

**WORKING AGREEMENT  
BETWEEN  
BECHTEL BWXT IDAHO, LLC.**

**AND**

**AMALGAMATED TRANSIT UNION  
LOCAL 1517, AFL-CIO**



**INEEL**

Idaho National Engineering & Environmental Laboratory  
BECHTEL BWXT IDAHO, LLC

**EFFECTIVE AUGUST 8, 2000  
THROUGH  
APRIL 24, 2005**



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# ARTICLE I

## RECOGNITION

1. This Agreement between Bechtel BWXT Idaho, LLC. (BBWI) hereinafter called the “Company” and Amalgamated Transit Union, Local 1517, AFL-CIO, hereinafter called the “Union”, WITNESSETH:

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

- a. All Bus Drivers and Service Station attendants employed by BBWI, at the Idaho National Engineering and Environmental Laboratory (INEEL) Site near Arco, Idaho, excluding office clerical employees, professional employees, guards, supervisors as defined in the Act, and all other employees.
  - b. All transportation branch Dispatchers employed by BBWI, at the INEEL Site near Arco, Idaho, and Idaho Falls, Idaho, excluding clerical employees, professional employees, guards, supervisors as defined in the Act, and all other employees. (National Labor Relations Board, Case No. 19-RC-7115.)
2. The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interferences with efficient operations.
  3. It is recognized that managerial functions inherent in the conduct of the business by the Company are retained by the Company, except as limited by specific provisions of this Agreement. In emergencies, or for training, technical, supervisor, and professional employees may perform work in classifications covered by this bargaining unit.
  4. This Agreement contains all subject matter and stipulations agreed upon between the parties and no amendments or modifications to this Agreement can be made except when mutually agreed upon in writing by both parties.

5. **Relief Board Bus Drivers.** It is agreed that the Company may employ relief bus drivers.
- a. The total number of Relief Board Bus Drivers employed at any time will be limited to ten percent (10%) of the regular full-time drivers.
  - b. A Relief Board Bus Driver can work up to a maximum of 1040 hours in a calendar year.
  - c. Relief Board Bus Drivers shall be eligible for participation in the security plans and benefits for part-time employees, in accordance with Article XII, Security Plans and Benefits.
  - d. Relief Board Bus Drivers shall receive the established base rates of pay for work which they perform. Relief Board Bus Drivers shall be credited with actual hours worked for determining base wage rate progression in accordance with Exhibit "A".
  - e. A Relief Board Bus Driver will accumulate one (1) hour of holiday straight time pay for every twenty six (26) straight time hours worked (excluding overtime hours). Additionally, the employee will receive time and one half (1 ½) for all hours worked on a holiday, including applicable shift differential. Only hours worked on the holiday count towards the 1040 hour maximum.
  - f. During their employment, Relief Board Bus Drivers shall accumulate job seniority from the date of employment on a separate seniority list titled Relief Board Bus Driver seniority. A Relief Board Bus Driver converting to a regular full-time position will retain job seniority.
  - g. With the hiring of Relief Board Bus Drivers, the Extra Board current mode of operation will be maintained except when mutually agreed upon by both parties.

6. **Bus Driver Position Vacancy.** If a vacancy in a regular full-time or Relief Board Bus Driver position becomes available, preference will be given in the following order to fill the position:
- a. ATU Bus Drivers who have been laid-off and still have recall rights in accordance with Article VII, paragraph 2.
  - b. Qualified or qualifiable employees of DOE-ID INEEL contractors specifically identified for involuntary separation who are otherwise eligible under Section 3161 of the 1993 Defense Reauthorization Act and the DOE-ID Work Force Restructuring Plan.
  - c. Previous ATU Bus Drivers, who because of being identified for involuntary separation, transferred to other full-time positions within the Company, if such an opening occurs within an eighteen (18) month period of the transfer date.
  - d. Relief Board Bus Drivers in order of job seniority.
  - e. DOE-ID INEEL involuntary separated employees who are otherwise eligible under Section 3161 of the 1993 Defense Reauthorization Act and the DOE-ID Work Force Restructuring Plan.

## ARTICLE II

### PERIOD OF AGREEMENT

1. This Agreement shall become effective 12:01 a.m., August 8, 2000, and shall remain in effect through 11:59 p.m., April 24, 2005, and shall continue in effect thereafter unless either party shall give at least sixty (60) days prior notice in writing of its desire to terminate this Agreement, such notice shall be given no earlier than ninety (90) days prior to April 24, 2005, with the understanding, however, that such term shall not in any case extend beyond the term of BBWI's contract with the Department of Energy (Contract No. DE-AC07-99ID13727) as such contract may hereafter be terminated, modified, or extended.

## ARTICLE III

### UNION SECURITY

1. Union membership will be on a voluntary basis for employees of the Company employed in positions covered by this Working Agreement.
2. Employees covered by this Agreement will not be required to pay any Union membership dues covering any period during which the employee was on layoff status, or was not in the bargaining unit or on the Company's active payroll.
3. The Union will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other Union members.
4. The Company agrees to deduct from the wages of employees covered by this Agreement, who voluntarily authorize such deduction, their Union dues and to remit such dues promptly to the Secretary-Treasurer of the Amalgamated Transit Union, Local 1517, AFL-CIO, provided that 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 written notice to the Company from the Local Union Secretary.
5. 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 making payroll deductions of Union membership dues.
6. 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.
7. The Company shall not be required to take any action against an employee for failure to become a Union member or tender monthly Union dues.
8. The conditions controlling the deduction of Union dues shall be as stated on the following Checkoff Authorization form:

## CHECKOFF AUTHORIZATION

I hereby authorize my employer to deduct from my wages on the first pay day of each month hereafter, an amount equal to the first months dues and the regular monthly dues thereafter, payable to the Amalgamated Transit Union, Local 1517, AFL-CIO, such deductions to continue for a period of one (1) year from my date of union membership, unless terminated by me on an anniversary date of union membership by written notice to the Company and the union local. This authorization and assignment shall continue in effect for yearly periods beyond the irrevocable date set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me after the expiration or termination of the present collective bargaining unit contract between my employer and the above named union. If I am permanently transferred outside of the bargaining unit, on lay-off status, or on an inactive payroll of the employer, this authorization shall be null and void, and it is my responsibility to notify Labor Relations of such change.

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Social Security Number**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Employee Number**

EFFECTIVE DATE OF UNION MEMBERSHIP \_\_\_\_\_

Dues, contributions or gifts to the Amalgamated Transit Union are not deductible as charitable contributions for federal income tax purposes.

9. An employee may revoke his written checkoff authorization by giving written notice to the Company and the Union at least thirty (30) days and not more than forty five (45) days prior to the expiration of such yearly period. The employee must notify the Union and Company during this period by written notice sent by certified mail.
10. In the event that the State of Idaho's Right-To-Work Law is overturned or modified, the Company, upon notification from the Union, agrees to meet immediately to negotiate possible changes in this Article.
11. When mutually agreed upon in writing by both parties, additional deductions may be taken from an employee's wages and forwarded to the Union so long as the deduction is strictly voluntary on the employee's part, the employee has the unrestricted right to begin or terminate such deduction at any time by notifying the Company, the Union demonstrates that the deduction is legal both generally and under laws pertaining to the Company's government contract, and is to be used for a lawful purpose. The Union shall indemnify and save the Company harmless against any and all claims, payments, law suits, fines, penalties and every other form of liability that may arise out of or by reason of making such payroll deductions. Agreed to voluntary deductions at this time include the Jerry Fund and COPE.

## ARTICLE IV

### EMPLOYEES DUTIES AND RESPONSIBILITIES

1. The Company and the Union recognize that mutual respect and confidence will aid greatly in carrying out the provisions of this Agreement and will also go far toward bringing about the harmonious relations which both desire. The Company and the Union further agree that collective bargaining can best succeed in a friendly atmosphere in which both parties bargain in good faith and with an honest desire to understand each other's point of view.
2. Each employee will be assigned work by a recognized supervisor and will be responsible to a recognized supervisor for proper performance.
3. When reporting to work, each employee will report at a place and time designated by his supervisor.
4. Any employee who is unable to report for work when due will immediately notify his supervisor or other designated persons of the employee's expected absence, stating the reason or necessity for such absence.
5. Each employee will observe prescribed rules regarding work performance, personal conduct, safety, health physics, substance abuse, and security.
6. The Union recognizes that it is the responsibility and the right of the Company to maintain discipline and efficiency, and agrees that management shall have the freedom of action necessary to discharge its responsibility for the successful operation of the Facility. However, such action may be subject to the grievance procedure.
7. The disposition and number of the working force, assignment of duties, the right to hire, layoff, and discipline, including discharge for just cause, rests solely and exclusively in the Company, except as limited by the terms of this Agreement.

8. No employee shall cease work until the employee's relief begins work, where relief is regularly scheduled, or until the employee is released by the supervisor.
9. The Union Committee and/or employees will, when requested, cooperate with and assist the Company in formulating, establishing and maintaining, and/or applying programs of job analysis, job instruction, improved job methods, personnel evaluation, safety, training, and performance tests.

## ARTICLE V

### WAGE RATES

1. **Wage Rates.** All employees covered by this Agreement will receive the following General Wage Increases (GWI):

Effective August 7, 2000 a 3.0% GWI;

Effective August 6, 2001 a 3.0% GWI;

Effective August 5, 2002 a 3.0% GWI;

Effective August 4, 2003 a 3.0% GWI;

Effective August 2, 2004 a 3.0% GWI.

(Reference Exhibit "A" Job Classification and Wage Rates, Page 71.)

## ARTICLE VI

### SENIORITY

1. **Definitions.** Seniority, as used in this Agreement, is the measure of an employee's length of service and shall be considered with qualifications in respect to progressions, regressions, layoffs, and re-employment. There shall be two (2) types of seniority: Site seniority and job seniority.
  - a. **Site Seniority.** Site seniority is the length of service on a continuing basis at the Idaho National Engineering and Environmental Laboratory with Bechtel BWXT Idaho, LLC., Lockheed Martin Idaho Technologies Company, EG&G Idaho, Inc., Aerojet Nuclear Company, Idaho Nuclear Corporation, Phillips Petroleum Company, the Department of Energy or its predecessors the U.S. Energy Research and Development Administration and the U.S. Atomic Energy Commission and the following predecessor contractors: Lost River Transportation Company, Western Equipment Company, and National Industrial Maintenance Corporation.
  - b. **Job Seniority.** Job seniority is the length of service at the Idaho National Engineering and Environmental Laboratory with Bechtel BWXT Idaho, LLC., Lockheed Martin Idaho Technologies Company, EG&G Idaho, Inc., Aerojet Nuclear Company, Idaho Nuclear Corporation, Phillips Petroleum Company, the Department of Energy or its predecessors the U.S. Energy Research and Development Administration and the U.S. Atomic Energy Commission and the above-mentioned predecessor contractor on a permanent basis in a specific job classification shown on Exhibit "A" attached hereto.
  - c. A job progression chart is attached hereto as Exhibit "B" covering Service Station employees only. Service in any job classification in a line of progression shall be credited to job seniority in all lower classifications in that line of progression. For the purpose of this subsection, Bus Drivers and Dispatchers are considered to each be in one classification.
  - d. It is understood that when more than one employee on the same day enters the same job classification to which job seniority applies,

then site seniority shall determine the order of starting job seniority; if site seniority is equal, the employee who is oldest in age shall be considered the senior.

