

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CH2M Hill BWXT West Valley, LLC

AND

**International Association of Machinists and Aerospace Workers
District Lodge 65
Local Lodge 2401**

July 28, 2021 Through August 31, 2023

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This Agreement, effective on July 28, 2021 is made by and between CH2M Hill BWXT West Valley, LLC (CHBWV) hereinafter referred to as the "Employer or the Company") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE NO. 65, LOCAL LODGE NO. 2401 (hereinafter referred to as the "Union").

PREAMBLE

The purpose of this Agreement is to provide, through collective bargaining, for harmonious relationships between CHBWV and its employees; to secure an amicable and fair disposition of grievances; and to prevent interruption of work, stoppage of employees' payrolls and permit efficient operation of the Employer and the protection of the interests of the taxpayers.

The Union recognizes the ability of the Employer to provide wages and working conditions satisfactory to its employees and further recognizes that the Employer is, to a large extent, dependent on the cooperation of the employees in maintaining efficient and, so far as possible, stabilized operation of CHBWV. In furtherance, therefore, of the above-stated purposes, it is hereby agreed.

ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union, its designated agents and representatives; its successors and/or assigns, as the sole and exclusive collective bargaining agent on behalf of all of the employees of the Employer within the bargaining unit as hereinafter defined with respect to wages, hours and all other terms or conditions of employment.

Section 2. Definition of Unit: Per certification dated June 16, 2017 (case #03-RC-198224), the bargaining unit is comprised of all full-time and regular part-time Junior Radiation Control Technicians ("JRCT"), Radiation Control Technicians (RCT), Senior Radiation Control Technicians, Lead Radiation Control Technicians, Industrial Safety Technicians ("IST") 1, Industrial Safety Technicians 2, Industrial Safety Technician 3, Lead Industrial Safety Technicians, Dosimetry Technician 1 and Dosimetry Technician 2 employed by the Employer at the West Valley, New York plant at 10282 Rock Springs Road, West Valley, New York location. Excluded: all business office clerical employees, trainers, site managers/coordinators, engineers, planners, health physicists, guards and professional employees and supervisors as defined in the act.

ARTICLE 2 - DISCRIMINATION

The Employer and the Union separately and jointly recognize their obligation to abide by those state and federal laws relating to equal employment opportunity, OSHA and non-discrimination. The Agreement shall be applied fairly and equitably among all bargaining unit employees and shall not in any way be used to discriminate against employees on account of race, color, religious creed or affiliation, sex, marital status, sexual orientation, union membership or lack thereof, being over age forty, national origin, citizenship, disability, or U.S. veteran status and/or any other basis protected by state and federal law. It is understood that wherever in this Agreement employees or jobs are referred to in the male or female gender it shall be recognized as referring to both male and female employees.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. 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 Employer. Among such functions and rights so retained and vested in the Employer 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, curtail any operation, to contract out, control and regulate the manning of the Plant, the use of machinery, equipment and other property of the Employer, 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 Employer's employees at the West Valley Plant. Except as specifically limited by this Agreement, the management of the Employer and the direction of the work force including, but not limited to, the service performed, the location of the work force, the schedules and fair standards of employee performance; the schedules and hours of shifts; the methods, processes and means of providing services, materials to be purchased, determination of staffing levels; the right to hire, promote, demote, transfer, assign and reclassify employees; the establishment of reasonable rules of conduct; the discharge or discipline of employees for just cause; and the management of the efficiency of employees are the sole and exclusive rights and responsibilities of the Employer. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as it may determine from time to time.

Section 2. The Union recognizes that the Employer is a contractor of the federal government and that the Employer is required at all times to fully meet its obligations as a contractor. The Union further recognizes that from time to time the government may impose legal and/or lawful demands or obligations upon the Employer and that the Employer and its employees must meet such demands, obligations or comply with such rules or regulations as may be promulgated or imposed by the government.

It is further understood that if a security clearance is required to perform work in job classifications covered by this Agreement, that such security clearance shall be a condition of continued employment with the Employer. Such employees shall be subject to investigation for security clearance under regulations prescribed by any authorized agency of the United States government. A denial or withdrawal of such clearance by such government agency shall be just cause for discharge. However, if the affected employee is qualified and cleared to work within the next twenty four months (24) he/she shall be able to return to work without loss of seniority, provided there is a position available. If no position is available and the clearance came through within the initial twenty four (24) month period, he/she shall be allowed to return to work when the position becomes available for a time period no longer than thirty (30) months from the loss of clearance, also without loss of seniority, provided that the employee completes the necessary security clearance as required by the Federal Government and maintains the minimum job requirement certifications for the available position at the time of re-appointment.

