CONTRACT

Between

MID-AMERICA CONVERSION SERVICES, LLC (MCS)
PORTSMOUTH GASEOUS DIFFUSION PLANT

and

UNITED STEELWORKERS, AFL-CIO
On Behalf of USW Local No. 689-03

Effective: 12:01 a.m., February 1, 2017
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CONTRACT

This Contract is made and entered into by and between Mid-America Conversion Services (MCS), LLC, hereinafter referred to as the "Company"; and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers Intl. Union AFL-CIO, on behalf of Local Union No. 689-03, hereinafter referred to as the "Union" or "USW."

This contract became effective February 1, 2017, following ratification by the members of USW Local 689-03, who were employees of the Company on such date.

The Company and the Union desire to establish satisfactory wages, hours, working conditions, and conditions of employment for the employees of the Company covered by the terms of the Contract, and further, to encourage cooperation and understanding between the Company and the Union to the end that a mutually satisfactory, continuous, and harmonious relationship may exist between the parties to this Contract.

ARTICLE 1 SCOPE

Section 1. Scope of this Contract

This Contract shall constitute the complete agreement between the parties hereto with reference to wages, hours, working conditions, and conditions of employment. Ratification of this agreement will be exclusively by MCS USW represented employees. Any additions, waivers, deletions, changes, amendments, memorandums of understanding, or modifications that may be made to this Contract shall be affected through the collective bargaining process between authorized representatives of the Company and the Union subject to ratification by MCS USW represented employees. All other written understandings between the parties not incorporated herein by reference on the effective date of this Contract, are hereby terminated. Any application, interpretation or alleged violation of this Contract or of amendments thereto can be a proper subject for the grievance procedure.

In the event that any of the provisions of this Contract are found to be in conflict with any valid Federal or State law now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of these provisions.

Section 2. Scope of Work Covered by the Agreement

Work scope covered by this Agreement shall include all maintenance, operations, and site services job functions customarily and historically performed by MCS USW represented employees, as well as those routinely performed by the employees in the Health and Safety Technician (HST)**,** Professional and Technical (P&T), and Administrative Assistant (Admin Assistant) classifications at the time each respective group was

certified as a bargaining unit.

This Agreement also will extend to any new maintenance, operations, and site services, health and safety professional and technical, and admin assistant classification scopes of work associated with operations awarded to MCS under the existing contract between MCS and DOE Contract No. DE-EM0004559. Examples of such scopes of work may include significant processing additions/ approaches which are supplemental to existing processes (DUF6 conversion operations). Excluded from this Agreement are relatively immaterial subcontracts, and subcontracted work normally provided by specialized services such as compressed gas service and HVAC service associated with standard commercially available/serviced HVAC systems.

This Agreement also will extend to any extensions of DOE Contract No. DE-EM0004559, subject to the provisions of Article 20 of this Agreement.

The Company agrees that if DOE replaces the Company as the entity contracted to perform operations, maintenance, and service work under DOE Contract awarded by DOE to MCS, No. DE-EM0004559, 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-EM0004559 it shall inform the purchaser, lessee, transferee or assignee of the exact terms of this Contract.

ARTICLE 2 RECOGNITION

Section 1. Establishment and Limitation

In conformity with the Labor-Management Relations Act of 1947, as amended, the Company recognizes the Union as the sole and exclusive bargaining agent for all full-time, MCS employees within the following bargaining units as defined in the National Labor Relations Board or voluntary recognition by the Company:

- Operations, Maintenance and Site Services Unit
- Health and Safety Technicians (HST) Unit
- Professional and Technical (P&T) Unit
- Administrative Assistant (Admin Assistant) Unit

with respect to rates of pay, wages, hours of employment, and other conditions of employment~~,~~ and excluding all other employees, guards and supervisors as defined in the National Labor Relations Act. The Company shall bargain with no other Union for the representation of employees within this bargaining unit during the life of this Contract.

Section 2. Definition of Employee

The term “employee” as used herein shall mean any person represented by the Union as set forth in Section

1, Article 2, of this Contract.

Section 3. Contract Distribution

As a means of informing all employees as to their rights, privileges, and obligations under this Contract, the Company agrees to furnish a copy of this Contract to each employee.

Section 4. Noninterference

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 to coerce employees to join the Union. The Company further agrees not to discriminate against any employee on account of Union membership or Union activity. The Union agrees neither to solicit for membership nor to collect Union funds on Company time.

ARTICLE 3 UNION SECURITY AND DEDUCTION OF DUES

Section 1. Dues Requirements

All employees within the Bargaining Unit who are members of the Union upon the effective date of this Agreement shall, as a condition of employment, maintain their membership to the extent of by tendering the periodic dues uniformly required as a condition of retaining membership. All employees in the Bargaining Unit who are not members of the Union upon the effective date of this Agreement, but who later elect to join the Union, shall at all times thereafter maintain their membership in the Union as a condition of employment, as set forth above. All employees hired after the effective date of this Agreement shall, as a condition of employment, become members of the Union not later than thirty-one (31) days after the date upon which they were hired, and shall thereafter maintain their membership in the Union as a condition of employment, as set forth above.

The Union agrees that it shall indemnify the Company and hold it harmless from any and all claims which may be made against it on any account or amounts deducted from wages as provided in this Article.

Section 2. Delinquency of Dues

Before any termination of employment pursuant to this Article becomes effective, the employee involved shall first be given notice in writing by the Union to pay delinquent dues. If the employee fails to pay the delinquent dues, the Union shall then notify the Company of the delinquency. Upon receipt of such notice in writing, the Company shall then notify the employee to pay the delinquent dues and if such dues are tendered within one (1) calendar week after receipt of this notification from the Company, dismissal under this Article shall not be required.

Section 3. Deduction of Dues

For the convenience of the Union and its members, the Company, during the life of this Agreement, shall deduct an initiation fee and regular monthly dues from the paychecks of each employee who individually and voluntarily executes and delivers to the Company an Authorization and Assignment on the authorization form provided them by the Union. Such deductions shall be forwarded monthly to the International Union Secretary-Treasurer with a completed summary on USW Form R-115 or its equivalent. Should any employee, member of the union, have insufficient earnings to satisfy the regular weekly dues deduction otherwise authorized, that employee must submit an amended authorization permitting deduction of any dues arrearage in the next weekly paycheck, at least seven days before the pay date from which the increased deduction is to be authorized. Nothing in this paragraph prevents an employee from making separate arrangements with the union for purposes of satisfying any arrearage.

Section 4. Authorization of Deduction

An Authorization and Assignment shall remain in effect for a period of one year from the date of its execution, or until expiration of the bargaining agreement, whichever occurs first. Unless terminated by contract expiration, an Authorization and Assignment will automatically renew for additional one-year periods unless the employee revokes the Authorization and Assignment within 15 days of its annual renewal date. Any revocation, to be effective, must be sent via certified mail to P.O. Box 467, Piketon, Ohio 45661, and placed for delivery with the U.S. Postal Service within the required 15-day period.

Section 5. Make-Up Dues

Upon receipt, from the Treasurer of the Local Union, of Union members' names and amounts of dues that have been missed through payroll deductions, the Company shall deduct the make-up dues in the following payroll period, or in subsequent payroll periods as the money becomes available, and forward to the International Union, in accordance with Section 3 of this Article.

Section 6. Termination of Deduction

No deductions under this Article shall be made from paychecks from Union members who have terminated their employment or transferred out of the Bargaining Unit prior to the first payday of the month, unless they have worked or received paychecks equivalent to five (5) workdays or more in that month.

Section 7. Voluntary Checkoff

The Union agrees that it shall indemnify the Company and hold it harmless from any and all claims which may be made against it on any account or amounts deducted from wages as provided in this Article.

VOLUNTARY CHECK OFF AUTHORIZATION

Name: _____

Badge No: _____

Department: _____ Date: _____

I hereby assign to the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, AFL-CIO, Local 689-03, and authorize MCS to deduct from the wages due me while in the employ of the Company, dues in the amount of $ per month, or such dues as the Union's Constitution and By-Laws may be amended to provide in four (4) equal weekly installments each calendar month. I further authorize the Company to deduct from the wages an initiation fee in the amount of $.

This authorization shall be irrevocable for the period of one (1) year from the date hereof, or until the termination of the Contract between the Company and the Union, whichever occurs sooner. Furthermore, this authorization shall automatically renew itself for successive irrevocable annual periods, unless I give notice to the contrary in writing by registered mail to both the Company and the Union no less than two (2) days and no more than seventeen (17) days before expiration hereof or before expiration of any annual renewal period, as the case may be.

(Signature) _____

(Address) _____

ARTICLE 4 MANAGEMENT CLAUSE

The management of the business and the authority to execute all of the various functions and responsibilities incidental thereto are vested in the Company. The direction of the workforce, the establishment of plant policies, the determination of the processes and means of manufacture, the units of personnel required to perform such processes, and other responsibilities incidental to the operation of the plant are vested in the Company. Such duties, functions, and responsibilities shall also include hiring, retirement, disciplining, evaluating the qualifications of employees, and promotions. The exercise of such authority shall not conflict with the rights of the Union under the terms of this Contract.

ARTICLE 5 CONTINUITY OF OPERATIONS

There shall be no strikes, lockouts, work stoppages, picket lines, slowdowns, secondary boycotts, or disturbances. 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 shall be Cause for discharge by the Company. Any discipline imposed shall be applied equally and indiscriminately to all employees according to the degree of involvement.

ARTICLE 6 PROTECTIVE SECURITY

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 the Company is notified by DOE that this Contract in any way violates security measures which are now in effect, or which may be put into effect later, the Company shall in turn immediately notify the Union in writing of the need to renegotiate the section or sections of the Contract in question for the purpose of making the required changes.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1. Intent and Distribution of Answers

The provisions of this section can be amended by mutual agreement. The parties to this Contract recognize that grievances should be settled promptly and as close to their source as possible. Further, both parties shall endeavor to present all the facts relating to the grievance at the first step of the grievance procedure in order that an equitable solution may be achieved. The Company in the second, third and fourth steps of the grievance procedure shall give written answers to the grievance within the specified time limits unless extended by mutual consent. Copies of written answers to grievances shall be distributed or mailed to the Local Union Hall, the Local Union President, and each aggrieved employee signing the grievance.

Section 2. Union Representatives

(a) Number of Representatives

The Company shall recognize the following number of properly certified Union representatives in the plant for the purpose of representing employees in the manner specified in this Grievance Procedure:

(1) The Local Union President or designated representative.

(2) The General Grievance Committee consisting of the Vice-President of the Local Union who shall serve as Chairperson, the Unit Vice President and the appropriate committee person or persons

(3) One (1) Steward per each 12-hour shift plus one (1) for Straight Day Shift. The number may be adjusted as mutually agreed by the parties as the need arises.

When a properly certified Union representative is unavailable for any reason, the Company shall recognize an alternate certified by the Union. It is understood that only one (1), the Steward or the alternate, will be recognized for each incident

(b) Steward Districts

The Company will recognize Union Steward Districts as defined by the Union, but not to exceed the number

specified per Article 7, Section 2(a) (3). The Union will provide the Company with a current listing, as changes occur, of recognized stewards and alternates and districts which each represents.

(c) Grievance Investigation

Certified Union representatives shall be excused from work for reasonable periods of time during their scheduled working hours when handling grievances in the appropriate steps of this grievance procedure, excluding arbitration, without loss of pay.

Employees thus duly certified and recognized as Union Representatives shall report to and obtain permission from their immediate supervision whenever it becomes necessary to leave their work for the purpose of handling grievances in their respective divisions or districts, shall inform their supervision of their intended destinations and itinerary, shall notify the supervision of any department in which it becomes necessary to contact employees for the purpose of settling or investigating grievances, and shall report back to their immediate supervision at the time they return to work.

The above Union Officials shall have access to the plant with proper approval at any time and shall notify supervision in the area in which they are present.

Section 3. Disciplinary Cases

It is recognized that the maintenance of discipline is essential to the orderly operation of the plant and also that the invoking of disciplinary action should be designed to correct the conduct of the employees involved rather than to punish.

In the great majority of infractions of rules, termination of employment for disciplinary reasons is justified only after the employee has been given the opportunity to correct his/her behavior and has failed to respond to disciplinary measures. Suspension of employees with or without pay for various lengths of time as determined by the Company is recognized as a legitimate method of discipline under the terms of this contract.

(a) Discussions

(1) When an employee is called into a discussion which may result in disciplinary documentation, including reprimand, suspension, or being sent home, the employee shall be fully informed that a Union representative may be brought into the discussion. The Union President or designee shall be informed in writing of any action taken. Any of the above can be a proper subject for the grievance procedure.

(2) When an employee is called into a discussion, which may result in discharge, the employee shall be fully informed that a Union representative may be brought into the discussion.

The decision to terminate an employee will not be made until at least two (2) full working days have elapsed from the infraction. During this time, thorough consideration will be given to all facts and circumstances,

which are relevant to the matter. At the request of the Union, Company representatives will meet with Union representatives during the two (2) day period to discuss such relevant facts and circumstances The Union President or designee shall be informed in writing of any action taken. The action taken can be a proper subject for the grievance procedure.

(b) Record Review

Written records of past documented disciplinary discussions, written reminders, suspensions, or Decision Making Leaves (DML) which have been placed in the employee's file, exclusive of actions resulting from any future violation of Article 5, shall be reviewed by the end of one (1) year by the employee's supervision and the employee to determine whether they should be removed from all files and destroyed as indicated by the Company's Constructive Discipline process.

(c) Initiation of Grievances - Step 3 or Step 4

If the employee or the Union files a written grievance protesting a suspension or discharge, within ten (10) days, such grievance shall be initiated at Step 3 or 4 of the Grievance Procedure. If such discharge or suspension is found to have been unjustified, the employee shall be reinstated to his/her former job and shall be compensated for all earnings lost, less pay for any penalty time decided upon, if any.

Section 4. General Grievances

Controversies may arise of a nature so general as directly to affect the majority of employees in a classification or department, or the majority of all employees. It is agreed that issues of this nature need not be subjected to the entire grievance procedure but may be initiated at Step 3 or Step 4. Attendance at Grievance Hearings initiated at Step 4 may include members of both negotiating committees.

Section 5. Time Limits

(a) Extension
Any grievance not taken up with an employee's immediate supervision within ten (10) days after the employee, or a certified Union representative has knowledge of the occurrence of the incident from which the grievance arose, cannot be processed through the grievance procedure. The employee or a certified Union representative may request an extension of five (5) days to investigate the grievance.

(b) Withdrawn – Settled
A grievance shall be considered settled or withdrawn if the decision of the Company is not appealed to the next higher step in the grievance procedure within ten (10) days after a decision has been rendered by the Company, unless this period is extended by mutual agreement between the parties.

(c) Answer

Any grievance not answered within the specified time limit may be immediately taken to the next higher step of the grievance procedure.

(d) Calculation of Time
In the calculation of time limits under the grievance provisions, including arbitration, "days" shall mean calendar days excluding Saturdays, Sundays, Holidays, Vacations, and the scheduled days off of the aggrieved employee.

(e) Postponement - Hearing
A hearing at Step 2 may be postponed by mutual agreement of the Division Committeeperson and the department supervisor involved. A hearing at Step 4 may be postponed by mutual agreement between the Local Union Vice-President and the Labor Relations Manager or his designated representative.

Section 6. Grievance Steps

Step 1:
An employee who feels that he/she has a grievance may, as soon as reasonably possible, discuss it with his/her immediate supervision and Union Steward. The employee's immediate supervision shall answer the grievance as soon as possible but no later than at the end of the next scheduled work shift of the aggrieved employee. Settlements made in this step of the grievance procedure shall have no precedent value.

Step 2:
If the grievance has not been disposed of at Step 1, it shall be reduced to writing on an appropriate form and presented to the aggrieved employee's department supervisor. Such written grievance shall be signed by the employee or the Committee person of that Representation Division and shall be identified by number. The Union shall, to the best of its ability, state in the written grievance all of the facts justifying the grievance and the provision of the Contract involved. A hearing shall be held within thirty (30) days for shift workers and five (5) days for day shift workers. The hearing may be attended by the aggrieved employee, the District Steward, and the Division Committeeperson at the option of the Union; and by his/her Supervisor, and other representatives of the Company; and may include other affected parties mutually agreed upon in advance between the Division Committeeperson and the affected supervisors involved.

Hearings shall be scheduled at 4:00 p.m. for employees on the afternoon shift and 7:00 a.m. for employees on the night shift or any other mutually agreed time. The aggrieved employee's supervisor shall answer the grievance within ten (10) days after the hearing.

Step 3:
If the grievance is not settled satisfactorily at Step 2, it may be appealed at the option of the Union to either Step 3 or Step 4. If appealed to Step 3, the appropriate Division Manager will review the facts with the Committeeperson, and will determine if a full hearing at Step 3 will be held, if the grievance will be returned to Step 2 for a rehearing, by mutual agreement with Committeepersons or if the appeal will be denied and passed on to Step 4. Replies to the appeal will be made within two (2) days. Hearings at Step 3 will be held on

Thursdays or at a time mutually agreed to by the Division Committeeperson and the appropriate Division Manager. Hearings may be attended by the aggrieved employee, Steward, Committeeperson at the option of the Union, and by the appropriate Division Manager and other representatives of the Company, and may include other affected parties mutually agreed upon in advance between the Division Committeeperson and the affected Division Manager involved. The Company will answer the grievance in writing within ten (10) days of the hearing.

Step 4:
If the grievance is not settled satisfactorily at the 2nd or 3rd Step, it may be appealed in writing to the Labor Relations Manager or his designated representative. Such written appeal shall state the reasons why the decision in the second or third step is not acceptable, shall be signed by the Vice-President of the Local Union or respective Committeeperson, and shall be presented to the Labor Relations Manager or his/her designated representative, together with a copy of the Step 2 or 3 Company Answer.

On Wednesday mornings, at 9:00 a.m. (or any other day mutually agreed to by the parties as the need arises) hearings shall be held on plant site on any grievance appeals, which have been delivered to the Labor Relations Manager or his designated representative, by 10:00 a.m. three (3) work days preceding the hearing. The attendance at this hearing shall include the Union General Grievance Committee and if mutually agreed upon, at the option of the Union, the aggrieved employee or employees, with pay, or persons deemed necessary by the Union; the Labor Relations Manager or his designated representative, Division Manager, and other representatives of the Company. The Company shall answer the grievance in writing within fourteen (14) calendar days following the hearing.

Section 7. Monetary Settlements

Any money due an employee as a result of the settlement of a grievance shall be paid within two (2) weeks following the settlement. Written notification will be given to the Vice- President of the Union to this effect.

Section 8. Arbitration

(a) Submission Procedure

(1) Controversies, which may arise concerning the reprimand, discharge, or suspension of employees, or controversies concerning the application, interpretation, or alleged violation of this Contract, which cannot be amicably settled in previous steps in the grievance procedure, may be submitted for settlement to an Impartial Arbitrator. The Company will date stamp and deliver a copy of the final Step 4 answer to the Union Vice-President, or designated representative. A grievance shall be considered withdrawn unless the Union appeals the grievance to arbitration within forty-five (45) days from the date of stamp.

(2) At the option of the Union, the Union President or his/her designated representative, and, if it desires, an International Representative may meet with the Labor Relations Manager or his designated representative and at the Company's option, the affected Division Manager(s) to

discuss the grievance prior to submission to arbitration. Within ten (10) days following the above meeting, the Local Union President and the Chairperson of the Union's General Grievance Committee or designated representative, (and may at the option of the Union include a United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO Representative) shall meet with representatives of the Company during the Union representative's scheduled working hours, without loss of pay, and attempt to agree upon an Impartial Arbitrator. Should the parties be unable to agree upon an arbitrator, the Company and the Union shall alternately strike one name from the list, the first to strike to be decided by lot, until only one name remains, and the remaining arbitrator shall be the arbitrator to hear and decide the controversy.

(b) (1) Grievances processed through Step 4 of the grievance procedure normally will be presented to the Arbitrator in the order that they are filed; however, the Union may indicate cases of high priority to be heard by the arbitrator out of normal order.