2. Seniority will be recorded on a seniority list and posted by the Company. The seniority list will be posted within thirty (30) days after the signing of the Agreement, and employees shall have thirty (30) days, after the seniority list is posted, to make protest. If there is not a written protest within the thirty (30) day period, the list becomes final. Seniority shall be governed by information shown on Company records.
3. **Probation.** The probationary period for all new Service Station and Dispatcher employees shall be the first 90 calendar days of employment. For all new Bus Drivers, it will be 90 working days after completion of their orientation period. All new employees shall be considered on probation insofar as continued employment with the Company is concerned, and termination of an employee's service prior to accumulation of these days shall not be subject to arbitration. Such probationary employee continued in the service of the Company after completion of the probationary period shall have seniority status in accordance with their length of continuous service, in the respective units, from the date of hiring.
4. **Administrative Leave of Absence.** Any employee returning to work from a administrative leave of absence, authorized by the Company, shall retain the amount of seniority which the employee accrued prior to going on administrative leave.
5. **Inactive Status, Layoff, Union Leave of Absence.** Any employee returning to work from inactive status, authorized by the Company, or from layoff for less than twelve (12) months or union leave of absence for less than twelve (12) months shall retain the amount of seniority which the employee accrued, in addition shall be credited with any seniority the employee would have accrued had the employee not been on inactive status, layoff for less than twelve (12) months or union leave of absence for less than twelve (12) months.
6. Seniority or length of service terminates in case of resignation, discharge, or after layoff periods extending beyond twelve (12) months.

7. Temporary employees in the Dispatcher, and Service Station job classifications shall be hired for a period not to exceed six (6) months. Temporary employees will accrue job seniority based on date of employment. A vacancy in a regular full-time position will be filled by the temporary employee with the most job seniority provided no other individual has contractual or legal preference to this job, e.g. recall rights, 3161 preference. A temporary employee converting to a regular full-time position will retain job seniority.

## ARTICLE VII

### TERMINATIONS, LAYOFFS, AND RE-EMPLOYMENT

#### 1. **Definitions.**

- a. Discharge means termination for just cause, and results in an unsatisfactory service record.
- b. Resignation means an employee's voluntary termination of employment.
- c. Layoff, as used in this Agreement, means termination for lack of work. An employee laid off retains an acceptable record of performance with the Company. Layoffs due to reduction in force within the bus drivers and dispatchers classifications will be made on the basis of inverse job seniority. Bus drivers who are affected by a layoff may exercise their job seniority to displace a relief board driver (if such a position exists) or choose to be laid off and still have recall rights in accordance with paragraph 2 of this Article. Layoffs due to reduction in force within the service station classifications will be made on the basis of job seniority within the affected job classification. Changes in the line of progression due to a reduction in force from any service station job classification will be made on the basis of job seniority.

2. **Re-Employment.** For a period of eighteen (18) months following his layoff, a laid off employee with at least ninety (90) days continuous employment immediately prior to layoff shall be given preference in the matter of re-employment, provided the employee shall notify the Manager of Labor Relations in writing by certified mail within thirty (30) days after the layoff and at least every six (6) months thereafter, of the employee's desire to be re-employed: when additional personnel are needed, a laid off employee shall be given notice in writing to apply in person for re-employment. (Re-employment is subject to meeting the Company's pre-employment standards and being qualified for the job to be filled. The continuous driving requirement will be waived provided he can demonstrate satisfactory driving ability.) The Company

will furnish the Union a copy of such notices. The Company will give such notice by certified mail, addressed to the employee's last post office address, as shown by the Company's records, and the Company shall not be required to consider any employee who does not notify the Company of the employee's desire to be re-employed within fifteen (15) days from the date of mailing of said notice. A copy of this notice will be sent to the Union. Any employee refusing re-employment to a full time position in the classification from which the employee was laid off will lose the re-employment protection provided by this paragraph.

- a. With respect to qualified employees who have been involuntarily laidoff, 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.
- b. Recall rights for any ATU represented employee on LTD benefits will be extended to cover a two (2) year period following the inception of the disability which caused the employee to go on LTD. Extension of recall rights does not entitle ATU represented employees to participate in the benefit plans beyond the customary time allowed any other Company employee on Long Term Disability benefits. During this period, seniority will accrue.

### **3. Bus Driver Disqualifications.**

- a. If a driver is disqualified as a professional driver for reasons other than health, the Company will not be responsible for any wages during the period of such disqualification, and such employee will accrue seniority during the period of disqualification.
- b. If a driver is disqualified for violation of regulations required by the Department of Transportation and/or applicable Codes of Federal Regulation, the period of disqualification will be in accordance with the applicable regulations. Such employee will accrue seniority while in a disqualified status.

# ARTICLE VIII

## SERVICE STATION

### A. HOURS OF WORK AND WORK SCHEDULES

#### 1. Hours of Work.

- a. The workday for pay is a period of twenty-four (24) consecutive hours beginning at 12:01 a.m.
- b. The workweek for pay is a period of seven consecutive days beginning at 12:01 a.m., Monday.
- c. Normal working hours for Service Station employees will be forty (40) hours per week.
- d. In the event the Company changes the Company's workday or workweek to accommodate the Company's operations, the Union will be notified within a reasonable amount of time prior to such change.

#### 2. Work Schedules.

- a. Current schedules of work for all employees shall be posted by the Company.
- b. Service Station employees will follow one of the Company's prescribed work schedules. Changes to the established schedules will be discussed with affected employees, and the Union will be given the opportunity to provide alternatives. It is recognized that seven (7) day operations at the Site require certain employees to work on schedules required other than Monday through Friday. It is agreed that employees required to work on Saturday and Sunday will be held to a minimum consistent with work requirements.
- c. Employees may be scheduled as manpower and operations may require.

- d. The days of work will normally be consecutive, and the regular schedule of workdays shall be so arranged that employees normally shall receive no less than two (2) consecutive days off, except if necessitated otherwise by change of schedules.

### **3. Lunch Period.**

- a. Day workers at the Site will have a thirty (30) minute lunch period without pay as reasonably near the middle of the shift as possible.
- b. Day workers in Idaho Falls will have a one (1) hour lunch period without pay as reasonably near the middle of the shift as possible.
- c. Scheduled shift workers will have a thirty (30) minute lunch period and be allowed to eat their lunch on Company time as reasonably near the middle of the shift as possible.

## **B. COMPENSATION**

### **1. Overtime Rate.**

- a. Overtime rates, computed at one and one-half (1-1/2) times the sum of the regular base rate and any applicable shift differential, shall be paid in lieu of regular wages for work performed by any employee in excess of forty (40) hours in any workweek. Unpaid leave shall not be counted as time worked for the purpose of computing overtime. All leave hours paid by the Company during any employee's normally scheduled work week will count toward the 40 hours required for payment of overtime. Only hours actually worked will be paid at the overtime rate. "Regular base rate" for overtime pay purposes shall be the rate applicable to the particular work performed during the overtime period rather than the weekly average rate.
- b. Overtime within the Service Station operation will be distributed as equitably as practicable on a calendar year basis among employees within a classification. For the purpose of equitable distribution of overtime, overtime assigned or offered, but declined for any reason, will be considered the same as if accepted and worked. For the purpose of overtime distribution, employees within the Mechanic Inspector, Tire Repairman, and Serviceman

classifications shall each be considered as a separate unit. Employees on loan or in upgrade to another job classification will be eligible for overtime in the classification in which they are loaned/ upgraded.

- c. New employees in any classification will be credited with the number of overtime hours equal to the maximum number of overtime hours accumulated by any employee in the respective classification.
  - d. Any employee changing classifications shall be credited with the number of overtime hours equal to the maximum number of overtime hours accumulated by any employee in that particular job classification.
  - e. No additional overtime will be offered to an employee who has already worked eight (8) hours overtime in a workweek except in unusual or critical circumstances.
  - f. Overtime work will not be offered to employees off duty due to authorized absences.
  - g. An employee who is absent from work continuously for any reason, except personal leave-vacation, for a period of thirty (30) calendar days or more, or who, by reason of a temporary physical restriction, cannot work more than a full shift will be credited with the average number of overtime hours accumulated by the employees in their specific classification in their area for the period of such absence or restriction.
2. **Shift Differential.** Scheduled shift workers will receive shift differential pay in addition to the base wage rate. All hours worked between 4:00 p.m. and 12:00 midnight shall receive seventy-five cents (\$0.75) per hour for the evening shift. All hours worked between 12:00 midnight and 8:00 a.m. shall receive one dollar (\$1.00) per hour for the night shift.
- a. Shift differential will apply only to actual hours worked.
  - b. Regular day shift workers will not receive shift differential pay for work performed on the evening or night shift. Employees assigned

to the evening shift schedule will be paid the evening shift differential at the applicable overtime rate when they are required to work overtime outside of their normal evening shift hours. Employees assigned to the night shift schedule will be paid the night shift differential at the applicable overtime rate when they are required to work overtime outside of their normal night shift hours.

- c. The Idaho Falls Serviceman will receive shift differential at the rate applicable to the major portion of the scheduled shift. In case of half shift split, the larger differential will be paid for the entire shift.
3. **Call-Out Pay.** Whenever an employee is called out to work outside the employee's regular schedule, the employee shall receive a minimum of four (4) hours work at the Site or two (2) hours work 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 or the employee is prematurely released from the overtime assignment at the employee's request. When transportation is not available and the employee is authorized by the Company to provide the employee's own transportation, the employee shall receive the mileage rate allowed employees of the Company, by DOE for the allowable miles of travel from home to work and back home.
  4. **Reporting Pay.** Whenever an employee reports for work at the employee's regular starting time, without at least six (6) hours notice not to report, the employee shall be guaranteed one-half (1/2) of the employee's regular shift at the employee's base wage rate. If the Company shall fail to provide the expected one-half (1/2) of the employee's scheduled shift, then the employee shall be paid for these hours at the employee's regular base wage rate. If an employee begins work on the employee's regular schedule and works one-half (1/2) of the employee's regularly scheduled workday, the employee shall be permitted to complete his scheduled workday.
  5. **Work in Higher and Lower Classifications.**
    - a. **Higher Classifications.** An employee performing the full scope of work in a higher paid classification other than the employee's

regular one will receive the higher rate of pay for actual hours worked in the higher classification, if the work was assigned by a recognized supervisor and designated as higher paid work. If an employee's work is continuously mixed between two classifications during the course of a shift, the employee will be paid the rate of the higher classification for the entire shift.

- b. It is understood that the duties assigned to the classification of Inspector Mechanic will include lubrication, inspection, and diagnosis to determine extent of repairs and serviceability of vehicles and equipment. Employees working in this classification will also be required to perform minor repairs and replace components that can logically be completed during the servicing process (approximately 30 minutes), and include all duties assigned to the Tire Repairman and Serviceman classifications except the actual repair, replacement, and balancing of tires, wheels, and tubes may be excluded at the manager's discretion. Upgrades and promotions to the Mechanic Inspector classification will go to the senior person having the minimum qualifications. The duties assigned to the classification of Tire Repairman have been expanded to include making minor repairs requiring minimum skill such as changing bulbs, lights, fuses, flashers; adjusting and replacing seat belts; tightening hoses; etc. Tire repair duties include the inspection, repair, replacement, and balancing of tires, wheels and tubes on all sizes of vehicles and equipment.
- c. It was also agreed that Servicemen assigned to work at the Idaho Falls bus lot would not be upgraded to Tire Repairman to perform minor repairs on vehicles and equipment that can normally be completed within 30 minutes. Employees working at the Site will continue to receive upgrade pay for performing duties in a higher classification.
- d. **Lower Classifications.** If an employee is assigned temporarily by the supervisor to perform work in a lower classification, no reduction in rate shall be made.
- e. **Lead Upgrade.** Employees may be temporarily assigned to act as Lead in the absence of a supervisor or to assist a supervisor in accomplishing certain tasks. An employee working as a Lead will

be paid one dollar and forty-five cents (\$1.45) per hour above either the employee's regular rate or the rate of the highest rated employee working under his direction, whichever is greater. An employee may still perform the employee's normal duties while acting as a Lead.

