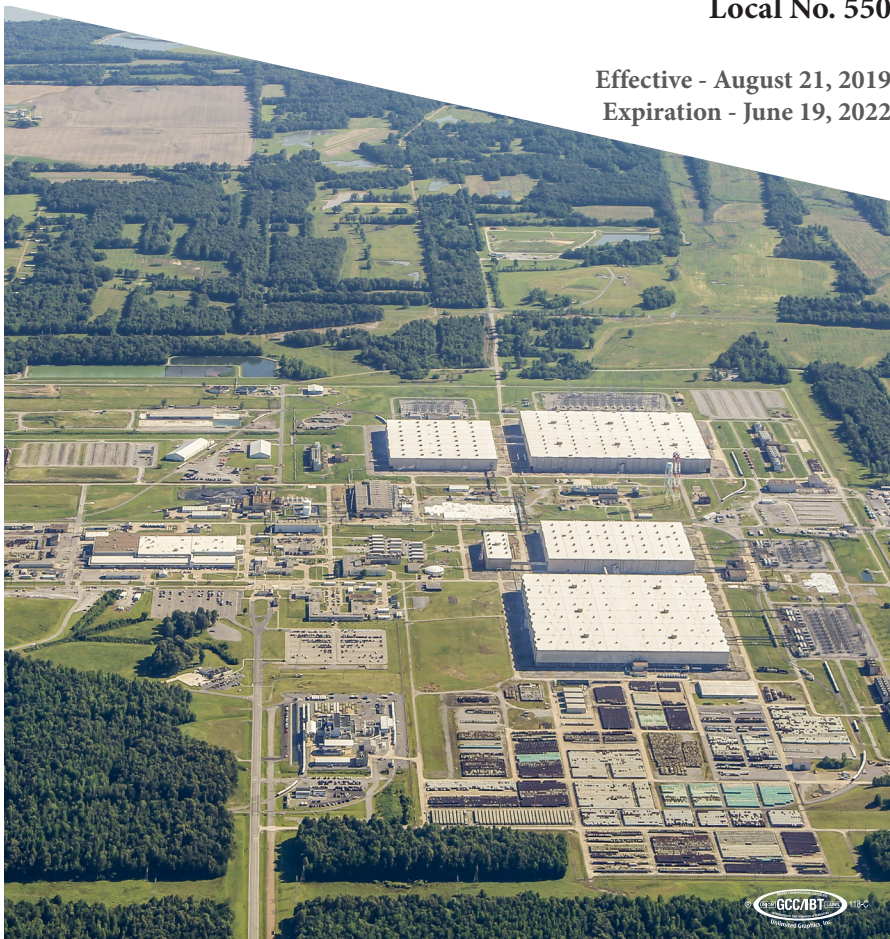




CONTRACT

Between Four Rivers Nuclear Partnership, LLC
and United Steelworkers
Local No. 550

Effective - August 21, 2019
Expiration - June 19, 2022



CONTRACT BETWEEN

FOUR RIVERS NUCLEAR PARTNERSHIP (FRNP)

and

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION
(USW) LOCAL 550**

August 21, 2019 - June 19, 2022

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ARTICLE 1

PURPOSE

This collective bargaining agreement (the “Agreement” or the “Contract”) has been made and entered into upon ratification by and between Four Rivers Nuclear Partnership LLC, (the “Company” or the “Employer”), for its operation located at the Paducah Gaseous Diffusion Plant site, and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO (the “USW” or the “Union”), on behalf of its affiliated Local Union Number 550, for and on behalf of itself and the employees covered by this Agreement. Collectively, the Company and the Union may also be referred to as the “Parties.”

No additions, waivers, deletions, changes, or amendments shall be made during the term of this Contract except by written agreement of the Parties.

ARTICLE 2

RECOGNITION

The parties agree that Four Rivers Nuclear Partnership (“FRNP”) is a successor employer as a matter of law to the collective bargaining obligations of the prior bargaining parties, Fluor Federal Services Inc. (“FFS”) and LATA-Sharp Remediation Services, LLC (“LSRS”) and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union Local 550, AFL-CIO (“USW”) and recognize the “USW” as the exclusive bargaining agent. The Parties intend to combine the collective bargaining units into a single bargaining unit. The combined bargaining unit is described as all regular hourly employees employed by “FRNP” at the Paducah Gaseous Diffusion Plant Site employed to work on the Deactivation Project and all those hourly rated employees within in the previous Veolia Nuclear Services (“VNS”) bargaining unit employed at the Paducah Site for “VNS” at the time of the combining of these units. The Parties will bargain with respect to rates of pay, wages, hours of employment, and other conditions of employment. The Parties further agree that all salaried exempt and non-exempt technical and professional employees, office clericals, guards, supervisors and all other employees excluded by the National Labor Relations Act will not be a part of this combined collective bargaining unit and will not be covered by this agreement.

(NOTE:) Radiological Control Technicians who were covered by the CBA while employed at VNS will be included in this bargaining unit and covered by this CBA. The Parties to this agreement acknowledge that this combined unit is an appropriate bargaining unit within the meaning of the National Labor Relations Act (“NLRA”), as amended, in order to fulfill the intent and purpose of the Department of Energy contract DE-EM0004895. The parties agree that changes to the predecessor Agreement made herein with the USW are designed to complete and effectuate the full scope of work of the DOE contract.

The Parties further agree that they will, in good faith, negotiate the appropriate and accurate assignments of work to the employee classifications of the combined units (as described in Appendix A) in accordance with the terms and conditions

set forth in this Agreement.

SECTION 1. RECOGNITION AS EXCLUSIVE BARGAINING AGENT

The Company recognizes the Union as the sole and exclusive bargaining agent for all regular hourly employees employed by the Company at the Paducah Gaseous Diffusion Plant Site employed to work on the Deactivation and Remediation Project with respect to rates of pay, wages, hours of employment, and other conditions of employment, but excluding salaried exempt and non-exempt technical and professional employees, office clericals, guards, supervisors and all other employees excluded by National Labor Relations Act.

SECTION 2. EMPLOYEE DEFINED

The term “employee” as used herein will mean any person represented by the Union as described in Section 1 above. For the purpose of this Contract, the use of the masculine pronoun or derivative thereof shall be applied as to include both male and female.

SECTION 3. UNION/COMPANY INTERFACE

The Company agrees not to interfere with the right of employees to join or belong to the Union and the Union agrees not to intimidate or coerce employees to join the Union. The Company further agrees not to discriminate against any employee on account of Union membership or Union activity, and the Union agrees neither to solicit for membership, collect Union funds, nor to engage in other Union activity on Company time unless specifically provided for in this Contract.

Authorized representatives of the Union who are non-badged shall have access to the Company’s establishment at reasonable times for the purpose of administering compliance with the Agreement and adjusting disputes; provided, that such representatives must first check in with the Company, and shall not in any way hinder or interfere with any work or operations of the company or any of its employees.

ARTICLE 3

UNION-COMPANY RELATIONSHIP

SECTION 1. UNION MEMBERSHIP

Union membership will be made available for employees of the Company employed in positions covered by this Collective Bargaining Agreement (CBA). The Union will make membership in the Union available to all employees covered by the CBA on a non-discriminatory basis.

The parties agree that if, during the term of this Agreement, KRS 336.130(3) (“Kentucky Right to Work Act) is repealed, in its entirety, by the Commonwealth of Kentucky, if a new public act invalidates KRS 336.130(3), if it becomes unenforceable in any way, or if the language contained in Article III, Section 1 of the Agreement May 26, 2016–July 21, 2017 Agreement becomes lawful for any other reason, the language of Article 3, Section 1 of the May 26, 2016–July 21, 2017 Agreement shall replace the current language in Article 3, Section 1 without the need for any bargaining.

SECTION 2. DUES DEDUCTION

Upon receipt of proper written authorization from an employee, the Company agrees to deduct from the wages of said employee dues uniformly applicable to all members as certified to the Company by the Union. Payroll deductions of appropriate incremental amounts will be made on a weekly basis. Dues deducted and collected for the month will be forwarded to the International Secretary-Treasurer at the address designated along with the proper forms.

SECTION 3. AUTHORIZATION FORM

The Union will furnish the appropriate check-off cards to the Company for the dues deduction.

SECTION 4. DUES CHECK OFF

The Company agrees that it will check-off and transmit to the Secretary-Treasurer of the United Steelworkers Political Action Fund (USW PAF) voluntary contributions to the USW PAF from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW PAF.

The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be specified in such forms and in conformance with any applicable state or federal statute.

The signing of such USW PAF check-off forms and the making of such voluntary contributions are not the conditions of membership in the Union or of employment with the Company.

The parties acknowledge that the costs of implementing and administering the USW PAF check-off program would be an obligation of the Union and that the estimated costs of such implementation and administration of the program have been incorporated by the Company in its valuation of collective bargaining negotiation settlements.

USW PAF supports various candidates for federal and other elective offices connected with the USW, a labor organization, and solicits and accepts only voluntary contributions, which are deposited in an account separate and segregated from the dues fund of the Union, in its own fundraising effort and in joint fundraising efforts with the AFL-CIO and its Committee on Political Education.

SECTION 5. INDEMNITY

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of any action taken or not taken pursuant to Sections 1-4 above.

SECTION 6. NEW EMPLOYEE ORIENTATION

A local Union representative will be allowed up to (1) one hour new USW employee orientation for union related topics and discussion. The time allotted will be held within two weeks of the new employee first being hired.

ARTICLE 4
CONTINUITY OF OPERATION

SECTION 1. WORK INTERRUPTION

There will be no strikes, lockouts, work stoppages, picket lines, slowdowns, secondary boycotts, or disturbances, even of a momentary nature. The Union agrees to support the Company fully in maintaining operations in every way. Participation by any employee, or employees, in an act violating this provision in any way will be complete and immediate cause for discharge by the Company.

SECTION 2. SECURITY MEASURES

It is recognized that all members of the Union and the Company are required to comply with all protective security measures now in effect. If it is found that this Contract or any part of this Contract in any way violates security measures which are now in effect, or which may be put into effect later, and the Company and the Union are notified by the proper authority as to the section or sections of the Contract in question, negotiations will begin immediately for the purpose of making required changes.

SECTION 3. RESTRICTED ACCESS SECURITY CLEARANCE

If the Department of Energy places an employee's security clearance on restricted access, the Company shall place the employee in a work area where she/he can work temporarily with a restricted access security clearance while the Department of Energy and the employee resolve the security clearance matter. The Company will continue the employee's employment in such temporary work area until the Department of Energy removes the restricted access from the security clearance, or the security clearance is revoked. While the employee is in this temporary work area he/she will be required to perform productive work in some capacity, which the employee can safely perform.

ARTICLE 5
MANAGEMENT RIGHTS

SECTION 1. MANAGEMENT RIGHTS

Subject to the Union rights as set forth in this Contract, the Company retains the sole right to manage the affairs of the business and to direct the working forces. Such functions of management shall include, but are not limited to, the rights to:

- (a) Direct generally the work of employees, subject to the terms and conditions of this Contract, including the right to hire, discharge for just cause, suspend or otherwise discipline employees, retire, determine the qualifications of an employee, promote, demote, or transfer employees, assign work, assign employees to shifts, assign makeup of teams, determine the amount of work needed, and to lay off employees;
- (b) The right to make reasonable rules, regulations, policies and procedures to promote safe practices, efficiency, proper conduct on the part of employee, consistent implementation administrative and work control processes;
- (c) The foregoing list of rights reserved to management shall not be deemed to preclude management's exercise of other rights it held before the execution

of this Agreement which are not inconsistent with any express provision thereof.

- (d) Claims of discriminatory or arbitrary promotion, demotion, discipline, or discharges shall be subject to and decided through the Grievance and Arbitration Procedures in Article 13 and 14 of this Contract (hereinafter referred to as “Grievance and Arbitration Procedures”).

ARTICLE 6 HOURS OF WORK

SECTION 1. DEFINITIONS

- (a) The payroll week consists of seven (7) days extending from midnight Sunday to midnight Sunday the following week.
- (b) The normal work week consists of forty (40) hours within a payroll week.
- (c) The normal workday consists of eight (8) hours of work for workers on an eight-hour shift; ten (10) hours of work for workers on the 4-day, 10 hour shift; and twelve (12) hours of work for rotating shifts.
- (d) The normal hours for straight day workers are from 7:00 a.m. to 3:30 p.m., Monday through Friday with a thirty (30) minute non-paid lunch period. No time will be deducted for lunch periods when an employee’s scheduled non-paid lunch period is delayed under the following circumstances:
 - 1. The delay is ordered by the employee’s first-line manager.
 - 2. The delay causes the employee’s lunch period to start five (5) hours or more after his starting time.
 - 3. The minimum amount of time necessary will be taken to eat lunch and in no case to exceed thirty (30) minutes.
 - 4. Shift workers will be permitted to have a lunch period beginning no later than five (5) hours after the beginning of a shift.
 - 5. When the Day shift is required to complete duties of the rotating shift they will receive a paid lunch.
- (e) The term working schedule means the arrangement of shift hours to be worked and regular shift changes for employees working on shifts and the regular scheduled arrangement of hours to be worked by straight day workers.
- (f) Rules for the ten (10) hour day shift are as follows:
 - 1. Hours: May begin between the hours of 4:00 a.m. and 7:00 a.m.
 - a. Normal hours for a 10-hour shift will be from 6:00 a.m.—4:30 p.m.
 - 2. The normal work days for a ten (10) hour worker are Monday through Thursday and Friday will be the standard day off.
 - 3. The minimum amount of time necessary will be taken to eat lunch and in no case to exceed thirty (30) minutes.
 - 4. On holiday weeks, clarification of special rules for 10-hour shift holiday weeks in Article 6, Section 7(e).

5. In no case will employees working the newly established 10-hour shift schedule receive standard overtime or shift premium for hours worked in excess of eight (8) in a 24-hour period. Employees will receive pay for holdover, call-in, and work in excess of forty (40) hours in a payroll week in accordance with the terms of this Contract.
 6. Overtime will be distributed in accordance with overtime rules.
 7. Jury and funeral pay will be handled per Article 6, Sections 10 and 12, respectively.
 8. These conditions are not all inclusive and unanticipated situations may arise. The company and USW will address such occurrences being guided by the intent of this agreement that no employee will receive a windfall under the contract by virtue of working a 10-hour rather than an eight-hour shift.
- (g) Rules for the twelve (12) hour rotating shift are as follows:
1. Hours: May begin between 6:00 a.m. to 7:00 a.m. and 6:00 p.m. to 7:00 p.m.
 - a. Normal hours for a 12-hour rotating shift will be from 6:30 a.m. to 6:30 p.m. and from 6:30 p.m. to 6:30 a.m.
 2. Consists of one 40-hour, one 48-hour, one 44-hour, and one 36-hour work weeks.
 3. In no case will employees working the newly established 12-hour shift schedules receive standard overtime for hours worked in excess of eight in a 24-hour period. Employees will receive pay for holdover, call-in, and work in excess of 40 hours in a payroll week in accordance with the terms of the contract.
 4. Employees receive four hours at the overtime rate once every four weeks when they work the scheduled 44-hour work week and eight hours at the overtime rate once every four weeks when they work the scheduled 48-hour work week. This provision is still applicable if the 44 hour work week is scheduled over two pay periods.
 5. Shift premium will be paid at sixty-five (65) cents per hour for hours worked between 6:30 p.m. and 6:30 a.m. No shift premium will be paid for hours worked between 6:30 a.m. and 6:30 p.m.
 6. When holdover is necessary, the employee may be held over no more than four (4) hours.
 7. An employee called for jury duty under Section 12 of this Article will be paid 12-hours pay for all days called. An employee who is on midnight shift will be excused with pay on the shift before and the shift after if both adjoin day of jury service.
 8. Funeral pay will be handled per Article 6, Section 12.
 9. On holiday weeks, clarification of special rules for 12-hour rotating shift holiday weeks in Article 6, Section 7 (f).

