WEMS
Wastren-EnergX Mission Support, LLC
P.O. Box 307 • Piketon, OH 45661

DOE Contract No. DE-CI0000004
HR-11-311
October 31, 2011

Mr. Daniel Burke, Contracting Officer
Portsmouth/Paducah Project Office
U.S. Department of Energy
1017 Majestic Drive, Suite 200
Lexington, KY 40513

DOE Contract No. DE-CI-0000004: Wastren-EnergX Mission Support, LLC (WEMS) Collective Bargaining Agreement, Contract Deliverable No. 98

Dear Mr. Burke:

Please find attached a signed copy of the Collective Bargaining Agreement between WEMS and the United Steelworkers.

If you have any questions or comments, please contact, Amanda Spriggs, WEMS Human Resources Manager, at (740) 897-3724.

Sincerely,

Damon A. Detillion

Damon A. Detillion
Project Manager
Wastren-EnergX Mission Support, LLC

DAD:AS:sp

c w/attachment : R.J. Bell, DOE/PPPO
Peggy Doherty, DOE/EM-CBC
Kevin Fox, WEMS
Dan McKenzie, WEMS
Chris Ondera, WEMS
Barbara Powers-Hargreaves, DOE/EM-CBC
Amanda Spriggs, WEMS
File – ETS Support
File – HR

c w/o attachment: Amanda Napier, WEMS
File – WEMS RMDC -RC

CONTRACT

between

WASTREN-ENERGX MISSION SUPPORT, LLC
PORTSMOUTH GASEOUS DIFFUSION PLANT

and

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED-INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO AND ITS AFFILIATED LOCAL NO. 689

Effective: 12:01 A.M. – January 18, 2011
Expiration: 12:01 A.M. - March 16, 2015

TABLE OF CONTENTS

PAGE

CONTRACT INTRODUCTION....1

ARTICLE I EFFECT OF THE CONTRACT....2

ARTICLE II RECOGNITION....3
Section 1. Establishment and Limitation....3
Section 2. Definition of Employee....3
Section 3. Contract Distribution....3
Section 4. Noninterference....3

ARTICLE III UNION SECURITY AND DEDUCTION OF DUES....4
Section 1. Due Requirements....4
Section 2. Delinquency of Dues....4
Section 3. Deduction of Dues....4
Section 4. Authorization of Deduction....5
Section 5. Make-up Dues....5
Section 6. Termination of Deduction....5
Section 7. Voluntary Check-off Authorization....5
Section 8. USW-COPE Check-off Authorization....6
Section 9. Authorization and Release of Information Request Approval Release Form....6

ARTICLE IV MANAGEMENT CLAUSE....8

ARTICLE V CONTINUITY OF OPERATION....9

ARTICLE VI PROTECTIVE SECURITY....10

ARTICLE VII GRIEVANCE PROCEDURE....11
Section 1. Intent and Distribution of Answers....11
Section 2. Union Representatives....11
Section 3. Disciplinary Cases....12
Section 4. General Grievances....13
Section 5. Time Limits....13
Section 6. Grievance Steps....14
Section 7. Monetary Settlements....15
Section 8. Arbitration....15

ARTICLE VIII SENIORITY....18
Section 1. Definitions....18
Section 2. Company Service Credit....19
Section 3. Probationary Period....22

Section 4. Reduction-in-Force/Recall 22
Section 5. Accumulating Seniority 23
Section 6. Filling Vacancies/Bidding Process 24
Section 7. Notification for Recall 25
Section 8. Returning to Bargaining Unit.....26
Section 9. Exercise of Shift Preference by Seniority.....26
Section 10. Placement of Occupationally Disabled Employees 26
Section 11. Security Clearance Requirement.....27

ARTICLE IX LEAVE OF ABSENCE 28
Section 1. Qualification and Reinstatement.....28
Section 2. Union or Government Official.....30
Section 3. Absence Notification 30
Section 4. Failure to Report on Expiration 31

ARTICLE X HOURS OF WORK.....32
Section 1. Definitions.....32
Section 2. Standard Workday – Workweek.....32
Section 3. Working Schedule 32
Section 4. Overtime Opportunity.....36
Section 5. Overtime or Premium Hours.....39
Section 6. Transportation.....39
Section 7. Overtime or Premium Payments.....39
Section 8. Holidays 41
Section 9. Shift Differential 42
Section 10. Weekend Bonus 43
Section 11. Lunch Period.....43
Section 12. Minimum Guarantee Payments.....44
Section 13. Jury Duty Pay.....45
Section 14. Funeral Pay 46
Section 15. Military Pay 46

ARTICLE XI WAGES 48
Section 1. Base Hourly Rates.....48
Section 2. Cost-of-Living Allowance (COLA).....48
Section 3. Wages as Applied to Benefits.....50

ARTICLE XII LAYOFF ALLOWANCE 51
Section 1. Eligibility 51
Section 2. Occupational Disability 51
Section 3. Payments.....52
Section 4. Recall Eligibility 52

ARTICLE XIII VACATIONS.....53
Section 1. Eligibility 53
Section 2. Extended Working Schedule.....53

Section 3. Vacation Period....54
Section 4. Deferred Vacation....54
Section 5. Holiday During Vacation Period....54
Section 6. Scheduling....54
Section 7. Exiting Employees....54
Section 8. Deceased Employees....55
Section 9. Occupational Disability – Eligibility....55
Section 10. Retirees – Pro Rata Vacation....55

ARTICLE XIV HEALTH AND SAFETY....56
Section 1. Health and Safety Program....56
Section 2. Company Safety Committee....56
Section 3. Safety Equipment and Devices....57
Section 4. Medical....57
Section 5. Workplace Substance Abuse....59

ARTICLE XV JOB DESCRIPTIONS....64
Section 1. Agreement....64
Section 2. Past Practice....64
Section 3. Joint Classification Committee....64
Section 4. Commercial Drivers Licenses....64

ARTICLE XVI MISCELLANEOUS....66
Section l. Work by Non-Bargaining Unit Personnel....66
Section 2. Payday....66
Section 3. Communications/Bulletin Boards....66
Section 4. Union Representatives – Plant Supervision....67
Section 5. Working Shift – Union Representatives....67
Section 6. Non-Discrimination....67
Section 7. Written Notice – Policy Changes....67
Section 8. Auxiliary Emergency Squad....67
Section 9. Educational Assistance/Training....68
Section 10. Utilization f Work Force/Subcontracting....69
Section 11. Scope of Work....70
Section 12. Smoking Policy....71
Section 13. Representation of WEMS Union Employees....71
Section 14. Contractual Annual Bonus....72

ARTICLE XVII SICKNESS AND ACCIDENT PLAN....73
Section 1. Eligibility....73
Section 2. Conditions of Payment....73
Section 3. Payment....74
Section 4. Occupational Disability Pay....76
Section 5. Basis of Payment....76
Section 6. Rate of Pay....76

Section 7. Medical Examination of Employees Absent for Occupational Injury or Illness 77
Section 8. Scheduling Follow-up Medical Treatment for Employees with Occupational Injuries 77

ARTICLE XVIII INSURANCE, PENSION, AND RETIREE HEALTH BENEFITS FOR GRANDFATHERED AND NON-GRANDFATHERED REPRESENTED EMPLOYEES 78
Section 1. Benefits for Grandfathered Employees 78
Section 2. Benefit Programs for New Hires 81

ARTICLE XIX TERM OF CONTRACT 88
Section 1. Effective Dates 88
Section 2. Renegotiation Notice 88

ARTICLE XX APPROVAL 89

APPENDICIES 91
Appendix A. Representation Divisions 92
Appendix B. Combined Classifications 93
Appendix C. Wage Chart 94

MEMORANDUMS OF UNDERSTANDING 95
Infrastructure Planner 96
Letter of Intent – MEWA Retiree Health 98

INDEX 99

CONTRACT INTRODUCTION

Parties -- This Contract is made and entered into by and between Wastren-EnergX Mission Support, LLC (WEMS), which is performing facility support services at the U.S. Department of Energy's (DOE) Portsmouth Gaseous Diffusion Plant (PORTS), Piketon, Ohio, under DOE contract No. DE-CI0000004, hereinafter referred to as the "Company"; and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, AFL-CIO, and its affiliated Local Union No. 689, hereinafter referred to as the "Union" or "USW."

Contract Term -- This Contract became effective on January 18, 2011 following ratification by the members of USW Local 689 who were employees of WEMS on such date. This labor agreement will remain in force through 12:01 a.m., March 16, 2015. In the event that WEMS' base facility service contract is extended beyond that date, this agreement may also be extended for the same amount of time as mutually agreed beyond 12:01 a.m., March 16, 2015.

Preamble -- 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.

On March 16, 2010, the Company commenced hiring a complement of 36 hourly employees to fill available vacancies for work at PORTS on behalf of DOE's Infrastructure Services Contract. Available positions were offered to the most senior qualified personnel within the relevant classification under the United States Enrichment Corporation, Inc. (USEC)-USW Local 689 Collective Bargaining Agreement (CBA) and/or the Bechtel Jacobs Company LLC (BJC)-USW Local 689 Addendum. The Company established criteria as to qualifications and numbers needed for each respective job classification. Prior to the date of hiring by the Company, these site support activities had been performed by USW represented workers who were employed by USEC and BJC, under contract to DOE's Environmental Management Program. When these workers were transitioned to employment by the Company, they were provided with initial terms and conditions which were substantially equivalent to those provided under the CBA that had been in effect between the Union and BJC or the Union and USEC.

Upon hiring a representative complement, the Company recognized the Union as the exclusive representative of the hourly employees.

This Contract is intended to ensure that hiring preference is afforded to DOE site workers as required by law. This Contract provides pension and medical benefits continuity to workers who were eligible to participate in the Multiple Employer Pension Plan (MEPP) and the Multiple Employer Welfare Arrangement (MEWA) per DOE's May 22, 2006, "Guidance for PPPO Approval of Economic Parameters for Negotiation of Collective Bargaining Agreements by New Small Business Contractors Regarding Benefits for USEC Employees hired by the Contractors."

ARTICLE I

EFFECT OF THE CONTRACT

This Contract shall constitute the complete agreement between the parties hereto with reference to wages, hours, working conditions, and conditions of employment. Any additions, waivers, deletions, changes, amendments, memorandums of understanding, or modifications that may be made to this Contract shall be effected through the collective bargaining process between authorized representatives of the Company and the Union subject to ratification by Bargaining Unit 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.

ARTICLE II

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 hourly employees, excluding Police and salaried personnel, with respect to rates of pay, wages, hours of employment, and other conditions of employment. 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 Article II, Section 1, 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 rights of the 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 III

UNION SECURITY AND DEDUCTION OF DUES

Section 1. Due Requirements

All employees within the Bargaining Unit who are members of the Union upon the execution of this Contract shall, as a condition of employment, maintain their membership to the extent of 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 execution of this Contract, 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 execution of this Contract shall, as a condition of employment, become members of the Union no 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.

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 Contract, 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 Assignment and Authorization in the form set forth in Section 7 of this Article. Such deductions shall be forwarded to the Treasurer of the Local Union with a listing showing the names of those employees, if any, whose paychecks were insufficient to cover the deductions. An Authorization must be delivered to the Company at least seven (7) days before the second payday of the month in which the first bi-weekly deduction is to be made.

Article III (Cont'd.)

Section 4. Authorization of Deduction

An Authorization and Assignment shall be irrevocable for a period of one (1) year from the date thereof or until termination of this Contract, whichever occurs sooner, and shall automatically renew itself for successive irrevocable annual periods unless the employee who signed it gives notice to the contrary in writing by registered mail to both the Company and the Union no less than two (2) days nor more than seventeen (17) days before the expiration of the Authorization or before the expiration of any annual renewal period as the case may be.

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 Treasurer of the Local 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 second payday of the month, unless they have worked or received paychecks equivalent to five (5) workdays or more in that month.

Section 7. Voluntary Check-off Authorization

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

VOLUNTARY CHECKOFF AUTHORIZATION

Name: (SAMPLE)

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, and authorize Wastren-EnergX Mission Support, LLC (WEMS) 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 equal bi-weekly installments each

calendar month. I further authorize the Company to deduct from my 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)_____

Section 8. USW-COPE Check-off Authorization

The Company agrees to deduct from the wages of those employees who are members of the Union and who voluntarily authorize such deductions on forms provided by the Union, the amount specified as the employees contributions to the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, AFL-CIO, Local 689, AFL-CIO Committee on Political Education Fund (USW-COPE).

The Company's obligation to make such deductions shall terminate automatically upon termination of the employee who signs the authorization, upon written request, or upon his/her transfer out of the Bargaining Unit.

The Company also agrees to transmit said payroll deductions monthly to the Financial Secretary of Local 689, together with a list of the names of employees for whom the deductions have been made and the amount deducted for each such employee.

The Union agrees to hold and save the Company harmless from any and all liability, responsibility, or damage arising out of or reliance upon the authorizations provided for in this Section, and assumes full responsibility for the disposition of the funds, so deduced, when turned over to the Financial Secretary of Local 689.