(2) Any grievance filed on or after the effective date of this Agreement, which has not been assigned to the impartial arbitrator within three (3) years after the date of appeal to arbitration, shall be considered withdrawn by mutual consent on a non-precedent basis. No grievance, which pre-dates this contract, shall be pursuable under any terms or provisions of this contract.

(3) The Parties shall mutually agree upon fifteen (15) Impartial Arbitrators who shall be selected from lists submitted by both parties.

(c) Should one of the above arbitrators die, become incapacitated, or refuse to act, the parties thereto shall mutually agree upon a successor to the panel.

(d) Each party will strike one member of the arbitration panel in (b) above.

(e) Stipulation of Issues

The Company and the Union may stipulate the nature of the dispute and the issues involved jointly in one (1) stipulation or singly in separate stipulations. In the event that the parties stipulate the nature and issues of the dispute singly, a copy of such stipulation shall be furnished the other party at the same time the stipulation is submitted to the arbitrator

(f) Hearing Date

It is agreed by the parties to this Contract that arbitration cases shall be heard as soon as possible. On a date agreeable to both parties, the date to be set in conformity therewith by the arbitrator, the parties, or their designated representatives shall at the time and place appointed by the Impartial Arbitrator, appear and present either a written or oral statement of the issues involved for consideration by the Impartial Arbitrator. Any written statement of issues shall be furnished the other party at the arbitration hearing. In designation of the place, the Impartial Arbitrator shall be restricted

to the area in which the plant is situated unless otherwise agreed upon. The Impartial Arbitrator shall schedule hearings of grievances in the order in which such grievances are submitted, unless the Company and the Union agree upon a different order for hearing.

(g) Decision - Time Limit

The Impartial Arbitrator shall render a decision on every grievance, which has been submitted within thirty (30) calendar days from the date of hearing, unless additional time is requested by the arbitrator and is mutually agreed upon between the Company and the Union.

(h) Implementation of Decision

The decision of the Impartial Arbitrator shall be final and binding upon both parties and shall invoke immediate compliance by the parties. Any money due an employee as a result of such decision shall be paid not later than two (2) weeks following the receipt of a written decision to this effect. It is recognized by the parties that certain rights of appeal of decisions exist. It is not the intent of the language in Article 7 Section 8 (h) to limit rights of appeal. Such appeals may delay payments that are based on the finding of the arbitrator.

(i) Cost

The expense and compensation of the Impartial Arbitrator shall be borne by and divided equally between the Union and the Company.

(j) Attendance at Hearing

In all proceedings under this section, the Company shall release from work the following employees (if they are Company employees) when deemed necessary by the Union for a fair and reasonable presentation of its case before the Impartial Arbitrator without loss of earnings:

1. President
2. Members of the General Grievance Committee
3. A Steward
4. Not more than two (2) aggrieved employees

Additional Company employees will be released upon request without pay provided that supervision can make arrangements to efficiently continue the work.

(k) Power of Arbitrator

The Impartial Arbitrator shall not have the power to make any award, which changes, amends, or adds to the provisions of this Contract.

ARTICLE 8 SENIORITY

Section 1. Definitions

(a) Vacancy

A vacancy is said to exist in a job classification when there is a need for a permanent replacement or addition.

(b) Bargaining Unit Seniority

Bargaining Unit Seniority is the total length of allowable time an employee has spent in the Bargaining Unit while fulfilling a USW represented position, without regard to classification. The seniority of each employee is his relative position with respect to other employees. In the event two or more employees have identical bargaining unit seniority, seniority will be ordered based on the greater seniority being given to the person with greater site-wide seniority. In the event that multiple employees have identical site-wide seniority, then seniority will be ordered based on the greater seniority being given to the earlier(est) birth date (mm/dd/yy).

(c) Site-wide Seniority

Is the total length of time an employee has been employed in a USW represented position by a Portsmouth site employer.

(d) Classification Seniority

(1) Classification Seniority for employees in the Operations, Maintenance, and Site Services classifications is the total length of allowable time an employee has spent in the classification of a USW represented position. The classification seniority of each employee is his position relative to said classification. In the event two or more employees have identical classification seniority, seniority will be ordered based on bargaining unit seniority. Thereafter, the rules of ordering seniority as described above will apply.

(2) Classification Seniority for employees in the HST, P&T, and Admin Assistant classifications is the total length of allowable time an employee has spent in the classification of an HST, P&T, or Admin Assistant position at the time of organizing vote and continues on as a represented employee. The classification seniority of each employee is his or her position relative to said classification. The Company and the Union will review and agree upon all seniority lists prior to ratification of this Agreement.

(3) An employee's base classification is his/her base classification of record on the effective date of this Contract, or if hired thereafter the classification in which he/she is hired.

(e) Recall List

The recall list is defined as that list on which an employee is placed at the time he is involuntarily laid off from a DUF6 job classification, and does not continue active employment with the Company.

(f) Laid Off

An employee is said to be laid off when he leaves a DUF6 job classification because of an involuntary reduction in force, and does not continue active employment with the Company.

Section 2. Company Service Credit

(a) Service Credit for Determining Vacation Eligibility. For BWCS Portsmouth incumbent employees hired by MCS at the time of transition, the Company shall carry over the length of service credit from the previous employer for purposes of determining vacation eligibility.

(b) Service Credit for Fringe Benefits Other Than Vacation. Service credit for all individuals hired by the Company shall be applied consistent with any applicable collective bargaining agreement(s), applicable law, and the terms of the applicable benefit plan(s). If any benefit has been liquidated based on such former service, for example, severance, that service shall not be allowed as credited service by the Company.

(1) Leave of Absence

When an employee is on a leave of absence granted by the Company, his/her service shall be considered as continuous without any deductions if the absence does not exceed (1) one year. However, service shall be considered as continuous without any deductions for employees on leave of absence for:

i. Occupational disability under Article 9, Section 1(b);

ii. Public office under Article 9, Section 2(c) for the duration of a single term of office only;

iii. Non-occupational disability under Article 9, Section 1(c);

iv. Union official on full-time International status under Article 9, Section 2(a), not to exceed four (4) years;

v. Educational Exit under Article 9, Section 1(e).

(2) Military Service

An employee who leaves the employment of the company to enter military service, either by voluntary enlistment or by induction under the Selective Service System, shall be reinstated under the provisions of applicable Federal Statutes, upon application within the designated period of time following honorable or general discharge, provided he/she qualifies under the seniority rules and is physically capable of performing the work required. Upon reinstatement, such employee shall be given credit for continuous service from the time he/she left the employment of the Company to enter Military Service to the date of reinstatement.

(3) Laid Off - Service Credited

A laid off employee shall accumulate service for a period of time equal to his/her continuous service at the time of layoff, but not to exceed two (2) years for any single period of layoff. A laid off employee will have recall rights for ten (10) years.

If a laid off employee is recalled he/she shall be credited with the applicable accumulated service.

(4) Loss of Service

An employee shall lose continuous service when he/she is discharged, released, resigns, retires, accepts layoff without recall rights, is on continuous layoff for more than ten (10) years from date of layoff, or when he/she is on the recall listing, but not on the active payroll and declines or fails to report or make satisfactory arrangements within fourteen (14) calendar days after being notified of a recall. If such employee is later rehired, he/she shall be considered a new employee and continuous service shall date from the date of most recent hire.

(5) Notification - Recall

An employee shall be considered to be notified of a recall opportunity when an offer of recall has been sent by registered mail to the most recent address as recorded in the Hourly Personnel Department. Individuals shall be responsible for informing the hourly personnel department of their current address. Failure to so inform the hourly personnel department will relieve the company from any responsibility if notification is not received due to an improper address. Copies of registered letters to recalled individuals will be mailed to the Union Vice-President at the time mailed to recalled individuals.

Section 3. Probationary Period

(a) An employee shall be considered a probationary employee for the first one hundred and eighty (180) days worked and, at the end of that period, if he/she is retained, the employee's name will be placed on the Seniority List and the employee's seniority shall reflect all allowable seniority as defined in this contract. A probationary employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company.

(b) If the employee is retained the employee's seniority will include the entire probationary period.

Section 4. Reduction in Force

(a) When a reduction in force is to be made in a job classification, the employee having the least amount of Bargaining Unit seniority within the affected job classification shall be laid off first. However, if the displaced employee has classification seniority then such employee may bump back to his or her classification provided that they have more classification seniority than other employees in that classification.

(b) In the event of a layoff, the Union will be notified prior to the layoff and will be given a list of names of employees who are to be laid off as far in advance as possible. Also, at the time the list is being typed, the Union President will be notified.

(c) The Company and Union will establish a recall listing of laid off employees in each job classification. Recall shall be in seniority order of those laid off from the classification in which the vacancy exists.

Section 5. Previous Seniority

If a former USW represented Portsmouth site employee is hired by MCS into a USW represented position, such employee shall not receive bargaining unit seniority accumulated with other Portsmouth site employers as bargaining unit seniority with MCS.

Section 6. Filling Vacancies/Recall/Bidding Process (White Bid)

The Company will advertise vacancies and inform the local USW Union of vacancies prior to filling them under this Article and Section. MCS will, in filling vacancies, abide by the terms in the following hiring preference list. Any offers of employment will be based upon seniority and qualification.

(a) Recall

When a vacancy exists, the vacancy will first be offered to MCS USW-represented employees laid off from the job classification in which the vacancy exists who are on the MCS recall list of the job classification in which the vacancy exists. The Company shall provide notice as provided in Section 2 of this Article. Recall shall be in order of seniority.

(b) White Bid

If a vacancy is not filled under subsection (a) of this Section, then MCS shall offer active MCS USW employees the opportunity to bid for this job opening. The Company shall post a notice designating the job classification, qualifications, and pay rates for seven (7) calendar days beginning on a Tuesday on the Company bulletin boards. A MCS USW employee may sign the posting indicating their intent to be considered for the opening. The Company employee with the most bargaining unit seniority who qualifies and who has signed the posting shall be moved into the vacancy.

Successful bidders must meet the minimum qualifications for the position. An employee who has been awarded a permanent vacancy shall be required to accept the vacancy.

Classification seniority begins the date of the award of the White Bid.

An employee who has been awarded a permanent vacancy shall be transferred as soon as possible, but no later than ninety (90) days after the vacancy posting period has been completed. If the transfer exceeds ninety (90) days, the awardee will be paid out of class pay at double the base hourly rate.

An employee in an HST-RAD, HST-IH/IS or Work Control Planner classification may bid on positions in Operations, Maintenance and Site Services classifications, but only after he or she has spent at least a year in the classification in which he or she was hired, unless that minimum is waived by the respective Division Director. Qualified successful bidders will not be released to the new position until the Company has hired a qualified replacement to replace the employee, but no later than four (4) months after the vacancy posting period has been completed, unless an agreement is made between the Company and the Union. If the transfer exceeds four (4) months, the awardee will be paid out of class pay at double the base hourly rate. If an employee in an HST, P&T or Admin Assistant classification position successfully bids into a position in an Operations, Maintenance or Site Services classification, his/her core classification becomes the first one occupied in an Operations, Maintenance and Site Services classification. If the employee bids back into a position in an HST, P&T or Admin Assistant classification, the employee reverts to his or her former classification seniority attained prior to his or her movement to one of the other classifications.

(c) Employees laid-off from other classifications

If a vacancy is not filled under subsections (a) or (b) of this Section, then the Company shall provide an offer to USW represented individuals, in order of bargaining unit seniority, who are laid-off from the Company from classifications other than the classification in which the vacancy exists. Such employees must be qualified for the vacancy and have proof of such qualification in their records at the time the vacancy is being filled.

(d) Individuals unemployed (for reasons other than termination for cause) from USW- represented

positions with other site employers.

During the same 7-day posting period identified in Section 6(b), the Union will review the site-wide recall list and provide MCS Labor Relations with a list of qualified employees, ranking in order of site-wide seniority. MCS will review the qualifications of employees on this list and, if qualified, contact them regarding their interest in the opening(s) in order of site-wide seniority. The most senior candidates will be contacted as in the previous steps of this Section; no more than two telephone calls from Labor Relations will be the mechanism of notification, followed by a letter confirming the individual's acceptance for scheduling of an interview or declination of the offering. Depending upon the individual's response the letter of declination may also note whether the individual desires future contacts for such openings, prefers only to be contracted for openings in specific classifications or does not want to be contacted again for any openings in the future.

Such employees must be qualified for the vacancy and have written proof of such qualification in their possession at the time the vacancy is being filled. Any offer of employment with MCS will be contingent upon the prospective MCS employee officially and in writing removing their name from any and all site employer's recall lists and a letter of resignation from any employment with above site employers. A copy of such written notification(s) must be presented to MCS before any offer of employment will be made. Employees hired under this provision (Art. 8, Sec. 7 (b) 3) will have allowable seniority calculated as per the terms of Article 8, Section 5 (a) or (b).

(e) Volunteers from other Portsmouth site employers

During the same 7-day posting period identified in Section 6(b), all interested volunteers from other Portsmouth site employers may notify the USW Union Hall of their desire to be considered as candidates for the USW openings posted by MCS and at the Union Hall. The Union will provide MCS Labor Relations a list of potential candidates from those who notify the Union during the bid period, ranking in site-wide seniority order. The Company will make two attempts to contact the individuals via telephone and request a resume citing qualifications which will be reviewed prior to arranging for an interview. Such employees must be qualified for the vacancy and have written proof of such qualification in their possession at the time the vacancy is being filled.

Section (e) is the last step that permits USW-represented employees to bid on the openings.

(f) If no qualified employees can be obtained in a timely manner from the aforementioned sources above, then the Company may hire qualified employees from any source in accordance with all required preferences and provisions required by law.

Section 7. Returning to Bargaining Unit

Employees who leave the bargaining unit for a non-bargaining unit position following the adoption of this agreement have thirty (30) calendar days within which to choose to return to the bargaining unit. If such employees choose to return within the thirty (30) calendar days, they may do so without loss of any seniority. After the thirty (30) calendar days, the employee has no option to return to the bargaining unit

Section 8. Exercise of Shift Preference by Seniority

(a) Plant seniority shift preference within a job classification will be granted annually to employees upon request. Such annual request must be made no later than January 1, with any change resulting there from to be made not later than the week beginning after March 1. Shift preference shall be awarded in accordance with bargaining unit seniority.

1) Determination

The Union shall determine whether a majority of employees within a classification prefer re-alignment. Such determination will be reviewed with the Company.

2) Effective Date

(1) If the employee(s) within the applicable classification prefers a re-alignment, it will become effective the first full week in March. The Union shall initiate a canvass of all employees in the classification in order of their classification seniority to record their preference for assignment among the groups within the classification.

(2) The Company shall furnish to the Union the necessary canvass sheets one week prior to the start of the canvass.

(3) Employees who are on official Leave of Absence or who are not in the classification the Monday of the first full week of the canvass shall not realign. Canvass shall be permitted for short-term disability but not permitted for long-term disability.

(4) To allow time for training that may result from re-alignment movement, canvassing for mutually agreed upon classifications will commence no later than December 1, and be completed within thirty (30) calendar days. No employee shall be moved to a new job until he/she has been adequately trained. Until trained for the new position, an employee will not be placed on the overtime list for the new position. The Company may assign employees for training for up to 40 hours prior to movement to a new position.

(5) Unless mutually agreed, the effective date of the re-alignment shall be in accordance with paragraph (1) above.

Section 9. Placement of Occupationally Disabled Employees

When the Company determines that an occupationally disabled employee cannot perform duties in his/her classification, the Division Committeeperson and respective department manager shall agree upon a group within the employee's classification in which such disabled employee shall be placed consistent with medical restrictions as established by the Company Medical Department. When such medical restrictions are removed by the Company Medical Department, the employee shall be returned to the group he/she left.

If an agreement cannot be reached, the employee may be placed in another classification consistent with his/her medical restriction. An employee placed consistent with this provision will suffer no reduction in his/her rate as a result of his/her placement.

Section 10. Security Clearance Requirement

If the Company requires any or all of its USW represented employees to possess a security clearance in the performance of their jobs, then the obtaining and maintaining of a proper security clearance shall become conditions of employment. Failure to comply with either of these conditions of employment may result in discipline up to and including termination of employment. It is understood that time required to obtain the security clearance will not be held against the employee, unless a delay is caused by action(s) or lack of action(s) by the individual for whom the clearance would apply.

Section 11. Medical Restriction

The following provisions shall apply when an employee is removed from his/her job because of a medical restriction.

(1) The Committeeperson and respective Supervisor or Department Managers shall agree upon a group within the employee's classification in which such restricted employee shall be placed consistent with medical restrictions and seniority. Should this create an excess, the least senior employee shall be excessed

(2) If the restricted employee is not placed according to one (1) above, for permanent restriction, the Human Resources Department will give written notification to the Union and employee identifying classifications in which the medically restricted employee is able to work. The employee will be paid at his/her current rate while assigned to another classification. Rate retention does not apply when placed as a result of a non-occupational injury.

(3) The employee in permanent restriction shall utilize his/her bargaining unit seniority to move to any classification for which he/she is qualified.

(4) The temporarily restricted employee not placed in one (1) above shall have rate retention when

placed in another classification. Rate retention does not apply when placed as a result of a non-occupational injury.

(5) The employee will accrue classification seniority in both the classification he/she bumped to, as well as the classification he/she left, as long as the employee is restricted. Once an employee returns to the classification from which he/she was restricted, seniority in the temporary classification is lost.

(6) In the event of a surplus in the classification in which the restricted employee is working the employee shall have, for the purpose of reduction in force, seniority equal to his/her plantwide seniority.

(7) When the medical restriction is removed, an employee will return to the classification from which he/she was restricted. If the job is no longer in existence, the employee shall exercise his/her classification seniority to move to any job in the classification his/her seniority permits. Once the medical restriction is removed, rate retention no longer applies.

Section 12. Loss of Bargaining Unit Seniority

An employee will lose his bargaining unit seniority when he/she is discharged, when he/she resigns, or when he/she is on the recall listing and declines or fails to report within five (5) days or to make satisfactory arrangements when offered employment in the job classification from which he/she was laid off. An employee shall also lose their bargaining unit seniority as per terms outlined in Article 8, Section 7 (b) 1 & 2.

ARTICLE 9 LEAVE OF ABSENCE

Section 1. Qualification and Reinstatement

(a) Personal Reasons

Except as stated in Section 1 (e) of this Article, an employee may be granted a leave of absence for personal reasons without pay up to fifteen (15) days upon application to the Company in writing, provided the employee presents evidence acceptable to the Company that such leave of absence is for a reasonable purpose and provided further that such leave of absence shall not unreasonably interfere with operations. Such leave may be extended where necessary upon application for extension in writing and upon presentation of evidence satisfactory to the Company that such extension is necessary, provided such extension does not unreasonably interfere with operations.

(b) Occupational Disability

An employee shall be granted a leave of absence for the period of an occupational disability upon approval of the Company Medical Department. An employee who returns to work after a leave of absence for an occupational disability shall be reinstated in the classification from which he/she left provided he/she first obtains clearance from the Company Medical Department.

(c) Non-Occupational Disability

An employee shall be granted a leave of absence for the period of a non-occupational disability, but not to exceed two (2) years upon presentation of evidence satisfactory to the Company. An employee who returns to work after a leave of absence for a non-occupational disability shall be reinstated in the classification from which he/she left, provided first medical clearance is obtained from the Company Medical Department. However, an employee who is cleared for work, within a two (2) year period, but is unable to perform the work in the classification due to a medical restriction, as determined by the Company Medical Department, shall exercise plant wide seniority to move into any classification which the medical restriction permits, provided he/she is qualified. However, if he/she elects not to exercise plant wide seniority to move, he/she may be terminated for medical reasons. An employee who is not cleared to return to work upon the expiration of a leave of absence for non-occupational disability may be terminated for medical reasons after two (2) years.

(d) Dispute

In the event there is a disagreement between the Company Medical Director and the employee's physician regarding the medical evidence presented at the time of the employee's return from injury or illness, at time of job transfer, or restriction from classification, the question shall be submitted to a third (3rd) physician selected by the two (2) physicians. The medical opinion of the third (3rd) physician after examination of the employee and consultation with the other two (2) physicians shall decide such question. The expenses of the third (3rd) physician shall be borne jointly by the Company and the Union. In the event the third (3rd) physician rules in favor of the employee, the employee shall be made whole for all earnings and benefits lost as provided under provisions of this Contract.