Section 3. The Employer shall provide a copy of all work rules to each employee upon hiring or when work rules are amended or modified and the union's chief steward will be

provided a copy of all proposed modifications to work rules at least fourteen (14) calendar days prior to the effective date of the change.

ARTICLE 4 - UNION ACCESS TO OPERATIONS

Section 1. Subject to the requirements of the site, the Employer agrees that the Grand Lodge Representative, Business Representative or acting Business Representative (hereinafter referred to as Union Representative) will be allowed to visit employees while they are on the job in the Employer's operations for reasonable periods of time, the sole purpose of investigating specific grievances or complaints related to the provisions of this Agreement or insuring the terms and conditions of the Agreement are being complied with. Prior approval must be obtained from the Employer, or his designee and such visits shall not interfere with production of work being performed. Such approval shall not be unreasonably withheld. The Union Representative shall notify the Employer or his designee when he is leaving the employee's assigned work area or Employer's operations.

Section 2. The Employer, if it desires, may have an Employer representative accompany the Business Representative while he is visiting its operations recognizing that the Union Representative is entitled to private conferences with any represented employee.

ARTICLE 5 - ASSIGNMENT OF SHOP STEWARDS

Section 1. It is hereby understood and agreed that the Union may assign one (1) Chief Steward, (3) Radiation Control Technician Stewards, and one (1) IST Steward. The Union shall notify the Employer, in writing, on Union letterhead of the individuals so selected in this capacity. In the event that the Employer hires additional bargaining unit members in any department, an additional union steward will be added for every ten additional employees hired in any department. The Chief Steward and any member of the Union Executive Board's schedule shall be arranged so that he/she can attend the regular monthly meetings of the Local Lodge.

Section 2. It is understood that Stewards have full-time job duties to perform as employees and that they shall keep time spent in handling grievances to a minimum. Stewards will be paid for time spent handling grievances, attending onsite grievance meetings, contract negotiations/proposal preparation (once negotiations have started), attendance at arbitrations (as is relevant to the arbitration), and labor management meetings. Time spent in preparation for contract negotiations and arbitration will not be paid by the Employer. The grievant and a reasonable number of witnesses will be paid for attendance at grievance meetings, to include arbitration (provided the conditions of Art. 10 Section 1 Step 4 C are met).

Section 3. Should a Steward be required to leave the job to handle a grievance, he shall first request the permission of his Supervisor and shall report to his Supervisor upon returning to work. When a Steward makes the effort to comply herein, permission to leave the job to handle a grievance shall not be unreasonably withheld.

ARTICLE 6 - UNION MEMBERSHIP

Section 1. Agency Shop: As a condition of employment, all present bargaining unit employees shall become members of the Union or pay an agency fee to the Union equal to the amount of monthly dues (but not both) within thirty (30) days of execution of this Agreement, and all new employees shall become and remain members of the Union or pay an agency fee not later than thirty (30) calendar days of their date of hire or transfer.

Section 2. Upon written notice from the Union of failure on the part of any individual to complete application in the Union as above required, or failure to continue payment of dues or agency fees to the Union, the Employer shall, within three (3) workdays of such notice, discharge said employee.

Section 3.

A. Dues Check-off: Upon receipt of a signed authorization of the employee involved, the Employer shall deduct from the employees' pay, the initiation fee, if any, and dues payable by him to the Union during the period provided for in said authorization.

Deductions shall be made on account of dues and/or initiation fees, If appropriate, from each paycheck in each month for employees as soon as possible after receipt of authorization.

The parties agree that check-off authorizations shall be on a form as approved by the Union. See Exhibit A.

B. Machinists Non-Partisan Political League Check-off: Upon receipt of a signed authorization form from the employee involved, the employer shall deduct from each paycheck, a donation to the Machinists Non-Partisan Political League as authorized on the appropriate form. See Exhibit B. Funds deducted for this purpose shall be sent monthly to: Treasurer of the Machinists Non-Partisan Political League, 9000 Machinists Place, Upper Marlboro, Maryland 20772.

