

USW/IEC 2022 Negotiations Contract Changes May 3, 2022

Language written in red represents new language added to the contract. Language written in black represents current language included for informational purposes only. There were limited changes to Articles 1, 3, 13, 14, 16, 17, 18, 21, and 22 associated with grammar, company name, and titles changes, etc. Those articles did not have language changes.

2.8.1. Curtailed Union Dues While on STD/LTD. Union dues will be collected as normal as long as the employee is in full paid status. Dues will be suspended once the employee no longer has enough alternative benefits to cover the prioritized withholding. In the event that the employees Union dues get suspended the employee would no longer be required to reimburse the Union for any lost dues upon returning to work. The Company will resume dues deductions once the employee returns to work on a full time basis.

4.7.1 An employee's classification is intended to reflect the work they primarily perform. Classifications listed herein are not intended to limit Management Right's to ensure utilization of resources. Employees within the following classifications will be required to perform all work they are trained and qualified to perform the same as a D&D Skilled worker.

- IWTU CRO, OSO, and Operator
- Fabricator 1st and 2nd Class
- Mechanic 1st and 2nd Class
- Pipefitter 1st and 2nd Class
- Painter 1st and 2nd Class
- BOP LWP Senior Operator and Operator
- BOP US Senior Operator and Operator
- BOP WWS Senior Operator and Operator
- RH-TRU Senior Operator and Operator
- Equipment Operator and Equipment Operator Trainee
- Carpenter 1st and 2nd Class
- Insulator 1st and 2nd Class

¹Article 9 Subsection 9.3 and/or 9.4 will apply as applicable.

¹ **9.3. 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.

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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. The Company will pay 100% of all costs associated with Certification/Qualifications/Licenses **that are required by State Law, Federal Law, or required by the company.**

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.

Unpaid lunch periods will be allowed at approximately the halfway point in the shift. This unpaid lunch period will begin and end within one (1) hour before or after the halfway point of the shift. When at the Company's direction, an employee works through their regular unpaid lunch period, that employee shall be compensated for one-half (1/2) hour at the overtime rate of one and one-half (1 1/2) times their regular base wage rate and allowed adequate time to eat their lunch later in their regular shift.

Any employees unpaid lunch period will be a continuous uninterrupted break. If the company assigns work during the employee's lunch break, the employee shall be paid an additional half-hour of pay at the overtime rate and be afforded their thirty (30) minute lunch period with no loss of pay resulting.

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

9.4. 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.

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~~5.1.1.a. The work week for off-site employees working the 9x80 schedule will start at noon on Friday and end seven (7) days later on Friday noon.~~

5.3.2.d. Sliding Twelve's (12's) - Days. Where an employee works the twelve (12) hour ~~day shift~~ that includes four (4) ~~days-shifts~~ on, four (4) ~~days shifts~~ off, four (4) ~~days shifts~~ on, continuously.

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

5.3.3. Rotating/Sliding Shift Work Schedule.

5.3.3.a. Rotating Eights (8's). 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/Sliding Twelve's (12's). Normally the day shift will be from 7:00 a.m. to 7:00 p.m. and the night shift will be from 7:00 p.m. until 7:00 a.m.

6.1. Overtime Rates. For the purpose of computing overtime all hours paid are considered hours worked except for hours charged to short term disability and holiday hours paid outside of a worker's established shift. 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-hours ~~rotating~~ shifts). Unpaid leave shall not be counted as time worked for the purpose of computing overtime. "Regular base rate" for overtime pay purpose

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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.

Twelve-hour shift workers whose scheduled work week exceeds forty (40) hours shall not be required to record more than forty (40) hours in a pay status for the work week. On a 48 hours work week, after forty (40) hours in paid status any of the subsequent hours could be coded as leave without pay (LWOP) and shall not count towards the 120-hour annual limit. Coding of holidays cannot be affected by this provision.

6.7.12.b. Forced Overtime Limits. Unless unusual or critical circumstances occur, employees shall not be forced to work more than **sixty (60)** hours in a work week or more than fourteen (14) consecutive days without two (2) consecutive days off. Consistent with the above limitations, an employee shall not be forced to work more than twelve (12) hours in a work day more often than one (1) time during their normal four (4) day work schedule.

6.10. Assigning Overtime for D&D Classifications at ICP.

The Company will consider specific skills in making those assignments.

6.10.1 D&D workers and other classifications may be assigned to the same overtime roster.

6.11 Overtime Assignments for Subcontract RCT's. Subcontract RCT employees will not be offered overtime assignments until all available represented RCT's within a specific overtime roster have been offered and/or refused the assignment.

7.2. Probationary Period. During the first **one hundred twenty (120)** calendar days of employment in the bargaining unit, an employee shall be considered on probation insofar as continued employment with the Company is concerned (thirty [30] calendar days for a temporary employee who becomes a permanent employee). The probationary period may be extended to a total of **one hundred eighty (180)** calendar days upon mutual agreement of both parties. In all cases, termination of an employee's service prior to the expiration of the probationary period shall not be subject to arbitration. **If an employee is on Short Term Disability (STD) for more than 30 days (during the initial 120 calendar day probationary period) the employees probationary period will be extended 1 day for each day the employee is absent from work beyond 30 days.**

8.2.3. Transfers or Demotions Due to Reduction in Force.

Transfers or demotions due to a reduction in force within any classification, will be made on the basis of unit seniority or section seniority if it exists, except as outlined in Article 18, Apprenticeship Program. The affected employee shall

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displace the junior employee working a job that the affected employee is qualified to perform. The employee must be able to satisfactorily perform the job without skill-specific training. The employee will be allowed a reasonable period for familiarization, exclusive of the time necessary to accomplish specific indoctrination requirements.