(e) Educational Exit

An employee may leave the employ of the Company after completion of one (1) year continuous service and upon approval of the Company in order to attend an accredited college or university, or a recognized trade or vocational school. The employee shall be

reinstated upon application provided he/she can qualify under the seniority rules, is physically capable of performing the work required, and has notified the Company within 30 days of completion of agreed to program. Upon returning to work the minimally qualified employee shall return to his or her relative seniority position. If there is no opening the least senior employee will be surplused.

Trade or vocational school for purposes of this clause is one which provides training or a course of study related to jobs performed for the Company. The employee upon reinstatement shall be given the service he/she had when he/she left the Company, plus time spent in school, not to exceed four (4) years. The employee shall notify the employer in writing of the name of the school, the date of entry, and the expected length of the course of study. He/she shall confirm the continuation of his/her school attendance at annual intervals thereafter, subject to quarterly review. It is understood the employee will not be eligible for any Company benefits while on an educational exit. The employee must return to the active payroll before becoming eligible for contractual benefits.

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Section 2. Union or Government Official

(a) Union Official - Full Time

Upon written request to the Company made by the Union a reasonable period in advance, an employee certified by the Union to be a full-time Union official shall be granted a leave of absence without pay to engage in work pertaining to the business of the Union. The number of employees granted such leaves of absence shall not exceed four (4) at any time. For purposes of this Section, a full-time Union official shall be defined as an employee engaged full-time on international union business offsite; not an employee performing representational work for the bargaining unit on site in lieu of their regularly assigned work.

(b) Length of Leave

Each such leave of absence shall be for a period no less than seven (7) days and no longer than one (1) year, and shall be granted only at such times as shall not unreasonably interfere with operations. Leaves of absence shall not be renewable from year to year except as mutually agreed by the parties.

(c) Elected Official - Full Time

Upon written request to the Company an employee shall 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 a single term of office only.

(d) Security Identification

An employee granted such leave of absence must return all security identification issued and shall be issued appropriate identification.

Section 3. Absence Notification

(a) Responsibility

An employee is responsible for notifying the Company, at least one hour in advance, if possible, when unable to report for work as scheduled. The employee should contact his or her supervisor directly regarding any unplanned time off on a work day. Relief can be granted to this requirement in certain isolated circumstances.

(b) Failure to Notify
An employee, who is absent from work for five (5) successive scheduled workdays without notifying the Company, shall be considered to have resigned voluntarily.

Section 4. Failure to Report on Expiration

An employee who does not return to work by the fourth (4th) scheduled workday following the expiration of a leave of absence or any extension thereof without notifying the Company shall be considered to have resigned voluntarily.

ARTICLE 10 HOURS OF WORK

Section 1. Definitions

(a) Workday means the twenty-four (24) hour period beginning at 12:00 midnight.

(b) Workweek means the seven (7) day period beginning at 12:00 midnight on Sunday.

(c) 7th Consecutive Day means the seventh (7th) consecutive workday in the workweek, i.e., the twenty-four (24) hour period beginning at 12:00 midnight on Saturday.

(d) Working Schedule means the hours of shifts to be worked by employees and the day or days on which such shifts are to be worked.

(e) The normal hours for twelve (12) hour rotating shift workers are 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m.

(f) The normal hours for Straight Day Shift straight day workers are from 7:00 a.m. to 3:30 p.m., Monday through Friday.

(g) Normal hours for ten (10) hour shift workers are 7:00 a.m. to 5:30 p.m.

Section 2. Standard Workday-Workweek

A standard day's work shall consist of eight (8) hours worked within a workday. A standard week's work shall consist of five (5) standard days worked within a workweek amounting to a total of forty (40) hours. (See Section 4 for 10-Hour Shift Rules and Section 5 for 12-Hour Shift Rules).

Section 3. Working Schedule

(a) Rotating Shift (See Section 5 for 12-Hour Shift Rules).

The 12-hour rotating shifts are to be manned by groups or crews of employees designated as A, B, C and D Shifts.

(b) Straight Day Shift

The following hours are recognized as standard for regular one (1) shift operations: 7:00 a.m. to 3:30 p.m., on any day Monday through Friday. This is designated as Straight Day Shift.

(c) Irregular Shift

An irregular shift is an eight (8) hour shift other than Straight Day Shift. Irregular shifts may be established as required.

(d) Trading Shifts

Employees may trade shifts or days off with the prior approval of their respective supervision, and provided further that no overtime premium is involved.

(e) Wash-Up/Clothes Change

All employees shall be ready to work at the start of their shift. Employees assigned to jobs where coveralls are required will be allowed no more than eighteen (18) minutes for wash-up and/or clothes change activity to be taken at the end of the shift unless otherwise permitted.

(f) Notification of Change

The Union shall be notified in advance when possible of any extended change in the present working

schedule; however, 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.

(g) Salaried Exempt Employees

If a salaried exempt employee is unable to work their entire day according to their approved work schedule, they are expected to make up time during the same work week, when possible. This requires Supervisor's approval, must be work that is value-added, and supervision is provided, when needed. Vacation should be used if hours cannot be made up.

Section 4. 10-Hour Shift Rules

1. The starting time for the ten (10) hour shift shall be 7:00 a.m. and the quitting time shall be 5:30 p.m. A thirty-minute non-paid lunch period shall be provided within these hours.

2. The first ten (10) hours of each work shift will be at straight time pay with no shift differential or meal allowance.

3. Vacation will be paid and charged as per the Collective Bargaining Agreement vacation regulations. There is no intent to change the vacation hour's entitlement.

4. When a week with a scheduled holiday occurs, those scheduled on a ten (10) hour shift work a new modified holiday schedule will be changed to two (2) 10-hour shifts, one (1) 12-hour shift and 8-hours holiday pay, all paid at straight time.

5. When a week with two (2) scheduled holidays occur, those scheduled on a ten (10) hour shift shall work a new modified holiday schedule which will be changed to two (2) 12-hour shifts and two (2) 8-hour holiday pay days, all paid at the straight time rate.

6. Should there be an operational or maintenance need, the Company reserves the right to revert back to an eight (8) hour holiday schedule for which written notification will be provided to the USW from the Company one week prior to the affected holiday week.

7. For clarification, any overtime worked will be paid in accordance with the 10-hour provision including 6th and 7th day pay as currently outlined in the 10-hour shift language. Any work on the holiday(s) will be paid in accordance with the existing holiday pay language.

8. The fifth day worked will be considered as the sixth consecutive day, and the sixth and seventh day worked will both be considered as the seventh consecutive day.

9. The ten (10) hour shift (or shifts) will cover Monday through Friday, with no Saturday or Sunday coverage.

10. An employee working the ten (10) hour shift shall qualify for overtime pay at a rate of one and a half (1 ½) times his base hourly rate for the time worked over ten (10) hours in a twenty-hour (24) hour period unless paragraph 4 of this section applies, or for hours worked over forty (40) within a payroll week. The method of computation used for calculating overtime shall be the one that affords the employee the greatest total pay at the end of the payroll week.

Section 5. 12-Hour Shift Rules

1. A workday means a twenty-four (24) hour period beginning at 7:00 a.m. Workweek means the seven (7) day period beginning on Monday at 7:00 a.m. The starting time can be adjusted by mutual agreement.

2. A standard day's work shall consist of twelve (12) hours worked in a workday. A standard four (4) week rotating schedule will consist of one (1) forty-eight (48) hour, one (1) forty (40) hour and two (2) thirty-six (36) hour workweeks

3. During the forty (40) hour workweeks, the employee may choose to work the last four (4) hours or roll-out for the entire twelve (12) hours on the roll-out day. Supervision must be notified at least twenty-four (24) hours in advance of that shift if the employee chooses to roll-out for the entire twelve (12) hour shift. This advance notice applies only to the designated roll-out day.

4. The following shift hours are recognized: Day Shift, 7:00 a.m. to 7:00 p.m. and Night Shift, 7:00 p.m. to 7:00 a.m.

5. An employee shall be paid at the rate of one and one- half (1-1/2) times base hourly rate and at one and one- half (1-1/2) times any applicable shift differential for: All hours worked in excess of twelve (12) hours in any twenty-four (24) hour period or for all hours worked in excess of forty (40) hours within the workweek, whichever method of computation provides, at the end of the workweek, the greater total pay to the employee.

6. Weekend premium will be paid for all hours worked on Saturday and Sunday as follows: Saturday hours - 7:00 a.m. Saturday to 7:00 a.m. Sunday and Sunday hours - 7:00 a.m. Sunday to 7:00 a.m. Monday.

7. A meal allowance will be paid after fourteen (14) hours of continuous and successive work.

8. Jury Duty pay will be as the current contract language allows. It is recognized that the employee shall be paid their base hourly rate for the time lost from the regularly scheduled twelve (12) hour shift. Jury Duty scheduled on scheduled days of work will be credited as hours worked

9. Funeral Pay - An employee who is excused from work because of the death of a member of his/her immediate family, shall be paid at base hourly rate for time missed up to a maximum of three (3)

consecutive scheduled twelve (12) hour workdays. Immediate family defined in contract (See Section 17 of this Article).

10. Vacation - Vacation time will be requested, in one (1) hour increments of four (4), eight (8) hours and twelve (12) hours. Four (4) hours vacation may be requested for the first four (4) hours or the last four (4) hours of a twelve (12) hour shift. Twelve (12) hours vacation is equivalent to one and one-half (1 1/2) days of vacation entitlement.

11. A night shift differential of seventy (70) cents per hour will be paid for hours worked between 7:00 p.m. and 7:00 a.m. No shift differential will be paid for hours worked between 7:00 a.m. and 7:00 p.m.

12. The first day worked, other than the scheduled work week, will be considered the sixth (6th) consecutive day. All days worked after this would be considered the same as the seventh (7th) consecutive day, in accordance with the intent of Article 10, Section 7(e).

13. For working twelve (12) hours on a day observed as a holiday, employee will receive two and one-half (2-1/2) times base hourly rate and two and one-half (2-1/2) times applicable shift differential.

14. If any of the observed holidays fall on an employee's scheduled day off, his/her first (1st) succeeding scheduled work day shall be recognized as the holiday except where there are two (2) consecutive holiday days (July 4th and companion day, Thanksgiving and companion day, and Christmas Eve and Christmas). the first (1st) holiday will be recognized on the employee's last preceding scheduled work day and the second (2nd) holiday will be recognized on the employee's first (1st) succeeding scheduled work day.

Section 6. 12 Hour Weekend Shift Coverage

This agreement shall apply only to the Instrument Maintenance Classification however other classifications or shift preference groups may also adopt said terms of this agreement if and or when such coverage if ever needed, and as agreed by the Company and the Union. The outlined shift is an alternative to other available work schedules and shall be considered as "Trading Shifts" under existing provisions of Article 10 Section 3(d) and as outlined below.

Provided the Company and the Union agree, it is permissible for a classification to work a 12-hour weekend shift schedule provided such a shift enhances plant operations, the parties further agree to the following:

1. A trial period of six months shall be implemented upon agreement by the Company and Union as follows:
    a. A two-thirds (2/3) agreement of the affected employees within the classification or effective shift preference groups and,
    b. The approval of the organization Manager of the affected classification/shift preference group.

2. At the completion of the six-month trial period, the Company and Union will meet to jointly determine if the 12-hour weekend shift should continue and if any adjustments to the shift are required. If it is continued a shift preference will be provided on an annual basis.

3. If differences arise from the 12-hour weekend shift they will be received by a joint Company/Union Committee. If the Committee is not able to resolve issues, then it will be subject to the 2nd step of the Grievance Procedure. This committee will consist of three (3) Company and three (3) Union representatives.

4. The starting time will commence at 7:00 a.m., and end at 7:00 p.m. daily.

5. The first twelve (12) hours worked will be at straight time, with no shift differential and concluded with a shift turnover at the conclusion of each shift. A meal allowance will be paid after 14 hours of continuous and successive work.

6. Vacations will be paid and charged in (1) hour increments (no intent to change vacation hours entitlement).

7. The twelve (12) hour shift will cover Friday, Saturday, and Sunday and at the option of the company can also be adjusted to cover Saturday, Sunday, and Monday. Either shift will be designated as the 12-hour weekend shift.

8. The fourth day worked will be considered as the sixth consecutive day, and the fifth, sixth, and seventh day worked will all be considered as the seventh consecutive day, for pay purposes via payroll provisions.

9. Any overtime worked will be paid as outlined within this agreement or as prescribed within existing contract language and shall be on separate overtime list.

10. 12-hour weekend shift employees will have a paid lunch period. However, it is to be as short as possible.

11. A standard day's work shall consist of twelve (12) hours worked within a workday. A standard work week shall consist of a scheduled 40 hour week inclusive of three (3) standard days' work within a workweek and with 4 hours of turnover and available consultation period each week (Friday, Saturday, & Sunday or a Monday, Saturday, & Sunday schedule), amounting to a total of thirty-six (36) hours worked, and paid 40 regular hours each work week and shall be considered a standard 40 hour weekly work schedule regarding pensions and applicable benefits.

12. Work scope shall be assigned by management and will include routine and emergent tasks.

13. Weekend premium will be paid for all hours worked on Saturday and Sunday.

14. Military pay as current contract language allows.

15. Jury duty pay, as the current language allows. It is recognized that the employee shall be paid their base hourly rate for the time lost from the regularly scheduled 12-hour shift. Jury Duty scheduled or any hours therein that are on schedule days of work will be credited as hours worked.

16. Funeral Pay – An employee who is excused from work because of the death of a member of his/her immediate family, shall be paid at base hourly rate for time missed up to a maximum of three (3) consecutive scheduled twelve (12) hour work days. Immediate family is defined in the contract.

17. If an observed holiday falls within the 12-hour weekend shift schedule, it will be paid in accordance to the existing 12 hours shift rules, namely Section 5, paragraph 13 and is inclusive of all holiday and premium hours to be paid.

Section 7. Overtime Opportunity

(a) Overtime Staffing

Emergent or off-normal situations may arise for a number of reasons in work evolutions at any of the work sites within the MCS operation. In addition, workload perturbations may result in requirements for additional scheduled or unscheduled work to be completed in the workweek. In an effort to complete such work in a timely and efficient manner the overtime opportunities will be offered to the represented workers within the respective classifications responsible for the work scope execution. The Union commits to work with the Company to assure overtime opportunities are staffed.

When overtime canvassing in the respective group exhausts the applicable overtime list, the Company will canvas from qualified back up overtime list(s) to efficiently staff the work, for which at least one back up list, or mutually agreed upon alternate assignments to others qualified, may be made for each list, or through the implementation of special shifts, in order to ensure adequate coverage of work.

(b) Responsibility

It shall be the responsibility of supervision to keep overtime lists by classification, group, department or departments, according to overtime worked. Lists will be arranged by seniority, and overtime will be offered to the most-senior, low-houred employee. Deviations from this procedure will be considered proper and equitable if there is good reason for such deviation and not more than sixteen (16) hours difference among employees exists within an overtime list. The method of offering and charging overtime opportunities will be the same. Any time an overtime list exceeds the sixteen (16) hour balance, all employees out of balance will be charged and paid sufficient number of hours to bring the list in balance.

(1) A. Applicable overtime lists, which have been established, shall be posted and kept up to date as overtime occurs

B. Lists shall be posted in an accessible location to enable employees to review.

(2) When determined during a shift that additional employees are needed on the following shift, it shall be offered to those who are currently working on their regularly scheduled shift.

(3) When determined during a working shift that additional employees are needed on that shift, it shall be offered to those who are normally scheduled to work on the oncoming shift.

(4) When determined that overtime shall be utilized to supplement a regular weekly working schedule which cannot be offered according to Items 2 and 3 above, it shall be offered as established in the first paragraph of this section for departments using a one (1) list concept, and departments using multiple lists shall offer the overtime to individual(s) in the group(s)

(5) In offering overtime, it is understood that Items 2 (off-going shift) or 3 (on-coming shift) shall not take precedence over Item 4 if applying Item 2 or 3 shall result in exceeding the sixteen (16) hour difference between employees within a list.

(6) An employee moving to a new list shall be put on the list according to seniority, and if the employee has more hours than the maximum on that list, the hours will be reduced to that maximum. When an employee has fewer hours than the minimum on that list, the minimum hours on that list will be assumed

When an employee is neither higher nor lower, actual hours will be carried to the new list

New employees, employees who return to the bargaining unit, and employees who move from one classification to another, shall assume the maximum number of hours on the overtime list on which they have been placed.

(7) Each calendar year supervision may readjust the overtime list for easier administration by reducing the hours of the lowest-hour employees to zero (0) and reducing the remaining employees by the same number of hours

(8) Employees shall be contacted for overtime except for those on any type of authorized leave of absence, including jury duty and funeral leave. Employees who miss overtime because they are absent for any reason, or who refuse when offered, or who are not readily available by telephone, shall be charged overtime as having been offered the overtime. Employees on any type of authorized leave of absence, including jury duty and funeral leave, shall return from leave in the same relative position within the overtime group as when the absence began. If in offering overtime an employee would exceed the sixteen (16) hour limit due to the fact the employee is working the shift on which the overtime is being worked, sufficient hours will be charged to keep the list in balance

(9) A minimum of two point seven (2.7) overtime hours shall be charged any time a pay minimum or

guarantee of four (4) hours is involved. However, if no guarantee is involved, then actual hours and tenths of an hour shall be charged but not less than one (1) hour.

(10) Each year an employee may request that his/her name be removed from the classification, department or group overtime list for call-in purposes only, and in addition once each year at the option of the employee have his/her name either added to, or removed from the call-in overtime list by written application to supervision.

(11) In order to resolve disputes, which may occur in the application of the overtime procedure, they shall first be reviewed by a joint Company-Union committee, made up of two (2) Company and two (2) Union representatives. The establishing, combining, or eliminating of overtime lists will also be subject to the Committee review. Failure to resolve the issue will then make it subject to the grievance procedure.

(12) Whenever overtime is to be offered, supervision has the option of consulting the Committeeperson or Steward and if agreement is reached on who is to be contacted, the Company will not be liable for any misapplication, nor will any grievance be filed.

(13) All overtime opportunities shall be charged when offered (Reference paragraph (8) above). If an overtime opportunity is cancelled, charged hours for that opportunity shall be removed. No more than a maximum of eight (8) hours shall be charged for any one (1) eight (8) hour work period.

(14) Classifications or groups may establish overtime practices that are not addressed by contract language. However, such practices may be established only by a consensus of two-thirds (2/3) of the affected classification(s) or group(s) and with the consent of the appropriate supervision.

Section 8. Overtime or Premium Hours

(a) Duplication of Premium Hours

Overtime or premium payments shall not be duplicated for the same hours under any of the terms of this Contract. Hours that are compensated for as overtime or premium under one (1) provision shall not be counted as hours worked in determining overtime or premium compensation under the same or any other provision, except as provided in Section 8(b). (See Section 4 for 10-Hour Shift Rules and Section 5 for 12-Hour Shift Rules).

(b) Crediting of Hours

(1) Paid and Unpaid Union time, Jury duty time, vacation, funeral absence, schedule change, holiday worked, Reporting for Work, Section l2 (a) (l), and sixth (6th) consecutive day worked, which are compensated for under other appropriate provisions of this Contract shall be credited as hours worked in computing overtime and in determining days worked for sixth (6th) and seventh (7th) consecutive day application, except that, to avoid duplication, there shall be credited only eight

(8) hours for any one calendar day. (See Section 4 for 10-Hour Shift Rules and Section 5 for 12-Hour Shift Rules).

(2) Holiday not worked, but paid, shall be credited in the same manner. (See Section 4 for 10-Hour Shift Rules and Section 5 for 12-Hour Shift Rules).

(c) Offsetting Overtime Hours

An employee shall not be required to take off a corresponding amount of time before the end of his/her regular shift or in any subsequent scheduled workday in the same workweek to offset any overtime worked.

Section 9. Transportation

The Company shall continue its practice of arranging transportation home for employees who work overtime without sufficient prior notice thereof.

