

CONTRACT BETWEEN  
MID-AMERICA CONVERSION SERVICES, LLC  
Hereafter referred to as the “Company” or “MCS”

And

UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND  
SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO  
AND ITS LOCAL

**550**

Hereinafter referred to as the “Union” or “USW”

**December 13, 2018 - February 1, 2022**

**TERM OF CONTRACT**

This contract shall become effective as of December 13, 2018 and shall continue in effect through 4 PM CST February 1, 2022 and shall automatically be renewed thereafter from year to year unless either party notifies the other in writing sixty (60) days prior to the expiration date that it desires to terminate or modify the provisions of this Contract.

IN WITNESS THEREOF, each of the parties has caused this Contract to be executed by its duly authorized representatives on this \_\_\_\_\_.

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO**

BY: /s/ \_\_\_\_\_

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

BY: /s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

MID-AMERICA CONVERSION SERVICES, LLC

BY: /s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

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## ARTICLE I PURPOSE

It is the intent of the parties that this contract will constitute the complete agreement between Mid-America Conversion Services, a partnership between Atkins Nuclear Secured Holdings, LLC, Westinghouse Government Services, and Fluor Federal Services, Inc., hereafter referred to as "MCS" or the "Company", and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers Union, hereafter referred to as "USW" or the "Union". No additions, waivers, deletions, modifications, or amendments shall be made during the term of this contract except by written agreement of the parties.

## ARTICLE II RECOGNITION

### **Section 1.** RECOGNITION AS EXCLUSIVE BARGAINING AGENT

In conformity with the Labor-Management Relations Act, the Company recognizes the Union as the sole and exclusive bargaining agent for all hourly rated employees, excluding Guards and salaried employees (semi-monthly or weekly), with respect to rates of pay, wages, hours of employment, and other conditions of employment.

### **Section 2.** EMPLOYEE DEFINED

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

### **Section 3.** UNION/COMPANY INTERFACE

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

### **Section 4.** PRE-CONTRACT INCIDENTS

It is agreed that no incident, which occurred prior to the effective date of this contract, shall be the subject of complaint under any of the procedures or provisions provided in this contract. Grievances arising under the terms of any other contract shall not be processed, or otherwise pursued under this contract.

## ARTICLE III UNION-COMPANY RELATIONSHIP

### **Section 1.** UNION MEMBERSHIP

All present employees of the Company covered by this Agreement on the date of execution of this Agreement shall have the right to remain, but shall not be required to remain, members of the Union. All employees

covered by this Agreement who are hired after the date of execution of the Agreement shall have the right to become, but shall not be required to become, members of the Union.

The parties agree that if, during the term of this Agreement, KRS 336.130(3) (“Kentucky Right to Work Act) is repealed, in its entirety, by the Commonwealth of Kentucky, if a new public act invalidates KRS 336.130(3), if it becomes unenforceable in any way, or if the language contained in Article III, Section 1 of the Agreement June 27, 2005 – June 27, 2014 Agreement becomes lawful for any other reason, the language of Article III, Section 1 of the June 27, 2005 – June 27, 2014 Agreement shall replace the current language in Article III, Section 1 without the need for any bargaining

## **Section 2.** DUES DEDUCTION

Upon receipt of the proper written authorization form (provided by the Union) from an employee, the Company agrees to deduct from the wages of said employee dues uniformly applicable to all members as certified to the Company by the Union. Payroll deductions of appropriate incremental amounts will be made on a weekly basis until the regular monthly dues amount has been collected, unless the employee's paychecks during the month are insufficient to cover the monthly dues amount. Dues deducted and collected for the month will be forwarded to the International Union, at the designated address, in the correct amount, and on the proper form(s). A copy of the R-115 Form and a report of dues collected will be provided to the Local Union.

## **Section 3.** INDEMNITY

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken by the Company for the purpose of complying with Article III.

## **Section 4.** PAC CHECK OFF

The Company agrees that it will check-off and transmit to the Treasurer of the United Steelworkers Political Action Committee (USW PAC) voluntary contributions to the USW PAC from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW PAC. The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be specified in such forms and in conformance with any applicable state or federal statute. The signing of such USW PAC check-off forms and the making of such voluntary contributions are not the conditions of membership in the Union or of employment with the Company. The parties acknowledge that the costs of implementing and administering the USW PAC Check-off Program would be an obligation of the Union and that the estimated costs of such implementation and administration of the program have been incorporated by the Company in its valuation of collective bargaining negotiation settlements. USW PAC supports various candidates for federal and other elective offices connected with the USW, a labor organization, and solicits and accepts only voluntary contributions, which are deposited in an account separate and segregated from the dues fund of the Union, in its own fundraising effort and in joint fundraising efforts with the AFL-CIO and its Committee on Political Education.

## **ARTICLE IV CONTINUITY OF OPERATION**

### **Section 1.** WORK INTERRUPTION

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

## **Section 2. SECURITY MEASURES**

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

## **ARTICLE V RESPONSIBILITIES**

### **Section 1. MANAGEMENT RIGHTS**

Subject to the Union rights as set forth in this Contract, the Company shall continue to exercise its exclusive responsibility for the management of the facility, including the non-discriminatory selection and direction of the working forces, the right to adopt and enforce reasonable work rules and regulations (provided it does not violate any article of the collective bargaining agreement), and the right to promote, demote, transfer, hire, rehire, discipline, discharge, and to determine the job content and qualifications of employees, and the Union agrees these rights are vested exclusively with the Company. Claims of discriminatory promotion, demotion, discipline, or discharge shall be subject to and decided through the Grievance Procedure and Arbitration Clause in this Contract, except that the Grievance Procedure and Arbitration Clause shall not preclude, nor pre-empt, an employee's right or freedom to pursue a complaint, grievance, suit or other relief and/or remedy that may be available under any state or federal law or regulation.

## **ARTICLE VI HOURS OF WORK**

### **Section 1. DEFINITIONS**

- a) The payroll week consists of seven (7) days extending from midnight Sunday to midnight Sunday the following week.
- b) The normal workweek consists of forty (40) hours within a payroll week.
- c) The normal workday consists of eight (8) hours of work for day workers, and twelve (12) hours of work for rotating shift workers.
- d) The normal hours for rotating shift workers are 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. It is understood and agreed that time allotted for eating lunch shall be as short in duration as possible and in no case shall exceed thirty (30) minutes. If a shift worker is not allowed a lunch period starting within the first five (5) hours of his regular shift hours, thirty (30) minutes pay at one and one half (1-1/2) times the straight time hourly rate will be added to such employee's pay. This provision will not apply unless the delay is ordered by the employee's first line supervisor. Pay under this provision will not be indicative of time worked as applicable for overtime pay.



- e) The normal hours for straight day workers are from 7:00 a.m. to 3:00 p.m., Monday through Friday with a paid lunch. It is understood and agreed that time allotted for eating lunch shall be as short in duration as possible and in no case shall exceed thirty (30) minutes. If a straight day worker is not allowed a lunch period starting within the first five (5) hours of his regular shift hours, 30 minutes pay at 1 ½ times the straight time hourly rate will be added to such employee's pay. This provision will not apply unless the delay is ordered by the employee's first line supervisor. Pay under this provision will not be indicative of time worked as applicable for overtime pay.
- f) The term working schedule means the arrangement of shift hours to be worked and regular shift changes for employees working on shifts and the regular scheduled arrangement of hours to be worked by straight day workers.
- g) Twelve (12) Hour Shift Rules – The following rules are specific for 12-hour shift employees. Where any wage, hours of work, or working condition is not addressed in 1-13 below, the remainder of the Contract language will apply.
- 1) These rules cover all USW represented 12-hour rotating shift workers at the DUF6 Paducah Plant.
  - 2) Normal workweeks consist of two 40-hour, one 44-hour, and one 36-hour workweeks.
  - 3) Hours: 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m.
  - 4) In no case will employees working the 12-hour shift schedules receive standard overtime for hours worked in excess of eight in a 24-hour period. Employees will receive pay for holdover, call-in, and work in excess of 40 hours in a payroll week in accordance with the terms of the contract.
  - 5) Employees receive four hours at the overtime rate once every three weeks when they work the scheduled 44-hour workweek.
  - 6) Double time pay for all hours worked on the seventh consecutive day worked in any payroll week or in the alternative, provided all scheduled work days in a payroll week are worked or paid for per Article VI, Section 14, an employee scheduled on a 12-hour shift who works a second day in addition to their normal schedule within the payroll week will be paid the seventh consecutive day (2 X STHR) premium rate. However, the seventh day provision will only apply to one day within the payroll week as follows, whichever alternative provides the greatest total pay:
    - a) In the event more than one day could be considered the seventh consecutive day, the day with the greatest number of hours worked (twelve hours or more) will be the qualifying seventh day and all hours worked will be paid at two times STHR. If the qualifying seventh day is less than a 12-hour work day provision (b) applies.
    - b) On the occasion when two days could have qualified as the seventh consecutive day and neither of those days were twelve hours or more, hours worked on both days up to a total of twelve hours will be paid at two times STHR. Any additional overtime hours will be paid at 1-1/2 times STHR.
  - 7) When two worked holidays fall back to back and an employee begins work at 7:00 p.m. on the first holiday, he will receive pay at double time and a half for all hours worked.
  - 8) Shift premium will be paid at a rate of \$.60 cents per hour for hours worked between 7:00 p.m. and 7:00 a.m. No shift premium will be paid for hours worked between 7:00 a.m. and 7:00 p.m.

- 9) When holdover is necessary, the employee may be held over to work four hours and an employee from the overtime list on off shift will be called in to work.
  - 10) Meal allowance will be paid after 14 hours of continuous and successive hours.
  - 11) Funeral leave allowance will be counted as three 12-hour days. As a special provision, in the event of the death of an employee's spouse or child, funeral leave allowance will be counted as four 12-hour days. The number of funeral days mentioned above is not an entitlement to a specific number of funeral days unless the days start with the day of death and end with the specified number of days after the funeral.
  - 12) Vacation, sick, and personal time are accounted for in increments of four and eight hours. Four hours will be one-half day for record purposes and 12-hours will be recorded as one and one-half days of vacation.
  - 13) These conditions are not all inclusive and unanticipated situations may arise. The Company and Union will address such occurrences being guided by the intent of this Section that no employee will receive a windfall under the Contract by virtue of working a 12-hour rather than an eight-hour shift.
- h) Production Support rules – The following rules are specific for Production Support employees. Where any wage, hours of work, or working condition is not addressed in 1-12 below, the remainder of the Contract language will apply.
- 1) Production support will consist of day workers. This group will be classified as Production Support Group.
  - 2) The Production Support Group will have 1 (one) overtime list. The Conversion Operators will be a separate overtime list.
  - 3) The Production Support Group will have 1 (one) vacation list also separate from the Conversion Operators.
  - 4) All Production Support Group operators will work from 0630 to 1500. Operator schedule will be a rotating, 5-day shift which has been agreed to.
  - 5) When Production Support Group operators are required to work on Saturday and Sunday as part of their scheduled work week, their days off will be on Thursday and Friday.
  - 6) All Production Support Operators who work Saturday and/or Sunday will receive an additional 60 (sixty) cents per hour for such hours worked as per the Collective Bargaining Agreement (CBA). The Group will also receive turnover pay of 30 minutes at a rate of two times the STHR.
  - 7) The number of Production Support Operators for weekend coverage will be a minimum of 3 (three), with the option not to back-fill for absences due to STD, PTO or Fragmented Vacation based on work load.
  - 8) Production Support Operators will work a minimum of 3 (three) person coverage on holidays, with the option not to back-fill for absences due to STD, PTO, Fragmented Vacation or a request to observe the holiday based on work load. Holiday coverage will be scheduled by a list for rotation of equal distribution of holiday pay.

