



Collective Bargaining Agreement Between

**International Brotherhood
of Teamsters, Chauffeurs,
Warehouseman and
Helpers, Local No. 983**

and
Fluor Idaho, LLC

EFFECTIVE JUNE 20, 2019 THROUGH JUNE 20, 2022

Fluor
IDAHO



TABLE OF CONTENTS

ARTICLE 1	RECOGNITION.....	1
ARTICLE 2	FAIR EMPLOYMENT PRACTICES	3
ARTICLE 3	MANAGEMENT RIGHTS.....	4
ARTICLE 4	PERIOD OF AGREEMENT.....	5
ARTICLE 5	UNION SECURITY	6
ARTICLE 6	EMPLOYER-EMPLOYEE DUTIES AND RESPONSIBILITIES	9
ARTICLE 7	HOURS OF WORK AND WORK SCHEDULES.....	11
ARTICLE 8	COMPENSATION.....	15
ARTICLE 9	SENIORITY	22
ARTICLE 10	LAYOFFS AND REEMPLOYMENT	24
ARTICLE 11	BIDDING	25
ARTICLE 12	HOLIDAYS.....	26
ARTICLE 13	SECURITY PLANS AND BENEFITS	27
ARTICLE 14	UNION COMMITTEES AND REPRESENTATION	28
ARTICLE 15	SETTLEMENT OF COMPLAINTS	29
ARTICLE 16	LEAVES OF ABSENCE FOR UNION BUSINESS	32
ARTICLE 17	HEALTH AND SAFETY	33
ARTICLE 18	NO STRIKE – NO LOCKOUTS	35
ARTICLE 19	DISCIPLINARY ACTIONS.....	36
ARTICLE 20	MISCELLANEOUS.....	38
ARTICLE 21	VALIDITY	42
ARTICLE 22	SECURITY	43
EXHIBIT “A”	44

ARTICLE 1
RECOGNITION

- 1.1.** This Agreement between Fluor Idaho, LLC (Fluor Idaho), hereinafter called the “Company” and International Brotherhood of Teamster, Chauffeurs, Warehousemen & Helpers Union, Local No. 983 (IBT). Hereinafter called the “Union,” WITNESSETH:

The Company recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours, and working conditions for the following employees:

All Fluor Idaho warehouse, procurement, and property disposal department employees in facilities formerly employed by EG&G Idaho, Inc., prior to October 1, 1994 at the Idaho National Engineering and Environmental Laboratory (INEEL) Site near Arco, Idaho, and Idaho Falls Facilities, including plant clerical employees and warehouse truck drivers making scheduled and special deliveries from the warehouse to points on the Site or between warehouses, but excluding drivers from plants and areas delivering or picking up for delivery to or from plants or areas on the Site, bus drivers, buyers, office clerical employees, administrative employees, technical employees, professional employees, guards and supervisors as defined in the Act and all other employees.

- 1.2** The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interferences with efficient operations.

- 1.3** In emergencies, or for training, technical, supervisory, and professional employees may perform work in classifications covered by this bargaining unit.

1.3.1 Emergencies: The Steward will be informed as soon as possible of the emergency and what work was performed.

1.4 This agreement contains all subject matter and stipulations agreed upon between the parties and no amendments or modifications to this Agreement can be made except when mutually agreed upon in writing by both parties.

ARTICLE 2

FAIR EMPLOYMENT PRACTICES

- 2.1** Neither the Company nor the Union shall harass or discriminate against any employee on the basis of race, color, ethnicity, creed, gender, sexual orientation, gender identity, marital status, age, religion, nationality, union activity, nonunion membership, veteran's status, medical condition, pregnancy, mental or physical disability. References in the Working Agreement to he, him, and his include the female sex and are not references to gender.

The parties acknowledge that they are subject to and intend to abide by the requirements of the Americans with Disabilities Act (ADA).

ARTICLE 3
MANAGEMENT RIGHTS

- 3.1** All the rights, duties, and prerogatives of the Company to manage, control and direct its business, operations, and activities are vested in and retained by the Company, including, but not limited to, the assignment and direction of its employees.
- 3.2** In making work assignments, the Company shall be the judge of the competence of its employees and of the number of employees required to perform any work subject to this Agreement.
- 3.3** The Company retains the right to establish the location and number of work groups, work areas, and/or bid areas, which are used in administering the provision of this Agreement.
- 3.4** The intent is to provide efficiencies and flexibility throughout and across the site. As such jurisdictional boundaries in this area are shared.

ARTICLE 4
PERIOD OF AGREEMENT

This Agreement shall become effective 12:01 a.m., June 20, 2019 and shall remain in effect through 11:59 p.m., June 20, 2022 and shall continue in effect thereafter unless and until either party shall give at least sixty (60) days, but not more than ninety (90) days prior notice in writing of its desire to terminate or amend this Agreement. Such notice shall be given no earlier than ninety (90) days prior to June 20, 2022 with the understanding, however, that such terms shall not in any case extend beyond the term of Fluor Idaho's contract with the Department of Energy (Contract No. DE-EM0004083) as such contract may be hereafter terminated, modified, or extended.

ARTICLE 5
UNION SECURITY

- 5.1** Union membership will be on a voluntary basis for employees of the Company employed in positions covered by this Agreement.
- 5.2** Employees covered by this Agreement will not be required to pay any Union membership dues covering any period during which the employee was not in the bargaining unit or was on layoff status or not on the Company's active payroll.
- 5.3** The Union will make membership in the Union available to all employees covered by this Agreement on a voluntary basis and on the same terms and conditions as are applicable to other Union members.
- 5.4** The Company agrees to deduct from the wages of employees covered by this Agreement, who voluntarily authorize such deductions, their Union dues or fees and to remit such dues or fees promptly to the Secretary-Treasurer of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers Union, Local No. 983; provided that in an event of a change in the amount of the Union dues or fees, the Company will deduct such changed amount only after thirty (30) days' notice, in writing, to the manager of Labor Relations from the Local Union Secretary.
- 5.5** The Union agrees there will be no solicitation of employees for Union membership on Company premises during working hours by the Union or its members.
- 5.6** Except where the Company has made a clerical error in the deduction for dues, which will be adjusted promptly by the Company, any questions as to the correctness of the amount deducted shall be settled between the employee and the Union; and the Union shall indemnify and save the Company harmless against any and all claims, payments, law suits, or other forms of liability that may arise out of or by reason of action taken by the Company at the direction of the Union in making payroll deductions of Union membership dues. The Company shall not be required to take any action against an employee for electing not to become or remain a Union member.