10. Overtime will be distributed in accordance with overtime rules.
11. These conditions are not all inclusive and unanticipated situations may arise. The company and the USW will address such occurrences being guided by the intent of this agreement that no employee will receive a windfall under the contract by virtue of working a 12-hour rather than an 8-hour shift.
12. Dayshift Operators/Fire Fighters may be assigned to perform the duties of the 12-hour rotating shift personnel when the shift is on dayshift rotation. This would be to provide coverage for training, vacations, physicals, or as needed by management direction. If the dayshift operator is assigned to shift support during their scheduled lunch period, they will be paid in accordance with Article 6, Section 1(d) above.

SECTION 2. WORK SCHEDULE

- (a) The provisions of this contract shall not be considered as a guarantee by the Company of a minimum number of hours per day or per week, or pay in lieu thereof, nor a limitation on the maximum hours per day or per week, which may be required to meet operating conditions.
- (b) The Company may adjust the working schedule of employees in any group to meet operating requirements, and employees may be assigned regularly or temporarily to a schedule other than the normal hours. The Company will discuss proposed changes to the working schedule of the employees, with the Union prior to making said changes. The Company agrees that proposed changes will be discussed with the Union at least 14 calendar days prior to implementing a change in work schedule. Employees may be assigned to a temporary shift or schedule for no longer than thirty (30) days (cumulative calendar days) in a three (3) month period without Union agreement.

Plant seniority shift preference within a group will be granted annually to employees upon request. Such annual request must be made no later than January 1, with any resulting change to be implemented no later than the week beginning March 1.

Such preference may be exercised between seven (7) day rotating shifts and five (5) day rotating shifts and other specific shifts except that such preference cannot be exercised between individual letter shifts within a given rotating shift.

Seniority shift preference within a shift preference group will be granted in filling vacancies lasting more than five (5) working days. Seniority shift preference will not apply to vacation relief or to vacancies caused by exercise of seniority shift preference. An employee must be qualified to perform the work involved when a vacancy occurs other than the annual exercise of seniority shift preference.

Starting January 1, 2020 and each January 1st thereafter, S&M and S&D

Maintenance sub groups will be polled by seniority to determine which group they will be placed for the calendar year. Transfers will be made by March 1st each year.

- (c) Employees who work overtime shall not be required to take time off to offset the overtime work.
- (d) If a change is made in an employee's work schedule from one established shift to another established shift for the payroll week in which he is notified or less than twenty-four (24) hours prior to the beginning of the payroll week, such employee will be paid for the first eight (8) hours worked on the new schedule at one and one-half (1.5) times the employee's straight-time hourly rate, except when such change is made at the request of or for the convenience of the employee. A change in scheduled days off will be considered a shift change.

SECTION 3. OVERTIME PREMIUM PAY

- (a) All hours worked in excess of an employee's regular shift (8-hour, 10-hour, or 12-hour) will be paid at one and one-half (1.5) times the straight time hourly rate (STHR).

SECTION 4. CALL-IN PAY

- (a) An employee who has left the plant and is called in by the Company to perform work outside of his regular scheduled shift will receive not less than four (4) hours pay at straight-time, or pay at one and one-half (1.5) times his regular rate as overtime pay for such work performed, whichever is greater.

SECTION 5. REPORTING PAY

- (a) An employee who reports for work on his regular shift without previously having been notified not to report, will be given at least four (4) hours work, or if no work is available, four (4) hours pay, except that if work is unavailable as the result of causes beyond the control of the Company, it shall not be so obligated.
- (b) Failure on the part of an employee to keep the Company informed of his current telephone number will relieve the Company of its responsibility under this section of the contract.

SECTION 6. OVERTIME DISTRIBUTION

- (a) Overtime will be distributed in such a manner that each employee within an overtime group will receive his fair share. An overtime spread of sixteen (16) hours for 8-hour shift employees, twenty (20) hours for 10-hour shift employees, and twenty-four (24) for 12-hour shift employees between the low employee in the overtime group and the high employee will be considered a reasonable and fair distribution of overtime among employees in the group. Overtime offered and refused will be counted as overtime worked. A record of overtime will be kept up to date and posted in an accessible location to enable employees to review. The overtime rules shall continue to be used as a means to implement the fair distribution

of overtime within an overtime group. An employee can be on only one overtime list at a time.

- (b) Overtime will be distributed in four (4), six (6), eight (8), ten (10) and (12) hour increments. However, two (2) hour overtime increments can be offered in conjunction with a normally scheduled ten (10) hour work day.

If a task cannot be completed during a scheduled shift, scheduled overtime, or emergency call-in, the Company reserves the right to request an individual having specific job knowledge, based on having worked on the task immediately prior to the need to continue the work task, to continue working for the amount of time needed to finish the task, but not longer than sixteen (16) continuous hours.

Overtime lists will be created and maintained as listed in Appendix D.

In scheduled overtime situations where an employee is improperly bypassed for overtime in violation of the Contract, the bypassed employee will be offered the same amount of bypassed hours at the employee's convenience within four (4) weeks after the bypass is known. The overtime list will then be adjusted to reflect the overtime hours when worked.

Alternate lists will be provided and time permitting, will be polled prior to a compulsory assignment. The Company agrees to meet with the Union to discuss and seek resolution of difficulties, which may exist in the administration of overtime distribution. These meetings between Company management and the appropriate Union officials will be held on a semiannual basis.

- (c) The Company and the Union have established "Overtime Rules" and Shift Overtime Polling Guidelines. These rules will be displayed along with the regular and compulsory overtime lists. The Overtime Rules and Shift Overtime Polling Guidelines can be amended upon agreement by the union and company.
- (d) Employees held over past their scheduled quitting time will be provided with a minimum of two (2) hours of work except in those instances where tardy relief is the cause of the holdover. When necessary, an employee on tardy relief will be furnished transportation home within a reasonable time.
- (e) Should an issue arise with the administration and/or distribution of overtime, the Company and the Union will meet to discuss and seek resolution of the issue.
- (f) An employee will not be forced to work more than sixteen (16) hours in a twenty-four (24) hour period, or more than twenty-eight (28) in any 48 hour period, or more than seventy-two (72) in a seven (7) day rotating period, except in the case of an emergency declared by the Plant Shift Superintendent.
- (g) An employee who is excused from work for Official Union Business will have all excused hours counted as hours worked for the computation of overtime.

SECTION 7. HOLIDAYS

- (a) The following are recognized holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas. Martin Luther King, Jr.'s Birthday is observed on the third Monday in January.
- (b) If any of the above holidays fall on Sunday, Monday shall be recognized as the holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be recognized as the holiday except that any employee normally scheduled to work on one of the above recognized calendar holidays that fall on Saturday or Sunday, such recognized calendar holiday will be his recognized holiday. If any of the above holidays fall on an employee's scheduled off day, his first succeeding scheduled work day shall be recognized as the holiday except that where Thanksgiving Day or Christmas Eve falls on an employee's scheduled off day, it will be recognized on the first preceding scheduled work day.
- (c) Employees will be paid for recognized holidays not worked an amount equivalent to eight (8) times the employees' straight-time hourly rate, subject to the following conditions:
 1. An employee who is instructed to work on a holiday but who fails to report and does not have an acceptable excuse will receive no pay for the holiday.
 2. To be eligible for holiday pay an employee must report for work on his last regularly scheduled working day immediately preceding the holiday and the first regularly scheduled workday immediately following his holiday, unless excused by the Company.
 3. Special holiday rules concerning the 10-hour work day are listed in Paragraph (e) below.
- (d) If a designated holiday occurs during an employee's vacation and that employee would otherwise have been scheduled to work on that day had it not been a holiday, such employee shall receive eight (8) hours pay at his straight-time hourly rate in addition to his vacation pay. At the request of the employee, the first-line manager may, at his discretion, grant the employee an extra day off without pay immediately preceding or following his vacation. Such days of absence will not be used for corrective absentee control measures.
- (e) Clarification of special rules for holiday weeks:

Weeks with recognized holidays will be worked in accordance with the normal rules for a 10-hour work day with the following provisions.

 1. On weeks when one (1) recognized holiday occurs, the following will apply:
 - a. Recognized holidays will be paid at ten (10) hours.
 - b. The three (3) remaining work days will be worked as ten (10) hour days.

- c. Additional hours worked within the holiday week will be paid at the applicable overtime rate.
 - d. Holidays that fall on a Friday will be observed on the preceding Thursday.
- 2. On weeks where two (2) recognized holidays occur within the same week, the following will apply:
 - a. The two remaining work days will be worked as ten (10) hour days and will be paid at the applicable straight time hourly rate.
 - b. On weeks where two consecutive holidays fall either on Thursday and Friday or Friday and Saturday, the holidays will be observed on Wednesday and Thursday.
 - c. On weeks where two consecutive holidays fall on Saturday and Sunday, the holidays will be observed on the preceding Thursday and the Monday after.
 - d. On weeks where two consecutive holidays fall on Sunday and Monday, the holidays will be observed on Monday and Tuesday.
- (f) Holiday pay for 12 hour rotating shift employees will be paid at 10 hours holiday pay.

SECTION 8. NON-PYRAMIDING

Overtime premium shall not be duplicated for the same hours under any of the terms of this contract, and to the extent that hours are compensated at the overtime premium rate under one provision they shall not be counted as hours worked in determining overtime compensation under the same or any other provision.

SECTION 9. SHIFT TRADES

Employees may not trade shifts or days off except with the prior approval of their respective first-line manager and further provided that no overtime premium is involved.

SECTION 10. JURY DUTY PAY

An employee who is called for jury duty may be excused from work upon presentation of court notice to his immediate first-line manager. The employee who has been so excused will be paid his normal straight-time earnings and the fees received from the court, provided he submits evidence of the amount received from the court. Only the number of his scheduled work days actually spent in court are counted in calculating payment. Employees who would be working the hours between 7:00 a.m. and 3:30 p.m. were they not on jury duty who are not called at the opening of court for actual jury duty and who are excused for the remainder of the day shall report to work within a reasonable time after being excused. An employee will not be required to change shifts because of jury duty. See Jury Duty Guidelines for additional guidance.

SECTION 11. VOTING TIME PAY

Employees who are unable to vote because of a conflict between voting hours and scheduled working hours in a national, state, county, or municipal election will

be allowed sufficient time off to vote provided that they are eligible to vote. Such eligible voting employees will be paid for such absence for a period not to exceed two (2) hours.

SECTION 12. FUNERAL PAY

- (a) An employee excused for such time as may reasonably be needed for the purpose of attending the funeral of a member of his immediate family will be paid his basic straight-time hourly rate for any or all of three (3) regularly scheduled workdays during the period beginning with the day of death and ending with the day after such funeral. Under the conditions established by this Contract, up to four (4) days will be granted to attend a funeral more than three hundred and fifty (350) miles from Paducah, Kentucky. For the purpose of this section, the term “a member of his immediate family” shall be defined as, and limited to, the following: spouse, children, parents, grandparents, great-grandparents, grandchildren, step-parents, brother, sister, stepbrother, stepsister, parents-in-law, son-in-law, daughter in-law, brother-in-law, sister-in-law, step-children and grandparents, great-grandparents, and step-grandparents of the spouse of the employee.
- (b) If a death occurs in an employee’s immediate family while he is on vacation, he should promptly notify his manager. The employee will be permitted to cancel only those hours of vacation remaining after notification to his manager, providing he qualifies for funeral pay for those hours under this section.
- (c) Arrangements made outside of the time frames in section 12(a) above must have special approval from either the HR or LR manager.

ARTICLE 7 WAGES

SECTION 1. EFFECTIVE DATES

- FRNP Bargaining Unit employees will receive a 4.96% wage increase on October 1, 2018; such retroactivity will be paid on straight time hours only. Retroactive payments will be made within 30 days of ratification date of contract. Additionally, a 4.96% wage increase will be effective on October 1, 2019.
- VNS Bargaining Unit employees who were on the VNS payroll as of October 1, 2018 and are still active upon ratification will receive a lump sum payment of \$2,000.00 in lieu of a general wage increase for fiscal year 2019.
- Former VNS Bargaining Unit employees who are on the VNS payroll at the date of ratification and transition to FRNP will receive a lump sum payment of \$2,000.00 in lieu of a general wage increase effective October 1, 2019.
- 2% wage increase effective October 1, 2020 for FRNP Bargaining Unit Employees (inclusive of previous VNS Bargaining Unit Employees)
- 2% wage increase effective October 1, 2021 for FRNP Bargaining Unit Employees (inclusive of previous VNS Bargaining Unit Employees)

SECTION 2. SHIFT PREMIUM

An employee shall receive a shift premium of forty five (45) cents per hour for work performed on the evening shift (3:30 p.m. to 11:30 p.m.), and a shift premium of sixty five (65) cents per hour for work performed on the midnight shift (11:30 p.m. to 7:30 a.m.). No shift premium shall be paid to day shift employees for normally scheduled 8-hour or 10-hour shifts. On 12-hour shift, shift premium will be paid at sixty-five (65) cents per hour for hours worked between 6:30 p.m. and 6:30 a.m. No shift premium will be paid for hours worked between 6:30 a.m. and 6:30 p.m.

SECTION 3. NON-DISCRIMINATION

There will be no discrimination because of sex in the application of wage schedule.

SECTION 4. PERMANENT RECLASSIFICATION

When an employee is transferred permanently to a job paying a higher rate, he shall immediately receive the higher rate in accordance with Appendix A.

SECTION 5. TEMPORARY RECLASSIFICATION

- (a) An employee who at the request of the Company is temporarily required to do the work in a classification other than his own shall suffer no reduction in his rate of pay.
- (b) When an employee is assigned temporarily to a job in a higher classification, the temporary reclassification and rate will be made effective for all hours worked on the first day that an employee performs work in the higher classification for two (2) or more hours. When assigned temporarily to the new classification, the employee will be paid the top job rate of the new classification.

SECTION 6. SHIFT TURNOVER

Employees required to perform a shift turnover outside an employee's regular shift will be paid in accordance with Article 6, Section 3.