- 9) Production Support Operators who work on any of the 11 (eleven) recognized holidays will receive a rate of 2 ½ (two and one half) times the straight time hourly rate (STHR) for all hours worked.
- 10) Production Support Operators not working on any of the 11 (eleven) recognized holidays will receive 8 (eight) hours pay at the straight time hourly rate (STHR).
- 11) Scope of work for Production Support Group would include but are not limited to all duties that are currently being performed by the two separate groups, such as cylinder movements (this includes feed and oxide cylinders), HF load out, HF sampling, railcar movement, and DIW filter change out, cylinder staging and inspections, TSR/DSA related inspections and cylinder yard maintenance. Production Support Group will also provide support to Conversion Operations with KOH, KRS, support Waste Management, and Rad Waste Movements as requested. Any cylinder movements currently being performed by Conversion Operators will remain the same.

## **Section 2. WORK SCHEDULE**

- a) The provisions of this contract shall not be considered as a guarantee by the Company of a minimum number of hours per day or per week, or pay in lieu thereof, nor a limitation on the maximum hours per day or per week, which may be required to meet operating conditions.
- b) MCS will have the right to establish or modify various shifts to meet operational needs and/or to enable MCS to operate efficiently. The Company may adjust the working schedule of employees to meet operating requirements and employees may be assigned regularly or temporarily to a schedule other than their normal hours. Plant seniority shift preference within a job classification will be granted annually to employees upon request. Such annual request must be made no later than January 1, with any change resulting there from to be made not later than the week beginning after March 1.
- c) Such preference may only be exercised between a twelve (12) hour rotating shift and straight day shift. Such preference cannot be exercised between individual letter shifts on the twelve (12) hour rotating shift.

Employees who request to go from day shift to twelve (12) hour rotating shift shall not be privileged to select the individual twelve (12) hour shift they will be assigned to.

- d) Employees who work overtime shall not be required to take time off to offset the overtime work.
- e) If the Company changes the normal work schedule of an employee and fails to notify that employee at least twenty-four (24) hours prior to the first work shift of the new schedule, then the employee shall receive one and one-half (1-1/2) times the employee's straight time hourly rate for the first eight (8) hours worked on the new schedule, except when such change is made at the request of or for the convenience of the employee.

## **Section 3. OVERTIME PREMIUM PAY**

One and one-half (1-1/2) times the straight-time hourly rate shall be paid for all hours worked in excess of eight (8) in any twenty-four (24) hour period or for all hours worked in excess of forty (40) within the applicable payroll week as defined in Section 1 of this Article, whichever of these alternatives provides at the end of the payroll week the greater total pay. An employee who is required to work in excess of sixteen (16) continuous hours shall be paid two (2) times the straight-time hourly rate for all such continuous hours worked in excess of sixteen (16).

NOTE: Special rules for twelve (12) hour shift workers are found in this Article VI, Section 1 (g) of this contract. Those twelve (12) hour shift rules are applicable to employees assigned to and working such shifts.

#### **Section 4.** CALL IN PAY

An employee who has left the Plant and is called in by the Company to perform work outside of his regular scheduled shift will receive not less than four (4) hours pay at straight-time, or pay at one and one-half (1-1/2) times his regular rate as overtime pay for such work performed, whichever is greater.

#### **Section 5.** REPORTING PAY

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

#### **Section 6.** OVERTIME DISTRIBUTION

- a) All overtime opportunities, other than call-in overtime (Article VI, Section 4. above), shall be offered in four- (4), six- (6), eight- (8), ten- (10) or twelve- (12) hour increments of overtime. Overtime also will be distributed in such a manner that each employee within an overtime group will receive his fair share. An overtime spread of sixteen (16) hours between the low employee on the overtime list and the high employee will be considered a reasonable and fair distribution of overtime among employees on the list. Overtime work offered and refused will be counted as overtime worked. A record of overtime will be kept up to date and posted in an accessible location to enable employees to review. The overtime rules shall continue to be used as a means to implement the fair distribution of overtime within overtime lists and will be consistent with this provision. An employee can be on only one overtime list at a time. In scheduled overtime situations where an employee is improperly bypassed for overtime in violation of the Contract, awarding him the next overtime assignment for which he is qualified will compensate the bypassed employee.

There shall be one set of overtime rules, which will be applicable to all USW workers. These overtime rules are included in this contract as Appendix H.

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

- b) Employees held over past their scheduled quitting time will be provided with a minimum of two (2) hours work.

## **Section 7.** MEAL ALLOWANCE & ALLOTTED MEAL TIME

- a) A day worker who is required to work overtime and who works ten (10) or more continuous and successive hours will be paid a meal allowance of five dollars (\$5.00) which will be included in his regular pay check. An additional meal allowance will be allowed for each four (4) hours of consecutive work performed thereafter. If an employee is paid a meal allowance and arrangements are not made for him to have time to eat within the hour thereafter, he will be credited with thirty (30) minutes additional work time. The first meal allowance is after ten (10) hours of continuous work. The second meal allowance is after fourteen (14) hours of continuous work.
- b) No time will be deducted for lunch periods during such overtime work, it being understood that they will be made as short as possible and in no case exceed thirty (30) minutes.
- c) Rules governing meal allowance for twelve (12) hour shift workers are found in Section 1 (d) above.

## **Section 8.** HOLIDAYS

- a) The following are recognized holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Good Friday, Memorial Day, Independence Day, Companion to Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, and Christmas. Martin Luther King, Jr.'s Birthday is observed on the third Monday in January. If any of the above holidays fall on Sunday, Monday shall be recognized as the holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be recognized as the holiday except that any employee normally scheduled to work on one of the above recognized calendar holidays that fall on Saturday or Sunday, such recognized calendar holiday will be his recognized holiday. If any of the above holidays fall on an employee's scheduled off day, his first succeeding scheduled workday shall be recognized as the holiday except that where Thanksgiving Day or Christmas Eve falls on an employee's scheduled off day, it will be recognized on the last scheduled workday which preceded the employee's scheduled off day.
- b) A rate of two and one-half (2-1/2) times the straight-time hourly rate shall be paid for all hours worked on the eleven (11) recognized holidays.
- c) Employees will be paid for recognized holidays not worked an amount equivalent to eight (8) times the employees' straight-time hourly rate, subject to the following conditions:
  - 1) Such pay shall be made to the employee only if the employee would normally have worked the recognized holiday if it had not been a holiday.
  - 2) An employee who is instructed to work on a holiday but who fails to report and does not have an acceptable excuse will receive no pay for the holiday.
  - 3) To be eligible for holiday pay an employee must report for work on his last regularly scheduled working day immediately preceding the holiday and the first regularly scheduled workday immediately following his holiday, unless excused by the Company.
- d) If a designated holiday occurs during an employee's vacation and that employee would otherwise have been scheduled to work on that day had it not been a holiday, such employee shall receive eight (8) hours pay at his straight-time hourly rate in addition to his vacation pay. At the request of

the employee, the first-line manager may, at his discretion, grant the employee an extra day off without pay immediately preceding or following his vacation. Such days of absence will not be used for corrective absentee control measures.

**Section 9.** SEVENTH DAY PREMIUM PAY

Double time will be paid for all hours worked on the seventh (7<sup>th</sup>) consecutive day worked in any payroll week.

NOTE: Twelve (12) hour shift rules, Article VI, section 1 (g), apply regarding seventh (7<sup>th</sup>) day pay rules for workers assigned to such shift.

**Section 10.** NON-PYRAMIDING

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

**Section 11.** SHIFT TRADES

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

**Section 12.** JURY DUTY PAY

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

**Section 13.** VOTING TIME PAY

Employees who are unable to vote because of a conflict between voting hours and scheduled working hours in a national, state, county, or municipal election will be allowed sufficient time off to vote provided that they are eligible to vote. Such eligible voting employees will be paid for such absence for a period not to exceed two (2) hours.

**Section 14.** TIME NOT WORKED

In determining if an employee is to be paid in accordance with Section 3 and Section 9 of this Article VI, each of the holidays in Section 8, which would ordinarily have been worked, and the hours compensated for at time and one-half (1-1/2) under Article VI, Section 2 (d), and those days for which an employee is paid by the Company for jury duty in accordance with Section 12 will count as a day worked. Also, fragmented vacation, funeral leave, and holiday option days taken by an employee will count as a day worked in determining if an employee is to be compensated at time and one-half for all hours worked in excess of forty

(40) hours within the applicable payroll week.

**Section 15.** FUNERAL PAY

- a) An employee excused for such time as may reasonably be needed for the purpose of attending the funeral of a member of his immediate family will be paid his basic straight-time hourly rate for any or all of three (3) regularly scheduled workdays during the period beginning with the day of death and ending with the day after the funeral. Under the conditions established by the Contract, up to four (4) days will be granted to attend a funeral more than five hundred (500) miles from Paducah, Kentucky. As a special provision, in the event of the death of an employee’s spouse or child, the employee will be paid his/her basic straight-time hourly rate for any or all of five (5) regularly scheduled workdays during the period beginning with the day of death and ending with the second day after the funeral.

The number of funeral days mentioned above is not an entitlement to a specific number of funeral days unless the days start with the day of death and end with the specified number of days after the funeral.

- b) If a death occurs in an employee’s immediate family while he is on vacation, he should promptly notify his manager. The employee will be permitted to cancel only those whole days of vacation remaining after notification to his manager, providing he qualifies for funeral pay for those days under this section.

For purposes of administering Article VI, Section 15 of this contract the term “immediate family” shall be defined as, and limited to, the following: spouse, children, parents, grandparents, grandchildren, step- parents, brother, sister, step brother, step sister, parents-in-law, step parents-in-law, son-in-law, daughter- in-law, brother-in-law, sister-in-law, step children, and grandparents and step-grandparents of the spouse of the employee.

**ARTICLE VII WAGES**

**Section 1.** EFFECTIVE DATES

- a) Effective October 1, 2017, all rates in all rate groups will be increased 2.5% percent.
- b) Effective October 1, 2018, all rates in all rate groups will be increased 2.0% percent.
- c) Effective October 1, 2019, all rates in all rate groups will be increased 2.0% percent.
- d) Effective October 1, 2020, all rates in all rate groups will be increased 2.0% percent.
- e) Effective October 1, 2021, all rates in all rate groups will be increased 2.0% percent.
- f) Any premium pay referred to in this contract is to be excluded from the calculations of pay unless specifically included.

