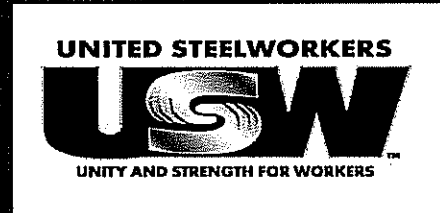


**WORKING AGREEMENT
-BETWEEN-**



BATTELLE ENERGY ALLIANCE

-AND-

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

**Effective June 1, 2008
Through
May 31, 2011**

CONTENTS

1.	RECOGNITION.....	1
2.	UNION SECURITY	7
3.	MANAGEMENT RIGHTS.....	10
4.	EMPLOYEE DUTIES RESPONSIBILITIES	11
5.	HOURS OF WORK AND WORK SCHEDULES.....	14
6.	OVERTIME	19
7.	SENIORITY	28
8.	PROMOTIONS, DEMOTIONS, TRANSFERS, LAYOFFS, UPGRADES, TERMINATIONS, AND REEMPLOYMENT	33
9.	WAGES AND CLASSIFICATIONS	45
10.	SHIFT DIFFERENTIAL.....	47
11.	HOLIDAYS AND HOLIDAY SCHEDULES	48
12.	PREMIUM PAY	54
13.	SECURITY PLAN AND BENEFITS.....	57
14.	LEAVE OF ABSENCE FOR UNION BUSINESS	59
15.	GRIEVANCE PROCEDURE.....	61
16.	UNION COMMITTEE AND EMPLOYEE REPRESENTATION	64
17.	BULLETIN BOARDS	67
18.	APPRENTICESHIP PROGRAM	68
19.	HEALTH AND SAFETY	70
20.	MISCELLANEOUS.....	72
21.	SUBCONTRACTING	80
22.	NON DISCRIMINATION.....	82

23.	VALIDITY	83
24.	TERM OF AGREEMENT	84
	EXHIBIT "A" WAGE/CLASSIFICATION	86
	EXHIBIT "B" PROMOTION AND DEMOTION CHART	89
	ATTACHMENT "A" PRIVATIZATION/OUTSOURCING	95
	NON DISCLOSURE AGREEMENT	101
	COURT REPORTER/TRANSCRIPTS	103
	WORKING AGREEMENT FOR PACE DOSIMETRY TECHNICIANS.....	104

This Agreement between Battelle Energy Alliance (hereinafter called the “Company”) and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and Local No. 652 (hereinafter called the “Union”), WITNESSETH:

**ARTICLE 1
RECOGNITION**

1.1 Company Recognition of the Union. The Company recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours, and working conditions for the employees in the following described bargaining units at the Department of Energy (DOE) Project near Arco Idaho: (In case of a discrepancy between any unit definition in this agreement and a definition contained in the pertinent NLRB order, the definition in the NLRB order will be controlling.)

1.1.1 Operations and Maintenance. Operations and Maintenance employees at the IRC and associated buildings in Idaho Falls; any other DOE owned Laboratories operated by the Company; internal moves in and between Company controlled facilities in Idaho Falls; Base Freight runs as currently performed by USW; and onsite facilities within the responsibility and jurisdiction of the Company (see Section 1.2 Exclusions).

1.1.1.a All operating and maintenance employees of the employer at its Idaho Chemical Processing Plant, including Analytical Control Laboratory employees at the Chemical Processing Plant, (National Labor Relations Board Order of February 19, 1954, in Case no. 19-RC-1399).

1.1.1.b The SWEPP Operators (National Labor Relations Board, Case No. 27-RC-7480, voluntarily recognized on June 20, 1994).

1.1.1.c Experimental Machine Shop Employees. All Experimental Machine Shop employees at the Reactor Technology Complex at the employer's facilities at the Idaho National Laboratory (INL) near Arco, Idaho, (National Labor Relations Board, Case No. 19-RC-255 1).

1.1.2 Telephone Operators. All Telephone Operators at the employer's INL near Arco, Idaho, and the Idaho Falls, Idaho, switchboard operation, including part-time Operators, (National Labor Relations Board, Case No. 19-RC-1911).

1.1.3 Printing and Reproduction Machine Operators. All printing and reproduction machine operators in the Scientific and Technical Information Services (STIS) Department (formerly Technical Publications) at the employer's INL near Arco, Idaho, and at the Idaho Falls, Idaho, Printing and Reproduction Shop operations (National Labor Relations Board, Case No. 19-RC-2055).

1.1.3.a All employees employed by the employer in the STIS Copy Centers at the INL Site near Arco, Idaho, and in Idaho Falls, Idaho (NLRB Case No. 19-RC-9216).

1.1.4 Cafeteria Employees. All cafeteria employees employed by the Company at the INL Site near Arco, Idaho, including part-time cafeteria employees (National Labor Relations Board, Case No. 19-RC-3620).

1.1.5 Mail Clerk Employees. All Mail Clerks employed by the Company in connection with its operation at the INL, Scoville, Idaho, and the Company facilities in Idaho Falls (National Labor Relations Board, Case No. 19-RC-4954).

1.1.6 Photo/Video/ Image Processing and Micrographics Employees. All employees in Company Photo/Video/Image Processing and Micrographics Units of the INL near Arco, Idaho, and in Idaho Falls, Idaho, (National Labor Relations Board, Case No. 19-RC-7100).

1.1.7 Medical Division Employees. All Nurses, Medical Technologists, X-Ray Technologists, and LPN Examining Technologists employed by the Company, at its facilities located at the Department of Energy, INL Site near Arco, Idaho, and in Idaho Falls, Idaho, (National Labor Relations Board, Case No. 19-RC-9592).

1.1.8 Radiation Control Technicians. All Health Physics Technicians employed by the Company at its Idaho Chemical Processing Plant at the INL near Idaho Falls, Idaho. (National Labor Relations Board of February 22, 1974, in Case No. 19-RC-6950.)

1.1.8.a All Radiation Control Technicians as certified by the National Labor Relations Board, January 23, 1995 Case No. 27-RC-75 15.

1.1.9 Decontamination Technicians. All Decontamination Technicians employed by the Company at its Idaho Chemical Processing Plant at the INL near Idaho Falls, Idaho. (Case No. 19-RC-7013 voluntarily recognized on March 12, 1974.)

1.1.10 Clothing Issue Technicians. All Clothing Issue Technicians employed by the employer at its Idaho Chemical Processing Plant at the INL near Idaho Falls, Idaho. (National Labor Relations Board order of May 27, 1977, in Case No. 19-RC-8374.)

1.1.11 Vehicle Repair. All Vehicle Repair employees classified as Vehicle Repair Specialists and Vehicle Repair Specialist Helpers in the Company Fleet Operations (formerly Fleet Management) area at the INL (National Labor Relations Board, Case No. 27-RC-7080).

1.1.12 Dosimetry Technicians All Dosimetry Technicians employed by the Company at the INL site, (National Labor Relations Board order of August 22, 2003 case No. 27-RC-8264).

1.2 Exclusions. The following employees are excluded from the units described in 1.1: Confidential, administrative, professional (excluding those Medical Division employees included within NLRB Case No. 19-RC-9592), office clerical employees, guards, and supervisors, as defined by the Act. It is intended that all those employees and their replacements that were excluded from the units above before the three Agreements (EG&G Master, EG&G Fleet Mechanics and WINCO CPP) were combined remain excluded and that by combining the three Agreements neither party has agreed to either

extend or give up representation beyond those employees and their replacements previously not covered or covered by the three Agreements.

Employees in represented units currently covered by the bargaining unit shall be covered by this bargaining unit agreement. Should any consolidation or reorganization occur whereby previous BBWI represented employees or units become part of or under the control of BEA, they also shall become a part of the bargaining unit agreement.

PART-TIME EMPLOYEES

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

1.3.1 It is understood the definition of part-time is an employee hired by the employer to work less than forty (40) hours per week.

1.3.2 It is agreed that the Company may employ part-time employees for work in connection with and needed to supplement regular, full-time employees during absences and for work load requirements. It is recognized that it is not the Company's intention to replace regular full-time employee/ position with part-time employees. The number of part-time employees will not exceed twenty percent (20%) in the Telephone, Cafeteria, and Medical, Mail Room, or Custodian units. In units of less than five (5) employees, the limit shall be one (1) part-time employee. Additionally, the number of part-time employees in each of the other units shall not exceed six (6) employees (one [1] per area). Extensions of this limit will be mutually agreed upon by the Company and the Union.

1.3.3 During their employment, part-time employees shall accumulate unit seniority from the date of employment in their respective classification on a separate seniority list titled part-time seniority. Part-time employees will only have seniority among part-time employees in their respective classification. To fill a full-time bargaining unit position, qualified part-time employees in the classification will be offered the position. Part-time employees progressing to regular, full-time status will

accumulate unit seniority on the full-time seniority list in their classification from the first full day of continuous employment as a regular, full-time employee.

1.3.4 In the event of resignation or termination for just cause, part-time employees are covered under all applicable procedures in the Working Agreement and grievance procedures.

1.3.5 In the event of reduction in force, a regular full-time employee may displace a part-time employee in his classification. When a part-time employee is laid off, he will be covered by procedures in the Working Agreement, Article 8.3, Re-employment Following Layoff.

1.3.6 Part-time employees shall be eligible for participation in the security plans and benefits for part-time employees, in accordance with Article 13, Security Plans and Benefits.

1.3.7 Part-time employees shall receive the established base rates of pay for work which they perform. Part-time employees shall be credited with actual hours worked for determining base wage rate progression in accordance with Exhibit A.

1.3.8 Part-time employees shall not be eligible for overtime, temporary upgrades, or shift assignments until such time as the Company has exhausted all reasonable attempts to fill the assignment from full-time employees. Part-time employees shall receive overtime, holiday, or shift differential for work performed.

1.3.9 A part-time employee will accumulate one (1) hour of holiday straight time pay for every twenty-six (26) straight time hours worked (excluding overtime hours). Additionally, he/she will receive time and one-half (1 1/2) for all hours actually worked on a holiday including the applicable shift differential.

1.3.10 It is understood there shall be no pyramiding of overtime, holiday, and/or premium pay. If time worked falls under two (2) or more such categories, the higher rate shall prevail.

**ARTICLE 2
UNION SECURITY**

2.1 Union Membership. Union membership will be made available for employees of the Company employed in positions covered by this Working Agreement.

2.2 Terms of Union Membership. The Union will make membership in the Union available to all employees covered by this Agreement on a non-discriminatory basis.

2.3 Deduction of Union Dues. The Company agrees to deduct dues on a weekly basis from the wages of employees covered by this Agreement, who authorize such deductions of their union dues, and to remit such dues within thirty (30) days of receipt to the Secretary-Treasurer of Local No. 652 of the Union. In the event of a change in the amount of the union dues, the Company will deduct such changed amount only after thirty (30) days notice, in writing, to the manager of Labor Relations from the Secretary/Treasurer of the Local Union.

2.3.1 Military Leave. The Union and Company agree that the Company will discontinue the deduction of Union dues for USW-representative employees while they are on active duty military leave. The Company also agrees to automatically reinstate the deduction of union dues as soon as the employee returns from active duty and is in active employee pay status.

2.4 Company Protection from Liability. 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.

2.5 Union Solicitation. 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.

2.6 Notification of New Hires. By the fifteenth (15th) of the month, the Company shall provide the Union a monthly listing of all new hires, transfers, and terminations to or from the bargaining units.

2.7 Check-off Authorization. The conditions controlling the deduction of Union dues are stated on the following Check-off Authorization Form. The Company will allow a Union representative to distribute a Check-Off Authorization form to a newly-hired represented employee.

2.8 Dues Deduction. Within the meaning of the dues deduction authorization, membership dues will include only that regularly required equally of all members which has been designated as membership dues pursuant to appropriate Union constitutions and by-laws.

2.9 Federal Enclave. In the event the INL is designated as a federal enclave, the parties to this agreement will meet in a timely manner to discuss an Article 2 "Union Security" proposal from the Union.

Check-Off Authorization

I hereby authorize BATTELLE ENERGY ALLIANCE, (my employer) to deduct from my wages on the first pay period hereafter, and on a weekly basis thereafter an amount equal to my monthly union dues times 12, then divided by 52, payable to UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, Local No. 652. Such deductions shall continue for a period of one (1) year from the date hereof and for each year thereafter, unless terminated by me on the anniversary date by thirty (30) days prior written notice to the Company and the Union. Provided further, I expressly reserve the right to cancel this authority at any time after the termination of the present collective bargaining contract between my employer and the above named Union. If I am permanently transferred outside the bargaining unit, or on layoff status, or on an inactive payroll of the employer, this authorization shall be null and void.

Date: _____

Employee's Signature: _____

Employee's S# _____

ARTICLE 3
MANAGEMENT RIGHTS

The Union recognizes that managerial functions inherent in the conduct of business by an employer are retained by the Company. The management of the Company and direction of its employees except to the extent modified or deleted by this Agreement remain vested in the Company. Such rights of management include but are not limited to the following: the introducing of new or improved production means, methods, processes or equipment; verifying work has been performed correctly; determining the size and the composition of the work force; the establishment of work rules; discipline of employees for cause; and the hiring, reducing or increasing of the work force.

ARTICLE 4
EMPLOYEE DUTIES AND RESPONSIBILITIES

4.1 Employee Supervision. Each employee will be assigned work by one recognized supervisor and will be responsible to that supervisor for proper performance. Administrative matters such as personal leave requests may require notification of an administrative supervisor having administrative responsibility for the section.

4.2 Reporting for Work. When reporting to work, each employee will report at a place and time designated by his supervisor.

4.3 Unavoidable Absences from Work. Any employee who finds he will be unable to report for work when due will notify his supervisor or other designated person of his expected absence at least two (2) hours in advance whenever possible stating the reason or necessity for such absence. (Medical employees shall be required to give three [3] hours notice.) The giving of notice does not insure that the absence will be approved or paid. It is the intention of the Company to administer this provision uniformly as consistent with the facts in each case.

4.4 Complying with Established Work Rules. Each employee will observe Company policies and prescribed rules regarding attendance, work performance, personal conduct, safety, radiological safety, security, and substance abuse. Employees should go to their first line supervision on questions pertaining to Company policies and prescribed rules.

4.5 Work Assignments. 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, including minor maintenance to equipment utilized by bargaining unit personnel and running maintenance. Running maintenance, as used herein, when applied to operations

employees, means minor maintenance necessary for efficient operation of equipment such as, but not limited to, tightening packing glands on pumps, valves, etc., but shall not include overhaul work.

4.6 Additional Work Assignments. Employees who are temporarily not needed to do their usual existing work may be required to perform other work for which they are qualified, with the objective of utilizing all available manpower effectively and economically. When all things are equal (such as, availability, qualifications, continuity) seniority will be the deciding factor for the assignment. Supervision will notify the appropriate Union representative when making assignments.

4.7 Clarification of Worksharing. The parties recognize that there are distinguishable skills between various classifications. At the same time, it is agreed that there is work that, although traditionally assigned to specific classifications, can be performed safely, efficiently and economically by employees in other classifications. Such work would typically require no additional training or only nominal training which will be provided to those employees assigned to perform the work.

4.8 Ceasing Work. Where relief is scheduled, no employee shall cease work until his relief begins work or until released by his supervisor.

4.9 Cooperation in Jobs, Methods, Personnel, and Performance. The Workmen's Committees and/or employees will furnish information to the Company concerning their work and cooperate with and assist the Company in formulating, establishing and maintaining, and/or applying programs or job analysis, job evaluation, job instruction, improved job methods, personnel evaluation, safety, training, performance tests, qualifications, certifications, and recertifications.