6. **Pyramiding of Overtime, Holiday or Premium Pay.** Where an overtime rate(s) applies, the employee's pay will be computed under the applicable provisions. Overtime, holiday or premium payment for any hour(s) worked by an employee shall eliminate that (those) hour(s) from consideration for payment on any other basis. Where the hour(s) worked fall under two or more overtime, holiday, and/or premium pay provisions, the employee will be paid at the highest pay provision.
7. **Work on Scheduled Days Off.** All hours worked by an employee on the employee's scheduled days off shall be paid by the Company at one and one-half (1 ½) times the employee's hourly rate of pay subject to the 40-hour requirement in Section B.1.
8. **Progressions.**
  - a. It shall be the normal practice of the Company that progression to a higher classification from lower job classifications in the line of progression in the Service Station will be on the basis of job seniority and qualifications.
  - b. The Company will determine qualifications by considering ability, performance, training, and experience. Oral, written, and/or performance tests may be used to assist in estimating all or any part of an employee's ability to handle the proposed job. The question of qualifications may be the subject of a grievance procedure.
  - c. Qualified and available employees may be temporarily upgraded for absentee relief, personal leave-vacation relief, or other temporary situations. Such temporary upgrades will not be regarded as permanent. Temporary upgraded employees will be considered as continuing to accumulate job seniority in their permanent classification.

9. **Regressions.** Employees may regress: (a) at their own request; or (b) because of documented failure to perform essential job functions;
  - a. An employee regressing at the employee's own request shall be regressed to the next lower job classification and may be required by the Company to remain in that job classification for a period of three (3) months before being eligible for a progression.
  - b. An employee regressing because of documented failure to perform essential job functions shall be regressed to the next lower job classification and may be required by the Company to remain in that job classification for a period of six (6) months before being eligible for progression.
10. **Coveralls.** One pair of clean coveralls per week will be issued to Service Station employees and additional pairs as required in the opinion of Management.
11. **Safety Shoe Allowance.** Service Station employees shall receive an annual voucher in accordance with company policy per contract year for purchase of safety shoes. This allowance voucher is provided with the understanding that Service Station employees will be required to wear safety shoes at all times while on the job.
12. **Bidding.**
  - a. All Service Station positions will be bid annually and vacancies occurring in any classification during the bid year will be open for bid and awarded to the senior qualified bidder.
  - b. Eligible bidders on approved leaves of absence for thirty (30) days or less, including personal leave-vacation, will have twenty-four (24) hours after returning to work to bid on any vacancies put up for bid during such absence.
  - c. An employee on an approved leave of absence of more than thirty (30) days, except personal leave-vacation, will have his job declared vacant and the position will be put up for bid. Upon returning to work, such employee will return to his former job or bump if the job is held by a senior employee.

- d. It is understood that nothing in this bidding procedure precludes the Company from temporarily working an employee in a position other than that bid. Employees may be periodically assigned to other positions for cross training purposes. Upgrades by seniority will stay intact for replacement of absent employees.
  - e. Temporary assignments of employee(s) for approved absence relief will be made on the basis of job seniority.
13. **Training.** Tire Repairmen and Mechanic Inspectors shall receive seventy-five cents (\$0.75) for each hour they spend in the training of employees in their respective classifications.
14. It is understood that the Company will pay for the cost of commercial driver licenses.

# ARTICLE IX

## BUS DRIVERS

### A. MISCELLANEOUS – ALL DRIVERS

#### 1. Hours of Work and Work Schedules

- a. The workday for pay is a twenty-four (24) hour period beginning at 12:01 a.m.
- b. Each driver's workweek for pay is a seven (7) day period beginning at 12:01 a.m., Monday.
- c. Normal working hours for Regular Run Drivers will be their scheduled bid run hours per week.
- d. Current run schedules, work schedules and operating rules for all drivers shall be posted by the Company.
- e. It is recognized that seven (7) day operations at the Site require certain drivers to work on schedules other than Monday through Friday. It is agreed that employees required to work on Saturday and Sunday will be held to a minimum consistent with work requirements.
- f. Employees may be scheduled as manpower and operations may require. It is understood that nonbargaining unit personnel will perform bargaining unit work only in cases of emergency.
- g. The days of work will normally be consecutive, and the regular schedule of workdays shall be so arranged that drivers normally shall receive no less than two (2) consecutive days off, except if necessitated otherwise by change of schedule.
- h. **Lunch Periods.** As of August 8, 2000 the Company will make every effort to develop future runs (includes existing runs that may be changed) with lunch periods of not less than one-half (1/2) hour with increases of ¼ hour (15 minutes) to a maximum of two (2) hours off built into runs, details or detail type work that

start and end at the site and a maximum of three and one-half (3-1/2) hours off built into runs, details or detail type work that start and end at an off-site terminal. If schedules make this impractical management will meet with the Union to discuss the issues. In addition, the Company commits that there will be no double split shifts incorporated into any run.

- i. **Split Run Definition.** All runs that have over a three and one-half (3-1/2) hour off time are split runs, the company commits there will be no double split shifts incorporated into any runs. Split shift drivers may be required to remain on duty during their off hours between runs to attend company required meeting/training, and/or to cover work detail(s). A split shift differential will be paid to the split shift drivers who work minimum eight (8) hour scheduled split shift runs with a break at an off-site terminal between the first and last portions of the runs. The split shift differential will be fifty cents (\$0.50) per hour.
  
- j. **Split Shifts.**
  - j1. The maximum spread of a 5X8 split shift will be thirteen and one half (13-1/2) hours and eight (8) hours minimum in the spread.
  
  - j2. The maximum spread of a 4X10 split shift will be fifteen and one half (15-1/2) hours and ten (10) hours minimum in the spread.
  
  - j3. The maximum spread of a 9X80 split shift with five day 5X8 coverage, will be fourteen and one half (14-1/2) hours and eight (8) hours minimum in the spread.
  
  - j4. In the event that a contractor elects to change to a 4X10 shift, with five day coverage, the 5X8 schedule will be observed by the bus driver, with fifteen and one half (15-1/2) hours spread and eight (8) hours minimum in the spread.
  
  - j5. In the event that any site contractor, or customer, establishes a schedule different than above, the company and union will meet to come to a mutually agreeable solution.

- k. It is agreed that drivers will begin and end their shifts at the same terminal.
- l. Current types of detail work will remain within the jurisdiction of this local Union. Rack washing, greasing, washing bus interiors, changing seat covers, and window washing will not be considered detail work. Drivers performing service work will be furnished with coveralls.

2. **Compensation.**

- a. Hourly rates of pay for time worked shall be those hourly rates shown on Exhibit "A" attached hereto and made a part hereof. Overtime rates, computed at one and one-half (1 ½) times the sum of the regular base rate and any applicable shift differential, shall be paid in lieu of regular wages for work performed by any employee in excess of forty (40) hours in any workweek. Unpaid leave shall not be counted as hours worked for the purpose of computing overtime. All leave hours paid by the Company during an employee's normally scheduled work week will count toward the forty (40) hours required for payment of overtime. Only hours actually worked will be paid at the overtime rate.

- b. In traveling between terminals to take a run, the driver will be paid for this travel time at the working rate.

- c. **Uniforms.**

- c1. Effective September 2, 1996, and beginning with the first day of the month following expiration of the probationary period of employment as a Bus Driver, each such driver shall receive a monthly uniform allowance of forty-five dollars (\$45.00). Beginning August 2001 the monthly uniform allowance will increase to fifty dollars (\$50.00). Each Bus Driver shall wear at all times while on duty as a driver the Company prescribed uniform which shall be standard in color, style, and quality as mutually agreed upon by management and the union. Drivers shall maintain a clean and neat appearance, including their uniform, at all times.

- c2. Effective September 2, 1996, and beginning with the first day of the month following expiration of the probationary period of employment as a Relief Board Bus Driver, the Relief Board Bus Driver shall receive a monthly allowance of twenty-two dollars and fifty cents (\$22.50).
- c3. The Company will furnish each Bus Driver with one set (a set consisting of one pair of pants and one shirt) of uniform during the term of this Agreement.
- d. Delay pay for justifiable delays on all scheduled runs will be paid (at the applicable hourly working rate) for delays in excess of the scheduled run pay hours as follows: delays of 0-7 minutes pays no delay pay; delays of 8-22 minutes pays 15 minutes; delays of 23-37 minutes pays 30 minutes; delays of 38-52 minutes pays 45 minutes; delays of 53-67 minutes pays one (1) hour; etc.
- e. Whenever a driver is required to drive from other than the driver's own terminal and transportation is not furnished by the Company to and from said terminal, the driver shall be authorized to provide the driver's own transportation, and shall receive the DOE allowable mileage rate for the allowable miles of travel.
- f. **Shift Differential.** Effective September 2, 1996, Bus Drivers will be paid, in addition to the regular base rate, one dollar (\$1.00) per hour differential for all hours worked on night runs. Night runs are runs in which the major scheduled portion falls between 4:00 p.m. and 8:00 a.m. Drivers not on regularly scheduled runs will receive the differential for the hours worked between 4:00 p.m. and 8:00 a.m. Shift differential will apply only to actual hours worked.
- g. **Work on Scheduled Days Off.** All hours worked by an employee on the employee's 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 2a. above. Any applicable shift differential will apply to hours worked on scheduled days off.
- h. Company meetings requiring the attendance of any drivers will be paid at the employees applicable hourly rate at the time the meeting is held.

- i. It is understood that the Company will pay for the cost of commercial driver licenses.

**3. Meals and Subsistence.**

- a. A driver temporarily assigned to a run originating in Pocatello, Blackfoot, Rexburg, or Mackay who elects overnight lodging shall be reimbursed for reasonable and actual lodging expenses, upon submission of a lodging receipt. Effective September 2, 1996, daily allowance for the day(s) identified on Fleet Management Form No. 3, dated 9/2/96. There will be no mileage paid when an Extra Board Driver is assigned to a run that originates in the area where the Extra Board Driver lives.
  - b. Drivers assigned to nonscheduled overnight trips outside the general operating area will be reimbursed for meals and lodging in accordance with the Company's Travel Policy.
4. When it becomes necessary for a driver to change a tire or make minor motor adjustments on his run, causing his uniform to become soiled or damaged, upon receipt of his cleaning bill or repair bill and duplicate of road failure report, the Company agrees to reimburse driver for same.
5. No additional types of detail work will be added to the present schedule unless the matter is negotiated with the Union; however, this does not in any way limit the Company's right to increase the number of drivers or units assigned to the existing detail schedule. Management may require certain runs to have "bid" details to increase cost effectiveness. These runs will be kept to a minimum. Drivers bidding these runs will be able to exercise their seniority regarding compatible details. All four day runs will have four day details to the extent that there is sufficient number of four day details. All five day runs will have 5 day details to the extent that there is sufficient numbers of five day details. If there are insufficient four day or five day details, the Company and Union will meet to come to a mutually agreeable solution. Details will be bid on basis of seniority.
6. **Pyramiding of Overtime, Holiday or Premium Pay.** Where overtime rate(s) applies, the employee's pay will be computed under the applicable overtime provision. Overtime, holiday, or premium payment for any hour(s) worked by an employee shall eliminate that (those) hour(s)

from consideration for payment on any other basis. Where the hour(s) worked fall under two or more overtime, holiday or premium pay provisions the employee will be paid at the highest pay provision.