**Section 2.** NON-DISCRIMINATION

There will be no discrimination because of gender, race, creed, national origin or religious beliefs in the application of the wage schedule.

**Section 3.** SHIFT TURNOVER

Employees required to perform a shift turnover will be paid two (2) times the straight-time hourly rate for each fifteen (15) minute shift turnover completed. The Union recognizes that the Company has sole discretion in determining whether a shift turnover is required for any particular employee(s).

**Section 4.** SATURDAY & SUNDAY PAY

An employee who works Saturday and/or Sunday as part of his normal workweek, will receive an additional sixty (60) cents per hour for such hours worked. In no case shall such payment be applied to hours paid for at overtime, holiday or premium rates.

**Section 5.** NO SHIFT PREMIUM FOR DAY SHIFT WORKERS

No shift premium will be paid to day shift employees for work performed between 7:00 a.m. and 3:00 p.m.

**Section 6.** SHIFT PREMIUM FOR 12-HOUR SHIFT WORKERS

Shift premium will be paid at a rate of sixty (60) cents per hour for hours worked between 7:00 p.m. and 7:00 a.m. by employees assigned to twelve-hour rotating shift. No shift premium will be paid for hours worked between 7:00 a.m. and 7:00 p.m. by employees assigned to twelve hour rotating shift.

**ARTICLE VIII LAYOFF ALLOWANCE**

**Section 1.** SCHEDULE

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

<u>Company Service Credit</u>	<u>Allowance</u>
Less than 12 weeks.....	No allowance
At least 12 weeks – But less than 1 year.....	Same proportion of 1 week’s pay as completed months of service are of 12 months
At least 1 years – But less than 3 years.....	1 week (or 40 hours)
At least 3 years – But less than 5 years.....	2 weeks (or 80 hours)
At least 5 years – But less than 7 years.....	3 weeks (or 120 hours)
At least 7 years – But less than 10 years.....	4 weeks (or 160 hours)
At least 10 years –But less than 11 years.....	6 weeks (or 240 hours)
At least 11 years or more.....	Same as for 10 years plus 1 week (or 40 hours) for each added year of service

NOTE: Effective January 1, 2019 layoff allowances will be capped at 26 weeks. Employees that already have more than 26 weeks as of January 1, 2019 will be grandfathered at their current number of weeks but shall not earn any more than what they had as of January 1, 2019. All other employees will continue to



accumulate based on the chart above up to 26 weeks.

**Section 2.** LAYOFF ALLOWANCE - REHIRES

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

**Section 3.** SUCCESSORS OR ASSIGNS

If the contract between the government and the Company, is terminated and not renewed during the term of this contract and an employee becomes the employee of a successor contractor within ten (10) days of the date of change in contractors, layoff allowance will not be payable to such transferred employee by the Company. It is understood that any employee who may be so transferred and laid off by the successor contractor during the term of this contract shall suffer no loss of benefits accrued under this Article. If an employee is not transferred to the successor contractor within the above-mentioned ten (10) days and is laid off, he will receive benefits from the Company as set forth in this Article.

**ARTICLE IX DISABILITY PAY**

**Section 1.** SHORT TERM DISABILITY PLAN

An employee disabled and unable to work due to illness, pregnancy, or occupational or non-occupational injury, will be paid 80% of his basic straight-time hourly rate in accordance with the terms and conditions of the Short Term Disability Plan set forth in this Article and the Plan Document which provides for payment in accordance with the following schedule:

Short Term Disability payments shall not begin until 24 work hours of a qualifying disability. There shall be 24 work hours, non-paid waiting period before short-term disability benefit payments begin except as indicated below:

The (24) work hours waiting period shall consist of twenty four (24) hours of scheduled work.

The employee may, at his option, use a fragmented vacation day to satisfy the required 24 work hours waiting period. In cases where the employee has no remaining vacation, this option is not applicable.

The (24) work hours waiting period required before short-term disability benefit payments begin shall be waived if on the first day of a qualifying absence you are hospitalized.

Evidence of such hospitalization as may be required by the Company shall be supplied by the employee or, in the absence of such satisfactory evidence, the 24 work hours waiting period, prior to start of short-term disability benefit payments, will be required.

<u>Company Service Credit</u>	<u>Maximum Number of Months of Payment</u> <u>Per Absence</u>
At least 1 month but less than 2 months	1
At least 2 months but less than 3 months	2
At least 3 months but less than 4 months	3
At least 4 months but less than 5 months	4
At least 5 months but less than 6 months	5

NOTE: If an employee has over two (2) events of Short Term Disability in a calendar year, any other events of Short Term Disability will have a 40 work hour wait period. When the employee has a third or more event of Short Term Disability in a calendar year the 40 work hours wait period follows the same requirements of the 24 work hour wait period except that 40 work hours will replace where 24 work hours are use.

## **Section 2.** LONG TERM DISABILITY PLAN

An employee totally disabled for six months will become eligible to receive sixty percent (60%) of his monthly basic straight time rate up to a specified maximum monthly benefit paid in accordance with the terms and conditions of the Long Term Disability Plan set forth in this Article and will be paid, if he is totally and permanently disabled as defined in the Plan, until he reaches age 65. Under specified circumstances, such benefits will continue beyond age 65. Such benefits will be reduced by any income benefits the employee is eligible to receive from other sources such as Social Security, Worker's Compensation, other statutory benefits, and other Company benefit plans.

If a dispute arises as a result of an employee's claim that he or she is totally and permanently disabled as defined in the Plan or that such employee continues to be totally and permanently disabled, the dispute shall be resolved in the following manner upon the filing with the Company of a written request for review by such employee not more than 60 days after receipt of denial.

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

## **Section 3.** CONDITIONS OF PAYMENT

a) Payments under the Short Term and Long Term Disability Plans referred to in Sections 1 and 2 of this Article will not be made for:

- 1) Any disability occurring during the first (12) months that the employee's plan coverage is in effect if caused by any condition for which he received treatment during the three month period before his coverage became effective, or
- 2) Any period of incapacity beyond (24) work hours or (40) work hours (if applicable) during which the employee is not under treatment and excused from work by a licensed, practicing physician, or
- 3) Any disability caused directly or indirectly by war declared or undeclared, or
- 4) Any intentionally self-inflicted injury, or
- 5) Any disability resulting from commission of a felony, or
- 6) Any disability due to willful misconduct, violation of Plant rules, or refusal to use safety appliances.
- 7) The first (24) work hours of any disability under the short-term disability plan. There is a

(24) work hours or (40) work hours (if applicable) waiting period for start of benefits under the short-term disability plan, except as indicated below:

The (24) work hours or (40) work hours (if applicable) waiting period required before short-term disability benefit payments begin shall be waived if on the first day of a qualifying absence you are hospitalized.

Evidence of such hospitalization as may be required by the Company shall be supplied by the employee or, in the absence of such satisfactory evidence, the 24 work hours waiting period, prior to start of short-term disability benefit payments, will be required.

- b) Payments under these plans will be made only to employees whose absence is due to non-occupational or occupational disability and will not be paid to employees who are absent for other reasons.
- c) Short Term Disability plan payments will only be made when the Company is provided, if it so requests, with a doctor's certificate, subject to confirmation by a doctor selected by the Company, as proof that the employee's absence was due to legitimate non-occupational or occupational illness or injury. Under normal circumstances, the Company will not request a doctor's certification during the first three consecutive workdays of the absence. However, if the Company has reason to question the absence, it may request doctor certification for any or all of the first three consecutive work days of the absence. The doctor's certificate must contain information as to the extent of the illness. In all cases, the Company requires a doctor's certification for any period of incapacity beyond 24 work hours or 40 work hours (if applicable) for payment of short term disability benefits.
- d) Payments will only be made when employees properly report their absence and the cause of their absence to the proper Company representative in a prompt manner.
- e) Payments are applicable only for the normal workweek and normal workday. In case working hours of the Plant are changed, it is understood that payment under the above schedule will be changed in direct proportion to the change in working hours.
- f) It is recognized by the Union that the Company has a continuing interest in reducing absenteeism, no matter what the cause.

#### **Section 4. ADMINISTRATION OF PLANS**

##### a) Short Term Disability Plan

The administration of the Short Term Disability Plan and the payment of benefits under this Plan shall be handled by the Company.

##### b) Long Term Disability Plan

The administration of the Long Term Disability Plan and the payment of benefits under this Plan shall be handled directly by the Insurance Company, it being understood that a claimant whose benefits claim is denied may contest such denial with the Insurance Company but that he or she shall have no redress whatsoever against the Company. It is agreed, however, that in any case in which an employee claiming benefits under this Plan and desiring to file such claim with the Insurance Company becomes engaged in a non-medical factual dispute with the Company in connection with such claim (such as a disagreement over his or her earnings group, eligibility, employment status, amount of Company Service Credit or other non-medical factual question) such employee and the Union may process a grievance in accordance with the terms of this Contract. It is agreed, however, that solely the

Insurance Company shall determine any and all medical questions in dispute, except as provided under the second paragraph of Section 2 of this Article. It is understood that the Company shall retain the right to select and arrange with an Insurance Company to provide certain benefits available under these Plans; and to replace the Insurance Company from time to time as it may deem appropriate.

**Section 5.** COMPANY SERVICE CREDIT DURING APPROVED NON-OCCUPATIONAL OR OCCUPATIONAL ABSENCES

An employee who is disabled and unable to work will receive Company Service Credit for the period of his Short Term Disability approved by the Company and/or the period of his Long Term Disability approved by the Insurance Company.

**ARTICLE X LEAVE OF ABSENCE**

**Section 1.** LEAVE OF ABSENCE FOR RANK AND FILE

Leave of absence, without pay, up to fifteen (15) consecutive calendar days shall be granted upon presentation by an employee of evidence acceptable to the Company that such leave of absence is for a reasonable purpose, and provided further that such leave will not interfere with operations.

**Section 2.** LEAVE OF ABSENCE FOR UNION BUSINESS

- a) 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 may be granted a leave of absence without pay to engage in work pertaining to the business of the Union.
- b) Such an employee so certified by the Union shall be granted not more than one (1) thirty (30) day leave of absence in any calendar year. Such leaves shall be granted only at such times as will not interfere with operations.
- c) Should the international union desire for one of the employees to do work for the international union, the international union will request a meeting with the company to discuss the period of time the employee is requesting to be on leave and any terms of such leave. The company may, but is not required, release the employee for the requested period of leave. Any leave granted under this paragraph will be without pay or benefits.