Section 10. Overtime or Premium Payments

(a) Time and One-Half

An employee shall be paid at the rate of one and one- half (1-1/2) times base hourly rate of pay and at the rate of one and one-half (1-1/2) times any applicable shift differential for:

(1) All hours worked in excess of eight (8) hours in any twenty-four (24) hour period or for all hours worked in excess of forty (40) hours within the workweek, whichever method of computation provides at the end of the workweek the greater total pay to the employee. (See Section 4 for 10-Hour Shift Rules and Section 5 for 12-Hour Shift Rules).

(2) All hours worked on the sixth (6th) day worked in a workweek, provided he/she has worked or is credited with a minimum of four (4) hours in each of the preceding five (5) workdays of that workweek. (See Section 4 for 10-Hour Shift Rules and Section 5 for 12-Hour Shift Rules).

(3) Schedule change, payment for the first (1st) eight (8) hours worked on a new schedule except when such change is made at the request of or for the convenience of the employee or unless notified thereof in the preceding workweek of a change in an employee's working schedule from one shift to another, from one rollout day to another, or in scheduled vacation

(b) Two Times

An employee shall be paid at the rate of two (2) times base hourly rate of pay and at the rate of two (2) times any applicable shift differential for:

(1) All hours worked in excess of sixteen (16) continuous hours, exclusive of the non-paid lunch period for Straight Day Shift, and for all hours worked on the seventh (7th) consecutive day worked in a workweek, provided he/she has worked or is credited with a minimum of four (4) hours in each of the preceding six (6) workdays of that workweek. (See Section 4 for 10-Hour Shift Rules and Section 5 for 12-Hour Shift Rules).

(2) Schedule change, if such change results in more than eight (8) hours worked in a twenty-four (24) hour period or more than forty (40) hours worked in a workweek, except when such change is made at the request of or for the convenience of the employee.

(c) Two and One-half Times

An employee shall be paid at the rate of two and one-half (2-1/2) times base hourly rate and at the rate of two and one-half (2-1/2) times any applicable shift differential for:

(1) All hours worked on a day observed as a holiday.

(d) Holiday Call-in

An employee who is required to work on a holiday that was scheduled as a day off shall be paid eight (8) hours at base hourly rate, and shall be paid at the rate of two (2) times base hourly rate and two (2) times applicable shift differential for all hours actually worked up to and including eight (8). All hours worked in excess of eight (8) shall be paid under Section 10 (c).

(e) Special Consideration - Credited Hours

As an exception to premium payment for hours not worked and for the express purpose of compensating an employee who works an overtime opportunity on his scheduled day(s) off and has prescheduled vacation, jury duty or funeral absence on the sixth (6th) or seventh (7th) workday of the work-week, all hours worked or credited over forty (40) hours will be paid in accordance with the sixth (6th) and seventh (7th) workday principle. (See Section 4 for 10-Hour Shift Rules and Section 5 for 12-Hour Shift Rules).

(f) Salaried Exempt Employees.

(1) A salaried exempt technical or professional employee shall receive additional compensation for overtime hours worked beyond forty (40) hours a week and shall be paid at the straight time rate of one (1) times base hourly rate of pay.

(2) For purposes of overtime payment, the hourly rate for salaried exempt employees is derived by dividing the employee's annual salary by 2080 hours.

(g) Temporary Work Assignments

An employee who, at the request of the Company, is temporarily required to work in a classification other than his/her own shall be paid at the rate of one and one- half (l-1/2) times of either the employee's rate of pay, or the rate of the classification to which he/she is assigned, whichever is higher, and at the rate of one and one-half (l-1/2) times any applicable shift differential for all time spent performing such work except in those situations which have been established by longstanding past practice, in emergencies, or when the assigned classification is not available for call-in

An employee assigned under long-standing past practice, in emergencies, or when the assigned classification is not available for call-in, shall suffer no reduction in rate of pay. When assigned temporarily to do work in a classification having a higher labor grade, the employee shall be paid the maximum rate of the higher labor grade.

Section 11. Holidays

(a) Eleven Holidays

The following holidays shall be observed: New Year's Day, Good Friday, Memorial Day, Independence Day, an additional holiday which shall be the day related to Independence Day, Labor Day, Columbus Day, Thanksgiving, the day after Thanksgiving, Christmas, and an additional day related to Christmas. The "additional" days shall be observed on a day Monday through Friday as mutually determined. An employee may choose to take Martin Luther King Jr. Day as a holiday rather than Columbus Day. Designation of which holiday is to be taken must be given to appropriate supervision by the end of December, preceding the calendar year during which the holidays are to be observed, Martin Luther King Jr. Day is observed on the third Monday in January.

(b) Saturday/Sunday

Should one of these holidays fall on a Sunday, the following Monday shall be observed as the holiday, and work on such Sunday shall not be compensated for under the holiday pay rules.

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Should one of these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday and work on such Saturday shall not be compensated for under the holiday pay rules.

These changes shall not apply for A, B, C, D shifts, as holidays will be scheduled on workdays.

(c) Not Worked

An employee who is not scheduled to work on a day observed as a holiday or who is scheduled to work and reports off before the start of the shift due to illness shall be paid an amount equal to eight (8) times base hourly rate, provided he/she works a minimum of eight (8) hours in the week in which the holiday is observed or is absent because of funeral leave, jury duty, military leave, contract negotiation meetings, or on an approved vacation for any other day(s) of such week. However, duplicate payment

shall not be made for holidays except as provided in Article 13, Section 5. This provision does not apply to an employee who reports for work after being hired or recalled in the week of, but subsequent to, a holiday

Section 12. Shift Differential

(a) 12-Hour Rotating Shift

A shift differential of seventy (70) cents hour will be paid for hours worked between 7:00 p.m. and 7:00 a.m. No shift differential will be paid for hours worked between 7:00 a.m. and 7:00 p.m.

(b) Exclusion of Payment

Shift differential shall not be paid for hours paid for but not worked

(c) Straight Day Shift

No shift differential will be paid for work performed on Straight Day shift.

Section 13. Weekend Bonus

An employee who works Saturday and/or Sunday, as part of their normal work week, shall receive an additional sixty cents ($.60) per hour for such hours worked. In no case shall such payments be applied to hours not worked. (See Section 4 for 10-Hour Shift Rules and Section 5 for 12-Hour Shift Rules).

Section 14. Lunch Period

(a) Non-Paid Lunch Period

Employees working on shifts designated as Straight Day shift shall have a non-paid lunch period of thirty (30) minutes to begin not earlier than three and one-half (3-1/2) hours or later than five (5) hours after the shift begins. For a lunch period outside these hours an additional thirty (30) minutes at base hourly rate shall be paid. If such employees are not permitted a lunch period during the Straight Day shift, they shall be paid at time and one-half (1-1/2) base hourly rate plus time and one-half (1-1/2) applicable shift differential for the time worked in excess of eight (8) hours.

(b) Paid Lunch Period

Employees working on shifts designated as ”12-Hour Rotating” shifts or as “Irregular” shifts shall have no time deducted for a lunch period, which shall be as short as possible.

(c) Meal Allowance Premium

An employee who is required to work overtime and who works ten (10) or more continuous and successive hours (excluding the lunch period of a Straight Day Shift worker) shall be paid a meal allowance of five dollars ($5.00) which shall be included in the regular paycheck. An additional meal allowance shall be allowed for each four (4) hours of consecutive work performed thereafter. (See Section 4 for 10-Hour Shift Rules and Section 5 for 12-Hour Shift Rules).

(1) No time shall be deducted for lunch periods during such overtime work, it is being understood that they shall be made as short as possible.

Section 15. Minimum Guarantee Payments

(a) Reporting for Work

(1) An employee who reports for work at the start of his/her regular shift or at the time appointed by the Company without previously having been notified not to report, shall be given at least four (4) hours work, or if no work is available, four (4) hours pay at base hourly rate, except that if work is unavailable as the result of causes beyond the control of the Company, it shall not be so obligated.

(2) Failure on the part of an employee to keep the Company informed of a current telephone number shall relieve the Company of its responsibility under this section of the Contract.

(b) Work Before Shift Starts

An employee required to report for work before the regular scheduled starting time shall receive pay at one and one-half (1-1/2) times base hourly rate**,** plus one and one-half (1-1/2) times applicable shift differential as overtime pay for all such work performed, This provision does not apply to shift turn over.

(c) Work After Shift Ends

(1) An employee required to work overtime beyond the end of his/her scheduled shift, shall receive not less than four (4) hours pay at base hourly rate or one and one-half (1-1/2) times base hourly rate**,** plus one and one-half (1-1/2) times applicable shift differential for all such work performed, whichever is greater.

(2) It is understood that one (1) above does not apply to an employee who may be required to remain on assignment due to the absence or tardiness of another employee who is scheduled to relieve him/her, or to an employee who is held on the job up to the end of the scheduled shift

(d) Emergency Call-In

An employee who has left the plant and is called in by the Company to perform work shall receive not less than four (4) hours pay at base hourly rate or pay at one and one-half (1-1/2) times base hourly

rate**,** as overtime pay for such work performed, whichever is greater. If the work is performed on a day observed as a holiday, which the employee was not scheduled to work this guarantee, shall be in addition to holiday pay.

(e) Required Training

An employee required to report to plant site or stay beyond his/her regularly scheduled shift for training purposes shall be entitled to the minimum guarantee of four (4) hours base hourly rate**, or** actual hours worked at one and one-half (1-1/2) base hourly rate, whichever is greater.

(f) Shift Overlap

For the purpose of transferring information by off-going shift personnel with on-coming shift personnel, the parties agree to a fifteen (15) minute shift overlap to be prior to the shift. It is understood that Article 10, Section 15 (b) and (c) do not apply to this overlap period. It is also understood that this shift overlap period will not be deemed an extended work schedule as defined in Article 13, Section 2. Payment for the fifteen (15) minute shift overlap period will be at double time.

The Company has sole discretion as to which (if any) positions will participate in shift overlap. The Company may make additions or deletions to a list of those positions, or may establish the shift overlap at the end of the shift based on operational considerations. In the event such a change is made, the affected employees will be provided at least one (1) week's advance notice and the Union will be provided at least two (2) week's advance notice.

Section 16. Jury Duty Pay

Any employee who is required to serve on a municipal, county, or federal jury, or grand jury, shall be paid the base hourly rate for the time lost from the regularly scheduled work shift by reason of such service subject to the following provisions:

(a) Notification of Supervision

Employees must notify their supervision within 24- hours after receipt of notice of selection for jury duty.

(b) Eligibility

In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received.

Section 17. Funeral Pay

An employee who is excused from work because of the death of a member of his/her immediate family shall be paid at base hourly rate for time missed up to a maximum of three (3) consecutive scheduled workdays. For the purpose of this section, the term "a member of the immediate family" shall be defined as and be limited to the following: spouse, children, stepchildren, parents, stepparents, grandparents, grandchildren, brothers, stepbrothers, sisters, stepsisters, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, parents-in-law of the employee, grandparents-in-law, and, if they reside in the employee's household, other dependent relatives.

Section 18. Military Pay

An employee who has completed his/her probationary period, who is a member of a reserve component of the Armed Forces and who is required to enter upon active annual temporary training duty, or temporary special service, shall be paid the difference between the amount of base pay received from the Federal or State Government for such duty and the employee's base hourly rate for the time lost while on such duty up to a maximum period, beginning with the first (1st) regularly scheduled workday missed, of twenty-eight (28) calendar days per year. This includes one (1) weekend training period per calendar year subject to the maximum of twenty-eight (28) calendar days per year. Reimbursement is subject to the following provisions:

(a) Orders

An employee must submit to supervision, as soon as possible after receipt, evidence of orders to report for training.

(b) Statement of Service

When the employee returns to work, he/she must submit to supervision a statement supporting payment for such duty.

(c) Hours not Credited

Time off from work paid for under this section shall not be counted as hours worked in the computation of overtime or premium pay.

(d) Exclusions in Determining Payment

Such items as subsistence, rental, travel allowance and pay for non-scheduled workdays, shall not be included in determining base pay received from Federal or State governments.

ARTICLE 11 WAGES

Section 1. Base Hourly Rates

The base hourly rates, labor grades, and job classifications as set forth in the Appendices of this contract, which have been fixed on a permanent basis, shall remain in effect for the duration of this Contract, unless revised by the Union and Company.

ARTICLE 12 LAYOFF ALLOWANCE

Section 1. Eligibility

(a) Employees who are laid off by the Company on account of a reduction in force shall be paid a layoff allowance in accordance with the eligibility schedule in paragraph (c) below

(b) Employees terminated for medical reasons who do not qualify for benefits (excluding vested pensions) under the pension plan referred to in Article 19 or who are laid off without recall rights, shall be paid a termination allowance in accordance with the eligibility schedule.

(c) Layoff Allowance Eligibility Schedule – General Maintenance Technician, Instrument Maintenance Technician, Electrical Maintenance Technician, Operator Technician, Site Services Technician

CONTINUOUS SERVICE ALLOWANCE

Less than 3 months	No allowance
3 months but less than 1 year	1 week (or 40 hours)
1 year but less than 3 years	1-1/2 weeks (or 60 hours)
3 years but less than 5 years	2-1/4 weeks (or 90 hours)
5 years but less than 7 years	3 weeks or 120 hours)
7 years but less than 10 years	7 weeks (or 280 hours
10 years but less than 11 years	8 weeks (or 320 hours)
11 years but less than 13 years	9 weeks (or 360 hours)

13 years but less than 15 years	10 weeks (or 400 hours)
15 years but less than 17 years	11 weeks (or 440 hours)
17 years but less than 18 years	11-1/2 weeks (or 460 hours)
18 years or more	Effective January 1, 2022: Same as for 17 years plus 1/2 week (20 hours) for each added year of service, to a maximum of 18 weeks (720 hours) at 30 years for Operations, Maintenance, and Site Services Unit classifications

For those employees who have accrued a layoff allowance greater than 720 hours per the provisions of the prior Agreement will be grandfathered at the level of layoff allowance accrued as of the effective date of this agreement; and shall not accrue additional layoff allowance.

(d) Layoff Allowance Eligibility Schedule – HST Unit, P&T Unit, Admin Assistant Unit Classifications

CONTINUOUS SERVICE ALLOWANCE

Less than 3 months	No allowance
3 months but less than 1 year	1 week (or 40 hours)
1 year but less than 5 years	2 weeks (or 80 hours)
5 years but less than 7 years	3 weeks (or 120 hours)
7 years or more	4 weeks (or 160 hours)

Section 2. Occupational Disability

An employee who is terminated by the Company on account of reduction in force, who during the course of employment has suffered an occupational disability (as defined in Article 17, Section 4) for which the Industrial Commission of Ohio has awarded a permanent partial disability of fifty (50) percent or more prior to the time of termination, shall receive an additional layoff allowance equal to the schedule in Section 1. Such employee shall be deemed to have no right to further employment with the Company.

Section 3. Payments

Calculation of payments under Section 1 above shall be based on the employee's base hourly rate at time of layoff.

Section 4. Recall Eligibility

An employee on layoff who is recalled and subsequently laid off will have his/her layoff allowance computed based on his/her most recent recall date plus any unused portion previously earned.

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ARTICLE 13 VACATIONS

Section 1. Eligibility

Vacation eligibility is as follows:

(a) An employee must complete one (1) year of Company Service Credit to obtain initial eligibility for two (2) weeks' vacation.

(b) During calendar years in which an employee completes from two (2) through four (4) years of Company Service Credit, he shall receive two (2) weeks of vacation.

(c) During calendar years in which an employee completes from five (5) through nine (9) years of Company Service Credit, he shall receive three (3) weeks of vacation.

(d) During calendar years in which an employee completes from ten (10) through fourteen (14) years of Company Service Credit, he shall receive four (4) weeks of vacation

(e) During calendar years in which an employee completes from fifteen (15) through twenty-nine (29) years of Company Service Credit, he shall receive five (5) weeks of vacation

(f) During calendar years in which an employee completes thirty (30) or more years of Company Service Credit, he shall receive six (6) weeks of vacation.

All employees hired during the initial staff-up period of the DUF6 plant whose adjusted Company Service Credit date is prior to April 1, 1996, shall be privileged to a vacation eligibility of six (6) weeks after twenty-five (25) years of allowable MCS Company Service.

Any employees hired during the initial staff-up period of the DUF6 plant whose Company Service Credit date is prior to April 1, 1996, who have already earned their sixth (6th) week of vacation prior to coming to the DUF6 plant shall not have their vacation allotment reduced by MCS.

All employees who are hired after the initial staff-up period of the DUF6 plant shall not receive six (6) weeks of vacation until they achieve thirty (30) years of allowable Company Service Credit.

Any employees in HST, P&T or Admin Assistant classifications who at the time of ratification of this Agreement had accrued eligibility for more weeks of vacation than they would be entitled to receive under this Section will be red-circled at their current vacation eligibility. They will maintain their current weeks of vacation until they meet the necessary years of Company Service Credit specified above for additional weeks of vacation.

Section 2 Extended Working Schedule

If a department is on an extended working schedule at the time a vacation is taken, the vacation pay shall be consistent with the employee's department's extended working schedule. However, an employee shall not be charged more than five (5) eight (8) hour days' vacation for any one (1) work- week if he is a day worker. An employee who is on vacation shall receive the base hourly rate at the time the vacation was taken for each hour of vacation for which qualified.

Section 3 Vacation Period

The vacation period shall be on a calendar year basis from January 1 to December 31 inclusive. All vacations shall be taken within the vacation period, except that an employee may defer vacation until the next vacation period.

Section 4 Deferred Vacation

An employee may defer his/her vacation only until the end of the following vacation period. Any employee who is unable to take any deferred vacation due to occupational or non-occupational disability will be paid for any unused portion thereof

In addition to deferring vacation, an employee may elect to participate in the Vacation Banking Program. Requests to participate in the program shall be submitted to the Company prior to November 30th of each calendar year. Banked vacation shall be credited to the employee's account January 1st of each year.

(1) An employee may elect to bank up to one half (1/2) of their annual earned vacation up to a maximum of twelve (12) weeks (i.e., 60 workdays).

(2) A participating employee can, following two (2) years from initiating participation, use up to two (2) weeks of banked vacation during a calendar year (begins January 1 of each year). Such use will be with prior approval of Human Resources and the employee's supervisor and is subject to scheduling by vacation policies. In a case of extreme hardship or medical emergency, more than two (2) weeks of banked vacation may be used if all of the current year's vacation and all deferred vacation have been used, and with approval from the Manager of Human Resources.

(3) Vacation hours banked at the time of an employee's separation from the Company will be paid to the employee upon separation. Separation shall be defined as when an employee is laid off, released, resigns, retires, or dies.

(4) All vacation hours banked will be paid out at the employee's hourly rate of pay as of the date of use or of his/her separation from the Company.

(5) The Vacation Banking Program is not to be construed as an ERISA plan, and all payments will be made out of the general assets of the Company.

At the end of a calendar year, any unused vacation from that calendar year that is not banked will automatically be deferred. Deferred vacation from the previous year that is not used or banked will be lost.

Section 5 Holiday During Vacation Period

If a day observed as a holiday occurs during an employee's vacation, such employee shall receive eight (8) hours pay at base hourly rate in addition to vacation pay, and may elect to take a day of excused absence without pay, and consecutive with the vacation, provided such additional day of absence is scheduled in advance.

Section 6. Scheduling

Vacations are scheduled by the Company to be taken during the vacation period. Preference within a department, shift, or group as to dates shall be given on the basis of seniority, provided such preference is indicated prior to April 1. It is understood that such preference shall include vacation deferred from the preceding vacation period. An employee entitled to vacation may divide the vacation days into portions, some of which may be whole hour portions, in accordance with the following Schedule:

(a) Less than five (5) years continuous service - two (2) days (16 hours)

(b) Five (5) years continuous service but less than ten (10) years continuous service - four (4) days (32 hours)

(c) Ten (10) years or more continuous service - five (5) days (40 hours)

Whole hour portions of vacations days as defined above may be used for sick and personal time off, with management approval.

The Company retains the right to limit the number of employees scheduled for vacation during any given week.

Employees who indicate their preference prior to April 1 will not have their vacation displaced by a more senior employee who indicates preference for the same period of time after April 1.

Section 7. Exiting Employees

An employee who is laid off, released, discharged, or who resigns, shall be paid for vacation earned but not

taken at the time employment is terminated.