7. Any driver shall receive seventy five cents (\$0.75) per hour for each hour of approved time spent with a trainee, upon submission of an observation report.
8. If an employee fails to cancel a scheduled day or half (1/2) day of personal leave-vacation by 2:00 p.m. of the previous day, that employee will be required to utilize that day of personal leave-vacation provided there is sufficient manpower to cover his assigned work.

## **B. REGULAR DRIVERS**

### **1. Compensation.**

- a. Whenever a regular run driver reports for work pursuant to his assigned run and the run is not available, then the driver's compensation for that day shall not be less than the compensation for said run.
  - b. When required to report for duty, a regular full-time or temporary driver shall be provided a minimum of four (4) hours work. If the Company fails to provide four (4) hours work, the driver shall receive a minimum of four (4) hours pay at the working wage rate provided the driver is not prematurely released from the assignment at the driver's own request. If worked in excess of four (4) hours, the driver shall receive pay for the actual hours worked.
2. **Bidding of Buses.** Bidding of buses will be in accordance with the following procedure, entitled "Assignment and Bidding of Buses", dated August 8, 2000. Changes to this procedure shall only take place upon written mutual agreement of the parties.

## **ASSIGNMENT AND BIDDING OF BUSES**

### **2.1.0 Operations of an established program for utilization of buses through the assignment and bidding process.**

- 2.1.1 Bus operations will assign new or used buses to runs as necessary to obtain maximum utilization of equipment.
- 2.1.2 Bus Operations will operate a bidding process for a bus by seniority.
- 2.1.3 New buses that are not assigned to a run will be offered to the most senior driver that has not had a new bus since August 8, 2000.
- 2.1.3a A driver who is offered a new bus and declines will maintain position until a new bus is accepted.
- 2.1.3b Rebuilt buses purchased and new to the fleet will be treated as new buses in accordance with 2.1.3 and 2.1.3a.

### **2.2.0 Bidding of Buses:**

- 2.2.1 Unassigned buses will be placed up for bid within one week and will be used as spares during the bidding process.
- 2.2.2 Buses that have been through the bid process and have no eligible bid are to be placed on the spare line. These buses can be bid at any time by contacting bus operations and the bus dispatcher and filling out a bid form.
- 2.2.3 Drivers can submit bid forms while on vacation or sick leave, etc.
- 2.2.4 Drivers returning from leave will not have bump rights for buses that were up for bid during their absence.

### **2.3.0 Buses of Drivers Vacating Runs:**

- 2.3.1 When a driver retires, the bus will be put up for bid in accordance with 2.2.0.

2.3.2 When a driver goes on extended leave due to illness, that lasts or is anticipated to last thirty (30) days or more, the bus will go up for bid within one week. A driver returning from extended illness within 126 calendar days will retain the assigned bus.

#### **2.4.0 Buses with Special Equipment:**

2.4.1 Bidding:

2.4.1a Buses limited to a category of drivers will be put up for bid with the limitations noted on the posting.

2.4.1b A bus not bid by any driver within the category may be forced to the junior driver in the category. If two or more buses, seniority will be exercised within this group of drivers.

2.4.2 Offering of New Buses:

2.4.2a Buses limited to a category of drivers will be offered with the limitations made known at the time of offering.

2.4.2b A bus not accepted by any driver within the category may be forced to the junior driver in the category. If two or more buses, seniority will be exercised within this group of drivers.

2.4.3 Test Buses:

2.4.3a If a bus is assigned to a driver for an anticipated period of thirty (30) or more calendar days for test purposes, the driver's bus will be placed up for bid within one week; however, the driver will retain his rights to his bid bus. At 126 calendar days the driver assigned the test bus will be given the option of continuing the test (if needed) and giving up his assigned bus or reclaiming his assigned bus.

#### **2.5.0 Runs with Special Requirements:**

2.5.1 Runs that have requirements for a certain type of bus will be kept to a minimum, and will be placed up for bid each time the requirement changes.

- 2.5.2 Drivers will be allowed to take their bid bus onto these runs if it is compatible.
- 2.5.3 When a driver leaves a run with special requirements, that driver will be allowed to take the bus to the new run, if there is another compatible bus available to the new driver.
- 2.5.4 If there is not a compatible bus available on the spare line or up for bid, the bus previously used on the run will remain until the new driver can obtain a compatible bus.
- 2.5.5 Drivers will be required to try to obtain a compatible bus, this includes bidding on buses up for bid, buses on the spare line, and buses offered as new buses.
- 2.5.6 The driver holding the run with special requirements will have one complete bid cycle after the driver has started the run to obtain a compatible bus. If no compatible bus is available, the driver will be awarded the bus being used on the run.

### **2.6.0 Special Requirements for Medical Reasons:**

- 2.6.1 This need will be filled from the spare line if possible.
- 2.6.2 If a compatible spare is not available, a bus will be pulled from the junior driver holding a compatible bus until the requirement is eliminated or the restricted driver acquires a compatible bus in accordance with 2.5.5 above.

3. **Bidding of Runs, Details and Extra Board Positions.** Bidding will be in accordance with the following: “Regular Run, Detail and Extra Board Drivers’ Bidding Procedure”, dated August 8, 2000. Changes to this procedure shall only take place upon written mutual agreement of the parties. The successful bidding of runs, details and the Extra Board is subject to employees being able to obtain the required security clearance for the work area.

## **REGULAR RUN, DETAIL AND EXTRA BOARD DRIVERS' BIDDING PROCEDURE**

**3.1.0 To establish the bidding process and time frames for bidding of runs, details and Extra Board positions in accordance with Company requirements to perform contracted work at the INEEL facilities.**

3.1.1 Bidding of runs, details and Extra Board positions.

3.1.2 General sign-up for runs, details, and the Extra Board positions will be conducted by seniority annually and will begin the first Monday of November and be effective the first Monday in January. Any driver on extended, indefinite leave, that is not expected to return prior to the implementation of general sign-up, will be bypassed on general sign-up.

### **TEMPORARY VACANCIES:**

3.2.1 Any approved vacancies (time off) either with or without pay, other than bid PL/Vacation, either known or anticipated to last *less* than thirty (30) calendar days shall be assigned as a hold-down to the Extra Board.

Any approved vacancies (time off) either with or without pay, other than bid PL/Vacation, either known or anticipated to last *more* than thirty (30) consecutive calendar days shall be put up for bid within one week.

3.2.2 Upon a driver's return to work from extended leave, the driver will bid or bump in accordance with seniority.

### **3.3.0 PLACING RUNS UP FOR BID:**

3.3.1 When any change in an existing run or detail affects the pay or the run is changed to or from another INEEL plant (CFA, TRA, and INTEC are considered the same plant) the run will be placed up for bid within one week.

- 3.3.2 Contractual pay increases and changes due to frost law or construction delays will not cause a run to be placed up for bid.
- 3.3.3 Runs and details that are vacated as a result of bidding or bumping will be placed up for bid within one week.
- 3.3.4 When runs and details are impacted as a result of a run driver retiring, that run and detail will be put up for bid within one (1) week of their last day worked.
- 3.3.5 Runs, details and Extra Board positions being placed up for bid will be posted for five (5) days excluding Fridays, Saturdays, Sundays, and Holidays.
- 3.3.6 Runs, details, and Extra Board positions coming down from bid will be awarded and made effective to the successful bidder within five (5) days, excluding Fridays, Saturdays, Sundays and Holidays.
- 3.3.7 Bid postings will be closed at 8:30 a.m. of the identified closure date.

## **C. EXTRA BOARD DRIVERS**

- 1. **Definition.** An Extra Board Driver is any driver not regularly assigned to a run on a permanent basis. Extra Board Drivers will be initially selected via bid in November, on the basis of seniority. The number of Extra Board Drivers required to have security clearances at any particular time will be determined by the Company.
- 2. **Hours of Work and Work Schedules.**
  - a. An Extra Board Driver will be scheduled two (2) days off each week and will normally take such days off; however, if the Extra Board Driver is required to work on a scheduled day(s) off, the driver will be paid in accordance with Article IX, Section A.2.g.
- 3. **Compensation.**
  - a. Extra Board Drivers who are temporarily assigned to a regular run will receive pay based upon the run he pulls.

- b. Any regular driver who may be assigned to the Extra Board for the one-week payroll period shall be paid wage rates for the hours actually worked, or the applicable Extra Board guarantee shown on the attached Exhibit "A", whichever is greater. All compensation, including pay for assignments necessary to complete his availability requirements received by an Extra Board Driver, shall be credited toward this minimum except in the following: shift differential, holiday premium, subsistence provided for in Article IX, Section A.3., Meals and Subsistence, and mileage allowance, premium pay for work performed on the drivers first and/or second day of rest, and compensation for work performed during the workweek that is in addition to five (5) scheduled days in the workweek that fulfills his availability requirements of d. below.
- c. To be eligible for receiving a minimum of the applicable Extra Board guarantee shown on the attached Exhibit "A" for the one-week period, regular full-time and temporary Extra Board Drivers who are not assigned a regular run must be available for work assignments at least five (5) days a week. Time spent on a regular run will be credited toward this five (5) days a week availability requirement.
- d. Any regular driver who may be assigned to the Extra Board at some time during the one week guarantee period shall be paid wage rates for the run pulled other than Extra Board assignments. In addition, the driver shall receive on a pro-rata basis of the above minimum pay for the driver scheduled workdays for the time spent under the five (5) days a week availability requirement, or at wage rates for hours worked while on Extra Board, whichever is greater.
- e. When required to report for duty, the regular full-time or temporary Extra Board Driver shall be provided a minimum of four (4) hours of work. If the Company fails to provide four (4) hours of work, the driver shall receive a minimum of four (4) hours pay at the driver's applicable working rate, provided the driver is not prematurely released from the assignment at the driver's own request. If worked in excess of four (4) hours, the driver shall receive pay for the actual hours worked.

#### 4. **Personal Leave-Vacation Board.**

- a. Personal leave-vacation runs shall be pulled on a rotating basis. The driver on the top of the board shall have the right to refuse a personal leave-vacation run assignment without being forced to the bottom of the personal leave-vacation board. If a driver does not respond within one hour of a personal leave-vacation run offer, the driver will be bypassed and the run will be offered to the next driver on the board. When a personal leave-vacation run becomes known after the asking process has started, the top driver that has not accepted a personal leave-vacation run will have the first opportunity to accept the personal leave-vacation run.
  - b. However, if no driver on the personal leave-vacation board accepts the assignment, then the driver on the top of the board must take the assignment. When a driver completes a personal leave-vacation run, the driver shall be placed on the bottom of the personal leave-vacation board.
  - c. The rotating basis of the Extra Board shall have no bearing on a driver's personal leave-vacation turn and when the driver's turn arises for the driver's personal leave-vacation run, the driver will be relieved from whatever assignment the driver may be working and placed on the personal leave-vacation run and the driver's assignment will be completed by the Extra Board.
  - d. The personal leave-vacation board will be continuous from one year to the next.
  - e. A weekly list showing each Extra Board Driver's position on the personal leave-vacation roster, along with a current list of driver's personal leave-vacations which are to be filled will be made and posted in all work areas.
5. **Assignment of Work.** Assignment of work to the Extra Board will be in accordance with the following procedure entitled, "Extra Board Posting, Assignment and Rotations", dated August 8, 2000. Any driver going on to or off from the Extra Board will be in accordance with this procedure. Changes to this procedure will require written mutual agreement of the parties.