SECTION 7. WORK FORCE-WORK LOAD FLEXIBILITY

(A) Skilled Crafts:

- 1) A Skilled Craft employee (i.e., Instrument Tech, Mechanic, Heavy Equipment Operators, Electricians and Carpenters) will be permitted to assist other job classifications outside of their designated job classification under the following provisions:
 - a. No Skilled Craft employee will be assigned support work if "core work" is available in his respective job classification, unless a higher workload priority has been established for the assigned support work.
 - 1) If there are insufficient employees to handle the prioritized work load, Skilled Craft employees can be temporarily assigned to support the prioritized work.
 - 2) Only the required number of Skilled Craft employees that are needed to fulfill the staffing requirements shall be temporarily assigned to prioritized support work.

- 3) Upon completion of the prioritized support work, the Skilled Craft employee shall return to his respective “core work” classification/location.
 - b. No Skilled Craft employee will perform the “core work” of another Skilled Craft employee.
 - c. No Skilled Craft employee will perform support work unless accompanied by an employee who normally performs that work.
 - d. If a Skilled Craft employee is required to perform support work, he shall not displace another employee who would have otherwise performed that work.
 - e. If a Skilled Craft employee is assigned support work, his “core work” will not be performed by another employee.
 - f. No present job classifications shall be abolished or rendered obsolete as a result of assigning Skilled Craft employees to support work.
 - g. A Skilled Craft employee shall perform support work at his applicable rate of pay.
 - h. Skilled Craft employees will be assigned support work on a rotational basis.

2) Definitions:

- a. Core Work—Is that work scope that requires a specific skill or specialized training in order to be performed. Core Work is performed by Skilled Craft employees only.
- b. Support Work—Is that work scope where a Skilled Craft employee can be utilized when no “core work” is available, or when a higher priority work scope requires additional work forces.

(B) Operators:

- 1) Operators (Utility Operators, Power Operators, Facility Operators, and Waste Operators) will continue to perform that scope of work which they have traditionally and historically performed, but can be assigned to assist other classifications under the following provisions:
 - a. An operator shall not be assigned to perform the “core work” of any other Skilled Craft.
 - b. An operator can be assigned to support a Skilled Craft employee if that support results in the ability of an operator to directly perform his work.
 - c. No operator shall perform support work unless accompanied by an employee who normally performs that work.
 - d. An operator shall perform support work at his applicable hourly rate of pay.
 - e. No operator assigned to support work, shall displace another classification who would have otherwise performed that work.

- f. No present job classifications shall be abolished or rendered obsolete as a result of assigning operators to perform support work.

(C) Remaining active job classifications:

No present job classifications shall be abolished or rendered obsolete as a result of utilizing the temporary reclassification (TR) language.

No employee will be assigned any support work that he is not qualified or adequately trained to perform.

(D) Transition of Workforce:

1) Excess and Needs

The Company maintains the right to determine the number of employees within each job classification. It is understood that the work performed at this facility has changed and will continue to change into the future. With changing demands, manpower may be redirected and reallocated into a current job classification with a greater need covered within the CBA. This process will be managed through group seniority, least to greatest. The parties will have meaningful discussion and consider feedback from the Union prior to implementation.

Excess and needs will be managed by two separate methods.

- a. Method #1, work to be performed in 4 consecutive work days or less:
 - 1. Employees will remain in their original classification.
 - 2. Employees remain on their original overtime list.
- b. Method #2, work that continues after 4 consecutive work days:
 - 1. Employees will be reclassified into the classification which they are currently assigned that exists within the CBA.
 - 2. Employees entering into the classification via “excess and needs” will enter into the bottom of the group seniority list.
 - 3. Employee(s) entering a new overtime group will be given the maximum hours in this new group. If more than one employee enters at the same time, plant seniority will prevail.
 - 4. Any scheduled PTO will be transferred upon reclassification into the new group.
 - 5. Employees who are reclassified to support “excess and needs” will retain their group seniority in their original classification.
 - 6. At the conclusion of the “excess and needs” assignment if work is available in the original classification an employee will return to their original classification.
 - 7. Any employee who was reclassified based on “exceed and needs” will be returned into their original classifications before any layoff or a reduction in force occurs.

2) Training

The Company and Union fully commits that the safety of every employee is their first priority and takes precedent over any project work/clean-up activities. Therefore:

- a. Employees will not be required to perform work under a new classification, or tasks under their current classification for which they have not been trained and qualified to perform.
- b. The Company's training department, under the direction of management, will develop a training matrix, to ensure there is a well-documented evidence to each employee's training and qualifications.
- c. Training of employees is to be in a constructive manner to reinforce and enhance safety among all FRNP employees.

3) Composite Crews (for Specific Projects Only)

The Company will utilize bargaining unit workers from within existing classifications to create composite crews of workers to perform work on specifically identified projects. Such composite crews will complete all the tasks necessary to complete these projects. The specific makeup of a composite crew will vary based on the need of the project. The Company will utilize bargaining unit members who are trained and qualified to complete related tasks safely. The Company will notify the Union of a composite crew project. The parties will have meaningful discussion and consider feedback from the Union prior to implementation.

Composite crews will be made of bargaining unit members who are trained and qualified to complete related tasks safely. Composite crew workers will be required to meet fitness for duty expectations. If any composite crew member is given medical restrictions, they will be placed back into their job classification at their previous job location and may be replaced on the composite crew until they are able to return to full duty. The company will make an effort to review and consider existing restrictions for accommodation. Composite crews will be selected using volunteers first via group seniority, within the needed job classifications; after which employees will be assigned from least to greatest group seniority.

Both parties agree to meet outside of the grievance process for resolution of jurisdictional issues that might arise from composite crew work.

**ARTICLE 8
LAYOFF ALLOWANCE**

SECTION 1. SCHEDULE

Layoff allowance for an employee terminated from the payroll on account of reduction in force or because of occupational or non-occupational disability shall be in accordance with the following schedule:

<u>Company Service Credit</u>	<u>Allowance</u>
Under 12 weeks	No allowance

12 weeks–5 years	2 weeks (or 80 hours)
5 years–7 years	3 weeks (or 120 hours)
7 years–10 years	4 weeks (or 160 hours)
10 years or more	6 weeks (or 240 hours)
11 years or more	Same as for 10 years, plus 1 week (or 40 hours) for each added year of service, up to 26 weeks (or 1040 hours)

Previous VNS USW above the 26 week cap at the time of ratification will be grandfathered in at their current level with no further increase. At the time of ratification the number of weeks for each USW employee above the 26 week cap will be recorded in their personnel file and copy sent to the union.

SECTION 2. LAYOFF ALLOWANCE—REHIRE

An employee who is rehired by FRNP and subsequently laid off from the payroll by FRNP will receive a layoff allowance based on his most recent rehire date by FRNP.

An employee will not receive a layoff allowance for (1) any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract or, (2) any period of employment for USEC except for employment under the Cold Standby/Shutdown Contract, DE-AC0501OR22877 at Portsmouth.

ARTICLE 9

DISABILITY PAY

SECTION 1. SHORT TERM DISABILITY PLAN

The Company provides a Short-Term Disability (STD) Plan for employees at no cost. This Plan is offered through a third-party administrator and provides benefits when an employee is disabled and unable to work due to illness, pregnancy, or occupational or non-occupational injury for greater than seven (7) calendar days. The benefits, will be provided at sixty five (65%) percent of his basic straight time hourly rate up to a specific weekly maximum benefit in accordance with the terms and conditions of the Short Term Disability Plan set forth in the Plan Document. Payments will be provided in accordance with the following schedule;

(a) Conditions of Payment:

- 1) STD payments will begin on the 8th calendar day of absence, which begins when the first scheduled work shift is missed due to the medical (illness or injury) condition.
- 2) STD payments will only be made after the Insurance Company approves the claim and the waiting period is satisfied.
- 3) STD payments are based on the base straight-time hourly rate that the employee was assigned to when the claim was initiated. If a wage increase occurs while the employee is out, upon return from STD, the employee will receive the appropriate rate then in effect under the wage schedule of Appendix A.

(b) Administration of Plan:

- 1) The administration of the STD Plan and the payment of the 65% basic benefits under this Plan shall be handled by the Insurance Company.
- (c) PTO accrual while on STD:
PTO will continue to accrue while on STD.
- (d) Company Service Credit during STD absence:
An employee who is disabled and unable to work will receive Company Service Credit for the period of his STD approved by the Insurance Company.
- (e) Appeal Process:
If a dispute arises as a result of a claim being denied, then the employee shall follow the appeal process as detailed in the Plan document.

SECTION 2. LONG TERM DISABILITY PLAN

The Company provides a Long Term Disability (LTD) Plan for employees at no cost. This Plan is offered through a third-party administrator and provides benefits when an employee is unable to work due to illness, or occupational or non-occupational injury for greater than six months. The benefits will provide a payment of sixty percent (60%) of basic straight-time hourly rate up to a specified maximum monthly benefit paid in accordance with the terms and conditions of the Long Term Disability Plan set forth in the Plan Document.

Benefits are paid if an employee is totally and permanently disabled, until he reaches age 65. Employees over 60 years old will receive benefits the lesser of (1) 60 months or, (2) to age 70; but never less than 12 months of benefits. Such benefits will be reduced by any income benefits the employee is eligible to receive from other sources such as Social Security, Worker's Compensation, other statutory benefits, and other Company benefit plans.

- a) Conditions of Payment:
 - 1) LTD payments will begin after 6 months of absence due to an illness or injury, and typically follows Short Term Disability benefits.
 - 2) LTD payments will only be made after the Insurance Company approves the claim and the waiting period is satisfied.
 - 3) LTD payments are based on the basic straight-time hourly rate that the employee was assigned to when the claim was initiated. If a wage increase occurs while the employee is out, upon return from LTD the employee will receive the appropriate rate then in effect under the wage schedule of Appendix A.
- b) Administration of Plan:
The administration of the LTD Plan and the payment of the 60% base benefits under this Plan shall be handled by the Insurance Company.
- c) PTO accrual while on LTD:
An employee is not eligible for PTO while out on and approved LTD claim. Upon return to active full-time employment, the employee will resume PTO accrual at the same rate as received prior to their STD.

d) Company Service Credit during LTD absence:

An employee who is disabled and unable to work will not receive Company Service Credit for the period of his LTD approved by the Insurance Company but should an employee return to work within that two years, shall have his service time bridged for the time on LTD.

e) Appeal Process:

If a dispute arises as a result of a claim being denied, then the employee shall follow the appeal process as detailed in the Plan document.

**ARTICLE 10
LEAVE OF ABSENCE**

SECTION 1. PERSONAL LEAVE

- (a) An employee may be granted an unpaid leave of absence for personal reasons that do not qualify for any other type of leave or to extend an absence once other leaves have been exhausted.
- (b) An employee is required to specify the reason for requesting a personal leave. Based on this reason and the ability to cover the work, the leave may be granted or denied. Each personal leave request must be approved by the Company. The leave may be granted for a maximum of 3 months.
- (c) Personal leaves only may be granted if the Company expects the employee to return to work, when the leave period expires, unless an unusual circumstance exists. The Company and Union agree to meet to discuss and mutually agree to any accommodation due to an unusual circumstance. If the employee does not return from the personal leave, the employee's last day worked will be the termination date.
- (d) The employee will be expected to pay his/her portion of benefits contributions at least monthly in order for coverage to continue. Non-payment of benefit contributions or payments that are not timely will result in the benefit coverage to be canceled effective from the end of the payment period.

SECTION 2. FAMILY AND MEDICAL LEAVE ACT (FMLA)

- (a) The Company will comply with the Family and Medical Leave Act (FMLA) of 1993.

SECTION 3. MILITARY LEAVE

- (a) The Company will pay the balance of pay between pay received from the US government and pay the employee would have earned on his normally scheduled shift, if any. This make-up pay will be for periodic trainings and functions of the armed services. Time missed for this training will be counted as if the employee worked for all applications of this Agreement.
- (b) The Company will comply with Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).
- (c) Employees on military leave of absence may use up to 100 percent of their eligible PTO and sick leave hours or may be granted absence without pay. PTO accrual will continue at normal rate during military leave.

SECTION 4. UNION OFFICIALS

- (a) Upon written request to the Company made by the USW a reasonable period in advance, an employee certified by the USW to be a full-time USW official may be granted a leave of absence without pay to engage in work pertaining to the business of the USW.
- (b) An employee certified by the USW to be a full-time USW official shall be granted not more than one (1) thirty (30) day leave of absence in any calendar year renewable only in increments of two (2) years if an official elects to accept a full-time assignment with the USW. Such leaves shall be granted only at such times as will not interfere with operations. The Company will give advance notice of the expiration of the long-term [two (2) years] leave.
- (c) An employee elected by the USW Union Local 550, as President and/or Vice President-At-Large will be released to conduct union business and other union related activities on a full time basis, as has been the past practice & recognized customary allowable expense under the current DOE Portsmouth/Paducah Project Office (PPPO), and its' contractors & subcontractors.
 - An employee elected by the USW Union Local 550, as Unit Vice-President, will be allowed to conduct union business on a full time basis.
- (d) Upon written request to the Company, an employee will be granted a leave of absence to serve full-time in a position for the International Union for a period of up to four (4) years.
- (e) Upon written request to the Company, an employee will be granted a leave of absence to serve full-time in an elected or appointed Federal, State, or Local government position for the duration of the term of office or appointment.

SECTION 5. RETURN TO WORK FROM LEAVE OF ABSENCE

- (a) An employee who returns to work after a leave of absence as described in Sections 1-5 of this Article will be reinstated in the job classification group which he left and for which he is qualified provided he has more seniority than the least senior employee in said job classification.
- (b) Unless excused, an employee who does not return to work within five (5) days following the expiration of his leave of absence will be considered as having resigned voluntarily and will forfeit all of his seniority rights.

SECTION 6. INSURANCE WHILE ON LEAVE OF ABSENCE

- (a) The Group Insurance of an employee will be continued in force during the above authorized leave of absences provided that he pays his share of the Group Insurance premium at least monthly in advance.

SECTION 7. SENIORITY ON LEAVE OF ABSENCE

- (a) Employees will continue to accrue seniority during the above leaves of absence.

**ARTICLE 11
PAID TIME OFF**

SECTION 1. PAID TIME OFF

Paid Time Off (PTO) is provided to full-time bargaining unit employees and should be viewed as a “bank” of hours from which the employee can draw, depending on his/her needs. PTO includes, but is not limited to, leisure time off, personal time off, time lost from work due to illness or injury, family emergencies, medical/dental appointments, facility closure due to inclement weather, and natural emergency conditions. Employees are responsible for managing their own PTO accounts.