Section 8. Deceased Employees

In the event an employee who is entitled to a vacation dies before taking that vacation, the person designated as beneficiary of his/her group Life Insurance shall be entitled to the vacation pay in the manner permitted by law. It is understood that the same person will receive any banked vacation pay in the manner permitted by law.

Section 9. Occupational Disability - Eligibility

An employee who loses time from the active payroll due to an occupational disability shall not have vacation reduced because of time lost due to such disability, but shall be entitled to take vacation after returning to work.

Section 10. Retirees - Pro Rata Vacation

Vacation Pay at Time of Retirement

Vacation hours remaining, not to include banked vacation hours, may, at the employee's option, be taken as time off or paid in a lump sum at retirement. In addition, the employee will receive a lump sum payment for a pro rata portion of the following year's vacation based upon the number of full months elapsed prior to the employee's retirement date.

The fraction of a pro rata portion to be paid is determined by dividing by twelve (12), the number of full months from January 1, to the date of retirement.

Exceptions to the general rule governing the calculation of pro rata vacation are:

1. If, because of leave of absence, the employee has not worked during the year in which retirement occurs, the employee nevertheless is eligible for pro rata vacation pay. This pay is determined by the number of full months elapsed from the first of the year in which the employee last worked until the start of the absence.

   Since the employee has not worked during the year in which retirement occurs, no current year's vacation is due.

2. If the employee has worked during the year in which retirement occurs but was on leave of absence for a period immediately preceding retirement, any period of such leave of absence which equals one or more full months is to be deducted in calculating the pro rata vacation payment. (Note: Reinstatement from leave of absence for vacation does not constitute "working.")

ARTICLE 14 HEALTH AND SAFETY

The Union and the Company jointly commit to an approach to safety, which is based on Integrated Safety Management System (ISMS) principles. A basic tenant of these principles is 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 encourage employees to follow safety policies and procedures as established in order to achieve these objectives. The company will maintain an ALARA program.

(b) The Company is responsible for maintaining a safe and healthful work place. The Company shall maintain a monitoring program that effectively determines exposure levels to all chemicals or physical agents, which are known to be hazardous in the work place. The present practice of providing the Union with copies of monitoring reports shall be continued. Results of such surveys will be made available to employees who request such information through their supervision.

(c) Employee(s) may present to appropriate supervision or through the suggestion system their recommendations in writing on matters relative to safe, sanitary, and healthful working conditions. They will be advised in writing of the disposition of such written recommendations and may discuss such written recommendations with appropriate safety representatives.

(d) No employee shall be required to perform work under conditions which are unsafe beyond the normal hazards of the operation in question. In such cases, the employee may discuss the matter with supervision and appropriate Company health and safety personnel. If the problem is not resolved, the employee may contact the appropriate Company manager for a decision. Any health or safety problem can be a proper subject for the grievance procedure after it has first been reviewed by the Company-Union Health and Safety Committee.

(e) All employees shall be given Health and Safety training appropriate to their work environment.

Section 2. Company-Union Health and Safety and ALARA Committee

(a) A joint Company-Union Health and Safety and ALARA Committee shall be established to consider health and safety matters of mutual concern and make appropriate recommendations. The Committee shall consist of eight (8) members: four (4) members to be selected by the Company, and four (4) members to be selected by the Union. The control of radiation and toxic chemical exposure to DUF6 employees to levels “As Low As Reasonably Achievable” (ALARA) is a commitment of the Company health protection program.

The following shall apply to the Committee:

(1) Meetings may be held monthly as determined by the Committee

(2) One (1) of the eight (8) members of the Committee shall act as Secretary and take the minutes of the meeting.

(3) Distribution of the minutes of each meeting of the Committee shall include all attendees and each employee whose suggestion or complaint was discussed during the meeting.

(4) This committee will review various aspects of employee exposure relative to work activities and will develop ALARA recommendations to be presented to Company management. These recommendations may encompass broad areas, such as PAL dose guidelines, engineering controls, and work practices. A joint review by the President of USW Local 689-03 and Company management will be conducted quarterly to help ensure that Committee recommendations constructively strive to address these issues.

(5) The Company recognizes that the role of the Union in health and safety matters is an advisory one.

(6) The Company shall provide for safety related training for the Union representatives on the Company-Union Health and Safety and ALARA committee. Such training shall be not less than forty (40) hours per individual per year for each Union worker on the committee.

Section 3. Safety Equipment and Devices

(a) Clothing

The Company shall continue to make provisions for the safety and health of employees while at work. The Company shall continue its practice of providing safety equipment and devices and such clothing (including shoes) as the Company requires employees to wear for their own protection. The term "requires" as used herein does not imply that the present policy of making clothes available on certain specified jobs shall be changed.

It is intended; however, that the present policy shall remain flexible to meet changing conditions.

(b) Prescription Glasses

The Company shall continue to furnish prescription safety glasses (tinted or otherwise) to employees as required by job assignment or a prescription approved by an ophthalmologist.

(c) Lockers Provided

Employees shall be provided with adequate locker(s).

(d) Safety Shoe Allowance

The Company will provide a $200.00 Safety Shoe Allowance (net after any applicable taxes) payment annually to bargaining unit employees. Employees will be paid the allowance in January of each calendar year. Employees who are required to wear safety shoes are required to maintain a serviceable pair of approved safety shoes for work at DUF6.

The Company will be responsible to communicate safety shoe requirements as indicated by any applicable regulatory requirements to each employee at the time the annual allowance is paid. These requirements will consider the various hazards of each respective employee's job duties. If the employee has purchased safety shoes with that year's allowance and, subsequently within the same calendar year; the Company makes changes in the safety shoe requirements that are significant enough to require new safety shoes, it is understood the company will assume any and all such obligations.

The Company will continue to provide safety shoes of the Company's choosing to new hires, if safety shoes are not otherwise available to them.

The Company will replace safety shoes that are damaged or contaminated beyond use for DUF6 work evolutions, if the employee has used their annual shoe allowance to purchase shoes during the calendar year and if the shoes were damaged on the job. If the employee has not yet purchased safety shoes during the calendar year in which the damage occurs, the Company will require the employee to purchase-acceptable replacement safety shoes using the allowance paid that year. In no case will the Company replace safety shoes which have been deliberately damaged or replace personal non-work-related shoes.

Situations may arise which are not specifically dealt with in this agreement. In such cases, the Company and the Union will work to achieve solutions which are fair and reasonable for all parties.

Section 4. Medical

(a) Records

Records relating to the radiation exposure of employees shall be maintained by the Industrial Hygiene and Health Physics Department. Such records shall be made available to the employee upon written request, or as required by DOE regulations.

(b) Physical Examination

(1) Employees shall be scheduled for routine physical examination in the Medical Department each two (2) years on an optional basis. Because of work assignment, some employees may be

scheduled for required physical examination more often if deemed necessary by the Medical Department. This may include in vivo counting. The employee shall be verbally informed of the results of such examinations by the Medical Department. Upon a written request of the employee the results of an examination shall be mailed to his/her personal physician.

(2) If the required periodic comprehensive physical examination discloses a medical disability (other than one caused by a non-occupational injury) which is disqualifying, in the judgement of the Medical Department as to the job then held by the employee, but not as to some other job or jobs, to be transferred to a job consistent with his/her medical restrictions and consistent with his/her length of service. Such employee must be qualified for the job prior to being transferred into it.

(3) While in such other job, the employee's rate of pay shall be the applicable rate of the job held by him/ her at the time of disqualification or the rate of the job to which he/she has been transferred, whichever is the higher.

(4) Should the disability be determined by the Medical Department on the basis of the finding of the employee's private physician - i.e., should such a finding be accepted by the Medical Department in lieu of undertaking its own required periodic comprehensive physical examination - the rate-retention provisions set forth above shall apply equally to that disability.

(5) When, in the judgment of the Medical Department, the employee's medical disqualification no longer exists, the employee may be re-assigned to a job consistent with his/her seniority rights, and qualification and shall therewith lose the above-specified rate protection.

(c) Scheduling Follow-Up Medical Treatment for Employees with Occupational Injuries

(1) The Company will continue to reasonably accommodate employees who request to be released from work for medical appointments resulting from occupational injuries. Employees, in turn, will be expected to work with supervision to schedule such appointments so as to minimize the need for loss of work time. They are also expected to provide as much notice of the need to be released from work as possible.

(2) The Company will notify the Union of individual cases of employee non-cooperation, requests resulting in special operational problems, or questions of excessive use of release time. It is recognized by the Union that the Company will employ all proper avenues in seeking relief from such circumstances.

Section 5. Integration of USW Triangle of Prevention Program with ISMS Program

(a) The Company and the Local Union will jointly assess the existing and required Integrated Safety Management System (ISMS) program and ensure that the key elements of the USW Triangle of Prevention (TOP) program are captured, tracked, and maintained within the ISMS program.

(b) The Parties agree to support and participate in the development of an annual training package (as described in this document) for the program year beginning on the date signed below. The training package will be completed as stated below for applicable DUF6 employees under the following conditions:

1. Training will be performed at an appropriate facility on the PORTS site or at an appropriate facility within a reasonable driving distance from the PORTS site during regular working hours.

2. Training will be implemented within the framework of the Company ISMS Program with additional elements excerpted from the USW/TOP program. The Company will furnish equipment to include, but not limited to, pens, pads, flipchart paper, markers, etc. for the training classes.

3. The Company shall provide training room(s) and secure storage of the equipment and supplies to be used by the trainers.

4. The Company is responsible for developing a pay code for all mutually agreed upon USW expenses and fees, up to $50,000 associated with worker-trainer development and health and safety training driven by the Company's ISMS program with key elements excerpted from the USW/TOP program. Such expenses may include, but not be limited to:
    a. Annual Goals Charting session with the ISMS Steering Committee.
    b. The USW Safety Representative shall be trained in conducting Incident Investigations and receive periodic refresher training and shall be permitted time to conduct Incident Investigations utilizing the USW Triangle of Prevention (TOP) Systems of Safety Root Cause/Logic Tree Analysis method.
    c. OSHA 10 Hour General Industry Training to be provided to those DUF6 employees selected by Company Management, and paid to the USW/TMC Educational Institution.

(c) The Company commits to a full time equivalent DUF6 United Steelworker (USW) Local Union safety representative, elected by the USW/Company membership. Organizationally, within the Company the USW local Union safety representative will be integrated with the Company's ES&H Team. Responsibilities of the Local Union safety representative will be as follows:
- Integrate the key elements of the USW TOP programs within the Company ISMS programs.
- Programmatic support to ES&H, including participation in the company's ES&H related committees.
- Field safety support, including participation in hazard reviews, walk downs, AHA development, work package reviews and evaluations as mutually agreed upon.
- Conduct ES&H related trainings upon request of Company Management
- Represent Company workers at USW Site-Wide Safety committee meetings.
- Other duties assigned and mutually agreed upon.

(d) The Local Union Safety Representative will co-chair the Company's ISMS Steering Committee and will be a voting member of all Company safety sub-committees; currently the Workers' Involvement

Network (Company Joint-Labor Management Safety Committee), the Senior Review Board (SRB), and the VPP Steering Committee.

(e) The Company shall involve the Local Union safety representative as well as select members of the Company Incident Team Investigation in safety related investigations.

(f) The Company will annually send a minimum of two (2) hourly representatives to the USW Health and Safety Conference and Expo National Convention and to the Annual National VPPPA Conference. The Company shall pay the associated costs to attend these conferences including wages, hotel, travel, meals. The daily per diem rates will be calculated by state of destination according to the Federal Pay Per Diem Rates Schedule.

(g) The Company and the Local Union understands that this is a continued application of elements of the USW TOP program within the Company's ISMS program and agree to continue to integrate the basic concepts outlined in the USW TOP program guide into the Company's ISMS program.

(h) The parties agree that the Company retains the exclusive legal responsibility for maintaining a safe and healthful workplace.

ARTICLE 15 JOB DESCRIPTIONS

Section 1. Agreement

The agreed upon job descriptions are a part of this Contract. They describe in general terms the core duties, responsibilities, and job content of each of the classifications established in this contract. As a result of the reduction of the total number of job classifications recognized in this contract to five (5), duties formerly accomplished by previously existing job classifications will now be accomplished by these five (5) remaining job classifications. The intended work flow from former job classifications into the present five (5) job classifications is indicated by Appendix “F” of this collective bargaining agreement.

In addition, the agreed upon job descriptions for the twenty-one (21) HST, P&T, and Admin Assistant classifications included in Appendix A are a part of this Contract.

Section 2. Past Practice

As these job descriptions are general in nature, and the reduction in job classifications having recently been negotiated, there shall occur some tasks, which are not specifically listed in any of the classifications. There shall be no change as to which classification performs certain work, once it has been established, unless changed by agreement of the joint classification committee. Unresolved disputes concerning the assignment of tasks are subject to the Grievance Procedure beginning at Step 4.

Section 3. Joint Classification Committee

The Joint Classification Committee may provide an option to the Company and the Union in handling specific issues as described below. The parties recognize and agree that the Joint Classification Committee will only be used as a tool in handling these issues in instances where both parties mutually agree to such process. This process is entirely optional and shall not proceed over the objection of either of the parties. The decision not to employ the Joint Classification Committee shall not limit the ability of either party to pursue issues through alternate means.

All rights of both parties shall be preserved if no agreement is reached through the Joint Classification Committee if such an effort is undertaken.

A Joint Classification Committee composed of three (3) members each from the Company and the Union is established. This Committee shall evaluate and approve new classifications, modifications and deletions to classifications during the term of this contract.

A Joint Classification Committee will review and approve job descriptions, job consolidations, and make rate evaluations recommendations as well as defining the assignment of unlisted tasks to the appropriate classification or classifications

New classifications or changes in classification will not be implemented without the approval of two (2) members representing each party.

ARTICLE 16 MISCELLANEOUS

Section 1. Work by Non-Bargaining Unit Personnel

(a) Definition
Non-bargaining unit personnel shall consist of any individual in the employ of the Company who is not represented by Local No. 689-03, USW.

(b) Emergency-Instructional
Non-bargaining unit personnel shall not do work normally performed by the bargaining unit. This does not prevent such non-bargaining unit personnel from performing necessary functions such as operating equipment or processes in emergencies or from instructing employees.

(c) Experimental
Development personnel engaged in work of a development or experimental nature may perform manual work provided that such work does not deprive bargaining unit employees of work normally done by bargaining unit employees.

Section 2. Payday

Friday is the regular payday for the workweek ending seven (7) days prior thereto. Weekly paychecks or direct deposit advice statements will be delivered to employees. The Company shall continue to permit employees whose vacations are scheduled not less than two (2) weeks in advance to be paid their vacation pay on their last scheduled workday prior to the start of such vacation.

Section 3. Bulletin Boards

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

Section 4. Union Representatives - Plant Supervision

The Union agrees to furnish the Company with a current list of its accredited representatives.

Section 5. Working Shift - Union Representatives

The Company agrees to allow Local Union officers employed by the Company to work on day shift, as long as each is serving in such representative capacity, provided the Local Union so requests in writing. The Local Union recognizes that such agreement may cause a more senior employee off of a day shift.

Section 6. Non-Discrimination

No employee shall be discriminated against by reason of race, religion, color, national origin, sex, age, handicap, or veteran status.

Section 7. Written Notice - Policy Changes

The Company shall give the Union prior written notice, where practicable, of changes in policies, which directly affect employees of the bargaining unit.

This shall not be construed to be a waiver of the Union's right to bargain on negotiable issues, nor shall it be constructed to grant bargaining rights on issues where no such right otherwise exists.

Section 8. Working Conditions

Any benefit, privilege, or working condition, not specifically exempted by this agreement, provided or extended to employees in the past under Company employment, will not be discontinued without prior discussion between the Company and the Union Negotiating Committees. In the event a mutual agreement cannot be reached, the Company may take action, and the matter may be submitted to Arbitration for a binding decision

as to whether the change is valid and reasonable.

This shall not be construed to be a waiver of the Union's right to bargain on negotiable issues, nor shall it be constructed to grant bargaining rights on issues where no such right otherwise exists.

Section 9. Educational Assistance

The Company shall provide financial assistance to eligible employees who while still employed and outside of their regular working schedule satisfactorily complete approved courses in accordance with educational assistance programs as established by the Company.

Section 10. Definition – Days

The term "days," as used in this Contract, shall mean consecutive calendar days except as otherwise indicated.

Section 11. Utilization of Work Force

(a) The Company recognizes a responsibility to utilize all its employees and will not subcontract work normally performed by the bargaining unit employees without giving full consideration to the classification that normally performs the work. The bargaining unit employees will perform the work that they normally perform:
   (1) where time limits for job completion will permit;
   (2) where sufficient qualified personnel are present; and
   (3) where resources are available.

(b) If the workload exceeds the staffing or skills of the employees present within the job classification that normally performs the work, then the work may be subcontracted to supplement the workforce within the classification. If such work which has been assigned and begun during the regular work week requires overtime, personnel in the affected classification shall be offered a reasonable amount of overtime so long as the requirements in (a) above are satisfied.

(c) It is understood that bargaining unit employees who normally perform the work in question shall not be displaced or laid off as a direct result of work being subcontracted.

(d) If it is necessary to subcontract work normally performed by the bargaining unit, the Company shall inform the Local Union President. Upon request, the Company shall meet with the Local President 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

(e) The Company will agree to share appropriate information with the Union concerning the Davis- Bacon process. The Union will be given opportunity to input facts and other information prior to labor standards determinations being submitted to DOE for review

Section 12. Smoking Policy

Smoking is prohibited in all plant buildings and other enclosed structures. Smoking in Company or government vehicles is prohibited. Smoking is not permitted in any area of the plant unless the area has been designated by the Company as a "Smoking Area."

Section 13. Pay for Union Officers

The Company will pay 40 hours pay weekly, and associated benefits, to any full-time MCS employees who is elected or appointed to any of the following Local Union offices: President, Vice President, Division Representative (maximum of three), and Benefits Representative.

Section 14. Workplace Substance Abuse Program

(a) Drug Control Program Including "Random" and "For Cause" Testing
Drug testing under the Workplace Substance Abuse Program (WSAP) will be conducted using existing testing procedures and protocols.

During the term of the contract, no employee tested randomly for drug use will be automatically terminated for a first time positive random test. This does not mean that termination is precluded.

All union positions within the Company shall be WSAP Positions

(b) The items listed below describe the basic terms, but not all details of the program as implemented. Current procedures and protocols will be utilized in administering the program.

1. Illegal drugs include any substance, which under the Federal Controlled Substances Act or state statute is unlawful to possess. Examples are marijuana, cocaine, heroin, quaaludes, hallucinogens, and other street drugs; and controlled prescription drugs such as amphetamines and barbiturates that have not been lawfully prescribed for the individual using or possessing them.

2. Employees who manufacture, use, possess, or traffic in illegal drugs whether on or off the job or Company premises subject themselves to disciplinary action up to and including termination, even for a first offense. An employee will not be retained on the payroll following a second offense

3. The Company encourages any employee having a drug problem to seek medical assistance promptly. Employees may elect to take advantage of counseling and rehabilitation services available through referrals by our medical department as provided by the health care plan. In cases where the employee is found to be in violation of this policy, but not terminated, the Company will strongly urge and may require that employee to obtain appropriate medical assistance.

   If an employee has a drug problem and voluntarily seeks the help of the Medical Department to overcome the problem, the services of the Medical Department are available to the employee. Medical may refer the employee to outside groups for special assistance when appropriate. An employee's decision to seek medical assistance will not be used by the Company as a basis for disciplinary action, nor will it be a defense to or a mitigating factor in the imposition of appropriate disciplinary action, including termination, where facts indicating a violation of this policy are obtained independent of the employee's consultations with the Medical Department.

4. Where there is reasonable suspicion to believe that an employee may have used an illegal drug, including work-related accidents and unusual occurrences, and on an on-going random basis per WSAP requirements the Company may require the employee to submit to a drug test. The Human Resources Director will inform the employee in writing of the basis for the reasonable suspicion. An employee's refusal to consent to drug testing under these circumstances will be considered to be cause for disciplinary action, up to and including termination, even for a first refusal

   The Company will not take any action until the matter has been fully reviewed with the Human Resources Director or designated representative. The Human Resources Director will consult the Medical Department as appropriate. A case arising during off-shift hours must be carefully reviewed before any action is taken.