- 5.7** The Company shall notify the Secretary-Treasurer of the Union, in writing monthly of all terminations, transfers, or hires of employees into or from the bargaining unit.
- 5.8** In the event Idaho's right to Work Law, Fair Share or other such legislation affecting union security is repealed/enacted during the term of this agreement, the parties will discuss the affected provision (s) and come to a mutually agreed upon settlement.
- 5.9** The Conditions controlling the voluntary deduction of Union dues shall be as stated on the following Check-Off Authorization form.

“Example of Union Form”

CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, (Employee Name) hereby authorize and direct my employer every month to deduct

(Please Print)

from my wages all initiation fees, re-initiation or reinstatement fees, membership dues and uniform assessments as required by the Teamster, Chauffeurs, Warehousemen & Helpers Local No. 983 or its legal successor. I further authorize and direct that these monies so deducted be turned over each month to the Secretary-Treasurer of Teamsters Local Union No. 983. This Authorization is voluntary and is not conditioned on my present or future membership in the Union. This authorization and assignment shall be irrevocable for a period of one year or until the termination of the applicable collective bargaining agreement whichever occurs first, and shall thereafter be automatically renewed for successive periods of one year or until the termination of the applicable collective bargaining agreement, whichever occurs first, unless written notice is given by me to my employer and the Union at least 45 days but not more than 60 days prior to the expiration of each one year period or of the applicable collective bargaining agreement, whichever occurs first. The authorization and assignment is made pursuant to Section 302 of the National Labor Relations Act, as amended, and is in full force and effect to the extent permitted by the Act. I understand the Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

Signature _____

Social Security Number _____ Date _____

Address _____ City _____

State _____ Zip _____ Employer _____

Original to Employer

Copy to local Union

ARTICLE 6

EMPLOYER-EMPLOYEE DUTIES AND RESPONSIBILITIES

- 6.1** The Company and the Union recognize that mutual respect and confidence will aid greatly in carrying out the provisions of this Agreement and will also go far toward bringing about the harmonious relations which both desire. The Company and the Union further agree that collective bargaining can best succeed in a friendly atmosphere in which both parties bargain in good faith and with an honest desire to understand each other's point of view.
- 6.1.1** Any proposed changes to the established collective bargaining agreement will be presented to the Union.
- 6.2** Employees will be assigned work by a designated supervisor and will be responsible to the designated supervisor for their proper performance. Employees will be informed of supervisory changes.
- 6.3** When reporting to work, employees will report at a place and time designated by their supervisor.
- 6.4** Employees who find themselves unable to report for work when due, will provide proper notice to their supervisor of their expected absence, stating the reason or necessity for such absence. It is the intention of the Company to administer this provision as uniformly as consistent with facts in each case. The approval of absence is a function of management.
- 6.5** Each employee will observe all prescribed rules including but not limited to attendance, work performance, personal conduct, safety, radiological control, substance abuse, and security. On questions of attendance the Company will consider 6.4 above.
- 6.6** The Union recognizes that it is the responsibility and the right of the Company to maintain discipline and efficiency and agrees that Management shall have the freedom of action necessary to discharge its responsibility for the successful operation of the facility. However, such action may be subject to the grievance procedure.
- 6.7** The disposition and number of the working force, the right to hire, layoff, and discharge for just and lawful cause rests solely and exclusively in the Company, except as limited by the terms of the Agreement.

- 6.8** No employee shall cease work until their relief begins work; where relief is regularly scheduled; or until they are released by their supervisor.
- 6.9** The Workmen's Committee and/or employees will, when requested, cooperate with and assist the Company in formulating, establishing and maintaining, and/or applying programs of job analysis, job instruction, improved job methods, personnel evaluation, safety, training, and performance tests. Employees will cooperate to the extent of furnishing information to the Company concerning their work, of which they have knowledge.
- 6.10** All employees are expected to perform such work as is incidental, usual, and necessary to safe and efficient operations. Incidental work, necessary to complete primary job assignments, will be performed if the employee is appropriately qualified to do such work. Employees will also perform such work as required in emergency conditions or for good housekeeping.
- 6.11 Additional Work Assignments.** Employees who are temporarily not needed to do their usual existing work may be required to perform other represented or non-represented 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.

ARTICLE 7
HOURS OF WORK AND WORK SCHEDULES

7.1 Hours of Work. Each employee will have an established work schedule that complies with this article. Changes to the established schedules will be discussed with affected employees; and the Union will be given the opportunity to provide alternatives prior to implementation.

7.1.1 The workweek will commence on the start of the shift Monday and conclude at the end of the shift the following Sunday.

7.1.1.a The workweek for all employees working the 9x80 schedule will start at noon on Friday and end seven days later on Friday noon.

7.2 Work Schedule for Day Workers

7.2.1 Standard Work Schedules. The standard work schedule will be one of the following:

7.2.1.1 5x8. This schedule will be an eight (8) hour workday Monday through Friday inclusive. Additionally, an unpaid lunch period of either one-half (1/2) or one (1) hour will be provided. Start time will be between 6 a.m. and 10 a.m. Release times will be between 2:30 p.m. and 7:00 p.m.

7.2.1.2 4x10. This schedule will be four (4) consecutive days either Monday through Thursday or Tuesday through Friday. Work will be scheduled for ten and one-half (10 ½) hours with a thirty (30) minute unpaid lunch period. Start time will be between 6 a.m. and 10 a.m. Release times will be ten and one-half (10 ½) hours later between 4:30 p.m. and 8:30 p.m.

7.2.1.3 9x80 Schedule. This schedule will be a nine (9) hour workday Monday through Thursday, and an eight (8) hour workday on alternating Fridays. Additionally, an unpaid lunch period of either one-half (1/2) or one (1) hour will be provided. Start times will be between 7 a.m. and 8 a.m. Release times will be between 4:30 p.m. and 6:00 p.m.

7.2.2 Alternate Work Schedules. In order to meet the business needs of a competitive marketplace and to adapt to the needs of an increasingly

diverse work force, schedules other than those described in Section 7.2.1 may be implemented. Before being implemented, such schedules will be discussed with the Union and Labor Relations to ensure contract items (meal periods, overtime, holidays, etc.) are properly addressed. The possible options are numerous and cannot be anticipated in all cases. However, the attributes of such schedules can be described as:

7.2.2.1 Work Days. The alternative work schedule will be composed of four (4) or five (5) days.

7.2.2.2 Scheduled Off Days. The alternative work schedule will normally contain no less than two (2) consecutive scheduled days off.

7.2.2.3 Work Hours. The alternative work schedule will normally contain forty (40) regularly scheduled hours with no more than twelve (12) and no less than four (4) hours in any work day.