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, the employee may regress in accordance with Exhibit B. All other employees may regress in accordance with Exhibit B if qualified, (the employee will be allowed a reasonable period for familiarization, exclusive of the time necessary to accomplish specific indoctrination requirements) or be laid off and receive severance pay in accordance with Article 13. It should be noted, however, that an employee in Operations and Maintenance electing to be laid off rather than regressing to a D&D classification and returning to a D&D classification or the classification/section from which they were laid off within thirty (30) months from date of layoff shall retain section/unit seniority for promotional purposes within the section/unit from which he was laid off as outlined in Article 7, Subsection 7.4.1. and 7.4.2.

8.8. Procedure for Filling Vacancies

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

8.8.1.a. Vacancy Bid Process for Operational Areas as identified in 8.8.2.a.1. All employees will have bid rights to job openings within their respective classification across the ICP Operational Areas. D&D work areas will be bid in accordance with Page 3 Bullet 1 of the D&D Agreement.² Transition for successful bidders will take place as soon as possible but may take up to 6 months after bids are awarded to allow the hiring process to occur.

8.8.1.a.2. RCT Vacancy Bid Process. RCT vacancies will only be bid upon successful hiring of backfill candidates.

8.8.2. 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 Labor Relations Office no later

² •All employees are eligible to bid D&D jobs. The Company will review bidders' seniority, qualifications, work experience and physical fitness, in determining bidder capability and suitability. Full time ICP-Core employees who are represented by USW and are qualified will have priority, prior to ICP-Core hiring from an outside source. If there are not enough bidders, the Company may fill the jobs from any source available.

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than close of business on the seventh (7th) day following the end of the posting period.

8.8.2.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 with the exception of promotion:

8.8.2.a.1. Established Operational Work Areas Within the

ICP

- RWMC
- INTEC
- IWTU

Each individual D&D Project will be treated as its own Work Area but may require additional support from established Operational Areas.

New Areas may be established if agreed upon by the Company and the Union.

Upon inception of new Operational Areas, management and the Union will meet for the effective implementation of all aspects of the CBA. Upon establishment of a new Operational Area (not a D&D area) a one-time initial bid will be performed among the affected classifications.

Vacancies within Operational Work Areas will be filled by the senior qualified bidder.

9.1. **Wages.**

The company offers the following General Wage Increases.

- 05/09/2022 Wage increase – Tier 1: 5.75% Tier 2: 3.75%
- 05/08/2023 Wage increase – Tier 1: 5.35% Tier 2: 3.50%
- 05/06/2024 Wage increase – Tier 1: 3.00% Tier 2: 3.25%
- 05/05/2025 Wage increase – Tier 1: 2.75% Tier 2: 2.75%
- 05/04/2026 Wage increase – Tier 1: 2.50% Tier 2: 2.50%
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The term of this agreement is 5 years and expires on May 1, 2027.

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10.1.1. ~~Rotating Shifts and Sliding~~ Twelve Hour Shifts Workers. Employees assigned to a ~~rotating shift or sliding~~ twelve hour shift, on a full-time basis will receive a differential of ~~\$0.95~~ \$1.20 per hour for all hours worked 7am to 7pm (day shift) and a shift differential of \$2.00 for all hours worked from 7pm to 7am (night shift).

10.1.2. ~~Fixed or~~ Alternating or Shift Relief Workers. Employees assigned to an ~~fixed or~~ alternating shift on a full-time basis or shift relief workers will receive a shift differential of \$1.20 per hour for all hours worked on the day shift from 7am to 7pm or \$2.00 per hour for all hours worked on the night shift (from 7pm – 7am). If an employee has a shift start time between the two shifts, then the employee will receive the higher of the two shift differentials for all hours worked during the shift.

11.1.1. Schedule. Employees will be eligible for eighty (80) hours of holiday per year observed under the Company's annual holiday schedule. ~~Employees may use Holiday hours as Floating Holidays but must be used in full day increments (holiday hours may be used in conjunction with another leave provided the employee does not have enough holiday hours to cover the full shift).~~

11.2. Pay for Holidays. Employees will receive straight time pay for all their scheduled holiday hours whether worked or not. ~~Employees will also~~ Shift workers who work holiday that falls within the employees' shift will receive time and one-half (1 1/2) for all hours worked on a holiday, including applicable shift differential. ~~Employees who work outside of their regularly scheduled shift will receive a premium pay rate of two (2) times their straight time rate for all hours worked on a holiday, as established in the shift worker holiday schedule, including any applicable shift differential.~~

SHIFT WORKER HOLIDAY SCHEDULE

New Year's Day
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Day After Thanksgiving Day
 Christmas Eve
 Christmas

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12.4 Certification Pay.

12.4.1 **NCCCO Mobile Crane Operator Certification.** Employees certified as NCCCO Mobile Crane Operators will receive certification pay at a rate of (3%) per hour above their base wage for all hours worked/paid including holiday and personal leave hours. When selecting employees as NCCCO Mobile Crane Operators the practice of the Company will be to promote employees assigned to perform those duties. Seniority within the area will be the primary consideration.