4.10 Maintaining Certifications/Qualifications/Licensing. Employees will be required to maintain certifications/qualifications/ licensing to meet operational needs. It is recognized by both the Company and the Union that operational training and skill requirements are subject to change as business practices, technology, plant modifications,

and applicable regulations affect work performed under the Working Agreement. Significant changes will be discussed with the Union. The Company will provide appropriate training with equal opportunity over a reasonable amount of time to allow employees to remain certified/qualified/licensed to perform work within their classifications. Employees will be required to participate in training programs and maintain certification/qualification/licensing requirements. Employees who fail to certify/recertify/qualify/requalify or maintain their license will be demoted in accordance with Section 8.2.2. If there is no opening in their classification, the affected employee will be terminated.

**ARTICLE 5
HOURS OF WORK SCHEDULES**

5.1 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.

5.1.1 Work Week. The work week for employees starts at 12:01 a.m. on Monday and ends seven (7) days later.

5.1.1.a The work week for off-site employees working the 9X80 schedule will start at 11:00 AM on Friday and end seven (7) days later on Friday at 11:00 AM.

5.1.2 Work Day. The work day starts at 12:01 a.m. and ends twenty-four (24) hours later.

5.1.3 Posting Work Schedules and Change Notification. Current schedules of work for all employees shall be posted by the Company. In the event of a change in schedule, the employee shall be notified in writing. Otherwise, the employee shall be notified verbally and acknowledge such notification, with written confirmation as soon thereafter as practical.

5.2 Work Schedules for Day Workers.

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

5.2.1.1 5X8 Schedule. This schedule will be Monday through Friday inclusive. Workers will be scheduled for eight and one-half (8-1/2) hours with a thirty (30) minute unpaid lunch period. Start times will be between 6 a.m. and 10 a.m. Release times will be eight and one-half (8-1/2) hours later, between 2:30 p.m. and 6:30 p.m.

5.2.1.2 4X10 Schedules. This schedule will be four (4) consecutive days either Monday through Thursday or Tuesday through Friday. Workers will be scheduled for ten and one-half (10 1/2) hours with a thirty (30) minute unpaid lunch period. Start times will be between 6 a.m. and 10 a.m. Release times will be ten and one-half (10 1/2) hours later between 4:30 p.m. and 8:30 p.m.

5.2.2 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 5.2.1 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 can not be anticipated in all cases. However, the attributes of such schedules can be described as:

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

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

5.2.2.3 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.

5.2.2.4 Meal Period. Thirty (30) minutes or one (1) hour unpaid meal periods will normally be provided on any alternative work schedule. An exception would be made for an employee covering for a 12 hour shift worker and he will be paid for his meal period.

5.3 Work Schedules for Shift Workers

5.3.1 Requirements for Shift Work The seven-day operations at the Site require employees to work schedules to support those operations.

5.3.2 Types of Shifts. An employee may be assigned to any of these shift schedules to support Site operational activities.

5.3.2.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 shift.

5.3.2.b Fixed Shifts. Where an employee works a steady shift other than days.

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

5.3.3 Rotating Shift Work Schedule.

5.3.3.a Rotating Eights (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.

5.3.3.b Rotating Twelve's (12s). 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.

5.3.3.c Work Weeks. For rotating eights (8s), work weeks will normally contain consecutive work days and be based on forty (40) hours Monday through Sunday inclusive. For rotating twelve's (12's), 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.

5.3.4 Shift Worker Meal Break As business needs allow, shift workers working twelve (12) hour shift will be allowed reasonable time to eat every four (4) hours, but not to exceed two (2) meal breaks per shift. Other shifts will be allowed one meal break near the middle of the shift.

5.4 Schedule Changes

5.4.1 Premium Pay for Short Notice. When an employee's schedule is changed, and at least forty-eight (48) hours notice prior to the time he is to report for work on the new schedule is not given, the employee shall receive pay for the time worked on the first shift of the rearranged schedule at the rate of one and one half (1 1/2) times his regular base wage rate. This provision does not apply in cases of promotion (to the employee promoted) or when schedule changes to suit the personal convenience of one or more employees are permitted. Premium pay under this clause shall not be paid for a rearranged schedule to the extent the change in schedule results in overtime or for work performed subject to the holiday premium.

5.4.2 Pyramiding. In no case will any premium pay, including overtime, be pyramided.

5.4.3 Changes Between 8, 10, or 12 Hour Schedules. The Company will make every reasonable effort to schedule work in such a manner that the moving of personnel between the 8, 10, or 12 hour schedules is made in full week increments whenever practicable, and to avoid such moves during weeks containing holidays. In the event a mid-week schedule change occurs in/out of the 8, 10, or 12hour schedules, the affected employee will be paid one and one-half (1 1/2) times his base wage rate for the first such change in the work week. Premium pay will not be paid for a subsequent change within the same work week to return to his original schedule.

This premium shall not be paid to an employee who is notified of a schedule change prior to beginning the series of consecutive shifts that define his work week.

5.4.4 Schedule Change at Request of Company. No employee shall lose any scheduled time or pay within the work week (exclusive of shift differential), by reason of having worked overtime or by reason of shift or schedule changes made at the request of the Company. Normally an employee's scheduled days off within the work week will not be changed after the employee has started work on his schedule for that work week.

5.4.5 Premium Pay for Less Than Twelve Hours Between Shifts.

Employees will receive one and one half (1 1/2) times the base rate of pay for the time worked on the first shift of the rearranged schedule when the Company fails to allow at least twelve (12) hours off between shifts. This provision does not apply in cases of promotion (to the employee promoted), shift changes created by employees exercising bid rights, as per Article 8, Section 8.12, or shift changes made at the request of one or more employees.

5.5 Reporting. Each employee will arrive at his post of duty sufficiently in advance of shift change that he may prepare himself to assume his job responsibilities at the time appointed for his shift to begin.

ARTICLE 6 OVERTIME

6.1 Overtime Rates. Overtime rates, computed at one and one-half (1 1/2) times the sum of 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.

6.2 Work on Scheduled Days Off. All hours worked by an employee on his scheduled days off shall be paid by the Company at one and one-half (1-1/2) times his hourly rate of pay subject to the 40-hour requirement in Section 6.1.

6.3 Required Time-Off to Avoid Overtime. No employee shall be required to take time off during his scheduled work week to avoid the payment of overtime.

6.4 Overtime Records

6.4.1 Recording and Posting Overtime Hours. A current record of overtime accumulated by each employee will be maintained. Area overtime rosters incorporating the records of area employees will be posted in the appropriate work locations. For the purpose of such overtime accumulation records, overtime assigned or offered will be considered the same as if accepted and worked. Only hours worked or offered outside an employee's regular schedule will be credited to his overtime record but in no case will the employee be charged for more than the actual hours worked on the overtime assignment, except as provided in 6.7.10. An employee may request in writing to be automatically charged for overtime refusal without notification. This request remains in effect until withdrawn.

6.4.2 Transferring Overtime Hours. New employees, including recalled employees, and those promoted, demoted, transferred (regular or temporarily) to another area or classification will be credited with the average overtime hours accumulated by all employees in the classification in the respective area. This will occur within the first full shift. An employee on temporary assignment who completes the week will remain on that area overtime roster until the end of the work week. Upon returning to his assignment, such employee's overtime record shall include all overtime hours worked during the temporary assignment.

6.5 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.

6.6 Eligibility

6.6.1 Overtime for Temporary, Part-Time, and Probationary Employees. Except in emergencies, temporary hires and part-time or probationary employees will not be eligible for overtime assignments in their work area until all regular employees in the area have been offered the overtime assignment. For the purposes of administration of the Section, an emergency shall be defined as a situation which is a potential health or safety problem, or work which requires immediate attention and all readily available manpower.

6.6.2 Overtime Eligibility for Employees on Temporary Upgrade. An employee on temporary upgrade will be eligible for overtime assignments in his regular classification for one week. The qualified employee on temporary upgrade will then be eligible for overtime assignment in the upgrade classification after one full work week in said classification. The employee will be brought into the upgrade classification overtime roster with hours equal to the highest hours on the roster. Once such employee is eligible for overtime assignment in the upgrade classification, he will not be eligible for an overtime assignment in his regular classification until he returns to continuous work in his regular classification. Continuous work in his regular classification will be defined as

assignments of one day or greater. Personal Leave, Holiday, and training will not constitute a break in upgrade for overtime eligibility.

6.6.2.a Overtime for Upgraded Lineman. The Company and Union agree to allow Electricians I/C who are temporarily upgraded to the Lineman classification to work overtime in that classification immediately upon upgrade rather than waiting a full week.

6.7 Overtime Distribution

6.7.1 Overtime Groups. The overtime rosters as administered and configured currently will not change for the duration of this contract. The following overtime group will be established.

F&SS Vehicle Repair Specialists

If there is a change needed to the overtime roster, the union and company shall convene to discuss and correct the problem.

6.7.2 Overtime Adjustments. When it has been agreed by the Company and the Union that a qualified employee has been improperly by-passed for an overtime assignment on a particular overtime roster the Company will remedy it as follows:

With each individual overtime roster, when there is an improper assignment of overtime on an overtime roster, up to two (2) times over a eighteen (18) month period beginning with contract ratification, the affected employee(s) will be offered the next available overtime assignment the employee is qualified to work. The employee will have the opportunity to either work the assignment or turn it down and the matter will be considered resolved. The actual hours worked will be paid.

If an improper assignment of overtime on a particular overtime roster occurs a third (3rd) time within the eighteen (18) month period the affected employee(s) will be compensated in the amount he would have earned had the proper assignment been made. Occurrences beyond the third (3rd) time will be handled in this same manner. An improper overtime assignment made by a represented employee being utilized under 6.7.16 will not be counted under this provision.

6.7.3 Overtime Volunteer List. There will be a weekly overtime volunteer list posted for each classification within an area. Employees desiring overtime work during that week will sign the weekly overtime volunteer list and indicate the day(s) they are available for overtime assignments and the amount of overtime hours accumulated at the time of signing. A sign-up cutoff time will be established for each overtime roster, with input from those on the roster. An employee may request in writing to be automatically charged for overtime refusal without the overtime being offered. The request remains in effect until withdrawn.

6.7.4 Assignments from the Volunteer Overtime List. The Company will initially assign overtime hours to the employees who have signed the weekly volunteer overtime list on the days the employees have indicated availability. Initial assignments will be made to those employees with the lowest amount of accumulated overtime. Where overtime hours are equal, seniority will prevail.

6.7.5 Overtime Requirements in Excess of Available Volunteers. In the event the Company's overtime requirement exceeds the available volunteers or if there are no volunteers, the Company may assign the overtime to be worked to qualified employees, beginning with the employee who has accumulated the least amount of overtime hours.

6.7.5.1 Overtime Assignment. Beginning with the employee with the lowest accumulated hours on the overtime roster, the overtime will be made in the following order:

- (1) Volunteer (V)
- (2) No Preference (N, N.P., or Blank), (No Preference will constitute a force in the absence of not enough volunteers)
- (3) Refusal (R)

If there are no volunteers, the Company may force the overtime to be worked, beginning with the employee with the least amount of overtime hours. An employee who is forced for an overtime assignment may attempt to find a volunteer for the overtime assignment for the work area to substitute for him. Both the assigned individual and the substitute volunteer will report back to the overtime administrator or supervisor. Management will confirm and approve the change in the overtime assignment.

6.7.5.2 Charging Overtime Assignments

- (1) Volunteer (V)
 - (a) All hours worked will be charged to the overtime roster.
 - (b) Employees who volunteer on the overtime roster and then are not available for the overtime assignment or shall be double charged for the assignment.
 - (c) If a substitute employee volunteers to work for the employee signed to work overtime, both the assigned employee and the substitute employee will be charged for all hours worked.
- (2) No Preference (N, N.P., or Blank)

(a) Employees indicating No Preference on the overtime roster and work the overtime assignment shall be charged for all hours worked.

(3) Refusal (R)

(a) Those employees that Refuse (R) on the overtime roster shall be charged the hours worked by an individual that has accumulated overtime hours by the Volunteer (V), as well as those with No Preference, (N, N.P., or Blank) that are equal to or lower than the employees assigned to work the overtime.

(b) Those employees with No Preference (N, N.P., or Blank), shall not be charged any hours for overtime worked.

6.7.6 Zeroing Overtime Records. Effective the first week of each contract year, all employee overtime rosters shall be reduced by the number of hours of the low person in each classification. The parties agree to readdress overtime issues relative to spread at the start of contract year. If issues remain, a Memorandum of Understanding will be negotiated.

6.7.7 Overtime Assignments With More Than Three (3) Hours Notice. If the overtime assignment is offered at least three (3) hours in advance of an overtime requirement, the overtime assignment shall be made to the employee who has signed the weekly volunteer overtime list who has the least amount of overtime, whether or not the employee is at work.

6.7.8 Overtime Assignments With Less Than Three (3) Hours Notice. If the overtime assignment is not offered at least three (3) hours in advance of an overtime requirement, the assignment may be made to the employee at work who has signed the weekly volunteer overtime list and who has the least amount of overtime in the job classification.

6.7.9 Overtime Volunteer Availability Required If an employee signs the weekly volunteer overtime list indicating his availability on his days off or off duty hours, he must be available upon notification to report for work on an overtime assignment.

6.7.10 Overtime Volunteer Non-availability Penalty. If an employee signs the weekly volunteer overtime list and refuses an assignment or is not available to be reached, the employee will be charged double the actual hours worked.

6.7.11 Special Overtime Requirements. It is recognized that certain jobs may require special crew assignments and/or job continuity and the assigned personnel may continue with the overtime assignment. Supervision will notify the appropriate Union representative when making the assignment.

6.7.12 Weekly Overtime Limits. No employee shall be permitted to work more than seventeen (17) consecutive hours, nor more than twenty-seven (27) hours in any forty-eight (48) hour period, nor more than seventy-two (72) hours in any seven (7) day period, and for twelve (12) hour shift workers, within twelve (12) hours of a scheduled twelve (12) hour shift. Employees shall not be forced to work more than sixty-four (64) hours in a work week or more than fourteen (14) consecutive days without having two (2) consecutive days off. Consistent with the above limitations, a 4 X 10 day worker will not be forced to work more than 12 hours in a work day more often than once during the normally scheduled work week (midnight Sunday through midnight Thursday). These limits will not apply in unusual or critical circumstances.

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

6.7.14 Overtime for Union Officers. Union officers (i.e., President, Vice President, Workmen's Committee representative, Trustee and Secretary) shall not be charged for overtime refusals when such refusals are necessitated by the officer's

scheduled attendance at Union meetings, executive board meetings and/or Workman's Committee meetings. This provision shall not be construed to release a Union official from the obligation to work when a forced overtime situation occurs.

6.7.15 Overtime Prior to Personal Leave or Scheduled Shift. The Company shall not require an employee to work overtime after his last scheduled shift prior to going on personal leave. The Company also agrees that personal leave continues up to the start of the employee's first scheduled shift of work following personal leave. During this time off, the employee shall not volunteer to work overtime on his scheduled personal leave day(s) but may volunteer to work the other days. The parties agree to address the handling of overtime during the curtailment prior to each curtailment period.

6.7.16 Administering Overtime. The Company may from time to time utilize represented employees to assist with overtime assignments. If the administration of overtime is to be handled by a represented employee, he shall be upgraded to lead for the time actually worked performing this function, and shall be computed to the nearest thirty (30) minutes.

6.7.17 Overtime Assignments, Idaho Falls. Employees working in town will be bypassed on Site overtime, unless additional persons are needed. Also Site personnel will be bypassed on town overtime unless additional persons are needed.

6.8. Furnishing Meals

6.8.1 Provisions for Furnishing Meals. An employee who works more than two (2) hours immediately preceding his regularly scheduled shift starting time or who works more than two (2) hours beyond his regularly scheduled shift shall be furnished a meal and allowed to eat the same on Company time. Where an employee continues to work more than eight (8) hours beyond his regularly scheduled shift he shall be furnished an additional meal and allowed to eat the same on Company time. However, an employee who works the full night shift and continues to work the day shift (two [2] consecutive shifts) will, at his request, be furnished not more than two (2) meals. The

cost of each meal furnished to an employee under the provisions of this Section 6.8.1 shall not exceed \$8.50. (In May of each year, the Company and Union will review the cost of meals and determine if an increase in this meal allowance is warranted.) If operational duties prohibit the employee from leaving the job to eat a meal, a meal shall be brought to him, 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 up to \$ 8.50 upon presentation of a satisfactory receipt. Meal tickets must be redeemed in seven (7) calendar days.