Section 9. Authorization and Release of Information Request Approval Release Form

Please be advised that I, _____, have authorized Wastren-EnergX Mission Support, LLC (WEMS) and officers of the United Steel Workers Local 689, to periodically request information on my behalf, regarding employment-related records, including but not limited to: Employment history, record of annual physical exams and employment fitness

Article III (Cont'd.)

exams, training history, industrial hygiene and radiation monitoring records, wage and earnings history, accrued benefits (severance, vacation, etc.), eligibility and service credits related to pension and retiree health care benefits. This authorization remains in effect and shall have no effective date of expiration until expressly notified by both of the above authorized agents.

Signature: _____ Date: _____

ARTICLE IV

MANAGEMENT CLAUSE

The management of the business and the authority to execute 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 V

CONTINUITY OF OPERATION

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 VI

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.

The Company and the Union have agreed that members of the Bargaining Unit will act as security escorts for other Bargaining Unit members, both new hires and present members, when requested to do so by supervision.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Intent and Distribution of Answers

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 step 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, Grievance Committee 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, and the Union committee persons.

(3) One (1) Steward for "O" Shift or a minimum of one (1) Steward for each thirty (30) Union members. 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, 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 VII, 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.

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 V, 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 or retained up to a maximum period of two (2) years.

(c) Initiation of Grievances - Step 2

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 2 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 to directly 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 2. Attendance at Grievance Hearings initiated at Step 2 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 between the Local Union Vice-President and the Human Resources Manager or his/her designated representatives.

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 within 5 days. 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 and HR. 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 ten (10) days for day shift workers. The hearing may be attended by the

aggrieved employee, the District Steward, and the Union Grievance Committee, and by his/her Supervisor, and other representatives of the Company; and may include other affected parties mutually agreed upon in advance between the Committee 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 company shall answer the grievance within ten (10) days after the hearing.

If the grievance is not settled satisfactorily at Step 2, it may be appealed at the option of the Union to arbitration.

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 2 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) calendar 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 Human Resources Manager or his/her designated representative and at the Company's option, the affected 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 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 (1) name from the list, the first to strike to be decided by lot, until only one (1) name remains, and the remaining arbitrator shall be the arbitrator to hear and decide the controversy.

(b) 1. Grievances processed through Step 2 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 Contract 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 setting basis. No grievance which predates March 16, 2010, 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 (1) 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 to 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 to 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 VII, 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 WEMS 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 WEMS 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 VIII

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

“Bargaining Unit” for purposes of this Agreement refers to the hourly employees represented by USW and employed by WEMS within the scope of work set forth in this Agreement (as amended from time to time).

(c) Bargaining Unit Seniority

"Bargaining Unit Seniority" is the total length of allowable time an employee has spent in the Bargaining Unit while employed by WEMS without regard to classification. The seniority of each employee is his/her relative position with respect to other employees based on Section (e) of this Contract. In the event two (2) 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 employee with the earlier(est) birth date (day/month/year).

(d) Classification Seniority

“Classification Seniority" is the total length of allowable time an employee has spent in the respective classification while employed by WEMS. The classification seniority of each employee is his/her position relative to said classification. In the event two (2) or more employees have identical classification seniority, seniority will be ordered based on Bargaining Unit seniority. Thereafter, the rule of ordering seniority as described above applies.

(e) Site-Wide Seniority

"Site-Wide Seniority" is the total length of time an employee has been employed in a USW represented position by all current, past, and future PORTS site employers. 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 USW member with the earlier(est) birth date (day/month/year).

(f) Laid Off

An employee is said to be "laid off" when he/she leaves a WEMS job classification because of a voluntary or involuntary reduction-in-force, and does not continue active employment with WEMS.

(g) Classification Recall List

The "Classification Recall List" is defined as that list on which a Union-represented employee is placed at the time he/she is either voluntarily or involuntarily laid off from a WEMS job classification. The list shall rank employees, by classification, in order of classification seniority. Individuals may be on more than one (1) classification recall list. Individuals shall remain on this list for no longer than ten (10) years from the date of layoff.

(h) Bargaining Unit Recall List

The "Bargaining Unit Recall List" is defined as that list on which a Union-represented employee is placed at the time he/she is either voluntary or involuntarily laid off from a WEMS job classification, and does not continue active employment with WEMS. The list shall rank employees in order of WEMS Bargaining Unit seniority. Individuals shall remain on this list for no longer than ten (10) years from the date of layoff.

(i) Site-Wide Recall List

The "Site-Wide Recall List" is defined as that list on which a Union-represented employee is placed at the time that he/she is either voluntary or involuntarily laid off from a position with all current, past, and future PORTS site employers. Individuals shall remain on this list for no longer than ten (10) years from the date of layoff.

Section 2. Company Service Credit

(a) In hiring employees for Union-represented positions from various sources, the Company shall provide and the employees shall receive "Previous Company Service Credit" earned at the PORTS site with predecessors to WEMS, including, but not limited to, Lockheed Martin Energy Systems, Lockheed Martin Utilities Services, USEC, BJC (and its first and second tier subcontractors), if such service credit is in effect at the time of a formal WEMS offer of employment. If any benefit has been liquidated based on such former service, that

service shall not be allowed as credited service by WEMS (e.g., severance). "Previous Company Service Credit" shall be provided by the Company as outlined in the following table.

SERVICE CREDIT THAT TRANSFERS FROM USEC (OR OTHER SITE CONTRACTORS) TO WEMS						
	Years of Service Credited for Vacation	Years of Service Credited for Pension that is Applied to MEPP*	Years of Service Credited for Savings Plan 401(k)	Years of Site-Wide Seniority Accrued in the Bargaining Unit	Years of Service Credited for Accrued Severance	Years of Service Credited of Eligibility for Retiree Health Care Benefits*
Employees hired by WEMS from USEC under Section 6 (receives no severance payment from USEC).	X	X	X	X	X	X
Employee voluntarily quits USEC and is employed by WEMS and receives no severance from USEC.	X	X	X	X	X	X
Employee who is laid off (voluntary or involuntary) and receives severance.	X	X	X	X	New Service Only	X
Employee who collects pension from USEC after being hired by WEMS.	X	X	X	X	X	X
Employee who retires from USEC prior to being hired by WEMS.	New Service Only	New Service Only	X	New Service Only	New Service Only	X

*Subject to eligibility as defined in MEPP. USW members who are hired from LPP, UDS, or contractors other than USEC will be eligible for MEPP and MEWA Retiree Health if they meet plan eligibility requirements.

(b) An employee's "Total Company Service Credit" with WEMS shall consist of Previous Company Service Credit plus service credit accrued as a result of time spent on the WEMS payroll, plus properly approved absences from work, to be determined under the following rules:

1. <u>Leave of Absence</u>

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 one (1) year. However, service shall be considered as continuous without any deductions for employees on leave of absence for:

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

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

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

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

v. Educational Exit under Article IX, 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, plus service credit during any layoff not to exceed two (2) years for any single period of layoff.

If a laid-off employee is recalled, he/she shall be credited with the applicable accumulated service. Such accumulated service shall include lay off from WEMS or lay off from USEC, Lockheed Martin (or its predecessors), BJC (or its first and second tier contractors), LATA/Parallax Portsmouth, LLC (LPP), Uranium Disposition Services, LLC (UDS), or successors thereto.

A laid-off employee from WEMS will have recall rights for ten (10) years.

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.

(c) Any dispute as to former Service Credit allowed, or dates of former service, or other such facts will be resolved by the Company and Union before, and as a condition of accepting employment with the Company. Any attempt to question such mutually agreed determinations subsequent to accepting employment with the Company will not be pursuable through the grievance procedure and/or arbitration clause of this Contract, provided, however, that the Company must provide information in a timely manner concerning determinations of Previous Company Service Credit and dates of former service.

Section 3. Probationary Period

(a) All employees shall be considered a probationary employee for the first ninety (90) calendar 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.

Section 4. Reduction-in-Force/Recall

(a) When a reduction-in-force is to be made in a job classification, the employee having the least amount of classification seniority within the affected job classification shall be laid off first. However, if the displaced employee has classification seniority in any other classification with WEMS and meets the job qualifications, then such employee may bump back to those classifications provided that they have more classification seniority than other employees in that other 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 Local Union President will be notified.

(c) If reductions are required in a classification, an equivalent number of senior employees will be permitted to take voluntary layoff as stipulated in this section.

1. Voluntary Layoff Options with Recall Rights

Any employee within the classification having more seniority than the employees who are scheduled to be laid off may accept a voluntary layoff as provided in paragraph three (3) below. The employee will be placed on the recall list of the classification from which he/she is laid off.

Employees electing to take voluntary layoff will be paid a layoff allowance on a weekly basis up to the eligibility shown in Article XII Section I.

2. Voluntary Layoff Without Recall Rights

Any employee within the classification having more seniority than the employees who are scheduled to be laid off may accept a voluntary layoff without recall rights to thereby reduce the employees otherwise scheduled to be laid off, provided procedure in paragraph (3) below is followed. Employees accepting a voluntary layoff without recall rights will be paid a lump sum layoff allowance pursuant to the provisions of Article XII.

3. Voluntary Layoff Application Procedure

a. Written application must be made to the Human Resources organization requesting voluntary layoff. This application must be presented during the first half of the period between the date of the announcement of the reduction in force and the effective date of the layoff.

b. An "Acknowledgment of the Conditions of Layoff" form will be signed by employees electing to take voluntary layoff.

4. The senior employees permitted to accept a voluntary layoff from any classification shall not exceed the number scheduled to be surplused from such classification.

(d) 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. Accumulating Seniority

(a) If an employee is hired by WEMS into a USW represented position, such employee shall receive site-wide seniority accumulated with other PORTS employers for purposes of initial hiring or, as applicable, for transfer to other PORTS employers as Bargaining Unit seniority with WEMS; however, employees of WEMS will accumulate classification and Bargaining Unit seniority for purposes of recall and layoffs from the date of initial hiring by WEMS.

Article VIII (Cont'd.)

Section 6. Filling Vacancies/Bidding Process

(a) When a vacancy exists, the vacancy will first be offered to WEMS/USW represented employees laid off from the job classification in which the vacancy exists and who are on the Classification Recall List for the job classification in which the vacancy exists. WEMS shall provide notice as provided in Section 7 of this Article. Recall shall be in order of classification seniority.

(b) If a vacancy is not filled under subsection (a) of this Article, then the Company shall offer WEMS 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 on the WEMS bulletin boards. A WEMS employee may sign the posting indicating their intent to be considered for the opening. The WEMS employee with the most Bargaining Unit seniority who qualifies and who has signed the posting shall be moved into the vacancy.

(c) If a vacancy is not filled under subsections (a) or (b) of this Article, then the Company shall provide an offer to USW represented individuals, in order of Bargaining Unit seniority, who are laid off from WEMS 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) If a vacancy is not filled under subsections (a), (b), or (c) of this Article, then the Company shall provide an offer to individuals with the most site wide seniority who is actively employed in the comparable job classification and who volunteers to transfer employment from other USW-represented employers at the PORTS site (e.g., USEC, LPP, UDS or their successors). This list of qualified individuals shall be solicited through posting on the WEMS web site, Union Hall, and posting on available bulletin boards at the PORTS site. A list shall be developed in order of site-wide seniority, and the Company shall, in cooperation with the Union, poll qualified Union members in order of site-wide seniority.

(e) If a vacancy is not filled under subsections (a), (b), (c), or (d) of this Article, then the Company shall provide an offer to individuals, in order of site-wide seniority, who are laid off from USW-represented positions by other PORTS employers [e.g., USEC, BJC (and its first or second tier contractors), LPP, UDS, or their successors] and whose name appears on the Site-Wide Recall list of those PORTS employers. 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 WEMS will be contingent upon the prospective WEMS employee officially and in writing removing their name from any and all site employer's recall lists. A copy of such written notification(s) must be presented to WEMS before any offer of employment will be made. Employees hired under this provision will have allowable seniority calculated as per the terms of Article VIII, Section 5 (a).

(f) If a vacancy is not filled under subsections (a), (b), (c), (d), or (e) of this Article; then the Company shall meet with the Union and determine if other WEMS and other site represented USW employees could become qualified if WEMS provided job and task specific training to assure competent job performance; provided, this training shall not include an obligation to provide fundamental skills training or craft specific training, unless WEMS opts to provide such training. The process to be utilized in offering such positions under this section will be determined by mutual agreements and with the understanding that WEMS employees shall receive first consideration.

(g) If no qualified employees can be obtained in a timely manner from the aforementioned sources above, then WEMS shall hire individuals covered under Section 3161 of the Fiscal Year (FY) 93 Defense Authorization Act.

(h) If no qualified employees can be obtained in a timely manner from the aforementioned sources, then the Company may hire qualified employees from any source.

(i) WEMS will advertise vacancies and inform the President of the Local Union of vacancies prior to filling them. The Union will consult available layoff lists and will select the most senior individuals from those lists for consideration for employment by WEMS.