- PTO Accrual: Paid Time Off is accrued for regular full-time bargaining unit employees as follows:

Years of Continuous Service	Accrual of PTO hours per week	Accrual of PTO hours per year
0-4 years of service	2.31 hours	120 hours
5-9 years of service	3.08 hours	160 hours
10-19 years of service	3.85 hours	200 hours
20+ years of service	4.62 hours	240 hours

- PTO will be based on Company Service Credit in the table above. PTO will not accrue during unpaid leave of absences unless required by law.
- PTO will not accrue during Long Term Disability Leave.
- PTO will not accrue during leave for Union Business as defined in Article 10, Section 4, a, b, d and e of this Agreement.
- PTO pay will be based on employee’s straight time hourly rate, plus any applicable shift differential. It is paid for the hours designated on the timesheet not to exceed the number of hours in a normal workweek.
- A maximum of 240 PTO hours may be rolled over to the following calendar year.
- In the event of separation, payment will be made for all earned, but unused PTO.
- Employees may not use PTO to extend their termination date.
- Vacation scheduling shall be administered in accordance with the vacation regulations contained in Appendix D, attached hereto and made a part hereof.

SECTION 2. PAY IN LIEU OF PTO

- (a) During calendar years in which an employee has completed at least ten (10) years of Company Service, the employee has the option of electing eighty (80) hours of pay in lieu of PTO.
- (b) 40 hours of Pay in lieu of PTO can be paid concurrently with any full week of PTO upon employee’s request, but shall not be divided into units of less than 40 hours.
- (c) Pay in lieu of PTO shall not be used in the calculation of compensation for

other benefit plan purposes or any overtime or other premium payments.

- (d) PTO carried forward is not subject to payment in lieu of PTO except in the case of termination.

ARTICLE 12 SENIORITY

SECTION 1. DEFINITIONS

- a) A vacancy is said to exist in a job classification when there is a need for a permanent replacement or addition.
- b) An employee is said to be laid off when he leaves a job classification because of an involuntary reduction in force. An employee who accepts a Voluntary Reduction in Force (VRIF) will not be considered as having been laid off under the terms of this contract.
- c) The recall list is that list on which an employee will be placed at the time he is laid off from a specific job classification. Recall is only allowable to the job classification that the employee was displaced from.
- d) An employee can only be carried on one (1) recall list at a time.
- e) Bumping rights shall only apply to employees of FRNP. Bumping rights are not portable to other employers on the plant site.

SECTION 2. SENIORITY PROVISIONS

- (a) Bargaining unit seniority is based on the total length of recognized USW Local 550 (or its predecessor organizations) service of an employee. The seniority of each employee is his relative position with respect to other employees.
- (b) Group seniority is administered within the job classification groups outlined in Appendix A.
- (c) A new employee with experience on the plant site shall be considered a probationary employee for the first sixty (60) days worked. A new employee without experience on the plant site shall be considered a probationary employee for the first one hundred twenty (120) days worked. At the end of that period, if he is retained, his name will be placed on the Seniority List and his seniority shall date from the date of hire. A probationary employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company.
- (d) An employee will lose his seniority when he is discharged, when he resigns, or when he is on the recall listing and declines or fails to report within five (5) days or makes satisfactory arrangements when offered employment in job classification from which he was laid off.
- (e) If recalled, a former employee who is on the recall listing shall continue to accumulate seniority up to four (4) consecutive years from his lay-off date. If a former employee is not recalled within four (4) consecutive years from the date of layoff his seniority will be recognized as the amount he/she had on the date of their last layoff. An employee who is not recalled within four (4) consecutive years from the date of layoff will lose his recall rights.

- (f) Employees will retain and accumulate seniority during periods of excused absence or leave of absence.
- (g) When an employee enters a job classification group by transfer from another group, he will acquire group seniority in the group which he has entered. The seniority which he has accumulated in his base job classification group shall remain in that group as group seniority. Should such employee become subject to layoff in the new group he may elect to return to his base job classification group with all the seniority he retains in his base job classification group, plus seniority which he has accumulated in any other groups.
- (h) If more than one (1) employee is transferred into a new job classification on the same day they will be placed on the seniority list in the new job classification according to their Bargaining Unit seniority.
- (i) All the USW employees previously employed under the VNS contract will transfer to the FRNP contract. Seniority dates will be determined by the Union. All formerly VNS represented employees will receive a seniority classification based on FRNP job classifications.
 - 1) LU 550-03 will merge into LU 550-00 group seniority list per their job classification seniority. The company and union will establish the merged group/classification seniority listing showing the names of all the employees in the order of their seniority ranking in the various classifications in the job classification groups in which the employee holds seniority. No changes in the seniority listings may be made except by mutual agreement between the Company and the Union.
 - 2) LU 550-03 will merge into LU 550-00 plant seniority list per their hire date of record. The Company and the Union will establish the merged plant seniority list in the same manner as above.

SECTION 3. REDUCTION IN FORCE

- (a) When a reduction in force is to be made in any job classification within a job classification group, the employee having the least amount of group seniority in the job classification shall be the first to be laid off. When a reduction in force is scheduled, FRNP will provide a minimum of (2) weeks' notice to the Local Union President.
- (b) Bumping shall be administered in the following manner: An employee being laid off shall, if his seniority allows, displace ('bump') the least senior employee among FRNP in the same job classification the employee was displaced from. If the employee's seniority is not sufficient to accomplish this, then the employee must bump into a job classification with a lower rate of pay. The lower pay rated job classification will be looked at in descending order until a job classification is found in which the employee has sufficient plant seniority to bump into. The employee will then displace the least senior employee within that job classification, or job classification group if the bumping employee is qualified to perform the job.
- (c) When a reduction in force is to be made in any job classification, the following

employee in that job classification group may be retained irrespective of seniority.

- 1) A physically handicapped employee who by reason of occupational injury while employed by the Company merits special consideration.
- (d) In the event of a layoff, the Union will be notified a minimum of (2) weeks prior to the layoff and will be given a list of names of employees who are to be laid off. Also, at the time the list is being typed, the Union President will be notified.

SECTION 4. FILLING VACANCIES

- a) FRNP will fill internal vacancies within classifications via group seniority within that classification first before Recall and then Job Bid.
- b) FRNP shall fill vacancies for positions in the following order:

(1) Recall:

- A. Those qualified USW Local 550 represented employees in the same classification as the vacancy exist that were involuntarily laid off who accepted a position in a lower class in order of seniority.
- B. Those qualified USW Local 550 represented employees in the same job classification as the vacancy exist on the recall list that were involuntarily laid off from FFS, LSRS or FRNP, at Paducah in order of seniority.
- C. Those qualified USW Local 550 represented employees in classifications other than the one the vacancy exists in on the recall who were laid off from FRNP at Paducah in order of bargaining unit seniority.
- D. Those qualified USW Local 550 represented employees laid off or notified of a layoff at Paducah by USEC and other DOE contractors or subcontractors at Paducah in order of bargaining unit seniority.
- E. Those qualified USW represented employees laid off at Portsmouth who apply for the vacancy, and who are covered under Section 3161 of the FY 93 Defense Authorization Act.
- F. Those qualified employees who were former employees of any other DOE contractor or subcontractor at other Department of Energy facilities and who are covered under Section 3161 of the FY 93 Defense Authorization Act.

(2) Job Bid: FRNP will post vacancies in classifications covered by this Agreement to provide job bid opportunity.

- A. Positions will be posted a minimum of ten (10) calendar days.
- B. The job bid opportunity is limited to employees of FRNP, at Paducah.
- C. Job bids will be awarded to the most senior qualified bidder from within a lower job classification.
- D. An employee selected to fill a new job or vacancy will be given reasonable time, not more than thirty (30) days, with proper

instructions, to learn the specific tasks required on the job before final decision is made of his potential to perform the full scope of the job adequately.

- E. If it is evident before the end of the thirty (30) day period that he is not capable or does not possess the potential of handling or performing the full scope of the new job adequately, he shall be entitled to return to his former job with his former status.
- c) Prior to filling vacancies, FRNP shall consult with the USW Local 550 concerning the availability of employees on the FLUOR, LSRS or LSRS subcontractors (or environmental remediation contractor) at Paducah, S&S, or S&S subcontractors (or infrastructure contractor) at Paducah, BWCS (or DUF-6 contractor) at Paducah, recall list, and those eligible under Section 3161 of the FY 93 Defense Authorization Act.
- d) In filling vacancies, FRNP shall provide a right of first refusal in order of bargaining unit seniority for available work within the classification for which the displaced employee can qualify. If no qualified employees can be obtained in a timely manner from (a) - (b) above, FRNP may hire qualified employees from any source. FRNP and USW Local 550 will work cooperatively to resolve questions and issues related to the application this Section 4.
- e) FRNP will maintain a recall list in the order of bargaining unit seniority of all laid off USW Local 550 represented employees covered in Paragraphs (b) (1)-(B&C) above.
- f) USW Local 550 will maintain recall lists for those qualified USW Local 550 represented employees in Paragraph (b) (1) - (D) above.

SECTION 5. TRANSFERS OUTSIDE BARGAINING UNIT

Employees who transfer out of the Bargaining Unit after the effective date of this Contract cease to have any Bargaining Unit seniority thirty (30) calendar days after such transfer. If such employee so wishes, he may return to the Bargaining Unit within this thirty (30) day period without loss of seniority.

SECTION 6. RECALL AND SENIORITY LISTS

- (a) The Company and Union will establish a recall listing of laid off employees.
- (b) The Company and Union will establish seniority listings (Group and Bargaining Unit) showing the name of all employees in the order of their seniority ranking in the various classifications in the job classification groups in which the employee holds seniority.
- (c) The Company will maintain the two (2) listings and give the Union twenty (20) copies of each listing for their sole and exclusive use within forty-five (45) days after the effective date of this Contract, and a list of revisions each three (3) months thereafter. No changes in these two (2) listings may be made except by mutual agreement between the Company and the Union.

SECTION 7. NO PERMANENT TRANSFER OF WORK

- (a) Transfers will not be made for the specific purpose of discriminating against

an employee.

- (b) Work normally associated with one classification in this Plant will not be transferred permanently to another classification in this Plant. When he requests, a Union representative will be informed as to whether transfer of work is temporary or permanent. In no case will the transfer of work deny the use of the recall listing for a period longer than thirty (30) calendar days. All work normally associated with a classification will be returned to the rightful classification before layoff occurs in that classification. The time a job has been performed on an out-of-classification basis will not be used exclusively in making a determination into which classification the work belongs in case of a layoff.

ARTICLE 13 GRIEVANCE PROCEDURE

SECTION 1. REPRESENTATION

- (a) The Company will recognize the following number of properly certified Union representatives in the Plant for the purpose of representing employees in the manner as specified in this Grievance Procedure:
Unit Vice President and up to five (5) Committee persons, one (1) from each of the five (5) recognized Divisions of the Plant as shown in Appendix B who, with the local President as Chairperson, shall constitute the Grievance Committee.
Twenty (20) Stewards, from the Twenty (20) recognized Districts as show in Appendix B.
- (b) Employees thus duly certified and recognized as Union representatives shall report to and obtain permission from their first-line manager whenever it becomes necessary to leave their work for the purpose of handling grievances in their respective Divisions or Districts, and shall inform their first-line manager of their intended destination and itinerary and shall report back to their first-line manager at the time they return to work. Upon request, certified Union representatives may be granted use of the telephone at reasonable times to handle grievances within their respective Districts or Divisions. Certified Union representatives may be excused for reasonable periods from their work without loss of pay when handling grievances or disputes in the appropriate steps of this Grievance Procedure. The Local Union President, or his designated representative, may be excused for reasonable periods from work without loss of pay when handling grievances in the Third Step of this Grievance Procedure. Permission to leave work as referred to above will be granted provided such absences do not conflict with the efficient operation of the Plant.

SECTION 2. GRIEVANCE STEPS

Any and all disputes and differences whatsoever, regarding the interpretation, application or meaning of this Agreement, between the Company on the one hand, and the Union or any employees of the Company on the other hand, shall

be exclusively settled in the following manner and there shall be no interruption of the business.

First Step: An employee may allege a grievance under the terms of this Contract and present such grievance to his first-line manager with or without his Union Steward. In such case every effort will be made to provide a Steward as soon as reasonably possible unless near the end of the shift time will not permit. Unless settlement is reached within four (4) work days (the Steward will receive the answer), such grievance may be presented by the Steward in writing to the first-line manager on an appropriate form within the next seven (7) work days. The first-line manager shall give his decision in writing to the Steward within two (2) work days of presentation.

Second Step: A grievance not settled satisfactorily in the First Step may be appealed by the Division Committee person with a copy of the written grievance and a written statement of the reasons for the appeal to the Human Resources Department within five (5) work days.

Within four (4) work days, Human Resources and/or Labor Relations Manager, or his designated representative, will hear any accumulated grievances, which have been appealed in writing. The Labor Relations Manager will consider the grievances and provide a written answer within four (4) work days. The employee's immediate front line manager, other Company representatives, the Steward, and the Committee person representing the District and Division where the grievance originated may attend. If a grievance hearing is scheduled, the hearing will be held unless both parties agree to reschedule. Unless an extension is mutually agreed, the Company will provide a Second Step answer within the specified time.

Grievances arising out of discharge or disciplinary suspension may be initiated at this Second Step and heard at any reasonable time after an employee has protested the action to his immediate first-line manager and has failed to secure a satisfactory settlement. When an employee is called into a discussion which may result in disciplinary documentation including reprimand, suspension or being sent home, he will be provided Union representation if he so requests. A copy of the First-line Manager's Report prepared will be furnished to the Union.

Third Step: The Chairperson of the Grievance Committee, or his designated employee representative, may appeal grievances not settled satisfactorily in the Second Step within ten (10) work days to the Program Manager or his designated representative. The appeal shall be made through the Human Resources Department along with a brief written statement of the reasons for the appeal.

Within ten (10) work days, the Program Manager, or his designated representative, will meet with the Grievance Committee and hear any accumulated grievances, which have been appealed in writing. If a hearing is scheduled, the hearing will be held unless both parties agree to reschedule. Unless an extension is mutually agreed, the Company will provide a written answer within ten (10) work days.

In addition to the aggrieved employee, and the Steward from the District, who may be present if he chooses, other Company representatives, International Representatives of the Union, and the Local Union President, or his designated

representative, may also attend the meeting, provided they have security clearance from the Governmental Agency having jurisdiction if that Agency feels that such clearance is necessary.

SECTION 3. COMPANY DECISION

The answer of the Company in the Third Step shall be final and binding on the last day it is due unless the grievance is withdrawn prior to that date or is appealed to arbitration.

SECTION 4. TIME LIMITS

Any grievances not taken up with the employee's immediate first-line manager within fifteen (15) work days, exclusive of days of excused absence, after knowledge of the occurrence from which the grievance arose cannot thereafter be processed through the Grievance Procedure. A grievance will be considered withdrawn if the decision of the Company is not appealed to the next higher step in the above procedure within five (5) work days after a decision has been rendered by the Company except that appeal to the Third Step may be made within ten (10) work days. If the Company fails to answer a grievance within the specified time limits of this procedure, the grievance will be considered granted by the Company.