6.8.2 Employees Held Over Four or More Hours. Where an employee working on his scheduled shift is held over from the scheduled shift to work four (4) or more hours on the following shift, such employees shall be provided the option of spending the rest time at the Site and being furnished two (2) additional meal tickets or utilizing transportation in accordance with the Company's current practices.

6.8.3 Employees Called Out Prior to Scheduled Shift When an employee is called out prior to his regular scheduled shift chooses to spend the remaining unpaid time until his scheduled shift begins at the Site, he shall be furnished two (2) meal tickets.

6.8.4 Intent of Company Furnished Meals. The furnishing of meals 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.

6.9 Sleeping Accommodations. If sleeping accommodations or transportation to either the employee's home or personal vehicle can not be provided, said employee will not be forced to remain at work for overtime.

ARTICLE 7 SENIORITY

7.1 Seniority Described. Seniority, as used in this Agreement, is the measure of an employee's length of service and shall apply with respect to promotions, demotions, layoffs, bidding shift assignments, and reemployment.

7.2 Probationary Period. During the first ninety (90) calendar days of employment in the bargaining unit, an employee shall be considered on probation insofar as continued employment with the Company is concerned. The probationary period may be extended to a total of one hundred thirty-five (135) calendar days upon mutual agreement of both parties. Exceptions to the probationary period stated above shall be those Reactor Operations employees hired for a specific job who must work in other areas while awaiting issuance of their access authorization. In these cases, the probationary period shall begin when the employee reports to the work area and job for which originally hired or that resulting from a vacancy bid. In all cases, termination of an employee's service prior to the expiration of the probationary period shall not be subject to arbitration.

A temporary employee who has already served ninety (90) days and subsequently becomes a permanent employee in the same classification will not be required to serve an additional ninety (90) day probationary period.

7.3 Seniority Roster. The Union is responsible for all determinations related to the seniority rights and standings of BEA bargaining unit employees. The Company will provide information to assist the Union in making seniority determinations for BEA bargaining unit employees. Within thirty (30) days of the execution of this contract and every six (6) months thereafter, the Company will prepare a seniority roster and distribute it for publication. Any Union member disputing his or her seniority standing, as shown on the published seniority roster, may file a complaint with the Union, within thirty (30) days of the date of publication. The Union agrees to indemnify the Company for all claims and costs related to actions taken by the Company in reliance upon the published seniority roster.

7.4 Types of Seniority. It is agreed that past length of service is properly reflected in the current seniority standings of the employees as of the effective date of this Working Agreement. Subsequent to the effective date of this Working Agreement there shall be two types of seniority: unit seniority or unit and section seniority.

7.4.1 Unit Seniority. Unit seniority is defined as the length of service on a regular, full time basis in one of the following bargaining units: Operations and Maintenance including SWEPP Operators, Telephone Operators, Printing, Cafeteria, Mail Clerks, Photo Service and Micrographics, Department of Occupational Medicine Employees, Radiation Control Technicians, Decontamination Technicians, Clothing Issue Technicians, Vehicle Repair, and Dosimetry. Unit seniority shall begin with the first full day of work performed on a regular, full time basis in classifications covered by one of the units. Unit seniority shall become effective at the end of the applicable probationary period, but shall date from date of commencement of that period.

7.4.2 Section Seniority. (Operations and Maintenance Unit only) Section seniority is defined as the length of service on a regular, full-time basis in the applicable line of progression. Section seniority shall begin with the first full day of work performed in the section on a regular, full-time basis. Section seniority shall not apply to those employees in the Laborer classification; except that employees with section seniority, who are demoted into the Laborer classification due to force reduction, shall retain their section seniority for promotional purposes. It is understood that when more than one employee enters a section the same-day where section seniority applies, the employee with most unit seniority shall be considered senior. When unit seniority is equal, the Union will inform the Company of the order of seniority.

7.5 Service Benefit Date. The date from which length of service is determined for the purpose of computing employee benefits such as personal leave, unavoidable absence benefits, and insurance.

7.6 Seniority for Temporary Employees. Employees hired for work of a temporary nature and who are expressly advised of the temporary nature of their employment, shall establish no seniority during such temporary employment. If such an employee accepts a regular full-time job within a recognized bargaining unit covered by this Working Agreement, the employee's unit seniority will begin on the first day he works as a regular full-time employee. The Company will notify the Union of all such employees hired.

7.7 Seniority and Leaves of Absence

7.7.1 Administrative Leave of Absence. An employee returning to work from an Administrative Leave of Absence authorized by the Company shall retain the amount of seniority which he accrued prior to going on Administrative Leave.

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

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

7.7.3 Returning from Layoff. An employee returning to work on a regular, full time basis from layoff within thirty (30) months from date of layoff will be credited with all applicable seniority as though he had not been laid off, provided he has complied with Subsection 8.3, Reemployment, Article 8. In the event the Company elects to rehire within thirty (30) months from date of layoff, an employee who failed to comply with Subsection 8.3, Reemployment, will be credited with the unit seniority he had at the time of such layoff.

7.8 Termination of Seniority. All seniority or length of service under Service Benefit Date immediately terminates in the event of resignation or discharge for cause.

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

7.10 Seniority Units. For the purpose of this Agreement, a seniority unit shall mean the bargaining unit certified by the NLRB or as provided by law for each of the groups covered by this Agreement. No employee shall accumulate seniority in any seniority unit other than the seniority unit in which he works. No employee in a seniority unit shall be permitted to bump or cross-bid one seniority unit to another. Employees accepting employment in another bargaining unit may not bump back to their former unit.

7.11 Deviation by Mutual Agreement. Deviations from the above procedures will be made by mutual agreement between the Union and the Company in writing.

7.12 Personal Leave Preferences. Personal Leave will be bid in conjunction with shift bids. Personal Leave preferences will be honored by section/unit seniority of the employees within a classification and work area.

7.12.1 Personal Leave Preference Process. The employee with the most section/unit seniority within each classification in a work area will have first choice of personal leave preference. He will not be allowed his second choice until all employees within his classification in the same work area have been allowed a choice in order of section/unit seniority. Each subsequent choice will be made using the same process.

A personal leave preference choice is considered to be any group of consecutive work days. Personal leave requests made after the personal leave bidding process will be determined by date of written request but will not be given precedence over the established schedules.

ARTICLE 8
PROMOTIONS, DEMOTIONS, TRANSFERS, LAYOFF'S, UPGRADES,
TERMINATIONS AND REEMPLOYMENT

8.1 Definitions

8.1.1 Discharge. Termination for just cause. Discharge creates an unsatisfactory service record.

8.1.2 Resignation. An employee's voluntary termination of employment.

8.1.3 Layoff. As used herein means termination for reduction in force. An employee laid off retains satisfactory record of performance with the Company.

8.2 Demotions and Layoff. Employees may be demoted (a) at their own request; (b) because of documented failure to perform essential job functions; (c) because of reduction in force; or (d) because of failure to certify/qualify or recertify/requalify or to maintain license as required.

8.2.1 Demotion at Employee's Request. An employee demoted at his own request shall be demoted in accordance with the applicable line of progression (See Exhibit "B" for Operations and Maintenance) and shall be required by the Company to remain in the classification to which he was demoted for a period of three (3) months before being eligible for promotion.

8.2.2 Involuntary Demotion. An employee demoted by the Company because of documented failure to perform essential job functions or failure to certify/recertify or qualify/requalify or to maintain license shall be demoted in accordance with the applicable line of progression (See Exhibit "B" for Operations and Maintenance). Supervision will counsel the employee on the reason for any such demotion. Such employees will be eligible for promotion after a period of two (2) months from the date of demotion and may be required to pass a written and/or practical test as concurred to by

both the Union and Company.

8.2.3 Transfers or Demotions Due to Reduction in Force. Transfers or demotions due to a reduction in force within any classification, with the exception of the Laborer classification, will be made on the basis of section seniority (or unit seniority if no section seniority exists), except as outlined in Article 18, Apprenticeship Program. The affected employee shall regress down the classification and displace the junior employee.

In the event an employee in the Operations and Maintenance unit does not have sufficient seniority to displace another employee or does not choose to exercise seniority as provided above, he shall regress to the Laborer classification or be laid off and receive severance pay in accordance with Article 13. If not in the Operations and Maintenance Unit, he shall be laid off. It should be noted, however, that an employee in Operations and Maintenance electing to be laid off rather than regressing to the Laborer classification and returning to the labor pool within thirty (30) months from date of layoff shall retain section seniority for promotional purposes within the section from which he was laid off as outlined in Article 7, Subsection 7.4.2.

8.2.3.a Medical Job Classifications. For purpose of layoff, termination and personal leave, RNs, LPNs, X-Ray Technologists, and Medical Technologists are separate classifications.

8.2.4 Displacing Laborers or Custodians. In the Operations and Maintenance Unit, reduction in force from the bargaining unit will be made by laying off the Laborer classification on the basis of unit seniority. The Company shall determine on the basis of work requirements whether layoffs shall be made from the Laborer or Custodian classifications, or both.

8.2.5 Reclassification Due to Failure to Become Certified. It is the Company's intent to provide training and run-time for certifying Operator through the Operator progression. Operators who fail to certify for promotion within the Company

prescribed time frame from date of entry into the position may be returned to the classification in the unit which the employee was in prior to entry into the Operator classification, provided there is an opening, or have the option to go to the labor pool provided there is an opening. If there is no opening, or the employee has no former classification, the affected employee will be terminated.

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

8.3 Re-employment Following Layoff. For thirty (30) months following layoff from BEA employment, such laid off employees with at least ninety (90) days continuous employment immediately prior to layoff shall be given preference in re-employment. The employee's unit or section seniority will be the determining factors in filling vacancies in the line of progression the employee held at the time of layoff, provided the employee meets entry level requirements to perform the work. 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 and at least every six (6) months thereafter of his desire to be reemployed. The Company will give such notice 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 fifteen (15) days of mailing will result in loss of seniority for recall.

8.3.1 With respect to qualified employees who have been involuntarily laid off, time limits and restrictions for reemployment may be waived to coincide with the provisions of an applicable DOE Workforce Restructuring Plan prepared in accordance with Section 3161 of the 1993 Defense Reauthorization Act.

BEA shall give first preference to qualified employees for an available opening in following priority order after contractual bidding rights have been exercised by current BEA employees:

Those USW bargaining unit employees involuntarily laid off from BEA who were hired by one of BEA's predecessor contractors on or before 9-27-91 (3161 list).

Those USW bargaining unit employees involuntarily laid off from BEA who were hired by BEA or a predecessor contractor after 9-27-91 (the recall list).

When considering individuals with 3161 preference from the 3161 list for an available opening within the USW bargaining unit, BEA shall select the most senior qualified.

Employees on the 3161 list will lose their preference if they fail to keep BEA's Human Resource Department current as to their home address.

8.3.2 Reduction in Force. No USW represented person will be reduced in force while contracts are in place subcontracting their same skills. All temporary workers having same skills will be subject to termination should there be any USW personnel subject to reductions in force.

8.3.2.a If a BEA job opening exists which is not filled internally at the DOE Idaho Site, and a USW Local-652 bargaining unit member on the USW –BBWI seniority roster in effect January 31, 2005 applies for the opening, and if that person is hired by the company, their seniority and service benefit dates will be recognized by BEA. Service benefit dates will be recognized in accordance with BEA's contract with DOE, as modified.

8.4 Terminations. The Company reserves the right to discharge or suspend any employee for just cause. Such action by the Company is subject to the grievance and arbitration procedures set forth in Article 15, Subsection 15.6.

8.5 Promoting from Lower Classifications. When promoting, the practice of the Company will be to promote employees in accordance with the applicable line of progression (“See Exhibit B”) for Operations and Maintenance) based upon seniority and qualifications. If there are no employees meeting the requirements for promotion from within the bargaining unit, vacancies may be filled by the Company from any other available source.

8.6 Upgrades

8.6.1 Temporary Upgrades. Senior qualified and available employees may be temporarily upgraded for absentee relief, personal leave relief, or other temporary situations occurring in their respective line of progression or upgrade preference. Employees will receive the applicable upgrade rate for the position they are filling. These upgrades should last less than one-hundred twenty (120) days. If the upgrade exceeds one-hundred twenty (120), a permanent position will be opened by the Company. This position shall be filled through promotion on the basis of unit seniority and qualifications.

8.6.2 Notice of Preference for Upgrade. (Operations and Maintenance) New hires or transfers into the Laborer classification may within six (6) months of such hire or transfer file notice of preference for upgrade to a designated Maintenance Helper classification. One copy of the Notice of Preference must be filed with the employee's manager and a second copy filed with Labor Relations. The notice of preference will be reviewed by management when making selections for upgrades.

8.6.2.a Vehicle Repair Upgrade. Laborers will be allowed to designate Vehicle Repair as an upgrade preference. It is understood that Laborers who advance positions beyond the Vehicle Repair Helper will give up their seniority in the Laborer unit and begin establishing job seniority as a junior employee in the Vehicle Repair classification. In the event a reduction in force becomes necessary, only Vehicle Repair Helpers who came from the Labor pool may regress to the Laborer Classification.

8.6.2.b Limited to One Per Year. A Laborer may make only one preference for upgrade choice during a calendar year in January, and even though this choice may be voluntarily withdrawn, another choice may not be filed until a new calendar year begins. If upgrade preference is changed from one year to the next, the newly preference changed Laborer will go to the bottom of the list for upgrades.

8.6.2.c Transferring Preference. Laborers transferring to another work area will carry their current preference and be placed on the preference list according to their unit seniority and current preference date.

8.6.2.d Craftsmen Being Used as a Laborer. Craftsmen being temporarily utilized as Laborers have no preference rights.

8.6.2.e Assignment of upgrades by preference. Laborer upgrades shall be assigned by senior qualified preference.

Any Laborer may be upgraded on assignment for work scope of ten (10) hours or less if the assignment is in a different location. Work scope will not be broken down into segments of (10) ten hours or less if an attempt to bypass seniority when assigning upgrade. In the case of unavoidable absence (UAB) and long term situations needed additional man power, the most senior preference Laborer will be offered the upgrade assignment.

Overtime for Laborers on temporary upgrade will be handled as outlined in Article 6.6.2.

8.6.2.f Upgrading Custodians. Custodians, at work locations other than those assigned to Nuclear Operations, may be upgraded to the Laborer classification to meet customer/peak work demands. During such upgrade, custodians shall receive the corresponding Laborer (time-in-grade) hourly wage.

Any Custodian may be upgraded on assignments for work scopes of ten (10) hours or less. Work scope will not be broken down into segments of ten (10) hours or less in an attempt to bypass seniority when assigning upgrades. In the case of unavoidable absence (UAB) and long term situations needing additional manpower, the most senior qualified custodian will be offered the upgrade assignment.

Overtime for Custodians on temporary upgrade will be handled as outlined in Article 6.6.2

8.6.3 Lead Upgrade. If the Company deems it necessary, it may upgrade an employee to act as lead in supervisory-related positions. Employees designated as lead under 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 \$1.60 per hour above the regular base wage rate or \$1.60 per hour above the base wage rate of the employee in the highest classification (this excludes red-circled employee or an employee working outside their classification) working under his direction, whichever is higher, in the following situations:

8.6.3.a Lead for Relief for Supervision. Employees may be designated as lead to fill in for supervisory personnel. Employees in this capacity will not be required to use the tools of the classification.

8.6.3.b Lead for Support of Supervision. Employees may be designated to assist supervision as the person in charge of giving work direction 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.