(j) The parties will mutually maintain Seniority and Recall lists.

Section 7. Notification for Recall

(a) An employee shall be considered to be notified of a recall opportunity when an offer of recall has been sent by the Company via registered mail or overnight express mail to the most recent address as recorded in the Human Resources Department. Individuals shall be responsible for informing the Human Resources Department of their current address. Failure to so inform the Human Resources Department will relieve the Company from any responsibility if notification is not received due to an improper address. Copies of letters to recalled individuals will be mailed to the Union President at the same time such notice of recall opportunity was sent by registered mail or overnight express mail to recalled individuals.

(b) Individuals shall respond to and make mutually satisfactory arrangements within fourteen (14) calendar days after the first attempt of the delivery of such a recall opportunity letter. In the event that a recall opportunity notice is delivered, but no response is received within fourteen (14) calendar days, the Union shall be notified by the Company and provided three (3) additional calendar days to assist in making contact with such individual.

(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 8. 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.

(a) Temporary Instructor or Infrastructure Planner

A Bargaining Unit employee may accept an assignment as a Temporary Instructor or Infrastructure Planner [see Infrastructure Planner Memorandum of Understanding (MOU)]. These assignments are viewed differently than other non-Bargaining Unit positions. Accordingly, Section 8 of this Article, Returning to Bargaining Unit, does not apply to Temporary Instructors or Infrastructure Planners.

Section 9. Exercise of Shift Preference by Seniority

Upon request, shift preference within a job classification will be granted annually to employees based upon classification seniority. 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 classification seniority.

Section 10. Placement of Occupationally Disabled Employees

When the Company determines that an occupationally disabled employee can not perform duties in his/her classification, the Division Committee person and respective manager shall agree upon a classification in which such disabled employee shall be placed consistent with medical restrictions as established by the Company Medical Provider. When such medical restrictions are removed by the Company Medical Provider, the employee shall be returned to the classification he/she left.
Article VIII (Cont'd.)

If agreement cannot be reached, the employee may be placed 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.

Article VIII (Cont'd.)

Section 11. Security Clearance Requirement

Should the security clearance granted to any employee be suspended or cancelled by DOE, such employee may be discharged immediately and such discharge shall not be subject to the grievance procedure. However, if such action by DOE is later reversed, the employee shall be reinstated without loss of seniority, compensated for all earnings lost, and credited with such time as continuous service.

ARTICLE IX

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 Environmental, Safety, and Health (ES&H) Department working through WEMS' Medical Provider. 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 ES&H 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 through the ES&H Department working through WEMS' Medical Provider. However, an employee who is cleared for work, within a two-year period, but is unable to perform the work in the classification due to a medical restriction, as determined by the ES&H Department, shall exercise Bargaining Unit seniority to move into any classification which the medical restriction permits, provided he/she is qualified. However, if he/she elects not to exercise Bargaining Unit 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 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 physician selected by the two representative physicians. The medical opinion of the third physician after examination of the employee and consultation with the other two physicians shall decide such question. The expenses of the third physician shall be borne jointly by the Company and the Union. In the event the third 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 and shall be reinstated upon application provided he/she can qualify under the seniority rules, is physically capable of performing the work required, is granted a clearance, and applies for reemployment within thirty (30) days after leaving the college, university, or school. 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. Upon reinstatement, the employee 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 that 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.

(f) Personal Leave Beyond FMLA Eligibility

The Company confirms that in the event where an employee, due to a personal illness meeting the qualifying conditions for Family Medical Leave Act (FMLA), completely exhausts his/her FMLA 12-week eligibility and subsequent to this event experiences a situation whereby a qualifying family member becomes ill or has another situation which meets the qualifying conditions for the employee to be granted FMLA, that said employee will be granted Personal Leave Without Pay for a period of up to 12 weeks to care for the family member.

In the case where the employee has partially used their FMLA eligibility due to personal illness and then has a family member become ill meeting the conditions that would qualify the employee for FMLA, said employee will be granted a combination of his/her remaining FMLA eligibility and Personal Leave Without Pay for a period of up to 12 weeks to care for the family member.

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.

(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, in advance, if possible, when unable to report for work as scheduled, including the reason thereof.

(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 X

HOURS OF WORK

Section 1. Definitions

(a) Workday - The 24-hour period beginning at 12:00 midnight.

(b) Workweek - The 7-day period beginning at 12:00 midnight on Sunday.

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

(d) Working Schedule - 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 12-hour rotating shift workers are 7:00 p.m. to 7:00 a.m. to 7:00 p.m.

(f) The normal hours for "O" shift straight day workers are from 7:30 a.m. to 4:00 p.m., Monday through Friday.

(g) The starting time and quitting time for 10-hour shifts will be decided by the Manager. However, starting times will not be earlier than 6:00 a.m. nor end past 6:00 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 day's work within a workweek amounting to a total of forty (40) hours.

Section 3. Working Schedule

(a) Shift Hours

The following shift hours are recognized as standard for regular three-shift continuous operations: Day Shift - 8:00 a.m. to 4:00 p.m.; Afternoon Shift - 4:00 p.m. to Midnight; Night Shift - Midnight to 8:00 a.m.

(b) Rotating Shifts

Three-shift or continuous operations are scheduled to be manned by groups or crews of employees designated as A, B, C, D, and/or AA, BB, CC, DD Shifts who are scheduled in accordance with the annual working schedules.

(c) X, Y, Z Shifts

Three-shift rotating operations, Monday through Friday, are to be manned by groups or crews of employees designated as X, Y, and Z shifts. Shift hours are recognized as: day shift (8:00 a.m. to 4:00 p.m.); afternoon shift (4:00 p.m. to 12:00 midnight); and night shift (12:00 midnight to 8:00 a.m.).

(d) "O" Shift

The following hours are recognized as standard for regular one-shift operations: 7:30 a.m. to 4:00 p.m., on any day Monday through Friday. This is designated as "O" Shift.

(e) Irregular Shift

An irregular shift is an eight-hour shift other than Day, Afternoon, Night, or "O" Shifts. Irregular shifts may be established as required.

(f) "R" Shift

Except as otherwise required, "R" Shift is scheduled 8:00 a.m. to 4:00 p.m., Tuesday through Saturday.

(g) 10-Hour Shift

Provided the Company and the Union both agree, it is permissible for classifications to work a 10-hour shift schedule provided such a shift enhances plant operations. The parties further agree to the following:

1. The 10-hour shift may be terminated by either the Company or the Union upon thirty (30) calendar days prior written notice to the other party as follows:

   a. A fifty percent (50%) plus one (1) disagreement of the affected classification, or

   b. The approval of the Manager of the affected classifications.

2. The first ten (10) hours will be straight time, with no shift differential or meal allowance. Any time worked after the first ten (10) hours will be paid as the current Contract language provides.

3. Full day vacations will be paid and charged in ten (10) hour increments. (No intent to change vacation hours entitlement.)

4. When a week with a scheduled holiday occurs, those scheduled on a ten (10) hour shift will revert back to an eight (8) hour schedule for that week. All rules and regulations shall be those applicable to the eight (8) hour schedule during these holiday weeks, including vacation.

5. The 10-hour shift will cover Monday through Friday, with no Saturday or Sunday coverage and will be designated as "L" Shift. Shifts other than "L" Shift, can be considered as mutually agreed to by the Company and the Union.

6. The fifth (5th) day worked will be considered as the sixth (6th) consecutive day, and the sixth (6th) and seventh (7th) day worked will both be considered as the seventh (7th) consecutive day.

7. "O" Shift employees with a non-paid ½ hour lunch period who go to a ten (10) hour shift will continue to have a non-paid ½ hour lunch period (i.e., 10½ hour shift).

(h) <u>12-Hour Shift</u>

Provided the Union and Company both agree, it is permissible for rotating shift classifications to work a twelve (12) hour shift rotating schedule. The parties further agree to the following:

1. The 12-hour shift may be terminated at any time by either the Company or the Union upon thirty (30) calendar days prior written notice to the other party as follows:

   a. A fifty percent (50%) plus one (1) disagreement of the affected shift employees within the classification, or

   b. The approval of the Manager of the affected shift employees within the classification.

2. 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 of the Union and the affected Manager.

3. A standard days 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.

4. During the 40-hour workweek, 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.

5. 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. They will be designated as AA-BB-CC-DD shifts.

6. An employee shall be paid at the rate of one and one-half (1½) times base hourly rate and at one and one-half (1½) 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.

7. 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.

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

9. 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 12-hour shift. Jury Duty scheduled on scheduled days of work will be credited as hours worked.

10. 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 as defined in this Contract. (Refer to Article X, Section 14.)

11. Vacation - Full day vacations will be paid and charged in twelve (12) hour increments. (No intent to change vacation hours entitlement.)

12. Auxiliary Emergency Squad - To be addressed and evaluated after approval of 12-hour shift. Hours credited - four (4) hours for every three (3) full months of AES service and one (1) day equals twelve (12) hours.

13. Night shift differential 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.

14. 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 X, Hours of Work, Section 7(e),

15. For working twelve (12) hours on a day observed as a holiday, employees will receive a base hourly rate and applicable shift differential for the first four (4) hours and two and one-half (2½) times their base hourly rate and two and one-half (2½) times applicable shift differential for the remaining eight (8) hours.

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

(i) 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 sufficient time, in most cases not to exceed twelve (12) minutes, for wash-up and/or clothes change activity to be taken at the end of the shift unless otherwise permitted.

(j) 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.

Section 4. Overtime Opportunity

(a) Responsibility

It shall be the responsibility of supervision to keep overtime lists by classification according to overtime worked. Lists will be arranged by seniority, and overtime will be offered to the most senior low-hour 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 that exist within an overtime list. The method of offering and charging overtime opportunities will be the same. The overtime list(s) will be reviewed on a quarterly basis to assure overtime is offered on a fair equitable basis and the parties of the agreement shall work together to help minimize any undue payment for non-work performance. Any time an overtime list exceeds the sixteen (16) hour balance each quarter, all employees out of balance will be charged and paid sufficient number of hours to bring the list in balance.

1. Applicable overtime lists which have been established shall be posted and kept up to date as overtime occurs. Lists shall be posted in an accessible location to enable employees to review.

2. (Item 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. (Item 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. (Item 4) When determined that overtime shall be utilized to supplement a regular weekly working schedule which cannot be offered according to Item 2 and Item 3 above, it shall be offered as established in the first paragraph of this section.

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

6. 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 list as when the absence began. If offering overtime to an employee would exceed the sixteen (16) hour limit due to the fact that 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 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 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 Committee person 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 eight-hour work period.

14. <u>Charging Overtime Hours to Employees with Security Clearances and Medical Related Restrictions</u>

    (a) Overtime will be offered in accordance to the existing contract provisions and employees with security clearances and/or medical restrictions will be offered to all overtime <u>within the bounds</u> of any restriction, and charged in accordance to standard contract provisions.

    (b) Overtime <u>outside the bounds</u> of any security clearance and/or medical restriction will be charged only enough hours to maintain the overtime list within a 16-hour balance, with the restricted employee bypassed for such overtime opportunities.

(c) The Manager will determine the hours to be charged. Should the Manager obtain concurrence as to the accuracy of the overtime list from either a duly authorized Union Steward and/or a Division Committee person, no grievance activity shall occur

Section 5. 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 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 5(b) of this Article.

(b) Crediting of Hours

1. 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.

2. Holiday not worked but paid shall be credited in the same manner.

(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 6. Transportation

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

Section 7. Overtime or Premium Payments

(a) Time and One-Half

An employee shall be paid at the rate of one and one-half (1½) times base hourly rate of pay and at the rate of one and one-half (1½) 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. Ten and Twelve hour shifts are exceptions per Article X, Section 3, (g) and (h).

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 Ten and Twelve hour shifts are exceptions per Article X, Section 3, (g) and (h).

3. Schedule change, payment for the first 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 roll-out day to another, or in scheduled vacation.

(b) Two Times

An employee shall be paid at the rate of two (2) times their 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 "O" 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. Ten and Twelve hour shifts are exceptions per Article X, Section 3, (g) and (h).

2. Schedule change, if such change results in more than eight (8) hours worked in a 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 (2½) times their base hourly rate and at the rate of two and one-half (2½) 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 their base hourly rate, and shall be paid at the rate of two (2) times their base hourly rate and two (2) times applicable shift differential for all hours actually worked up to and including eight (8) hours. All hours worked in excess of eight (8) shall be paid under Section 7(c) of this Article.

(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 pre-scheduled vacation, jury duty or funeral absence on the sixth (6th) or seventh (7th) workday of the workweek, all hours worked or credited over forty (40) hours will be paid in accordance with the sixth (6th) and seventh (7th) workday principle. Ten and Twelve hour shifts are exceptions per Article X, Section 3, (g) and (h).