5. Drug testing is by urinalysis and is performed in two (2) stages by an independent laboratory. In the first stage, EMIT immunoassay is used to screen urine specimens for classes of drugs. EMIT immunoassay is an analytical technique which utilizes an antibody that is specific for a drug. Actual quantitation is based on the measurement of enzyme activity, which is proportional to the amount of drug present. In the second stage, if positive results are found in the first stage, portions of the same specimen will be tested using the tandem technique of gas chromatography/mass spectrometry (GC/MS), which positively identifies and quantitates the presence of a specific drug. No test result will be reported by the independent laboratory as a positive drug test result unless both the initial test and the confirming test are positive. An amount of an illegal drug in an individual's body equal to or higher than the threshold level as detected by a drug test is considered to be use of the drug by an individual.

   Drug testing will be for those drug classes and at screening and confirmation threshold levels as are now approved by the National Institute on Drug Abuse (NIDA) of the U.S. Department of Health and Human Services (DHHS). Current NIDA and DHHS procedures and protocols for such matters as sample collection and transport, laboratory testing, handling of test results, will be utilized in the Company's administration and enforcement of this program. The testing laboratory will be NIDA/DHHS certified and mutually selected by the parties.

6. The medical staff or designee will collect urine samples from employees for the purpose of drug testing. They will closely monitor the urine sample collection and establish a chain of custody by receipts documentation for the packaging of samples and their delivery to the independent laboratory that conducts the testing. A breach of the chain of custody will render the specimen unusable. Protocols are established to guarantee the chain of custody through the testing laboratory, the privacy of the individual, and for assuring the continuing high quality of the laboratory's testing methods. It is understood that the employee will not be directly observed while actually collecting the urine specimen into the specimen bottle

   The employee to be tested will produce two (2) urine specimens at the same time at the Company's Medical Department. Both specimens will be processed under existing chain of custody and collection protocols and transported to the independent laboratory. Should urinalysis of the first specimen yield a positive test result after review by the Medical Review Officer, the employee may then elect to have his/her second specimen also tested by the laboratory. In such case the employee will not be deemed to have tested positive unless the test results for both specimens are positive.

7. Information obtained on individuals as part of the drug testing or this Drug Control Program will be

treated confidentially and will be disclosed only to those having a legitimate need to know.

8. The MRO shall be selected by the Company and shall meet the requirements of this protocol, under contract to the Company and certified by the American Association of MRO's or the American Academy of Occupational and Environmental Medicine. The MRO will report his/her findings to the Company Medical Department.

9. An employee found to have used an illegal drug, if not terminated, is required to sign a statement agreeing, in lieu of termination, not to use illegal drugs again. The employee is thereafter required to provide the Medical Department with urine samples at intervals and over a period of time as recommended by the Company for follow-up drug testing.

10. A positive result from a confirmed drug test will be promptly reported to the Department of Energy.

11. The Company may search individuals, their personal effects, work areas, desks, lockers, etc. Such searches will be conducted on premises, unannounced and may include the use of drug detection dogs. Pat-down searches of individuals and searches of vehicles in plant parking lots will be conducted only when there is reason to suspect manufacture, use, possession, or trafficking of illegal drugs and these searches will normally be conducted by or under the supervision of the Security organization. An employee's refusal to consent to a search under these circumstances will subject the employee to disciplinary action up to and including termination, even for a first refusal

12. Employees are required to notify the plant Human Resources Director of their conviction of any criminal drug offense occurring in the workplace or while conducting Company business off Company premises within five (5) days following the conviction. Such convictions will be reported immediately or in any case within ten (10) days to the Department of Energy. Within thirty (30) days of receiving notice of the employee's conviction, the Company will take appropriate disciplinary action up to and including termination and/or will require the employee to satisfactorily participate in an approved rehabilitation program.

13. As a condition of employment, employees must abide by the terms of this policy.

(c) Agreements on Alcohol Testing

The company and the union have agreed to the following regarding alcohol testing:

1. Alcohol testing shall be "for cause" testing.

2. The threshold at which a test is considered positive shall be governed in accordance with regulatory limits established by the Federal Motor Carrier Safety Administration in 49 CFR part 382, "Controlled Substance and Alcohol Use and Testing;" and the Department of Transportation in 49 CFR part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

3. The company agrees that a first instance test above the threshold shall not automatically result in termination of the employee. This does not mean that termination is precluded.

~~4.~~ Discipline given to an employee shall be subject to the grievance procedure

5. Tests shall be administered in accordance with an accredited qualified testing program.

6. The initial test will be by Breathalyzer; and, if positive, shall be confirmed by a second Breathalyzer test.

7. Failure of an employee to submit to an alcohol test if required by the company can be interpreted as a positive test result

8. In instances where an employee has tested positive by 2 Breathalyzer tests the employee may receive discipline at levels up to and including termination. In such instances, any discipline given (including termination) shall be pursuable through the grievance and arbitration provisions of this contract.

Section 15 – Site Workforce Involvement Advocate

To provide added focus to safety culture enhancement goals and to improve communications, The Site Workforce Involvement Advocate position will support the following areas, but is not limited to:

- Problem solving and conflict resolution
- Work Control I Work Package involvement and feedback,
- Team building,
- ISMS objectives,
- General worker involvement, and
- Enhancing communications within the entire organization.

The Site Workforce Involvement Advocate will be permitted involvement in various joint union and management meetings and discussions as mutually agreed upon in advance of such meetings or discussions. This would be a working post. The company retains sole authority regarding any further continuation of the Site Workforce Involvement Advocate dependent upon associated budget and other available resources or considerations.

Section 16. De-Icing of Steps, Thresholds, and Ramps

The parties agree the safety and health of respective employees is held in the highest priority. It is recognized that inclement winter weather conditions create an added element of risk regarding potential increases of slip and fall occurrences.

In order to help best assure inclement winter weather risks are addressed expeditiously, it is agreed that any MCS employee may add salt or other mutually agreed anti-slip agents, i.e. cat litter, sand, to immediate entryways, steps and/or handicap ramps on an as needed basis.

The location and number of such anti-slip repositories shall be recommended by the Company/Union Joint Safety Committee and will be limited to a recommended number of locations to best assure potential areas that pose slip and fall hazards are addressed. The replenishment of any such anti-slip medium, within the various repositories, shall be accomplished by the Site Service Technician classification.

It is further agreed and stipulated that the above accident avoidance measures as limited above are in accordance with Article 16, Section 1(b) of this Agreement and shall be considered as qualifying under the emergency exemption provisions regarding bargaining unit work. In addition to the above exception, it is understood that the Company may utilize an external contractor for the snow and ice removal within the MCS main parking area, entry roadways, and main roadways within the plant area. This will be accepted as long as

such contractor(s) utilize USW represented members to perform or remove snow and ice from the MCS parking area and entry roadways. This is also contingent upon the understanding that all other related snow and/or ice treatments and/or removal work assignments are intended to be performed at MCS by Site Service Technicians and that such classification be fully utilized prior to any out of classification Assignments being made at MCS.

Section 17. Snow and Ice Inclement Weather Classification Clarifications

Snow and/or ice removal work assignments are performed at MCS by Site Service Technicians. Snow and/or ice events, or forecasts of such events, occasionally are severe enough to make it necessary for the Company to assign bargaining unit personnel from other job classifications to this work. Inclement weather or forecasted inclement weather may warrant the Company to “call-in" employees during off hours to begin actual clearing activities or in preparation for forecast snow and/or ice conditions. The Company and Union jointly agree to form a group of volunteers from among all MCS bargaining unit groups to be utilized on an “as needed'" basis for such snow and ice removal "call-in." Those employees not wanting to be contacted in such cases would not volunteer and would not be called. Those employees who do volunteer will be arranged on a snow and ice removal "call-in'" list in seniority order. Opportunities for snow and ice removal "call-in” will be tracked so as to accomplish a fair and equitable distribution of opportunities for all volunteers on the list. The volunteers will not be charged on their respective overtime list for work assignments under this agreement. The volunteers from job classifications other than Site Service Technician who do snow and ice removal will be paid under the "work out of classification" provisions of this Agreement. Further it is agreed and understood such call-in from other classifications will only be utilized after the site service technician classification is fully utilized under the provisions of this Agreement.

Section 18. Jurisdictional Clarification Regarding Racking of Electrical Breakers

When electrical breakers are racked-in and/or racked-out, all such work shall be within the jurisdiction of, and accomplished by, the Electrical Technician Classification.

Operations Technician Classification shall still be responsible for operational status functions including, but not limited to: DC power and associated control systems and lock-out tag-out and other related equipment turn over functions.

No other jurisdictional practices that have historically or traditionally been accomplished by various job classifications shall be changed or modified in whole or in part by this agreement other than the listed function of “racking of breakers.”

It is also understood that the union will not pursue any grievance pertaining to this subject when racking of electrical breaker work scope is assigned to the Electrical Technician Classification.

Section 19. Electrical Technician and Instrument Technician Classification

It is understood that in many cases both classifications may be dispatched to troubleshoot and repair various equipment or systems. The guidance provided below is intended to provide clear direction when assigning said work scope to the appropriate classifications in both a fair and efficient manner.

General Jurisdiction Guidance:

Equipment or systems with less than or equal to 120v nominal supplied voltage (typically after the secondary side of the power source) that controls, monitors, reflects or indicates and or records data will be the jurisdiction of the Instrument Technician classification including electrical termination, de-termination activities and zero energy verifications, which is the work of the Electrical Technician classification.

Equipment greater than or equal to 120v nominal supplied voltage that distributes or delivers electrical power will be the jurisdiction of the Electrical Technician Classification including electrical termination, de-termination activities and zero energy verifications.

The following exceptions and or added clarifications were also agreed to:

- All electrical lighting, emergency lighting except routine functional testing, heating, industrial wiring, breakers, electrical switches, outlets, 120v motors, appliances, conduit including data and phone cables, including associated wiring, condensate tanks electrical systems, greater than or equal to 120v nominal supplied voltage is the jurisdiction of the Electrical Technician Classification.
- All thermostats and travel switches, regardless of voltage, are the jurisdiction of the Electrical Technician classification.
- All crane electrical components including limit switches are the jurisdiction of the Electrical Technician Classification with the exception of all radio control units and receivers which belong to the Instrument Mechanic classification.
- All Motor Control Centers/ Smart Breakers function is the jurisdiction of the Electrical Technician classification with exception of lCS system tie-ins, which belong to the Instrument Mechanic classification.
- Smoke detection systems belong to the Electrical Technician classification, and HF detection systems belong to the Instrument Mechanic.
- Thermostats of 50v or less is the jurisdiction Instrument Technician classification.
- Solenoid valves with less than or equal to 120v nominal supplied voltage is the jurisdiction of the Instrument Technician Classification.
- Electronic voltages within instrumentation-based systems have no voltage limitations other than the supplied voltage is less than or equal to 120V.
- Anything in the gateway belongs to the Instrument Technician classification.
- Pressure switches on the boiler belongs to the Instrument Technician classification
- All zero-energy verification shall belong to the Electrical Technician classification.

<u>Safety Backup Applications</u>:

As to safety backup, any qualified Electrical Technician and or Instrument Technician with appropriate electrical / instrument training levels can act as a safely back up for either craft. However, this is not intended permit cross classification jurisdiction work activities to be performed by either craft.

<u>Agreement on Emergency Light Jurisdiction</u>:

Functional operation testing of the emergency lighting will be accomplished within the jurisdiction of the Electrical Maintenance Technician classification. Load testing and all repairs of the emergency lighting will be accomplished within the jurisdiction of the Electrical Maintenance Technician job classification.

<u>Fire Alarm Systems</u>:

The Parties acknowledge that the Fire Alarm Systems work is being done under a General Plant Services

Agreement by the site Fire Department. The work identified in the General Plant Service Agreement as Fire Department work prevails.

- The system smoke head back to the terminal box would be considered work of the Electrical Technician classifications.
- The terminal box is the electrical Technician classification with the exception of the PCS, cards, and programming.
- From the Emergency Pullbox back to the terminal box is electrical Technician work.

Note: At the terminal box both the electricians and the Electronic/Instrument Maintenance classifications may enter the box and conduct troubleshooting activities that would affect their specific responsibilities.

The parties agree to utilize this jurisdictional guidance to both assure fair and reasonable job assignments and to efficiently conduct work evolutions. The parties further agree initial work planning will be provided in advance regarding the above general guidance with the mutual understanding to reconvene jurisdictional discussions if so warranted.

ARTICLE 17 SICKNESS AND ACCIDENT PLAN

Non-Occupational Disability Pay (Short-Term Disability Pay)

Section 1. Eligibility

Provided the "Conditions of Payment" outlined in Section 2 below are met, an hourly paid employee shall receive weekly, as due, non-occupational disability payments if he or she:

(a) has one (1) month or more of continuous service as determined in accordance with the rules set forth in Article 8, Section 2.

(b) provides the Company, if it so requests, with a doctor's certificate as proof that absence was due to a legitimate non-occupational disability.

(c) is absent in excess of twenty-four (24) consecutive scheduled work hours.

An employee out sick for four (4) consecutive workdays may at his/her option utilize his/her vacation to offset any portion of the twenty-four (24) hour waiting period under this paragraph.

An employee who is disabled for twenty-four (24) or more consecutively scheduled workdays, and receives disability pay for the twenty-four (24) hour waiting period under this paragraph may, at his/her option, arrange to repay the vacation pay and have the vacation time reinstated.

An employee who opts to reinstate the vacation time should contact his/her supervisor.

(d) reports the absence and the cause of absence to immediate supervision and Human Resources at a time of absence. Failure to timely report absence, other than in circumstances outside of employee's control, may result in disciplinary action due to unreported absence.

Section 2. Conditions of Payment

(a) Exclusions
Non-occupational disability payments shall not be made for:

(1) Any period of incapacity during which the employee is not under treatment by a licensed or practicing physician; or
(2) Any sickness or injury caused directly or indirectly by war or riot; or
(3) Any intentionally self-inflicted injury.

(b) Limitation Payments under this plan shall be made only to employees whose absence is due to non-occupational disability and shall not be paid to employees who are absent for other reasons.

Section 3. Payment

(a) Waiting Period

No payments shall be made for the first (1st) twenty four (24) consecutively scheduled work hours of absence for any non-occupational disability unless the disability continues for twenty five (25) consecutively scheduled workdays or more, or the employee is admitted to a hospital as an inpatient for medical treatment or surgery, or treated on an outpatient basis and provided services that would otherwise require admission to the hospital as an inpatient during the 24 hour waiting period of a certified non-occupational disability.

In the event that an employee requires more than two periods of certified non-occupational disability within a calendar year, no payments shall be made for the first 56 consecutively scheduled work hours for the third and subsequent periods of disability.

(b) Payment Period

Following the 24-hour waiting period, payments for any one period of non-occupational disability shall be made for a period of time, which is dependent on the length of the employee's continuous service in accordance with the following schedule:

Maximum Number of Weeks of
Continuous Service Payment Per Absence

1 month but less than 1 year……..2 weeks

1 year but less than 2 years…….4 weeks
2 years but less than 3 years……...6 weeks
3 years but less than 4 years……...8 weeks
4 years but less than 5 years…….10 weeks
5 years but less than 6 years…….12 weeks
6 years but less than 7 years…….14 weeks
7 years but less than 8 years…….16 weeks
8 years but less than 9 years…….18 weeks
9 years but less than 10 years……20 weeks
10 years but less than 11 years……22 weeks
11 years but less than 12 years……24 weeks
12 years but less than 13 years……..26 weeks
13 years but less than 14 years……..28 weeks
14 years but less than 15 years……..30 weeks
15 years but less than 16 years……..32 weeks
16 years but less than 17 years……..34 weeks
17 years and over…….....36 weeks

(c) Amount of Pay

Excluding the 24 hour waiting period, the amount of payments shall be eighty (80) percent of the base hourly rate plus COLA where applicable the employee is receiving for each scheduled work hour of such absence not compensated for under any other provision of this Contract, but not to exceed a total compensation of eight (8) hours for any one (1) workday nor the period of time determined from (b) above, except as provided in Article 13, Section 4.

Section 4. Occupational Disability Pay

(a) Any employee who is absent from work because of an occupational disability arising out of and in the course of employment, unless purposely self-inflicted, or due to willful misconduct, violation of plant rules, or refusal to use safety appliances, shall be granted a leave of absence in accordance with Article 9. When properly approved by the Company, an employee shall be paid an amount equal to the difference between his/her base hourly rate and any payments received from Workers' Compensation. When there is no question concerning the occupational nature of the disability an estimate may be made of the amount of this difference and payment may be made before Workers' Compensation claim has been approved. An adjustment may be necessary after payments are being made on a regular basis. Such payment shall cease when the employee is determined to be permanently disabled, when the employee becomes eligible for disability retirement benefits under the terms of the Pension Plan provided for in Article 19 of this Contract or when the Company's doctor finds the employee is able to return to work.

(b) An employee who is scheduled for layoff because of reduction in force while receiving occupational disability make- up payments under this section will have such payments extended to, but not

beyond, the date the individual either becomes able to work, reaches maximum (predictable) possible recovery, or six (6) months after the scheduled layoff date due to reduction in force, whichever of these first occurs. Occupational disability make-up pay will not be extended beyond layoff except to those cases and to the extent described in this Subsection (b). An employee on occupational disability at the time of layoff will be paid layoff allowance in a lump sum.

(c) When an individual is temporarily totally disabled (occupational) at the time of recall, he/she will be bypassed.

When able to return to work, the employee can return and displace the least senior person in the classification, provided that he/she has more seniority. Seniority will begin the date he/she would have been recalled had he/she not been temporarily totally disabled at the time of original recall.

The intent is for the individual not to gain or lose seniority while on occupational disability and laid off.

Section 5. Basis of Payment

All disability payments provided for in this Contract shall be reduced by the amount or amounts of any other benefits which might be provided through state or federal legislation for the same type of disability and for the same period of absence

Section 6. Rate of Pay

Non-occupational and occupational disability payments shall be based on the rate the employee would be receiving if working.

Section 7. Long-Term Disability Plan

(a) Administration of the Long-Term Disability (LTD) Plan

Under the Portsmouth USW Collective Bargaining Agreement Sickness and Accident Plan, there may be situations whereby Sick Leave coverage could end prior to LTD Plan benefits beginning according to the current USW Sickness Accident Plan schedule; therefore, no payment would be made to participants should this occur during this time period. However, in no situation will LTD coverage or payment be in effect until the Portsmouth USW scheduled time off under Sick Leave is exhausted from the date of disability. Eligible employees must have been an active employee before any benefits can be received, and all pre-existing conditions, exclusions, and reductions of benefits apply.

The administration of the LTD Plan and the payment of benefits under this Plan shall be handled directly by the Insurance Provider, it being understood that a claimant whose benefits claim is denied may contest such denial with the Insurance Provider, but that he or she shall have no redress against

the Company. It is agreed, however, that in any case in which an employee claiming benefits under this Plan and desiring to file such claim with the Insurance Provider becomes engaged in a non-medical factual dispute with the Company in connection with such claim (such as a disagreement over his or her earnings group, eligibility, employment status, amount of Company Service Credit or other non-medical factual question) such employee and the Union may process a grievance in accordance with the terms of this Contract. It is agreed, however, that any and all medical questions in dispute shall be determined solely by the Insurance Provider. It is understood that the Company shall retain the right to select and arrange with an Insurance Provider to provide certain benefits available under these Plans; and to replace the Insurance Provider from time to time as it may deem appropriate; and to change the provisions of the LTD Plan for collective bargaining unit employees consistent with salaried employees LTD plan provisions.

(b) Company Service Credit During Approved Non-Occupational or Occupational Absences

An employee who is disabled and unable to work will receive Company Service Credit for the period of his or her LTD approved by the Insurance Provider.

(c) Benefit Program

The LTD Program benefits apply to bargaining unit and non-bargaining unit employees and is a contractual arrangement between the Insurance Provider and the Company on behalf of all Company employees.