Section 4. The sums deducted in Section 3.A. shall be forwarded to the designated financial officer of the Union no later than the tenth (10th) day of the month following the month in which deductions are made. In the event of unforeseen circumstances, the Employer may be granted an extension upon request being submitted.

Section 5. The Union will indemnify and hold the Employer harmless from and against any and all claims, demands, charges, complaints or suits instituted against the Employer which are based on or arise out of any action taken by the Employer in accordance with or arising out of the foregoing provisions of this Article, or in reliance on any list, notice or assessment furnished under any of such provisions.

ARTICLE 7 - NO STRIKE/NO LOCKOUT

Section 1. The Union agrees that neither it nor any of the employees in the bargaining unit covered by this Agreement will collectively or individually engage in or participate in any strike (including sympathy and secondary strikes unless in support of a strike or picketing involving other members of Local Lodge 2401), slowdown, stoppage of work or picketing

during the term of the Agreement, and the Employer agrees that during the term of this Agreement it will not lockout or deny work for any of the employees covered by the Agreement.

Section 2. In the event of any violation of Section 1 of this Article, it shall be the duty and obligation of the Union, its officers, agents or representatives (employee or non-employee) to immediately take all reasonable steps required to bring an end to such misconduct. In taking such steps, the Union will not be liable to the Employer during the term of the Agreement or thereafter for any damages suffered by the Employer arising from or out of any such stoppage or strike.

Section 3. If the reasonable steps attempted in Section 2 do not return the striking employee(s) to work, then the employee(s) may be subject to immediate discharge by the Employer.

ARTICLE 8 - SENIORITY

Section 1. Probationary Period: Any employee who has been in the employ of the Employer for ninety (90) consecutive calendar days shall be considered a seniority employee. During the probationary period the employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Employer, and such action shall not be subject to the grievance procedure. Except as specifically mentioned in this Section, the Employer is required to maintain all provisions of this Agreement for probationary employees.

Section 2. Definition: Bargaining Unit Seniority for employees in the bargaining unit on the date of ratification is defined as including the whole continuous span of service with the present contractor, and with predecessor contractors in the performance of work at the West Valley Site (10282 Rock Springs Road, West Valley, NY). This only includes the time actually worked at the site as either a RCT, IST, or Dosimetry Technician. A one-time credit was given for unbroken service amongst those who were in the employ of Intomes as recognized by InTomes when the Company hired these individuals.

Employees in the bargaining unit on the date of ratification also have a separate "Company Service Date" that defines the date for determining the amount of Paid Time Off (PTO) benefit. The Company Service Date includes all verifiable time spent working at the Site as an employee of the Company. A one-time credit was given for unbroken service amongst those who were in the employ of Intomes when the Company hired these individuals.

Benefit Eligibility Date is as described in the appropriate benefit plan summary plan descriptions (SPD) and is used to determine eligibility for the benefits associated with the health and welfare plan, severance, and the savings plan.

Employees hired on or after the date of contract ratification will determine their Bargaining Unit Seniority date, Benefit Eligibility Date, and Company Service Date from date of hire with the Employer at the site. Bargaining Unit Seniority Date may differ based on actual date hired into the Unit.

Section 3. When two or more employees are hired on the same day, the last four digits of their Social Security number shall then be used for purposes of lay-off, recall and promotion and any other situation where seniority is used (i.e., if two employees have the same seniority

date, the employee that has the lowest number shall be considered to be the most senior of the employees hired on the same day).

Section 4. Loss of Seniority: An employee covered by this Agreement shall lose his seniority status and his name shall be removed from the seniority list under any of the following conditions:

- a. He/she quits (includes retirement) or resigns.
- b. He/she is discharged for just cause.
- c. Leave of absence or a continuous absence due to illness or injury in excess of eighteen (18) months.
- d. Layoff for a continuous period in accordance with the following schedule:
- e. Less than two (2) years accumulated length of service- twelve (12) months.
- f. Two (2) years or more of accumulated length of service- sixty (60) months.
- g. His/her security clearance has been revoked and is not reinstated within twenty four (24) months. See Article 3, Section 2.
- h. He/she fails to report to work following receipt of a notice of recall within ten (10) working days.
- i. 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 5. Seniority List: A seniority list will be maintained by the Employer and will be made available to the Union semi-annually, or upon request. The Employer will also furnish a list to the Union reflecting new hires or rehires/recalls, their classification, their date of hire, and termination or layoff dates or other dates of leaving the bargaining unit.