(f) 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 (1½) 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 (1½) times any applicable shift differential for all time spent performing such work except in those situations which have been established by long-standing 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 8. 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

a day related to Christmas. The additional holiday shall be observed on a day Monday through Friday as mutually determined. An employee may take either Martin Luther King, Jr.'s birthday or the holiday related to Independence Day as his/her eleventh holiday. Designation of the holiday to be taken must be given to appropriate supervision by the end of December preceding the calendar year during which holidays are to be observed. Martin Luther King, Jr.'s Birthday 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. 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. Ten and Twelve hour shifts are exceptions per Article X, Section 3, (g) and (h).

(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 their 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, Union paid time (for negotiation meetings only), 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 XIII, 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 9. Shift Differential

(a) Afternoon/Night

A shift differential of forty cents ($.40) per hour shall be paid for work performed between the hours of 4:00 p.m. and midnight. A shift differential of seventy cents ($.70) per hour shall be paid for work performed between the hours of midnight and 8:00 a.m., exclusive of work performed on "O" Shift. Ten and Twelve hour shifts are exceptions per Article X, Section 3, (g) and (h).

(b) Exclusion of Payment

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

(c) "O" Shift

No shift differential will be paid for work performed on "O" shift.

Section 10. Weekend Bonus

An employee who works Saturday and/or Sunday shall receive an additional forty cents ($.40) per hour for such hours worked on Saturday and sixty cents ($.60) per hour for such hours worked on Sunday. In no case shall such payments be applied to hours not worked. Ten and Twelve hour shifts are exceptions per Article X, Section 3, (g) and (h).

Section 11. Lunch Period

(a) Non-paid Lunch Period

Employees working on shifts designated as "O" shall have a non-paid lunch period of thirty (30) minutes to begin not earlier than three and one-half (3½) 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 "O" shift, they shall be paid at time and one-half (1½) their base hourly rate plus time and one-half (1½) applicable shift differential for the time worked in excess of eight (8) hours.

(b) Paid Lunch Period

Employees working on shifts designated as day, afternoon, night, "R", "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 an "O" shift worker) shall be paid a meal allowance of five dollars ($5.00) which shall be included in their regular paycheck. An additional meal allowance shall be allowed for each four (4) hours of consecutive work performed thereafter. Ten and Twelve hour shifts are exceptions per Article X, Section 3, (g) and (h).

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

Section 12. 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 address and telephone number shall relieve the Company of its responsibility under this section of the Contract.

(b) Work before Shift Start

An employee required to report for work before the regular scheduled starting time shall receive not less than four (4) hours pay at base hourly rate or pay at one and one-half (1½) times their base hourly rate plus one and one-half (1½) times applicable shift differential as overtime pay for such work is performed, whichever is greater. This provision does not apply to shift turnovers.

(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 (1½) times their base hourly rate plus one and one-half (1½) times applicable shift differential for such work performed, whichever is greater.

2. It is understood that Section 12 (c)(1) of this Article 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) Shift Overlap

For the purpose of transferring information by off-going shift personnel with on-coming shift personnel, the parties agree to a 12-minute shift overlap to be prior to the shift. It is

understood that Article X, Section 12 (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 XIII, Section 2. Payment for the 12-minute shift overlap period will be at double time.

The shift overlap will occur in the Operations area.

The Company 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. Shift overlap will become effective as soon as practicable but not to exceed ninety (90) days from the effective date of this Contract.

(e) 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 (1½) 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.

(f) 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 (1½) base hourly rate, whichever is greater.

Section 13. 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 14. 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 15. 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 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 XI

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.

Section 2. Cost-of-Living Allowance (COLA)

(a) In addition to the wage increases, the Company will grant COLA allowances as follows:

The COLA 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), as amended for the month of January 2004 and subsequent months, hereinafter referred to the CPI-W.

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

The COLA rate as of the day of original contract ratification is $11.52, effective February 5, 2007.

Based on Three-Month Average CPI-W for:	Effective Date of Adjustment From:	Through:
Jan., Feb., March 2010	5/3/10	8/1/10
April, May, June 2010	8/2/10	10/31/10
July, Aug., Sept. 2010	11/1/10	2/6/11
Oct., Nov., Dec. 2010	2/7/11	5/1/11
Jan., Feb., Mar. 2011	5/2/11	7/31/11
April, May, June 2011	8/1/11	11/6/11
July, Aug., Sept. 2011	11/7/11	2/5/12
Oct., Nov., Dec. 2011	2/6/12	5/6/12
Jan., Feb., March 2012	5/7/12	8/5/12
April, May, June 2012	8/6/12	11/4/12
July, Aug., Sept. 2012	11/5/12	2/3/13
Oct., Nov., Dec. 2012	2/4/13	5/5/13
Jan., Feb., March 2013	5/6/13	8/4/13
April, May, June 2013	8/5/13	11/3/13
July, Aug., Sept. 2013	11/4/13	2/2/14
Oct., Nov., Dec. 2013	2/3/14	5/4/14

Jan., Feb., March 2014	5/5/14	8/3/14
April, May, June 2014	8/4/14	11/2/14
July, Aug., Sept. 2014	11/3/14	2/1/15
Oct., Nov., Dec. 2014	2/2/15	5/3/15

The amount of the COLA 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. A $.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 COLA allowance payable as indicated above.

The COLA 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.

(b) 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.

(c) In the event the Bureau of Labor Statistics (BLS) does not issue the appropriate CPI-W on or before the effective date of adjustment, the COLA required by such appropriate Index shall be effective at the beginning of the first pay period after receipt of the Index.

(d) 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.

(e) The COLAs are dependent upon the availability of the BLS CPI-W in its present form. In the event the BLS 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.

(f) The net COLA for the adjustment period from February 5, 1996 to May 6, 1996 is $6.87. The amount of $.39 in cost-of-living adjustments was diverted for improvements in the Pension Plan and in the Hospital/Surgical Plan for the 1979 Contract period. Seven cents ($.07) of this amount was returned to COLA per an arbitration decision during the 1988 Contract period.

(g) In no event will a decline in the CPI-W be cause to reduce any COLAs that have been made prior to such decline.

(h) The following amounts will be subtracted from the COLA wages and added to the base rate before the above base rate increases are calculated in the respective years.

May 2, 2010	$1.00
May 2, 2011	$1.00
May 2, 2012	$1.00
May 2, 2013	$1.00
May 2, 2014	$1.00

Section 3. Wages as Applied to Benefits

In all cases, except for exceptions outlined below, the base hourly rate and COLA are utilized for benefit premium contribution calculations, life insurance amounts, 401(k) matching amounts and contributions, pension calculations, etc.

1. With regards to payments under the Sickness and Accident Plan, the amount of payments shall be 85% of the base hourly rate and 100% of COLA. Payments will be applied as described in Article XVII, Section 3(c).

ARTICLE XII

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 XVIII 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

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	1½ weeks (or 60 hours)
3 years but less than 5 years	2¼ 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	11½ weeks (or 460 hours)
18 years or more	Same as for 17 years plus 1/2 week (20 hours) for each added year of service

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 XVII, Section 4) for which the Industrial Commission of Ohio has awarded a permanent partial disability of 50% or more prior to the time of termination, shall receive an additional layoff allowance equal to the schedule in Section 1 of this Article. Such employee shall be deemed to have no right to further employment with the Company.

Article XII (Cont'd.)

Section 3. Payments

Calculation of payments under Section 1 of this Article 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.

ARTICLE XIII

VACATIONS

Section 1. Eligibility

An employee shall be entitled to a vacation with pay in each calendar year worked, based upon the length of continuous service, in accordance with the following schedule:

(a) One (1) year but less than five (5) years of continuous service - ten (10) workdays of vacation.

(b) Five (5) years but less than ten (10) years of continuous service - fifteen (15) workdays of vacation.

(c) Ten (10) years but less than twenty (20) years of continuous service - twenty (20) workdays of vacation.

(d) Twenty (20) years but less than twenty-five (25) years of continuous service - twenty-five (25) work days of vacation.

(e) Thirty (30) years or more continuous service - thirty (30) workdays of vacation. [However, USW represented employees who were covered by the USEC CBA on April 1, 1996, are entitled to thirty (30) workdays of vacation after twenty-five (25) years of continuous service.]

An employee must complete the full minimum continuous service requirements before becoming eligible to take a vacation or additional vacation.

An employee coming off the recall list must work a full thirty (30) days prior to being credited with any previously earned 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) workweek if he is a day worker. An employee who is on vacation shall receive the base hourly rate, including COLA, at the time the vacation was taken for each hour of vacation for which qualified.

Article XIII (Cont'd.)

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.

Deferred vacation from the previous year that is not used will be paid.

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, including COLA, in addition to vacation pay, and may elect to take a day of excused absence without pay, 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 classification 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 half-hour portions.

Vacations will be scheduled in accordance with WEMS policies and as mutually agreed to from time to time.

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.

Section 9. Occupational Disability - Eligibility

An employee who loses time from the active payroll due to any PORTS site 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

(a) Vacation pay at time of retirement

Vacation hours remaining 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 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 (1) 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 XIV

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 require employees to follow safety policies and procedures as established in order to achieve these objectives. The Company will maintain a Health and Safety program.

(b) The Company is responsible for maintaining a safe and healthful 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) Authority to suspend work is extended to all WEMS employees. Employees are encouraged to approach all work with a high degree of inquisitiveness. The Company empowers all employees to refuse to perform work that they believe to be unsafe, without fear of reprisal. Work that is suspected or shown to place workers, the public, or the environment at risk shall be immediately suspended until it can be demonstrated that it is safe to proceed with the work.

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

Section 2. Company Safety Committee

(a) The WEMS Safety Committee is established to identify and resolve health and safety matters that arise from any and all sources as applicable to WEMS employees. The Committee shall include equitable membership of Union representatives based on the total employee

population and the overall size of the committee. The programmatic details of the health and safety committee are maintained in a Company procedure to be concurred with by the Union steward. Minutes of the Safety Committee meetings will be made available to all employees.

(b) The following role is proposed for the WEMS USW safety representative:

The Safety representative will be a paid full-time position. Sufficient time will be provided commensurate with safety related issues. Such position and dedicated hours will be reviewed and adjusted as necessary when scope covered within the VPP agreement.

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 clothing (including shoes) which the Company requires employees to wear. 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 with a prescription approved by an ophthalmologist.

(c) Lockers Provided

Employees shall be provided with adequate locker(s).

Section 4. Medical

(a) Records

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

(b) Physical Examination

1. Employees shall be scheduled for routine physical examinations with the WEMS Medical Provider annually. Because of work assignment, some employees may be scheduled for required physical examinations more often if deemed necessary by the Medical Provider and/or the Company. This may include in vivo counting. The employee shall be verbally informed of the results of such examinations by the Medical Provider. Upon a written request by the employee, the results of an examination shall be provided to the employee.

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 opinion of the Medical Provider as to the job then held by the employee, but not as to some other job or jobs, the employee may 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 Provider on the basis of the finding of the employee's private physician, i.e., should such a finding be accepted by the Medical Provider 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 Provider, the employee's medical disqualification no longer exists, the employee shall be reassigned to a job consistent with his/her seniority rights, and the above specified rate protection shall no longer apply.

(c) Medical Restrictions

1. The Division Committee person and respective Supervisor or Manager shall agree upon the duties within the employee's classification in which such restricted employee shall be able to perform 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, then the Human Resources Department will give written notification to

the Union and employee as to what classifications 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.

The employee in permanent restriction shall utilize his/her WEMS seniority to move to any classification for which he/she is qualified. An employee returning to a base classification may use his/her WEMS seniority to exercise bumping privileges. An employee not returning to a base classification will start accruing seniority for job preference effective the date of transfer to that classification.

3. 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.

4. 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.

5. In the event of a surplus in the classification the restricted employee is working, the employee shall have, for the purpose of reduction-in-force only, classification seniority equal to his/her WEMS seniority.

6. When the medical restriction is removed, an employee will return to the job 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 5. Workplace Substance Abuse

(a) Drug Control 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 WEMS' Employee Assistance Program (EAP) as provided by the WEMS benefits program. 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 the employee to obtain appropriate medical assistance.

   If an employee has a drug problem and voluntarily seeks the help of the Company to overcome the problem, the resources of the Company benefits program are available to the employee. WEMS 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 EAP.

4. Where there is reasonable suspicion to believe that an employee may have used an illegal drug, including work-related accidents and unusual occurrences, 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 Company Medical Provider as appropriate. A case arising during off-shift hours must be carefully reviewed with the appropriate manager 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 WEMS 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 Company Medical Provider 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 Facility. 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 mutually selected by the Company and the Union, 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 Facility.

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 Company Medical Provider 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 DOE.

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 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 DOE. 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.

14. The Company and the Union will negotiate during the term of the new Contract with respect to other impacts of the Human Reliability Program (HRP) upon the Bargaining Unit if HRP becomes applicable to WEMS.