8.6.3.c Lead for Work Direction. Employees may be designated as a point of contact reporting to a designated member of management. Employees in this capacity may be required to use the tools of their classification for which they are qualified.

8.6.4 Upgrade for Non-Represented Position. If the Company deems it necessary, it may upgrade an employee as a planner or technical procedure writer not to exceed one hundred eighty (180) days. If necessary after this assignment, the upgrade 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 the upgrade. It is not intended for this upgrade to apply in cases where participation in work planning or procedure review is incidental to the job. Employees upgraded shall be paid an hourly rate of \$1.25 above their current base wage rate. Performance of non-represented work by represented employees during such upgrades will not cause the work to become represented work. Represented employees covered by this agreement may be upgraded to other non-represented positions when mutually agreed to by the Union and Manager of Union Relations. The Union will not withhold permission to allow volunteers to be upgraded.

8.7 Probationary Period Following Promotion or Transfer. In the event of promotion or transfer to another classification, there will be a probationary period of sixty (60) calendar days. If at any time during said period the employee is determined to be unsatisfactory, he will be notified accordingly and may be returned to his previous classification at any time during the probation period, without loss of seniority. The question of the employee's satisfactory filling of such job shall be subject to the arbitration procedure as provided in this contract.

8.8 Custodians Transferring. Custodians qualified for transfer to an opening in the Laborer classification will, upon transfer, carry their unit seniority with them, and be eligible to bid after sixty (60) days in the Laborer classification.

8.9 Procedure for Filling Vacancies

8.9.1 Posting. Job vacancies will be posted by the Company.

8.9.2 Length of Posting. Job vacancies will be posted for seven (7) working

days. Individuals applying for posted openings must submit their interest on the Company approved form to the Human Resource Office no later than noon the seventh (7th) day following the end of the posting period.

8.9.2.a Bid Procedure. Qualified individuals with bid rights to posted openings must submit their interest in writing to the Labor Relations Office indicating an interest in a posted job vacancy. The most senior qualified employee who has expressed written interest in the job vacancy will be awarded the job. The successful bidder must remain in the bid position for twelve (12) months.

8.9.2.b Transfers. The transfer of the successful bidder will take place within three (3) weeks after the award.

8.9.3 Vacancies Created by Transfers. Vacancies created by transfers of successful bidders, as well as lateral transfers, demotions, or subsequent promotions due to reduction in force, will not be subject to bidding.

8.9.4 Directed Reassignment. The Company shall not require an employee to transfer to a job in another unit. If the Company has identified excess personnel in a classification covered by this working agreement and a full-time regular job vacancy within the Company exists, the vacancy will be offered to the senior qualified volunteer in the classification that has the excess. If there are no qualified volunteers and the low senior employee within the classification is qualified, he will be offered the vacancy. If this employee declines the offer, he will be released from employment. If the offer was not at a wage comparable to the employee's current position, he will receive severance pay in accordance with Article 13. If there is no qualified volunteer and the low senior employee is not qualified, he will be laid off in accordance with Article 8.2.

8.10 Temporary Assignment Due to Radiation Exposure. Employees may be temporarily reassigned in accordance with the principles of keeping radiation exposure ALARA. In the event an employee's radiation exposure approaches an administrative control level, the Company may reassign the employee to other work that will not

increase his radiation exposure above the administrative control levels. The vacated job would then be filled on a voluntary basis from among employees in that classification in the area to which the employee is transferred. If no one volunteers, the position will be filled by assigning the employee with the least section or unit seniority in the classification and area to which the affected employee was transferred. An employee will return to his former area when his radiation exposure record will permit him to be used for regular work assignments in his permanent area.

8.11 Bidding Procedure Requiring Job Qualifications. It is understood that nothing in this bidding procedure shall be construed to mean that any employee shall be placed in a job for which he is not qualified.

8.12 Assigning Shifts. The Company will assign qualified employees to the available shift or day assignments on an annual, semi-annual or quarterly time schedule. With respect to the above assignments, the practice will be as follows:

8.12.1 Preference for Shift or Day Positions. The available shift or day positions will be filled by preference of those with the greatest seniority in their classification in a work area. Those exercising their seniority for shift or day positions will remain on the assignment until the next shift bid.

8.12.2 No Preference for Shift or Day Position. If the shift or day positions cannot be filled by preference, it will be filled by Company assignment starting with the lowest qualified employee on the seniority roster in the work area. Those so forced to such an assignment will remain on the assignment until such time as their seniority permits them to move back to their original assigned day or shift position. If a junior employee in the work area becomes qualified for shift or day work in the interim period such junior employee may be forced on shift work, allowing the most senior employee forced to work the assignment the opportunity to return to their previous assignment.

8.12.3 Assignment to Crews. Management will assign successful bidders to the specific crews.

The above shall not be construed to restrict management's rights pursuant to Article 3 of this Agreement. If individual specific needs dictate a change in shift or day assignments, the Company will advise the Union prior to such changes. Management will consider personal preference in the assignment of employees to specific shift crews on a case by case basis consistent with operational needs. Nothing herein is intended to restrict the Union's rights under the grievance procedure, Article 15.

8.13 Standardized Written Tests. The Company in cooperation with the Union will administer standardized written tests, if required, to new hires, recalled employees, and current employees being considered for promotion in connection with the specialist, first and second class maintenance classifications and Operators and will give a practical test, if applicable, of a similar nature as given to current employees, to new hires and recalled employees within the first thirty (30) days of employment. Failure by a recalled employee to pass either the written or practical test will not be cause to disqualify him from rehire, but will be used to identify areas where individual training is needed.

8.14 INL Sitewide Assignments. Employees may be assigned to work from their permanently assigned areas to other areas at the INL within this bargaining unit. Permanent assignments shall be made by Seniority (senior volunteer/junior force). Sitewide temporary assignments (not to exceed 30 calendar days or the duration of an internal project(s) or shutdown(s) unless mutually agreed upon between the parties) may be made considering the following: employee's seniority (senior volunteer/junior forced) exceptions for seniority would be one of the following: employee's qualification, training, security clearance, medical restrictions, outages, and employee residence. Exceptions for seniority would apply, if employees volunteer for the assignment.

Employees shall not be assigned to work in areas in which they are not familiar with safety procedures, equipment, or associated hazards. Training will be provided to familiarize employees with the hazards of the facilities, systems, and equipment

applicable to this assignment. The Company will not backfill any vacancies in a classification during short-term assignments

Employees will not be permanently assigned for a period of time that causes them to lose any certifications/qualifications.

In case of disputes between the Union and the Company over sitewide assignment, represented employees may meet with their manager and union officers to attempt resolution. If this meeting doesn't resolve the issue, the individual may meet with upper management, labor relations, and union officials to resolve sitewide assignment issue.

**ARTICLE 9
WAGES CLASSIFICATIONS**

Effective June 1, 2008

All employees covered by this agreement whose wage rates are equal to the current base rate will receive a 3.5% GWI (See Exhibit "A").

Red-circled employees will receive the corresponding General Wage Increase (GWI) rate per Exhibit "A". Based on their red-circled rate (annualized on 2080 hours), this will be given to the employee as a wage supplement single payment check, less applicable taxes.

Effective June 1, 2009

All employees covered by this agreement whose wage rates are equal to the current base rate will receive a 3% GWI (See Exhibit "A").

Red-circled employees will receive the corresponding General Wage Increase (GWI) rate per Exhibit "A". Based on their red-circled rate (annualized on 2080 hours), this will be given to the employee as a wage supplement single payment check, less applicable taxes.

The parties agree that beginning May 1, 2010 for a period of thirty (30) days thereafter; the contract will be opened for the sole purpose of negotiating wage rates to be effective for 2010.

9.1 New Jobs. Each new job created within the bargaining unit will be given a classification, organization status, and wage rate equitable with those shown on Exhibit "A". The Company shall give the Union advance notice of a classification and shall afford the Union reasonable opportunity to discuss with the Company the rate which should be established. Within thirty (30) days after the establishment of such job rate, if agreement cannot be reached on the job rate, the Union may file a grievance about the rate that the Company has

established. Such action on the part of the Union will not preclude the interim filing of the job at the rate established by the Company.

- 9.2 **Work in a Higher Paid Classification.** If an employee is temporarily assigned to a job classification having a higher hourly rate than the rate of his regular classification, for other than training purposes, he shall receive the hourly rate of pay of the job classification to which he is temporarily assigned for the hours actually worked in that classification, or two (2) hours whichever is greater.
- 9.3 **Work in a Lower Paid Classification.** If an employee is assigned temporarily by his supervisor to perform work in a lower classification, no reduction in rate shall be made.
- 9.4 **Rate of Pay Upon Promotion.** An employee promoted to a higher job classification shall be paid at the rate of that classification beginning with the first full day of that work.
- 9.5 **Pay Days.** Payment of compensation shall be made weekly.

**ARTICLE 10
SHIFT DIFFERENTIAL**

10.1 Shift Differential Rates.

10.1.1 Rotating Shifts. Employees assigned to a rotating shift on a full-time basis will receive a differential of \$.70 per hour for all hours worked.

10.1.2 Fixed or Alternating or Shift Relief Workers. Employees assigned to a fixed or alternating shift on a full-time basis or shift relief workers will receive a shift differential of \$.90 per hour for all hours worked on the evening shift (4 p.m. to 12 midnight) and a shift differential of \$1.15 per hour for all hours worked on the night shift (12 midnight to 8 a.m.).

10.1.3 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 differential.

10.2 Day Workers. Regular day workers who are required to work overtime shall not be entitled to shift differential. Regular day workers who are called out to work on back shifts shall be entitled to the applicable shift differential.

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

ARTICLE 11 HOLIDAYS

11.1 Holidays.

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

11.1.2. 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.

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

11.2.1. An employee whose last scheduled workday on a forty-eight (48) hour work week falls on a holiday will be permitted to code all overtime hours in excess of forty (40), that are actually worked on the holiday, on the day last scheduled work day prior to the holiday.

11.3 Holiday Pay Restrictions. Pay under Sections 11.2 above is not applicable to those employees on leaves of absence, inactive status, and unapproved absence. An employee who is off work in another paid leave status shall receive his daily straight time base pay for the appropriate holiday hour schedule in lieu of any other paid leave benefits.

11.4 Pyramiding of Holiday Premium. There will be no pyramiding of holiday premium and overtime premium for hours worked on a recognized holiday. All overtime hours worked by an employee on a recognized holiday will be paid at the standard holiday premium rate of one and one-half (1 1/2) times.

11.5 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.

11.6 Holiday Elections. A day worker may annually elect to observe Veterans Day on November 11 as a holiday in lieu of the last designated holiday in December, providing the election to observe Veterans Day is made at the time of the personal leave preference process. Any day worker so making the election will be required to record either personal leave or “O” time to cover that December day.

USW Main
INL 2008 Holiday Schedule

Holiday	4x10s	12-hour	9x80s	5X8s
New Year's Day				
<i>Tuesday, Jan 1</i>	10	8	9	8
Memorial Day				
<i>Monday, May 26</i>	10	8	9	8
Independence Day				
<i>Friday, July 4</i>	Off	8	Off	8
Labor Day				
<i>Monday, Sept. 1</i>	10	8	9	8
Thanksgiving				
<i>Thursday, Nov. 27</i>	10	8	9	8
<i>Friday, Nov. 28</i>	Off	8	9	8
Annual Work Shutdown				
<i>Thursday, Dec. 25</i>	10	8	9	8
<i>Friday, Dec. 26</i>	Off	8	9	8
<i>Monday, Dec. 29</i>	10	8	9	8
<i>Tuesday, Dec. 30</i>	10	8	8*	8
<i>Wednesday, Dec. 31</i>	10		*	*
Total Hours	80	80	80	80

* Indicates where employee would need to use accrued PL or time-off-without-pay if the day falls on a scheduled work day.

USW Main
INL 2009 Holiday Schedule

Holiday	4x10s	12-hour	9x80s	5X8s
New Year's Day				
<i>Thursday, Jan 1</i>	10	8	9	8
<i>Friday, Jan 2</i>	Off	8	Off	8
Memorial Day				
<i>Monday, May 25</i>	10	8	9	8
Independence Day				
<i>Saturday, July 4</i>	0	8	0	0
Labor Day				
<i>Monday, Sept. 7</i>	10	8	9	8
Thanksgiving				
<i>Thursday, Nov. 26</i>	10	8	9	8
<i>Friday, Nov. 27</i>	Off	8	9	8
Annual Work Shutdown				
<i>Friday, Dec. 25</i>	Off	8	Off	8
<i>Monday, Dec. 28</i>	10	8	9	8
<i>Tuesday, Dec. 29</i>	10	8	9	8
<i>Wednesday, Dec. 30</i>	10		9	8
<i>Thursday, Dec. 31</i>	10		8*	*
Total Hours	80	80	80	80

* Indicates where employee would need to use accrued PL or time-off-without-pay if the day falls on a scheduled work day.

USW Main
INL 2010 Holiday Schedule

Holiday	4x10s	12-hour	9x80s	5X8s
New Year's Day				
<i>Friday, Jan 1</i>	Off	8	Off	8
Memorial Day				
<i>Monday, May 31</i>	10	8	9	8
Independence Day				
<i>Sunday, July 4</i>	0	8	0	0
Labor Day				
<i>Monday, Sept. 6</i>	10	8	9	8
Thanksgiving				
<i>Thursday, Nov. 25</i>	10	8	9	8
<i>Friday, Nov. 26</i>	Off	8	Off	8
Annual Work Shutdown				
<i>Saturday, Dec. 25</i>	Off	8	Off	Off
<i>Monday, Dec. 27</i>	10	8	9	8
<i>Tuesday, Dec. 28</i>	10	8	9	8
<i>Wednesday, Dec. 29</i>	10	8	9	8
<i>Thursday, Dec. 30</i>	10	8	9	8
<i>Friday, Dec. 31</i>	Off		9	8
<i>Cash Out</i>	10		8	
Total Hours	80	80	80	80

* Indicates where employee would need to use accrued PL or time-off-without-pay if the day falls on a scheduled work day. For example Thursday November 25 is a scheduled work day for the employees on the 9x80 schedule, but Friday, November 26 is not.

USW Main
INL 2011 Holiday Schedule

Holiday	4x10s	12-hour	9x80s	5X8s
New Year's Day				
<i>Saturday, Jan 1</i>	0	8	0	0
Memorial Day				
<i>Monday, May 30</i>	10	8	9	8
Independence Day				
<i>Monday, July 4</i>	10	8	9	8
Labor Day				
<i>Monday, Sept. 5</i>	10	8	9	8
Thanksgiving				
<i>Thursday, Nov. 24</i>	10	8	9	8
<i>Friday, Nov. 25</i>	Off	8	Off	8
Annual Work Shutdown				
<i>Sunday, Dec. 25</i>	Off	8	Off	Off
<i>Monday, Dec. 26</i>	10	8	9	8
<i>Tuesday, Dec. 27</i>	10	8	9	8
<i>Wednesday, Dec. 28</i>	10	8	9	8
<i>Thursday, Dec. 29</i>	10		9	8
<i>Friday, Dec. 30</i>	Off		8	8
Total Hours	80	80	80	80

* Indicates where employee would need to use accrued PL or time-off-without-pay if the day falls on a scheduled work day. For example Thursday November 24 is a scheduled work day for the employees on the 9x80 schedule, but Friday, November 25 is not.

**ARTICLE 12
PREMIUM PAY**

12.1 Call-Out Pay. Whenever an employee is called out to work outside his regular schedule, the employee shall receive a minimum of four (4) hours pay at the Site or two (2) hours pay for town at one and one-half (1 1/2) times. It is understood that this provision does not apply in cases where the employee is held over beyond his scheduled quitting time, or where he is called in and works through to his scheduled starting time. When an employee is called out to work regularly scheduled hours on a holiday after having been advised he would not be required to work such scheduled holiday hours, the employee shall receive pay for the actual hours worked as provided for in Article 11. Such call-outs shall not be construed as schedule changes.