12.4.2 **Radiation Control Technician (RCT) NRRPT.** Senior RCT's will receive (5%) per hour above their regular base wage as certification pay for voluntarily passing the NRRPT exam. If at any time the employee fails to keep their NRRPT certification current they will forfeit all further NRRPT certification pay until successfully reinstated. The certification pay will be paid for all hours worked/paid including holiday and personal leave hours. Exam and fees will be the responsibility of the employee taking the exam. If the employee passes the exam the Company will reimburse the employee, the cost of the exam. The Company is not obligated to but may create preparatory classes for the exam. Class attendance as well as self-study will be performed on the employee's own time. Additional study material and preparation for the course are the sole responsibility of the employee. The Company shall reimburse the employee for the required fees associated with maintaining the NRRPT certification.

12.5. 8.6.2. Lead Upgrade. If the Company deems it necessary, it may upgrade an employee to act as lead. Employees designated as lead under this provision will not exceed one-hundred eighty (180) days. If necessary after this assignment, the lead will be offered to other qualified employees within the classification in the area. If there is no interest, the same employee may be assigned to act as lead. ~~The employee upgraded shall be paid an hourly wage rate of \$1.75 per hour above the regular base wage rate or \$1.75 per hour above the base wage rate of the employee in the highest classification (this excludes any red circled employee or an employee working outside their classification) working in the work group, whichever is higher.~~ Employees will not be forced to take a lead position.

12.5.1.8.6.2.a. Lead for Support of 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. The employee upgraded shall be paid an hourly wage rate of \$3.00 per hour above their regular base wage rate or \$3.00 per hour above the base wage rate of the employee in the highest classification (this excludes red circled employees or employees working

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outside their classification) working under their direction, whichever is higher. Employees upgraded under this section must have completed the qualification to perform this function. ~~to assist supervision as the person in charge of giving management determined work direction assignments to employees in their own specific classifications and/or other crafts on specific jobs. Employees in this capacity may be required to use the tools of their classification.~~

12.5.2.8.6.2.b. Lead as Designated Point of Contact for Work Direction. Employees may be designated as a point of contact reporting to a designated member of management **to assist in oversight and work direction within their classification.** The employee upgraded shall be paid an hourly wage rate of \$2.00 per hour above their regular base wage rate. Employees in this capacity may be required to use the tools of their classification for which they are qualified.

12.5.3.8.6.3. Upgrade for Non-Represented Position. If the company deems it necessary, it may upgrade an employee **to a non-represented position, such as, but not limited to,** 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 ~~\$1.40~~ **\$2.00** 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 Labor Relations.

15.6.1 Personnel Action Advisory Group (PAAG). In the event a disciplinary PAAG is held for a USW Represented employee, the Company **agrees to brief** a Union Representative **a minimum of twenty-four (24) hours** prior to the PAAG to discuss the **facts of the** investigation. The Union reserves the right to submit a written statement that will be presented in the PAAG.

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

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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.

A Union representative of the area safety team shall accompany the safety director or his authorized personnel during the physical inspection(s) of the workplace for the purpose of aiding in the inspection. Such representative will receive results of the inspections.

The Company agrees to fund a minimum of two (2) full time Health and Safety Representatives from the USW work force. **The Company will fund additional Health and Safety Representatives if management determines there is a need.** The representatives will be selected by the local Union President and approved by the Company Safety Manager. **The Union and Company will determine which USW Health and Safety Representative will be demoted should the need arise.** Either party may request the removal of the designated employee with thirty (30) days notice. ~~The term of this assignment shall be eighteen months and as such will rotate the safety representative assignments among eligible employees, By mutual agreement of both parties, the term of the assignment may be extended.~~ The rate of pay for the company safety representatives will be ten percent (10%) above the individual's base wage during the assignment.

20.6. Facility Closure Days. In the event of a site closure, essential employees required to be on site will be paid one and one half time (1 ½) for all hours worked past their normally scheduled shift until they are allowed and able to go home. If meals cannot be provided the employees will be entitled to meal allowances in accordance with Article 6.8. A rest period of no less than 8 hours will be provided for every twenty-four (24) hour period.

20.6.1 Employees released from work early or those who are directed not to report for work due to facility closure will not lose regularly scheduled pay and will be given direction from payroll as to how their time should be charged.

20.6.2 If an employee is at work working overtime on a scheduled day off the employee will be paid at the appropriate rate (including any applicable shift differential) for the remainder of the shift if employees are sent home due to a facility closure. However, if an employee is scheduled for overtime work and is called off prior to reporting for work, due to a facility closure, they will not be paid as long as notification is made at least 2 hours in advance of the scheduled start

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time of that overtime assignment. If the notification is made less than 2 hours prior to the start of the scheduled start time the employee will be paid a 4-hour minimum. Employee notifications may be made through Company channels such as Road Condition Hotline (208-680-4400), Txtwire System, etc.

20.10. 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. Examples of such tasks include changing indicator bulbs and changing ink and pens on recorders. 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.