## **EXTRA BOARD POSTING, ASSIGNMENT AND ROTATIONS**

Established procedures that identify posting periods, method of assigning work and the rotation of extra board drivers upon the use of Unavoidable Absence Benefit (UAB) and completion of their work period.

RD – Identifies Bid Run Drivers

EB – Identifies Extra Board Drivers

**All work must be confined within a fifteen (15) hour pay time frame (excluding lunch period). The driver must have a minimum of eight (8) hours off before reporting on their previously scheduled run and be in compliance with the sixty (60) hour rule.**

### **5.1.0 Extra Board Posting Period:**

5.1.1 One extra board posting will be at 8:00 p.m. covering all known work between 12:00 midnight and 8:30 a.m., unless the extra board on a regular working day is depleted, the work will be held, if compatible, and work history indicates that a morning protect will be able to assume the schedule.

5.1.2 One extra board posting will be at 8:30 a.m. covering all known work between 8:30 a.m. and 12:00 midnight.

5.1.3 Work that becomes known after the posting time will be assigned as received, not by report time.

### **5.2.0 Order of Daily EB Rotation Posting:**

5.2.1 EB drivers returning from days off

5.2.2 Unassigned EB drivers

5.2.3 EB drivers rotated by last assignments off time

### **5.3.0 EB Assignment 8:30 p.m. Posting:**

5.3.1 EB drivers must call the on-duty dispatcher for their next day assignment between 8:30 p.m. and 12:00 midnight

- 5.3.2 EB drivers working piecemeal assignment must check with the on duty dispatcher before going off duty.
- 5.3.3 Extra board will receive assignments on the basis of first in and first out.
- 5.3.4 The assignment with the earliest report time will be logged first and the next earliest report time will be logged second and so on.
- 5.3.5 When there are two or more assignments with the same report time, the longest assignment will be given out first. (Runs are assigned before protects.)
- 5.3.6 An EB driver will have a minimum of forty-eight (48) consecutive hours off each week. If the forty-eight (48) hours conflict with an EB driver who has previously accepted a vacation run, that driver will be called in early and paid overtime for the hours up to the forty-eight (48) hour spread.
- 5.3.7 EB assignment will be made on the basis that the first EB driver on the rotating board with available hours will receive the first assignment.
- 5.3.8 The next EB driver in succession will receive the next assignment and so on.
- 5.3.9 All assignments will be contained within a fifteen (15) hour time span (excluding lunch period) which begins when the EB driver receives the first assignment.
- 5.3.10 An EB driver with a higher position on the rotating board, who becomes available later, will be given the first assignment according to their time eligibility. Once in and working, the correct rotation will resume in respective order.
- 5.3.11 When the regular run driver's a.m. run and detail are to be filled they will be given out as one assignment.
- 5.3.12 Detail only assignments will be given out tentatively (excludes all day protects) but may be changed as needed. (Report time: BBWI 5:15 a.m.; TAN 5:30 a.m.; NRF 6:00 a.m.; ANL 6:30 a.m.)

- 5.3.13 An EB driver, who has been given a piecemeal assignment and has reported to work, will remain on piecemeal status.
- 5.3.14 EB drivers who have been given a piecemeal assignment (i.e. protects) may be changed when the extra board and day off drivers are depleted and will be given an assignment to the first break in the assignment.
- 5.3.15 When the extra board on a regular working day is depleted, the work will be offered to day off drivers by following the day off procedures to the first break in the assignment.

**5.4.0 EB Assignment 8:30 a.m. posting:**

- 5.4.1 The assignment with the earliest report time will be logged first and the next earliest report time will be logged second and so on.
- 5.4.2 When there are two or more assignments with the same report time, the longest assignment will be given out first. (Runs are assigned before protects.)
- 5.4.3 Piecemeal drivers will be assigned next occurring and all known assignments that the driver can perform within the fifteen (15) hour time span (excluding lunch period).
- 5.4.4 The next EB driver in succession will receive the next assignment, and all next occurring assignments that he can perform within a fifteen (15) hour time span.
- 5.4.5 Unassigned EB drivers will be assigned a full run before a driver who has already worked a portion of the day and does not have enough hours for the full run.
- 5.4.6 Assignments will not be split to make fifteen (15) hours worth of work unless the rotating EB has been depleted on their regular working day. Then work may be split at a break in the assignment before using day off drivers.
- 5.4.7 Two or more assignments will be contained within the fifteen (15) hour time span and must be less than eight (8) hours between assignments.

- 5.4.8 EB drivers on 5x8 detail assignments may be given 5x8 or 4x10 additional assignments.
- 5.4.9 EB drivers on 4x10 detail assignments may be given 4x10 additional assignments and may be given additional 5x8 assignments when the extra board is depleted or in an emergency.
- 5.4.10 An EB driver with a higher position on the rotating board who has become available and has not been assigned from the 8:30 p.m. posting will not receive an assignment until all EB drivers, in and working piecemeal assignments, have been assigned. Once in and working, the correct rotation will resume in their respective order.
- 5.4.11 If the extra board is depleted and the next known assignment is eight (8) hours or more from their last off time, the EB driver will be given the assignment before being released and will report as a fresh EB driver.
- 5.4.12 If the extra board is not depleted, and the next assignment is eight (8) hours or more or cannot be contained within the fifteen (15) hour time span, the EB driver will be dropped to the bottom of the board. Such EB driver, after having eight consecutive hours off, must be available for work when the rotating board has been depleted. The EB driver will report as a fresh driver.
- 5.4.13 When an EB driver comes in fresh for an assignment and there is no additional known work, that driver will be off and dropped to the bottom of the rotating board and will be available for work after eight consecutive hours off.
- 5.4.14 When an EB driver comes in fresh for a 6:00 p.m. assignment and there is no known work through midnight, that driver will be off and rotated at the end of that assignment.
- 5.4.15 An EB driver, coming in fresh at 6:00 p.m. or 10:00 p.m. and working through midnight, will be off and rotated, unless he is the only EB driver on regular working day that is available for morning work. When this happens, he will be given the next assignment for the drivers on regular working day, ahead of the day-off driver, whether it be a protect or a first or last part of a run. They will be off and rotated at the end of that assignment, unless there is no

one available for work beyond that point, including all day-off people.

- 5.4.16 EB drivers working a call-out will rotate on the completion of the pay hours but may be released ahead of that time with the release hours noted for availability of future work.
- 5.4.17 All EB drivers exceeding the four (4) hour assignment period will be rotated at their actual off-duty time.
- 5.4.18 EB drivers held over due to delay time will be rotated at the scheduled time off.
- 5.4.19 When an EB driver's assignment ends at the Site due to the return of the RD and no additional assignment is known, that EB driver may be shuttled to Idaho Falls by existing schedules, and will be given an off time (12:00 noon off time for 10:30 a.m.; 2:00 p.m. off time for the 12:30 p.m.; 4:00 p.m. off time for the 2:30 p.m.). After the 2:30 p.m. shuttle has left, the EB driver will remain at the Site and will have a rotation time of 6:00 p.m. for 5X8s, 6:50 p.m. for TAN and 7:00 p.m. for CFA 4X10s.

#### **5.5.0 EB Rotation When Using P/L Sick Leave:**

- 5.5.1 EB drivers calling in for sick leave prior to 8:00 p.m. posting will be dropped to the bottom of the board at 12:00 midnight prior to their next scheduled workday.
- 5.5.2 EB drivers calling in sick after receiving an assignment to report between 6:00 p.m. and 12:00 midnight will be rotated to the bottom of the board at 10:00 a.m. of the next scheduled workday.
- 5.5.3 EB drivers working who take off sick for the middle of their day then return to work will be rotated at their last assignments off time.
- 5.5.4 EB drivers calling in for sick leave for the last part of their assignment will be placed on the bottom of the board and available eight (8) hours after the end of their last assignment.

5.5.5 EB drivers who have worked eight (8) hours or more before going off duty for a doctor's appointment will be off and rotated at the completion of their work time, unless they are able to return to work for an additional assignment.

#### **5.6.0 EB Rotation When Using P/L Vacation:**

5.6.1 EB drivers requesting the first portion of their workday as P/L while working may do so by requesting the specific hours needed. This will make the EB driver available for the next assignment after completing the EB driver's time off.

5.6.2 EB drivers who are unassigned and use P/L for one (1) day or more will maintain their respective position of the rotation board (by the number). (Including disciplinary)

5.6.3 EB driver who uses P/L for the beginning of their assignment will be charged P/L until they arrive at their work assignment.

5.6.4 EB drivers, in and working, who use P/L will be charged P/L when the driver leaves their work assignment and will end when they return to their work assignment.

5.6.5 EB drivers, who are working and take P/L for the last part of their assignment, will be rotated at the same off time had they worked.

5.6.6 EB drivers on one day or longer assignments using P/L will be rotated at the run's off time including scheduled travel time and will be available eight (8) hours later.

5.6.7 P/L must be charged in minimum increments of one-half (½) hour.

#### **5.7.0 EB Working Holidays:**

5.7.1 EB drivers on their regular day off will not receive an assignment unless rotated from the extra work list.

5.7.2 EB drivers, who are covering a vacation or a hold down run, will work if the run they are assigned is scheduled to work on the holiday, unless granted leave by the dispatcher.

- 5.7.3 All holiday work not performed by the RD on their respective runs or EB drivers on a vacation/PL or hold down run is considered extra work and will be offered to the EB driver according to their position on the extra work list.
- 5.7.4 Once the EB has been depleted, run drivers will be called, according to their order on the extra work list, then Relief Board drivers will be called.
- 5.7.5 Drivers working a holiday shall be offered all known work from the 8:00 p.m. posting and again from the 8:30 a.m. posting in accordance with the 15 hour work restriction.
- 5.7.6 NRF or ANL drivers, with runs that have no required work for the day and want P/L, must be on the day off list three (3) calendar days before the scheduled holiday. These runs will not be filled if P/L has been granted. NRF or ANL drivers electing not to use P/L for the day will be given assignments for the day after the Extra Board is depleted and will be used in their respective home terminal, if possible.
- 5.7.7 Extra Board drivers will only be permitted to bid a vacation run that is scheduled to work during curtailment.

**5.8.0 On Call Extra Board Drivers:**

- 5.8.1 EB drivers who are unassigned and cannot be reached for an assignment will be removed from the board until the EB driver calls in; at which time that driver will be placed at the bottom of the board.
- 5.8.2 Such EB driver may be called again for an assignment after the remaining extra board has been depleted.
- 5.8.3 If the EB driver does not call in for an assignment before midnight prior to that driver's next scheduled work day, the driver will remain off the board until approval is received from management for permission to return to work.

## **5.9.0 Special Consideration:**

5.9.1 EB drivers, pulling a vacation run that changes status from vacation to a sick leave status will remain on the run for the duration of the original vacation. If the RD is still off on sick leave status, the run will be put out as a new hold-down run from the rotating board.