12.1.1 Scheduled Overtime on Days Off. Employees shall be paid a minimum of four (4) hours or total number of hours worked at one and one-half (1 1/2) times the base rate of pay.

12.1.2 Transportation. 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 allowed employees of the Company by DOE for the miles necessary to travel from home to work and back home. The Company shall not require an employee to transport other employees in his privately-owned vehicle.

12.1.2 a Scheduled Overtime. 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 allowed employees of the Company by DOE for the miles necessary to travel from home to work and back home. Mileage shall be paid for all scheduled overtime where an employee works four (4) hours or less that day and uses their personal vehicle for transportation to and from the work location. The Company shall not require an employee to transport other employees in his privately-owned vehicle.

12.2 Reporting Pay. Whenever an employee reports for work at his regular starting time, without previously having been told not to report, he shall be guaranteed four (4) hours work. If the Company should fail to provide the expected four (4) hours work, then the employee shall be paid for four (4) hours at his regular rate.

12.3 Reactor Certification/Qualification Differential (RTC Area).

12.3.1 Maintenance Employees. Employee assigned to work at ATR and required to qualify and maintain qualification as reactor maintenance support personnel as defined in the TRA Training Program Manual will receive seventy-five (\$.75) cents per hour qualification differential (except red-circled employees).

12.3.2 RTC Senior Reactor Auxiliary Operators (SRAO). RTC Operators assigned on a regular full-time basis to work at ATR will be required to certify and maintain certification as defined in the TRA Training Program Manual, ATR certification/recertification program schedule.

Nuclear Operator 6 \$29.70

Nuclear Operator 5 \$27.65

12.3.3.a Lead Senior Reactor Auxiliary Operator (LSRAO). Operators standing watch as LSRAO will receive current rate of lead upgrade.

12.3.3 Applicability of Differentials. The above qualification or certification differentials as applied to ATR Operations or Maintenance will be paid for regular straight time and overtime hours and paid holidays and personal leave hours. The differentials will not be included in the computation of retirement or investment plan benefits however.

12.3.4 Forfeiture of Differentials. Operations or Maintenance employees that fail to recertify or re-qualify in accordance with the TRA Training Program Manual will forfeit all further certification/qualification differentials until they successfully recertify or re-qualify.

ARTICLE 13
SECURITY PLANS AND BENEFITS

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

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

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

13.3 A USW representative will be added to the company benefits evaluation committee to assist the company in current and future employee benefits.

ARTICLE 14
LEAVES OF ABSENCE FOR UNION BUSINESS

14.1 Leave of Absence for Employment by Union. Any member of the Union shall be granted leave of two (2) years or less from his employment with the Company for the purpose of accepting employment with the Union. The request for leave shall be in writing and shall state the purpose for which it is made and that the employee intends to apply for reinstatement to his job. Application for reinstatement, if made thirty (30) days or more prior to the end of the leave period, will be considered and accepted on the following conditions:

14.1.1 Physical Condition. His physical condition continues to permit him to perform the essential job functions of his prior job. Physical examinations shall be made by the Medical Division of the Company immediately prior to leave and upon reinstatement. In the event of a dispute as to the employee's ability to perform essential functions of his prior job, such dispute may be resolved at the discretion of the employee or the Company in accordance with the provisions of Article 20, Subsection 20.3.

14.1.2 Security Requirements. Prior to reinstatement, the employee shall meet the applicable security requirements.

14.1.3 Seniority Retention. The employee, upon reinstatement, will reenter his former classification and will be accorded the same seniority as though he had not gone on leave.

14.1.4 Benefits. With respect to benefits, such employee shall be accorded the same rights and privileges as are provided an Administrative Leave absentee.

14.1.5 Limits on Number of Employees on Leave. This Subsection shall not be applicable to more than three (3) employees at any one time but no more than one (1) from any area or classification unless mutually agreed upon. When any three (3) members of the Union are on such leave, the terms of the Section shall be suspended as to all other members.

14.2 Leave of Absence to Conduct Union Business. If plant conditions permit, leaves of absence aggregating not more than one hundred fifty (150) calendar days, excluding either the Local Union President's or Local Union Vice President's time, per calendar year will be granted during the period of this Agreement, provided that not more than five (5) employees shall be granted simultaneous leaves and that not more than one (1) employee from each area shall be granted simultaneous leaves. Where circumstances occur and plant conditions permit, management will consider simultaneously releasing more than the number of employees specified above, or extending the limit on aggregate calendar days.

14.2.1 Requests for Leave. All requests for such leave will be given to Labor Relations in writing as early as possible during the week prior to the week in which the leave is requested. This written request will indicate the date(s) the employee(s) desire to leave and return. Such leaves of absences shall be without pay, but shall not affect the status of employees with respect to service benefits or seniority.

**ARTICLE 15
GRIEVANCE PROCEDURE**

15 Grievance Process. Any grievance and/or difference of opinion which involves application or interpretation of the terms of this Agreement or any other matter respecting conditions of employment shall be handled in the following manner:

15.1 Step 1. The employee and/or Union representative shall present the complaint either verbally or in writing to the employee's immediate supervisor within ten (10) days of knowledge of occurrence of the grievance 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 15.6. of this Article.

15.2 Step 2. The supervisor shall render his decision within five (5) working days after presentation.

15.3 Step 3. Failing to reach a satisfactory understanding or adjustment with the supervisor, the grievance may be presented in writing within ten (10) days of the supervisor's decision to the next level of supervision. The employee and/or Union representative and that supervisor will date and sign such a written grievance documenting that a discussion has occurred and forward the written grievance to Labor Relations. This step can be bypassed if supervisory signature can not be obtained.

15.4 Step 4. The written grievance shall be considered at the next monthly meeting with the Workmen's Committee. However, a special 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 Workman's Committee meeting, the Union may request a written response from the Manager of Labor Relations. The Manager shall render to the Union the Company's decision in writing within fifteen (15) days of such request.

15.5 Arbitration. If the decision of the Manager of Labor Relations is not satisfactory and if the dispute involves the application or interpretation 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 in writing within thirty (30) days from the date of his decision. Together with such notice or at any time subsequent prior to the arbitration, the Union or Company may request that a pre-arbitration meeting be held at a mutually agreeable time and place in an attempt to resolve the dispute. Neither party shall unreasonably refuse such a request. Attendance at the pre-arbitration meeting shall normally be limited to three persons each from the Union and the Company. If the dispute is submitted to arbitration, the parties shall, within ten (10) days, join in a request to the Federal Mediation and Conciliation Service to submit the names of five (5) arbitrators. Upon refusal of either party to join in such a request, the other may make the request. The Union and the Company shall 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. Upon refusal of either party to strike names, the Federal Mediation and Conciliation Service may, upon request of the other party, appoint an arbitrator. The arbitrator's decision shall be final and binding on both parties. 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. If either party requests a court reporter, the court reporter's record will be the official record of the proceedings. The requesting party will pay the cost of the court reporter, and should the other party desire a copy of the proceedings, they should request and pay for same from the reporter. Upon mutual agreement of the Company and the Union, videotaping of the proceedings may be allowed. Not more than one (1) case at a time may be submitted to an arbitrator except by mutual agreement.

15.6 Discharge or Disciplinary Suspension. In the event of discharge or disciplinary suspension, if the individual concerned believes he has been discharged or suspended without just cause, he may present the matter in writing to the Manager of Labor Relations within five (5) days from the time of such discharge or disciplinary suspension and not thereafter. At the time of such disciplinary action, the cognizant Union official will be notified.

Within ten (10) days after such matter is presented to the Manager of Labor Relations, he or his designated alternate 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 arbitration procedure starting with Subsection 15.5 of this Article.

15.7 Communicating to the Company. Subject to the procedure set out above, nothing in this Article shall prevent any employee from individually presenting complaints, suggestions, questions, or requests to the Company.

15.8 Lapsed Time. Lapsed time reference in this Article are calendar days, excluding Saturdays, Sundays, or holidays. The date of occurrence shall not be counted and days start at 12:01 a.m.

15.9 Waiver of Time Limits. Upon mutual agreement of the Company and the Union, the waiver of time limits on a case-by-case basis does not constitute a precedent or permanent waiver of time limits.

ARTICLE 16
UNION COMMITTEE EMPLOYEE REPRESENTATION

16.1 Area Representatives. Area Representatives, Unit Representatives and Stewards shall be selected from among the employees in the bargaining units in accordance with Local 652 Constitutional By-Laws. The Union will furnish to the Company a current list of representatives as changes occur.

16.2 Committees.

16.2.1 Area Workmen's Committees. Workmen's Committees normally made up of four (4) members from each area from the Union and the Company will be established for the CFA/IRC and for the RTC. The meetings will be co-chaired by a Union representative and a representative from Labor Relations. Committee composition will be mutually agreed to before each meeting by the co-chairman. As a general guide, the meetings will be attended by the area representatives and unit representatives having business at the meeting. The committee will meet monthly at mutually agreed upon times and places unless waived by both parties. The purpose of these meetings shall be resolution of individual or mutual problems/questions and grievances arising under this Agreement pertaining to the specific area the committee represents. Committeemen shall not lose pay for time scheduled to have been worked by reason of attending these meetings.

16.2.2 General Workmen's Committee. A General Workmen's Committee shall be established. The committee shall consist of up to six (6) area representatives and be co-chaired by the Union President and the Manager of Labor Relations. The committee will meet at mutually agreed upon times and places for the purpose of discussing contractual problems/questions, policy-level grievances, and grievances pending arbitration. At the request of either party, appropriate management representatives will attend these meetings. Committeemen shall not lose pay for time scheduled to have been worked by reason of attending these meetings.

16.2.3 Labor Management Committee. Upon mutual agreement, a Labor Management Committee may be established in each area to discuss and resolve non-contractual issues and concerns. The committee will consist of senior management and Union representatives from the respective areas. The committee will be co-chaired by a senior management representative from the area and the Union representative responsible for that area. At the request of either party, appropriate management representatives will attend these meetings. Committeemen shall not lose pay for time scheduled to have been worked by reason of attending these meetings.

16.2.4 Contract Negotiating Committee. A Bargaining Committee consisting of the local President and up to ten (10) representatives shall be established to conduct negotiations with the Company. The Company will pay the difference between time actually spent in negotiations and the regular straight time wages that coincide with the employees' work schedules and are exclusive of scheduled days off up to a total of ten (10) hours per day or forty (40) hours per week excluding mutually agreed upon breaks.

16.3 Time Provided for Union Representatives to Confer on Matters of Labor Relations. Union representatives and other employees, with approval of the Company, may be permitted to confer during the employee's working hours with Company representatives on matters relating to employer-employee relations without loss of pay for time scheduled to have been worked.

16.4 Time Provided to Handle Grievances. Stewards or members of the Area Workmen's Committees may leave their jobs without loss of pay for the purpose of assisting in the handling of grievances in their area upon approval of their supervisor. It is further agreed that the supervisor shall not withhold permission where working conditions permit and that only those stewards or members of the Workmen's Committee with direct involvement shall participate.

16.5 Guidelines for Ad Hoc Committees. The parties agree to the following guidelines:

1. Represented employees selected to be on the committee shall be agreed upon by both the Company and the Union. Agreement by either party will not be unreasonably denied.
2. Represented employees on the committee shall have the same membership privileges and responsibilities as all other members.
3. If the Company and the Union mutually agree to a co-chair arrangement, both the Company and the Union representative will have equal authority as chairpersons.
4. Clear guidelines shall be established and agreed upon for the committee's activities. These should include a mission statement and key goals milestones.

These guidelines are not intended to restrict shop or specific work area groups from developing recommended solutions to issues arising in the workplace.

ARTICLE 17
BULLETIN BOARDS

The Company will continue to provide locked bulletin boards in conspicuous places. It is agreed that no posted material will reflect against or discredit the Company or any individual employee.

ARTICLE 18
APPRENTICESHIP PROGRAM

18.1 Apprenticeship Program Established. The Apprenticeship Program shall be a part of this Working Agreement.

18.2 Apprenticeship Program Defined. An employee in the Apprenticeship Program shall be considered to be a member of his respective unit and shall accumulate unit seniority from their date of hire. During the first twenty-four (24) months of an employee's apprenticeship, he shall not be affected by layoffs affecting journeymen classifications except at management's discretion. When an employee's time in his apprenticeship exceeds twenty-four (24) months, he will be affected by a reduction in force within their craft line.

18.3 Apprentice Progression Testing and Seniority. An apprentice shall begin accruing section seniority on the first day of his apprenticeship. Any apprentice that fails to pass one (1) of the six (6) month progression tests or the final test will lose six (6) months of section seniority. Failure to pass either a second (2) six (6) month progression test or the final test for a second (2) time will result in immediate termination of his apprenticeship. Only one (1) six (6) month extension will be permitted throughout the term of his apprenticeship. Because of the unique nature of operations and apprentice's requirements to qualify and/or certify on their particular processes, specific guidelines regarding their progression testing and related penalties will be established by the Joint Apprenticeship and Training Committee (JATC). It is understood that time spent on layoff and/or regression to the Laborer classification shall be credited toward the original term of apprenticeship as may be deemed appropriate by the Joint Apprenticeship and Training Committee (JATC). Upon successful completion of the apprenticeship program by an apprentice, he/she will be placed on the seniority roster as a journeyman in respective classification.

18.4 Apprentice Compliance with Working Agreement. Apprentices will be subject to the provisions of this Working Agreement as apply to employees in their respective units except that any actions of the Apprenticeship Committee that may affect the apprentice shall not be subject to the provisions of Article 15, Grievance Procedure.

18.5 Preferential Consideration for USW Represented Applications. Current USW represented regular employees shall be given first consideration for apprenticeship openings within the classifications covered by this Agreement provided that applicants meet the minimum requirements of the apprenticeship program.

18.6 Apprenticeship Oversight. Participation and over site in craft apprenticeship programs will be provided and supported by his or her home organization. Additional support and oversight will be provided for the total administration of the apprenticeship program, including placement of apprentices.

ARTICLE 19 HEATH AND SAFETY

19.1 Importance of Health and Safety in the Work Place. The Company and the Union recognize the importance of maintaining a safe working environment, providing applicable health and safety training, promoting occupational health and accident prevention, and the general elimination of hazards to health and safety in the work place. Recognizing that safety is a joint responsibility, both parties acknowledge the Union Health and Safety Representative and commit to comply with the provisions of the INL Worker's Bill of Rights.

19.2 Company Compliance. 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.

19.3 Employee Compliance. 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.

19.4 Union Safety Representation. There will be an area employee safety team established in each specific area to serve as a forum to provide input for an effective accident prevention program, to discuss effective solutions to safety problems, to recommend corrective measures to eliminate hazards, and to review significant operating occurrences and other accident and injury reports. As required, each team's scope may include on-site inspections. The team will select the chair and Health and Safety will be represented. The Union will appoint no less than two (2) team members or one (1) team member for each ninety (90) represented employees in the specific area to serve on the area team. The team will meet monthly.

19.4.1 Time Allowed for Safety Meetings. No Union representatives from within the Company shall lose time or pay from their respective work schedule by reason of attending a meeting provided for under this Article.

19.4.2 Safety Meeting Minutes. Joint minutes will be recorded of all such meetings and copies distributed to both Union and management representatives.

19.4.3 Union Participation at Major Accident Investigations. A Union representative may participate, up to report submittal, on major (Type A or B) accident investigations conducted by the Company which affect a Union member. The representative shall receive all reports covering the investigation.

19.5 Health and Safety Representative. In the event the current arrangement for an hourly Health and Safety Representative from the bargaining unit ceases in BEA before or after the year 2006 the Company will continue funding for a full time Safety Representative. The individual in this Health and Safety position will be selected by the Union with the approval of the Health and Safety Management. This individual will report to the S&H Management for work direction while retaining his/her former job classification and appropriate wages, benefits, and seniority accrual in accordance with the USW Working Agreement. The employee's performance and appointment will be jointly reviewed by the S&H management and the USW President's Council semi-annually.