Section 6. Layoff: When it becomes necessary to reduce the number of employees the Employer shall lay off employees in accordance with their qualifications and seniority. The Employer shall designate the number of positions to be reduced by Job Classification. Employees shall be reduced by low seniority within a classification. Employees may displace an employee in a lower paid classification if the employee is determined to be qualified in the lower rated classification. Bumps may be entered by an employee to a job the employee previously satisfactorily held and employee is required to meet the qualification standards within sixty (60) days of placement and pass a written exam, if applicable and demonstrate that he/she is capable of performing the function. 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. Qualified for purposes of displacement is defined as past successful performance as defined by the position's Job Description, applicable training records and employment records. The Employer shall notify the Union and affected employees as soon as possible after receipt of written notice from the client of upcoming layoffs.

Section 7: Layoff Notice: The Company shall give the Union notice of plant closings and/or layoffs in accordance with state and federal laws. The Company shall endeavor to give the Union at least forty-five (45) days of notice of impending layoffs that may affect the hourly workforce. The Company will give affected Bargaining Unit Employees a minimum of two (2) weeks' notice, or a combination of notice and straight time pay totaling eighty (80) straight time hours, including any night shift differential.

Section 8. Recall: Employees shall be recalled in reverse order of layoff. The Employer shall send recall notices by certified mail to the employee's last known official address. The notice will instruct laid off employees when to report to work. Employees shall report to work within ten (10) working days after receipt of notice to report to work or on the specified day, whichever is greater in time. If the employee does not report to work within ten (10) working days or the specified date, the employee will be deemed to have abandoned their job and will be removed from the seniority list. The Employer agrees that an employee may request a later return to work date for extenuating circumstances acceptable to the Employer.

Section 9. An employee who has established seniority rights within the bargaining unit and who accepts a non-bargaining unit position shall retain seniority, but not accrue additional seniority for time worked outside the unit if he returns to the bargaining unit, within thirty (30) calendar days or less, of accepting the job outside the bargaining unit. He shall be removed from the seniority list if he remains in the non-bargaining unit position for a period greater than thirty (30) days.

Section 10. The Chief Steward of the bargaining unit shall be considered to have the most seniority of all members of the bargaining unit to the extent allowable by existing labor law.

ARTICLE 9 - DISCIPLINE

Section 1. Disciplinary action shall only be initiated by the Employer for just and sufficient cause, and any penalty imposed will be consistent with proven offenses, and the principle of progressive discipline, as set forth below, shall be adhered to.

Section 2. There shall be a twenty-four (24) month reckoning period for discipline after which the offense will not be used to progress to the next step of discipline in the event of further offense. Further, after this twenty-four (24) month reckoning period the discipline shall not be referred to again.

Section 3. The Company shall utilize the disciplinary procedures outlined in Company policy in conjunction with the additional guidance outlined in this Agreement.

Section 4. Employee(s) shall have the right to Union representation during any interview that may be disciplinary in nature or lead to any discipline. The Steward shall be notified of any impending discipline prior to the discipline being issued. During investigatory interviews that may lead to discipline, the Union shall be given the opportunity to attend such interviews if desired by the employee. The Employer recognizes that any employee interviewed who is a member of the bargaining unit has the right to request a union representative. The Employer will remind the employee that he or she has a right to union representation for any interview that might lead to that employee's own discipline.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. 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.
 - 2. Another list of seven (7) Arbitrators may be requested by each party before proceeding with the following striking method.
 - (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.
 - 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 2 - 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 3 - 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 11- BUSINESS TRAVEL

Employees will follow the Company Policy related to Business Travel (WV-830).

ARTICLE 12 - FILLING OF VACANCIES

Section 1. When new jobs are required that cannot be properly encompassed within an existing job classification (refer to Appendix A), but contain work historically performed by the bargaining unit, the Employer shall notify the Union, in writing, of the proposed job description and begin discussion immediately.