## **5.10.0 Hold Down Runs:**

5.10.1 A hold down is any known run that exists for two or more consecutive working days.

5.10.2 Hold down runs will be assigned to the EB driver on regular working days with available hours to complete the run including travel time from the 8:30 p.m. or 8:30 a.m. posting times.

5.10.3 An EB driver assigned to a hold down run will remain on that run until it ceases to be a hold down or the driver accepts a run driver's PL/Vacation run.

5.10.4 In the event a hold-down is continued beyond the regularly scheduled day(s) off of the regular run and such day(s) off is a different day(s) in the workweek than that regularly scheduled for the EB Driver, the EB Driver shall then revert back to the EB for the first, second or third day off, as the case may be, of the hold-down run if necessary in order to complete his EB availability requirements provided for in Section C.3.c. of this Article.

5.10.5 Subject to Section C.2.a. and Section A.1.g. of this Article, Extra Board Drivers will be scheduled two (2) days off per week. Extra Board Drivers off on Unavoidable Absence Benefits will return to duty on the hold-down position they would have held had they not been on Unavoidable Absence Benefits, providing such position is still being worked as a hold-down.

5.10.6 Special tours will be assigned as a hold down if they consist of the same group for at least two days with a minimum of eight (8) hours per day estimated time at the beginning of the tour.

### **5.11.0 All Day Protects - Detail Coverage:**

- 5.11.1 All day protect work details at the Site will be used to fill details, shuttle vehicles, protect shuttles, cover short on site tours, etc., prior to holding an EB driver at the site or shuttling an EB driver to the site.
- 5.11.2 These all day protect work details will not be shuttled from area to area to cover a detail except in cases of emergency.
- 5.11.3 Regular split shift drivers who voluntarily elect to remain at the site will not be utilized to fill assignments regardless of length of time except in an emergency.
- 5.11.4 When all day work details are utilized and additional work coverage is necessary, EB drivers will be utilized with the following restrictions.
- 5.11.5 EB drivers will be shuttled by existing schedules or provided transportation when available to get the proper rotation driver to the required area.
- 5.11.6 EB drivers on details with protect time and less critical details will be utilized to cover a more critical detail until such time as an EB driver arrives at the work area.
- 5.11.7 Coverage of partial day work assignments will only be for actual hours requested off by the run driver.

### **5.12.0 Detail Coverage:**

- 5.12.1 Areas that have All Day Protect details:
  - a. All Day Protect in the detail area.
  - b. EB drivers piecemeal, if compatible
  - c. Unassigned EB drivers
  - d. EB drivers on one day assignment
  - e. EB drivers hold down run assignment
  - f. EB drivers vacation split run (Offered)
  - g. Split run drivers (RD) (Offered)
  - h. Day Off drivers in and working (Offered)

- 5.12.2 Areas that have no All Day protect details:
- a. EB drivers piecemeal, if compatible
  - b. Unassigned EB drivers
  - c. EB drivers on one day assignment
  - d. EB drivers hold down run assignment
  - e. EB drivers on vacation split run (Offered)
  - f. Split run drivers (RD) (Offered)
  - g. Day Off drivers in and working (Offered)

**5.13.0 Additional Assignments:**

- a. EB drivers working piecemeal (If compatible)
- b. Unassigned EB drivers
- c. EB drivers on one day assignments or tours of eight (8) hours or more (If compatible)
- d. EB drivers on hold down runs (If compatible)
- e. EB drivers on vacation runs (Offered, if compatible) (Subject to be forced, starting with the top EB driver on the rotation board until all assignments are filled.)
- f. EB drivers on day off in and working (Offered)

5.13.1 If additional manpower is required the following sequence will be used:

- a. EB drivers day off (Offered)
- b. Run drivers with runs that would be compatible (Offered)
- c. Regular drivers on day off (Offered)

**5.14.0 Day Off Work:** An Extra Board Driver working on the driver's day off shall maintain the driver's position on the Extra Board. If any driver (Extra Board or Run Driver) refuses or cannot be contacted for extra work, the driver automatically loses the driver's turn for such extra work and drops to the bottom of the extra work list as an Extra Board or a Run Driver respectively.

## **Weekdays**

### **5.14.1 Idaho Falls**

- a. EB drivers with less than 48 hours off, because of a night assignment on his last workday. (Offered)
- b. EB drivers on day off. (Offered)
- c. EB drivers working runs that would be compatible without conflicting with previously assigned work. (Offered)
- d. Idaho Falls bid RD on day off. (Offered)
- e. Idaho Falls bid RD drivers with runs that would not conflict with previously assigned work. (Offered)
- f. Pocatello bid RD on day off. (Offered)
- g. Pocatello bid RD on runs that would be compatible without conflicting with previously assigned work. (Offered)

### **5.14.2 Pocatello**

- a. EB drivers with less than forty-eight (48) hours off because of a night assignment on his last work day. (Offered)
- b. EB drivers on day off. (Offered)
- c. EB drivers working runs that would be compatible without conflicting with previously assigned work. (Offered)
- d. Pocatello bid RD on day off on extra work list. (Offered)
- e. Pocatello bid RD that have runs that would be compatible without conflicting with previously assigned work. (Offered)
- f. Idaho Falls bid RD on day off on extra work list. (Offered)
- g. Idaho Falls bid RD with runs that would be compatible without conflicting with previously assigned work. (Offered)

## **Weekends**

### **5.14.3 Idaho Falls**

- a. EB drivers with less than forty-eight (48) hours off because of a night assignment on his last work day. (Offered)
- b. EB drivers on day off. (Offered)
- c. Idaho Falls RD on day off on extra work list. (Offered)
- d. Pocatello RD on day off on extra work list. (Offered)

### **5.14.4 Pocatello**

- a. EB drivers with less than forty-eight (48) hours off because of a night assignment on his last work day. (Offered)

- b. EB drivers on day off. (Offered)
- c. Pocatello RD on day off on extra work list. (Offered)
- d. Idaho Falls RD on day off on extra work list. (Offered)

#### **5.15.0 Drivers going on the Extra Board:**

- 5.15.1 General Sign-up: Drivers will be added to the bottom of the Extra Board, Extra Work list and Extra Board Vacation Roster by seniority.
  - 5.15.2 Drivers going on the Extra Board from a night run or a day turn-around with days off in the middle of the week will be added to the bottom of the Extra Board, Extra Work List and Vacation Roster, eight (8) hours after their runs established off-time.
  - 5.15.3 Drivers going on the Extra Board from a day run with Friday, Saturday and Sunday or Saturday and Sunday as their days off will be added to the bottom of the Extra Board, Extra Work List and Vacation roster at midnight on Sunday.
  - 5.15.4 If two or more Extra Board Drivers are going on the Extra Board at the same time, they will be placed on the bottom of the Extra Board, Extra Work List and Vacation roster in accordance with their seniority.
  - 5.15.5 Drivers going on the Extra Board from training will go on the bottom of the Extra Board, Extra Work List and Vacation Roster at midnight Sunday when effective on Monday. When effective date is Tuesday through Saturday, it will be at midnight prior to the effective day.
  - 5.15.6 Drivers coming off the Extra Board to a run will be removed from the Extra Board, Extra Work List and Vacation Roster at Sunday midnight when effective on Monday. When the effective date is Tuesday through Saturday, it will be at midnight prior to the effective day.
6. **Run Around.** If an Extra Board Driver is used out of turn and receives less than he would have received on the proper assignment, he will be paid the difference between what he received and what he would have made had he been given the proper assignment.

7. **Days Off.** A driver assigned temporarily, through no fault of the driver, to the Extra Board will be advised as soon as possible as to that driver's scheduled days off. If the driver is to be assigned permanently to the Extra Board, said Extra Board position will be posted for bid.
8. The home terminal for Extra Board Drivers will be Idaho Falls, Idaho.

# ARTICLE X

## DISPATCHERS

### A. HOURS OF WORK AND WORK SCHEDULES

#### 1. Hours of Work.

- a. The workday for pay is a period of twenty-four (24) consecutive hours beginning at 12:01 a.m.
- b. The workweek for pay is a period of seven (7) consecutive days beginning 12:01 a.m., Monday. For workers on the 4 X 12 rotating shift (7 - 7) the workweek for pay is a period of seven (7) consecutive days beginning at 7:01 p.m., Sunday.
- c. Normal working hours for Dispatchers will be forty (40) hours per week. The rotating 4 X 12 work weeks will normally contain consecutive work days and be based on either forty-eight (48) hours, or thirty-six (36) hours Sunday - Sunday. Days off will be scheduled on consecutive days whenever possible.
- d. In the event the Company changes the Company's workday or workweek to accommodate the Company's operations, the Union will be notified prior to such change.

#### 2. Work Schedules.

- a. Current schedules of work for all Dispatchers shall be posted by the Company.
- b. Dispatchers will follow one of the Company's prescribed work schedules. Changes to the established schedules will be discussed with affected employees and the Union will be given the opportunity to provide alternatives. However, any Dispatcher may be assigned to shift work or rescheduled as manpower and operations may require.

- c. **Bidding.** On or about January 1 of each year or whenever a vacancy occurs that the Company decides to fill, Dispatchers will be allowed to bid their choice of bargaining unit Dispatcher positions. It is understood that a rotating shift Dispatcher does not have the right to bid another rotating shift Dispatcher position during general sign-up. The assignment will be awarded on the basis of job seniority. The bidding of jobs does not preclude using a Dispatcher to fill a temporary vacancy other than that bid.
3. **Shifts.**
  - a. **Day Workers.** Dispatchers who are assigned to the day shift will follow the day shift schedule observed in the area to which assigned.
  - b. **Shift Workers.** Dispatchers who are normally assigned to a rotating shift schedule.
  - c. **Shift Relief Workers.** A Dispatcher who is not regularly assigned to a rotating shift except when required to replace a shift Dispatcher who is on personal leave or otherwise absent from the job. When not working as relief for an absent shift Dispatcher, the shift relief Dispatcher will follow the day worker schedule in whatever area the shift relief Dispatcher is assigned.
  - d. When a vacancy occurs that must be filled as an overtime assignment, it will be assigned to an off-duty Dispatcher. If an off-duty Dispatcher is not available, any on-duty Dispatcher may be reassigned to the open position.
4. **Schedule Change.** When a Dispatcher's schedule is changed and at least forty-eight (48) hours notice prior to the time the Dispatcher is to report for work on the new schedule is not given, the Dispatcher 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 the Dispatcher's regular base wage rate; this provision does not apply in cases of promotion (to the Dispatcher promoted), or when schedule changes to suit the personal convenience of one or more Dispatchers are permitted, or work assignment of shift relief Dispatcher. It is understood that premium pay under this clause shall not be paid for a rearranged schedule to the extent to which the change in schedule results in daily overtime as defined in this Article, nor shall it be paid for work

performed subject to the holiday premium. Provided that where forty-eight (48) hours notice is not given and premium pay is not paid because of resulting daily overtime, such daily overtime shall not be offset against nonscheduled weekly overtime. In no case will premium pay (as provided for in this Section) and overtime pay be pyramided for the same hours worked.

5. **Reporting.** Each Dispatcher will arrive at the Dispatcher's post of duty sufficiently in advance of shift change that the Dispatcher may prepare himself to assume the job responsibilities.
6. **Schedule Change at Request of Company.** No Dispatcher shall lose any scheduled time or pay (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. A Dispatcher's scheduled days off within the workweek shall not be changed after the Dispatcher has started work on the Dispatcher schedule for that workweek except in the case of the shift relief Dispatcher being returned to the shift relief Dispatcher's regular Monday through Friday day shift after having been assigned to a rotating shift schedule to cover for an absent Dispatcher.