**ARTICLE 20
MISCELLANEOUS**

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

20.2 No Strikes and No Lockouts. There will be no sympathy strike, work stoppage, slowdown or sitdown by the employees covered under this Agreement or lockouts by the Company during the term of this Agreement. If any such action is taken by an employee or employees covered by this Agreement the Union shall exercise its responsibility to end such action.

20.3 Physical Examinations for Determining Fitness for Duty. The INL Division of Occupational Medicine (DOM) industrial physicians are responsible for performance of medical evaluations on INL employees to determine their ability to perform assigned tasks and identify work restrictions in accordance with DOE orders. If, after consultation between the INL DOM industrial physician and an employee's personal physician and/or a recognized physician specialist as applicable, there exists a dispute between the Union and the Company as to the physical fitness of an employee to return to work or to continue to work at his regular job assignment, a board of three (3) accredited doctors of medicine shall be selected: one (1) will be an INL DOM industrial physician, one (1) selected by the Union, and one (1) by the two (2) so-named physicians. The decision of the majority of this board shall be final. In the event the INL DOM industrial physician and the physician selected by the Union cannot reach consensus within ten (10) days in the selection of the third (3rd) physician, the matter shall be referred to the Idaho State Industrial Commission, who shall appoint a third (3rd) Doctor of Medicine in a specialty related to the employee's impairment. Opinions and decisions of a majority of the three (3) doctors shall be final and binding. The Company shall bear the expense of the INL DOM industrial physician and one-half (1/2) of the expense of the third (3rd) Doctor of Medicine. The Union shall bear the expense of the Doctor of Medicine of the Union's choice and one-half (1/2) of the expense of the third (3rd) Doctor of Medicine. The Company and the Union shall also share equally the cost for any additional tests and/or

evaluations beyond any insurance covered costs the board of doctors unanimously agree are necessary to support its charter.

20.3.1 Confidentiality. The confidential character of all employee medical records, including the results of health examinations, shall be rigidly observed by all members of the Division of Occupational Medicine staff. Such records shall remain in the exclusive custody or control of the Occupational Medical Department. Disclosure of information from an employee's health records shall not be made without his or her consent, except as permitted by law.

20.4 Disciplinary Notices. Any unsatisfactory warning or notice which is to be filed as a matter of record shall be filed within thirty (30) calendar days (unless extended by mutual agreement) of knowledge of the occurrence and shall be brought to the attention of the employee within said period excluding days the employee is off work on approved leave. The employee shall be given two (2) copies of such warning or notice. The employee shall sign such warning or notice indicating that the matter was brought to his attention but his signature does not imply concurrence. 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 will be kept in the Manager's file. Written Notices will, as a matter of record, be kept in the official personnel file maintained by Human Resources.

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

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

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

20.5 Bus Transportation Delay. Bus Transportation to the Site is not a guaranteed service. However, no employee shall lose scheduled time or pay, (including shift differential) because of bus transportation delay. Other transportation delays shall be considered on an individual basis. In the event the rate of bus fares raise to an amount that an employee is unwilling to pay, the employee has the right to opt out of this benefit at that time.

20.6 Standing of this Agreement. 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.

20.6.1 MOUs and MOAs. The parties agree that all known MOUs and MOAs have been discussed during the negotiations and the parties have agreed to incorporate many of them into the agreement, to eliminate obsolete ones, and to create contract language to handle specific situations. A committee of two (2) BEA Labor Relations Representatives and two (2) Union Representatives and will meet within six (6)

months of ratification of contract to determine their applicability.

20.7 Training Opportunities. The Company will provide equal opportunity for all employees of comparable standing within a given classification to learn duties and responsibilities of the next job for which they are to become qualified. All employees will, insofar as practicable, provide on-the-job training and assist lower classified and/or less experienced employees in acquiring job knowledge.

20.8 Non-Represented Employees Doing Work. The Company agrees that there shall be no erosion of the bargaining units by the assignment of tasks performed by bargaining unit employees to non-bargaining unit employees. Non-represented employees will not perform work on any bargaining unit job except where such work is considered minor maintenance or adjustments. The minor maintenance or adjustments are not intended to infringe upon the jurisdiction of the Union, but are needed in order to operate the facilities economically to the betterment of both parties. It is not the intent of the Company to use non-bargaining unit employees to perform major tasks performed by members of the bargaining unit.

The following are examples of items considered to be operational in nature or minor maintenance or adjustments and can be performed by qualified operators both represented and non-represented: Non-Represented employees shall be limited to the systems and processes in which they are responsible for [i.e. experiment loops].

- Changing indicator bulbs
- Changing ink and pens on recorders
- Changing paper on chart recorders
- Inspection of equipment during operational checks or run-ins for indications of leakage and vibration (visual checks)
- Operation of valves as part of operating procedures or LO/TO procedure.
- Making adjustments to pressure regulators, to maintain normal operating parameters.
- Incidental valve lubrication and cleaning.

- Setting or checking ATR plant protective system (PPS) set points such as SATS for operational checks.

Exceptions to this are as follows: (1) in emergency situations (unforeseen circumstances which require immediate action); (2) in the instruction of employees to perform their responsibilities under normal and/or emergency situations; (3) in training of supervisors and instructors on equipment or processes to allow them to maintain qualifications; (4) in new or specialized work which requires special techniques and knowledge and bargaining unit employees are not qualified; (5) in the performance of necessary work when production difficulties are encountered on the job. (Production difficulties mean those difficulties requiring supervisor assistance. In these cases, bargaining unit employees assigned to the equipment or process will be present while the work is performed); (6) to allow properly qualified planners or facility inspection personnel access to equipment for the purpose of identifying and planning maintenance work (access shall be in accordance with all applicable safety procedures and be limited to removal of access inspection covers for visual inspection only without touching or manipulating internal components); and (7) to provide short periods (less than thirty [30] minutes) of relief when no represented employees are available.

In the event of disputes concerning such work assignments, the Company will meet with Union representatives to discuss and resolve such disputes.

20.9 Special Provisions

20.9.1 Clothing and Small Tools. The Company will continue to furnish tools, equipment, clothing and other protective/safety apparel and devices as necessary. Where personal clothing of such employee is destroyed (while performing his duties) by acids, caustics, or chemicals under circumstances where the employee was not negligent in failing to use protective clothing, full monetary compensation will be made for such clothing. Each employee will be required to exercise due diligence and account for all tools and equipment issued to him and for failure to do so may be charged with the value thereof. If an employee's personal clothing becomes contaminated with radioactive material, the employee will surrender his contaminated clothing and may be issued Company clothing. The employee's contaminated clothing will be returned to the employee if the clothing can be cleaned or decontaminated to meet Rad Con Manual requirements. If the clothing cannot be cleaned or decontaminated to meet Rad Con Manual requirements, full replacement compensation will be made to the employee. Coveralls will be provided upon request where it is reasonable and practical in the opinion of the Company.

20.9.2 Cafeteria Meals. A meal shall be furnished for each cafeteria employee for the shift which he works.

20.9.3 Health and Medical Unit. Personnel required to wear a uniform shall receive a lump sum payment of five hundred dollars (\$500), less applicable taxes, the first pay period of November each year. Employees in this category will be required to wear uniforms that comply with those requirements mutually agreed upon by the medical department bargaining unit employees and management. Approved uniform requirements will be posted in each of the clinics, and updated as needed.

20.9.3.a Part-Time Medical Employees. Part-time Health and Medical Unit employees required to wear a uniform shall receive an annual lump sum clothing allowance equal to one-half (1/2) the annual allowance for full-time employees.

Payment shall be less applicable taxes and paid the 1st pay period of November each year.

20.10 Bargaining Unit Work in a Pilot Plant Environment. It is the intent of the Company to use bargaining unit personnel in experimental and developmental activities such as take place in the pilot plant and in experimental laboratories to the extent the Company deems practical. It is recognized that when assigned to such activities, employees may be required to do a variety of duties and supervisors, technicians and professional personnel may from time to time, and in some cases over an extended period of time, perform work of a similar or, in some cases, physically identical nature to those performed by bargaining unit personnel. When a pilot plant makes the transition from purely experimental and developmental to a production plant, it is intended that bargaining unit personnel will perform work for which they are qualified and which historically has been performed by bargaining unit personnel.

20.11 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) days assignment can be made upon mutual agreement between the Company and the Union. The following applies:

1. Temporary employees shall be paid the wages established by the collective bargaining agreement for the classification they are performing.
2. While employed, temporary employees shall be considered for job openings with the Company in classifications which they worked at BEA after full-time employees on the recall list and full-time employees with 3161 preference.
3. Temporary employees shall be represented by the Union except that termination of an employee's service shall not be subject to the grievance and arbitration procedure. Temporary employees in the bargaining unit are entitled to participate in BEA benefit programs in the same manner as all other temporary employees at BEA.

4. Before hiring a temporary employee(s) the Company will consider qualified laborers where the need exists with the appropriate upgrade preference for the position.
5. Represented employees who have been laid-off, and still have recall rights under 8.3, will have the first opportunity to fill temporary positions as temporary hires provided they are qualified for the temporary positions.
6. Temporary employees shall not be eligible for any upgrades in their classification or be upgraded to lead man, unless there are no regular full time volunteers.

20.12 Shift Relief Worker Bid. Where the need has been recognized by both the Union and the Company, shift relief worker positions will be selected by the bid process.

20.13 Equipment Operator Training. The Company agrees to meet in a timely manner with the Union including one (1) representative from the HEOs and one (1) representative from the EOs to discuss the HEO checklist for EOs and HEOs. The parties will also discuss providing the necessary people and time to give the EOs and HEOs who have not received the specified training hours or any training on certain pieces of equipment required to maintain and acquire HEO qualifications. The Company will also follow the training opportunities language as listed in Article 20.7 of the bargaining unit agreement, while not impeding any ongoing work. This training will also give the EOs the opportunity to progress to the HEO classification when the Company posts a position. The Company shall implement necessary training before hiring from outside of BEA.

**ARTICLE 21
SUBCONTRACTING**

21.1 Contracting Out. The Company shall have the right to contract out work with outside contractors or subcontractors.

When work that would normally be performed by USW represented employees is to be contracted out, the Company will notify the Union. The Union may request a meeting to discuss the details of the subcontract and to suggest alternatives.

In exercising its right to contract out the Company will observe the collective bargaining agreement provisions.

21.2 Subcontracting Committee. A subcontracting committee will be established. The purpose of the committee is to discuss subcontracting issues which may arise. The parties will attempt to set up a mutually agreed upon procedure as to how subcontracting issues will be discussed by the committee with a goal to minimize inefficient subcontracting. Members are as follows:

3 Selected By Management

3 Selected By the Union

The committee shall normally meet during the first week of every month.

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

21.4 Subcontracting for Attrition. The Company agrees that the size of the respective covered workforce will remain stable, fall and/or rise as business needs dictate. Scope of work changes or funding losses will be adequate reasons for appropriate reductions in the total workforce. The Company shall not use lack of employees due to attrition caused by retirement, LTD, transfer, or termination, to transfer traditionally or historically performed tasks by bargaining unit employees to subcontractors. In the event of any question as to the appropriateness of assigning work to subcontractors or reduction of numbers of bargaining unit employees (for any of the above mentioned reasons), the Company and the Union agree to meet within ten (10) working days of the decision to subcontract the work. This provision is subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 22
NON-DISCRIMINATION

22.1 Non-Discrimination. There shall be no discrimination between employees within these bargaining units with respect to any conditions of employment because of membership or non membership in the Union or because of age, race, ethnicity, religion, national origin, gender, socioeconomic status, veteran status, disability, marital status, medical condition, pregnancy, or sexual orientation. References in the working agreement to he, him, and his include the female gender and are not references to gender.

22.2 Compliance with the Americans with Disabilities Act. The parties acknowledge that they are subject to and intend to abide by the requirements of the Americans with Disabilities Act (ADA). The Union and the Company specifically acknowledge that reasonable accommodations, as defined by the ADA, may include but are not limited to part-time or modified work schedules. Time required by such an individual for physical therapy, rehabilitation, extended rest periods and the like shall not be compensable time unless covered under Article 13.

ARTICLE 23
VALIDITY

23.1 Contract Subject to DOE Directives. It is understood and agreed that 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-AC07-05ID14517), 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 of the identification of an inconsistent provision.

ARTICLE 24
TERM OF AGREEMENT

24.1 Terms. This agreement shall become effective 12:01 a.m., (day after ratification), and shall remain in effect through 12:00 midnight, May 31, 2011 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 term shall not in any case extend beyond the term of BEA's contract with the Department of Energy (Contract No. DE-AC07-051D14517) as may be terminated, modified or extended.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duty authorized representatives this 4th day of September 2008.

For: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and Local No. 652

For: Battelle Energy Alliance

By: _____

J. Kip Phillips
USW International Representative

Matt Chavez
Matt Chavez, Vice President

Larry Wheeler
Larry Wheeler, Representative

Kurt Neeser
Kurt Neeser, Representative

Todd Larsen
Todd Larsen, Representative

Shelley Campbell
Shelley Campbell, Representative

Bryce Dixon
Bryce Dixon, Representative

LaRon Johnson
LaRon Johnson, Representative

Brian Anderson
Brian Anderson, Representative

Kevin Bagley
Kevin Bagley, Representative

Kean Cardwell
Kean Cardwell, Representative

By: _____

Victor Serna
Battelle Labor Relations

Arantza Zabala
Arantza Zabala
Workforce Programs Manager

Denise Teuscher
Denise Teuscher
Labor Relations Manager

Scott Sheets
Scott Sheets
Labor Relations Specialist

Steve Winn
Steve Winn
F&SS Facility Complex Manager

Michael Love
Michael Love
Nuclear Operators Maintenance Manager

Brooks Clements
Brooks Clements
Deputy Manager ATR Operations

Paul Nelson
Paul Nelson
Radiation Control Manager

EXHIBIT "A"

WAGE/CLASSIFICATIONS

	CURRENT	JUNE 1, 2008	JUNE 1, 2009	JUNE 1, 2010 Wage Opener
Power Dispatcher	\$26.36	\$27.28	\$28.10	
Lineman	\$29.18	\$30.20	\$31.11	
Electrician 1 st Class	\$26.36	\$27.28	\$28.10	
Electrician 2 nd Class	\$23.61	\$24.44	\$25.17	
Electrician Helper	\$20.03	\$20.73	\$21.35	
Instrument Technician Specialist	\$27.80	\$28.77	\$29.64	
Instrument Technician 1 st Class	\$26.36	\$27.28	\$28.10	
Instrument Technician 2 nd Class	\$23.61	\$24.44	\$25.17	
Instrument Technician Helper	\$20.03	\$20.73	\$21.35	
Machinist Specialist	\$27.80	\$28.77	\$29.64	
Machinist 1 st Class	\$26.36	\$27.28	\$28.10	
Machinist 2 nd Class	\$23.61	\$24.44	\$25.17	
Machinist Helper	\$20.03	\$20.73	\$21.35	
Sheet Metal Mechanic 1 st Class	\$26.36	\$27.28	\$28.10	
Sheet Metal Mechanic 2 nd Class	\$23.61	\$24.44	\$25.17	
Sheet Metal Mechanic Helper	\$20.03	\$20.73	\$21.35	
Heavy Equipment Operator	\$26.36	\$27.28	\$28.10	
Equipment Operator	\$23.61	\$24.44	\$25.17	
Equipment Operator Helper	\$20.03	\$20.73	\$21.35	
Welder 1 st Class	\$26.36	\$27.28	\$28.10	
Welder 2 nd Class	\$23.61	\$24.44	\$25.17	
Welder Helper	\$20.03	\$20.73	\$21.35	
Fitter 1 st Class	\$26.36	\$27.28	\$28.10	
Fitter 2 nd Class	\$23.61	\$24.44	\$25.17	
Fitter Helper	\$20.03	\$20.73	\$21.35	