(b) <u>Random Drug Testing</u>

USW represented employees of WEMS randomly tested for drugs will be tested in accordance with the parameters of the 10 CFR 707 Workplace Substance Abuse Programs at DOE Sites. All contractor positions that currently have security clearances ("Q" or "L") and the employees in positions that currently have security clearances have the potential to significantly affect the environment, public health and safety, or national security. Therefore all such positions will considered to be designated positions subject to random drug testing at a rate equal to thirty (30%) of the total number of employees in

testing designated positions for each twelve (12) month period. Random testing will be conducted at least once per quarter to meet the annual drug testing requirements. Further, the parties agree to amend the percentage to be tested as needed in order to remain complaint with future revisions to 10 CFR 707 Workplace Substance Abuse at DOE Sites.

1. The Human Resources Department is responsible for identifying individuals selected for random testing. HR will afford a USW Union Local Representative the opportunity to be present during the random selection/identification process. Once, identified, HR will notify the employee's supervisor and the ESH&Q Manager (or designee). If a selected person is not at work the day the random testing is conducted, HR will document their records accordingly. An individual may be selected for random testing in any quarter and previously being randomly tested is not a basis for non-selection in any quarter. Once randomly selected, the employee will have up to two (2) hours to report to the designated testing facility for the drug screen.

ARTICLE XV

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 "B" of this Collective Bargaining Agreement.

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 the agreement of the joint classification committee. Unresolved disputes concerning the assignment of tasks are subject to the grievance procedure beginning at Step 2 of Article VII.

Section 3. Joint Classification Committee

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 and rate evaluations 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.

Section 4. Commercial Drivers Licenses

In order to assure a sufficient number of Bargaining Unit employees are in compliance with U. S. Department of Transportation (DOT) regulations to operate vehicles subject to DOT regulations, the Company and the Union agree:

Article XV (Cont'd.)

1. Employees who become qualified to operate vehicles for the Company requiring a CDL after the effective date of this agreement shall be reimbursed for their initial CDL license fee and the CDL license fees that become due while they remain qualified. Employees shall be reimbursed for their current CDL license fee, if not previously reimbursed.

2. The Company may designate other classifications in which some employees will be required to become qualified to operate vehicles requiring a CDL. The Company will designate the minimum number of employees in each designated classification who must become qualified. Once the Company designates these classifications and the minimum number of employees in each designated group required to be qualified, it will not change the designated classification or the minimum number of employees in each designated classification without prior discussion with the Union.

3. Should a canvass in the designated classification fail to produce a sufficient number to achieve the minimum number set by the Company for a designated classification, the least senior employees in the designated classification will be required to become qualified to operate vehicles requiring a CDL, so that the minimum number for the designated classification is achieved.

4. All employees employed in a designated classification where a CDL is required and who elect or are required to become qualified to operate vehicles will be offered, as is necessary, training and will be allowed to take required drug tests, medical examinations, road tests and written tests required to qualify without loss of pay. These employees shall be allowed up to three (3) attempts to pass the written tests and road tests for issuance of a CDL.

5. Employees in a designated classification who are not qualified to operate a vehicle requiring a CDL, shall be deemed not qualified to perform work of their classification requiring a CDL, and if bypassed for an overtime opportunity, will be charged for the by passed overtime opportunity.

ARTICLE XVI

MISCELLANEOUS

Section 1. Work by Non-Bargaining Unit Personnel

(a) Definition

Non-Bargaining Unit personnel shall consist of any individual in the employ of Wastren-EnergX Mission Support, LLC, who is not represented by Local 689, 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

Every other Friday is the regular payday for the two weeks ending five (5) days prior to the payday. Pay is calculated on a seven (7) day work week as defined in Article X, Section 1. Bi-weekly paychecks or direct deposit advice statements will be delivered to employees at work or if requested, by U.S. mail.

Section 3. Communications/Bulletin Boards

The Company will utilize the following mechanisms to communicate to employees: (1) Company Bulletin Boards; (2) Send information to USW Union Hall; (3) WEMS web site; (4) Annual mailing to all USW employees describing how information is available regarding WEMS job postings, etc. 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.

Article XVI (Cont'd.)

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 WEMS to work on day shift, as long as each is serving in such representative capacity, provided the Local Union so requests in writing.

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. Auxiliary Emergency Squad

Employees on each of the rotating shifts may be selected from among volunteers to assist in emergencies. If an insufficient number of employees volunteer on any shift, the Company may assign employees with the least site-wide seniority from that shift to such duty. Certain jobs, however, must have coverage at all times and assignment or volunteers from these groups must be totally or partially excluded. The type and frequency of preparatory training for such assistance shall be at the discretion of the Company. The Union recognizes and agrees that the Company at its sole prerogative, and without challenge from the Union, may choose not to establish or man an Auxiliary Emergency Squad (AES) at all.

The Company and the Union agree to the following in regard to employees with work restrictions assigned to the AES in the event the Company elects to establish and man an AES.

(a) Action

1. An employee with a permanent work restriction should be removed from the AES.

2. An employee with a temporary work restriction should not be permitted to serve on the AES for the duration of the restriction.

(b) Procedure

1. The appropriate Manager will notify the ESH&Q Manager of the name, department, and badge number of current AES members and inform them of any change in the current list.

2. The ESH&Q Manager will flag medical records to identify employees serving on the AES.

3. Employees on the AES will be scheduled for annual mandatory physical examinations.

4. The ESH&Q Manager will notify the appropriate WEMS Manager whenever work restrictions are imposed or removed for a member of the AES.

Section 9. Educational Assistance/Training

(a) 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.

(b) The Company shall provide job-specific and task-specific training to ensure competent job performance. Time for such training shall be compensated within the classification held by the employee at the time such training commenced.

Section 10. Utilization of Work Force/Subcontracting

(a) The Company recognizes a responsibility to utilize all its employees; to offer a reasonable amount of overtime to Bargaining Unit personnel when regularly scheduled work hours are not sufficient for the Company to implement its responsibilities, and will not subcontract work historically or traditionally performed by the Bargaining Unit employees or those activities delineated in Section 11 of this Article (Scope of Work), except as provided in subsection 10(b) of this Article.

(b) Subcontracting will be permitted only if:

1. The work load exceeds the staffing or skills of the employees present within the job classification that normally performs the work or there are not enough Bargaining Unit personnel who are qualified to perform the task, and time limits for a particular job completion will not permit the recall or filling of vacancies using hiring procedures outlined in this Agreement; and

2. Personnel in the affected classification shall be offered a reasonable amount of overtime to perform work prior to any subcontracting.

3. Further, no subcontracting regarding the work scope contained with this agreement may be permitted to be carried out for more than normally ninety (90) consecutive days and the employer may not circumvent this time limitation by suspending subcontracted work and renewing the subcontracting of such work for more than an aggregate of ninety (90) days in any one (1) year period (beginning on the first day of such subcontracting). The employer shall fill vacancies under Article VIII which would have been created by virtue of subcontracting, if such subcontracting lasts more than ninety (90) days and involves at least a full time equivalent position in terms of hours required to perform such work.

4. Bargaining Unit employees who normally perform the work in question shall not be displaced, laid off, or denied overtime opportunities as a direct result of any work being subcontracted.

(c) 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 Union President to give an explanation of the nature of the work, approximate dates, contractor, cost of the project, and the reasons for the Company's decision to subcontract such work.

(d) Bargaining Unit employees shall perform work assigned under the terms of WEMS' contract with the DOE, as amended, for activities which have been traditionally or

historically performed without regard to the prevailing wage determination. Should work which is covered under Section 11 of this Article (Scope of Work), or which has been traditionally or historically performed by the Bargaining Unit be designated by DOE or the U.S. Department of Labor (DOL) as covered under the Davis Bacon Act, the employer shall assign such work to the Bargaining Unit. Determinations of "traditional" or "historical" shall be based on past collective bargaining agreements at PORTS, current or past job descriptions, or comparable work assignments.

(e) The Company shall establish and participate in a Davis Bacon Review Committee consisting of two (2) Company and two (2) Bargaining Unit representatives. The Company shall share appropriate information with the Union necessary for both parties to have a fully informed evaluation of work packages as it relates to Davis Bacon Act coverage criteria. The Union will be given an opportunity to input facts and other information prior to labor standards recommendations being submitted to DOE for a determination.

(f) Future Work

The parties agree that should future work be assigned to WEMS [e.g., USEC performed PORTS/facility support service operations, surveillance or maintenance, pre-Decontamination & Decommissioning (D&D) activities, etc.], WEMS shall recognize USW Local 689 as the bargaining representative and hire employees pursuant to this Agreement for work outlined in Section 11(b) of this Article (Scope of Work). The parties agree, subject to negotiations and ratification, to reopen portions of this Agreement to incorporate mutually agreeable terms and conditions related to the performance of such new work scope with respect to job classifications and related rates of pay.

Section 11. Scope of Work

(a) USW work scope performed for WEMS within DOE contract DE-CI0000004 includes:

FACILITIES SUPPORT SERVICES: WEMS employees shall perform facility support services and other D&D mission support activities for, but not limited to: maintaining grounds including assigned roadways and parking lots, and snow removal, janitorial services, stores shipping and receiving, corrective and preventive maintenance in assigned facilities, including carpentry, plumbing, electrical, painting, sheet metal, heating, ventilation and air conditioning (HVAC), hoisting and rigging, instrument repair and maintenance, computer and electronics installation and repair, and assigned mobile equipment maintenance and repair.

(b) Work which is not presently performed by WEMS but which is contained within their contractual scope on the date of enactment, or future work for which WEMS may be assigned by DOE (including work currently performed by USEC for DOE) as indicated in Section 11(f) of this Article.

SURVEILLANCE AND MAINTENANCE FACILITY OPERATIONS: Surveillance and maintenance of active and inactive uranium enrichment and related support facilities: hot/cold or "cold iron" standby operations; operations of facility infrastructure functions including winterization and heating, operations and maintenance of recirculating hot water system, steam plant operations and maintenance, waste water plant and water treatment plant; asbestos abatement associated with maintenance, equipment repairs or modifications prior to or during full scale D&D; transite repair, removal and replacement; safe shutdown, including deactivation and stabilization, process systems disconnect (including all chemical, radiation, and support utilities), facility characterization support activities traditionally performed by the Bargaining Unit workforce, and other activities undertaken prior to or during D&D; DOE-funded work scope transferred from USEC or any other DOE site contractor to WEMS, including but not limited to, site utilities, power operations, fire services, "captive" operations and maintenance work related to site infrastructure, and electronic infrastructure within the PORTS site, including radio network repairs, install and repair computers in DOE facilities, Public Address systems, calibration and repair of radiological instruments and test equipment, scale calibration and maintenance, and instrumentation and calibration and repair of electrical measurement equipment.

Section 12. Smoking Policy

Smoking is prohibited in all plant site buildings and other enclosed structures except in designated areas. Smoking in WEMS or government vehicles is prohibited.

Section 13. Representation of WEMS Union Employees

WEMS will pay the full salary for any USW official that is considered a full-time WEMS employee. The paid Union officials considered under this section include: President, Vice President, three (3) Committee Members, WEMS USW Safety Representative, and USW Benefits Representative.

Article XVI (Cont'd.)

Section 14. Contractual Annual Bonus

WEMS will commit to providing USW employees an annual bonus tied to the performance of our contract with DOE. The bonus will be paid to all USW employees equally and is envisioned to be approximately $1,000/annually with the first payment coinciding with our contract start date (i.e., March 16, 2011). This process is subject to DOE approval.

ARTICLE XVII

SICKNESS AND ACCIDENT PLAN

Non-Occupational Disability Pay

Section 1. Eligibility

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

(a) has three (3) months or more of continuous service as determined in accordance with the rules set forth in Article VIII, 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 sixteen (16) consecutive scheduled work hours, and

(d) reports the absence and the cause of absence to immediate supervision within the foregoing sixteen (16) hour period.

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;

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

1. No payments shall be made for the first sixteen (16) 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 first two (2) waiting days of a certified non-occupational disability.

   For the purposes of non-occupational disability absences and payments, a workday in which less than four (4) hours of work is performed or paid for is considered a workday of absence.

2. An employee out sick for four (4) consecutive workdays may at his/her option utilize his/her vacation to offset any portion of the sixteen (16) hour waiting period under Article XVII, Section 1, paragraph (c).

   An employee who is disabled for twenty-five (25) or more consecutively scheduled workdays, and receives disability pay for the sixteen (16) hour waiting period [Article XVII, Section 3, paragraph (a)] 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.

(b) Payment Period

Following the sixteen (16) hour waiting period, payments for any one (1) 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 sixteen (16) hour waiting period, the amount of payments shall be 85% of the base hourly rate the employee is receiving for each scheduled work hour and 100% of the COLA amount 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 Section 3 (b) of this Article, except as provided in Article XIII, Section 4. Benefits will be paid by a combination of self-insurance and insurance through WEMS' short-term disability provider.

(d) Dispute Resolution Process

If the WEMS short-term disability provider rejects an employee's claim, then WEMS will work with the employee to file an appeal. If the appeal is denied and the employee and the Union wish to appeal directly to the Company, then WEMS will pay for a third (3rd) party Medical Reviewer, as mutually agreed to between the Company and the Union, and both the Company and the Union agree to abide by the third (3rd) party Medical Reviewer's decision. (Ref. Letter, "Non-Occupational Sick Leave.")