## **B. COMPENSATION**

### **1. Overtime.**

- a. Overtime rates, computed at one and one-half (1-1/2) times the sum of the regular base rate and any applicable shift differential, shall be paid in lieu of regular wages for work performed by any Dispatcher in excess of forty (40) hours in any workweek (thirty-six (36) hours scheduled workweek for 12 hour rotating shifts). Unpaid leave shall not be counted as time worked for the purpose of computing overtime. All leave hours paid by the Company during an employee's normally scheduled work week will count toward the forty (40) hours required for payment of overtime. Only hours actually worked will be paid at the overtime rate. "Regular base rate" for overtime pay purposes shall be the rate applicable to the particular work performed during the overtime period rather than the weekly average rate. Fractional overtime hours will be computed to the nearest thirty (30) minutes.

- b. Overtime within the dispatcher operation will be distributed as equitably as practicable over a reasonable period of time among qualified Dispatchers. Overtime will first be offered in its entirety on a day to day basis to Dispatchers on their day off in accordance with the following order of preference:
  - b1. Monday through Friday day shift will be assigned to the relief Dispatcher unless the relief Dispatcher is being utilized to cover another shift. In this situation the overtime will be offered in accordance with Article X Section B.1.b
  - b2. Dispatchers on day off.
  - b3. Split between day off Dispatchers.
  - b4. Split between day off and working Dispatchers.
  - b5. Any split between working Dispatchers.

If more than one Dispatcher is eligible to be offered overtime work, in accordance with the above criteria, the Dispatcher with the least number of accumulated overtime hours will be asked first.

- c. New Dispatchers, upon becoming qualified to work overtime, will be credited with the number of overtime hours equal to the maximum number of overtime hours accumulated by any Dispatcher in the classification.
- d. **Work on Scheduled Days Off.** All hours worked by a Dispatcher 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 B.1 above.
- e. There will be maintained a record of overtime accumulated by each Dispatcher. For the purpose of such overtime accumulation records, overtime assigned or offered for any reason will be considered the same as if accepted and worked. Only hours worked or offered outside a Dispatcher's regular schedule will be credited on the Dispatcher overtime record but in no case will the Dispatchers be charged for more than the actual hours worked on the overtime assignment. Overtime work will not be offered to

Dispatchers off-duty because of personal leave or other absences, or to Dispatchers who do not provide the Company with any reasonable means of making contact with them during off-duty hours.

- f. A Dispatcher who is absent from work continuously for any reason, except personal leave-vacation, for a period of thirty (30) calendar days or more, or who, by reason of a temporary physical restriction, cannot work more than the assigned shift, will be credited with the average number of overtime hours accumulated by all Dispatchers for the period of such absence or restriction.
  - g. **Pyramiding of Overtime, Holiday or Premium Pay.** Where overtime rate(s) applies, the Dispatchers pay will be computed under the applicable overtime provision. Overtime, holiday, or premium payment for any hour(s) worked by a Dispatcher shall eliminate that (those) hour(s) from consideration for payment on any other basis. Where the hour(s) worked fall under two or more overtime, holiday, or premium pay provisions, the Dispatcher will be paid at the highest pay provision.
2. **Shift Differential.** Effective September 2, 1996, a seventy-five cents (\$0.75) per hour differential for the evening shift and a one dollar (\$1.00) per hour differential for the night shift will be added to the straight time base wage rate when applicable. The shift differential will be applied as follows:
- a. Shift differential will apply only to work actually performed. For example: Shift differential will not be paid during personal leave, holidays not worked, unavoidable absences, or for hours not actually worked.
  - b. Scheduled shift workers shall be permitted to eat their lunch on Company time during their respective shifts.
  - c. Employees assigned to the night shift schedule will be paid the night shift differential at the applicable overtime rate when they are required to work overtime outside of their normal night shift.
  - d. Employees assigned to the day shift shall not receive shift differential for work performed on the night shift.

3. **Call-Out Pay.** Whenever a Dispatcher is called out to work outside the Dispatcher's regular schedule, the Dispatcher shall receive a minimum of four (4) hours work at the site or two (2) hours for town at one and one half (1-1/2) times. It is understood that this provision does not apply in cases where the Dispatcher is held over beyond the Dispatcher's scheduled quitting time or where the Dispatcher is called in and works through to the Dispatcher's scheduled starting time, or the Dispatcher is prematurely released from the overtime assignment at the Dispatcher's own request. When transportation is not available and the Dispatcher is authorized by the Company to provide the Dispatcher's own transportation, the employee shall receive the mileage rate allowed employees of the Company, by DOE for the allowable miles of travel from home to work and back home.
4. **Reporting Pay.** Whenever a Dispatcher reports for work at his regular starting time, without at least six (6) hours notice not to report, the Dispatcher shall be guaranteed four (4) hours continuous work. If the Company shall fail to provide the expected four (4) hours continuous work, then the Dispatcher shall be paid for four (4) hours at the Dispatcher's regular base rate. If a Dispatcher begins work on the Dispatcher's regular schedule and works four (4) hours or more, the Dispatcher shall be permitted to complete the Dispatcher's scheduled workday.
5. **Dispatcher Pay When Temporarily Reassigned From Idaho Falls To CFA.** When a Dispatcher normally assigned to the Idaho Falls area is required to work at the Site, he will be paid a total of two and one-half (2-1/2) hours at the applicable rate, in addition to hours worked, for time required to travel to and from the Site. It is understood that if such Site assignment is worked contiguous with an Idaho Falls assignment, the time paid for travel will be limited to one and one-half (1-1/2) hours.
6. Any Dispatcher shall receive seventy-five cents (\$0.75) for each hour spent in the training of a new Dispatcher in the Dispatcher classification.

# ARTICLE XI

## HOLIDAYS

### 1. **Holiday Schedule.**

- a. Employees will be eligible for eighty (80) hours of holiday per year under the Company's annual holiday schedule.
  - b. 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 on a prorated basis for the number of holidays for which they were entitled. This 80-hour cap does not include holiday hours worked overtime.
2. Employees will receive straight time pay for all their scheduled holiday hours whether worked or not. Employees will also receive time and one-half (1 ½) for all hours worked on a holiday, including applicable shift differential.
  3. Pay under 2 above is not applicable to those employees on leaves of absence, inactive status and unapproved absence. An employee who is collecting Unavoidable Absence Benefits shall receive the employee's daily straight time base pay for the holiday in lieu of Unavoidable Absence Benefits.
  4. If an employee's personal leave-vacation covers the same day as a holiday, the employee may have the option of receiving double pay for such day or carry the personal leave-vacation day to be used on a one-day basis.
  5. Run Drivers scheduled to work and Extra Board Drivers on a PL/vacation or hold-down run scheduled to work a holiday, will work their respective run on that holiday unless time off has been granted.
  6. Holiday hours paid for a holiday not falling on a regularly scheduled work day will not count toward the forty (40) hours required for purpose of overtime.

7. In the event that an additional holiday is extended throughout the Company, such holiday will be extended to members of this unit.
8. NRF or ANL drivers, with runs that have no required work for the day and want P/L, must be on the day off list three (3) calendar days before the scheduled holiday. These runs will not be filled if P/L has been granted.

NRF or ANL drivers electing not to use P/L for the day will be given assignments for the day, after the Extra Board is depleted and will be used in their respective home terminal, if possible.

## ARTICLE XII

### SECURITY PLANS AND BENEFITS

1. The security plans and benefits shown below are arranged for by the Company and will be available to all BBWI employees, including those covered by this Agreement, and will be administered equally, including that portion of the cost paid by all employees:

Personal Leave  
Medical Coverage  
Dental Insurance  
Vision Insurance  
Health Care Flexible Spending Account  
Dependent Day Care Flexible Spending Account  
Employee Life Insurance  
Dependent 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

2. The conditions, rules, and regulations of such security plans and benefits as may be established by the Company, shall determine all questions arising thereunder. The Company shall make detailed information concerning the provisions of such security plans and benefits available to the employee.
3. **Personal Leave.**
  - a. Personal leave of less than a full day will begin when a driver leaves his work assignment and will end when he returns to this work assignment. Drivers using personal leave for the beginning

of their work assignment will be charged personal leave until they arrive at their work assignment. Drivers using personal leave for the last part of their work assignment will be charged personal leave beginning when they leave their work assignment for the remainder of the work day. Personal leave will be charged in minimum increments of one-half (1/2) hour. For Extra Board Drivers on piecemeal assignments requesting the first (1st) half (1/2) day personal leave, refer to the “Extra Board Posting, Assignments and Rotations” procedure, Article IX C.5.6.3.

- b. A driver using personal leave in whole day increments may charge personal leave hours equal to the run time that that driver is assigned. Personal leave will be paid at the straight time base wage rate.

## ARTICLE XIII

### UNION COMMITTEES AND REPRESENTATION

1. **Committee.** The Company will recognize six (6) committee members selected by the Union who are employees of BBWI, with at least ninety (90) days service and covered by this bargaining unit. Of the six (6) committee members, one shall be selected from among employees within the Service Station, one selected from among the Dispatchers, and the remainder selected from among the Bus Drivers. The Union shall notify the Company in writing within thirty (30) days from the signing of this Agreement of the names of the committee members selected and shall give the Company five (5) days written notice of any change in the committee members. An alternate representative shall also be selected by the Union who will act as the Dispatcher's representative only during the absence of the regular committeemen. The committee members will be permitted, when working conditions permit, as determined by the supervisor to investigate complaints arising under the interpretation and application of this Agreement.
  
2. **Union Committee.**
  - a. The Company shall recognize a Union Committee composed of six (6) members of the Union who are employees of BBWI.
  
  - b. Representatives of the Company shall meet with the Union Committee at regular monthly intervals for discussion of individual or mutual problems and questions arising under the terms of this Agreement.
  
  - c. Those employees on the Union Committee shall not lose scheduled base pay (excluding shift differential where applicable) by reason of attendance of said meetings, including meetings provided for in Article XIV, Section 3, and contract negotiations, but excluding arbitration hearings and other meetings not provided for under the terms of this Agreement.

## ARTICLE XIV

### SETTLEMENT OF COMPLAINTS

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

1. The employee and/or Union representative shall present the employee's complaint to the employee's immediate supervisor, except as provided in Section 6., within five (5) days after occurrence of the incident resulting in the grievance. The supervisor shall give his decision within five (5) days after presentation.
2. If a satisfactory understanding or adjustment is not reached with the supervisor, the grievance may be presented in writing, within ten (10) days of the supervisor's decision, to Labor Relations.
3. The grievance shall then be considered at the next scheduled monthly Union Committee Meeting; however, an emergency meeting may be called by mutual agreement at any time.
4. If a satisfactory understanding or adjustment was not reached in the meeting outlined above, the Union will so advise, in writing, the Manager of Labor Relations within five (5) days of the meeting and not thereafter. The Manager of Labor Relations shall then render a written decision within ten (10) days of receipt of the Union's written advisement.
5. If the decision of the Manager of Labor Relations is not satisfactory or if an answer is not furnished within ten (10) days of receipt of the Union's appeal to the Manager of Labor Relations pursuant to Section 4 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 fifteen (15) days from the date of his decision. In such event the parties shall, within ten (10) days, join in a request to the Federal Mediation and Conciliation Service to submit the names of seven (7) arbitrators. 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. His decision shall be rendered within ten (10) days of the hearing or the established date for submission of briefs, whichever is later, and his 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.