EXHIBIT "A"
WAGE/CLASSIFICATIONS

	CURRENT	JUNE 1, 2008	JUNE 1, 2009	JUNE 1, 2010 Wage Opener
Mechanic 1 st Class	\$26.36	\$27.28	\$28.10	
Mechanic 2 nd Class	\$23.61	\$24.44	\$25.17	
Mechanic Helper	\$20.03	\$20.73	\$21.35	
Painter 1 st Class	\$26.36	\$27.28	\$28.10	
Painter 2 nd Class	\$23.61	\$24.44	\$25.17	
Painter Helper	\$20.03	\$20.73	\$21.35	
Carpenter 1 st Class	\$26.36	\$27.28	\$28.10	
Carpenter 2 nd Class	\$23.61	\$24.44	\$25.17	
Carpenter Helper	\$20.03	\$20.73	\$21.35	
Custodian RTC	\$17.49	\$18.10	\$18.65	
Custodian (+18 mos)	\$16.99	\$17.58	\$18.11	
Custodian (6-18 mos)	\$14.40	\$14.90	\$15.35	
Custodian (0-6 mos)	\$11.75	\$12.16	\$12.53	
Nuclear Operator 6	\$28.40	\$30.74	\$31.66	
Nuclear Operator 5	\$26.35	\$28.62	\$29.48	
Nuclear Operator 4	\$23.31	\$24.13	\$24.85	
Nuclear Operator 3	\$21.43	\$22.18	\$22.85	
Nuclear Operator 2	\$19.82	\$20.51	\$21.13	
Nuclear Operator 1	\$18.22	\$18.86	\$19.42	
Senior Utility Operator	\$26.36	\$27.28	\$28.10	
Utility Operator	\$23.60	\$24.43	\$25.16	
Utility Operator Helper	\$20.03	\$20.73	\$21.35	
Locksmith 1 st Class	\$26.36	\$27.28	\$28.10	
Locksmith 2 nd Class	\$23.61	\$24.44	\$25.17	
Locksmith Helper	\$20.03	\$20.73	\$21.35	
Vehicle Repair Specialist	\$26.36	\$27.28	\$28.10	
Vehicle Repair	\$23.61	\$24.44	\$25.17	
Vehicle Repair Helper	\$20.03	\$20.73	\$21.35	
Tool Crib Attendant	\$23.63	\$24.46	\$25.19	
Tool Crib Helper	\$20.04	\$20.74	\$21.36	

EXHIBIT "A"
WAGE/CLASSIFICATIONS

	CURRENT	JUNE 1, 2008	JUNE 1, 2009	JUNE 1, 2010 Wage Opener
Laborer Specialist	\$20.13	\$20.83	\$21.46	
Laborer (+18mos)	\$18.21	\$18.85	\$19.41	
Laborer (6-18 mos)	\$15.27	\$15.80	\$16.28	
Laborer (0-6 mos)	\$13.05	\$13.51	\$13.91	
Sr. Telephone Oper + 18	\$17.40	\$18.01	\$18.55	
Telephone Oper 6-18	\$14.78	\$15.30	\$15.76	
Telephone Oper 0-6	\$12.01	\$12.43	\$12.80	
Sr. Occ Health Nurse	\$29.71	\$30.75	\$31.67	
Occ. Health Nurse II	\$28.14	\$29.12	\$30.00	
Occ. Health Nurse I	\$25.61	\$26.51	\$27.30	
X-Ray Tech Sr	\$22.56	\$24.46	\$25.19	
X-Ray Tech(0-5yrs)	\$18.95	\$20.74	\$21.36	
LPN Exam Tech A:				
LPN Exam Tech B: (0-5 yrs)	\$14.62	\$15.13	\$15.59	
Sr Rad Con Tech (+36 mos)	\$28.17	\$29.16	\$30.03	
Rad Con Tech (18-36 mos)	\$24.76	\$25.63	\$26.40	
Jr. Rad Con Tech (0-18 mos)	\$19.97	\$20.67	\$21.29	
Video Producer	\$26.90	\$27.84	\$28.68	

*The shop Fab Handler, the Machinist Specialist and the Instrument Specialist classifications will be eliminated once the current employees in these classifications are no longer in those classifications. The Laborer Specialist was created by the MOA (Herbicide Laborer) dated 10/31/02 hereby incorporated into this agreement

EXHIBIT "B"
PROMOTION AND DEMOTION CHARTS

MAINTENANCE (MECHANICAL)

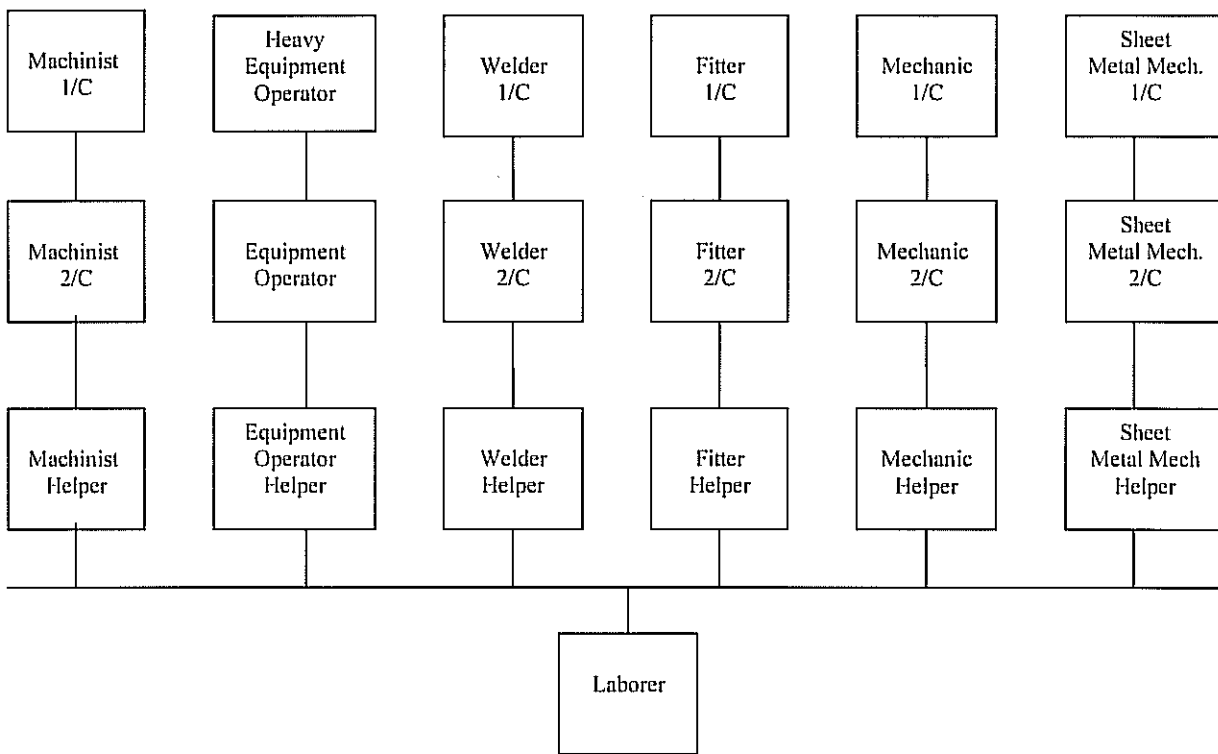


EXHIBIT "B"

**PROMOTION AND DEMOTION CHARTS
(continued)**

MAINTENANCE (CIVIL)

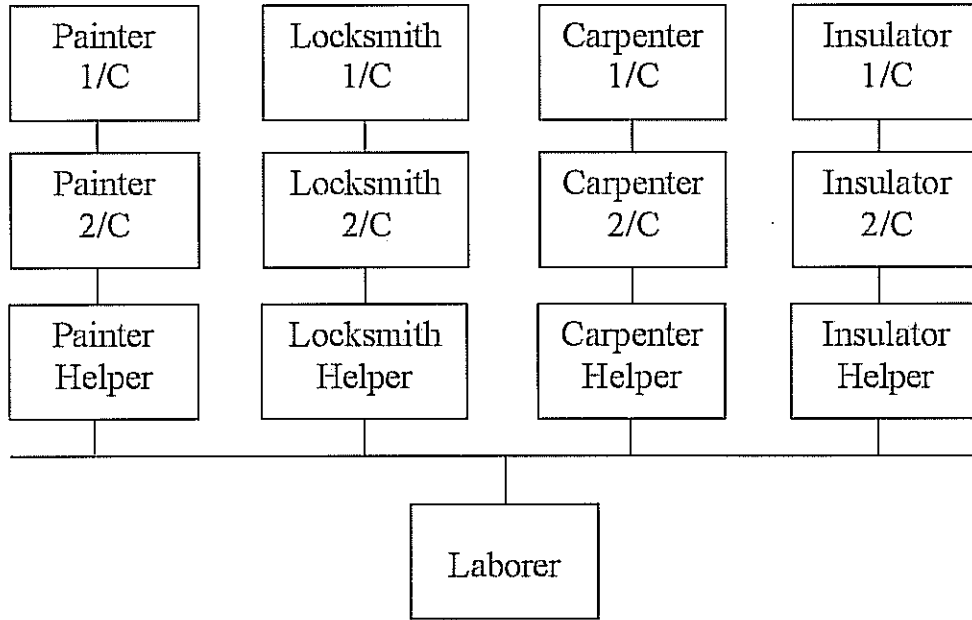


EXHIBIT "B"

PROMOTION AND DEMOTION CHARTS (continued)

MAINTENANCE (ELECTRICAL)

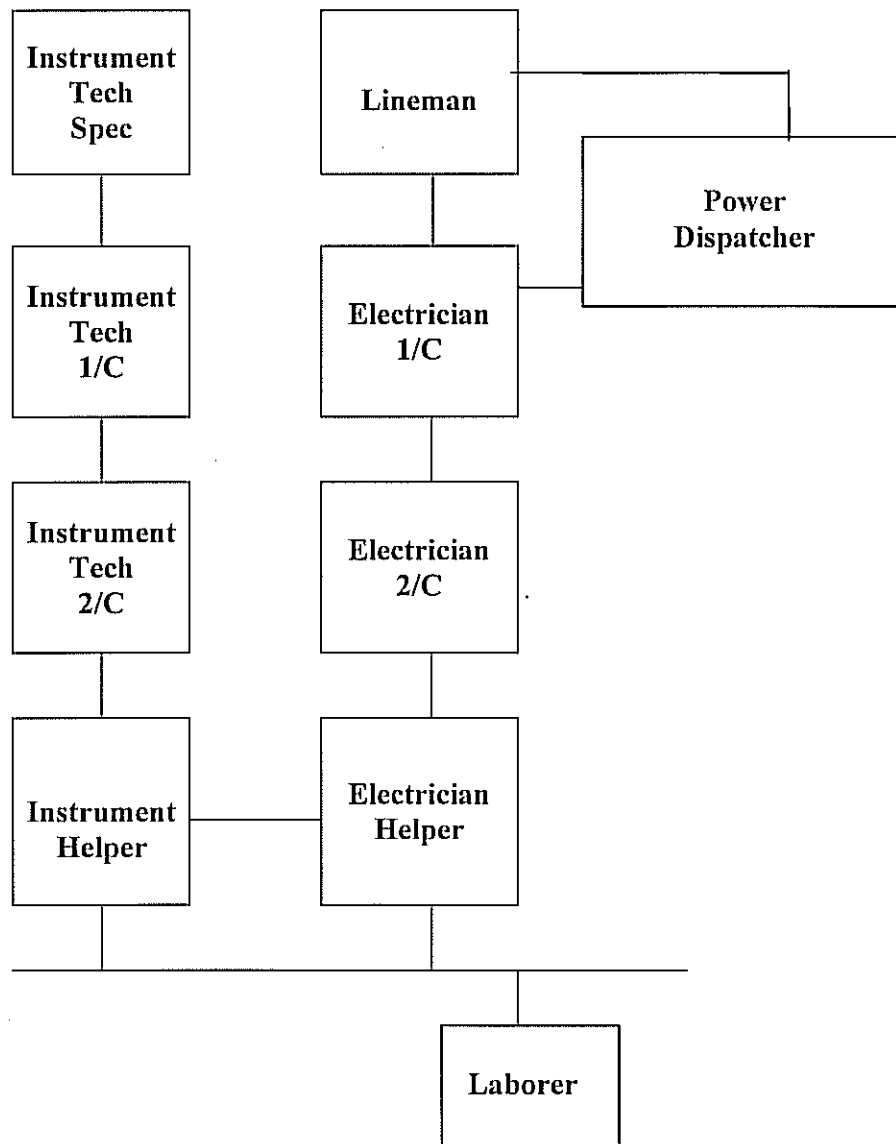


EXHIBIT "B"

**PROMOTION AND DEMOTION CHART
(continued)**

Operations

UTILITIES

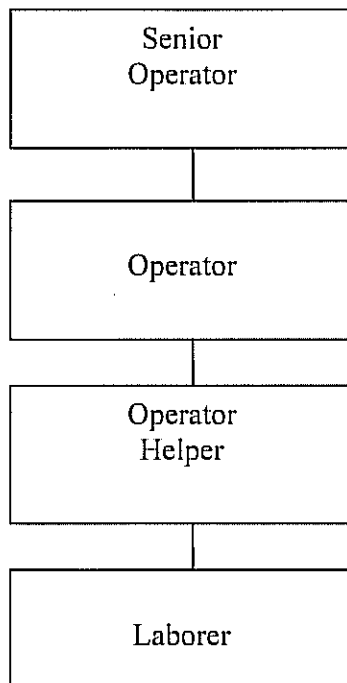


EXHIBIT "B"

**PROMOTION AND DEMOTION CHART
(continued)**

Operations

RTC

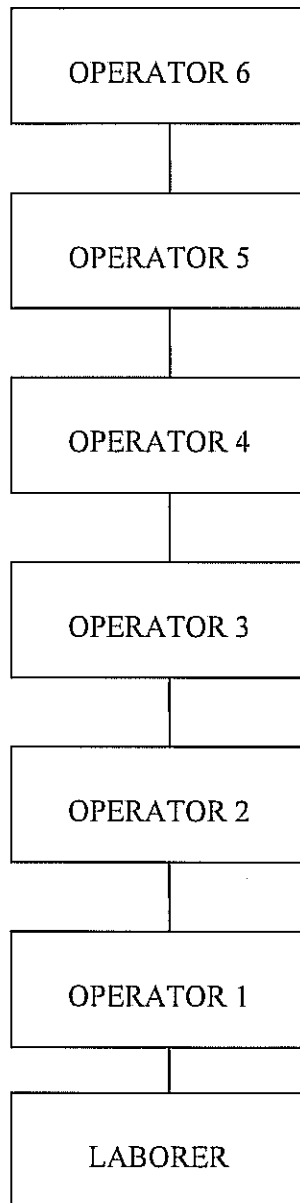
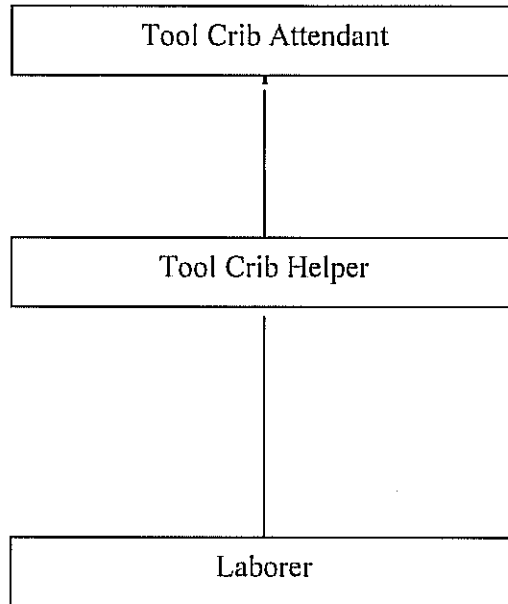


EXHIBIT "B"

**PROMOTION AND DEMOTION CHARTS
(continued)**

GENERAL



ATTACHMENT A

MEMORANDUM OF AGREEMENT

Between

**LOCKHEED MARTIN IDAHO TECHNOLOGIES
COMPANY (LMITCO)**

and

**OIL, CHEMICAL AND ATOMIC WORKERS
INTERNATIONAL UNION (OCAW)**

June 23, 1998

PRIVATIZATION / OUTSOURCING

The parties recognize that among the primary goals of the Department of Energy (DOE) is to enhance productivity, reduce cost and transition our regional economy from a dependence on federal funding to private industry. Privatization/Outsourcing is one means to accomplish these objectives. LMITCO, as the INEEL consolidated contractor, has contractual responsibility to take the lead in implementing this program.