(d) Pre-existing Condition

A participant in the plan may be disabled due to a pre- existing condition. No benefits are payable under the plan in connection with that disability unless the first (1st) six (6) months of that disability began after participant was an active employee under this plan for twelve (12) consecutive months. A pre-existing condition is an injury, sickness, or pregnancy which occurred in the three (3) months before you were hired by the Company and for which you:

(1) Received medical treatment consultation, care, or services, or
(2) Took prescription medications or had medications prescribed, or
(3) Had symptoms or conditions, which would cause a reasonably prudent person to seek diagnosis, care, or treatment

(e) Exclusions

This plan does not cover any disability that results from or is caused by or contributed to:

- War, insurrection or rebellion, or
- Active participation in a riot, or
- Intentional self-inflected injuries or attempted suicide, or

- Committing a felony.

No benefits are payable for claims submitted more than one year after the date of disability. However, a participant can request that benefits be paid for late claims if a participant can show that:

- It was not reasonably possible to give written proof of disability during the one (1) year period and,
- Proof of disability satisfactory to Insurance Provider was given to Insurance Provider as soon as was reasonably possible.

A participant is required to apply for social security and any other income they may be eligible to receive as a result of their disability. Insurance Provider provides assistance to participants in applying for social security disability benefits.

(f) Reduction of Benefits

Long-term disability benefits are reduced by certain sources of income that are payable to the participant because of disability, unless otherwise provided by law. Other benefit income that may reduce long-term disability benefits includes but is not limited to:

- Workers Compensation benefits or benefits provided under a similar law, state disability benefits, and other statutory benefits for disability or unemployment, except where otherwise established by a law or ruling that specific compensation benefits shall not be counted to reduce or offset insurance or disability payments;
- Benefits provided through the Company benefit plans including pension and Business Travel Accident insurance plans to the extent benefits are attributed to the Company's contribution, and;
- Social security benefits.

(g) Medical Arbitration

The Company's long-term disability is separated into two (2) phases. The first (1st) phase includes the first twenty-four (24) months a participant is disabled. During this period, employees are considered disabled if they are unable to earn more than eighty (80) percent of their pre-disability earnings at their own occupation for any employer in the local economy. During the second (2nd) phase, employees are considered disabled if they are unable to earn more than sixty (60) percent of their pre-disability income from any local employer at any gainful occupation, hereafter, referred to as totally and permanently disabled.

An employee is only entitled to a third (3rd) doctor's opinion if a dispute arises as a result of an employee's claim that he/she is totally and permanently disabled as defined above and continues to be totally and permanently disabled, the dispute shall be resolved in the following manner upon the filing with the Company of a written request for review by such employee not more than sixty (60)

days after receipt of denial.

The employee shall be examined by a physician appointed for the purpose by the Company and by a physician appointed for the purpose by the Union. If they disagree concerning whether the employee is totally and permanently disabled, the question shall be submitted to a third (3rd) physician selected by such two (2) physicians. The medical opinion of the third (3rd) physician, after examination by him or her of the employee and consultation with the other two (2) physicians, shall be final and binding on the Company, the Union, and the employee. The fees and expenses of the third (3rd) physician shall be shared equally by the Company, and the Union.

Conditions of Payment for Long-Term Disability

(a) Payments under the Long-Term Disability Plan will not be made for

(1) Any disability occurring during the first twelve (12) months that the employee's plan coverage is in effect if caused by any condition for which he/she received treatment during the six (6) month period before his/her coverage became effective, or

(2) Any period of incapacity beyond the second (2nd) consecutive calendar day during which the employee is not under treatment by a licensed practicing physician, or

(3) Any disability caused directly or indirectly by war declared or undeclared, or

(4) Any intentionally self-inflicted injury, or

(5) Any disability resulting from commission of a felony, or

(6) Any disability due to willful misconduct, violation of plant rules, or refusal to use safety appliances.

(b) Payments under these plans will be made only to employees whose absence is due to non-occupational or occupational disability and will not be paid to employees who are absent for other reasons

(c) Payments will only be made when the Company is provided, if it so requests, with a doctor's certificate, subject to confirmation by a doctor selected by the Company, as proof that the employee's absence was due to legitimate non-occupational or occupational illness or injury.

(d) Payments will only be made when employees properly report their absence and the cause of their absence to the proper Company representative in a prompt manner.

(e) Payments are applicable only for the normal workweek and normal workday. In the event that working hours of the plant are changed, it is understood that payment under the above schedule will

be changed in direct proportion to the change in working hours.

(f) It is recognized by the Union that the Company has a continuing interest in reducing absenteeism, no matter what the cause.

ARTICLE 18 INSURANCE

The following benefits plans and programs shall be maintained for employees subject to the terms and conditions contained in the respective Plan documents. All Plan Documents, applicable amendments, and revision required by Federal and State regulation are incorporated in this Contract by reference. The following sections of this Article outline the primary provisions of the primary Plans, but the plan policy/certificates provide the coverage details and guidance and are binding.

The Company shall be allowed to change providers of the Life Insurance, Short Term Disability, and Long-Term Disability Plans, provided that the new plans provide benefits that are substantially equivalent to those provided at the time of ratification of this Agreement.

Section 1. Benefit Plans

A. Employee Health & Welfare Plans
   1. Medical Benefits (medical and prescription drug)
   2. Flexible Spending Accounts (health care account, dependent care account)
   3. Dental Benefits
   4. Vision Benefits
   5. Short-Term Disability Plan
   6. Long-Term Disability Plan
   7. Employee Assistance Program (EAP)
   8. Group Life/AD&D (Basic Life and AD&D coverage)
   9. Supplemental Life and AD&D
   10. Business Travel Accident Insurance Plan

B. Retirement Plans
   1. Defined Benefit Pension Plan (Grandfathered Employees Only)
   2. Retiree Health Care Benefit Plan
   3. Defined Contribution Plan

Section 2. Medical Benefits/ Dental Benefits/ Vision Benefits

The Company will provide comprehensive medical, dental, and vision benefits for active employees.

1. The Medical Plan options will be offered to all full-time employees at the time of hire. The employee premium share shall be as follows: 2021 – 16%, 2022 – 20%.

Medical Plan options for 2021, and 2022 will include the PPO 200, PPO 500 and CDHP 3000 plan options.

2. The Dental Plan will be offered to all employees. The employee premium share shall be as follows: 2021 – 16%, and 2022 – 20%.

3. The Vision Plan will be offered to all employees. The employee premium share shall be as follows: 2021 – 16%, and 2022 – 20%.

Effective January 1, 2021 the Anthem PPO Medical Plan will no longer be offered as a Medical Plan option. The PPO 200 Plan has prescription drug co-pays and a twenty (20) dollar co-pay for services i.e. in network doctor, urgent care, or emergency room visits. There is a two hundred (200) dollar deductible per person.

The Family Plan deductible maximum is four hundred (400) dollars; and the Single Employee Plan deductible maximum is two hundred (200) dollars.

The Company will pay a stipend in January of 2021 and 2022 that is an amount equal to the in-network plan deductible of the employee. If the employee has a single coverage plan, they will receive $200 (grossed up if needed); and if the employee has family coverage, they will receive $400 (grossed up if needed).

Section 3. Group Life/AD&D Supplemental Life and AD&D

The Company will provide active employees with Basic Life Insurance coverage. The amount of coverage an employee can elect without medical underwriting is equal to two (2) times the employee's annual wages, rounded to the next higher thousand, up to the maximum of $500,000. Additional coverage may be purchased. Rates are based on age and the amount of coverage bought. Any additional amounts require approval by Cigna. Coverage must be elected in multiples of $10,000 with a minimum amount of $20,000.

The Company also will provide accidental death and dismemberment coverage equal to two (2) times annual wages payable in the event of death due to an accident.

Section 4. Supplemental Life and AD&D

Additional life insurance can be purchased for an employee's spouse and/or children. Cost is based on the amount of coverage elected, as well as spouse's age. An employee must purchase supplemental insurance on his/her self in order to purchase dependent coverage.

Section 5. Grandfathered Status Retirees

(a) Grandfathered status retirees will be offered Medical coverage at a cost share of 25% of premium prior to age 65, then 50% cost share after age 65.

(b) Only Grandfathered status retirees drawing pension are eligible.

(c) Grandfathered status retirees can elect one of two Life Insurance options at the time of retirement – the Company-paid Basic Life/AD&D coverage or the Supplemental Life/AD&D coverage for which they pay the full premium. This is a one-time election at the time of retirement and it is not offered to them during annual open enrollment. Employees have the option to drop but not to reelect the coverage.

Section 6. General

(a) The Company reserves the option of bundling the medical, dental and vision plans or offering the packages separately.

(b) In the event of the enactment or amendment of any Federal or State law providing for benefits similar in whole or in part, to those covered by this Agreement, and requiring either: (a) compulsory participation by any employee or the Company; (b) compulsory payment of taxes or contributions by any employee or by the Company; or (c) benefit costs either to any employee or the Company greater than those provided for under this Agreement, then the parties hereto agree that they re-open this Agreement for the purpose of bargaining over the effects of the law.

ARTICLE 19 PENSION

1. The specific terms and conditions applicable to the Defined Benefit Pension Plan are contained in the Defined Benefit Pension Plan Document. The Company will provide each employee eligible for the Defined Benefit Pension Plan with a summary of the benefits and provisions of the plan; and will provide the Union's Benefit Representative with a current Summary Plan Description (SPD) annually.

2. It is understood that if any dispute arises from the denial of a Bargaining Unit employee's claim for benefits under the Defined Benefit Pension Plan, other than the type of dispute to which section 3 below pertains, then such dispute may be taken up through the Grievance and Arbitration Procedure of the principal Collective Bargaining Contract then in effect between the parties.

3. If any dispute arises as the result of the denial of a Bargaining Unit employee's claim that he/she is totally and permanently disabled within the meaning of the Defined Benefit Pension Plan or that such a disabled former employee continues to be so disabled, the dispute shall be resolved in the following manner upon the filing with the Company of a written request for review by such employee or former employee not more than sixty (60) days after receipt of the denial.

   The employee shall be examined by a physician appointed for the purpose by the Company and by a physician appointed for the purpose by the Union. If they disagree concerning whether the employee is totally and permanently disabled, the question shall be submitted to a third (3rd) physician selected by

such two (two) physicians. The medical opinion of the third (3rd) physician, after examination by him/her of the employee and consultation with the other two (2) physicians, shall be final and binding on the Company, the Union and the employee. The fees and expenses of the third (3rd) physician shall be shared equally by the Company and the Union.

4. It is understood that an employee who retires and commences to receive a Pension Benefit (as distinguished from a Disability Benefit) will have no rights to resume active employment with the Company.

5. The obligation of the Company to maintain the Defined Benefit Pension Plan, as herein provided, is subject to the requirement that approval by the Internal Revenue Service for the amended Plan is received and maintained continuously as:

   (a) Qualifying under Section 401 of the Internal Revenue Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are hereafter amended or enacted); and

   (b) Entitling the Company to deduction for payments under the Plan pursuant to Section 404 of the Internal Revenue Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are hereafter amended or enacted).

   (c) In the event that any revision in the Defined Benefit Pension Plan is necessary to receive and maintain such approval or to meet the requirements of any other applicable Federal law, the Company and the Union shall resume negotiations for the purpose of reaching agreement on such revision, it being understood that such revision shall be held to a minimum, adhering as closely as possible to the intent expressed in the Defined Benefit Pension Plan and in this Agreement.

6. Retirees shall pay twenty-five (25) percent of health care premiums for health care coverage until they reach the age of 65.

7. For employees retiring and first eligible to receive a benefit starting on or after February 1, 1989, the Company will pay one-half (1/2) the cost of the Major Medical Medicare Supplement Plan for the retirees at the time the retiree reaches age 65, provided the retiree is enrolled in Medicare Part A and Medicare Part B, and for the retiree's spouse or surviving spouse at the time the spouse reaches age 65, provided the spouse or surviving spouse is enrolled in Medicare Part A and Medicare Part B, and providing such applicants meet the eligibility requirements of the Plan.

   The Company shall arrange through an insurance company(s) or other carrier(s) to provide the benefits set forth in the booklet entitled "Retirees Major Medical Medicare Supplement Plan."

8. Whether an employee is hired during or after the "Initial Staff-Up Period" (as defined in Article 8, Section 1(e) of this contract) shall have no bearing upon their eligibility to participate in the Defined Benefit Pension Plan. Eligibility to participate in the Defined Benefit Pension Plan as a UDS employee shall be determined solely as follows:

Any employee hired by UDS who is, at the time of hiring by UDS, participating in the Multiple Employer Pension Plan (MEPP) or who is eligible to participate in the MEPP under the terms of the May 1, 2004 BJC/ PACE Collective Bargaining Agreement (including the Addendum) at Portsmouth shall be eligible to participate in the Defined Benefit Pension Plan as a UDS Employee. Any employee hired by UDS who is not eligible to participate in the site MEPP under the terms of the May 1, 2004 BJC/PACE Collective Bargaining Agreement (including the Addendum) at Portsmouth shall not be eligible to participate in the Defined Benefit Pension Plan as a UDS employee.

All USW represented employees who are not eligible to participate in the Defined Benefit Pension Plan shall, in lieu of participation in the Defined Benefit Pension Plan, receive from the Company a five point eight (5.8) percent per year contribution to the profit sharing component of the 401K profit sharing plan. This contribution shall be an amount equal to five point eight (5.8) percent of the applicable hourly wage for every hour worked. Vesting in this profit sharing component shall be immediate. This five point eight (5.8) percent contribution by the Company is in addition to the 401K Plan matching opportunities, which are available to all MCS employees.

Carve Out provision with a Defined Benefit Pension Plan (which mirrors MEPP).

In determining the amount of pension obligations and benefit payments, the Company or the Defined Benefits Pension Plan Administrator, as applicable, shall include the sum of accrued service credit which at the time of initial employment with UDS is allowable under the terms of the applicable pension plan from employment with: (a) UDS (or its successors); plus (b) USEC, United States Enrichment Corporation, Lockheed Martin Utility Services (LMUS), Lockheed Martin Energy Services (LMES) and predecessor Department of Energy (DOE) contractors at the Portsmouth, OH and Paducah, KY sites; plus (c) Bechtel Jacobs, and its first (1st) and second (2nd) tier subcontractors, and successors thereto. Pensions payable under the "UDS Mirror Plan" for service credit earned under "a", "b", and "c" shall be determined using the formula specified in the Plan document, except that the amount of such payments made by the Company or the Defined Benefits Pension Plan Administrator, as applicable, may be offset for pension benefits due from USEC. The basis for such offset is determined as follows:

(1) The pension payable by the Company or the Defined Benefit Pension Plan Administrator, as applicable, shall be based on service creditable from employment with UDS (and its successors), plus service credited under the USEC Plan (and its predecessors), plus service credited under the MEPP from employment with Bechtel Jacobs (and its first (1st) and second (2nd) tier subcontractors) and any successors thereto, offset by the amounts payable to the employee or survivor, as applicable, under the USEC Plan (or successors thereto) and the amounts payable to the employee or survivor, as applicable, under the MEPP.

(2) The Defined Benefit Pension Plan Administrator shall comply with the provisions of this Section.

During the term of this Agreement, the Company Service Credit of an employee for the purpose of determining eligibility for benefits under the Pension, Dental Insurance and Group Insurance Plans, and of

computing the amounts of such benefits, shall be determined in accordance with the Company Service Credit Rules set forth in the Collective Bargaining Contract. However, it is understood that with respect to the Defined Benefit Pension Plan, "credited service" as defined in that Plan shall govern.

The Defined Benefit Pension Plan, Group Insurance and Dental Insurance Agreement shall replace all prior agreements pertaining to the Pension, Group Insurance and Dental Insurance Plans, including any amendments to them.

ARTICLE 20 TERM OF CONTRACT

Section 1. Effective Dates

This Contract shall become effective as of 12:01 a.m. February 1, 2017 and it shall continue in effect until 11:59 p.m., January 31, 2022 and shall automatically be renewed thereafter from year to year unless written notice is given by either party sixty (60) days prior to the expiration date that it is desired to terminate or amend the Contract. It is agreed that the terms of this Section 1 will be binding upon any employer who may become a successor contractor to MCS at the Portsmouth plant site.

Section 2. Renegotiation Notice

Both notice of request for renegotiation and lists of items to be amended shall be sent by registered mail to the following:

1. United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers Intl. Union
   60 Boulevard of the Allies
   Pittsburgh, Pennsylvania, 15222

2. United Steelworkers – (USW) District I
   777 Dearborn Park Lane, Suite J
   Columbus, Ohio 43085

3. MID-AMERICA CONVERSION SERVICES ("MCS")
   1020 Monarch Street, Suite 100
   Lexington, KY 40513

ARTICLE 21 APPROVAL

This Contract between the Company and the Union is subject to ratification by the members of Local 689-03 who are employed by the Company and to the approval of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO and shall be effective only if so approved. These pre-conditions having been satisfied:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives this 16th day of November, 2020.

MID-AMERICA CONVERSION SERVICES
PIKETON, OHIO

Zack Smith
President & Project Manager

Pete Coutts
Portsmouth Plant Manager

Ron Lee
Sr. Director Labor Relations

Bess Evans
HR/LR Senior Manager

Sonie Butler
HR/LR Manager

UNITED STEELWORKERS-USW
AFL-CIO-CLC

Tom Conway
International President

John E. Shinn
International Secretary-Treasurer

D. R. McCall
Int'l Vice President Administration

Fred Redmond
Int'l Vice President Human Affairs

Donald E. Blatt, District 1 Director

David W. McLean, USW Sub-Director

UNITED STEELWORKERS
LOCAL 689-03

John D. Knauff, President
USW Local 689-03

Scott Caudill, Division I
USW Local 689-03

Tom Lamerson, Division II
USW Local 689-03

Debbie Thomas, Division III
USW Local 689-03

Larry E. Thomas, Vice President
USW Local 689-03

Daniel Palmer, HST
USW Local 689-03

Jimmy Corley, Maintenance
USW Local 689-03

Walter Chip Queen, Operations
USW Local 689-03

APPENDIX A JOB CLASSIFICATIONS AND APPROPRIATE WAGE SCHEDULES

1. The total Hourly Compensation for a Union employee in an Operations, Maintenance, or Site Services job classification shall be the sum of the Base Hourly Rate plus the applicable COLA. The total Hourly Compensation for a Union employee in an HST, P&T or Admin Assistant job classification shall be the Base Hourly Rate.

2. The classification wage rate tables are contained in this Appendix. For completeness, annual classification rates in addition to the corresponding hourly rates are listed for all established classifications, even though there may not be an incumbent in the classification.

3. Annual General Wage Increases (GWI) for HST, P&T, and Admin Assistant Classifications

   Incumbent employees, as of the respective annual effectivity dates, shall receive the annual percentage increases per the following schedule under the following conditions:

   A number of adjustments were made the year of ratification to bring all employees in the respective classifications to at least the current classification wage rate. After the year of ratification, employees may not receive any combination of wage increase/lump sum, and/or promotional increase amount totaling more than $10,000 in any calendar year.

   Those employees who are at or above the rate for their classification, are considered “red-circled”, and will receive a lump sum payment, not added to base hourly rate, equal to the GWI percentage of their current salary until they are below the classification rate and eligible for an annual GWI to their base hourly rate.

   In cases where an employee is below, but near the classification rate, he/she will receive a portion of the annual increase added to their base annual rate to reach the annual classification rate, and the remainder in the form of a lump sum payment.

   Note that wage increases are actually effective as soon as practical after CBA ratification or as otherwise agreed upon, and annually on that week thereafter.

4. Promotion to a Higher Classification

   Promotion to the next level in any HST, P&T or Admin Assistant job classifications is contingent upon:
   a. Satisfactory or above annual performance in the most recent performance appraisal and
   b. Successful completion and demonstration of competency/qualification for the next level. Competency standards are defined by management in specified qual plans for the specific classification. The Company will within 60 days after ratification of this Agreement provide the Union with qual plans for all job positions.

5. Promotional Increases

Promotional increases for employees in the HST, P&T, and Admin Assistant classifications will be paid at the time of promotion and increase the base wage rate.

No promotional increases will be made to employees who are above the classification wage rate to which they are being promoted. There will be no lump sum promotional increases.