7.2.2.4 Meal Period. Thirty (30) minutes or one (1) hour unpaid meal periods will normally be provided on any alternative work schedule.

7.3 Work Schedules for Shift Workers

7.3.1 Requirements for Shift Work. The seven-day operations at the site may require employees to work schedules to support those operations.

7.3.2 Types of Shifts. Any employee may be assigned to any of these shift schedules to support site operational activities.

7.3.2.a Rotating Shifts. Where an employee rotates on an eight (8) hour schedule between the day, evening and night shifts, or where an employee rotates on a twelve (12) hour schedule between the day and night shifts.

7.3.2.b Fixed shifts. Where an employee works a steady shift other than days.

7.3.2.c Alternating shifts. Where an employee alternates between two (2) shifts.

7.3.3 Rotating Shift Work Schedule

7.3.3.a Rotating Eight's (8s). Normally the day shift will be from 8:00 a.m. until 4:00 p.m.; the evening shift will be from 4:00 p.m. until 12:00 midnight; the night shift will be from 12:00 midnight until 8:00 a.m.

7.3.3.b Rotating Twelve's (12s). Normally the day shift will be from 7:00 a.m. to 7:00 p.m. and the night shift will be from 7:00 p.m. until 7:00 a.m.

7.3.3.c Work Weeks. For rotating eight's (8s) work weeks will normally contain consecutive work days and be based on forty (40) hours Monday through Sunday inclusive. For rotating twelve's (12s), work weeks will normally contain consecutive work days and be based on either forty-eight (48) hours or thirty-six (36) hours Monday through Sunday. Days off will be scheduled on consecutive days whenever possible.

7.4 Shift Worker Meal Break. As business needs allow, shift workers will be allowed reasonable time to eat every four (4) hours.

7.5 Scheduling Days Off.

7.5.1 A request for individual day(s) off must be made in writing to the immediate supervisor at least one (1) day in advance of such date, except in the case of an emergency.

7.5.2 Personal Leave (PL) will be scheduled in six (6) month intervals beginning in January and July of each year. By the fifth workday of **January, January thru June will be scheduled** and by the fifth workday of **July, July thru December will be scheduled**. The Union will call each employee by seniority for their first PL choice for the period. The finalized list will be submitted by the last workday of the bid month to the supervisor for review and approval by the second week of the following month. Any cancellation of pre-authorized PL will require two (2) weeks prior notice except in an emergency or unusual case. Requests for PL after the list has been posted will be determined by date of written request, but will not take precedence over the established schedules. Employees will be expected to work out any conflicts between employees. When requesting PL employees must use the leave request program on the ICP homepage.

7.6 Paid Leave. Leave will be paid in accordance with employee's assigned shift schedule. Paid leave will be at the straight time rate of pay.

ARTICLE 8

COMPENSATION

8.1 Base Wage Rate. The base wage rates as shown on Exhibit A, attached hereto and made a part hereof, shall become effective June 20, 2019 through June 20, 2022. These base rates of pay shall also be the base hourly rates of pay for time worked in the job classification shown on Exhibit A and are hereinafter referred to as “regular base rate.” Currently all IBT Work covered by this agreement is in one Job Classification under one position description.

8.2 Overtime.

8.2.1 Overtime Worked. Overtime rates, computed at one and one-half (1-1/2) times the regular base rate shall be paid in lieu of regular wages for work performed by an employee in excess of forty (40) hours in any work week (thirty-six (36) hours scheduled work week for 12-hour rotating shifts. (Unpaid leave shall not be counted as time worked for the purpose of computing overtime.) “Regular base rate” for overtime pay purpose shall be the rate applicable to the particular work performed during the overtime period. For the purpose of computing fractional overtime hours worked, such overtime shall be computed to the nearest thirty (30) minutes.

8.2.1.1 The Company will not require employees to estimate overtime hours on their time sheets.

8.2.2 Work on Scheduled Days Off. All hours worked by employees on their scheduled days off shall be paid by the Company at one and one-half (1-1/2) times their hourly rate of pay subject to the 40 hour requirement in Section 8.2.1.

8.2.3 Overtime will be distributed, as equitable as practicable, among qualified employees within the specific overtime roster. Overtime will be offered to the qualified employee with the least amount of overtime hours in a specific area first. If sufficient personnel cannot be obtained in this manner, qualified personnel from other area warehouses may be utilized. For the purpose of overtime equalization within each area, overtime assigned or offered, but declined by the employee for any reason, will be considered the same as if accepted and worked. Only

those hours worked will be charged to the accumulated overtime record of the respective employee(s) regardless of where the overtime was worked.

8.2.3.1 If qualified employees do not want to work overtime outside their schedule, they will not be required to do so unless, and until, the Company supervision has offered the work to all other available qualified employees within the work overtime roster area where the overtime work is to be performed. If this method fails to supply the necessary manpower, the Company may then force acceptance of an overtime assignment by the low qualified employee in the overtime roster area where the overtime occurs. If sleeping accommodations or transportation to either the employee's home or personal vehicle cannot be provided, the employee will not be forced to remain at work for overtime.

8.2.4 New or temporary employees in any area will be credited with the number of overtime hours equal to the average number of overtime hours on the respective overtime list. New or temporary employees will not be eligible for overtime assignments until all other qualified employees within the specific overtime roster have turned down the overtime.

8.2.5 Employees who are promoted, demoted, or transferred will be credited with the average number of overtime hours on the respective overtime list, to which the employee is promoted, demoted, or transferred.

8.2.6 Employees absent from work for fourteen (14) days or more, except for vacation, and employees who are not eligible to work overtime will be credited with the average number of overtime hours on the respective overtime list upon returning to work or becoming eligible for overtime assignments.

8.2.7 Overtime lists for all employees will be zeroed out the first week in the fiscal year.

8.2.8 The current overtime record for all unit employees will be made available to employees upon request.

8.2.9 A scheduled overtime assignment at an off-site location, excluding extension of an employee's regular work shift, will be paid a minimum of one (1) hour's pay at the applicable overtime rate.

8.2.10 A scheduled overtime assignment at the Site, excluding an extension of an employee's regular work shift, will be paid a minimum of four (4) hours pay at the applicable overtime rate.

8.3 Shift Differential Rates

8.3.1 Rotating Shifts. Employees assigned to a rotating shift on a full-time basis will receive a differential of \$.50 per hour for all hours worked.

8.3.2 Fixed or Alternating Shifts. Employees assigned to a fixed or alternating shift on a full-time basis will receive a shift differential of \$.75 per hour for all hours worked on the evening shift (4 p.m. to 12 midnight) and shift differential of \$1.00 per hour for all hours worked on the night shift (12 midnight to 8 a.m.)