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., ~~and (8) to provide assistance to represented Dosimetry employees during loading and unloading of TLD's before and after badge exchange.~~

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20.11. 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 **being considered** to be contracted out, the Company will notify the Union. The Union may request a meeting within twenty-four (24) hours of notification to discuss the details of the subcontract and to suggest alternatives. ~~The parties will set up a mutually agreed upon procedure as to how subcontracting issues will be discussed by the committee with the goal to minimize inefficient subcontracting. The subcontracting committee will be composed of equal numbers of members selected from management by management and members selected from the Union by the Union.~~

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

20.11a Subcontracting Committee. A subcontracting committee will be established. The purpose of the committee is to discuss subcontracting issues which 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

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

20.11.c. Subcontracting for Attrition. The Company agrees that the size of the respective covered workforce will remain stable, fall and/or rise as the 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 questions as to the appropriateness of assigning work to subcontractors or reduction in number 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 Article 15.

20.12. Special Provisions.

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20.12.1. 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 **their** 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 **them**, and for failure to do so may be charged with the value thereof. If an employee's personal clothing becomes contaminated with radioactive matter to an unsafe degree, the employee will surrender **their** contaminated clothing. The employee's contaminated clothing will be returned to the employee when and if it becomes safe again and the employee will then, upon the Company's request, return the clothing which **they** previously received from the Company. If after confiscation of an employee's personal clothing it is deemed unsafe to ever return them, 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.~~

20.12.1.a Company Provided Clothing. For personnel to complete their assigned duties and as specified in regulatory requirements. All articles provided will be replaced on a wear and tear basis after evaluation from Management. The following articles will be accessible to the employees on a as needed basis.

- Modesty Clothing (for example coveralls or scrubs)

The following articles will be accessible to employees in the electrician classification, as needed.

- FR Protective Clothing

The follow articles will be accessible to employees in the instrument technician, fabricator, pipefitter, and mechanic classifications, as needed.

- Job Related Pants and Shirts

20.12.1.b Cold Weather Provided Clothing. Cold Weather Clothing to aid in the prevention of cold stress, will be provided with approval from Manager with justification (evaluation of work area). Cold Weather Clothing will be provided on a as needed basis.

The following is a list of articles that may be provided by request through management:

- Jacket/Coat
- Bibs_(Overalls)
- Thermal Underclothing

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The following is a list of articles that the company will continue to distribute through appropriate channels by project.

- Hat
- Gloves (insulated and non-insulated)
- Non-Prescription Safety Glasses

20.12.1.c. Employees are required to perform inspections of clothing and equipment for proper form and function prior to use; to use them in conformance with instructions, requirements, and training; and be accountable for protective clothing and equipment issued and assigned to them.

20.12.1.d. Lunch and Shower Facilities. The Company will provide lunchroom facilities and appliances for heating and cooling of food. The Company will make available to employees facilities for clean-up including showering and adequate secure storage lockers for personal articles wherever radioactive or hazardous materials are potentially present in the workplace.

20.12.2. Cafeteria Meals. Every employee assigned to work in the cafeteria will be entitled to charge one meal allowance for each shift which the employee is assigned to work in the cafeteria. Every employee assigned to work in the cafeteria must pay for each food item consumed at the cafeteria and must pay a cashier other than themselves for all items purchased. Cafeteria workers shall be provided an unpaid 30-minute lunch period prior to 14:00, at a time allowed by management.

~~20.13. ——— Establish Site Wide Assignment Language for classifications and employees effective May 1, 2005.~~

~~————— 20.13.1. Notwithstanding anything to the contrary in this agreement or in any memorandum, any employee(s) assigned to the classifications listed below may be assigned site wide within their classification at the Company's sole discretion. These assignment(s) will be based on business necessity and any concerns alleging discrimination or retaliation will be reported to Labor Relations for investigation. Such assignments will be without limitation as to time, duration, or work to be performed. No employee(s) shall be assigned to perform work within their classification without proper training, safety training for the area, core training, and building indoctrination, if necessary.~~

~~Such employee(s) seniority standing shall not be determinative in making work assignments across the site within their classification.~~

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~~The classifications included under this provision are: Listed in Exhibit A Wage Rates by Classification and Exhibit B Promotion and Demotion Charts. D&D Helper, D&D Hazardous Reduction Technician, D&D Skilled Trades, Welder, Sheet Metal, Electrician (to include IPO), Instrument Technician, Spent Nuclear Fuel Operators, RadCon Technician, and in-grade positions attached.~~

20.14 Selection Process Upon Establishment of New Classifications.

The company will determine the size and composition of the workforce as identified in Article 3. When selecting personnel for classifications the process of the company will be on a volunteer basis by seniority. ³

³ 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.

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D&D AGREEMENT

This Agreement applies to **Idaho Environmental Coalition (IEC)**, its subcontractors, their subcontractors, assigns or any successful bidding operator, hereafter called the “Company” and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO Local No. 652, hereinafter referred to as the “Union” and on behalf of those employees comprising the bargaining unit. Unless the Company and the Union mutually agree to the contrary, all provisions of the collective bargaining agreement not specifically modified or in conflict will continue in full force and effect. This Agreement shall apply to all D&D work performed by employees of the Company represented by the Union at the Idaho Site and to all site D&D work which they are assigned by the Company. It’s the parties’ intention to make every effort to assign tasks relating to cleaning up the facility and reclaiming the Site to “USW Represented Employees” as availability and time permit, unless “construction work” or provisions of the collective bargaining agreement apply.