The parties also recognize the need to work cooperatively to minimize the impact of privatization/outsourcing on affected employees, the community, and the operation of the INEEL. In this regard, LMITCO will conduct open, forthright, two way communications with affected and potentially affected employees, OCAW representatives, and community leaders to develop options for dealing with the impact.

Privatization/outsourcing ("privatization") is defined as the transfer of most, if not all, of a function to the private sector with a goal to transfer people and equipment whereby LMITCO will no longer perform most, if not all, the function with the work remaining in LMITCO's work scope. The following outlines OCAW's involvement as specific functions are identified for privatization.

- **Initial Notification of OCAW**

LMITCO will provide to OCAW on a monthly basis a list of those functions with OCAW-represented employees which LMITCO is considering as privatization candidates. Such list will be confidential until affected employees have been notified by the Company with union presence in the case of OCAW-represented employees. LMITCO will also provide a description of the work to be privatized, the names and classifications of affected OCAW-represented employees, and the projected date of privatization. LMITCO will not submit to OCAW any cost/benefit analysis or send Request for Proposals (RFPs) to potential bidders until the function has been on the list for at least thirty (30) calendar days.

- **Cost/Benefit Analysis**

As part of the cost/benefit analysis, LMITCO will request that DOE-Idaho seek from the Department of labor a wage and benefit determination pursuant to the Service Contract Act (SCA) in accordance with the Department of Labor's normal policies, for positions scheduled to be privatized which are represented by OCAW.

LMITCO's Business Management Branch will present and explain to up to three LMITCO representatives and to two local OCAW representatives and the OCAW International official a cost/benefit analysis of each function considered for privatization which has bargaining unit members represented by OCAW and highlight any variance from the basic cost model. OCAW may appeal within fifteen (15) calendar days any variance from the basic cost/benefit analysis model to DOE-ID and then DOE-HQ for a final decision provided such appeal to DOE-HQ is submitted in writing to DOE-HQ within 10 calendar days of receipt of the decision from DOE-ID. As an alternative, OCAW may choose to arbitrate any variance through the expedited arbitration procedure. Cost benefit analysis data will only be disclosed to union officials and representatives who have a need to know such data in the exercise of their Union responsibilities and who have signed the attached non-disclosure agreement provided by LMITCO. Open discussions will be held with OCAW officials regarding the analysis and any response by such officials will be fully considered. OCAW officials may request, and LMITCO will not decline to provide, relevant information such as the documentation supporting the cost/benefit analysis. Discussions between LMITCO and OCAW officials will occur as needed, during the thirty (30) calendar-day period triggered by LMITCO'S Business Management Branch's presentation to OCAW and LMITCO representatives of the cost/benefit analysis. OCAW officials may present to LMITCO any alternative, including a proposed method to determine the numbers of employees necessary for the effective performance of any privatized work for consideration during this thirty (30) calendar-day period.

- **Request for Proposal (RFP) Decision**

All input received from OCAW officials and others will be reviewed by LMITCO management having final decision-making authority. Such input will be given consideration prior to any final decision by LMITCO to send out and RFP. LMITCO has final authority regarding any privatization decision.

Selection is subject to the following criterion:

A minimum cost savings threshold of an average of 5% per year over the period of the LMITCO/contractor contract.

- **RFP Process**

OCAW officials will receive a copy of the RFP within seven (7) calendar days after LMITCO has made a decision to send out RFP's and finalized the RFP's and prior to such RFP's being sent to potential bidders. OCAW officials must provide input to LMITCO within fifteen (15) calendar days of receiving the RFP. LMITCO will consider any such input prior to sending out the RFP. LMITCO will review all responses to RFP's received and has final authority to select the successful bidder, consistent with the terms of the RFP. LMITCO will not arbitrarily or unreasonably reject any alternative previously proposed by the union.

The RFP shall provide that for the first year of the contract, or the expiration of LMITCO/OCAW contract (whichever comes first), employees performing SCA-covered privatized work shall receive equivalent base wages (including any applicable shift differentials) and comparable benefits to those paid by LMITCO during an employee's preceding year with LMITCO from whatever source(s). Beginning with the second year of the contract, or the expiration of the LMITCO/OCAW contract (whichever comes first), such employees will be paid under the subcontract at least the prevailing wages and benefits as provided by the wage determination or in accordance with any negotiated collective bargaining agreement, as applicable.

The determination of successor ship issues should be decided in accordance with the established rules developed under the NLRA; each case of privatization/outsourcing will be addressed on its own facts. The parties will endeavor to structure any outsourcing so that current INEEL workers hired to perform outsourced work comprise a separate bargaining unit within the meaning of the NLRA.

- **Affected Employees**

To the extent that a contractor must supplement its existing work force, affected OCAW-represented employees (those in the function to be privatized) will be offered employment for such openings for the scope of work formerly performed by such employees in accordance with the following priority:

Employees performing the same work and requiring the same skills for LMITCO at the time of transition as is required by the contractor, e.g. carpenter work, shall be made offers for such openings in line with INEEL site seniority.

Employees not performing the same work for LMITCO at the time of transition as is required by the contractor but nevertheless qualified shall be made offers for such openings in line with INEEL site seniority.

Qualified individuals on the "3161" list (see Memorandum of Agreement regarding Preference) in the line with INEEL seniority.

An affected employee shall not be deemed unqualified for a position within the applicable scope of work if the employee is qualifiable for that position between one month after the contractor has won the bid and the scheduled date the contractor assumes the work. (Employee must be qualifiable within 90 calendar days regardless of the above). Any training required for the affected employees to be qualified by the scheduled date shall be provided by LMITCO or the contractor on paid time, to be scheduled at the convenience of LMITCO.

The contractor shall not make offers of employment under the contract other than to affected employees and qualified individuals on the 3161 list for openings in the scope of work formerly performed by such affected employees and individuals on the 3161 list currently at LMITCO until all affected employees and individuals on the 3161 list qualified for such positions have been given job offers by the contractor.

If the successful bidder increases the number of positions or vacancies occur under the contract within six (6) months after operations begin, its obligation to offer employment to qualified affected employees and qualified individuals on the 3161 list shall continue until the additional positions are filled. The contractor shall, as soon as possible, notify and

solicit applications from affected employees and qualified individuals on the 3161 list who shall be given a reasonable period within which to accept such offers, which in no case shall be less than ten (10) calendar days.

Employees in the function to be privatized may refuse to accept a job offer from the successful bidder. Employees not hired by the successful bidder will be considered for any LMITCO openings for which they are qualified or qualifiable within ninety (90) calendar days prior to any layoff which may occur. LMITCO will provide such training. Any such employee refusing to be trained for a LMITCO opening shall be considered to have voluntarily terminated. If no openings for which the employee is qualified or qualifiable within ninety (90) calendar days exist, the employee will be laid off in accordance with the bargaining unit Agreement. LMITCO will comply with applicable laws during any layoff process including providing preference for eligible employees in accordance with applicable provisions of Section 3161 of the National Defense Authorization Act.

The parties agree that costs associated with the up to 90 day period employees affected by privatization have to become qualified for available openings prior to layoffs shall not be part of the cost/benefit analysis model. An "available opening" exists from the time Human Resources has received an approved Employee Position Description (EPD) to the time an individual has received and accepted an offer or the EPD has been cancelled by management.

An affected employee involuntarily laid off (not for cause) by the winning bidder during the first year of the contract shall be considered for LMITCO openings for which such employee is qualified. If the employee cannot be placed with LMITCO, the employee will be placed on the recall list to those classifications to which the employee would have been on recall if eligible had the employee been laid off from LMITCO rather than hired by the contractor, or the 3161 list. The length of time on recall shall start as if the employee were laid off at the time the employee was hired by the contractor. During the period on the recall or 3161 list, the affected employee will receive payment by the winning bidder equal to Two Thousand (\$2,000.00) Dollars per month for each month left in the first year of employment. Payment will cease upon receiving a job offer from LMITCO or a job offer of equivalent wages and comparable, if not equivalent, benefits from another employer.

LMITCO will attempt to mitigate the impact of privatization on its employees by encouraging bidders to hire LMITCO employees and/or discouraging the successful bidder from laying off former LMITCO employees during their first months of employment.

Arbitration

Procedure

For an alleged violation of the agreement, the parties have agreed to an expedited arbitration procedure during which time is of the essence. Grievances over the applicability of Attachment A shall be subject to the expedited arbitration procedure. The procedure is as follows:

Immediately after ratification of the labor agreement, the parties shall request from the Federal Mediation and Conciliation Service (FMCS) a list of forty (40) arbitrators from the states of Idaho, Utah, Montana, Wyoming, Arizona, Nevada, New Mexico, and Colorado.

Upon receipt of the list from the FMCS, the parties shall immediately jointly contact each of the arbitrators to determine those willing to commit to be available for a hearing within thirty(30) days of being contacted for three (3) consecutive business days, and will render an award within two (2) weeks of receiving briefs from the parties.

From a pool of those arbitrators who meet all the criteria above, nine (9) shall be selected with the parties striking alternately from the list of qualifying arbitrators (with a coin toss determining who strikes first).

Upon a grievance being filed within seven (7) calendar days after the Company has sent out the RFP's the parties shall jointly request FMCS assistance for mediation and telephonically contact each of the nine (9) pool arbitrators to determine who is available for a hearing within thirty (30) calendar days for three (3) consecutive days. The parties shall alternately strike names of arbitrators (with a coin toss determining who strikes first) from the list of available arbitrators until only one is left who shall be the arbitrator to hear and decide the case.

The parties shall repeat biennially (once every two years) the selection process to determine the pool of nine (9) arbitrators.

The Company and the Union may each strike one (1) arbitrator from the pool during each year,

The parties shall be allowed to submit briefs to the arbitrator. Such briefs must be submitted within one (1) week of the last day of the arbitrator hearing. No extensions for briefs shall be granted. A brief not submitted in a timely manner shall not be considered by the arbitrator.

An arbitrator must render an award within two (2) weeks of receiving the briefs.

If the parties have not selected the panel of nine (9) arbitrators when the Union first files a grievance, the Company and the Union shall mutually agree on an arbitrator or select and arbitrator in accordance with the procedure in the labor agreement.

It is understood that the fees and expenses of the arbitrator shall be an allowable cost under the DOE-LMITCO contract in any arbitration occurring under this agreement. Court reporter and transcript costs for LMITCO and OCAW shall be paid in accordance with the Memorandum of Agreement regarding Court Reporter/Transcripts.

Other Resolutions

Issues resolved through an appeal through DOE are not arbitrable.

- The Union must file a grievance within seven (7) calendar days from the date the Company sends out RFP's to grieve any arbitrable issue involving the various privatization process steps up to the time the Company sends out the RFP.
- The Union must file a grievance within seven (7) calendar days from the date the Union is notified of the selection of the winning bidder to grieve whether the selected bidder met the RFP selection criteria.

- The Company agrees not to transition the affected employees and function to the winning bidder until at least 90 days after it has sent out the RFP's.
- If LMITCO decides to bring back a function previously privatized, then all previous LMITCO employees employed by the privatization entity at the time of such decision shall be offered positions with LMITCO in the functions.

The parties agree to work together to ensure an efficient implementation of LMITCO privatization initiatives.

This agreement shall expire on the expiration date of the current labor agreement.

E. B. Tuz 8/12/98
LMITCO Representative Date

J.H. De... .. 8-12-98
OCAW Local 2-652 Representative Date

... 8/12/98
OCAW International Representative Date

NON DISCLOSURE AGREEMENT

This Agreement is between _____

(Recipient) and Lockheed Martin Idaho Technologies Company (LMITCO), management and opening contractor of the Idaho National Engineering and Environmental Laboratory (INEEL) for the U.S. Department of Energy (DOE) under Contract No. DE-AC07-94ID13223.

WHEREAS, LMITCO possess certain Proprietary Information relating to _____

(the Technology) and Recipient desires to evaluate the Proprietary Information.

THEREFORE, the parties agree:

1. Recipient shall protect LMITCO's Proprietary Information, making no use of it other than for information thereof, which either:
 - a. disclosed in writing and plainly marked as LMITCO's Proprietary Information, or
 - b. disclosed in another manner and identified as proprietary at the time of disclosure, and summarized and designated proprietary in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.
2. Recipient shall:
 - a. protect the Proprietary Information by using the same degree of care, but no less than a reasonable degree of care, as Recipient uses to protect its own confidential information of a like nature; and
 - b. Not disclosed the Proprietary Information to any third party without the written consent of the supplying party; and
 - c. Restrict disclosure of the Proprietary Information to employees who have a need to know the same and who have been advised of Recipient's obligations under this Agreement; and
 - d. Not removed the Proprietary marking from only of the Proprietary Information.
3. The obligation of non-use and nondisclosure set forth in this Agreement shall not apply to any information which:

- a. Is or becomes part of the public domain otherwise than as a consequence of breach of obligations under this Agreement;
 - b. Was already known to the Recipient prior to receipt from LMITCO;
 - c. Is lawfully disclosed by LMITCO to a third party without restriction; or
 - d. Is disclosed by a third party to the Recipient without restriction and otherwise than as a consequence of breach of obligation of a Nondisclosed Agreement.
4. Any obligations under this Agreement shall automatically terminate three (3) years after the date of disclosure of information considered proprietary.
5. Nothing contained in this Agreement shall be construed as conferring upon the Recipients any right or license under intellectual property rights of LMITCO.

Accepted and agreed to:

For RECIPIENT

for LMITCO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT

Between

LOCKHEED MARTIN IDAHO TECHNOLOGIES
COMPANY (LMITCO)

and

OIL, CHEMICAL AND ATOMIC WORKERS
INTERNATIONAL UNION (OCAW)

June 23, 1998

COURT REPORTER/TRANSCRIPTS

This will confirm the following understanding reached among DOE, OCAW, and Lockheed Martin Idaho Technologies Company officials in regard to court reporter and transcript costs for any arbitration occurring under the terms of Attachment A (the Memorandum of Agreement on Privatization/Outsourcing).

- The party requesting the court reporter will bear the cost of the court reporter services.
- The party requesting a court reporter will pay for the first copy of the transcript (record) if the party wants a transcript.
- Court reporter costs and transcripts (record) costs shall not be deemed allowable cost to the Company up to a total of \$35,000 a year. Reimbursement of such costs to OCAW will be governed by OCAW's Agreement with DOE.
- Subject to the availability of appropriations, in the event the Union incurs costs and transcript (record) costs in excess of \$35,000 in any year in connection with such arbitration, DOE agrees to reimburse the Union for such excess costs. Such reimbursement may be made through LMITCO.

E. B. [Signature] 8/12/98
Lockheed Martin Idaho Technologies Company Date

[Signature] 8/12/98
OCAW International Date

D. H. "Dix" DeMonaco 8-17-98
OCAW Local 2-652 Date

The section of the past agreement covering **Dosimetry Technicians** will be included in its entirety with both parties agreeing to update the existing language at the time Dosimetry Technicians are transferred back to BEA from CWI.