8.3.3 Shift Workers on Overtime. Overtime rates will be computed at one and one-half (1-1/2) times the sum of the regular base rate and any applicable shift differential.

8.3.4 Day Workers. Regular day workers who are required to work overtime or perform call-in/out work shall not be entitled to shift differential.

8.3.5 Restricted Application of Shift Differential. Shift differential will apply only to hours worked. For example: shift differential will not be paid during vacations, holidays not worked, or other absences from work.

8.4 Call-out and Hold Over. Employees called out to start work within four (4) hours of their scheduled starting time will be paid through to their scheduled starting time at the appropriate rate.

Employee called out to start work at the Site prior to four (4) hours of their scheduled starting time or on scheduled days off will receive a minimum of four (4) hours pay at the appropriate rate. Employees called out to start work off-site prior to two (2) hour of their scheduled starting time or scheduled days off will receive a minimum of two (2) hours pay at the appropriate rate.

The Union recognizes the needs of the Company to accomplish a mission during a call-out and will not hold the Company to Article 8.2.3.

When transportation is not available and an employee is authorized by the Company to drive a privately owned vehicle, the employee shall receive the mileage rate equal to the maximum allowed employees of Fluor Idaho by DOE for the miles necessary to travel from home to work and back home. The Company shall not require employees to transport other employees in their privately owned vehicle. Employees who volunteer to drive another employee home, in a government or private vehicle, will receive one (1) hour pay at the appropriate rate.

8.5 Reporting Pay. Whenever employees report for work at their regular starting time, without at least six (6) hours notice not to report, they shall be guaranteed four (4) hours continuous work. If the Company fails to provide the expected four (4) hours work, then the employee shall be paid for four (4) hours at their regular base rate. If employees begin work on their regular schedule and works four (4) hours or more, they shall be permitted to complete their scheduled workday.

8.6. Lead Upgrade. If the Company deems it necessary, it may upgrade an employee to act as lead. Employees designated as lead under this provision will not exceed one-hundred eighty (180) days. If necessary after this assignment, the lead will be offered to other qualified employees within the classification in the area. If there is no interest, the same employee may be assigned to act as lead. The employee upgraded shall be paid an hourly wage rate of \$1.25 per hour above the regular base wage rate or \$1.25 per hour above the base wage rate of the employee in the highest classification (this excludes any red-circled employee or an employee working outside their classification) working in the work group, whichever is higher. Employees will not be forced to take a lead position.

8.6.1 Lead for Support of Supervision. Employees may be designated to assist supervision as the person in charge of giving management determined work direction assignments to employees in their own specific classifications and/or other crafts on specific jobs. Employees in this capacity may be required to use the tools of their classification.

8.6.2 Lead as Designated Point of Contact for Work Direction.

Employees may be designated as a point of contact reporting to a

designated member of management in the area. Employees in this capacity may be required to use the tools of their classification for which they are qualified.

8.7 Work in Higher and Lower Classifications

8.7.1 Higher Classifications. If employees are temporarily assigned to a job classification having a higher hourly rate than the rate of their regular classification, for other than training purposes, they shall receive the hourly rate of pay of the job classification to which they are temporarily assigned; however, in no event shall they receive less than four (4) hours of pay at the rate of the higher rated job to which the employee is transferred during the day. If employees work four (4) or more hours on a higher rate job during a workday, they shall receive the higher rate of pay for all hours worked that day.

8.7.2 Lower Classifications. If employees are assigned temporarily by their supervisor to perform work in a lower classification, no reduction in rate shall be made.

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

8.9 Temporary Hire. The Company may hire employees for work of a temporary nature, which shall not exceed one hundred eighty (180) days per year. Extension of a one-hundred eighty (180) day assignment can be made upon mutual agreement between the Company and the Union.

8.9.1 The Union will be informed prior to temporaries being hired for bargaining unit work. If there is a need for a regular full time position, assignments will be made according to Article 11.5.

8.10 Safety Shoe Allowance. Personnel required to wear safety shoes are eligible to receive an annual voucher in accordance with Company policy in the amount not to exceed \$180.00 per contract year for the purchase of safety shoes. Employees may request an additional voucher in the event that safety shoes are damaged or destroyed under circumstances where the employees were not negligent in use.

8.11 Incentive Awards. The Company shall consider unit employees for individual incentive awards. The base rate of pay for unit employees shall not be affected by participation in incentive awards.

8.12 Company Furnished Items. The Company will continue to furnish tools, equipment, clothing (such as, gloves, coats, coveralls, and winter bibs) and other safety related protective apparel and devices as necessary for completion of assigned tasks. It is understood that employees will be required to use and/or wear Company furnished tools, equipment, clothing, and safety related protective apparel and devices. Company furnished items will be at the discretion of management.

8.13 Furnishing Meals for Unscheduled Overtime ONLY

8.13.1 Provisions for Furnishing Meals for Unscheduled Overtime.

Employees who work more than two (2) hours immediately preceding or after their regularly scheduled shift shall be furnished a meal and allowed reasonable time to eat it on Company time. Where employees continue to work for more than eight (8) hours beyond their regularly scheduled shift they shall be furnished an additional meal and allowed to eat the same on Company time. Employees who work the full night shift and continue to work the day shift (two consecutive shifts) will, at their request, be furnished not more than two (2) meals.

8.13.2 When employees working on the day shift are held over from the day shift to work five (5) or more hours on the evening shift, such employees may utilize available transportation in accordance with the Company's current practices.

8.13.3 The cost of each meal furnished to employees under the provisions of this Section 8.13.1 shall not exceed the amount allowed under Company policy. If operational duties prohibit employees from leaving the job to eat, a meal shall be brought to them, if available. Where reasonably available, a hot meal will be provided. Employees who are eligible for a meal while working in off-site areas will be reimbursed the amount allowed under Company policy upon presentation of a satisfactory receipt.

8.13.4 Intent of Company Furnished Meals. The furnishing of meal referenced above is intended to cover only those employees who are unable to furnish their own meals as opposed to furnishing meals to

employees who know about the overtime before they come to work and can reasonably be expected to provide their own meals.