SECTION 5. CALCULATION OF TIME

Every reasonable effort shall be made to settle grievances promptly. In the calculation of time limits under the Grievance and Arbitration Procedures in this Article 13 and Article 14, Saturdays, Sundays, and Holidays are excluded. Time limits may be extended by mutual agreement. When working the 4-10 hours work schedule, the Fridays off will also be excluded in the calculation of the time limits.

SECTION 6. CERTIFICATION OF UNION REPRESENTATIVES

The Union shall notify the Company in writing promptly of the appointment or election of all Stewards, Committee persons and officers. Whenever a regular certified Union representative is absent from his job for any length of time, the Union may, if it feels it is necessary, appoint an assistant Steward or Committee person in place of the regular Steward or Committee person and shall notify the Company in writing in advance.

This appointee shall act in this capacity when the regular Steward or Committee person is not working and until the Company is notified by the Union that the appointment is canceled.

SECTION 7. SETTLEMENTS

All settlements of disputes or grievances will not vary the terms of the Contract. Any settlements in the first step will be non-precedent setting.

ARTICLE 14 ARBITRATION

SECTION 1. ARBITRATION RIGHT

If a grievance is not satisfactorily settled by the procedure outlined in Article 13, the grievance may be submitted to arbitration if it involves the interpretation or application of the Contract.

SECTION 2. APPEAL TO ARBITRATION AND AUTHORITY OF ARBITRATOR

Within fifteen (15) days after the decision rendered by the Company in the Third Step of the Grievance Procedure, either party desiring to arbitrate a matter will request the Director of the Federal Mediation and Conciliation Service to submit the names of seven (7) arbitrators. Upon refusal of either party to join in such a request, the other party may make the request. Either party may reject the first list and request another provided they do so within fifteen (15) days. The party rejecting the list will pay the cost of the second list. 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 decision of the arbitrator shall be rendered on the interpretation and application of the Contract solely as it applies to the matter before him and shall not add to, disregard, or modify any of the provisions of this Contract. Such decision shall be final and binding on both parties.

SECTION 3. EXPENSE OF ARBITRATION

The expense and compensation of the arbitrator shall be borne by and divided equally between the Union and the Company. No other joint expenses will be incurred except by mutual written agreement of the Parties. Where the arbitration proceedings involve discussion of classified information, the arbitrator shall be cleared by the Government Agency having jurisdiction if the Agency feels that such clearance is required. Up to two (2) arbitration cases may be arbitrated at one time using the same Arbitrator.

SECTION 4. WITNESSES

In any proceedings under this Article the Company will make every reasonable effort to release from work employees needed as witnesses.

SECTION 5. TIME LIMITS FOR ARBITRATION

Arbitration cases will be requested to be heard within ninety (90) days after an arbitrator has been selected. It is agreed that the parties will jointly request the rendering of a decision within thirty (30) days after briefs have been filed.

ARTICLE 15

MISCELLANEOUS

SECTION 1. NON-BARGAINING UNIT PERSONNEL PERFORMING WORK

Non-Bargaining Unit personnel shall not do Bargaining Unit work normally performed exclusively by the Bargaining Unit. This does not prevent such Non-Bargaining Unit personnel from performing necessary functions such as instruction or assistance to employees, provided the assistance rendered does not displace the person doing the work, or from operating equipment or processes in emergencies or for experimental purposes.

SECTION 2. BULLETIN BOARDS

The Union shall be permitted to use a sufficient number of designated Company bulletin boards for posting notices and announcements of official business. All such notices and announcements shall be submitted to the Company for approval

and posting.

SECTION 3. NON DISCRIMINATION

There shall be no discrimination on the basis of race, color, age, sex, sexual orientation, religion, national origin, disability, veteran status, genetic information, or any other criteria protected by federal or state law.

SECTION 4. TIME LIMITS ON REPRIMANDS

Reprimands time limits will be removed from employees file as follows below:

1. Documented verbal reprimand (remove from employee file in 3 months).
2. Written reprimand (remove from employee file in 6 months).
3. Suspension with or without pay (A suspension may also be used to temporarily remove an employee from the workplace, depending on the severity and nature of the alleged infraction while an investigation is in progress). (remove from employee file in 9 months).
4. 3-5 day suspension with-out pay.(remove from employee file in 12 months).

SECTION 5. EMERGENCY SUPPORT

The Company recognizes the need to support all safety operations at the reservation, including the Fire Department's emergency response capabilities. In order to accommodate evolving safety needs, all emergency support services will be provided by the Fire Department. The Company will add two additional FTE positions to each shift the Fire Department is currently working. These new hires, along with existing Fire Department workers will provide all the necessary support for Emergency Support to the reservation.

SECTION 6. DISCIPLINE

In the event any employee is called before management for the purpose of being reprimanded, receiving disciplinary action, discussing a written grievance, or questioning which could lead to discipline he/she will, if he/she chooses, be allowed to have a Union representative present prior to a meeting with or action being taken against an employee. A release will be signed by the employee if he chooses not to have a Union Representative present. Such representative will be called and made available as soon as possible. The parties agree it is in the best interest of all concerned that disciplinary action be taken in private.

Management will make every effort to take disciplinary action within five (5) days after they would have reasonably known the extent of the problem.

The Parties agree that discipline will normally follow the principles of progressive discipline, depending upon the seriousness of the offense. Disciplinary actions to be taken will include:

- 1) Documented verbal reprimand.
- 2) Written reprimand.
- 3) Suspension with or without pay (A suspension may also be used to temporarily remove an employee from the workplace, depending on the severity and nature of the alleged infraction while an investigation is in progress).
- 4) 3-5 day suspension with-out pay.

5) Termination of employment.

Employee Relations shall notify the Union President at the time of a suspension of any Bargaining Unit employee. At the request of the Union, the Company will meet with the Union President and the Committee person involved for discussions prior to discharge of an employee for cause. The Company will not discipline (discharge, suspend, or issue a reprimand) any employee without just cause.

SECTION 7. DAYLIGHT SAVINGS TIME

Employees working the shift that is impacted by the conversion to Daylight Savings Time, in which the worker is required to work a shift that is one hour less than their normal scheduled day, will be allowed to continue working for that additional hour at the applicable rate of pay.

SECTION 8. LIMITED OPERATIONS

The Company agrees that in the event of a natural disaster in the local area where it becomes unsafe for non-essential employees to travel to or from work, employees missing time will not have the time counted against them, regarding attendance control, so long as the condition exists. Such circumstances will be determined when the Program Manager declares limited operations. During limited operations essential employees who report to work within one (1) hour after the start of their regular shift will be paid their full shift. Employees determined to be essential by the Program Manager are expected to report to work during limited operations.

SECTION 9. REQUIRED TRAINING/CERTIFICATION

Any training or certifications required by the Company, state, or federal law or regulations will be provided or reimbursed by the Company.

ARTICLE 16

HEALTH AND SAFETY

The Union and the Company jointly commit to an approach to safety which is based on Company, Union, and worker involvement.

SECTION 1. HEALTH AND SAFETY PROGRAM

- (a) The parties agree that health and safety is of the highest priority. The Union and Company recognize the importance of maintaining a safe and healthful work environment and shall cooperate to further improve the health and safety programs and to require employees to follow safety policies and procedures as established in order to achieve these objectives. The Company uses 10 CFR 851—Worker Safety and Health Program.
- (b) The Company is responsible for maintaining a safe and healthful work place. The Company shall provide the Union with copies of monitoring reports that contains an exceedance; and other reports upon request. Results of such surveys will be made available to employees who request such information through their supervision.
- (c) Authority to suspend work is extended to all FRNP employees without fear of reprisal. Employees are encouraged to approach all work with a high degree of inquisitiveness. The Company empowers all employees to refuse to perform work that they believe to be unsafe, without fear of reprisal. Work that is

suspected or shown to place workers, the public, or the environment at risk shall be immediately suspended until it can be demonstrated that it is safe to proceed with the work.

- (d) All employees shall be given health and safety training appropriate to their work environment and responsibilities.

SECTION 2. JOINT LABOR-MANAGEMENT SAFETY ADVISORY COMMITTEE

- (a) A joint Labor-Management Safety Advisory Committee (hereinafter referred to in this Article as the "Joint Committee") consisting of six (6) members, three (3) to be selected by the Company and three (3) selected by the Union, will be established to identify and resolve health and safety matters that arise from any and all sources as applicable to FRNP on the Deactivation and Remediation Project and make recommendations for improvements in the safety and accident prevention program.
- (b) The Company will see that the Committee is provided adequate information concerning accident investigation reports and recommendations for accident prevention actions, to enable the members to make knowledgeable recommendations for the disposition of proposed safety actions.
- (c) The Company will also, on request, make arrangements for the Committee to visit the scene of any disabling or other serious accident so that they may have a better understanding of its cause. In the same manner, the Company will arrange for a designated member of the Union Committee to see firsthand, conditions on the Project, which are alleged by an employee to be unsafe and/or detrimental to health. If an accident investigation committee is formed to investigate an accident involving a Bargaining Unit employee, the Union will designate as the Union's representative a Bargaining Unit employee who normally works in the area, or another designated representative, in which the accident occurred.
- (d) The Company will discuss the results of the accident investigation of any disabling or other serious accident with the Committee within three (3) days of completion of the investigation. Accidents of less severity will be discussed at the next Committee meeting.
- (e) Meetings will be held as determined by the Committee, at least monthly, and matters considered by the Committee will be recorded by minutes of the meetings.

SECTION 3. SAFETY EQUIPMENT AND DEVICES

(a) Clothing

1. The Company will continue to make provisions for the safety and health of employees while at work. The Company shall continue its practice of providing safety equipment, devices, and clothing which the Company requires employees to wear., including:
 - a. Safety glasses (including respirator inserts as required) (as provided below).

- b. Coveralls (or scrubs).
 - c. Socks and t-shirts.
 - d. Anti-contamination clothing.
 - e. Work gloves and a hard hat.
 - f. Safety Shoes (as provided below).
 - g. Modesty garments.
2. Appropriate winter clothing will be made available to all members of the Bargaining Unit who may be required to do extensive outside work [two (2) hours or more per day average] during the winter months upon approval of management.

(b) Prescription Glasses

1. The Company shall furnish prescription safety glasses (tinted or otherwise) to employees as required by job assignment with a prescription.
2. Prescription safety glasses will be replaced every two years, unless the prescriptions changes, requiring replacement sooner, or glasses become damaged.

(c) Safety Shoes

1. The Company will furnish a voucher to employees for up to \$225.00 once every 18 months for employees to purchase safety shoes at approved vendors. The Company will ensure that at least one of the locations offer safety shoes Made in the USA. Should an employee require a type of specialty safety shoe, the Company may increase the amount of the voucher on a case by case basis.
2. If an employee's safety shoes become unserviceable, as determined by the Company, due to contamination or damage due to a job-related incident, the Company will provide replacement safety shoes.

SECTION 4. MEDICAL

(a) Records

1. Records relating to the occupational exposure of employees to chemical, radiological and physical hazards shall be maintained by the Company. Such records shall be made available to the employee upon written request, or as required by DOE regulations or any other regulatory oversight.

(b) Physical Examination

1. The Company shall require the following health evaluations for the purpose of providing initial and continuing assessment of employee fitness for duty.
 - a. At the time of employment entrance, a medical placement evaluation of the individual's general health and physical capacity to perform work will establish a baseline record of physical condition and assure fitness for duty.
 - b. Any periodic, hazard-based medical monitoring or qualification-

- based evaluations required by regulations and standards.
- c. After a work-related injury or illness or an absence due to any injury or illness lasting five (5) or more consecutive workdays (or an equivalent time period of 40 hours for those individuals on an alternative work schedule), a return to work evaluation will determine the individual's physical capacity to perform work and return to duty.
 - d. At the time of separation from employment, individuals shall be offered a general health evaluation to establish a record of physical condition.
2. Disagreements that may arise concerning return to work fitness for duty issues that cannot be settled through mutual agreement will be settled by an independent third party board certified doctor that specializes in the field associated with the employee's injury or illness mutually agreed to by the Company and the Union. The Company will pay for the cost of the third party doctor and any associated travel expenses that may be necessary. Any disagreement concerning lost wages will be handled through the Grievance and Arbitration Procedure.

SECTION 5. USW S&H REPRESENTATIVES

- (a) FRNP is committed to partnering with the USW in the area of worker health and safety. Worker safety is the common ground that FRNP and the USW agree to work together for the betterment of the Paducah Deactivation Project.
- (b) FRNP will provide one (1) full time employee (FTE) USW S&H Representatives (for every one hundred USW employees) as an active partner in the safety program. This will be a straight day shift position. If this employee had been working the 12-hour rotating shift, that employee will be paid 42 hours per week. The USW S&H Representatives will be released full time from assigned duties to perform safety and health related duties.
- (c) The S&H Representative is a classification for assignment purposes only and it is an assignment for a three (3) year period. A USW official will submit to the FRNP Program Manager the name of the individual who will function as full-time S&H Representatives with the following general duties:
 1. Be an active participant in incident investigations and safety assessments and implement corrective actions.
 2. Foster communications on safety matters such as Lessons Learned, safety requirements, injury and event information with USW members.
 3. Assist management in the development, preparation, implementation, and improvement of safety initiatives/programs.
 4. Participate in Safety Councils as appropriate.
 5. Assist in the development of appropriate training material and processes for work activities.
 6. Participate as necessary in field safety support including participation in hazard reviews, field walk downs, and work package reviews and employee concerns/complaints.

7. Attend selected pre-job and post-job briefings by attending the meetings, encouraging participation and interaction, identifying and resolving issues, and providing feedback to improve the meetings.
 8. Assists in implementing and improving the safety and health programs at the Paducah Deactivation Project.
 9. Assists in implementation of employee safety concern/complaint programs.
 10. Assists in developing and presenting material to be used in Safety Meetings.
 11. Participates and assists with implementing a Wellness Program.
 12. Encourages and mentors others to foster worker involvement.
 13. Should the Union's S&H Representative not be in agreement with any of the above programs, initiatives, etc. that the Company elects to implement, FRNP and USW will meet to attempt to mutually resolve the issue. If the Parties cannot agree to a resolution, the Representative and/or the Union will have the right to challenge those through the grievance and arbitration procedure.
- (d) FRNP is committed to ongoing safety training for these S&H Representatives. Attendance at appropriate conferences at the regional and national level is supported, as funding permits; and will require DOE approval a year in advance. The Company will pay for four (4) delegates selected by the Union to attend the Governor's Health and Safety Conference and the USW Health, Safety & Environment Conference.
- (e) The assignment of the employee as an S&H Representative will in no way affect their seniority within their permanent classification.
- (f) If problems arise with the worker fulfilling their duties or the worker requests to leave the position as an S&H Representative, FRNP and USW will mutually agree to a resolution that provides a replacement.
- (g) The Company will provide the necessary office space and equipment (i.e. computer, printer, cell phone, office supplies, etc.) to adequately support the job functions.