Section 2. The Employer has the right to determine the new job qualifications. Copies of job descriptions and required qualifications shall be retained by the Employer and shall be made available to employees and the Union upon request. The Union shall be notified, in writing, of any needed revisions or modifications of job descriptions or qualifications and Employer agrees to discuss and accept input from the Union regarding the revisions and modifications.

Section 3. The Employer may temporarily transfer bargaining unit employees to other bargaining unit classifications (within this specific bargaining unit), if necessary, if the employees have the skill and ability necessary to do the work.

Section 4. With the exception of the progressive promotions from Junior RCT through Senior RCT Technicians, Dosimetry Technician 1 through 2, IST1 through IST3, the Employer will notify the Union of any bargaining unit openings to be filled when the

position is posted. The position will be posted internally for seven (7) calendar days. All applicants who meet minimum qualifications will be considered along with ability, demonstrated performance, attendance, and tardiness records. All jobs other than Lead Positions shall be awarded by seniority as long as minimum qualifications have been met. Technician Unit Bidders selected first, Production & Maintenance (P/M) Unit bidders are selected next and non-union/applicants may be selected last.

Lead Positions will be posted concurrently both internally and externally for seven (7) calendar days, the Company will then interview selected candidates using mutually agreed upon evaluation form to make a decision regarding who will be offered the position. Additional weight will be given to those internal applicants who meet minimum qualifications.

Section 5. Successful bidders will be considered on probation in the new position for thirty (30) days after the position is awarded. During this period, the Employer may, at its discretion, reclassify the employees to their former occupations if it is determined by the Employer, client, or his designee, that the employee is not meeting the qualifications for that job classification.

Section 6. The Employer may temporarily upgrade an employee to a higher paid classification. The employee shall receive the pay rate for the classification of work that they are performing. Temporary promotions shall not be used to circumvent promotion to any regularly permanent position and shall not be used in excess of thirty (30) days. The parties may extend the time limits herein upon mutual agreement.

ARTICLE 13 - HOURS OF WORK

Section 1. An employee's regular assigned workweek shall consist of:

- A. Forty (40) hours consisting of four (4) ten and one-half (10 1/2) hour days; which includes a one-half (1/2) hour unpaid meal period. The unpaid meal period will be taken as work permits but not later than six (6) hours after the regular shift starts.
- B. Other schedules as set forth by the Employer or customer requirements In its discretion.

Section 2. The first shift shall normally commence at 6:45 A.M. The second shift shall normally commence at 4:00 P.M. In the event a third shift is needed, it shall normally commence at 10:45 P.M. Shifts other than these may be dictated by customer requirements or mutually agreed to by the parties.

Section 3. If no regular work is available, the Employer will give the employees the option to do any available work for which they are qualified or take time off. The employees affected shall have the option to perform the available work, use PTO or, if their **PTO** balance is insufficient, take time off without pay.

Section 4. An employee who is scheduled and reports for work at the scheduled time without having been notified not to report shall be given four (4) hours work of any type which is available; if no such work is available, he/she shall be given four (4) hours pay at the applicable rate.

Section 5. An employee who is called and reports back for work after he/she has completed his regularly assigned shift and departed from the premises shall receive a minimum of four (4) hours pay at the applicable rate.

Section 6. When an employee is not scheduled and is called and reports for work, outside their scheduled workweek, they shall receive a minimum of four (4) hours pay at the applicable rate.

Section 7. Alternate Shift: 12 hour rotating shift as determined by the Employer, 4:45 PM to 5:15 AM.

ARTICLE 14 - OVERTIME

Section 1. Overtime on off days for the eight (8) and ten (10) hour shift schedules will be paid at the rate of one and one-half times the regular rate of pay for all authorized hours worked in excess of forty (40) hours per week. Any overtime on off days paid for those on a 12-hour rotating shift will be paid at one and one-half times assuming the employee has worked his/her normal 36 or 48 hour schedule. Time and one-half shall be paid for all hours worked in excess of 8 continuous hours (for those on an 8 hour shift schedule) or 10 continuous hours (for those on a 10 hour shift schedule) in a work day up to 12 hours. Two (2) times the regular rate shall be paid for all authorized hours on a holiday, hours worked on Sunday which are normally scheduled off, work performed on the seventh consecutive day in a work week, and for all hours worked in excess of twelve (12) in any workday. For overtime purposes eligible employees shall have holiday, bereavement, PTO, military leave, grievance meetings, labor management meetings, and jury duty (when applicable), pay counted as time worked.