ARTICLE 9

SENIORITY

- 9.1 Definitions.** Unit Seniority, as used in this Agreement, is the measure of an employee's length of continuous service in the described bargaining unit and shall be considered with qualifications in respect to promotions, demotions, layoff, and reemployment. Seniority for all other cases such as vacations, unavoidable absences, and other benefits is the length of service on a continuous basis at the Idaho National Laboratory (INL).
- 9.2 Seniority List.** Seniority will be recorded on a seniority list and provided to the Union. The seniority list will be issued within thirty (30) days after the signing of the Agreement, and employees shall have thirty (30) days, to make any protest. If there is not a protest within the thirty (30) day period, the list becomes final. Seniority shall be governed by information shown on Company records.
- 9.3 Probation.** During the first ninety (90) calendar days of employment, all new employees shall be considered on probation insofar as continued employment with the Company is concerned, the termination of an employee's service, prior to accumulation of ninety (90) calendar days continuous service, shall not be subject to arbitration. Such probationary employees continued in the service of the Company after ninety (90) calendar days probationary period shall have seniority status in accordance with their length of continuous service from the date hiring. Employees will be considered to have completed their probationary period if within a six (6) month period they accrue ninety (90) or more calendar days of employment.
- 9.4 Administrative Leave.** An employee returning to work from Administrative Leave of Absence authorized by the Company shall retain the amount of seniority, which they accrued prior to going on administrative leave.
- 9.5 Inactive Status, Union Leaves of Absence.** Employees returning to work from Inactive Status of less than twelve (12) months, or Union Leave of Absence of less than twelve (12) months shall retain their seniority; in addition, shall be credited with any seniority they would have accrued had they not been on Inactive Status, or Union Leave of Absence.
- 9.6 Layoff.** Employees returning from involuntary layoff for a period of less than thirty (30) months shall be credited with any seniority they would have

had had they not been on layoff status. This includes both Union seniority and Company service.

9.7 Resignation or Discharge. Seniority or length of service terminates in case of resignation or discharge.

**ARTICLE 10
LAYOFFS AND REEMPLOYMENT**

10.1 Definitions

10.1.1 “Discharge” - termination for just cause and discharge creates an unsatisfactory service record.

10.1.2 “Resignation”- an employee’s voluntary termination of employment.

10.1.3 “Layoff” - as used herein, means termination for lack of work. An employee laid off retains satisfactory record of performance with the Company.

10.1.4 “Release from Employment” - any termination other than discharge, resignation, or layoffs as defined in 10.1.1, 10.1.2, and 10.1.3.

10.2 Layoffs

10.2.1 Layoffs due to force reduction will be made on the basis of unit seniority.

10.3 Reemployment. For period of thirty (30) months following layoff, said laid off employees with at least ninety (90) calendar days continuous employment in the bargaining unit immediately prior to layoff shall be given preference in the matter of reemployment.

The Company shall not be required to consider any employee for reemployment who does not notify the Manager of Labor Relations, in writing, fifteen (15) days after the layoff of his desire to be reemployed. It will be the employee’s responsibility to inform the company and the Union of any change in address or phone number(s). The Company will give such notice of the reemployment offer by certified mail addressed to the employee’s last address as shown in the Company’s records. A copy of this notice will be sent to the Union. Failure to notify the Company of acceptance within (15) days of receipt will result in loss of seniority for recall.

ARTICLE 11
BIDDING

- 11.1 Vacancies.** When vacancies occur in an area within the work unit; the employee having the most seniority shall be given consideration; provided in the opinion of management; the employee has the proper qualification to perform the duties.
- 11.2 New Positions.** An opening resulting in an increase of employees covered under this Agreement will be open for bid. The new position and one subsequent position will be bid with remaining opening(s) being filled by assignment.
- 11.3 Job Abolishment.** Employees affected by job abolishment, resulting in no decrease of employees covered by this Agreement, will be allowed to bump positions held by employees with less seniority. The bumping process will be limited to the initial and one subsequent position with remaining openings being filled by the junior employee if qualified. On a job abolishment within a classification, within area, the senior employees will be asked first (senior choice, junior force).
- 11.4 Reduction in Force.** Employees affected by reduction in force will be allowed to bump positions held by employees with less seniority.
- 11.5 Temporary Assignments.** Qualified and available employees may be temporarily assigned, for absentee relief, vacation relief, or other temporary situations. It is understood that at the completion of the temporary assignment the employee will be returned to his/her previous assignment.
- 11.6 The Company may rotate employee work assignments.** The Company and the Union agree that employees may be assigned to work at the Site or in Town as needed.

ARTICLE 12

HOLIDAYS

12.1 Holidays

12.1.1 Schedule. Employees will be eligible for eighty (80) hours of holiday per year observed under the Company's annual holiday schedule.

12.1.2 Holiday Pay Reconciliation. Employees will have a holiday pay reconciliation at the end of each calendar year to ensure they are paid no more or less than 80 hours prorated on the basis of the number of holidays for which they were entitled.

12.2 Pay for Holidays. Employees will receive straight time pay for all their scheduled holiday hours whether worked or not. Employees will also receive time and one-half (1-1/2) for all hours worked on a holiday, including applicable shift differential. (Reference Article 8.7)

12.3 Holiday Pay Restrictions. Pay under Section 12.2 above is not applicable to those employees on leaves of absence, inactive status, and unapproved absence. Employees who are off work in another paid leave status shall receive their daily straight time base pay for the appropriate holiday hour schedule in lieu of any other paid leave benefits.

12.4 Additional Holiday. In the event that an additional holiday is extended throughout the Company, such holiday will be extended to members of this unit.

12.5 Holiday Curtailment. The Company may have a holiday curtailment during the Christmas/New Year time period, which will be mandatory for all non-essential workers. During the holiday curtailment, employees not required to work will need to record either personal leave or "O" time (unpaid leave) to cover any hours above the yearly allotted eighty (80) hours.

12.6 Employees will be allowed to use time-off-without pay (code 030) during the annual Holiday curtailment prior to exhausting their PL bank hours if they so choose.

The Company and the Union agree that the hours coded as time off without pay during the Holiday curtailment in December will not count toward the one hundred twenty (120) hour time off without pay usage limitation if the employee is not scheduled to work.

ARTICLE 13

SECURITY PLANS AND BENEFITS

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

Personal Leave

Medical Plan

Dental Insurance Plan

Vision Insurance Plan

Health Care Flexible Spending Account

Dependent Day Care Flexible Spending Account

Employee Life Insurance

Spouse Life Insurance

Dependent Children Life Insurance

Accidental Death and Dismemberment Insurance

Short-Term Disability Insurance

Long-Term Disability Insurance

Workers Compensation

Long Term Care Insurance

Service Awards

Leaves of Absence

Retirement Plan

Investment Plan

Holidays

Severance Pay

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 by all employees.