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 IX. When properly approved by the Company, an employee shall be paid an amount equal to the difference between his/her base hourly rate, including COLA, 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 or when the Company's Medical Provider 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. Medical Examination of Employees Absent for Occupational Injury or Illness

(a) The Company will make a determination as to whether a claim for Worker's Compensation weekly benefits, in whole or part, will be accepted or rejected within five (5) work days of receipt of medical documentation.

(b) The Company will make the initial benefit payment within fifteen (15) work days after determination to accept the claim is made.

(c) The Company will continue to periodically examine employees to determine if the occupational leave and supplemental pay is to be continued.

(d) The Company will continue the employee's present choice of medical providers to the extent permitted by law.

Section 8. Scheduling Follow-Up Medical Treatment for Employees with Occupational Injuries

WEMS will 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.

WEMS 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.

ARTICLE XVIII

INSURANCE, PENSION, AND RETIREE HEALTH BENEFITS FOR GRANDFATHERED AND NON-GRANDFATHERED REPRESENTED EMPLOYEES

Section 1. Benefits for Grandfathered Employees

(a) Wastren-EnergX Mission Support, LLC is a co-sponsor of and participant in the Multiple Employer Pension Plan (MEPP), a defined benefit pension plan. Grandfathered employees shall be allowed to transfer into and participate in this plan as defined in the MEPP. Bechtel Jacobs Company LLC (BJC) shall serve as the Plan Administrator for the MEPP. The specific terms and conditions applicable to the MEPP are contained in the Plan Document (as restated in 2002 and as amended as of the time of this agreement), which is incorporated by reference.

1. The term "Grandfathered Employee," as defined in the MEPP, shall mean an individual who meets both of the following conditions:

   i. The individual was either: (1) an employee of Lockheed Martin Energy Systems, Lockheed Martin Utility Services, or Lockheed Martin Energy Research (collectively, "LM") on March 31, 1998; or (2) a bargaining unit member of the Paper, Allied-Industrial, Chemical and Energy Workers International Union. AFL-CIO ("PACE") (at the East Tennessee Technology Park) who was on the LM recall list on March 31, 1998; or (3) a bargaining unit member of the Atomic Trades and Labor Council ("ATLC") (at the Oak Ridge National Laboratory or Y-12 Plant), or PACE (at the Portsmouth Gaseous Diffusion Plant or Paducah Gaseous Diffusion Plant) who was either an LM employee, a United States Enrichment Corporation ("USEC") employee, or on the LM or USEC recall list on the date of the applicable bargaining unit transition agreement; and

   ii. The individual was either: (1) subsequently employed by the Contractor or its first-tier or second-tier subcontractors for work in Covered Employment prior to April 1, 2000; or (2) a USEC employee (at the Portsmouth Gaseous Diffusion Plant or Paducah Gaseous Diffusion Plant) who transitions directly to the Contractor or its first-tier or second-tier subcontractors for work in Covered Employment after March 31, 2000, and before January 1, 2001; or

iii. a former USEC employee (at the Portsmouth Gaseous Diffusion Plant or Paducah Gaseous Diffusion Plant) who received an involuntary reduction-in-force after March 31, 2000, and is subsequently hired by the Contractor or its first-tier or second-tier subcontractors for work in Covered Employment before January 1, 2001; or (4) covered by an applicable bargaining unit transition agreement for which no employment deadline is specified.

2. A Grandfathered employee who incurs a break in service of any length continues as a Grandfathered employee upon reemployment by the Contractor or any of its first-tier or second-tier subcontractors provided that the break in service was not for a termination for cause and is consistent with the crediting of service within the MEPP Plan Document.

(b) Additionally, WEMS is a co-sponsor of and participant in the Multi-Employer Welfare Arrangement (MEWA), which provides health insurance coverage (including prescription drugs), vision coverage, dental coverage, life insurance, and long-term disability. BJC shall serve as the Plan Administrator for the MEWA. These, and other Company provided employee benefits, are summarized in Summary Plan Documents. The benefit plan documents are incorporated in this Contract by reference and shall include:

1. MEPP (for Grandfathered employees only).

2. Employee Health Care Plan (MEWA benefit which provides medical, prescription drug, and vision coverage).

3. MEWA Retiree Health Care Benefit Plan (benefit for retired grandfathered employees is the same plan as provided to active grandfathered employees).

4. Dental Plan (MEWA benefit which retirees electing dental plan will pay shared costs under retiree contributions).

5. WEMS 401(k) Plan (WEMS will match 100% of what the employee contributes to the plan, up to the first 4% of the employee's pay.)

6. Basic and Supplemental Life Insurance Plan (MEWA benefit which provides insurance for employee only – no spouse or dependent coverage available).

7. WEMS Flexible Spending Accounts.

8. WEMS Special Accident Insurance.

9. WEMS Employee Assistance Program.

10. Basic Long-Term Disability Plan (MEWA benefit).

11. Business Travel Accident Insurance Plan.

(c) Notwithstanding provisions contained in any other benefit plan documents or notices, WEMS shall not eliminate any benefit plans or programs, nor shall it provide less than substantially equivalent benefit levels (subject to availability of such plans or programs), unless they notify and bargain with USW, in accordance with applicable Federal and State law. However, this obligation shall not apply to the Basic Long-Term Disability Plan [Section 2 (11)] of this Article.

(d) Service credits for purposes of vesting and determining benefits that were accumulated with BJC (and its first and second tier subcontractors), USEC, Lockheed Martin (and predecessor DOE contractors), and LPP (and its first and second tier subcontractors) shall be credited by WEMS as outlined in the chart within Article VIII, Section 2, and as described in the MEPP and MEWA Plan Documents.

(e) Employee contributions are established as follows:

1. Employee Health Care Plan:

But not to exceed anything above 10% of annual medical premium increase

Date	Percent Employee Pays	Individual	Dual	Family
1/2011	8%	$104.15	$204.87	$288.83
1/2012	10%			
1/2013	12%			
1/2014	14%			
1/2015	16%			

2. Dental Plan – Employees will begin to pay 3% of contribution for dental insurance plan premiums.

3. Retiree Medical and Dental – Employees will continue to pay 25% of medical insurance premiums. Retirees shall continue to share in the cost of retiree life insurance and dental at already established rates.

4. WEMS shall not increase the cost of insurance premiums above the employer's cost by adding surcharges or overheads. This does not apply to COBRA where the employer will charge an additional 2% over the actual costs.

Section 2. Benefit Programs for New Hires

(a) All benefit plans available and provided to "grandfathered employees" shall be provided to "non-grandfathered employees" by WEMS, except for participation in the MEPP and the MEWA Retiree Medical coverage.

(b) In lieu of participation in the MEPP, WEMS will contribute an amount to the WEMS 401(k) Plan. The amount contributed will be 5.8% of the applicable hourly wage (including COLA) for every hour worked. Employees will vest in this contribution on the first day of employment.

(c) Prior to hiring any new employees who are not defined as "Grandfathered," WEMS shall make arrangements to provide retiree health care benefits for new hires through the MEWA or an alternative program or funding mechanism. The terms, conditions, and benefit levels of an alternative plan or funding mechanism for retiree health care benefits shall be negotiated with the USW.

(d) Both parties agree that it is in the mutual interest of WEMS and USW to reduce the overall cost of health insurance to the employees, the Company, and our client. To that end, both parties agree to continue to explore alternative health insurance options that will reduce costs, meet WEMS corporate objectives, and are reimbursable under WEMS's contract with DOE. Subject to mutual agreement of both parties and ratification by WEMS and USW members.

(e) Benefits Chart

See Benefits Chart on the following page.

Wastren-EnergX Mission Support, LLC
PORTS USW Benefit Plans
Date: March 22, 2007

MEDICAL PLAN

	100/90% PPO Plan
Deductible	In Network: Individual $0 Family $0 Out of network: Individual $100 Family $200
Out-of-Pocket Max	In Network: Individual $0 Family $0 Out of network: Individual $600 Family $1200
Lifetime Max	$1,000,000 Includes $10,000 yearly restoration.
Office Visit Co-pay	None

Article XVIII (Cont'd.)

MEDICAL PLAN (CONT'D.)

	100/90% PPO Plan
Benefits	
Doctor Visit	In: 100% - No deductible Out: 90% - After deductible
Second Surgical Opinion	100% However, Aetna recommends any SSO be covered at the same benefit levels as the physician charges.
Hearing Aids	1 aid per ear per member covered at 100%. Not subject to deductible $500 max every 3 years.
Physical Therapy	60 day visit limit per condition
X-Ray and Lab.	In: 100% - No deductible Out: 90% - After deductible
Inpatient Hospital / Surgery	In: 100% - No deductible Out: 90% - After deductible
Outpatient Surgery	In: 100% - No deductible Out: 90% - After deductible
Pre-Admission & Post-Confinement Testing	In: 100% - No deductible Out: 90% - After deductible (Aetna follows hospital guidelines to determine time frames for testing.)

MEDICAL PLAN (CONT'D.)

	100/90% PPO Plan
Preventative Care	
Immunization	In: 100% - No deductible Out: 90% - After deductible Flu shots are covered. Must be medically necessary.
Well-Child	In: 100% - No deductible Out: 90% - After deductible 6 visits year 1. 2 visits ages 1-2. Ages 2-6 = 1 per 12 mo. Ages 7-64 = 1 per 24 mo.
Well-Woman	In: 100% - No deductible Out: 90% - After deductible Limit 1 per cal year
Routine Physical Exam	In: 100% - No deductible Out: 90% - After deductible Limit to 1 visit each 24 months for ages 7-64
Routine Mammogram	In: 100% - No deductible Out: 90% - After deductible For age 40+. Limit 1 per cal year Plan pays up to $85
Emergency Care	
Doctor Office	In: 100% - No deductible Out: 90% - After deductible
Emergency Room	100% - No deductible
Emergency Conditions	For treatment of sudden/serious onset of illness or injury
Ambulance	90% - After deductible (must be medically necessary)

Article XVIII (Cont'd.)

MEDICAL PLAN (CONT'D.)

	100/90% PPO Plan
Other Services	
Birthing Centers	In: 100% - No deductible
Cancer Therapy	In: 100% - No deductible Out: 90% - After deductible
Midwife	In: 100% - No deductible Out: 90% - After deductible
Chiropractor	90% in- and out-of-network, after deductible Max: 60 visits per cal. year
Durable Medical Equipment	In: 100% - No deductible Out: 90% - After deductible
Hospice / Home Health/ SNF	
Hospice Inpatient / Outpatient	In: 100% - No deductible Out: 90% - After deductible Max: 60 days per cal year
Hospice Physician, Social Worker, Psychologist & Bereavement Counseling	In: 100 % - No deductible Out: 90% - After deductible (Coverage is for hospice patient not bereavement counseling) Max: $5,000
Home Health	In: 100 % - No deductible Out: 90% - After deductible Max: 120 days per cal. year
Skilled Nursing Facility	In: 100 % - No deductible Out: 90% - After deductible 120 day per convalescence Prior hospitalization required

MEDICAL PLAN (CONT'D.)

	100/90% PPO Plan
MH/SA	
Mental Health Inpatient	In: 100% - No deductible Out: 90% - After deductible Max: 30 days per cal. Year
Substance Abuse Inpatient	In: 100% - No deductible Out: 90% - After deductible Max: 30 days per cal. Year
Mental Health (MH) & Substance Abuse (SA) Outpatient Treatment Combined	In: 100% - No deductible Out: 90% - After deductible MH Max: 30 visits per cal. year SA Max: $3,000 per cal. year
Prescription	
Drug & Medication	90% - After deductible Mail Order: 90 days Generic: In: 100% - $5 co-pay Out: N/A 90 days Brand: In: 100% - $15 co-pay Out: N/A Non-Participating Mail Order Pharmacy Benefits Not Covered. Does not go towards out-of-pocket maximum.

MEDICAL PLAN (CONT'D.)

	100/90% PPO Plan
Eligibility	
Employee	Full-time on first day of employment
Dependent Age	24
Failure to pre-certify	$300 per incident No coverage for nonmedically necessary procedures.

Dental	
	Have to enroll to be eligible Unmarried children eligible up to age 24 Maximum amounts: $1500 in one calendar year $1500 for orthodontics in a lifetime for children to age 24 Deductible: $50 individual per calendar year

Note: This is intended to be a plan design summary. Please refer to the Plan Documents for details on plan benefits, limitations and exclusions.

ARTICLE XIX

TERM OF CONTRACT

Section 1. Effective Dates

This Contract became effective as of January 18, 2011, and it shall continue in effect until 12:01 a.m., March 16, 2015, 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.