Section 2. There shall be no duplication or pyramiding of overtime pay.

Section 3. Overtime will be distributed by the Radiation and Safety Department Steward and the Industrial Health and Safety Steward in their assigned area in accordance with the current practices. The list of Overtime awarded and rejected shall be submitted by the Union to the Employer once per month.

Section 4. Employees shall be given as much notice as possible regarding upcoming overtime opportunities.

ARTICLE 15 - SPECIFIC PERFORMANCE

Section 1. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement.

Section 2. There shall be no individual arrangements or agreement made covering any part or all of this Agreement contrary to the terms herein provided, and it is distinctly understood and agreed that all previous agreements, whether oral or written, by and between the Employer and the Union are superseded by this Agreement, and subject to any amendment that is agreed upon by both parties.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

Section 1. Safety: The Employer and the Union recognize the importance of safety in the workplace. The Employer and employees will be required to comply with all safety rules and regulations that govern the worksite, The Employer agrees to request from the customer any repairs or changes to the workplace if they are not in compliance with applicable safety standards. The Union shall have the right to meet and confer with the Employer regarding these matters. The Chief Steward, Stewards and any Local Lodge 2401 Executive Board Members are eligible to participate in the Joint Health, Safety and Training Committee which shall meet a minimum of once per month.

Section 2. Change of Address: Employees are responsible for notifying the Employer of their proper mailing address and current telephone number. Laid off employees are responsible for notifying- the Employer of their proper mailing address and current telephone number to maintain recall rights. The Employer shall be entitled to rely upon its records and shall be held harmless for any action that may arise out of said reliance.

Section 3. Bulletin Board: The Employer agrees to provide one (1) bulletin board for the posting of legitimate Union notices pertinent to the Union at the facility. Only notices concerning Union meetings, Union elections, results of Union elections, etc., which a representative of the Union has authorized, will be posted. Postings must be approved by the employer.

Section 4. Bargaining Unit Work:

Non-bargaining unit employees in job classifications not covered by this Agreement shall not normally perform work typically performed by employees in the bargaining unit, except in cases of emergency, training of bargaining unit employees, to instruct employees properly or to maintain proficiency. If bargaining unit employees are qualified to perform the above stated tasks, then bargaining unit employees shall be used to the greatest extent possible. The term "emergency" is defined to mean an unforeseen combination of circumstances that require an immediate response. The Employer agrees that none of the above circumstances as listed will cause a bargaining unit employee to be laid off, displaced or excluded from overtime if they are willing to work.

- A. Temporary Employees - Temporary employees may be hired, [for a period not to exceed one hundred and twenty (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 positions covered by this CBA shall be paid a minimum of the rate of the appropriate position for the work being performed on the temporary assignment.

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 rate for the position being performed on the temporary assignment.

*Temporary work assignments may be extended beyond 120 days by mutual agreement between parties, extension requests shall not be unreasonably denied.

Section 5. Rest Periods: Employees shall be allowed a minimum of two (2) fifteen (15) minute rest periods as workloads permit. An extra fifteen (15) minute break shall be allowed each two (2) hours after 10 hours in a workday.

Section 6. Training Time: Employees shall be allowed three (3) hours per month for training for maintenance of certifications.

ARTICLE 17 - SECURITY

Section 1. The Union recognizes that the Employer may now have, or may incur in the future, obligations with respect to the security of information and materials under contract with the Government.

Section 2. The Union agrees that nothing contained in this Agreement shall place the Employer in violation of security agreements with the Government.

Section 3. It is understood by and between the parties hereto that, as a necessary condition of continued employment, employees shall be subject to investigation for security clearance or national agency check and/or unescorted entry authorization by such governmental agency may be cause for release from the Employer, at the Employers discretion, due to inability to meet job requirements.

Section 4. It is understood that there shall be no liability on the part of the Employer for any release arising from the denial of clearance and/or unescorted entry authorization by the United States Government.