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

ARTICLE 14

UNION COMMITTEES AND REPRESENTATION

14.1 The Company will recognize one (1) Steward and one (1) Alternate Steward (2 alternates if membership exceeds 30), selected by the Union rank and file who are employees of the Company with at least ninety (90) days service, and covered by this bargaining unit. The Union shall notify the Company in writing within thirty (30) days from the signing of the Agreement of the names of the Steward and Alternate selected and shall give the Company five (5) days written notice of any changes in the Steward. Stewards will be permitted, when working conditions permit, as determined by their supervisor, to investigate complaints arising under the interpretation and application of this Agreement.

14.2 Workmen's Committee

14.2.1 The Company shall recognize a Workmen's Committee not to exceed the members selected by the Union and who are employees of the Company as referenced in Article 14.1.

14.2.2 Representatives of the Company shall meet with the Union Workmen's Committee and/or duly authorized representatives of the Union at regular monthly intervals for discussion of individual or mutual problems and questions arising under the terms of this Agreement. Additional employees over the amount authorized in 14.1 above may, with the mutual consent of Labor Relations and the Union, attend such monthly meetings.

14.2.3 Employees attending Workmen's Committee shall not lose scheduled base pay (excluding shift differential, where applicable) by reason of attendance of said meetings, including meetings provided for in Article 15, but excluding arbitration hearings.

ARTICLE 15
SETTLEMENT OF COMPLAINTS

15.1 Any complaint and/or difference of opinion, which involves the application or interpretation of the terms of this Agreement, shall be handled in the following manner:

Step 1 The employee and/or Union representative shall present the complaint in writing (hand or electronic) to the employee's immediate supervisor within eight (8) work days after knowledge of occurrence, but not more than forty five (45) work days from the date of the occurrence, and advise the supervisor that such complaint is being filed as a grievance under Step 1 of this Article, except that grievances involving discharge or disciplinary suspension will be filed according to the provision outlined under Subsection 15.2 of this Article. The supervisor shall give his decision within eight (8) work days after presentation.

Step 2 If a satisfactory understanding or adjustment is not reached with the supervisor, the grievance may be presented in writing (hand or electronic) within ten (10) work days of the supervisor's decision to the next level of supervision. The written grievance shall then be considered at the next scheduled monthly Workmen's Committee Meeting; however, an emergency meeting may be called by mutual agreement at any time. If the grievance is presented by the Union and a satisfactory understanding or adjustment is not reached in the Workmen's Committee meeting. The Manager of Labor Relations or the designee shall render to the Union a decision in writing within eight (8) work days of such request.

Step 3 If the Union is not satisfied with the written decision from the Manager of Labor Relations or the designee, the Union may refer, within five (5) work days of receipt of the written decision, the written grievance to the Grievance Board consisting of two (2) Company personnel and two (2) Union representatives. Each party will present its case to the Grievance Board. The Grievance Board will meet immediately after the grievance presentation in an attempt to resolve the grievance by majority vote. The decision of the Board

will be final and binding upon both parties. If the Grievance Board fails to agree upon a solution, the matter may be referred to arbitration under Step 4. Lawyers or legal aides will not participate at Step 3 or below.

Step 4 If the Grievance Board does not reach a solution and if the dispute involves the application or interpretation of the provisions of this Agreement, such dispute may be submitted to arbitration. If the Union desires to submit such dispute to arbitration, it will so notify the Manager of Labor Relations or the designee in writing within fifteen (15) calendar days from the date of the Grievance Board's decision provided in Step 3 above. In such event, the parties shall, within ten (10) calendar days, join in a request to the Federal Mediation and Conciliation Service to submit the names of five (5) arbitrators available for convening a hearing in sixty (60) calendar days after selection. The Union and the Company shall, within five (5) work days, alternately strike a name from the list (the first to strike shall be determined by lot) until the name of one individual remains. The remaining individual shall be the sole arbitrator of the question involved. His decision shall be final and binding on both parties. The parties will jointly request the arbitrator's decision within forty five (45) calendar days after receipt of briefs. The arbitrator shall not have the power to add to, disregard, or modify any of the terms of this Agreement. The fees and expenses of the arbitrator shall be borne equally by the Union and the Company. Each party shall bear the expense of preparing their case and shall make arrangements for and pay the expenses of witnesses called by the respective party. Unless the parties agree in writing to the contrary, an arbitrator may hear only one (1) grievance. Arbitration cases will be heard in order of appeal except discharge/termination cases will be heard before other cases. Notwithstanding anything herein, cases appealed to arbitration will be heard by an arbitrator within one hundred and eighty (180) calendar days of receipt of the arbitration panel or the grievance will be considered withdrawn.

15.2 In the event of discharge or disciplinary suspension, the individuals concerned, if they believe that they have been discharged or suspended without just cause, may present the matter in writing or request the Union to

do so to the Manager of Labor Relations or the designee within five (5) working days from the time of such discharge or disciplinary suspension and not thereafter. Within five (5) days after such matter is presented to the Manager of Labor Relations or the designee, he will render a decision in writing. If the parties remain in disagreement at the conclusion of the foregoing steps, such complaint may be presented through the regular grievance procedure starting with Step 3 of this Article.

15.3 Lapsed time references in this Article do not include Fridays, Saturdays, Sundays, or Holidays. Lapsed time within this Article can be extended by agreement of both parties when requested in writing.

15.4 An item can be tabled during the Workmen's Committee Meeting, if agreed upon by both parties, for a period not to exceed thirty (30) calendar days or the next workmen's.

ARTICLE 16

LEAVES OF ABSENCE FOR UNION BUSINESS

- 16.1** If conditions permit, leaves of absence aggregating not more than fifteen (15) calendar days will be granted during the period of this Agreement provided that not more than one (1) employee shall be granted a leave at any one time. Provided further, that seventy-two (72) hours prior notice is given to the Company of the dates the employee desires to leave and return. It is understood that such prior notice will be written whenever possible; however, in the event the notice is given verbally, a written confirmation will be made during the seventy-two (72) hour notice. For such leaves of absence the employee may use personal leave (PL) or time off without pay, but shall not affect the status of employees with respect to service benefits or seniority.
- 16.2** To conduct collective bargaining for a new contract, a union bargaining committee consisting of the 2 representatives shall be established to conduct negotiations with the Company. The Company will pay regular straight time wages, not to exceed 40 hours per week.