Section 2. Renegotiation Notice

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

1. United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union
   P. O. Box 1475
   Nashville, Tennessee 37202

2. Wastren-EnergX Mission Support, LLC
   P. O. Box 307
   Piketon, OH 45661

ARTICLE XX

APPROVAL

This Contract between the Company and the Union is subject to ratification by the members of Local 689 who are employed by Wastren-EnergX Mission Support, LLC, 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 duly chosen representatives of the parties to this Contract have hereunto set their hands this January day of 18 2011.

United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied-Industrial and Service Workers International Union and its Affiliated Local No. 689

Leo Geard, International President

Stan W. Johnson, International Secretary

Tom Conway, International Vice President Administration

Fred Redmond, International Vice President Human Affairs

David McCall, District 1 Director

Dave McLean, Sub Director

Bobby Graff, President, Local 689

Herman Potter, Vice President, Local 689

Jeff Fannin, Division I, Local 689

Glenna Graff, Division II, Local 689

Debbie Thomas, Division III, Local 689

Wastren-EnergX Mission Support, LLC
Portsmouth Gaseous Diffusion Plant

Steve Moore, Project Manager

Chris Ondera, Deputy Project Manager

Amanda Spriggs, Human Resources Manager

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APPENDICES

APPENDIX A

REPRESENTATION DIVISIONS

For the purpose of representation under the provisions of Article VII, the job classifications included in each of the three (3) representation divisions are as indicated below:

REPRESENTATION DIVISION I

Building Mechanic
Instrument and Electrical Mechanic
Maintenance Mechanic

REPRESENTATION DIVISION II

Operator

REPRESENTATION DIVISION III

Service Worker
Hourly Planner

APPENDIX B

COMBINED CLASSIFICATIONS

At the time initial contract negotiations between Wastren-EnergX Mission Support, LLC (WEMS) and Portsmouth United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Services Workers (USW) Local 689 began, there were numerous USW job classifications identified in the collective bargaining agreements for Portsmouth.

WEMS and Portsmouth USW Local 689 have bargained on this issue and, as a result of that bargaining, have agreed to reduce the number of USW job classifications to six (6). The six (6) USW job classifications under the WEMS/USW Collective Bargaining Agreement for Portsmouth shall be Service Worker, Building Mechanic, Maintenance Mechanic, Instrument and Electrical Mechanic, Operator, and Hourly Planner. All work scope included in the WEMS/DOE Facility Support Services Contract number DE-CI0000004, as amended, 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 six (6) job classifications and as outline within all other applicable provisions of this agreement.

WEMS Combined Classifications

1. <u>Service Worker</u>

Janitor
Laborer
Truck Driver
Materials
Mason (future)
Laundry Worker (future)
Coal Handler (future)
Lubricator (future)
Car Driver (future)

2. <u>Building Mechanic</u>

Sheet Metal Mechanic
Carpenter
Painter
Sign Painter (future)

3. <u>Instrument & Electrical Mechanic</u>

Electricians
Electronics Mechanic
Instrument Mechanic
HVAC Mechanic (electrical)

4. <u>Maintenance Mechanic</u>

Welder
Maintenance Mechanic
Mobile Equipment Mechanic (future)
HVAC Mechanic (mechanical)
Machinist (future)

5. <u>Operator</u>

Distribution & Inspection Operator (future)
Utility Operator (future)
Chemical Operator (future)
Uranium Material Handler (future)
Power Operator (future)
Stationary Engineer (future)
Boiler Operator (future)
Production Process Operator (future)
Assistant Boiler Operator (future)
Fire Protection EMT-A (future)

6. **<u>Hourly Planner</u>**

Note 1: Work falling into the future classifications as noted above shall be performed by the classification in which the job is listed. These positions shall be filled as requirements for work within the classification that becomes available at the discretion of WEMS Management.

Note 2: HVAC work will revert to the previous practice of being performed by Electricians and Maintenance Mechanics (now Maintenance Mechanic and Instrument and Electrical Mechanic). This is how the work was performed prior to the creation of the HVAC Mechanic position circa 1996.

APPENDIX C
WAGE CHART

Wage Increase of 3% Base hourly rate range for labor grades effective May 2, 2011. Includes $1.00 roll-in COLA

Labor Grade	Starting Rate	9 Weeks	13 Weeks	18 Weeks	26 Weeks	39 Weeks	52 Weeks
20	$ 18.89	$ 19.35		$ 19.61			
30	$ 23.03		$ 23.44		$ 24.06		
40	$ 23.03		$ 23.44		$ 24.06		
50	$ 23.03		$ 23.44		$ 24.06		
60	$ 23.19		$ 23.60		$ 24.22		
70	$ 23.19		$ 23.60		$ 24.22		

Wage Increase of 3% Base hourly rate range for labor grades effective May 2, 2012. Includes $1.00 roll-in COLA

Labor Grade	Starting Rate	9 Weeks	13 Weeks	18 Weeks	26 Weeks	39 Weeks	52 Weeks
20	$ 20.49	$ 20.96		$ 21.23			
30	$ 24.75		$ 25.18		$ 25.81		
40	$ 24.75		$ 25.18		$ 25.81		
50	$ 24.75		$ 25.18		$ 25.81		
60	$ 24.91		$ 25.34		$ 25.97		
70	$ 24.91		$ 25.34		$ 25.97		

Wage Increase of 2.75% Base hourly rate range for labor grades effective May 2, 2013. Includes $1.00 roll-in COLA

Labor Grade	Starting Rate	9 Weeks	13 Weeks	18 Weeks	26 Weeks	39 Weeks	52 Weeks
20	$ 22.08	$ 22.57		$ 22.84			
30	$ 26.46		$ 26.90		$ 27.55		
40	$ 26.46		$ 26.90		$ 27.55		
50	$ 26.46		$ 26.90		$ 27.55		
60	$ 26.62		$ 27.06		$ 27.71		
70	$ 26.62		$ 27.06		$ 27.71		

Wage Increase of 2.75% Base hourly rate range for labor grades effective May 2, 2014. Includes $1.00 roll-in COLA (If Contract extended)

Labor Grade	Starting Rate	9 Weeks	13 Weeks	18 Weeks	26 Weeks	39 Weeks	52 Weeks
20	$ 23.71	$ 24.22		$ 24.50			
30	$ 28.22		$ 28.66		$ 29.34		
40	$ 28.22		$ 28.66		$ 29.34		
50	$ 28.22		$ 28.66		$ 29.34		
60	$ 28.38		$ 28.83		$ 29.50		
70	$ 28.38		$ 28.83		$ 29.50		

Labor Grade	Starting Rate	6 Months	12 Months	18 Months	24 Months
SW1	$13.34	$14.34	$15.34	$16.34	$17.34

* **NOTE**: $0.25/hr will be given to approved CDL drivers

***The current incumbent Materials employee will initially go to the new pay rate of $14.11 effective March 22, 2007, and will be eligible for annual increases as prescribed in the Wage Chart.

****Future employees entering the Service Worker classification will enter at the Labor Grade 20 rate.

*****Starting rate only applies to newly hired employees who have not previously worked at the PORTS site.

***** Service Workers will start at the starting rate for Labor Grade SW1 and will progress to the top of the labor grade over a 24 month period."

Labor Grade	Classification	Labor Grade	Classification
20	Service Worker	50	Maintenance Mechanic
30	Operator	60	Instrument & Electrical Mechanic
40	Building Mechanic	70	Hourly Planner

MEMORANDUMS OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

INFRASTRUCTURE PLANNER

DATED: March 22, 2007

Job Level: Existing Maintenance Craft Level as Defined by a Current CBA - Infrastructure Planner.

Progression: The positions will be filled for a minimum of one (1) year and then reviewed by the parties. Management reserves the right to disqualify individuals who do not meet the minimum performance and qualifications listed below. Any such employee either not meeting the requirements contained within this MOU or who after a full year as serving as a planner can choose to return the classification he/she left. Salaried Planners will also be utilized.

From: Maintenance Crafts or other qualified employees

To: Maintenance Crafts, Management

Prerequisites:

1. Minimum Associate Degree in a technical field. TPMC will consider alternate experience/training and approve substitution for the educational factor if deemed acceptable.

2. Demonstrated proficiency with Information Technology (IT) hardware and software.

3. Familiarity with applicable work planning software is desirable or the ability to learn and become proficient with TPMC Planning software is required.

4. Minimum of seven (7) years experience as a craftsperson or related site maintenance work evolution, five (5) of which is at the Portsmouth Plant.

5. Demonstrated thorough understanding of the work permit system.

Job Duties: Reporting to the Manager of Critical Programs Implementation, or designee, TPMC work planners perform the following job planning activities (to include but not limited to):

1. Plan maintenance jobs spanning the range of routine, uncomplicated, single craft, tasks of short duration, to unique, complicated, multi-craft tasks, which may have multiple hold points of longer duration.

2. Build formal work packages.

3. Coordinate required work permits.

4. Communicate with management, crafts and clients to insure thorough understanding of job requirements.

5. Understand, follow, adhere to, support, and advocate the ISMS process.

6. Understand and support “Conduct of Maintenance” concepts.

7. Understand and support other work-related programs deemed critical by TPMC management.

8. Participate in procedure development.

9. Attend and contribute to scheduling and other management meetings.

10. Participate in client and work job satisfaction surveys.

11. Other planning activities as may be directed by TPMC management.

LETTER OF INTENT

MEWA RETIREE HEALTH

DATE: March 22, 2007

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 MEWA Plan documents.

INDEX

A

Absence, Leave of....21, 28, 30

Absence, Notification....30

Accident, Business Travel Insurance....80

Accident, WEMS Special Insurance....79

Accumulating Seniority....23

Afternoon/Night, Shift Differential....42

Agreement, Job Descriptions....64

Answer, Grievance....11

Appendices

- Representation Divisions, Appendix A....92
- Combined Classifications, Appendix B....93
- Wage Chart, Appendix C....94

Approval....89

Arbitration....15

- Attendance at Hearing....17
- Cost....17
- Decision-Time Limit....17
- Hearing Date....16
- Implementation of Decision....17
- Power of Arbitrator....17
- Stipulation of Issues....16
- Submission Procedure....15

Authority, Management....8

Authorization of Deduction....5

Authorization & Release of Information Request Approval Release Form....6

Authorization, USW-COPE Check-off....6

Authorization, Voluntary Check-off....5

Auxiliary Emergency Squad....35, 67

B

Bargaining Agent....3

Bargaining Unit, Returning to....26
Bargaining Unit 18
Bargaining Unit Recall List 19
Bargaining Unit Seniority 18
Base Hourly Rates....48
Basis of Payment....76
Benefits Chart 82
Benefits for Grandfathered and Non-Grandfathered Represented Employees....78
Benefit Programs for New Hires....81
Bidding Process, Filling Vacancies 24
Bonus, Weekend 43
Bulletin Boards, Communications....66

C

Calculation of Time, Grievance Provisions 14
Classification
    Combined Classifications, Appendix B....93
    Seniority....19
    Wage Chart, Appendix C....94
Clause, Management....8
Clearance, Security 27
Commercial Drivers Licenses....64
Committees
    Company Safety....56
    Joint Classification....64
Communications/Bulletin Boards....66
Company Service Credit 19, 20
Conditions of Payment....73
Conflict with Federal or State Law 2
Continuity of Operation 9

Continuous Service Allowance....51

Contributions, Employee Health Care Plan....80

Contract

- Distribution....3
- Effect....2
- Effective Date....88
- Introduction....1
- Renegotiation Notice....88
- Term....88

Cost-of-Living Allowance (COLA)....48, 49

Crediting of Hours....39

D

Dates, Effective....88

Day, Seventh Consecutive....32

Deceased Employees....55

Decision-Time Limit, Arbitration....17

Deduction of Dues....4

- Authorization....5
- Authorization and Release of Information Request Approval Release Form....6
- Delinquency of Dues....4
- Due Requirements....4
- Make-Up Dues....5
- Termination of Deduction....5
- USW-Cope Check-Off Authorization....6
- Voluntary Check-Off Authorization....5

Deferred Vacation....54

Definitions

- Employee....3
- Hours of Work....32
- Non-Bargaining Unit Personnel....66

Dental Plan....79, 80

Descriptions, Job 64

Agreement 64
Commercial Drivers License 64
Joint Classification Committee 64
Past Practice 64

Differential, Shift 42

Disability

Non-Occupational 28
Non-Occupational Disability Pay 73
Occupational 28, 51
Occupational Disability Pay 76
Occupational, Eligibility 55

Disciplinary Cases 12

Dispute, Leave of Absence 29

Dispute Resolution Process 75

Distribution, Contract 3

Districts, Steward 11

Drug Control Program 59

Duplication, Premium Hours 39

E

Educational Assistance/Training 68

Educational Exit 29

Effect of the Contract 2

Elected Official-Full Time 30

Eligibility

Jury Duty 46
Layoff Allowance 51
Non-Occupational Disability 73
Occupational Disability 55
Personal Leave Beyond FMLA 29
Recall 52
Vacation 53

Emergency Call-In 45

Emergency – Instructional 66

Employee

- Deceased 55
- Definition 3
- Exiting 54
- Placement of Occupationally-Disabled 26