**Section 3.** REINSTATEMENT

- a) An employee who returns to work after a leave of absence as described in Sections 1 and 2 of this Article will be reinstated in the job classification group which he left and for which he is physically qualified provided he has more seniority than the least senior employee in said job classification.
- b) Unless excused, an employee who does not return to work within five (5) days following the expiration of his leave of absence will be considered as having resigned voluntarily and will forfeit all of his seniority rights.

**Section 4.** GROUP INSURANCE

The Group Insurance of an employee will be continued in force during such authorized leave of absence in case and in such manner as the provisions of the Company Group Insurance contract permit, provided that he pays his share of the Group Insurance premium at least monthly in advance.

#### **Section 5. HEALTHCARE PLAN**

The Health Care Plan coverage of an employee will be continued in force during such authorized leave of absence in case and in such manner as the provisions of the Plan permit provided that he pays the full premium at least monthly in advance.

#### **Section 6. FMLA**

The Company will comply with the Family and Medical Leave Act of 1993.

### **ARTICLE XI VACATIONS**

#### **Section 1. ELIGIBILITY**

Vacation eligibility is as follows:

- a) An employee must complete one (1) year of Company Service Credit to obtain initial eligibility for two (2) weeks' vacation. However, one (1) week of this initial vacation eligibility may be taken after completing six (6) months of Company Service Credit.
- b) During calendar years in which an employee completes from two (1) through four (4) years of Company Service Credit, he shall receive two (2) weeks of vacation.
- c) During calendar years in which an employee completes from five (5) through nine (9) years of Company Service Credit, he shall receive three (3) weeks of vacation.
- d) During calendar years in which an employee completes from ten (10) through fourteen (14) years of Company Service Credit, he shall receive four (4) weeks of vacation.
- e) During calendar years in which an employee completes from fifteen (15) through twenty-nine (29) years of Company Service Credit, he shall receive five (5) weeks of vacation.
- f) During calendar years in which an employee completes thirty (30) or more years of Company Service Credit, he shall receive six (6) weeks of vacation.
- g) The Vacation Plan shall be administered in accordance with the vacation regulations contained in Appendix D, attached hereto and made a part hereof.

### **ARTICLE XII SENIORITY**

#### **Section 1. DEFINITIONS:**

- a) A vacancy is said to exist in a job classification when there is a need for a permanent replacement or addition as determined by the Company.

- b) An employee is said to be laid off when he leaves a MCS job classification because of an involuntary reduction in force, and does not continue active employment with MCS.
- c) The recall listing is defined as that list on which an employee is placed at the time he is involuntarily laid off from a MCS job classification, and does not continue active employment with MCS.
- d) “Red Circle” cylinder management employees who transition to the Company will become the most senior employees in their job classifications.
- e) The original nine (9) bargaining unit HST’s will be red circled as the most senior employees in the HST classification. The agreed upon seniority list with the hire dates will be used to distinguish seniority among the original nine (9).
- f) The initial Staff-Up period ended midnight May 31, 2012.

**Section 2. SENIORITY PROVISIONS**

- a) Bargaining Unit seniority is the total length of allowable time an employee has spent in the bargaining unit. The seniority of each employee is his relative position with respect to other employees. The seniority dates of the original nine (9) bargaining unit HST employees will be as agreed between the Company and the Union.
- b) All employees shall be considered a probationary employee for the first one hundred and eighty (180) days and at the end of that period, if he is retained, his name will be placed on the Seniority List and his 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.
- c) The eight original cylinder management employees who transition to the Company shall not be subject to a probationary period of any length.
- d) An employee will lose his bargaining unit seniority when he is discharged, when he resigns, or when he is on the recall listing and declines or fails to report within five (5) days or to make satisfactory arrangements when offered employment in the job classification from which he was laid off. An employee shall also lose his bargaining unit seniority as per terms outlined in Article XII, Section 5(b) 1 & 2.
- e) A former employee who is on the recall listing shall continue to accumulate seniority while off the payroll only up until four (4) years from his layoff date. If a former employee is not recalled within four (4) years from the date of layoff he will cease to have seniority, and shall be removed from the recall list.
- (a) Employees will retain and accumulate seniority during periods of excused absence or leave of absence.

**Section 3. REDUCTION IN FORCE**

- a) When a reduction in force is to be made in a job classification, the employee within the affected job classification having the least amount of Bargaining Unit seniority shall be laid off first.
- b) When a reduction in force is to be made in any job classification, the following employee in that

job classification may be retained irrespective of seniority:

A physically handicapped employee, who by reason of occupational injury while employed by the Company, merits special consideration.

- c) In the event of a layoff, employees shall be so advised two (2) weeks prior to the layoff.

#### **Section 4.** FILLING VACANCIES DURING THE "INITIAL STAFF-UP PERIOD"

- a) Recall.

When a vacancy exists during the "Initial Staff-Up Period" (as defined in Appendix "E" Sec. 1 (a) of this contract) the position will first be offered to company employees laid off from the job classification in which the vacancy exists and who are on the company recall list of the job classification in which the vacancy exists. Recall shall be in order of seniority.

- b) If, after a proper "Recall" referenced above, the vacancy still exists, and if the "Initial Staff-Up Period" has not expired, the vacancy will then be offered to eligible volunteers from the list of qualified volunteers. This list of volunteers being the result of a polling of qualified union members in a manner agreed to by the company and the union.

#### **Section 5.** FILLING VACANCIES AFTER THE "INITIAL STAFF-UP PERIOD" HAS EXPIRED

- a) Recall.

After the expiration of the initial staff-up period (as defined in Appendix E Sec. 1 (a) of this contract), when a vacancy exists, the position will first be offered to Company employees laid off from the job classification in which the vacancy exists and who are on the UDS recall list of the job classification in which the vacancy exists. Recall shall be in order of seniority.

- b) After proper "recall" of laid off employees [see Article XII, Sec. 5 (a),] the Company will, in filling vacancies, abide by the terms in the following hiring preference list. Any offers of employment will be based upon seniority and qualification.
  - 1) Those company employees notified of layoff in classifications other than the one 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. If an employee is offered a position under this contract provision the employee's name will not be carried on any company recall list. These employees will not carry bargaining unit seniority to their new classification. They will start in the new classification with no bargaining unit seniority.
  - 2) Employees who are laid off from the company and who are on a company recall list in 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. Such employee's names shall be removed from the company recall list as a condition of being offered the vacancy. These employees will not carry bargaining unit seniority to the new classification. They will start in the new classification with no bargaining unit seniority.
  - 3) Those individuals who are laid off from USW represented positions by other site employers and whose name appears on the current recall list of those employers (USEC, BJC LLC,

Weskem, Swift & Staley or successors thereto). 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 by the company will be contingent upon the perspective MCS employee officially and in writing removing their name from any and all site employers recall lists. A copy of such written notification(s) must be presented to the Company before any offer of employment will be made. Employees hired under this provision (Article XII, Section 5(b)(3)) will have allowable seniority calculated as per the terms of Article XII, Section 9 (a) or (b).

- c) 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.
- d) If Article XII, Section 5(b)(3) is used, the local USW Union will consult available layoff lists and will advise the Company of the most senior qualified individuals from those lists for consideration for employment by MCS.
- e) The company will advertise vacancies and inform the local USW Union of vacancies prior to filling them as per Article XII, Section 5(b) 3 or Section 5(c) above.

#### **Section 6.** TRANSFERS OUTSIDE BARGAINING UNIT

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

#### **Section 7.** RECALL AND SENIORITY LISTS

- a) The company and Union will establish a recall listing of laid off USW represented employees.
- b) The company and Union will establish seniority listings showing the name of all employees in the order of their seniority ranking in the classification in which the employee holds seniority.
- c) The Company will maintain the listing and provide the Union copies of the listing for their sole and exclusive use within forty-five (45) days after the effective date of this Contract, and a list of revisions each three (3) months thereafter. No changes in this listing may be made except by mutual agreement between the Company and the Union.

#### **Section 8.** NO PERMANENT TRANSFER OF WORK

- a) Work normally associated with one classification in this Plant will not be transferred permanently to another classification in this Plant.

#### **Section 9.** ESTABLISHMENT OF INITIAL SENIORITY ORDER

- a) Employees will be placed on the seniority list in the order in which they are hired by the Company.
- b) In cases where more than one employee is hired on the same day, the Company will place those employees on the seniority list according to their previously established order.



## ARTICLE XIII GRIEVANCE PROCEDURE

### **Section 1.** REPRESENTATION

- a) The company will recognize the following number of properly certified Union representatives in the Plant for the purpose of representing employees in the manner as specified in this Grievance Procedure:

One (1) MCS USW Committee person, who, with the Local Union President as Chairperson, shall constitute the Grievance Committee, and

Five (5) Stewards, from the five recognized Districts as shown in Appendix B.

- b) Employees thus duly certified and recognized as Union representatives shall report to and obtain permission from their first-line manager whenever it becomes necessary to leave their work for the purpose of handling grievances in their respective Districts, and shall inform their first-line manager of their intended destination and itinerary and shall report back to their first-line manager at the time they return to work. Upon request, certified Union representatives may be granted use of the telephone at reasonable times to handle grievances within their respective Districts. Certified Union representatives may be excused for reasonable periods from their work without loss of pay when handling grievances or disputes in the appropriate steps of this Grievance Procedure. The Local Union President, or his designated representative, may be excused for reasonable periods from work without loss of pay when handling grievances in the Third Step of this Grievance Procedure. Permission to leave work as referred to above will be granted provided such absences do not conflict with the efficient operation of the Plant.

### **Section 2.** GRIEVANCE STEPS

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

**Second Step:** A grievance not settled satisfactorily in the First Step may be appealed by the MCS USW Committee person with a copy of the written grievance and a written statement of the reasons for the appeal to the Labor Relations Department.

On Wednesday, the Labor Relations Manager, or his designated representative, will hear any accumulated grievances. Written answer to those grievances will be given within four (4) days. Such meetings may be attended by Company representatives, the Steward from the District from which the grievance originated, and the MCS USW Committee person.

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

**Third Step:** The Chairperson of the Grievance Committee, or his designated employee representative, may appeal grievances not settled satisfactorily in the Second Step to the Plant Manager or his designated representative. The appeal shall be made through the Labor Relations Department along with a brief written statement of the reasons for the appeal.

The Plant Manager, or his designated representative, will meet with the Grievance Committee if there are Any accumulated grievances appealed in writing to this Step at least twenty-four (24) hours prior to the meeting. Grievances will be answered in writing within ten (10) days.

The MCS USW Committee person, other Company representatives, International Representatives of the Union, and the Local Union President, or his designated representative may also attend the meeting, provided they have security clearance from the Governmental Agency having jurisdiction if that Agency feels that such clearance is necessary.

### **Section 3.** COMPANY DECISION

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

### **Section 4.** TIME LIMITS

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

### **Section 5.** CALCULATION OF TIME

Every reasonable effort shall be made to settle grievances promptly. In the calculation of time limits under the Grievance Procedure and Arbitration clause, Saturdays, Sundays, and holidays are excluded.