D&D Site Wide Activity

- D&D activity – generally by project – will have beginning and ending dates.
- D&D designation of a building or area will be by the Company or the client DOE, with prompt notice to the Local Union President.
- Company will accept input from the Union, D&D crews, electrical personnel, and RCT’s on the work to be performed and will develop a safe and appropriate plan of action.
- Safety is first. Employees will be assigned work for which they are trained and qualified to perform in a safe manner. If Company and Union deem appropriate, a Union Safety Representative will be assigned.
- Employees who bid D&D will be assigned a position for which they meet the minimum qualifications. The parties agree that job specific and safety training are needed. Training will be provided prior to assignment to a

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- specific task where training is needed. The Company will determine the work shift where required training will be provided. Training grants may be used. Employees who don't bid D&D or with restrictions will be treated in accordance with the collective bargaining agreement.
- A D&D employee may be assigned to any non-D&D classification at any time, in any building or area, as long as they are qualified to safely perform the work. Such employee(s) shall not be assigned as a craftsman outside **his their** craft but may be assigned to assist in other crafts. They will work per contract/job outline with no reduction in pay. D&D employees assigned out of D&D will be brought back on the basis of ability and seniority when new D&D projects or additional workers are needed, before other employees are added temporarily or by bid. An employee may be retained to fill in for an absent employee.
 - D&D employees may be assigned or supervised by a Subcontractor or lower tier Subcontractor.
 - Lead upgrade - if designated, will be paid **in accordance with Article 12.5 \$1.60 per hour above the highest worker assigned to the crew** (doesn't include support person) **that period**.
 - Support person-brought in for a specific task covered by their classification-paid additional 3% per hour for hours worked as support. **Such \$1.00 per hour shall not be used in the calculation of overtime**. Upon completion will return to regular job/shift. The Company will make every effort to consider qualification, seniority and concerns of the employee, when making support assignments. The job assignments of RCT's and Electrical personnel to D&D building activities are not considered support work.
 - D&D crew members will perform all D&D work, within their D&D Classification, which they are qualified and trained to perform safely regardless of jurisdiction. Further, D&D crew members may be assigned to perform any classification of D&D work with no reduction of pay. If the work is of a higher labor grade it will be paid at the higher labor grade. The Company may advance employees within D&D.
 - The performance of D&D activity by the D&D crew shall not be considered a violation of the collective bargaining agreement, including Article 4.9 thereof.
 - All employees are eligible to bid D&D jobs. The Company will review bidders' seniority, qualifications, work experience and physical fitness, in determining bidder capability and suitability. Full time ICP-**Core** employees who are represented by USW and are qualified will have priority,

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- prior to ICP-~~Core~~ hiring from an outside source. If there are not enough bidders, the Company may fill the jobs from any source available.
- Violation of this agreement will be subject to Article XV grievance procedure.
 - To promote stability and to increase employment opportunities, the parties agree that all provisions of this Agreement will be interpreted to optimize flexibility in assigning D&D work. The Company will seek written approval from DOE or the appropriate government agency to allow “out-of-year work activities” to be pulled forward, thereby accelerating baseline schedules. If granted, a copy will be provided to Union.
 - When D&D operations cease on the site, the RWMC classification will be reinstated unless otherwise agreed.
 - The D&D jobs will be established in the M&O Seniority Unit. In the event of a permanent reduction in force in the D&D jobs, the employee(s) displaced may return to their former classification that they held prior to the posting to D&D with/by seniority. A skilled tradesman permanently displaced from his job may fill a job in D&D if qualified. Necessary safety training will be provided.
 - The Company and the Union will discuss the skill mix for D&D.
 - Employees may be required to wear a respirator/PAPR/APR or pressure suit.

The INTEC Area(s) are covered by the D&D Agreement.

- The Company will continue to accommodate employee’s current restrictions in accordance with operational requirements.
- The Welders and Sheet Metal Workers would be eligible for D&D support pay at INTEC only if assigned out of their regular area of work to perform a specific task for/with a D&D work crew. Such employees would be eligible for D&D wage rates only when they are accepted on a future D&D open job.

Special Pay Provisions

Guidelines for Pressure Suit Pay. It is the intent of this guideline to provide premium pay when the nature of the job requires, in addition to clothing normally worn, additional protective clothing prescribed to protect the entire surface of the body and an outside source of breathing air, or self-contained

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generator for oxygen or air, or a tank of air. The Company shall determine when such equipment is required. When the use of such equipment is required, a premium of 9% per hour shall be paid, based on actual hours only, from the time the employee is completely outfitted until such time as the suit is removed. Under normal circumstances, an employee will not be required to work more than four hours in one consecutive period in supplied air from the time the employee is completely outfitted until the time the suit is fully removed. ~~Such three dollars (\$3.00) per hour shall not be used in the calculation of overtime.~~ This guideline is not intended to provide premium pay for performing work in a pressure suit or equivalent equipment when such equipment is required for the protection of the material, not the employee; i.e., the potential risk to the employee would be no greater if he/she performed the job without the pressure suit or special equipment.

Guidelines for Respirator/PAPR/APR Pay. When management determines a job requires the use of a respirator/PAPR/APR the employee(s) will be paid 3 % per hour for all hours involved and approved by management. ~~Such fifty cents (.50) per hour shall not be used in the calculation of overtime.~~ Employees must be properly certified and keep certified.