Section 5. The Employer shall reinstate the seniority of an employee who was denied security clearance if reinstated by the Federal Government. An employee not on initial probation who loses their security clearance on-site access for any reason will not lose his/her seniority until final adjudication of his appeal or twenty-four (24) months, whichever comes first. Any employee whose seniority is reinstated under this provision will be reinstated in his previously held occupational title for which an open position is available, and the employee has met all pre-employment requirements. See Article 3 Section 2.

ARTICLE 18 - LEAVES OF ABSENCE

Section 1. Union Business: Bargaining unit employees that are required to travel for official Union business or attend official Union functions shall be granted a leave of absence without pay for performing such business. While on such leave employees shall not lose any benefit of seniority.

Employees shall submit such requests for leave accompanied by official Union communication authorizing them to travel or act in such capacity. These requests will normally be made at least fourteen (14) calendar days in advance of such requirement, when possible.

To facilitate wage payments to hourly employees of the company who are not on Union Leave from Section 2 of this Article, 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 paid by the company, the company will advance to such employees, on behalf of the union, their earnings for time spent on union business during normal working hours. Such advances will be subject to all required and authorized payroll deductions in effect for each 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. The parties will mutually agree on the proper documentation and authorization forms necessary to accomplish the above advance payments.

Section 2. Accepting a Union Position: Any union employee that accepts a full time position with the Union shall be granted a Leave of Absence that will expire six (6) months after the completion of a full term in office. The employee's Bargaining Unit Seniority shall continue to accumulate while on such Leave. Company Service date and Benefit eligibility date will not accrue during this period.

Section 3. 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.
- C. 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 workday.
- D. 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.

Section 4. Disability/Workers Compensation: The Employer will pay the employees' wages for disability and/or Workers Compensation as required by New York State Law. An employee may elect to use available PTO time to cover the waiting period before disability benefits are payable.

Section 5. Bereavement Leave:

- A. An employee with thirty (30) days continuous Company 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) workdays. Such paid leave will be limited to three (3) consecutive regular workdays 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.

Section 6. 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 7. Military Leave:

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. PTO 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~~ PTO 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 PTO for which the employee is eligible in that calendar year. 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 8. 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 workdays 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 9. 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 8, 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 10. Family Leave:

The Company shall implement the provisions of the Family and Medical Leave Act of 1993 (FMLA), the NYS Paid Family Leave, 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 19 - SUBSTANCE ABUSE POLICY

The Employer and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is our goal to protect the health and safety of employees and to promote a productive workplace, and protect the reputation of the Employer, Union and employees.

Consistent with these goals, the Employer prohibits the use, possession, distribution or sale of drugs, drug paraphernalia or alcohol on Employer premises. The parties agree to the application of the substance abuse policy as contained in the Company’s Workplace Substance Abuse Prevention Policy, WV-556. Site specific drug testing, including pre-employment and random drug testing are conditions of employment.

ARTICLE 20 - WAGES

Section 1. Bargaining Unit Employees shall be paid based on their hourly rate (reflected in Appendix B), weekly on Friday. The wage rates listed below will be effective for the term of this Agreement and apply to all bargaining unit employees at the Employer's West Valley Site. An employee's regular rate of pay shall be defined as his straight-time hourly rate. This straight-time hourly rate will be increased annually as designated below. These increases will be effective the first pay period following the dates indicated in this Agreement.

Upon Ratification of this Agreement	2.5% increase on current base wages
September 5, 2022	2.25% increase

Section 2. Certification Stipend: Effective upon ratification of this Agreement will receive a \$200 stipend each month they maintain the most relevant certification for their position. NRRPT for RCT/Dosimetry positions and CHST or OHST for Safety positions.

Section 3. Respirator Pay: Employees will receive an additional \$1.13/hour for each hour they are required to wear a respirator on the job.

Section 4: Shift Work: Employees who work a schedule outside of the normal day shift will receive an additional \$1.13/hour for each hour worked.

Section 5. Cell Phones: The parties recognize that the Company, in its discretion, may request that certain employees of Employer carry a cell phone. The Employer will reimburse the designated employee as defined in policy WV-861.

Section 6. Certification Reimbursement. Employees that have worked at the West Valley site for at least one year are eligible for reimbursement up to \$260.00 total per employee per year to cover the cost of obtaining and maintaining NRRPT, CHST, **or** OHST certifications which are deemed desirable to the Employer.