### **Section 6.** CERTIFICATION OF UNION REPRESENTATIVES

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

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

### **Section 7.** SETTLEMENTS

All settlements of disputes or grievances will not vary the terms and conditions of this Contract.

Any oral settlements will be non-precedent setting.

## ARTICLE XIV ARBITRATION

### **Section 1.** ARBITRATION RIGHTS

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

### **Section 2.** APPEAL TO ARBITRATION AND AUTHORITY OF ARBITRATOR

- a) Within fifteen (15) days or on the day after the next monthly Union meeting whichever is later, after the decision rendered by the Company in the Third Step of the Grievance Procedure either party desiring to arbitrate a matter may request the Director of the Federal Mediation and Conciliation Service to submit the names of seven (7) arbitrators. Upon refusal of either party to join in such a request the other party may make the request. The Union and the Company shall alternately strike a name from the list (the first to strike shall be determined by lot) until the name of one individual remains. The decision of the arbitrator shall be rendered on the interpretation and application of the contract solely as it applies to the matter before him and shall not add to, disregard or modify any of the provisions of this contract. Such decision shall be final and binding on both parties.
- b) Any grievance which has not been assigned to and accepted by an arbitrator within two (2) years after the date the grievance was filed will be considered withdrawn by mutual consent on a no precedent basis.

### **Section 3.** EXPENSE OF ARBITRATION

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

### **Section 4.** WITNESSES

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

### **Section 5.** TIME LIMITS FOR ARBITRATION

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

## ARTICLE XV MISCELLANEOUS

### **Section 1.** NON-BARGAINING UNIT PERSONNEL PERFORMING WORK

- a) Non-bargaining unit personnel shall not do bargaining unit work normally performed exclusively by the bargaining unit. This does not prevent such Non-bargaining unit personnel from performing necessary functions such as instruction or assistance to employees (provided the assistance rendered does not displace the person doing the work) or from operating equipment or processes in emergencies or for experimental purposes.
- b) Scientific research personnel may perform manual work to further their research provided that such work does not deprive an employee of his job.

**Section 2.** ISMS RECOGNITION

The Union and the company jointly commit to an approach to safety, which is based on Integrated Safety Management System (ISMS) principles. A basic tenet of these principles is worker involvement.

**Section 3.** HEALTH AND SAFETY; SAFETY RELATED EQUIPMENT

- a) The company will continue to make provisions for the safety and health of employees while at work.
- b) The company will pay employees a \$200.00 safety related equipment (safety shoes) allowance less any required taxes. Employees will be paid the allowance in January of each calendar year. Employees who are required to wear safety shoes are required to maintain a serviceable pair of safety shoes to wear on Plant site.
- c) The company agrees to make the appropriate clothing as determined by the Company available to all members of the bargaining unit who wish to wear them while at work. Thermal underwear will be made available to all members of the Bargaining Unit who may be required to do extensive outside work during the winter months. Insulated coveralls and gloves will be issued upon approval of appropriate first-line manager.
- d) The company and Union recognize the need for both parties to participate in the development and implementation of practices that will ensure that workers health and safety concerns are fully considered, and to allow workers and their representatives access to information pertinent to occupational injuries and illnesses, industrial hygiene data, radiological monitoring, accident and incident reporting.
- e) The company shall provide a workplace free from recognized hazards, and to accomplish this objective, the company shall operate in compliance with Department of Energy (DOE) health and safety orders, regulations and directives, the DOE Radiological Control Manual, and adopt and follow the principles of ALARA (As Low As Reasonably Achievable) regarding radiation exposure. The company shall conduct routine monitoring of air contaminants, noise levels and other environmental conditions, which may pose potential hazards to employees.
- f) No employees shall be discharged disciplined or suffer reprisal for reporting health and safety concerns to the company or DOE.
- g) The union and company commit to applying the principles of Integrated Safety management (ISM, which call for worker involvement in pre job planning and application of the appropriate safety requirements to jobs before they begin.
- h) The company and union shall each designate 2 representatives to a Joint Safety and Health Committee.

Joint monthly meetings shall be conducted and joint minutes shall be prepared and shared with employees. The company and union shall each designate a co-chair to the Joint Health and Safety Committee.

- i) Members of the Joint Health and Safety Committee shall receive regular Company accident and injury reports, near miss reports, and industrial hygiene and radiological monitoring reports (with personal identifiers removed, as appropriate.) Reasonable time needed by the Union designated members of the Joint Health and Safety Committee to prepare for meeting or carry out other matters relevant to the performance of duties on the Committee and which is undertaken during regular working hours, shall be considered as hours worked for purposes of compensation by the Company.
- j) The company shall assure that workers receive company required Hazardous Waste Operations and Emergency Response (HAZWOPER) training, Radiological Control (RADCON) Worker training, and appropriate refresher courses. Time spent by workers in HAZWOPER or other company mandated health and safety training shall be compensated by the Company. The Company, consistent with scheduling requirements, shall allow the Union to provide HAZWOPER training to hourly employees, to the extent that the Union has received grant funding to provide such training at no cost to the Company.
- k) Employees shall be provided with medical and exposure information regarding occupational illnesses and injuries, medical surveillance, industrial hygiene and radiological monitoring relative to the safety and health of their workplace upon the employee's request.

#### **Section 4.** NO DISCRIMINATION

There shall be no discrimination because of race, color, creed, national origin or sex, nor will there be discrimination against any employee because he is handicapped, a disabled veteran or a veteran of the Vietnam era as these terms are used in applicable federal statutes, including the Americans with Disabilities Act.

#### **Section 5.** SMOKING

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

#### **Section 6.** GOVERNOR'S HEALTH & SAFETY CONFERENCE

The Company will pay two (2) delegates selected by the Union to attend the Governor's Health & Safety Conference. A maximum of eight (8) hours straight time pay will be allowed for each of the three (3) days.

#### **Section 7.** KENTUCKY LABOR / MANAGEMENT CONFERENCE

The Company will pay two (2) delegates selected by the Union to attend the Kentucky Labor Management Conference. A maximum of eight (8) hours straight time pay will be allowed for each of the three (3) days.

#### **Section 8.** BIO-ASSAY PAY

The Company agrees to remit an amount equaling two (2) straight time hours of pay to all employees who

are required by the Company to submit a bio-assay test.

#### **ARTICLE XVI EDUCATIONAL ASSISTANCE PROGRAM**

The Company will provide financial assistance [up to one hundred (100%) percent of the cost of tuition, laboratory fees, and required text books] to employees who, while still actively employed and outside their regular working hours, satisfactorily complete qualified courses of study related to Bargaining Unit work in recognized schools or colleges. Applications must be filed and approved prior to the start of the courses. An employee who is receiving Government financial assistance for education is not eligible for a refund under this program.

**JOB CLASSIFICATIONS AND APPROPRIATE WAGE SCHEDULES**

<u>Group Numbers</u>	<u>Job Classification</u>
01.....	Operator Technician
02.....	General Maintenance Technician
03.....	Instrument Maintenance Technician
04.....	Electrical Maintenance Technician
05.....	Site Services Technician
06.....	HST Rad
07.....	HST Safety
08.....	ES&H Coordinator

TABLE 1A, WAGE SCHEDULE

EFFECTIVE October 1, 2017; the new base hourly wage rate shall be:

Operator Technician .....	\$36.61
General Maintenance Technician .....	\$36.61
Instrument Maintenance Technician .....	\$36.61
Electrical Maintenance Technician .....	\$36.61
Site Services Technician. ....	\$28.17
HST Rad.....	\$37.73
HST Safety.....	\$37.73
ES&H Coordinator.....	\$23.84

TABLE 1B, WAGE SCHEDULE

EFFECTIVE October 1, 2018; the new base hourly wage rate shall be:

Operator Technician .....	\$37.35
General Maintenance Technician .....	\$37.35
Instrument Maintenance Technician .....	\$37.35
Electrical Maintenance Technician .....	\$37.35
Site Services Technician.....	\$28.73
HST Rad.....	\$38.48
HST Safety.....	\$38.48
ES&H Coordinator.....	\$24.32

TABLE 1C, WAGE SCHEDULE

EFFECTIVE October 1, 2019; the new base hourly wage rate shall be:

Operator Technician .....	\$38.09
General Maintenance Technician .....	\$38.09
Instrument Maintenance Technician .....	\$38.09
Electrical Maintenance Technician .....	\$38.09
Site Services Technician.....	\$29.31
HST Rad.....	\$39.25
HST Safety.....	\$39.25
ES&H Coordinator.....	\$24.80

TABLE 1D, WAGE SCHEDULE

EFFECTIVE October 1, 2020; the new base hourly wage rate shall be:

Operator Technician .....	\$38.85
General Maintenance Technician .....	\$38.85

Instrument Maintenance Technician .....	\$38.85
Electrical Maintenance Technician .....	\$38.85
Site Services Technician.....	\$29.89
HST Rad.....	\$40.04
HST Safety.....	\$40.04
ES&H Coordinator.....	\$25.30

**TABLE 1E, WAGE SCHEDULE**

EFFECTIVE October 1, 2021; the new base hourly wage rate shall be:

Operator Technician .....	\$39.63
General Maintenance Technician .....	\$39.63
Instrument Maintenance Technician .....	\$39.63
Electrical Maintenance Technician .....	\$39.63
Site Services Technician.....	\$30.48
HST Rad.....	\$40.84
HST Safety.....	\$40.84
ES&H Coordinator.....	\$25.81

**APPENDIX A**

**JOB CLASSIFICATION LISTING AND WAGE RATE GROUP NUMBER**

<b><u>Job Classification</u></b>	<b><u>Wage Rate Group Number</u></b>
Operator Technician .....	01
General Maintenance Technician .....	02
Instrument Maintenance Technician .....	03
Electrical Maintenance Technician .....	04
Site Services Technician.....	05
HST Rad.....	06
HST Safety.....	07
ES&H Coordinator.....	08

**APPENDIX B**

**STEWARDS DISTRICTS**

The following Steward Districts are recognized for the purpose of Union Representation in the plant in accordance with Article XIII.