Duration

This agreement shall be effective for the term of the existing collective bargaining agreement. The parties agree that should either party request modifications to this agreement due to a substantial change in conditions, or significant administrative problems, the parties will in good faith negotiate on such matters of concern. This agreement may be altered, changed, or amended by mutual agreement of the parties.

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MEMORANDUM OF UNDERSTANDING

Overtime for employees assigned to D&D (actual facility teardown project) will be handled in one of the following methods:

- A) The no preference designation will be eliminated (i.e. volunteers and refusals only on list).

Employee will volunteer weekly by the agreed upon day in each area.

The Company will ask employees to work in any order.

A record of hours worked and refused will be kept.

The distribution of overtime will be relatively equal.

If the distribution of overtime is out of spread on a quarterly review (more than 80 hours) highest to lowest, the Company will within thirty (30) days, offer overtime to correct the imbalance. If at the next quarterly review the overtime list is out of spread (more than 80 hours) highest to lowest, the Company will pay those employee(s) that are out of spread at the overtime rate of 1 ½ times their hourly base wage. ~~Other provisions of Article 6 not in conflict will continue in effect. (Repetitive read below)~~

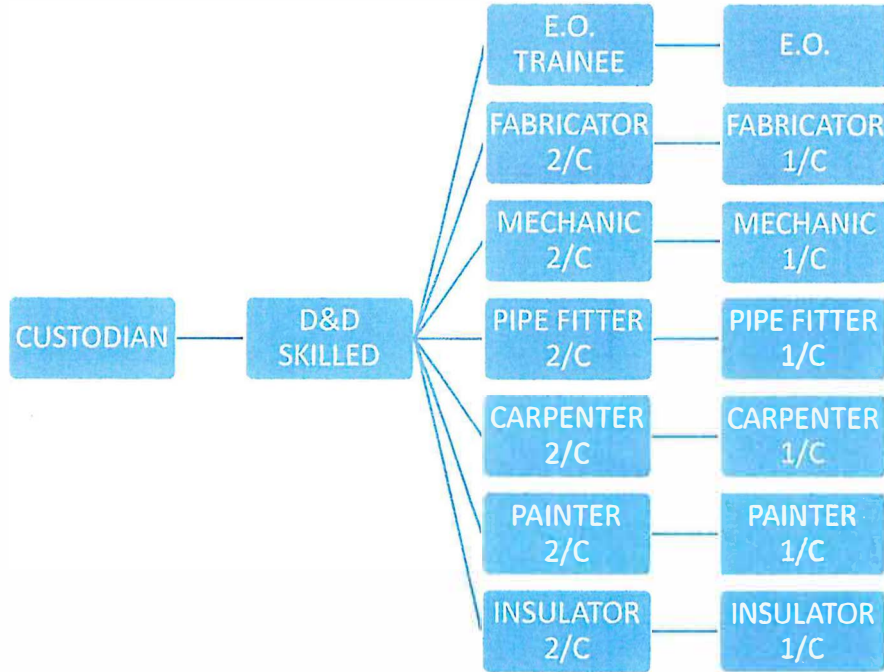
Other provisions of Article Six not in conflict will continue in effect.

- B) Blanket Overtime: Management will have the option of offering overtime to all employees on an individual project (i.e. ~~RTCNRF~~). Employees will have the option to turn down the overtime. Under these circumstances overtime hours need not be recorded.

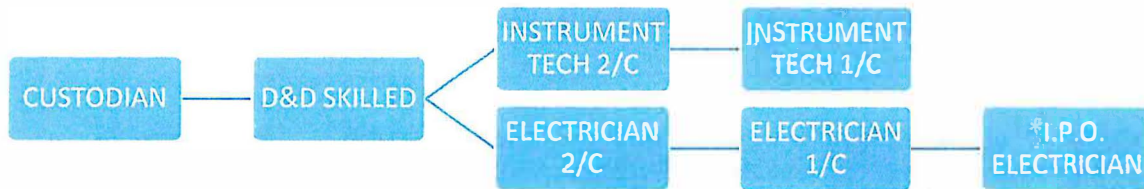
These provisions may not be modified or expanded to cover additional employees without mutual agreement between the Union and the Company.

Exhibit B Promotion and Demotion Charts

MAINTENANCE



ELECTRICAL

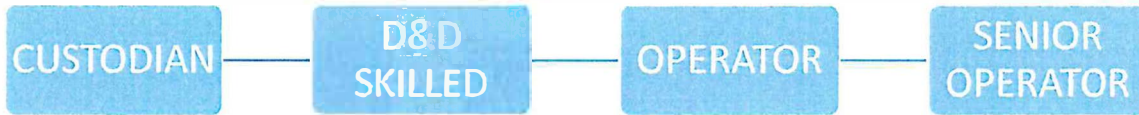


*I.P.O. Electrician does not create or imply super seniority over Electrician 1/C

When regressing the employee's pay must be equal to or greater than the position to which they are regressing.