SECTION 6. NFPA STANDARD

In order to meet and maintain NFPA 1582 Standards, the Company will reimburse employees required to meet that standard, the cost of a gym membership not to exceed \$40 per month per employee. Employees will furnish proof of membership and attendance.

ARTICLE 17 EDUCATIONAL ASSISTANCE PROGRAM

The Company will reimburse up to one hundred (100%) percent of the cost of tuition, laboratory fees, and required textbooks not to exceed the annual IRS maximum, for employees who, while still actively employed and outside their regular working hours, satisfactorily complete qualified courses of study related to Bargaining Unit work in accredited schools or colleges. Applications must be

filed and approved prior to the start of the course. An employee who is receiving Government financial assistance for education is not eligible for reimbursement under this program.

ARTICLE 18
UTILIZATION OF WORK FORCE—SUBCONTRACTING
NON-CONSTRUCTION WORK

Section 1. The Company recognizes a responsibility to utilize all its employees in performance of the scope of work as agreed to in Article 19 Scope of Work and will not subcontract non-construction work as defined in Article 19 Scope of Work assigned to the bargaining unit employees without giving full consideration to the classification assigned the work. The bargaining unit employees will perform the non-construction work:

- Where time limits for job completion will permit;
- Where sufficient qualified personnel are available;
- Where the necessary equipment can be available without significant cost;
- Where the work does not require the use of a specialty contractor or specific warranty requirements.

Section 2. If the work load exceeds the staffing or skills of the work assigned to the employees present within a job classification, work of a short duration [not to exceed ten (10) weeks] may be subcontracted to supplement the work force within the classification. The Company agrees it will not use the previous sentence on a continuing basis to avoid having bargaining unit employees perform non-construction work as outlined in Article 19 Scope of Work; nor will the Company use the previous sentence as a rationale to extend a subcontractor's work by materially adding to the scope of work of the subcontract. However, in the event that it appears that a subcontract may need to be extended for a short period of time [not to exceed three (3) weeks unless agreed to by the Union] due to poor subcontractor performance or a material change in site conditions, the Company agrees to notify the Union of the duration and rationale for the extension.

Section 3. The subcontracting of work will not cause the layoff of bargaining unit employees. Also, subcontracting of work will not be done if qualified former FPDP employees are on layoff and can be available to perform the work if given sufficient notice.

Section 4. If it is necessary to subcontract non-construction work assigned to the bargaining unit, the Company shall inform the Local Union President at least three (3) days prior to the work being subcontracted. Upon request, the Company shall meet with the Local President, or their designee, to give an explanation of the nature of the work, approximate dates, contractor, and the reasons for the Company's decision to subcontract such work.

Section 5. Review of work packages for submittal to DOE for labor standards determination will be done in accordance with the Labor Standards Determination Memorandum of Agreement.

Section 6. Contracted Labor (subcontractor)

Labor Standards Determination

This Memorandum of Agreement will address the process for generating and reviewing Work Scope (WS)/Work Package (WP) Transmittals for the purpose of obtaining labor standards determinations from the Department of Energy for work involving manual labor (except routine maintenance and service functions estimated to cost \$2,000 or less) including work that may be awarded to subcontractors and other vendors who may perform work or provide services on site.

The Company will establish a WS/WP Review Committee (Committee) to prepare, review, and submit work scopes to the DOE Labor Standards Review Committee (LSRC) to obtain the final Labor Standards Determination for specific work scope. The Committee will be comprised of the Company's Manager of Labor Relations, appropriate representatives of the Union (as selected by the Union), the originator(s) of the work package, and representatives of the project management as required. The Committee will be chaired by the Company's Manager of Labor Relations (Chair) or his designee.

The Committee members review the project summary, project scope, project cost, and project justification, as well as attachments and associated work, as submitted by the originator of the WS/WP Review Transmittal (Transmittal). The Chair will furnish the Transmittal(s) ten work (10) days prior to the initial meeting to review the Transmittal(s). Any member of the Committee may request a walk down of the project associated with a Transmittal for clarification, as needed. Upon the request of a member to walk down a project, the Chair will inform other members and coordinate the walk down. After reviewing and discussing the Transmittal, attachments, and associated work, during the Committee meeting, the Committee will determine a recommendation for each activity.

If the Transmittal is acceptable, and the Committee members agree on the recommendation for each activity, then the Committee members will sign and enter comments on the Transmittal.

If the Transmittal or attachments do not contain sufficient information to make a recommendation, or if the Transmittal needs to be corrected, then the Chair will return the Transmittal to the originator with instructions to correct. If revisions are made, the Committee will review the revision at the next Committee Meeting.

If the members of the Committee do not agree on the recommendation for each activity, all sets of differing recommendations and associated comments will be submitted to the DOE-LSRC. The Chair will ensure that all recommendations are completed for the WS/WP Transmittal, prepare a cover letter for submission of the WS/WP Transmittal to the DOE LSRC, provide copies of the Transmittal to Committee members, and submit the Transmittal to the DOE LSRC.

Should it become apparent to the Union that the Chair will not complete the Transmittal in the required time frame; the Union will submit their own response to the WS/WP Transmittal and submit it to the DOE LSRC.

Upon receipt of the determination from the DOE LSRC the parties agree to meet and discuss the proper assignment of personnel to perform the scopes of work. The parties agree to work together to resolve any questions or concerns regarding the assignment of work. Unresolved disagreements regarding assignment of work are subject to the grievance and arbitrations procedure.

This agreement will cover any current and/or future scopes of work transferred to the Contractor for performance under its commercial contract, including any contract modifications and/or change orders, with the DOE as part of the Paducah Deactivation and Remediation project.

The Company with the committee will review the FRNP Paducah Life Cycle baseline on or before the beginning of each fiscal year to understand new or additional work being planned in the upcoming fiscal year. Such meeting will be held at least two weeks before the fiscal year if possible. The Committee will attempt to come to agreement on the assignment of any new or additional work where the assignment has not previously been agreed to. If an agreement cannot be reached during this discussion, the above process will be followed.

Any updates or revisions to any projects will be furnished to the Union within thirty (30) days of notification by DOE.

ARTICLE 19 SCOPE OF WORK

Section 1. This scope of work of this Agreement reflects all non-construction activities currently defined by the DOE Contract No. DE-EM0004895 with the Company for the Paducah Gaseous Diffusion Plant Deactivation and Remediation Project (Project), as well as non-construction activities included in any subsequent modifications (including extension[s]) to that DOE Contract assigned to the USW-represented workforce as defined in Section 1, Article 2 Recognition. Work covered by the Agreement shall consist of non- construction activities that may require process knowledge of and experience with gaseous diffusion technology; and will be limited to those non-construction, bargaining unit activities defined in Section C of the above-referenced DOE Contract performed that have traditionally and historically been performed by USW (or predecessor organizations) on the plant site, subject to the parties agreement with regards to contracting out work, as defined in Article 18 Utilization of Workforce-Subcontracting Non-Construction Work.

For the purpose of this Agreement, construction work will mean the construction of new buildings, major reconfiguration or modification of the structure of existing buildings, and the building of new roads and bridges.

The scope of work of this Article does not include roofing, well drilling, paving, and electrical work outside the complex.

Section 2. Notwithstanding the definition of the scope 2 of work agreed to by the Parties in Section 1 above, there are significant elements of work scope (such as asbestos removal; most decommissioning and demolition work) which had been performed by the USW-represented workforce at the Paducah Gaseous Diffusion Plant site prior to award of the Deactivation Project Task Order. These elements

of work scope have been subcontracted consistent with the Company's proposed (to DOE) technical approach and/or Small/Local Business subcontracting requirements for the Project Task Order. Such work scope, for the most part, would be part of future work after deactivation.

The Union may request to meet with the Contractor awarded any continued deactivation and future demolition and decommissioning work after completion of the Deactivation Task Order to discuss scope of work for USW-represented workers. The Company agrees to inform the new Contractor of the work scope that had been performed by the Union and will attempt to facilitate such a meeting if requested by the Union.

ARTICLE 20 BENEFITS

The Company and the Union hereby agree upon the maintenance of Benefit Plans for the Bargaining Unit employees represented by the Union at the Company's Paducah Plant, subject to the following terms and conditions:

Employee benefits that are set forth in this Agreement shall include:

1. Retirement Plans
 - a. Defined Benefit Pension Plan (USW Career Pension Plan for Appendix A), USW Represented Employees for a specific subset of members meeting eligibility.
 - b. Defined Benefit Pension Plan, East Tennessee Technology Park (ETTP), for a specific subset of VNS members meeting eligibility.
 - c. Post-Retirement Medical Benefit Plan USW Career HRA Plan (for a specific subset of members meeting eligibility). Plan closed to new entrants.
 - d. Post-Retirement Medical Benefit Plan USW Career HRA Plan Amended to allow previous VNS USW non-grandfathered employees who are on the active rolls of VNS on the date of ratification and transition to FRNP eligibility. Plan closed to new entrants.
 - e. Previous VNS Grandfathered Employees will remain in the MEWA retiree medical plan.
 - f. Defined Contribution Savings 401(k) Plan.
2. Group Healthcare Plan
 - a. Medical to include prescription drug coverage and Health Savings Account
 - b. Dental
 - c. Vision
 - d. Basic and Voluntary Life Insurance and Accidental Death & Dismemberment Plan
 - e. Basic Short-Term Disability Plan
 - f. Basic Long-Term Disability Plan
 - g. Employee Assistance Plan
 - h. Flexible Spending Accounts
 - i. Business Travel

PART 1—RETIREMENT PLANS

Any employee covered by this Agreement who is not or was not a USW represented employee performing services under the DOE contract applicable to FRNP on or before 8-21-2019 shall not be eligible for, participate in, or be entitled to vesting service, benefit service, or any benefit accruals (whether retroactive or prospective) or any other benefits under the USW Career Pension Plan for Appendix A USW-Represented Employees (Paducah), East Tennessee Technology Park Pension Plan for Grandfathered Employees (MEPP), the East Tennessee Technology Park Retiree Medical Benefit Plan (Retiree MEWA), the East Tennessee Technology Park Health and Welfare Benefit Plan (MEWA), or associated retiree plans in addition to any similar plans which existed immediately prior to the date of the employee's employment by FRNP unless the USW Career Pension Plan for Appendix A USW Represented Employees (Paducah), MEPP, the Retiree MEWA, MEWA, or associated retiree plans are specifically amended to provide for additional eligibility for, participation in or entitlement to vesting service, benefit service or any benefit accruals or any other benefits after the employee's first date of employment by FRNP.

(a) Defined Benefit Pension Plan:

- 1) Defined benefit pension plan coverage for:
 - a. Any former United States Enrichment Corporation (USEC) USW-represented employees hired by USEC prior to March 31, 1998, and on the USEC at-risk list dated September 4, 2014 provided by USEC to FFS, or
 - b. any former USEC USW-represented employee hired by USEC prior to March 31, 1998 who were involuntarily separated (verified in writing by USEC) from USEC between May 23, 2013 to October 20, 2014, and
 - c. those individuals identified in a or b above who were hired by FFS into a USW-represented position and was continuously employed from the date of hire to date of ratification of the new collective bargaining agreement between FFS and USW.
- 2) 1.2% multiplier for all service.
- 3) Benefit services is defined as service from plan entry, rather than using all service and then offsetting by the USEC formula. Eligibility service for a regular pension or any early retirement options shall include all years of site service with USEC, FFS, or FBP.
- 4) A three year, age 62, wrap around early retirement option for pre-March 31, 1998 employees; limited to those employees who meet the Rule of 85 requirements and are between the ages of 62 and 65, at time of retirement.
- 5) The DB is considered an "all or none" benefit meaning all eligible individuals must participate in that plan and that those individuals are not eligible to participate in the Non-Elective Contribution to the defined contribution plan.

- 6) The DB Plan will be administered in accordance with the final, approved Plan Document; and in compliance with related provisions of DOE Order 350.1.
- (b) East Tennessee Technology Park (ETTP) Pension Plan-Eligible active VNS employees who have received plan eligibility determination at the time of transfer will remain in the ETTP Pension Plan for Grandfathered Employees.
 - (c) Post-Retirement Medical Benefits Plan:
 - 1) Post-retirement medical benefit plan coverage for:
 - a. Any former United States Enrichment Corporation (USEC) USW-represented employees hired by USEC prior to April 1, 2005, and on the USEC at-risk list dated September 4, 2014 provided by USEC to FFS, or
 - b. any former USEC USW represented employee hired by USEC prior to April 1, 2005 who were involuntarily separated (verified in writing by USEC) from USEC between May 23, 2013 to October 20, 2014, and
 - c. those individuals identified in a or b above who were hired by FFS into a USW-represented position and was continuously employed from the date of hire to date of ratification of the new collective bargaining agreement between FFS and USW.
 - d. Amend the USW Career HRA plan to allow previous VNS USW non-grandfathered employees, who are not eligible at the date of ratification to participate upon reaching eligibility into the Pre-65 and Post-65 FRNP retiree medical plan.
 - e. Previous VNS USW Grandfathered employees at the date of ratification will remain in the MEWA retiree medical plan.
 - 2) The PRB plan or new comparable program (e.g. stipend/market place plan) shall provide benefits at least substantially comparable to those provided under the USEC retiree health insurance program. Eligible retirees will receive a one-time option to enroll in the new post-retirement medical benefits program and cannot be participating in any other group retiree medical plan.
 - 3) For Medicare eligible retirees, an annual company contribution would be made into an HRA and would begin at \$2,400 for the Retiree and the same for qualified Dependent(s). The amount will be reviewed annually.
 - 4) The plan sponsor will engage a third party to administer this plan and disburse the stipend per guidelines established by the plan sponsor and in accordance with IRS regulations.
 - 5) The PRB Plan will be administered in accordance with government regulations and with related provisions of DOE Order 350.1.
 - (d) Defined Contribution Savings 401k Plan:

The Company will provide a 401k plan for bargaining unit employees with an IRS defined Safe Harbor Company Match of 100% on the first 4% of an

employee's contribution. Vesting in the Company's matching contribution shall be immediate.

As a feature of the FRNP Defined Contribution Retirement Plan 401k, the Company will provide a Non-Elective Contribution annually for employees not eligible for the USW career pension and/or ETTP pension for grandfathered employees (MEPP). Previous VNS eligible employees on the role at ratification will continue to receive a non-elective contribution of 5.8% per year of the applicable hourly wage for every hour worked. The contribution for FRNP eligible employee will increase from 3% to 5.8% per year of the applicable hourly wage for every hour worked effective January 01, 2020.

Employees eligible for the DB plan may continue to contribute to the 401k plan as provided above and are eligible to receive Company contributions to include matching contributions; but are not eligible to receive the Non-Elective Contribution.

Employees eligible for the PRB plan (but not also eligible for the DB Plan) may continue to contribute to the 401k plan; and are eligible to receive Company contributions.