**Steward**

**District Number**

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

**APPENDIX C**

**SENIORITY PROVISIONS**



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

<u>Job Classification</u> <u>Group Number</u>	<u>Job Classification</u>	<u>Wage Rate Group Number</u>
1 .....	Operator Technician.....	01
2 .....	General Maintenance Technician.....	02
3 .....	Instrument Maintenance Technician .....	03
4 .....	Electrical Maintenance Technician .....	04
5.....	Site Services Technician.....	05
6.....	HST Rad.....	06
7.....	HST Safety.....	07
8.....	ES&H Coordinator.....	08

**APPENDIX D  
VACATION REGULATIONS**

The following regulations govern the application of the vacation provisions as set forth in Article XI of the Contract:

- a) The vacation provisions are not applicable to part-time, intermittent, or temporary employees.
- b) The vacation season will be for the full calendar year. The number of employees who are on vacation days at the same time may be up to fifteen (15) percent of the employees on the vacation list. KEA, Thanksgiving, and Christmas weeks will be considered special weeks during which up to twenty (20) percent of the employees on the vacation list may schedule vacation. At its sole discretion, management may allow greater percentages of employees off on vacations provided there is no negative impact.
- c) Vacations are scheduled by supervision during the established vacation season. Vacation preference will be exercised during the vacation season within a vacation group within a job classification group. Preference as to dates is based upon seniority. Such preference can be exercised only once in a calendar year. Preference for a split vacation may only be exercised for one part at a time with preference for the remaining parts being exercised in the same seniority order. The employee shall make an election during the time he exercises his vacation preference as to any carry-forward or vacation option for which he is eligible. Such elected option will be irrevocable for the calendar year for which it is made unless the Company and the employee otherwise mutually agree.
- d) An employee must complete the full minimum Company Service Credit noted in Article XI before he is eligible for a vacation or vacation pay.
- e) Vacation payments will be calculated on the basis of an employee’s straight-time hourly rate, plus any applicable shift differential, in effect at the time he goes on vacation, multiplied by the number

of hours of vacation taken. However, the amount paid to an employee for vacation carried forward shall be his straight-time hourly rate in effect at the time he receives such pay, multiplied by the number of hours of vacation taken.

- f) If an employee who has completed the minimum eligibility requirements for a vacation retires, resigns, is laid off, is discharged, or dies, he, or his survivors, will be paid for any vacation in the current year, which has not been taken.
- g) Employees may elect to fragment their entire current year vacation allotment.
  - 1) Employees may take vacation in portions of half (1/2) days or one (1) or more whole days in accordance with their current year's vacation eligibility.

Employees may elect to take up to twenty-four (24) hours of vacation in portions of one (1) hour or more. Such hourly elections are subject to the fragmented vacation stipulations of this contract. Only whole days of vacation may be carried forward to the next year therefore any hours amounting to less than a whole day must be taken during the present vacation season.
  - 2) The Union agrees that all vacation requests will be made with "reasonable advance notice" being given to the company.
  - 3) The first-line manager will have absolute discretion to approve or disapprove such requests, and his decisions will not be subject to challenge in the Grievance Procedure and/or Arbitration clause. Such requests will not be granted if in the opinion of the Company it will be necessary to provide relief at premium or overtime rates.
- h) An employee who has completed the minimum eligibility requirements and is recalled following a layoff for reduction in force will be required to work for six (6) months following his reemployment before he is again eligible for a vacation. Such vacation cannot be taken until the following year if it would otherwise result in a duplication of the current year's vacation.
- i) Vacations for which an employee is eligible will not be affected by a disability absence except that if an employee is absent for an entire calendar year no vacation will be granted in such year.
- j) An employee who takes a leave of absence will be treated, for vacation purposes, in the same manner as if he were terminated as of his last day worked. If the leave does not extend into another calendar year, however, the employee may be permitted to postpone any current year vacation due until after his return to work.
- k) Except as provided for under the carry-forward option in Paragraph (n), an employee may not postpone his vacation to the following year.
- l) If the designated holiday occurs during an employee's vacation and that employee would otherwise have been scheduled to work on that day had it not been a holiday, such employee shall receive eight (8) hours of pay at straight time in addition to his vacation.
- m) An employee who completes his first year of Company Service Credit for a vacation with pay as set forth in the Vacation Plan shall have a vested right to that vacation on the day he completes one year of Company Service Credit.

n) Carry-Forward Option

- 1) An employee may carry forward to a succeeding year up to two (2) weeks of his Current Year Vacation. It is understood that any carry-forward vacation must be taken in eight (8) hour or more after all of his Current Year Vacation is used. Any unused vacation may be carried forward.
- 2) The maximum amount of carried-forward vacation, which an employee may have to his credit at any time, shall be six (6) weeks. Also, the maximum vacation taken in any calendar year shall be twelve weeks.

An employee with one (1) or more years of Company Service Credit who is on the payroll of the Company on December 31 of the year prior to the calendar year in which he is entitled to a vacation with pay as set forth in the Vacation Plan shall have vested right on that date to such vacation for the following year. An employee is considered to be on the payroll of the Company unless he has previously been terminated or has otherwise ceased active work and is not expected to return to work because of disability or some other reason.

**APPENDIX E  
COMPANY SERVICE CREDIT RULES**

**Section 1. COMPANY SERVICE CREDIT RULES PERTAINING TO UDS HIRING DURING AND AFTER THE “INITIAL STAFF-UP PERIOD”**

- a) The UDS “Initial Staff-Up Period” is defined as the time period beginning with the transition of the first UDS USW represented employees, and ending on a date one (1) year after the start of operations of the Paducah DUF6 Plant. Ending date of the initial staff up period was midnight 5/31/12.
- b) The Company may hire employees for USW represented positions from various sources during this “Initial Staff- Up Period”. During this “Initial Staff-Up Period” it is agreed that employees hired by UDS into USW represented positions shall receive previous Company Service Credit earned at the Paducah site with USEC, BJC, Weskem, and Swift & Staley (or successors thereto) as MCS Company Service Credit if such credit is in effect at the time of a formal UDS offer of employment. If any benefit has been liquidated based on such former service, then that former service shall not be allowed as credited service by the Company.
- c) Employees hired by the Company into USW represented positions after the “Initial Staff-Up Period” at the Paducah DUF6 Plant shall not receive previous Company Service Credit earned at the Paducah site with USEC, BJC, Weskem, and Swift & Staley (or successors thereto) as credited MCS Company Service.
- d) Any dispute as to former Service Credit allowed, or dates of former service, or other such claims will be resolved before, and as a condition of, accepting employment with the Company. Any attempt to question such determinations subsequent to accepting employment with the Company will not be pursuable through the grievance procedure and/or arbitration clause of this contract.
- e) An employee’s total Company Service Credit shall consist of the time actually spent on the Company payroll, plus allowable time under Appendix “E”, Section 1, plus properly approved absences from

work, to be determined under the following rules.

## **Section 2. OTHER COMPANY SERVICE PROVISIONS**

The following rules will apply to Company Service Credit from the time Paducah Plant operations begin until such time as they are changed by negotiation of the proper parties.

- a) In case an employee is involuntarily laid off by the Company on account of reduction in force and through no fault of his own:
  - (1) If such involuntary layoff continues not more than four (4) consecutive years, Company Service Credit will be given for service prior to such layoff.
  - (2) If such involuntary layoff continues more than four (4) years, no Company Service Credit will be given for service prior to such layoff.
- b) In case of absence for disability or for absence with leave for a reason other than disability, which is authorized by the local management, employment will be considered as continuous without any deduction if it does not exceed three (3) months. However, in case such absence does exceed three (3) months, the period of absence in excess of three (3) months will not be considered as Company Service unless otherwise authorized by the local management. If an employee who is thus absent fails to return to work when able to do so and at the time designated by the Company, he will be considered as voluntarily terminating his employment and his Company Service Credit shall end as of the date on which such absence commenced.
- c) In case of rehire subsequent to voluntary termination of employment, credit will be given for service only since last date of rehire by the Company unless such employee was rehired within three (3) months after his voluntary termination.
- d) In case of rehire or reinstatement subsequent to discharge for cause or resignation at the Company's request, credit will be given for service only since last date of rehire or reinstatement by the Company.

### **APPENDIX F PERSONAL ABSENCE WITHOUT PAY**

Employees will be granted time off without pay when the workload permits, as follows:

- a) Minimum time necessary to attend a marriage in the immediate family not to exceed three (3) days.
- b) Minimum time necessary to attend the funeral of a close friend or relative not to exceed three (3) days.
- c) Minimum time necessary for settlement of estates, to serve as witness when subpoenaed in court, dental work, legal closing of purchase or sale of the employee's personal residence.
- d) No time will be granted to conduct another business or occupation or avocation or to attend conventions or meetings or to attend to matters that can be handled reasonably outside working hours.

## **APPENDIX G BENEFIT PLANS**

### **Part A – Employee Benefit Plans**

Employee benefits are summarized in the Plan documents for Paducah. Employee benefit plan documents are incorporated into this contract by reference, and shall include the following:

1. Defined Benefit Pension Plan
2. Retiree Health Care Benefit Plan
3. Employee Health Care Plan (medical, prescription drug and vision)
4. Dental Plan
5. Employee Savings Plan (401K)
6. Basic and Supplemental Life Insurance Plan
7. Flexible Spending Accounts
8. Special Accident Insurance Plan
9. Employee Assistance Program
10. Basic Long-Term Disability
11. Business Travel Accident Insurance Plan
12. Short Term Disability Plan

Notwithstanding provisions contained in any other benefit plan document or notices, the Company shall not eliminate any benefit plans or programs, nor shall they 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 beyond the term of this contract.

### **Part B – Health Benefit Program**

- a) A Comprehensive Medical Plan designed to pay the major share of covered hospital, surgical and medical expenses, while attempting to control health care costs by encouraging the use of cost-effective services.

A Vision Care Plan with no deductible, which includes an eye examination once every twelve months, one pair of lenses once every twelve months, and one pair of frames once every twenty-four months.

A Dental Insurance Plan.

- b) The Company will arrange with an insurance company to make available to participating employees in the bargaining unit a health benefit program as set forth in Plan documents.
- c) It is agreed that the gross cost of the said health benefits program shall be shared by the Company and participating employees. Each employee who enrolls in the program shall pay the applicable rate, such rate representing fourteen (14) percent of the total gross cost effective January 1, 2019. The Company shall pay the remaining eighty-six (86) percent of the cost. Effective January 1, 2020 the employee will pay sixteen (16) percent, effective January 1, 2021 the employee will pay eighteen (18) percent, and on January 1, 2022, the employee will pay twenty (20) percent of the premium while the Company paying the remaining gross cost of the monthly premium for each year.

- d) Employee participation in the program shall be on a voluntary basis. Employees who enroll in the program shall authorize the Company in writing to deduct from their pay the applicable rate.
- e) In the event of the enactment or amendment of any Federal or State law providing for benefits similar, in whole or in part, to those covered by Appendix G of this Agreement, and requiring either (a) compulsory participation by any employee or the Company; or (b) compulsory payment of taxes or contribution by any employee or by the Company; or (c) benefit costs either to any employee or the Company different from those provided for under Appendix G of this Agreement, then the parties hereto agree that they will amend this Agreement so as to provide that the total cost to the Company for insurance benefits of whatsoever nature for its employees will not be greater in amount than such costs as provided by law or by Appendix G of this Agreement, whichever costs are greater.
- f) The Company shall retain the right to arrange through an insurance company(s) or other carrier(s) for coverage providing the benefits under the Group Insurance and Dental Insurance Plans.
- g) The administration of the Group Insurance and Dental Insurance Plans hereunder and the payment of benefits under the Plans shall be handled directly by the Insurance Company, it being understood that a claimant whose benefits claim is denied may contest such denial with the Insurance Company, but that he shall have no redress whatsoever against the Company. It is agreed, however, that in any case in which an employee claiming benefits under the Group Insurance or Dental Insurance Plans and desiring to file such claim with the Insurance Company, becomes engaged in a non-medical factual dispute with the Company in connection with such claim (such as, for example, but not limited to, disagreement over his earnings group, eligibility, employment status, amount of Company Service Credit, or other non-medical factual question), such employee and the Union may process such dispute through the Grievance Procedure set forth in the Collective Bargaining Contract then in effect between the parties. It is agreed that any arbitration award as to such factual dispute shall be final and binding upon the parties hereto and the employee thereafter may present his claim to the Insurance Company on the basis of the facts as determined by said award.