Exhibit B Promotion and Demotion Charts

OPERATORS FOR BOP LWP, BOP WWS, BOP US, RH-TRU



SPENT NUCLEAR FUEL OPERATORS



IWTU OPERATORS



Section seniority will not apply to IWTU classification

RADIATION CONTROL TECHNICIAN



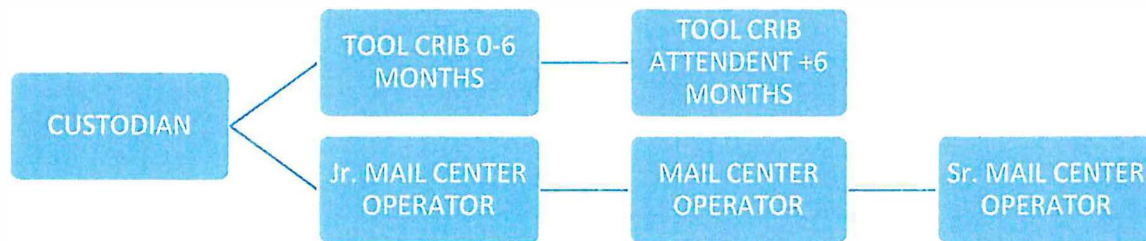
When regressing the employee's pay must be equal to or greater than the position to which they are regressing.

Exhibit B Promotion and Demotion Charts

DEACTIVATION & DECOMMISSIONING



GENERAL



PRINTER



CUSTODIAN



In the event temporary manpower is needed D&D skilled workers may be utilized in the custodian classification.

When regressing the employee's pay must be equal to or greater than the position to which they are regressing.

Tier 1
IPO Electrician
Electrician 1st
Electrician 2nd
Pipefitter 1st Class
Pipefitter 2nd Class
Fabricator 1st Class
Fabricator 2nd Class
Sr. Operator SNF
Operator SNF
Operator SNF Trainee
Instrument Technician 1st
Instrument Technician 2nd
D&D Skilled
D&D HRT
Sr. Rad Con Tech
Rad Con Tech
Jr. Rad Con Tech
Mechanic 1st Class
Mechanic 2nd Class
BOP LWP Sr. Operator
BOP LWP Operator
BOP US Sr. Operator
BOP US Operator
BOP WWS Sr. Operator
BOP WWS Operator
IWTU CRO
IWTU OSO
IWTU Operator
Equipment Operator
Equipment Operator Trainee
Carpenter 1st
Carpenter 2nd
Painter 1st
Painter 2nd
Sr. RH Operator
RH Operator
Insulator 1st & Insulator 2 nd

Tier 2
Tool Crib Attendant +6 Mos
Tool Crib Attendant 0-6 Mos
Custodian +18 Mos
Custodian 6-18 Mos
Custodian 0-6 Mos
Production Cook
Sr. Printer
Printer 2
Printer 1
Sr. Mail Center
Jr. Mail Center

***The company is proposing a one-time increase of \$0.80 per hour in the year 2022 to the following classifications Sr. Rad Con Tech, IPO Electrician, Electrician 1st, and IWTU CRO. The intent of this is to increase retention and recruitment of these classifications.**

Classification (Tier 1)	Current (\$)	5/9/2022 (\$) 5.75%	5/8/2023 (\$) 5.35%	5/6/2024 (\$) 3.00%	5/5/2025 (\$) 2.75%	5/4/2026 (\$) 2.50%
D&D Skilled Worker	\$39.87	\$42.16	\$44.42	\$45.75	\$47.01	\$48.18
D&D Hazardous Reduction Tech	\$36.26	\$38.34	\$40.40	\$41.61	\$42.75	\$43.82
Fabricator 1 st	\$39.87	\$42.16	\$44.42	\$45.75	\$47.01	\$48.18
Fabricator 2 nd	\$36.26	\$38.34	\$40.40	\$41.61	\$42.75	\$43.82
Mechanic 1 st	\$39.87	\$42.16	\$44.42	\$45.75	\$47.01	\$48.18
Mechanic 2 nd	\$36.26	\$38.34	\$40.40	\$41.61	\$42.75	\$43.82
Pipefitter 1 st	\$39.87	\$42.16	\$44.42	\$45.75	\$47.01	\$48.18
Pipefitter 2 nd	\$36.26	\$38.34	\$40.40	\$41.61	\$42.75	\$43.82
Carpenter 1st	\$39.87	\$42.16	\$44.42	\$45.75	\$47.01	\$48.18
Carpenter 2nd	\$36.26	\$38.34	\$40.40	\$41.61	\$42.75	\$43.82
Painter 1st	\$39.87	\$42.16	\$44.42	\$45.75	\$47.01	\$48.18
Painter 2nd	\$36.26	\$38.34	\$40.40	\$41.61	\$42.75	\$43.82
Insulator 1st	\$39.87	\$42.16	\$44.42	\$45.75	\$47.01	\$48.18
Insulator 2nd	\$36.26	\$38.34	\$40.40	\$41.61	\$42.75	\$43.82
*Sr. Rad Con Tech, IPO Electrician, Electrician 1st Class, and IWTU CRO Operator will receive a one-time increase of \$0.80 per hour in 2022						

Exhibit A Wage Rates by Classification (continued)