ARTICLE 17
HEALTH AND SAFETY

- 17.1** The Company and the Union recognize the importance of maintaining a safe working environment, promoting occupational health and accident prevention, and the general elimination of hazards to health and safety in the work place. The parties commit to comply with ISMS programs, 10 CFR 851 provisions, and seek employee involvement in the VPP Programs.
- 17.2** The Company will continue to make provisions for the health and safety of employees while at work and agrees to comply with applicable federal laws and DOE rules and regulations pertaining to the health and safety of employees covered by this Agreement.
- 17.3** The Union and appropriate representative(s) from within the Company shall meet with the Company managers as necessary to discuss general work area safety related items that are pending or have come to their attention during the intervening period. These meetings may also be utilized to discuss other related concerns, but in no way should be construed by either party to substitute for the Workmen's Committee meetings provided for in Article 14.
- 17.4** All employees shall cooperate by following safe work practices and complying with health and safety rules during employment; the proven violation of which shall be cause for disciplinary action. Conversely, nothing in this Health and Safety Article is intended to take away the right of the employee to process complaints through the grievance procedure as provided for in Article 15.
- 17.5** No Union representative(s) from within the Company shall lose time or pay for their respective work schedule by reason of attending a meeting provided for under this Article. Union representative(s) will code their timecards to reflect the actual hours performing official Union business and give a brief description of activities.
- 17.6** Joint minutes shall be recorded of all such meeting and copies distributed to both Union and management officials.

- 17.7** The Union Steward and Alternate may participate, up to report submittal on major (type A or B)-accident investigations conducted by the Company affecting an employee covered under the bargaining unit. The Union representatives shall receive a copy of all reports covering the investigation. If the Company is questioning an employee about a specific accident the Union Steward will be present.
- 17.8** Union representatives shall accompany the safety director or the designee during the physical inspection of the workplace and shall receive a copy of the report.
- 17.9 Step Back and Stop Work.** Employees have a right and responsibility to decline to perform an assigned task or stop work in accordance with the procedures in MCP 553 and the approved Workers Safety and Health Program.

ARTICLE 18

NO STRIKE – NO LOCKOUTS

- 18.1 Strikes and Lockouts.** There shall be no work stoppage, slowdown, sit-down, sympathy strike or lockout during the term of this Agreement. The Union shall not be liable because of any unauthorized work stoppage, slowdown, sit-down, or sympathy strike by the employees. Provided the Union cooperates with the Company and uses its full authority and best efforts to immediately terminate such action.
- 18.2** Except as allowed by this Agreement, Union or anti-Union activities during work time will not be permitted nor shall such activities be permitted that interfere with work performance. However, a special Union meeting will be allowed during employees' lunch time with supervisory approval.

ARTICLE 19

DISCIPLINARY ACTIONS

19.1 Employee Disciplinary Action. The disciplinary action process consists of four steps which increase in severity and include: Verbal Warnings with Written Documentation, Written Notices, Suspension Without Pay, and Discharges. Although the steps of the process are generally followed in the above sequence, the exercise of management discretion in individual circumstances may lead to different results such as the escalation of one or more steps, immediate dismissal for certain egregious behavior, or repetition of previous steps. All employees will be treated consistently under management procedure(s) governing disciplinary action.

19.1.1 Disciplinary Notices. Any unsatisfactory warning or notice shall be filed within thirty (30) calendar days (unless extended by mutual agreement) of knowledge of the occurrence and shall be brought to the attention of the employee within said period excluding days the employee is off work on approved leave. The employee shall be given two (2) copies of such notice. The employee should sign such notice indicating that the matter was brought to his attention but his signature does not imply concurrence, if the employee chooses not to sign the notice it shall be witnessed by an appropriate represented employee. If an employee requests Union representation during matters discussed under this subsection, the steward or designated alternate will be in attendance. Bargaining unit personnel will be treated consistently with other Company employees under management procedure(s) governing disciplinary action. Verbal warnings with written documentation will remain on file with the supervisor having administrative responsibilities over the employee. Written notices and suspensions without pay will, as a matter of record, be kept in the official personnel file maintained by Human Resources.

19.1.2 Duration of Notices. Verbal notices with written documentation may be retained for no more than twelve (12) months. Written notices are retained in an employee's personnel file for no more than twelve (12) months, after which an employee may request in writing to his/her manager that it be reviewed. If there have been no further

disciplinary action, the notice will be removed. Suspension without pay notices are retained in the employee's personnel file for no more than eighteen (18) months, after which the employee may request in writing to his/her manager that it be reviewed. If there have been no further disciplinary action, the notice will be removed. Once the retention period has expired the disciplinary action cannot be used for subsequent disciplinary action.

ARTICLE 20
MISCELLANEOUS

- 20.1 Physical and Mental Examination.** If, after consultation between the INL Occupational Medical Program (OMP) Industrial Physician, an employee's personal physician and/or a recognized specialist as applicable, there exists a dispute between the Union and the Company as to the physical or mental fitness of employees to return to work or to continue to work their regular job assignment, a board of three (3) accredited doctors of medicine shall be selected; one (1) by the Company, one (1) by the Union, and one(1) by the two (2) so named. The decision of the majority of this board shall be final. The Company shall bear the expense of the doctor of medicine of its choice and one-half (1/2) the expense of the doctor of medicine chosen by the first two (2). The Union shall bear the expense of the doctor of medicine of Union choice and one-half (1/2) the expense of the doctor of medicine chosen by the first two (2). In the event an employee is physically or mentally unable to perform any available job within the company work scope, after exhaustion of benefits, the employee will be laid off.
- 20.2 Assignment Outside the Bargaining Unit.** Employees temporarily assigned by the Company to a position outside this bargaining unit, provided employees have served their probationary period may, upon termination of the assignment, if within one (1) year, return to their former job or, in event such job does not exist, they may exercise their seniority for a job of like status and pay in the same section. They shall be credited with seniority they would have acquired had they remained in the Unit, in addition to the seniority they had on date of assignment.
- 20.3** The Company will pay for all required licenses and/or certifications; this includes one opportunity for renewal of licenses required of employees to perform their duties.
- 20.4 Privatization.** The parties recognize that one of the primary goals of the Department of Energy (DOE) is to transition our regional economy from a dependence on Federal funding to private industry and to increase efficiency of the work accomplished at the INL. Privatization is one means for accomplishing these goals, and Fluor Idaho, as the INL consolidation contractor, has responsibility to support DOE in this effort. Privatization is

the transfer of most, if not all, of a function to the private sector with a goal of transferring people and equipment whereby Fluor Idaho no longer performs most if not all of the function.

The parties also recognize the need to work cooperatively to minimize the impact on affected employees, the community and the operations of the INL. In this regard, Fluor Idaho will conduct open, forthright, two-way communications with IBT representatives, to develop options for dealing with the impact.