Employees promoted in some classifications/job families may receive multiple promotional increase payment increments before reaching the full rate for the classification due to the annual increase limit of $10,000. In such cases the subsequent promotional increase payments will be made annually on the anniversary date of the promotion.

For promotional increases spanning more than the year of the promotion due to the $10,000 limit, the GWI will first be calculated based upon the current year's classification salary and then supplemented by the remaining promotional increase payment increments up to the annual limit in years after the promotion.

6. Performance Evaluation Process

a. Employees in the HST, P&T, and Admin Assistant classifications shall receive periodic performance evaluation and career developmental coaching.

b. The performance evaluation and career developmental coaching process for employees:
   I. Will be conducted over a 12-month period
   II. Provides a documented means for evaluation and communicating actual performance against job expectations and standards
   III. Enhances supervisor/employee communications regarding the employee's development career goals, goal setting and objectives
   IV. Performance evaluations shall not be used for pay or wage increases or bonuses except for promotions.
   V. Provides an objective, documented means for promotions.

c. The purpose of a performance evaluation is to review an employee's job performance. Problems of a disciplinary nature, such as a violation of company rules, shall be addressed through the established disciplinary process and will not be a proper subject of any performance evaluation.

APPENDIX A JOB CLASSIFICATIONS AND BASE HOURLY RATE SCHEDULES

Classification	7/1/2017	7/1/2018	7/1/2019	7/1/2020	7/1/2021
Operations, Maintenance, and Site Services Classifications					
Electrical Maintenance Technician	$18.256	$18.713	$19.180	$19.756	$20.349
General Maintenance Technician	$18.256	$18.713	$19.180	$19.756	$20.349
Instrument Maintenance Technician	$18.256	$18.713	$19.180	$19.756	$20.349
Operator Technician	$18.256	$18.713	$19.180	$19.756	$20.349
Site Services Technician	$17.728	$18.172	$18.626	$19.185	$19.760
HST Classifications					
Compliance Administrator	$19.00	$19.48	$19.96	$20.56	$21.18
ES&H Coordinator I	$19.00	$19.48	$19.96	$20.56	$21.18
ES&H Coordinator II	$21.00	$21.52	$22.06	$22.72	$23.40
HST - IH/IS	$34.62	$35.49	$36.37	$37.46	$38.59
HST – Rad	$34.62	$35.49	$36.37	$37.46	$38.59
P&T Classifications					
IH/Rad Environmental Specialist I	$36.00	$36.90	$37.82	$38.96	$40.13
IH/Rad Environmental Specialist II	$40.00	$41.00	$42.02	$43.28	$44.57
Procedure Writer I	$32.00	$32.80	$33.62	$34.63	$35.67
Procedure Writer II	$37.00	$37.92	$38.86	$40.02	$41.22
Site Access Control	$18.50	$18.96	$19.44	$20.02	$20.62
Training Coordinator	$22.15	$22.70	$23.27	$23.97	$24.69
Training Analyst	$28.00	$28.70	$29.41	$30.29	$31.19
Training Specialist I	$30.00	$30.75	$31.52	$32.46	$33.44
Training Specialist II	$35.00	$35.88	$36.77	$37.88	$39.01
Training Specialist III	$40.00	$41.00	$42.02	$43.28	$44.57
Work Control Planner Associate	$25.00	$25.62	$26.26	$27.04	$27.85
Work Control Planner I	$30.00	$30.75	$31.52	$32.46	$33.44
Work Control Planner II	$35.00	$35.88	$36.77	$37.88	$39.01
Admin Assistant Classifications					
Administrative Assistant I			$17.00	$17.51	$18.03
Administrative Assistant II			$19.00	$19.57	$20.16
Administrative Assistant III			$21.00	$21.63	$22.28

APPENDIX B JOB CLASSIFICATION LISTING AND WAGE RATE GROUP NUMBER

Job Classification	Wage Rate Group
Operator Technician	01
General Maintenance Technician	02
Instrument Maintenance Technician	03
Electrical Maintenance Technician	04
Site Service Technician	05
Compliance Administrator	06
ES&H Coordinator I	07
ES&H Coordinator II	08
HST – IH/IS	09
HST – Rad	10
IH/Rad Environmental Specialist I	11
IH/Rad Environmental Specialist II	12
Procedure Writer I	13
Procedure Writer II	14
Site Access Control	15
Training Coordinator	16
Training Analyst	17
Training Specialist I	18
Training Specialist II	19
Training Specialist III	20
Work Control Planner Associate	21
Work Control Planner I	22
Work Control Planer II	23
Administrative Assistant I	24
Administrative Assistant II	25
Administrative Assistant III	26

APPENDIX C STEWARD DISTRICTS

The following Steward Districts are recognized for the purpose of Union Representation in the plant.

Steward
District
Number

1..... Day Shift
2 .....“A” Shift
3.....“B” Shift
4 ..... “C” Shift
5.....“D” Shift

APPENDIX D SENIORITY PROVISIONS

The Seniority Provisions of this contract as set forth in Article 8 shall be administered in the following job classifications.

Job Classification Wage Rate Group	Job Classification	Group Number
1	Operator Technician	01
2	General Maintenance Technician	02
3	Instrument Maintenance Technician	03
4	Electrical Maintenance Technician	04
5	Site Service Technician	05
6	Compliance Administrator	06
7	ES&H Coordinator I	07
8	ES&H Coordinator II	08
9	HST – IH/IS	09
10	HST – Rad	10
11	IH/Rad Environmental Specialist I	11
12	IH/Rad Environmental Specialist II	12
13	Procedure Writer I	13
14	Procedure Writer II	14
15	Site Access Control	15
16	Training Coordinator	16
17	Training Analyst	17
18	Training Specialist I	18
19	Training Specialist II	19
20	Training Specialist III	20
21	Work Control Planner Associate	21
22	Work Control Planner I	22
23	Work Control Planner II	23
24	Administrative Assistant I	24
25	Administrative Assistant II	25
26	Administrative Assistant III	26

APPENDIX E COST-OF-LIVING ALLOWANCE ("COLA")

This Appendix applies only to employees in Operations, Maintenance, and Site Services classifications. Employees in HST, P&T, and Admin Assistant classifications are ineligible for COLA.

Employees hired into Operations, Maintenance, and Site Services classifications after the ratification date of this Agreement will receive 50% COLA for a period of three years from the date of their hire. After their third-year anniversary date, the employee will then be paid any COLA due on scheduled increase dates with the rest of the Operations, Maintenance, and Site Services employees.

1. In addition to the wage increases, the Company will grant Cost of Living allowances as follows: The cost of living allowance, if any, will be determined in accordance with changes in the Consumer Price Index -- United States City Average for Urban Wage Earners and Clerical Workers (CPI-W) (1967:100) here-in-after referred to as the CPI-W.

   The cost of living allowance shall be calculated quarterly with the applicable increase (if any) added to the total COLA on the first Monday of the second month following the calculation period. For the period covered by this Agreement, the quarterly dates will be as follows:

Based on the three-month Average CPI-W for:	Effective date of adjustment	
	From	Through
Jan., Feb., March 2017	5/1/17	8/6/17
April, May, June 2017	8/7/17	11/5/17
July, August, Sept. 2017	11/6/17	2/4/18
Oct., Nov., Dec. 2017	2/5/18	5/6/18
Jan., Feb., March 2018	5/7/18	8/5/18
April, May, June 2018	8/6/18	11/4/18
July, August, Sept. 2018	11/5/18	2/3/19
Oct., Nov., Dec. 2018	2/4/19	5/5/19
Jan., Feb., March 2019	5/6/19	8/4/19
April, May, June 2019	8/5/19	11/4/19
July, Aug., Sept 2019	11/4/19	2/2/20
Oct., Nov., Dec. 2019	2/3/20	5/3/20
Jan., Feb., March 2020	5/4/20	8/2/20
April, May, June 2020	8/3/20	11/1/20
July, Aug., Sept. 2020	11/2/20	1/31/21
Oct., Nov., Dec. 2020	2/1/21	5/3/21
Jan., Feb., March 2021	5/4/21	8/2/21
April, May, June 2021	8/3/21	11/1/21
July, Aug., Sept. 2021	11/2/21	1/31/22

The Base CPI-W on the day of original ratification of this contract was 453.6 which shall be the base for future adjustments.

The COLA rate as of the day of contract ratification is $19.35 (effective 11/2/20).

The amount of the cost of living allowance payable on the effective dates of adjustments will be determined by comparing the three-month average CPI-W for the adjustment period to the Base $.01 per hour for each full .3 of a point change that the three-month average CPI-W for the adjustment period exceeds the Base will be added to any cost-of living allowance payable as indicated above.

The Cost of Living Allowance will be payable as a separate rate per hour for all hours for which employees receive pay from the Company and will be paid weekly.

2. In determining the three-month average of the CPI-W for a specified period the computed average shall be rounded to the nearest 0.1 Index Point.

3. In the event the Bureau of Labor Statistics does not issue the appropriate CPI-W on or before effective date of adjustment, the cost-of-living allowance required by such appropriate index shall be effective at the beginning of the first pay period after receipt of the index.

4. No adjustment, retroactive or otherwise, shall be made in pay or benefits as a result of any revision which later may be made in the published figures for the Index for any month on the basis of which the cost-of-living calculation shall have been determined.

5. The cost-of-living allowances are dependent upon the availability of the BLS CPI-W in its present form. In the event the Bureau of Labor Statistics changes the form or the basis of calculating the CPI-W, the Company and the Union agree to request the Bureau to make available for the life of this Contract a CPI-W in its present form.

6. In no event will a decline in the CPI-W be cause to reduce any Cost-of-Living Allowances that have been made prior to such decline.

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APPENDIX F OLD CLASSIFICATION FLOW TO NEW CLASSIFICATION WITH UDS

Dear Mr. Minter,
At the time initial contract negotiations between Uranium Disposition Services (UDS) and Portsmouth USW Local 5-689 began, there were numerous PACE job classifications identified in the Bechtel Jacobs/PACE collective bargaining agreement for Portsmouth dated May 1, 2004.

UDS and Portsmouth USW Local 5-689 have bargained on this issue and, as a result of that bargaining, have agreed to reduce the number of USW job classifications to five (5). The five (5) USW job classifications under the UDS/USW collective bargaining agreement for Portsmouth shall be Operations Technician, General Maintenance Technician, instrument Maintenance Technician, Electrical Maintenance Technician, and Site Services Technician. All workscope included in the UDS/DOE DUF6 contract number DE-4C05-02-OR22717, which has historically and traditionally been performed by the USW Union at Portsmouth, Ohio, shall continue to be performed by USW represented workers using these five (5) jobs classifications.

OLD AND NEW JOB CLASSIFICATION LISTING

Previous Job Classifications		New UDS Job Classification
Instrument Mechanic 1st Class	work flows to	Instrument Maintenance Technician
Instrument Mechanic 2nd Class	work flows to	Instrument Maintenance Technician
Instrument Mechanic Trainee	work flows to	Instrument Maintenance Technician
Electronic Mechanic 1st Class	work flows to	Instrument Maintenance Technician
Electronic Mechanic 2nd Class	work flows to	Instrument Maintenance Technician
Electronic Mechanic Trainee	work flows to	Instrument Maintenance Technician
Electrician 1st Class	work flows to	Electrical Maintenance Technician
Electrician 2nd Class	work flows to	Electrical Maintenance Technician
Electrician Trainee	work flows to	Electrical Maintenance Technician
Maintenance Mechanic 1st Class	work flows to	General Maintenance Technician
Maintenance Mechanic 2nd Class	work flows to	General Maintenance Technician
Maintenance Mechanic Trainee	work flows to	General Maintenance Technician
Machinist AA	work flows to	General Maintenance Technician
Machinist 2nd Class	work flows to	General Maintenance Technician
Machinist Trainee	work flows to	General Maintenance Technician
Sheet Metal Mechanic 1st C1ass	work flows to	General Maintenance Technician
Sheet Metal Mechanic 2nd Class	work flows to	General Maintenance Technician
Sheet Metal Mechanic Trainee	work flows to	General Maintenance Technician
Welder 1st C1ass	work flows to	General Maintenance Technician
Welder 2nd Class	work flows to	General Maintenance Technician
Welder Trainee	work flows to	General Maintenance Technician
Mobile Equipment Mechanic	work flows to	General Maintenance Technician
Mason	work flows to	General Maintenance Technician
Power Operator 1st Class	work flows to	Operator Technician
Power Operator 2nd Class	work flows to	Operator Technician

Power Operator in Training.....work flows to .....Operator Technician
Stationary Engineer - Steam Plan.....work flows to .....Operator Technician
Distribution and Inspection Operator.....work flows to .....Operator Technician
Boiler Operator..... .....work flows to .....Operator Technician
Assistant Boiler Operator .....work flows to .....Operator Technician
Chemical Operator..... .....work flows to .....Operator Technician
Chemical Operator in Training.....work flows to .....Operator Technician
Production Process Operator.....work flows to..... Operator Technician
Production Process Operator in Training .....work flows to .....Operator Technician
Utilities Operator..... .....work flows to .....Operator Technician
Utilities Operator in Training.....work flows to .....Operator Technician
Uranium Material Handler.....work flows to .....Operator Technician
Uranium Material Handler in Training.....work flows to .....Operator Technician
Sign Painter .....work flows to.....Site Service Technician
Painter 1st Class.....work flows to.....Site Service Technician
Painter 2nd Class.....work flows to .....Site Service Technician
Carpenter .....work flows to..... Site Service Technician
Materials..... .....work flows to.....Site Service Technician
Lubricator (Garage)..... .....work flows to..... Site Service Technician
Truck Drive..... .....work flows to..... Site Service Technician
Car Driver..... .....work flows to..... Site Service Technician
Window Washer..... .....work flows to..... Site Service Technician
Laborer..... .....work flows to..... Site Service Technician
Janitor..... .....work flows to.....Site Service Technician
Coal Handling Machine Operator.....work flows to..... Site Service Technician

APPENDIX G CONTROL ROOM OPERATORS

- The following provisions define specific terms and conditions related to employees assigned as Control Room Operators.

- At time of ratification, all currently assigned Control Room Operator (CRO's) and Operator Technicians in the CRO qualification program will be maintained until next realignment.

- Qualification and maintaining CRO qualifications will require prerequisite qualifications in VAP, Field, and Utilities plus a rigorous training program which includes classroom, CBT classes, written comprehensive exams, and passing an oral board exam every two (2) years.

- CROs must maintain proficiency in the Control Room by standing the CRO watch at least once every 3 months. The Union Steward will aid in the necessary rotation of additional CRO's to maintain proficiencies. Following an extended absence of over 3 months (STD, LTD, vacation, etc.) CRO's must stand one shift of CRO watch with a qualified CRO to regain proficiency. During this proficiency watch of one shift (12 hours) the CRO is not considered qualified and the additional CRO pay is not applicable.

- Normally a minimum of two (2) CROs will be maintained in the Control Room at all times.

    - While operating, every attempt will be made to maintain 1 CRO per operating line. (Operating is defined as startup, heat up, and steady state processing)

    - This requirement can be reduced during a total plant outage (TPO) and the workload would dictate a reduction in the manning requirements. (e.g., during a TPO one control room operator is on shift and no minimum staffing requirements are in place, it is not necessary to call overtime to man two (2) CROs. Vice versa; two CROs are manned on shift, they would not be pulled out of the Control Room to reduce the manning to one.)

- Qualified CROs will receive $2.00/hr. additional pay while assigned to the CRO duties.

- Only qualified CROs shall be eligible for overtime assignments in the Control Room after the on-shift CRO list is exhausted. The overtime list will not be utilized if qualified CRO's are on shift to fill the spot. Qualified CROs shall be maintained on a separate backup list and implemented by the union steward.

- Any CRO position vacant due to attrition shall first be offered to the next most senior qualified CRO as determined by the elected union steward.

- Any CRO that bids to another position may be held until his/her replacement is assigned and fully qualified to serve as a CRO not to exceed 6 months. (This timeframe can be changed if mutual

agreement can be made between the operator and the Company)

- The Company will evaluate new CROs in training at least monthly to determine their training progress. If the employee is not demonstrating adequate level of progression, the employee may be disqualified and the next senior employee given the opportunity to qualify.

- The Company and Union agree to revisit the CRO language within 6 months after ratification, and following the first realignment, to determine if any adjustments are necessary. Any adjustments needed will be handled with a Memorandum of Understanding (MOU).

UNITED STEELWORKERS
USW
UNITY AND STRENGTH FOR WORKERS

MID-AMERICA
CONVERSION SERVICES

Memorandum of Agreement

2021 Juneteenth 'Holiday In-Lieu of' Recognition

Between

Mid-America Conversion Services (MCS)

And

United Steelworkers, AFL-CIO Local No. 689 (USW)

President Biden signed into law the creation of June 19 as "Juneteenth", a Federal Holiday, on June 17, 2021. Since the recognition of the holiday for DOE contractors was authorized after the holiday, a one-time special day 'in-lieu of holiday' has been approved during the week of June 21, 2021. MCS management has determined that the date for the one-time recognition of the special day 'in-lieu of holiday' for 2021 will be Friday, June 25, 2021 (for employees working a 4 x10 schedule with Friday off, the recognized day will be Thursday, June 24, 2021).

Consistent with all other recognized holidays, Juneteenth will be an (8) hour paid holiday, paid at the straight time rate. All other provisions of the contract related to the payment of holidays for 10-hour shift and 12-hour shift employees will apply. As Holidays are subjects of mandatory bargaining; the Company commits to negotiate, with the Union, the terms surrounding the potential future permanent addition of the Juneteenth holiday. Furthermore, the Company and the Union agree to work out any scheduling issues which may occur during the one-time recognition of the special day 'in-lieu of holiday'.

The Company and Union agree to resolve any issues that arise from this one-time recognition of the special day 'in-lieu of holiday' in Step 1 of the grievance procedure.

Agreed upon this 22 day of June, 2021.

For the Company

Derek Miller
Human Resources/Labor Relations Manager
Mid-America Conversion Services

For the Union

Herman Potter, Union President
Union President
USW Local 689

UNITED STEELWORKERS
USW
UNITY AND STRENGTH FOR WORKERS

MID-AMERICA
CONVERSION SERVICES

Memorandum of Agreement

Temporary Provision for Teleworking for Specified Employees in HST, P&T, and Admin Assistant Classifications

Between

Mid-America Conversion Services (MCS)

And

United Steelworkers, AFL-CIO Local No. 689 (USW)

As the Portsmouth site continues to operate with existing and changing restrictions imposed on on-site work in order to help manage the issues related to the ongoing COVID-19 pandemic, MCS management has determined that it may require the flexibility to allow specified employees in HST, P&T, and Admin Assistant Classifications to telework on a temporary basis during periods of time when on-site work is restricted.

The Parties understand and agree that the current collective bargaining agreement does not provide for teleworking for any employee covered by the agreement. However the Parties also recognize that, in some cases, there are individuals in HST, P&T, and Admin Assistant classifications who could effectively perform some tasks that are part of their normal work remotely. As such, the Parties agree to allow specified employees in HST, P&T, and Admin Assistant classifications to telework within the conditions approved by MCS management.

This accommodation must be considered as approved individually depending on the nature of the work to be performed. In no way shall this Memorandum of Agreement be construed as a general approval of teleworking for any and/or all employees within a given job classification.

Rather, this Memorandum of Agreement establishes MCS Management's right to approve teleworking on an individual basis; only for specified employees in HST, P&T, and Admin Assistant classifications; only for those hours involved in performing tasks that can be effectively performed remotely; and only for the period of time from approval until such time that on-site work restrictions are lifted and employees are required to return to work as normal.

The Company and Union agree to that any issues that may arise from implementation of this Memorandum of Agreement are not subject to the grievance procedure; and that MCS Management has the exclusive right to approve teleworking per the provisions of this Memorandum of Agreement based on its judgment related to task that can/ cannot be effectively performed remotely.

UNITED STEELWORKERS
USW
UNITY AND STRENGTH FOR WORKERS

MID-AMERICA
CONVERSION SERVICES

Agreed upon this 31 day of August, 2021.

For the Company

Derek Miller
Human Resources/Labor Relations Manager
Mid-America Conversion Services

For the Union

Herman Potter, Union President
Union President
USW Local 689