It is agreed, however, that any and all medical questions in dispute shall be determined solely by the Insurance Company. To request review of any such dispute, the Bargaining Unit employee shall make written application therefore to the Insurance Company not more than sixty (60) days after the receipt of the Insurance Company's position giving rise to the dispute. Within sixty (60) days after the Insurance Company's receipt of the application for review, it shall inform the employee in writing of its decision in final disposition of the dispute. Under special circumstances, the Insurance Company may extend the time for processing the review, but its decision in final disposition of the dispute shall be rendered not later than one hundred twenty (120) days after its receipt of the application for review.

- h) Regardless of the time limit, if any, prescribed in the Contract for the filing of a grievance concerning the alleged violation of such Contract, a claimant's appeal will be processed in accordance with the Grievance and Arbitration procedure, provided that such grievance is filed not more than sixty (60) days after the claimant's receipt of the Company's position giving rise to the nonmedical factual dispute.
- i) The Defined Benefit Pension Plan, Group Insurance and Dental Insurance Agreement shall replace all prior agreements pertaining to the Pension, Group Insurance and Dental Insurance Plans, including any amendments to them.

Effective January 1, 2020 the Comprehensive Premium Medical Plan will change to the PPO 200 Plan and will have prescription drug co-pays and twenty (20) dollar co-pays for services i.e. in network doctor, urgent care, or emergency room visits. There will be a two hundred (200) dollar deductible per person. The Family Plan deductible maximum will be four hundred (400) dollars and two hundred (200) dollar maximum for the single employee plan.

Covered Benefits	Network	Non-Network
Deductible(single/family)	200/400 dollars	400/800 dollars
Out of pocket max.(single/family)	200/400 dollars	600/1000 dollars

(Deductibles and prescription copays will count toward maximum out of pocket)

In addition, the Company will pay a stipend in January of 2020 and 2021 an amount equal to the in-network plan deductible of the employee. If the employee has a single coverage plan they will receive \$200 (grossed up if needed) and if the employee has family coverage \$400 (grossed up if needed). The intent is for the employee to receive a full \$200 or \$400 as applicable.

**Part C – Defined Benefit Pension Plan**

- a) It is understood that if any dispute arises from the denial of a Bargaining Unit employee’s claim for benefits under the Defined Benefit Pension Plan, then such dispute may be taken up through the Grievance and Arbitration Procedure of this Contract.
- b) The obligation of the Company to participate in the Defined Benefit Pension Plan, as herein provided, is subject to the requirement that approval by the Internal Revenue Service for the Plan is received and maintained continuously as:
  - (1) Qualifying under Section 401 of the Internal Revenue Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are hereafter amended or enacted); and
  - (2) Entitling the Company to deduction for payments under the Plan pursuant to Section 404 of the Internal Revenue Code or any other applicable section of the Federal tax laws (as such sections are now in effect or are hereafter amended or enacted).

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

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

NOTE: The following paragraphs (c) and (f) contain references to UDS (former contractor) that upon consideration during this new contract negotiations deemed it important not to change some references of UDS to MCS. There was no intent to change the meaning or intent of paragraphs (c) or (f).

- 1) In determining the amount of pension obligations and benefit payments, the Company or the

Company Plan Administrator, as applicable, shall include the sum of accrued service credit which at the time of initial employment with the Company is allowable under the terms of the applicable pension plan from employment with: (a) UDS (or its successors); plus (b) USEC, United States Enrichment Corporation, Lockheed Martin Utility Services (LMUS), Lockheed Martin Energy Services (LMES) and predecessor Department of Energy (DOE) contractors at the Portsmouth, OH and Paducah, KY sites; plus (c) Bechtel Jacobs, and its first and second tier subcontractors, and successors thereto. Pensions payable under the “UDS Mirror Plan” for service credit earned under “a”, “b”, and “c” shall be determined using the formula specified in the UDS Employee Benefits Handbook dated March 2005, except that the amount of such payments made by UDS or the UDS Plan Administrator, as applicable, may be offset for pension benefits due from USEC. The basis for such offset is determined as follows:

- 2) The pension payable by MCS or the Company Plan Administrator, as applicable, shall be based on service creditable from employment with UDS (and its successors), plus service credited under the USEC Plan (and its predecessors), plus service credited under the MEPP from employment with Bechtel Jacobs (and its first and second tier subcontractors) and any successors thereto, offset by the amounts payable to the employee or survivor, as applicable, under the USEC Plan (or successors thereto) and the amounts payable to the employee or survivor, as applicable, under the MEPP.
- 3) The Administrator for the Company Plan shall comply with the provisions of this Section.
- d) During the term of this Agreement, the Company Service Credit of a USW represented employee for the purpose of determining eligibility for benefits under the Pension, Dental Insurance and Group Insurance Plans, and of computing the amounts of such benefits, shall be determined in accordance with the Company Service Credit Rules set forth in the Collective Bargaining Contract. However, it is understood that with respect to the Defined Benefit Pension Plan, “credited service” as defined in that Plan shall govern.
- e) The Defined Benefit Pension Plan, Group Insurance and Dental Insurance Agreement shall replace all prior agreements pertaining to the Pension, Group Insurance and Dental Insurance Plans, including any amendments to them.
- f) Whether an employee is hired during or after the “Initial Staff-Up Period” (as defined in Appendix “E”, Section 1(a) of this contract) shall have no bearing upon their eligibility to participate in the Defined Benefit Pension Plan. Eligibility to participate in the Defined Benefit Pension Plan as a UDS employee shall be determined solely as follows: Any employee hired by UDS who is, at time of UDS hiring, participating in the MEPP or who is eligible to participate in the MEPP under the terms of the 2001 BJC/PACE Collective Bargaining Agreement (including the Addendum) at Paducah shall be eligible to participate in the Defined Benefit Pension Plan as a UDS Employee. Any employee hired by UDS who, at time of hiring, is not eligible to participate in the MEPP under the terms of the 2001 BJC/PACE Collective Bargaining Agreement (including the Addendum) at Paducah shall not be eligible to participate in the Defined Benefit Pension Plan as a UDS employee.

All USW represented employees who are not eligible to participate in the Defined Benefit Pension Plan shall, in lieu of participation in the Defined Benefit Pension Plan, receive from the Company a 5.8% per year contribution to the profit sharing component of the 401K profit sharing plan. This contribution shall be an amount equal to 5.8% of the applicable hourly wage for every hour worked.



Vesting in this profit sharing component shall be immediate. This 5.8% contribution by the Company is in addition to the 401K Plan matching opportunities, which are available to all employees.

- g) Retirees shall pay 25% of health care premiums for health care coverage.

## **APPENDIX H MCS/USW GENERAL OVERTIME RULES**

- 1) Unless the employee is on vacation, SDO, union business, jury duty, military leave, funeral leave, holiday option, or company related business, all available overtime will be charged as hours worked or refused. An employee performing union business will be bypassed for available overtime opportunities. Union business is defined as travel, arbitration, conducting official union meetings, and conducting OSHEC training.
- 2) When an employee enters a new overtime group, the total hours of overtime will follow an employee to the new overtime group, except he/she will have neither more than the maximum hours nor less than the minimum hours in this new group. If more than one employee enters at the same time, seniority will prevail.
- 3) When an employee enters a job classification by promotion, transfer, or hire, he/she will receive the maximum hours when eligible to go on the overtime list. Seniority will prevail when employees enter on the same date.
- 4) The overtime lists will be zeroed and rearranged by seniority each calendar year between January 1 and January 15. Each person on the list will go to zero.
- 5) The alternate overtime list will be polled prior to offering overtime to an employee working out of classification.
- 6) Overtime offered and refused will be offered in 4, 6, 8, 10 or 12-hour increments, other than call-in overtime. NOTE the following:
  - If polling for a 12 hour block of overtime, then charge for the 12 hours
  - If a need develops for another 12 hour block of overtime within the same timeframe, then you would only charge for a total of 12 hours (not 24)
  - If the overtime blocks are broken down in increments, then the employee will be charged for the additional hours of overtime.
- 7) A medical restriction in itself will not automatically disqualify an employee from working an overtime assignment. However, an employee having a medical restriction, which prevents him from working the overtime, will be charged.
- 8) If there is scheduled overtime on the day an employee is on a fragmented vacation day and the employee is polled before scheduling the vacation day or half day, the employee will be charged if he refuses.
- 9) Vacation time for a 40 hour (full week) work week commences at 2300 on Sunday night for a shift worker/2400 on Sunday night for a day worker; and the vacation time ends at either 2300 for a shift worker/2400 for a day worker on the following Sunday.

- 10) Overtime will be offered to those going on vacation until Sunday night at either 2300/2400.
- 11) Each employee shall provide the Company with a current telephone number for the polling of overtime. If a current telephone number is not provided in a timely manner, the employee will be bypassed and charged for available overtime opportunities.
- 12) Holdover overtime, once offered, may not be cancelled unless it is cancelled at least one (1) day prior to the day of overtime.

**If any problems arise regarding the administration of overtime distribution, the Union and the Company agree to meet and seek resolution to the issues as necessary.**

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Donna Steele  
USW President

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William Harrison  
MCS Human Resources/Labor Relations  
Manager

**Appendix I**  
**Memorandum of Understanding WSAP**

December 13, 2018

The parties agree with respect to the requirement that WSAP be put into effect that:

1. Drug testing under WSAP will be conducted using existing testing procedures and protocols.
2. During the term of the contract, no employee tested randomly for drug use will be automatically terminated for a first time positive random test. This does not mean that termination is precluded.
3. The company and the union will negotiate during the term of the new contract with respect to other impacts of WSAP upon the bargaining unit if such negotiations are required.
4. All union positions within the Company shall be WSAP Positions.

**Agreements on Alcohol Testing**

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

1. Alcohol testing shall be “for cause” testing.
2. The threshold at which a test is considered positive shall be governed in accordance with regulatory limits.
3. The company agrees that a first instance test above the threshold shall not automatically result in termination of the employee. This does not mean that termination is precluded.
4. Discipline given to an employee shall be subject to the grievance procedure.
  5. Tests shall be administered in accordance with an accredited qualified testing program.
  6. The initial test will be by Breathalyzer and, if positive, shall be confirmed by a blood test.
7. Failure of an employee to submit to an alcohol test if required by the company will be interpreted as a positive test result.
8. In instances where an employee has tested positive by Breathalyzer and by blood test the employee may receive discipline at levels up to and including termination.