PART 2—GROUP HEALTHCARE PLANS

- Since VNS bargaining unit grandfathered and non-grandfathered employees are moving from the active MEWA medical, dental, vision plans to the FRNP active medical, dental, vision plans—the previous VNS bargaining unit grandfathered and non-grandfathered employees who elect to participate in the FRNP PPO Medical Plan option will receive an annual \$1,000 stipend for employee only coverage or a \$2,000 stipend for employee plus dependent. (Spouse and/or children) for two years, effective January 1, 2020 and January 1, 2021.
- Participation in MEWA, medical, dental, and vision plans for VNS employees will continue with their current benefit elections through December 31, 2019. Previous VNS employees who become FRNP employees will have the opportunity to enroll in the FRNP active medical, dental, and vision plans during the annual open enrollment period, with an effective date of benefits of January 01, 2020.
 - (a) The Company shall maintain a comprehensive Medical Plan (including prescription drug coverage) to include two different plan options:
 - A Consumer Directed Healthcare Plan (CDHP) option with corresponding Health Savings Account (HSA) for which active employees will have a contribution rate of 10% of the cost of the plan for Employee Only coverage, and 20% for Employee Plus Dependents coverage, throughout the term of the Agreement. This is the default plan and is known as the Core Plan.
 - A Preferred Provider Organization (PPO) Plan option for which active employees will have a contribution rate of 25% for Employee

Only coverage, and 30% for Employee Plus Dependents coverage, throughout the term of the Agreement.

- (b) The Company will continue to maintain the current HSA Plan for the duration of the Agreement with the same benefit levels. For each year that an employee elects to participate in the HSA Plan, the Company will contribute \$1,000 for an employee participating as a single employee and \$2,000 for an employee participating as family. This contribution will be split into two payments made in January and July.
- (c) The Company shall maintain a Dental Plan that covers diagnostic and preventive care, in addition to basic and restorative dental work such as crowns and root canals. The active employee contribution rate will be 20% of the cost of the Dental Plan.
- (d) The Company shall maintain a Vision Plan that covers routine vision services and materials such as frames, lenses or contacts. The active employee contribution rate will be 20% of the cost of the Vision Plan.
- (e) The Company shall maintain a Plan offering basic term life insurance and accidental death & dismemberment coverage in the amount of 1x annual base salary at no cost to the employee. Eligible employees will also be able to purchase additional coverage for themselves and/or eligible dependents. Formerly VNS USW will remain under the MEWA provided Life Insurance.
- (f) The Company shall maintain a Short-Term Disability Plan (STD Plan) designed to provide partial salary continuation if you are totally disabled and unable to perform your job because of illness or injury at no cost to the employee. Benefits will be 65% of base pay and begin after a 7 calendar day waiting period and approval by the insurance company.
- (g) The Company shall maintain a Long Term Disability Plan (LTD Plan) designed to provide partial income protection benefits for employees who are continually disabled for six months or more at no cost to the employee. Benefits will be 60% of base salary beginning after a 26 week waiting period and approval by the insurance company.
- (h) The Company shall maintain an Employee Assistance Plan (EAP) in an effort to help the employee deal with personal problems that might adversely impact their job performance, health, and well-being at no cost to the employee. This program may include free short-term counseling and referral services for employees and their household members.
- (i) Employees may participate in a Flexible Spending Account, if participation allows the plan to pass the IRS testing. Flexible Spending Accounts (FSA) permit you to set aside money for health care and/or dependent care expenses before taxes are calculated on your salary; thereby reducing your taxable income.
- (j) The Company shall maintain Business Travel Accident insurance that provides additional benefits in the event an employee is hurt or passes

away during an authorized business trip. This coverage is in addition to the employee's life insurance and provided at no cost to the employee.

- (k) The Company may provide other voluntary benefits.

PART 3—GENERAL PROVISIONS

- (a) The Company shall retain the right to arrange through an insurance company(s) or other carrier(s) for coverage providing the benefits under the Group Medical, Dental and Vision Insurance Plans. The current fully insured plans are purchased through Anthem Blue Cross Blue Shield (hereinafter referred to as the “Insurance Company”). Disability and Life Insurance Plans are fully insured and purchased through CIGNA.

Appeals will follow the appeal process as detailed in each Benefit Plan Document.

- (b) Benefits under the Group Insurance Plans, for eligible employees who participate in the Plan are governed by the Benefit plan documents. The Company will conduct a Benefits Value Study and Cost Study in accordance with the FRNP contract requirements to ensure benefits are under the 105% maximum benchmark.
- (c) Participation in the Group Insurance Plan shall be on a voluntary basis. Under the Patient Protection Affordable Care Act (PPACA), employees are defaulted into the lowest medical plan, but do have the option of waiving coverage within the enrollment period and/or based on a qualified life event. FRNP has designed the CDHP as the default plan.

ARTICLE 21

TERM OF CONTRACT

Section 1. This Contract shall become effective upon ratification and shall continue in effect until 11:59 pm, on the last day of the current Contract June 19, 2022, and year to year thereafter, unless written notice is given by either party sixty (60) days prior to the expiration date (June 19, 2022) that it desires to terminate or modify the provisions of this Contract.

If DOE Contract No.DE-EM0004895 is extended beyond June 19, 2022, this Contract will automatically be extended until the end of the DOE contract. However, the Company agrees, upon notice and request from the Union, if notified sixty (60) days prior to June 19, 2022, or in any year thereafter should notification not be given per the paragraph above, to reopen negotiations over the subject of wages only, unless mutually agreed to negotiate over other subjects. If agreement cannot be reached by June 19, 2022, either Party will have the right to terminate the Agreement with five (5) working days' notice.

All other provisions of the contract shall remain enforceable and effective during any extension period and through the termination of the contract, unless otherwise modified as provided herein.

Section 2. Renegotiation Notice

Notice of request for renegotiation shall be sent by registered mail to the following:

(Staff Representative) United Steelworkers

11838 Capital Way

Louisville, KY 40299-6332

(Labor Relations Manager)

Four Rivers Nuclear Partnership, LLC

5511 Hobbs Rd.

Kevil, KY 42001

Section 3. The Company agrees that if DOE replaces the Company as the entity contracted to perform work under DOE Contract No. DE-EM0004895, the Company shall inform the new contractor of the existence and terms of the collective bargaining agreement.

In addition, the Company agrees that if during the life of this Contract it sells, leases, transfers or assigns the operations covered by DOE Contract No. DE-EM0004895, it shall inform the purchaser, lessee, transferee or assignee of the exact terms of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives:

Four Rivers Nuclear Partnership, LLC, Paducah Deactivation Project

Jeff Williams, Labor and Employee Relations Jacobs

Kim Terrell, Human Resource Manager FRNP

Kent Gordon, Labor Relations Manager FRNP

United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC

Thomas Conway, International President

John E. Shinn, International Secretary-Treasurer

D. R. McCall, International Vice President (Administration)

Fred Redmond, International Vice President (Human Affairs)

Ernest R. Thompson, Direct, District 8

Chris Ormes, Sub Director

Brandon Duncan, Staff Representative USW District 8

LOCAL UNION COMMITTEE



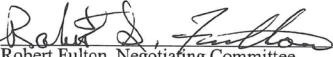
Donna Steele, President USW 550



Gary Wilson, Unit Vice President



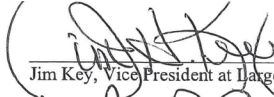
Corey Howard, Negotiating Committee



Robert Fulton, Negotiating Committee



Nick Suiter, Negotiating Committee



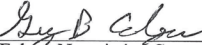
Jim Key, Vice President at Large



William Clark, Negotiating Committee



Brad Berry, Negotiating Committee



Greg Enlow, Negotiating Committee



Todd Smithson, Negotiating Committee

APPENDIX A
JOB CLASSIFICATION GROUP LISTING

The Seniority Provisions of this Contract as set forth in Article 12 shall be administered by the following job classification groups.

<u>Group</u>	<u>Job Classification</u>
1	Electrician
2	Mechanic
3	Instrument Technician
4	Heavy Equipment Operator
5	Truck Driver
6	Firefighter
7	Operator
8	General Laborer
9	Painter
10	Carpenter
11	RCT Senior
12	Junior RCT

Should other classifications be added to the bargaining unit, those will be added as new groups to the above listing.

WAGE SCHEDULE

Classification	Start Rate	Oct. 2018	Oct. 2019	Oct. 2020	Oct. 2021
Electrician	33.92	35.60	37.37	38.12	38.88
Electrician (formerly VNS)	37.37	37.37	37.37	38.12	38.88
Operator	33.92	35.60	37.37	38.12	38.88
Operator (formerly VNS)	37.37	37.37	37.37	38.12	38.88
Heavy Equipment Operator	33.92	35.60	37.37	38.12	38.88
Heavy Equipment Operator (formerly VNS)	37.37	37.37	37.37	38.12	38.88
Mechanic	33.92	35.60	37.37	38.12	38.88
Mechanic (formerly VNS)	37.37	37.37	37.37	38.12	38.88
Firefighter	33.92	35.60	37.37	38.12	38.88
Instrument Technician	33.92	35.60	37.37	38.12	38.88
Truck Driver	25.70	29.14	32.57	33.22	33.88
Truck Driver (formerly VNS)	32.57	32.57	32.57	33.22	33.88
General Laborer	24.67	25.89	27.17	27.71	28.26
Painter (formerly VNS)	37.37	37.37	37.37	38.12	38.88
Carpenter (formerly VNS)	37.37	37.37	37.37	38.12	38.88
RCT Senior (formerly VNS)	37.37	37.37	37.37	38.12	38.88
RCT Junior (formerly VNS)	32.57	32.57	32.57	33.22	33.88

- FRNP Bargaining Unit employees will receive a 4.96% wage increase on October 1, 2018; such retroactivity will be paid on straight time hours only. Retroactive payments will be made within 30 days of ratification date of contract. Additionally, a 4.96% wage increase will be effective on October 1, 2019.
- 2% wage increase effective October 1, 2020 for FRNP Bargaining Unit Employees (inclusive of previous VNS Bargaining Unit Employees).
- 2% wage increase effective October 1, 2021 for FRNP Bargaining Unit Employees (inclusive of previous VNS Bargaining Unit Employees).
- VNS Bargaining Unit employees who were on the VNS payroll as of October 1, 2018 and are still active will receive a lump sum payment of \$2,000.00 in lieu of a general wage increase for fiscal year 2019.
- Former VNS Bargaining Unit employees who are on the VNS payroll at the date of ratification and transition to FRNP will receive a lump sum payment of \$2,000.00 in lieu of a general wage increase effective October 1, 2019.
- Signing bonus of \$4,000 for represented VNS employees for CBA ratification on first vote, payable within 10 days of ratification date.

APPENDIX B

STEWARD DISTRICTS AND COMMITTEE DIVISIONS

The following Plant Committee Divisions and Steward Districts are recognized for the purpose of Union Representation in the Plant in accordance with Article 13.

<u>Committee Division</u>	<u>Steward District*</u>
<u>Operations</u>	Operator A Shift Operator B Shift Operator C Shift Operator D Shift Operator Days
<u>Maintenance</u>	**Instrument Technician Days **Mechanic Days **Electrician Days
<u>General Laborer, Truck Driver, Heavy Equipment Operator (HEO, Painter, Carpenter</u>	**General Laborer Days, Truck Driver Days, HEO Days **Painter Days, Carpenter Days
<u>Firefighter</u>	A Shift B Shift C Shift D Shift Days
<u>RCT Senior, RCT Junior</u>	A Shift B Shift C Shift D Shift Days

*Once any Steward District exceeds 25 bargaining unit members in the District, an additional Steward will be added by the Union and recognized by the Company. For each additional 25 bargaining unit member in a District, an additional Steward will be added by the Union and recognized by the Company.

**Should employees in these classifications be put on rotating shifts, the Company and the Union will meet and negotiate the number of Stewards to adequately provide representation to shift workers in these classifications.

**APPENDIX C MEMORANDUM OF UNDERSTANDING
HOURS OF WORK LIMITATIONS**

Except in an emergency or as provided below, employees should not be allowed to work more than:

1. 16 consecutive hours.
2. 16 hours in any 24-hour period.
3. 26 hours in any 48-hour period.
4. 72 hours in any 7-day period.

In counting consecutive hours of work, the unpaid lunch and/or shift turnover period where applicable shall be excluded.

An employee who has worked 16 consecutive hours will not be permitted to return to work until eight (8) hours have elapsed immediately following the 16 consecutive hour work period. Such employee will be paid his/her basic straight-time rate for any portion of his/her regularly scheduled shift, which he/she was not permitted to work.

If, in the event of a scheduling error, an employee works overtime that disqualifies the employee from working on a scheduled day of work, or an employee reports for an overtime opportunity that is not allowed by the above limitations, the employee shall have the option to work his scheduled, day, or the overtime opportunity, but shall be given assignments not directly related to Plant operation activities such as required training, reading, procedure review, and material/equipment inventory. The employee may, however, decline to work the scheduled day or the overtime opportunity. In such event, the employee shall neither be paid for the declined work nor charged with either an absence or for declining an overtime opportunity.

**APPENDIX D
PTO VACATION REGULATIONS**

The following regulations govern the application of the Paid Time Off (PTO) provisions as set forth in Article 11 of the Contract to the scheduling of vacation.

- (a) All PTO vacation requests must be approved by the responsible manager and are contingent upon staffing levels, business demands and relief availability.
- (b) Staffing levels will be determined per Appendix D Vacation Listings. The number of employees who are on PTO at the same time may be fifteen percent (15%) of the employees on the Vacation Listings. A minimum of one (1) employee will be allowed on vacation in each Vacation Listing group. Consistent with the provisions of paragraph (a) above, up to twenty (20) percent of employees on vacation lists may schedule during spring and fall school breaks, Thanksgiving, and Christmas (last 2 weeks of year) weeks.
- (c) All weeks will be available for prescheduling. The vacation year will be the calendar year.
- (d) Scheduled PTO vacation weeks will be determined by polling in order of seniority using the employees bargaining unit seniority as defined in Article 12.

- (e) PTO vacation weeks will be polled during the first two weeks in January one week at a time through the entire group in the Vacation Listings with all employees having an opportunity to schedule a week off. Once each employee in their respective group has selected a week, the process is repeated again beginning with the most senior employee. On the third polling pass, employees may schedule the rest of their remaining PTO vacation at one time by seniority.
- (f) Employees do not have to schedule all PTO that is available. PTO can be left unscheduled for use at a later date and can be taken in any increment, at any time, as approved by management.
- (g) PTO requests will be handled on a first come first serve basis after polling is completed in (e) above. Management will allow a greater number than the fifteen percent (15%) mentioned in (b) above if Management determines there will be no negative effects. Request should be made as soon as possible to allow for planning /relief polling. Simultaneous request for time off will be granted on the basis of seniority in accordance with (d) above.
- (h) Changes to pre-scheduled vacation weeks are contingent on availability and management approval and are only permitted after all employees in the group have had the opportunity to schedule at least two weeks PTO vacation each year.
- (i) If an employee retires, resigns, is laid off, is discharged, or dies, he, or his survivors, will be paid for any accrued PTO which has not been taken.
- (j) An employee may carry a maximum of 240 PTO vacation hours forward into the following year.
- (k) In the event of separation, payment will be made for all earned, but unused, PTO.