6. In the event of discharge or disciplinary suspension, if the individual concerned and/or Union representative believe that the individual has been discharged or suspended without just cause, the individual or they may elect to present the matter in writing to the Manager of Labor Relations within five (5) days after such discharge or disciplinary suspension, and not thereafter. Within ten (10) days after such matter is presented to the Manager of Labor Relations, the Manager, or an appointed 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 Section 5 of this Article.
7. 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.
8. Time references in this Article are calendar days and do not include Fridays, Saturdays, Sundays, or holidays. The date of occurrence shall not be counted and days start at 12:01 a.m.

## ARTICLE XV

### LEAVES OF ABSENCE FOR UNION BUSINESS

1. Any member of the unit shall be granted leave of one (1) year or less from the member's employment with the Company for the purpose of accepting employment with the Union. A leave granted for the maximum period of one (1) year may be extended when approved by the Manager of Labor Relations. The request for leave shall be in writing and shall state that purpose for which it is made and that the employee intends to apply for reinstatement to his job. Application for reinstatement or extension, if made thirty (30) days or more prior to the end of the leave period or approved extension, will be considered and accepted on the following conditions:
  - a. The member's physical conditions shall not have changed materially during the period from effective date of leave of absence to date of application for reinstatement. Physical examination shall be made by the Medical Division of the Company immediately prior to leave and at the time of application for reinstatement. In the event of a dispute as to the employee's physical ability to perform essential functions of his job, such dispute may be resolved at the discretion of the employee or the Company in accordance with the provisions of Article XVI, Section 4.
  - b. It is understood that the employee, prior to reinstatement, must meet the applicable security requirements.
  - c. The employee, upon being reinstated, will re-enter the employee's former classification and will be accorded the same seniority as though the employee had not gone on leave.
  - d. With respect to benefits, such employee shall be accorded the same rights and privileges as are provided a administrative leave absentee.
  - e. This Section 1 of Article XV shall not be applicable to more than one employee at any one time. When any one member of the

Union is on such leave, the terms of the Section shall be suspended as to all other members.

2. The Union shall obtain prior authorization from management at least seven (7) days in advance for any Union official requiring leave of absence for union business, except in cases of an emergency.

# ARTICLE XVI

## MISCELLANEOUS

1. **Strikes and Lockouts.** There shall be no work stoppage, slowdown, sitdown or sympathy strikes by the Union. The Company agrees there will be no lockout of the Union or employees represented by the Union 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.
2. **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.
3. **Discrimination.** There shall be no discrimination between employees within these bargaining units with respect to any conditions of employment because of membership or nonmembership in the Union or because of age, race, creed, religion, national origin, gender, disability, color or veteran status. References in the Working Agreement to he, him, and his include the female sex and are not references to gender. The parties acknowledge that they are subject to and intend to abide by the requirements of the Americans with Disabilities Act (ADA).
4. **Physical and Mental Examination.** The INEEL Occupational Medical Program Industrial Physicians are responsible for performance of medical evaluations on INEEL employees to determine their ability to perform assigned tasks and identify work restrictions, in accordance with DOE orders. If, after consultation between the INEEL OMP 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 ability of an employee to return to work or to continue to work at the employee's regular job assignment, a board of three (3) accredited Doctors of Medicine shall be selected: One (1) will be an INEEL OMP Industrial Physician, one (1) selected by the Union, and one (1) by the two (2) so named. The decision of the majority of this board shall be final. In the event a consensus of opinion cannot be reached within ten (10) days between the INEEL OMP Industrial Physician, and the Union in

the selection of the third Doctor of Medicine, 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 INEEL OMP Industrial Physician and one-half (½) of the expense of the third (3rd) Doctor of Medicine. The local Union shall bear the expense of the Doctor of Medicine of the Union's choice and one-half (½) of the expense of the third (3rd) Doctor of Medicine.

5. **Assignment Outside of Bargaining Unit.** An employee temporarily assigned by the Company to a position outside this bargaining unit, may, upon termination of the assignment, if within one (1) year, return to the employee's former job, or, in the event such job does not exist, the employee may exercise the employee's seniority for a job of like status and pay. The employee shall be credited with seniority the employee would have acquired had the employee remained in the Union, in addition to the seniority the employee had on the date of assignment.

## 6. **Employee Ratings**

- a. Any unsatisfactory report or rating which is to be filed as a matter of record shall be filed within fourteen (14) calendar days 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 record. The extra copy may be given to the Union Committee if the employee so desires. The employee shall sign such record indicating that the matter has been brought to his attention, but employee's signature does not imply concurrence. Disciplinary actions filed as a matter of record will remain in an employees file for twelve (12) months and may be used for determining subsequent disciplinary action. Prior to any hearing that may result in an unsatisfactory rating or report, the Company must notify the employee and Union at least twenty-four (24) hours prior to such hearing. After twelve (12) months, the employee may request the warning notice be removed from the employee's file. If there has been no further disciplinary action, the notice will be removed.

- b. Any and all pertinent information that may be used in the hearing will be provided upon request, to the employee and to the Union. If an employee declines representation at a disciplinary hearing and discipline results, the Union, upon request, will be provided with any informal notes or minutes of such hearing.
  - c. Union and management representation at hearings will be limited to a maximum of two (2) representatives from each party.
  - d. If a customer complaint is received which results in disciplinary action, the affected employee and Union will be entitled to obtain the identity of the complainant.
7. **Utilization of Manpower.** Work peculiar to the classification shall be performed by employees assigned to that classification insofar as consistent with economical utilization of manpower, both parties understanding that certain overlaps of duties exist. It is understood the employees will not be assigned work outside of their regular classification and be replaced with employees from other classifications.
8. Any employee on personal leave-vacation who becomes ill or injured and qualifies for short term disability shall, upon notice to the Company, have the unused portion of personal leave-vacation canceled and the remaining portion of the personal leave-vacation shall thereafter be rebid.
9. **Employment of Close Relatives.** Employment of close relatives will be in accordance with the Company policy.
10. The Company is committed to retain restroom facilities at the outlying bus lots.
11. **Meals.** Any employee who works more than two (2) hours before or beyond the employee's regularly scheduled time shall be furnished a meal, and allowed to eat the same on Company time or reimbursed up to six dollars (\$6.00) per meal upon submitting a valid food receipt, subject to the availability of food and service. Where an employee works for more than six (6) hours after the employee's regular scheduled time, the employee shall be furnished an additional meal or lunch or reimbursed as above. Extra Board Drivers on nonscheduled assignments who work twelve (12) hours or more in a fourteen (14)

hour time span shall receive a meal or reimbursed as above. This provision shall not apply to special assignments as provided for in Article IX, Section A.3.b. In the event there is a meal allowance increase provided in the meal reimbursement section of the Company Management Policies Manual, the meal allowances stated herein will be increased by the same amount.

## ARTICLE XVII

### VALIDITY

It is understood and agreed that the Company's operations involved herein are subject to its contract with the Department of Energy and to the orders, regulations and directives of said Department and other Governmental agencies having jurisdiction, and it is agreed that should any orders, regulations, directives or interpretations of the Department of Energy or other Governmental agencies having jurisdiction conflict with any of the provisions of this Working Agreement, such orders, regulations, directives or interpretations shall prevail here over, but the Company and the Union shall meet within thirty (30) days to negotiate a mutually satisfactory substitute for the contract clause(s) involved, and if unable to reach agreement within the thirty (30) day period, the issue shall be submitted to an impartial arbitrator in accordance with Article XIV, Settlement of Complaints.

The terms of this Agreement are subject to all valid and applicable State and Federal laws; and the parties, herein, agree that should any part of this Agreement be held invalid by any court or competent jurisdiction, such holding in no manner invalidates the entire Agreement or any other part not directly affected by such holding. Further, in the event that any such provision(s) are declared to be in conflict with the law, both parties shall meet within thirty (30) days for the purpose of renegotiations and agreement on provision(s) so invalidated.



# EXHIBIT "A"

## JOB CLASSIFICATION AND WAGE RATES

	Column 1 Effective 12:01 am August 7, 2000 Through August 5, 2001	Column 2 Effective 12:01 a.m. August 6, 2001 Through August 4, 2002	Column 3 Effective 12:01 a.m. August 5, 2002 Through August 3, 2003	Column 4 Effective 12:01 a.m. August 4, 2003 Through August 1, 2004	Column 5 Effective 12:01 a.m. August 2, 2004
Classification	Wage Rates	Wage Rates	Wage Rates	Wage Rates	Wage Rates
<b>Bus Driver*/**</b>					
0- 9mo	14.74	15.18	15.64	16.11	16.59
10- 18mo	16.96	17.47	17.99	18.53	19.09
Over 18 mo	17.77	18.30	18.85	19.42	20.00
<b>Serviceman**</b>					
0-12 mo	13.32	13.72	14.13	14.55	14.99
Over 12 mo	16.42	16.91	17.42	17.94	18.48
<b>Tire Repairman</b>	17.07	17.58	18.11	18.65	19.21
<b>Mechanic Inspector</b>	18.81	19.37	19.95	20.55	21.17
<b>Dispatcher</b>					
0-1 yr	13.11	13.50	13.91	14.33	14.76
1-3 yrs	13.60	14.01	14.43	14.86	15.31
Over 3 yrs	15.91	16.39	16.88	17.39	17.91

Extra Board Guarantee: One week minimum guarantee (40) hours.

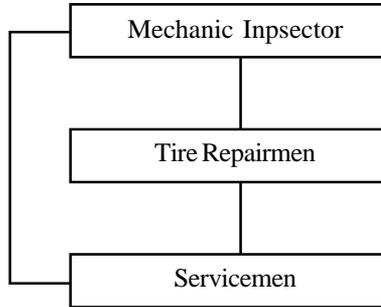
\* A Bus Driver on an eight (8) hour run where the run miles driven exceed 300 miles per day will be paid a premium of two dollars (\$2.00) for each day he drives this run.

\*\* Employees in the Serviceman classification will be paid an extra fifty cents (\$0.50) per hour time spent changing seat covers.

\*\*\* Reflects a positive adjustment of \$ 0.25/hour the first year for Bus Drivers to compensate for the reduction in split shift differential.

## EXHIBIT "B"

### SERVICE STATION – PROGRESSION AND REGRESSION CHART



Upgrades and promotions to the Mechanic Inspector classification will go to the senior person having the minimum qualifications.



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# 2001

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# 2002

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# 2003

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# 2004

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	28	29	30	31			

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
April					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
May							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23 <sub>30</sub>	24 <sub>31</sub>	25	26	27	28	29

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
June			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30			

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
July					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
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	Sun	Mon	Tue	Wed	Thr	Fri	Sat
August	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31				

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
September					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
October						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24 <sub>31</sub>	25	26	27	28	29	30

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
November		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30				

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
December				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	

# 2005

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
January							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23 <sub>30</sub>	24 <sub>31</sub>	25	26	27	28	29

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
February			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28					

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
March			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
April						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
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	Sun	Mon	Tue	Wed	Thr	Fri	Sat
May		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31			

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
June				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30		

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
July						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24 <sub>31</sub>	25	26	27	28	29	30

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
August		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31			

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
September					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
October							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23 <sub>30</sub>	24 <sub>31</sub>	25	26	27	28	29

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
November			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30			

	Sun	Mon	Tue	Wed	Thr	Fri	Sat
December					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31