Classification (Tier 1)	Current (\$)	5/9/2022 (\$) 5.75%	5/8/2023 (\$) 5.35%	5/6/2024 (\$) 3.00%	5/5/2025 (\$) 2.75%	5/4/2026 (\$) 2.50%
*IPO Electrician	\$42.55	\$45.00	\$47.40	\$48.83	\$50.17	\$51.42
*Electrician 1 st	\$40.67	\$43.01	\$45.31	\$46.67	\$47.95	\$49.15
Electrician 2 nd	\$36.26	\$38.34	\$40.40	\$41.61	\$42.75	\$43.82
Instrument Technician 1 st	\$39.87	\$42.16	\$44.42	\$45.75	\$47.01	\$48.18
Instrument Technician 2 nd	\$36.26	\$38.34	\$40.40	\$41.61	\$42.75	\$43.82
*IWTU Control Room Operator	\$44.96	\$47.55	\$50.09	\$51.59	\$53.01	\$54.34
IWTU Outside Operator	\$41.44	\$43.82	\$46.17	\$47.55	\$48.86	\$50.08
IWTU Operator	\$39.87	\$42.16	\$44.42	\$45.75	\$47.01	\$48.18
BOP LWP Senior Operator	\$39.87	\$42.16	\$44.42	\$45.75	\$47.01	\$48.18
BOP LWP Operator	\$36.26	\$38.34	\$40.40	\$41.61	\$42.75	\$43.82
BOP US Senior Operator	\$39.87	\$42.16	\$44.42	\$45.75	\$47.01	\$48.18
BOP US Operator	\$36.26	\$38.34	\$40.40	\$41.61	\$42.75	\$43.82
BOP WWS Senior Operator	\$39.87	\$42.16	\$44.42	\$45.75	\$47.01	\$48.18
BOP WWS Operator	\$36.26	\$38.34	\$40.40	\$41.61	\$42.75	\$43.82

*Sr. Rad Con Tech, IPO Electrician, Electrician 1st Class, and IWTU CRO Operator will receive a one-time increase of \$0.80 per hour in 2022

Exhibit A Wage Rates by Classification (continued)

Classification (Tier 1)	Current (\$)	5/9/2022 (\$) 5.75%	5/8/2023 (\$) 5.35%	5/6/2024 (\$) 3.00%	5/5/2025 (\$) 2.75%	5/4/2026 (\$) 2.50%
Sr. Oper Spent Nuclear Fuel	\$41.44	\$43.82	\$46.17	\$47.55	\$48.86	\$50.08
Oper Spent Nuclear Fuel	\$36.00	\$38.07	\$40.11	\$41.31	\$42.45	\$43.51
Oper Spent Nuclear Fuel Trainee	\$29.58	\$31.28	\$32.95	\$33.94	\$34.88	\$35.75
*Sr. Rad Con Tech	\$43.05	\$45.53	\$47.96	\$49.40	\$50.76	\$52.03
Rad Con Tech	\$37.77	\$39.94	\$42.08	\$43.34	\$44.53	\$45.65
Jr. Rad Con Tech	\$31.53	\$33.34	\$35.13	\$36.18	\$37.18	\$38.10
Equipment Operator	\$39.87	\$42.16	\$44.42	\$45.75	\$47.01	\$48.18
Equipment Operator Trainee	\$36.26	\$38.34	\$40.40	\$41.61	\$42.75	\$43.82
RH-TRU Sr. Operator	\$39.87	\$42.16	\$44.42	\$45.75	\$47.01	\$48.18
RH-TRU Operator	\$36.26	\$38.34	\$40.40	\$41.61	\$42.75	\$43.82
*Sr. Rad Con Tech, IPO Electrician, Electrician 1st Class, and IWTU CRO Operator will receive a one-time increase of \$0.80 per hour in 2022						

Exhibit A Wage Rates by Classification (continued)

Classification (Tier 2)	Current (\$)	5/9/2022 (\$) 3.75%	5/8/2023 (\$) 3.50%	5/6/2024 (\$) 3.25%	5/5/2025 (\$) 2.75%	5/4/2026 (\$) 2.50%
Tool Crib Attendant (+ 6Months)	\$33.38	\$34.63	\$35.84	\$37.01	\$38.03	\$38.98
Tool Crib (0-6 months)	\$28.31	\$29.37	\$30.40	\$31.39	\$32.25	\$33.06
Custodian +18 months	\$24.57	\$25.49	\$26.38	\$27.24	\$27.99	\$28.69
Custodian 6-18 months	\$20.88	\$21.66	\$22.42	\$23.15	\$23.79	\$24.38
Custodian 0-6 months	\$16.96	\$17.60	\$18.21	\$18.80	\$19.32	\$19.80
Production Cook	\$28.56	\$29.63	\$30.67	\$31.66	\$32.54	\$33.35
Sr. Printer	\$32.94	\$34.18	\$35.37	\$36.52	\$37.53	\$38.46
Printer 1st	\$29.52	\$30.63	\$31.70	\$32.73	\$33.63	\$34.47
Printer 2nd	\$26.07	\$27.05	\$27.99	\$28.90	\$29.70	\$30.44
Sr. Mail Center Operator	\$27.84	\$28.88	\$29.89	\$30.87	\$31.72	\$32.51
Mail Center Operator	\$25.12	\$26.06	\$26.97	\$27.85	\$28.62	\$29.33
Jr. Mail Center Operator	\$20.37	\$21.13	\$21.87	\$22.58	\$23.21	\$23.79

*Sr. Rad Con Tech, IPO Electrician, Electrician 1st Class, and IWTU CRO Operator will receive a one-time increase of \$0.80 per hour in 2022