Section 7. Ratification Bonus. Upon ratification on the next scheduled vote, each employee in the bargaining unit on the active payroll as of the Monday following the date of ratification shall receive a one-time check issued by the Employer in the amount of \$1000.00 minus all applicable withholdings, taxes and deductions as a ratification bonus.

ARTICLE 21 - 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 or 12-hour rotating shifts shall follow the agreed upon Holiday Schedule as follows:

- 4/10 hour Shift: 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 22.
- 12 Hour Shift: 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 (2) 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 this Article.

- 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 (under the eight-hour work schedule) 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 workday and is not intended to obtain a sixth or seventh day of work in a workweek.
- 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 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 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 workday 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; 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 22 - Paid Time Off (PTO)

The parties acknowledge that this Article 22 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.

ARTICLE 23 - EMPLOYEE BENEFITS

Section 1. Health and Welfare Benefit

Bargaining unit employees are eligible to participate in the benefit programs sponsored by the Company, as listed below. 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.
- West Valley Employee Security and Protection Plan for Union-Represented employees.

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

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. The 2021 contribution rates are as defined in the CHBWV Benefits Enrollment Guide 2021.

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. Tuition Refund Plan – A Tuition refund plan shall be made available to all bargaining unit employees according to the policies and procedures in effect for salaried personnel.

ARTICLE 24 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns until its expiration, or until it is changed by mutual agreement of the parties. In the event the Employer ceases to perform on the contract as identified in Article 1, the Employer shall be released from all obligations on the project(s) so affected under this Agreement. It is the express intent of the parties that the Agreement shall remain in effect for its full term.

ARTICLE 25 - SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Should any Article or Section of this Agreement be held invalid or be restrained as provided herein, the parties shall meet within thirty (30) days and negotiate valid alternate and/or substitute provisions to replace and/or modify those provisions so affected.

ARTICLE 26 - DURATION

This Agreement will become effective July 28, 2021 except as otherwise provided herein, and shall remain in effect through August 31, 2023 and shall be automatically renewed for successive periods 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 August 31, 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: 
Ryan Sweeney, I.A.M.A.W.


By: 
W. Rob Dallas, Lodge 2401 President

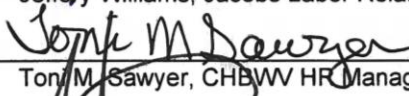
By: 
Andrew LaRock, Negotiating Committee

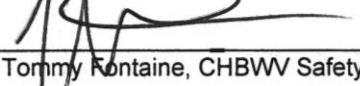
By: 
James Mansfield, Negotiating Committee

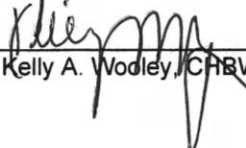
By: 
Duane Raffel, Negotiating Committee

CH2M HILL ♦ BWXT WEST VALLEY, LLC:

By: 
Jeffery Williams, Jacobs Labor Relations

By: 
Tom M. Sawyer, CHBWW HR Manager

By: 
Tommy Fontaine, CHBWW Safety Manager

By: 
Kelly A. Woodley, CHBWW Deputy General Manager

APPENDIX A

Job Classifications

<u>Classification</u>	<u>Labor Grade</u>
<u>Radiation Control Technicians (RCT)</u>	
Lead RCT	19
Senior RCT.....	18
RCT	17
Junior RCT	16
<u>Industrial Safety Technicians (IST)</u>	
Lead IST	19
IST 3.....	18
IST 2.....	17
IST 1.....	16
<u>Dosimetry Technician</u>	
Dosimetry Technician 2.....	17
Dosimetry Technician 1.....	16

APPENDIX B

HOURLY RATE SCHEDULE

Radiation Control Technicians and Industrial Safety Technicians

	Effective 08/02/2021	Effective 09/05/2022
Labor Grade	Wage Increase of 2.50%	Wage Increase of 2.25%
19	\$44.23	\$45.22
18	\$40.74	\$41.66
17	\$38.77	\$39.64
16	\$30.00	\$30.68

Dosimetry Technicians

	Effective 08/02/2021	Effective 09/05/2022
Labor Grade	Wage Increase of 2.50%	Wage Increase of 2.25%
17	\$39.58	\$40.47
16	\$30.00	\$30.68

Exhibit A

**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

Exhibit B

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)