Fluor Idaho will develop and implement an evaluation process for functions identified as candidates for privatization. This process will provide for advance notification to the Union of candidate functions affecting IBT represented employees and an opportunity for the Union to provide input and alternative recommendations. The process applied to employees as a whole will be applied equally to IBT represented employees. Application of this process is subject to the grievance process. The technical merits of the evaluation, e.g. cost-benefit analysis and community impact, are not subject to the grievance process.

The parties will comply with any DOE contracting officer direction to privatize a function recognizing that a privatization action, including subcontracting, outsourcing, or any other similar approach, is in furtherance of DOE's Contract Reform objectives, and that any undue delay would significantly impair the achievement of those or other important Department objectives. Privatization of such functions will not be subject to the grievance process contained in the bargaining agreement.

This agreement is designed to provide a frame work of open and continuing communication. The parties agree to work together to ensure efficient implementation of INL privatization initiatives.

- 20.5 Bus Transportation.** Bus transportation to the Site is not a guaranteed service. Employees are responsible for reporting to their assigned work location unless their assigned work location is officially closed, regardless of where the employee lives.
- 20.6** The employee is authorized to review his personal file, created and held by the Company, by making a prior appointment with Human Resources, it is also understood that the employee can have a copy of any information contained in his personal file.

20.7 In accordance with Company policy, management will provide or reimburse an employee for the cost of travel for mandatory training as directed by management.

20.8 The parties recognize that it is in the best interest of both the Company and the Union for joint involvement in the inventory process. It is also recognized that it is the right and responsibility of the Company to establish procedures and processes as well as assign personnel as defined in Article 3 of the Agreement.

The following is agreed regarding inventories performed in warehouses at the INL that are covered under the current working Agreement.

The Company maintains a daily electronic inventory.

- To the extent deemed practical by management, material/parts specialists will be utilized jointly with non-represented employees to conduct inventories.
- Represented employees will be utilized in the inventory should it be necessary to physically move materials that are excessively or require material handling equipment.
- It is agreed by both parties that the inventory specialist within the warehouse is free to conduct daily inventories by himself.
- It is understood that the represented Teamster membership will be responsible for but not limited to, following procedures and qualified duties required by management in their work area.

20.9 It is understood that the receiving of material, by hand or electronic, is a warehouse activity that includes material delivered to the warehouse, drop shipped to the requestor, picked up by the requestor or bulk shipments currently handled by IBT (i.e. salt, gas, fuels).

20.10 First Drop Rights. In practice, materials delivered by vendors or their representatives to one of the receiving warehouses are distributed from the warehouses to the designated first drop points will be performed by warehouse workforce. The only exceptions to this practice are when a customer pickup at the warehouse is provided to meet special situations, and/or credit card purchases are urgently needed. Situations other than those discussed above will require the preapproval of warehouse operations and shall not bypass the receiving function. It is further understood that

Management retains the right to pursue changes to the operation taking in account security requirements that are more economical/cost effective. Any such changes will be discussed with the Union prior to implementation. Notwithstanding anything to the contrary in this agreement, the Union agrees that the delivery and keeping of tools, supplies, and stores on hand on the project(s) is not a violation of the IBT Agreement.

20.11 It is understood that should the INL be consolidated back under one contractor by the DOE, the original IBT certification will apply.

20.12 Joint Recognition

Fluor Idaho Warehouse Operation's workforce is represented by both the IBT and the IUOE. The Company has and will continue to recognize both Unions and their Collective Bargaining Agreements with the intent to retain and maintain each Union's relative scope of work. In order to provide efficiencies and flexibility throughout and across the site the parties agree to the following:

- Both parties will recognize Joint representation rights in performing this scope of work.
- Training will be offered equitably.
- Headcount will be proportional to each Union's relative scope of work.
- Jurisdictional boundaries in this area are shared.

20.13 Joint Jurisdictional Boundaries

Joint Jurisdictional boundaries of warehousing activities at ICP will be shared between the IBT and the IUOE Unions. Deliveries will be performed by either union to ICP designated warehouses.

ARTICLE 21
VALIDITY

21.1 Contract Subject to DOE Directives. The Company's operations are subject to certain prevailing authorities, including the Company's Management and Operating contract with the Department of Energy (contract DE-EM004083), the orders and directives of said department and all valid and applicable state and federal laws. Therefore, the parties intend that this agreement will be construed in a manner consistent with the prevailing authority. If any provision of this Agreement is, or becomes inconsistent with, a prevailing authority, the prevailing authority will prevail. Nevertheless, any such inconsistent provisions of the Agreement shall be separable and the remaining provisions shall remain in full force and effect. The parties shall meet for the purpose of negotiating a mutually satisfactory substitute provision if either party demands such a meeting within thirty (30) days or the identification of an inconsistent provision.

ARTICLE 22

SECURITY

- 22.1** The Company has certain obligations under its contract with the Government, which pertain to security. Therefore, if a Government agency concerned with the Company's security regulations advises the Company that any employee of the Company's covered by this Agreement is restricted from work on or access to classified areas, information, or material, the Company shall have the right to terminate the employment of any employee so restricted.
- 22.2** The Company and the Union shall comply with security regulations adopted by the Department of Energy (DOE) or as required by other Government contracts.

EXHIBIT “A”
CLASSIFICATION AND BASE WAGE RATES

Material/Parts Specialist

	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	Effective 12:01 a.m. 06/24/19 Through 06/21/20	Effective 12:01 a.m. 06/22/20 Through 06/20/21	Effective 12:01 a.m. 06/21/21 Through 06/19/22
Over 12 Months	\$33.01 (2.75%)	\$33.83 (2.5%)	\$34.85 (3.0%)
0-12 Months	\$31.77 (2.75%)	\$32.56 (2.5%)	\$33.54 (3.0%)

IN WITNESS WHEREOF the parties have caused this instrument to be executed by their authorized representatives this 20th day of June 2019.

FLUOR IDAHO, LLC

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS UNION,
LOCAL NO. 983

By: Fred Hughes
Fred Hughes, Project Manager
Fluor Idaho Project Manager

By: James H. Miura
James H. Miura
Director of Business Services

By: Robin L. Piers
Robin L. Piers
Director of Labor Relations

By: Brett C. Stacey
Brett C. Stacey
Labor Relations Manager

By: Casey P. Nielson
Casey P. Nielson
Warehouse/Property Supervisor

By: Lance L. Helsing
Lance L. Helsing
IBT Business Agent

By: Glenn R. Wilson
Glenn R. Wilson
IBT Steward

By: Dallas D. Grende
Dallas D. Grende
Bargaining Committee

2019

Yearly Calendar

January						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2020

Yearly Calendar

January						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

2021

Yearly Calendar

January						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2022

Yearly Calendar

January						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