VACATION LISTING

CLASSIFICATION*

NEW LISTING

Maintenance:

Maintenance Mechanics

- a. S&M: Days
S&M; A Shift
S&M; B Shift
S&M; C Shift
S&M; D Shift
- b. S&D: Days
S&D; A Shift
S&D; B Shift
S&D; C Shift
S&D; D Shift

Instrument Mechanics

- a. S&M: Days
S&M; A Shift
S&M; B Shift
S&M; C Shift

	S&M; D Shift
	b. S&D: Days
	S&D; A Shift
	S&D; B Shift
	S&D; C Shift
	S&D; D Shift
<u>Electrical Mechanics</u>	a. S&M: Days
	S&M; A Shift
	S&M; B Shift
	S&M; C Shift
	S&M; D Shift
	b. S&D: Days
	S&D; A Shift
	S&D; B Shift
	S&D; C Shift
	S&D; D Shift
<u>Heavy Equipment Operators</u>	All
<u>Truck Drivers</u>	All
<u>Fire Fighters</u>	All
<u>Laborers</u>	All
<u>Carpenter</u>	All
<u>Painters</u>	All
<u>Senior and Junior RCT Operators:</u>	All
	<u>Utility; Days</u>
	Utility; A Shift
	Utility; B Shift
	Utility; C Shift
	Utility; D Shift
	<u>Power; Days</u>
	Power; A Shift
	Power; B Shift
	Power; C Shift
	Power; D Shift
	<u>Facilities; Days</u>
	Facilities; A Shift
	Facilities; B Shift
	Facilities; C Shift
	Facilities; D Shift
	<u>Waste; Days</u>
	Waste; A Shift
	Waste; B Shift
	Waste; C Shift
	Waste; D Shift

(S&M means Surveillance & Maintenance)

(S&D means Stabilization & Deactivation or DEAC)

SHIFT PREFERENCE LISTING

CLASSIFICATION* NEW LISTING

Maintenance:

Maintenance Mechanics One Group

Instrument Mechanics One Group

Electrical Mechanics One Group

Heavy Equipment Operators One Group

Truck Drivers One Group

Fire Fighters One Group

Laborers One Group

Carpenter One Group

Painter One Group

Senior and Junior RCT One Group

Operators: Group 1 - Utility
Group 2 - Facilities
Group 3 - Power
Group 4 - Waste

OVERTIME LISTING

CLASSIFICATION* NEW LISTING

Maintenance:

Maintenance Mechanics Group 1 – S&M

Group 2 – S&D

Instrument Mechanics Group 1 – S&M

Group 2 – S&D

Electrical Mechanics Group 1 – S&M

Group 2 – S&D

Heavy Equipment Operators One Group

Truck Drivers One Group

Fire Fighters One Group

Laborers One Group

Carpenter One Group

Painter One Group

Senior RCT One Group

Junior RCT One Group

Operators:

Utility; Days
Utility; A Shift
Utility; B Shift
Utility; C Shift
Utility; D Shift
Power; Days
Power; A Shift
Power; B Shift
Power; C Shift
Power; D Shift

Facilities; Days
Facilities; A Shift
Facilities; B Shift
Facilities; C Shift
Facilities; D Shift

Waste; Days
Waste; A Shift
Waste; B Shift
Waste; C Shift
Waste; D Shift

(S&M means Surveillance & Maintenance)

(S&D means Stabilization & Deactivation or DEAC)

APPENDIX E

COMPANY SERVICE CREDIT RULES

- (a) Company Service Credit is based upon service with the Company and prior employment by USEC, DOE contractors or DOE first or second tier subcontractors at the Paducah site.
- (b) Company Service Credit will be recognized for the purpose of calculating PTO accrual rate, benefits eligibility and vesting, as well as any other purposes as may be outlined in this Agreement or agreed to by the Parties.
- (c) In case an employee is laid off by the Company or any company outlined in (a) above on account of reduction in force and through no fault of his own.
 - a. If such layoff continues not more than four (4) consecutive years, Company Service Credit will be given for service prior to such layoff.
 - b. If such layoff continues more than four (4) consecutive years, no Company Service Credit will be given for service prior to such layoff.
- (d) In case of absence or absence with leave for a reason other than disability, which is authorized by the local management, employment will be considered as continuous without any deduction if it does not exceed three (3) months. However, in case such absence does exceed three (3) months, the period of

absence in excess of three (3) months (EXCLUDING MILITARY LEAVE AND UNION OFFICIAL LEAVE) will not be considered as Company Service Credit unless otherwise authorized by the local management. If an employee who is thus absent fails to return to work when able to do so and at the time designated by the Company, he will be considered as voluntarily terminating his employment and his Company Service Credit shall end as of the date on which such absence commenced.

- (e) In case of rehire subsequent to voluntary termination of employment, credit will be given for service only since last date of rehire by the Company unless such employee was rehired within three (3) months after his voluntary termination, and the local management deems it to be in the interest of the Company to authorize credit for service prior to such voluntary termination.
- (f) In case of rehire or reinstatement subsequent to discharge for cause or resignation at the Company's request, credit will be given for service only since last date of rehire or reinstatement by the Company, unless otherwise authorized by the local management.

**ATTACHMENT 1
MEMORANDUM OF AGREEMENT**

Task Order No. DE-DT0007774 Hiring Preference

FRNP's Paducah Gaseous Diffusion Plant Deactivation and Remediation DE-EM0004895 Workforce Transition and Employee Hiring Preference

The intent of this Memorandum is to allow employment opportunities for laid off USW members on the Paducah Plant Site and to comply with Task Order No. DE-DT0007774 (the Task Order), particularly the hiring tier in Section H.103. The Parties agree that this Memorandum takes precedent over Article 12, Section 4 for a limited period of time as outlined below. During the time period of the initial transition through the period of time outlined in Number 5 below, the following shall apply:

- (1) As bargaining unit positions become available to be filled, the Company will contact the Local Union and give the classifications to be filled and the number of positions in each classification.
- (2) The Local Union will contact laid off individuals on the site wide seniority list in order of seniority that may qualify for the open positions and instruct them in filling out an application for employment. The Local Union may fulfil this requirement by posting the jobs on the Local Union's website.
- (3) Individuals who apply for the open positions will be hired following the hiring tier in the Task Order providing no problems surface during the hiring process. Any problem(s) that may surface during the hiring process that may prevent the Company from hiring an individual will be discussed with the Local Union and an attempt will be made to correct the problem so the individual may be offered employment.
- (4) The Parties recognize that, per H.103(A) of the Task Order employees at LATA-KY will be given the right of first refusal for positions to perform "same

or similar services” when such services are transitioned to Fluor. Per the Task Order, this will be a 90 day period after Fluor’s first date for the performance of this “same or similar services”.

- (5) This Memorandum shall remain in effect until all individuals on the Union’s site wide laid off list have had a “chance for employment”. A “chance for employment” shall mean that the individual has been contacted by the Local Union concerning applying for an open position and that individual did not apply or applied and was refused employment for legitimate reasons documented to the Local Union. The Company and the Union will meet after the period in number 4 and then bi-monthly to review if this requirement has been fulfilled. The Parties may mutually agree that all individuals have had a “chance for employment”.
- (6) After all individuals on the Local Union’s sited wide laid off list have been given a “chance for employment”, Article 12, Section 4 will be used to fill open bargaining unit positions.

*Historical Reference

**ATTACHMENT 2
MEMORANDUM OF AGREEMENT
PRESERVATION OF PTO ACCRUAL**

Upon the initial hiring of employees, the Company hired certain USW represented employees that terminated their employment from other USW represented contractors on the Paducah site and immediately were hired by the Company. The Company has continuously counted these employees past Company Service Credit with other contractors for the purposes of PTO accrual, although, based on those Collective Bargaining Agreements (CBAs) at the other contractors and the practice on the plant site, employees who terminate their employment has their Company Service Credit broken at the time of the employee’s termination of employment.

The Parties recognize that these former USW represented contractor employees would accrue PTO at a different rate under the Parties newly ratified CBA than they were before the CBA was ratified. The Parties agree that they do not desire to reduce these employees PTO accrual rate from the rate they have accrued since their hiring.

The Parties have therefore mutually agreed that these employees will have their PTO accrual rate continue to be based on the Company Service Credit date that the Company assigned to them before the CBA ratification. These employees will continue to use this Company assigned Company Service Credit date for PTO accrual for as long as they remain an employee of the Company.

*Historical Reference

ATTACHMENT 3
MEMORANDUM OF AGREEMENT

CHRONIC BERYLLIUM DISEASE PREVENTION PROGRAM

The Company is implementing the medical surveillance portion of its Chronic Beryllium Disease Prevention Program (the Program) as required under U CFR Part 850. As part of the bargaining concerning the Program, the Parties have agreed to this Memorandum to alleviate concerns expressed by the Union.

The Parties agrees to the following:

- The Program is strictly voluntary. If an employee does agree to enter the Program, the employee may withdraw from the Program at any time.
- Before a USW-represented employee is presented with the Program consent form to sign to enter the Program, the Company will offer to facilitate a meeting with an individual of the Union's choosing to provide guidance concerning the program. Should the employee inform the Company that they do not wish to meet with the individual chosen by the Union, the employee will be required to sign a form saying such.
- The Company will furnish the Union an up to date list every six (6) months of the number of employees the Company has a record of being beryllium sensitive or having chronic beryllium disease.
- The Company will furnish the Union an up to date list every six (6) months of all known locations on the site where beryllium is above the action level in IOCFR Part 850.23 (0.2 ng/m³).
- The Company will provide the Union a copy of the specific exposure reduction and minimization goals per 10CFR 850.1 (b)(3)(iv).
- The Company will immediately notify the Union of any "beryllium emergency" (as discussed in Part 850).
- The Company will not deny an employee work and earnings based solely on the employee being beryllium sensitive or being diagnosed with chronic beryllium disease. This includes an employee who voluntarily participated in the Program and is in the Medical Removal Protection part of the Program.
- The Company will not release any employees' medical records associated with the Program to any of employees' future employers, except where contractually or legally required.
- In all cases where the Program and the Collective Bargaining Agreement (CBA) are in conflict, the CBA will apply unless the parties agree otherwise.

I have been offered the opportunity to meet with an individual chosen by the Union to provide guidance concerning entering the medical surveillance portion of the Company's Chronic Beryllium Disease Prevention Program, and I have already met with or declined to meet with that individual.

Employee Signature

Date

Witness

Date

Memorandum of Agreement
COVID 19 Pandemic

Both parties agree to this MOA on a no practice, non-precedent setting basis. This MOA will become effective 12:01 AM CST, Wednesday, March 25, 2020.

On Monday, March 23, at 6:00 p.m., in cooperation with the ongoing fight against the spread of the novel coronavirus (COVID-19), the Department of Energy's Portsmouth Paducah Project Office (PPPO) began focusing on minimum mission-critical activities and maximize telework at the Paducah and Portsmouth cleanup sites. This temporary measure will allow DOE and contractors to maintain mission-critical operations in an environment that minimizes widespread exposure to the virus.

USW employees will be paid through one of the following scenarios:

Employees identified as necessary to continue critical operations, and will remain on site will be paid in accordance with the Collective Bargaining Agreement (CBA).

FRNP's Occupational Medicine provider will have a medically qualified designated person(s) at the site prior to every shift change, to monitor all incoming employees, which may include an employee's temperature.

Employees who are identified as not performing mission critical activities, and are not eligible for telework will follow the below time charging practices.

USW personnel paid under H11WSF are on standby, equivalent to a 4/10 schedule (Monday-Thursday)

Personnel who are not on site but getting paid under H11WSF are on standby, if called in to the site (Monday-Thursday) will be paid straight time for normal 4-10 schedule shift per contract. If call-in exceeds, or is outside of the normal 4-10 shift work hours, employees will be paid at a rate of 1 ½ times for all hours worked outside of the normal work shift.. 1 ½ time goes into effect for time over the normal 10 hours per day, and 40 hours in the weekly pay period. Any time outside of this schedule would be paid overtime per contract.

Personnel who are not on site but on standby and getting paid under H11WSF will be compensated for holiday pay not to exceed 40 hours (inclusive of 10 hours holiday pay) for the entire week.

Those working on site will charge their time as normal when there is a holiday.

Should FRNP need to call a classification of workers back to the site during this phase of minimum mission-critical activities, management will determine the appropriate qualified

workers and call back workers that have historically performed this work. FRNP will make every effort to give employees 24 hours' notice and communicate with USW Local 550 Leadership as situations arise. Employees will be sent home once the work is complete.

FRNP and USW will work together to obtain a list of trained and qualified USW workers who can perform COVID-19 sanitization services with very little notice.

Personnel who are not on site are in an active employee status during their normal 4-10 shift hours and are expected to answer their phones in the event they need to come into work and for other important work related communications. All important work related communications will be jointly posted on the FRNP and USWLocal550.com websites. FRNP and USW agree an employee cannot refuse to come to work, unless they have a COVID-19 related issue.

During this period of Orderly Shutdown of Non-Essential work, any employee who self-identifies and seeks medical treatment will receive equivalent of 40 hours of straight time pay.

During this period of Orderly Shutdown of Non-Essential work, any employee who is sent home by the employer or the employer's Occupational Medicine provider will receive equivalent of 40 hours of straight time pay.

Each critical operating area of access to employees will be cleaned twice (2) per shift by the employee working in that area. The Company will ensure that a sufficient quantity of sanitary disinfectant wipes and other PPE will be readily available to all essential employees throughout this period, and allowance and directions will be provided for essential employees to wipe down any surface that they come in contact with.

USW personnel being paid under H11WSF are active employees
USW personnel being paid under H11WSF are on a 4-10 schedule (40 hours)
USW personnel being paid under H11WSF are in a standby mode, and could be available to report to PGDP within their normal travel time to the site

FRNP anticipates mobilization back to the site will occur in phases. FRNP reserves management rights, and will first contact the USW Leadership prior to contacting and mobilizing the necessary classifications back to the site in a manner that ensures the safety and health of all employees.

Per FRNP policy, employees must seek prior approval from their manager and human resources to perform any paid secondary work. For example, an employee who is trained and qualified to perform sanitization services will need to notify FRNP human resources should they seek a job with another company providing the same or similar service.

Additionally, employees are not eligible for unemployment benefits during this partial stop-work period.

This MOA will remain in place unless both parties agree to modify it or the orderly shutdown of non-essential work is lifted. Additional extended paid periods of “shelter-in-place” or “HealthyAtHome” time away from work might very well occur as the data and facts pertaining to this nationwide epidemic has not reached its full impact as of this date, there are still plenty of unknown rates of infection for our area, and we now anticipate additional legislation to be passed as a result of the President’s announcement that shelter-in-place remain in effect until the end of April 2020.

For the Company:

Ken [Signature] 4-7-20

For the Union:

Donna Steele 4/1/20