Establishment and Limitation 3

Exclusion of Payment, Shift Differential 43

Exercise of Shift Preference by Seniority 26

Expiration, Failure to Report on 31

Extended Working Schedule 53

F

Failure to Notify, Absence Notification 31

Failure to Report on Expiration 31

Filling Vacancies/Bidding Process 24

FMLA 29

Funeral Pay 35, 46

Future Work 70

G

Glasses, Prescription Safety 57

Government Official, Union or 30

Grandfathered Employees, Benefits 78

Grievance Procedure 11

- Answer 14
- Arbitration 15
- Attendance at Hearing 17

Calculation of Time 14
Cost 17
Decision-Time Limit.....17
Disciplinary Cases 12
Discussions 12
Extension 13
General Grievances.....13
Hearing Date 16
Implementation of Decision 17
Initiation of Grievances – Step 2 13
Intent and Distribution of Answers.....11
Investigation.....12
Monetary Settlements 15
Number of Representatives.....11
Postponement Hearing.....14
Power of Arbitrator.....17
Record Review.....13
Steps.....14
Steward Districts.....11
Stipulation of Issues.....16
Submission Procedure 15
Time Limits.....13
Union Representatives 11
Withdrawn-Settled 14

Guarantee Payments, Minimum.....44

H

Health and Safety 56

Clothing 57
Company Safety Committee.....56
Drug Control Program 59
Program.....56
Lockers.....57
Medical 57
Medical Restrictions 58
Physical Examination 58
Prescription Glasses.....57
Random Drug Testing.....62
Records 57
Safety Equipment and Devices 57

Holiday....41

Call In....41
During Vacation Period....51
Eleven Holidays....41
Not Worked....42
Saturday/Sunday....42

Hourly Rates, Base....48

Hours of Work....32

10-Hour Shift....33
12-Hour Shift....34
Definitions....32
Funeral Pay....46
Holidays....41
Irregular Shift....33
Jury Duty Pay....45
Lunch Period....43
Military Pay....46
Minimum Guarantee Payments....44
Notification of Change....36
"O" Shift....33
Overtime Opportunity....36
Overtime or Premium Hours....39
Overtime or Premium Payments....39
"R" Shift....33
Rotating Shifts....33
Shift Differential....42
Shift Hours....32
Standard Workday – Workweek....32
Transportation....39
Wash-up/Clothes Change....36
Weekend Bonus....43
Working Schedule....32
X, Y, Z Shifts....33

I

Increase, Wage....93

Insurance
Dental....79, 80, 87
Health Benefits....78, 82

Life 79
Special Accident 79

Introduction, Contract 1

J

Job Descriptions 64

Agreement 64
Commercial Drivers Licenses 64
Past Practice 64
Joint Classification Committee 64

Jury Duty Pay 45

Eligibility 46
Notification of Supervision 45

L

Laid Off, Definition 19

Laid-Off, Service Credited 20, 21

Layoff Allowance 51

Eligibility 51
Layoff Allowance Eligibility Schedule 51
Occupational Disability 51
Payments 52
Recall Eligibility 52

Leave of Absence 28

Absence Notification 30
Dispute 29
Educational Exit 29
Failure to Report on Expiration 31
Non-Occupational Disability Sick Leave 28
Occupational Disability Injury or Illness 28
Personal Leave Beyond FMLA Eligibility 29
Personal Reasons 28
Qualification and Reinstatement 28
Union or Government Official 30

Life Insurance Plan

Basic Plan 66
Supplemental Life.....66

Loss of Service.....22

Lunch Period.....39

Meal Allowance Premium 39
Non-paid Lunch Period.....39
Paid Lunch Period.....29

M

Make-Up Dues.....5

Management Clause.....8

Meal Allowance Premium 43

Medical 57

Examination of Employees Absent for Occupational Injury or Illness.....77
Mental Health 86
Physical Examination 58
Plan 82
Premium.....80
Records 57
Restrictions 58

Military Pay 46

Exclusions in Determining Payment.....47
Hours Not Credited.....46
Orders.....46
Statement of Service 46

Military Service 21

Minimum Guarantee Payments.....44

Emergency Call-In.....45
Reporting for Work.....44
Required Training 45
Work After Shift Ends 44
Work Before Shift Starts.....44
Shift Overlap.....44

Miscellaneous 66

Auxiliary Emergency Squad 67
Communications/Bulletin Boards 66
Contractual Annual Bonus 72
Educational Assistance/Training 68
Non-discrimination 67
Payday 66
Representation of WEMS Union Employees 71
Scope of Work 70
Smoking Policy 71
Union Representatives-Plant Supervision 67
Utilization of WorkForce/Subcontracting 68
Work by Non-Bargaining Unit Personnel 66
Working Shift – Union Representatives 67
Written Notice – Policy Changes 67

Multi-Employer Welfare Arrangement (MEWA) 1, 78, 79, 80, 97

Multiple Employer Pension Plan (MEPP) 1, 20, 78, 79, 80

Memorandums of Understanding 95

Infrastructure Planner 96
Letter of Intent – MEWA Retiree Health 98

Monetary Settlements 15

N

No Strike, Continuity of Operation 9

Non-Bargaining Unit Personnel 66

Definition 66
Emergency-Instructional 66
Experimental 66

Non-Discrimination 67

Non-Grandfathered 78

Non-Occupational Disability 28

Non-Occupational Disability Pay 73

Amount of Pay 75
Conditions of Payment 73

Dispute Resolution Process 75
Eligibility 73
Exclusions 73
Limitation 73
Payment 74
Payment Period 74
Waiting Period 74

Notice, Policy Changes 67

Notification, Absence 30

Failure to Notify 31
Responsibility 30

Notification for Recall 25

O

Occupational Disability 28, 51

Occupational Disability – Eligibility 55

Occupational Disability Pay 76

Overtime or Premium Hours 39

Crediting Hours 39
Duplication of Premium Hours 39
Offsetting Overtime Hours 39

Overtime or Premium Payments 39

Holiday Call-In 41
Special Consideration - Credited Hours 41
Temporary Work Assignments 41
Time and One-Half 40
Two and One-Half Times 40
Two Times 40

P

Pay

Funeral 46
Holidays 41

Holiday Call-In 41
Jury Duty....45
Layoff Allowance 52
Lunch Period....43
Military 46
Non-Occupational Disability 73
Occupational Disability 76
Overtime 39
Payday....66
Vacation Period....54
Wage Chart, Appendix C....94

Physical Examinations....58

Probationary Period 22

Protective Security....10

R

"R" Shift.... 33

Rates, Base Hourly....48

Rate of Pay, Sickness and Accident Plan....50

Recall

Bargaining Unit 19
Classification 19
Eligibility 52
Notification 25
Site-Wide 19
Voluntary Layoff Options With Rights 22
Voluntary Layoff Without Rights....23

Recognition....3

Contract Distribution 3
Definition of Employee 3
Establishment and Limitation....3
Noninterference 3

Record Review, Grievance Procedure 13

Reduction-in-Force/Recall....22

Reinstatement, Qualification and 28

Dispute 29
Educational Exit 29
Non-Occupational Disability 28
Occupational Disability 28
Personal Leave Beyond FMLA Eligibility 29
Personal Reasons 28

Related Restrictions, Charging Overtime Hours 38

Release Form, Authorization and Release of Information Request Approval 6

Renegotiation Notice 88

Representation Divisions, Appendix A 92

Representatives, Union 11

Divisions, Appendix A 92
Grievance Investigation 12
Number 11
Plant Supervision 67
Steward Districts 11
Working Shift 67

Requirement, Security Clearance 27

Restrictions, Medical Related 38

Retirees

Medical and Dental 79, 80, 97
Pro Rata Vacation 55

Returning to Bargaining Unit 26

Temporary Instructor or Infrastructure Planner 26

Rotating Shifts 33

S

Safety

Clothing 57
Company Safety Committee 56
Equipment and Devices 57
Health and Safety Program 56

Lockers....57
Medical....57
Prescription Glasses....57
Safety Representative, WEMS USW....57, 71

Schedule

Extended Working....53
Layoff Allowance Eligibility....51
Scheduling....54
Working....32

Scope of Work....70

Security

Clearance Requirement....27
Identification....30
Protective....10
Union....4

Seniority....18

Accumulating....23
Bargaining Unit....18
Bargaining Unit Recall List....19
Classification....18
Classification Recall List....19
Combined Classifications, Appendix B....93
Company Service Credit....19
Definitions....18
Exercise of Shift Preference....26
Filling Vacancies/Bidding Process....24
Laid Off....19
Notification for Recall....25
Placement of Occupationally Disabled Employees....26
Probationary Period....22
Reduction-in-Force/Recall....22
Returning to Bargaining Unit....26
Security Clearance Requirement....27
Site-Wide....18
Site-Wide Recall List....19

Service

Allowance....51
Company Credit....19, 20
Continuous Payment Per Absence....75
Laid-off Credited....21

Leave of Absence....20
Loss of Service....21
Military....21

Settlements, Monetary....15

Shift

10-Hour Shift....33
12-Hour Shit....34
Afternoon/Night....42
Differential....42
Exclusion of Payment....42
Exercise of Shift Preference by Seniority....26
Hours....32
Irregular....33
"O"....33, 42
Overlap....44
"R"....33
Rotating....33
Work After Shift Ends....44
Work Before Shift Start....44
Working, Union Representatives....67
X, Y, Z....33

Sickness and Accident Plan....73

Amount of Pay....75
Basis of Payment....76
Conditions of Payment....73
Dispute Resolution Process....75
Eligibility....73
Exclusions....73
Limitation....73
Payment....62
Payment Period....74
Rate of Pay....77
Medical Examination of Employees Absent for Occupational Injury or Illness....77
Non-Occupational Disability Pay....73
Occupational Disability Pay....76
Scheduling Follow-up Medical Treatment for Employees with Occupational Injuries....77
Waiting Period....74

Site-Wide Recall List....19

Smoking Policy....71

Squad, Auxiliary Emergency....35, 67

Standard Workday – Workweek 32
Steps, Grievance 14
Steward Districts 11
Stipulation of Issues 16
Subcontracting, Utilization of Work Force 69
Submission Procedure 15
Supervision, Notification of Jury Duty 45
Supervision, Union Representatives – Plant 67

T

Temporary Instructor or Infrastructure Planner 26
Temporary Work Assignments 41
Term of Contract 88
Termination of Deduction 5
Time and One-Half 40
Time Limits, Grievances 13
- Answer 14
- Calculation of Time 14
- Extension 13
- Postponement-Hearing 14
- Withdrawn-Settled 14

Training
- Educational Assistance 68
- Required 45

Transfer of Service Credit from USEC 20
Transportation, Hours Of Work 39
Treatment for Employees with Occupational Injuries, Scheduling Follow-Up Medical 77
Two and One-Half Times 40
Two Times 40

U

Union

Number of Representatives 11
Representative, Grievances 11
Representation of WEMS Union Employees 71
WEMS USW Safety Representative 57

Union or Government Official 30

Elected Official - Full Time 30
Length of Leave 30
Security Identification 30
Union Official – Full Time 30

Union Representatives – Plant Supervision 67

Union Security and Deduction of Dues 4

Authorization and Release of Information Request Approval Release form 6
Authorization of Deduction 5
Deduction of Dues 4
Delinquency of Dues 4
Dues Requirements 4
Make-up Dues 5
Termination of Deduction 5
USW-COPE Check-off Authorization 6
Voluntary Check-off Authorization 5

Utilization of Work Force/Subcontracting 69

Future Work 70

V

Vacations 53

Deceased Employees 55
Deferred 54
Eligibility 53
Exiting Employees 54
Extended Working Schedule 53
Holiday During Vacation Period 54
Occupational Disability-Eligibility 55
Pay at Time of Retirement 55
Period 54

Retirees – Pro Rata Vacation 55
Scheduling.....54

Vacancy (Seniority) 18

Voluntary Check-Off Authorization 5

W

Wages.....48

Base Hourly Rates 48
Cost-of-Living Allowance (COLA).....48
Wages as Applied to Benefits.....50

Wage Chart, Appendix C.....94

Waiting Period, Payment 74

Weekend Bonus 43

Work

Future 70
Non-Bargaining Unit Personnel.....66
Scope.....70

Work After Shift Ends 44

Work Assignments, Temporary 41

Work Before Shift Start 44

Workday-Workweek, Standard.....32

Work Force/Subcontracting, Utilization of.....69

Working Shift – Union Representatives 67

Working Schedule.....32

10-Hour Shift 33
12-Hour Shift 34
Irregular Shift..... 33
Notification of Change 36
"O" Shift..... 33
"R" Shift 33
Rotating Shifts..... 33
Shift Hours 32
X, Y, Z Shifts..... 33

INDEX (Cont'd)

Wash-up/Clothes Change 36
Working Schedule, Extended.....53
Written Notice – Policy Changes.....67

- N O T E S -

- N O T E S -

- N O T E S -