## **Administrative Letters**

### Medical Department - Work Restrictions

Ms. Donna Steele, President  
United Steel, Paper and Forestry, Rubber, Manufacturing,  
Energy Allied Industrial and Service Workers Intl. AFL-CIO  
P.O. Box 494  
Paducah, Kentucky 42001

Dear Ms. Donna Steele,

The Medical Department will continue to investigate all avenues of medical information available within the province of medical ethics, in all cases of permanent restrictions and will furnish such information to any licensed practicing physician (M.D.) at the request of any employee having such restrictions.

In cases involving permanent restrictions, the employee will be placed on a temporary restriction for a reasonable length of time to allow him opportunity to seek outside medical diagnosis which can be presented to the Company Medical Department.

All employees will be advised in writing of the medical restriction and its cause if requested by the employee.

Sincerely,

William Harrison  
MCS Human Resources/Labor Relations Manager

General Wage Increase as Related to Long Term & Short Term Disability

Ms. Donna Steele, President  
United Steel, Paper and Forestry, Rubber, Manufacturing,  
Energy Allied Industrial and Service Workers Intl. AFL-CIO  
P.O. Box 494  
Paducah, Kentucky 42001

Dear Ms. Donna Steele,

A general wage increase will be applied, when effective, to employees on short-term disability as defined in Article IX, Section 1. A general wage increase will not apply to employees on long-term disability as defined in Article IX, Section 2. However, if an employee returns to work from long-term disability absence, he will receive the appropriate rate then in effect under the wage schedule.

Sincerely,

William Harrison  
MCS Human Resources/Labor Relations Manager

## Vacation Vesting if on Disability

Ms. Donna Steele, President  
United Steel, Paper and Forestry, Rubber, Manufacturing,  
Energy Allied Industrial and Service Workers Intl. AFL-CIO  
P.O. Box 494  
Paducah, Kentucky 42001

Dear Ms. Donna Steele,

The parties agree that in order to clarify the vested rights for the subsequent year's vacation for employees, with one or more years of service, who are absent because of disability as of December 31, the following guidelines will apply:

1. If such an employee is receiving, on December 31, either Non Occupational Disability or Occupational Disability payment as outlined in Article IX, Section 1 of the Company-Union Contract, he shall be regarded as "being on the payroll" as of December 31 and will be vested for the subsequent year's vacation.
2. In any event, if such an employee files a claim for Long Term Disability before, on, or after December 31, and such disability payment becomes effective prior to December 31 of the previous year, such an employee will not have vested rights to the subsequent year's vacation.
3. If such an employee is not receiving benefits under Article IX, Section 1 on December 31, he will not be vested for the subsequent year's vacation unless he returns to work in that subsequent year.
4. It is understood that the above clarification relates solely to vacation vesting and does not affect any other determination of whether an employee is deemed to be on the payroll.
5. Under no circumstances will an employee be eligible for vesting vacation for more than one year on the basis outlined above.

Sincerely,

William Harrison  
MCS Human Resources/Labor Relations Manager

Our Normal Practice will be to Suspend Two Days Prior to Discharge

Ms. Donna Steele, President  
United Steel, Paper and Forestry, Rubber, Manufacturing,  
Energy Allied Industrial and Service Workers Intl. AFL-CIO  
P.O. Box 494  
Paducah, Kentucky 42001

Dear Ms. Donna Steele,

Our normal practice will be to suspend an employee at least two working days prior to discharge for cause. Labor Relations shall notify the Union President at the time of such a suspension of any Bargaining Unit employee. At the request of the Union, the Company will meet with the Union President and the MCS USW Committeeperson for discussions prior to discharge of an employee for cause. The Company will not discipline (discharge, suspend, or issue written reprimand) any employee without just cause.

Sincerely,

William Harrison  
MCS Human Resources/Labor Relations Manager

Vacation, Overtime, and Shift Preference Lists

Ms. Donna Steele, President  
United Steel, Paper and Forestry, Rubber,  
Manufacturing, Energy Allied Industrial and Service  
Workers Intl. AFL-CIO P.O. Box 494  
Paducah, Kentucky 42001

Dear Ms. Donna Steele,

The following is a grouping of vacation; overtime and shift preference lists for the MCS Paducah Plant's USW represented workers.

**VACATION LISTS:**

- Operator Technician ..... "A" Shift  
"B" Shift  
"C" Shift  
"D" Shift  
"DAY" Shift  
"Y" Shift
  
- Instrument Maintenance Technician ..... "A" Shift  
"B" Shift  
"C" Shift  
"D" Shift  
"DAY" Shift
  
- Electrical Maintenance Technician ..... "A" Shift  
"B" Shift  
"C" Shift  
"D" Shift  
"DAY" Shift
  
- General Maintenance Technician ..... "A" Shift  
"B" Shift  
"C" Shift  
"D" Shift  
"DAY" Shift
  
- Site Services Technician ..... "A" Shift  
"B" Shift  
"C" Shift  
"D" Shift  
"DAY" Shift
  
- HST Rad. .... "A" Shift  
"B" Shift  
"C" Shift  
"D" Shift  
Days



HST Safety..... “A” Shift  
“B” Shift  
“C” Shift  
“D” Shift  
Days

ES&H Coordinator Days

**OVERTIME LISTS:**

Operator Technician .....“A” Shift  
“B” Shift  
“C” Shift  
“D” Shift  
“DAY” Shift  
“Y” Shift

Instrument Maintenance Technician .....“A” Shift  
“B” Shift  
“C” Shift  
“D” Shift  
“DAY” Shift

Electrical Maintenance Technician .....“A” Shift  
“B” Shift  
“C” Shift  
“D” Shift  
“DAY” Shift

General Maintenance Technician .....“A” Shift  
“B” Shift  
“C” Shift  
“D” Shift  
“DAY” Shift

Site Services Technician..... “A” Shift  
“B” Shift  
“C” Shift  
“D” Shift  
“DAY” Shift

HST RAD..... “A” Shift  
“B” Shift  
“C” Shift  
“D” Shift  
Days

HST Safety..... “A” Shift

“B” Shift  
“C” Shift  
“D” Shift  
DAY Shift

ES&H Coordinator

Days

**SHIFT PREFERENCE LISTS:**

Operator Technician  
General Maintenance Technician  
Instrument Maintenance Technician  
Electrical Maintenance Technician  
Site Services Technician  
HST Rad  
HST Safety  
ES&H Coordinator

Sincerely,

William Harrison  
MCS Human Resources/Labor Relations Manager

## 5 Job Classifications and Work Scope

NOTE: The Company and Union agree to keep this letter in the Contract and abided by it with the exception that lubricators work will flow to General Maintenance Technicians.

Ms. Donna Steele, President  
United Steel, Paper and Forestry, Rubber,  
Manufacturing, Energy Allied Industrial and Service  
Workers Intl. AFL-CIO P.O. Box 494  
Paducah, Kentucky 42001

Dear Ms. Donna Steele,

At the time initial contract negotiations between Uranium Disposition Services (UDS) and Paducah USW Local 550 began, there were numerous USW represented job classifications identified in the Bechtel Jacobs/PACE collective bargaining agreement for Paducah dated July 16, 2001 to July 31, 2005.

UDS and Paducah USW Local 550 bargained on this issue and, as a result of that bargaining, have agreed to reduce the number of USW represented job classifications to five (5). The five (5) USW represented job classifications under the UDS/USW Collective Bargaining Agreement for Paducah shall be Operations Technician, General Maintenance Technician, Instrument Maintenance Technician, Electrical Maintenance Technician and Site Services Technician. All work scope included in the UDS/DOE DUF6 Contract Number DE-AC05-02-OR22717, which has historically and traditionally been performed by the USW Union at Paducah, KY, shall continue to be performed by USW represented workers using these five (5) job classifications.

### OLD AND NEW JOB CLASSIFICATION LISTING

#### Previous Job Classifications

#### New Job Classification

Carpenter 1 <sup>st</sup> Class .....	work flows to .....	General Maintenance Technician
Carpenter 2 <sup>nd</sup> Class .....	work flows to .....	General Maintenance Technician
Chauffeur .....	work flows to .....	Site Services Technician
Converter Assembler .....	work flows to .....	General Maintenance Technician
Electrical Mechanic 1 <sup>st</sup> Class.....	work flows to .....	Electrical Maintenance Technician
Electrical Mechanic 2 <sup>nd</sup> Class.....	work flows to .....	Electrical Maintenance Technician
Garage Mechanic 1 <sup>st</sup> Class .....	work flows to .....	General Maintenance Technician
Heavy Equipment Mechanic .....	work flows to .....	General Maintenance Technician
Heavy Equipment Operator .....	work flows to .....	General Maintenance Technician
Instrument Mechanic 1 <sup>st</sup> Class.....	work flows to .....	Instrument Maintenance Technician
Instrument Mechanic 2 <sup>nd</sup> Class....	work flows to .....	Instrument Maintenance Technician
Janitor .....	work flows to .....	Site Services Technician
Laborer .....	work flows to .....	Site Services Technician
Locksmith .....	work flows to .....	General Maintenance Technician

Lubricator ..... work flows to ..... General Maintenance Technician  
 Technician Machinist 1<sup>st</sup> Class ..... work flows to ..... General Maintenance Technician  
 Machinist 2<sup>nd</sup> Class ..... work flows to ..... General Maintenance Technician  
 Maintenance Mechanic 1<sup>st</sup> Class ..... work flows to ..... General Maintenance Technician  
 Maintenance Mechanic 2<sup>nd</sup> Class ..... work flows to ..... General Maintenance Technician  
 Material Handler ..... work flows to ..... Site Services Technician  
 Operator ..... work flows to ..... Operator Technician  
 Operator B ..... work flows to ..... Operator Technician  
 Painter 1<sup>st</sup> Class ..... work flows to ..... General Maintenance Technician  
 Painter 2<sup>nd</sup> Class ..... work flows to ..... General Maintenance Technician  
 Refrigeration Mechanic ..... work flows to ..... General Maintenance Technician  
 Sheet Metal Worker 1<sup>st</sup> Class ..... work flows to ..... General Maintenance Technician  
 Truck Driver ..... work flows to ..... General Maintenance Technician

Sincerely,

William Harrison  
 MCS Human Resources/Labor Relations Manager

## Allowable Service for Pension

NOTE: The Company and Union agrees to renew this letter and abide by its intent.

July 1, 2005

Mr. Bill Cossler  
President USW Local 5-550

Subject: Allowable Service for Pension

Dear Bill:

This letter is to confirm that there will be no break in allowable service applicable to pension for UDS employees due to the pension plan being in draft form at the time of contract ratification. The final pension plan will mirror provisions of the MEPP for USW workers. You will be provided a copy of the finalized plan for your inspection.

Yours truly,

Doug Adkisson  
Manager, Operations & Maintenance

Attachments

cc: David Fuller  
Richard Veazey  
Jill Freeman