

Collective Bargaining Agreement

Between

Swift & Staley Inc.

and

United Steel, Paper and Forestry,

Rubber, Manufacturing, Energy, Allied Industrial and

Services Workers International Union and Local 550

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February 5, 2018 – September 30, 2020

Paducah Site

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## **ARTICLE 1 PURPOSE**

It is the intent of the parties that this Contract will constitute the complete agreement between Swift & Staley Inc., Paducah Site, hereinafter referred to as “SSI” 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”.

In addition to the above, it is intended to serve as a basis for effectively moving USW represented workers to and between SSI and other Site Contractors for the performance of U.S. Department of Energy (DOE) related work at Paducah, Kentucky, in a seamless and non-disruptive manner, while assuring that wages, benefits, accrued severance, accrued seniority, and accrued service credit for vacation and pension and other purposes that were accumulated with the former United States Enrichment Corporation (USEC) (including accrued service credits that were portable to USEC from former DOE Contractors), and any other DOE Prime Contractors and their subcontractors at the plant Site (including any accrued service credits from predecessor contractors and subcontractors), are maintained at equivalent levels and are transferred to SSI and/or its subcontractors without interruption. This Contract is designed and should be construed in a manner to meet the statutory requirements of Section 633 of the Energy Policy Act of 2005 as well as the statutory and DOE policy requirements to minimize the social and economic impacts of changes to the workforce at a DOE defense nuclear facility as prescribed in Section 3161 of the fiscal year (FY) 1993 Defense Authorization Act, the 1996 USEC Privatization Act, and the Office of Worker and Community Transition Interim Workforce Planning Guidance.

The Collective Bargaining Agreement (CBA) is designed to retain and utilize employees who have Site-specific experience and institutional memory, which will help to protect the health and safety of workers employed by SSI, and where required, it will help minimize costs by employing workers who have already obtained security clearances.

No additions, waivers, deletions, modifications, or amendments shall be made during the term of this CBA except by written agreement of the parties.

## **ARTICLE 2 SCOPE OF WORK**

### **SECTION 1. CURRENT SCOPE OF WORK**

This Contract shall cover those activities or projects, as defined in the DOE Contract No. DE-EM0003733, or amendments to such Contract, or in the SSI Lifecycle Baseline, as amended, or work scope assigned by the DOE to SSI and/or assigned by SSI to its first and second-tier subcontractors, regardless of funding source, that includes tasks, functions, or activities which have historically or traditionally been performed by the USW-represented hourly workforce at the Paducah facility. The work scope shall be assigned and apply to the USW workforce without regard to the applicability of any labor standards (prevailing wage) determination (e.g., Davis Bacon Act, Service Contract Act, etc.).

Activities to be performed by USW workers under this agreement will include but are not limited to:

- (a) **SITE SURVEILLANCE AND MAINTENANCE:** Site surveillance and maintenance and infrastructure-related tasks that were previously performed by Bechtel Jacobs, LLC, under DOE Prime Contract DE-AC-98-OR22700, including, but not limited to, waste processing lift station checks, bar screen and outfall inspections, and tasks associated with post-remediation operations and maintenance that have been historically or traditionally performed by USW;

- (b) PAINTING: painting, except where related to construction;
- (c) REINDUSTRIALIZATION/FACILITY REUSE: Reindustrialization/facility reuse support which is assigned to SSI for work historically or traditionally performed by USW, such as decontamination, tie-in of utilities, repair of utilities, and surveillance and maintenance of buildings after occupancy;
- (d) INFRASTRUCTURE SUPPORT SERVICES in support of the Paducah Site Contractors. Services provided by Swift & Staley Team (SST) USW personnel include but are not limited to: locksmith, maintenance of facilities and installed equipment which includes plumbing repairs, electrical repairs, relamping, carpentry work, custodial maintenance, grounds maintenance, fleet maintenance, roads and parking lot maintenance including snow and ice removal, maintenance and repair of heating, ventilation, and air conditioning (HVAC), Public Address (PA), Public Warning, Automated Access Control Systems (AACS), and repairs to fences and gates;
- (e) The exclusion of any work scopes above shall not preclude work from being considered within the scope of this CBA.

## **SECTION 2. FUTURE SCOPE OF WORK**

SSI agrees that should additional work that is assigned by DOE to SSI through the DOE Contract No. DE-EM0003733, or amendments to such Contract, or work scope assigned by the DOE to SSI and/or assigned by SSI to its first and second-tier subcontractors, that historically or traditionally had been performed by the USW-represented hourly work force by the former DOE Contractors or subcontractors represented by the USW, or listed below:

- (a) WASTE MANAGEMENT: Packaging waste (which historically or traditionally has been performed by USW-represented workers); over-packing waste containers; repackaging waste containers; staging waste containers for shipment or sampling; used drum decontamination; loading waste containers for on-site and off-site transportation; operations of the Site's waste water treatment facilities; operation and maintenance of waste storage facilities and landfills; waste water disposal; inspections, maintenance and decontamination of polychlorinated biphenyl (PCB) storage, collection and containment systems; inspection, maintenance and decontamination of PCB spill sites; and operations of waste treatment processes, excluding unique/special processes provided by vendors that historically or traditionally are not performed by the USW workforce;
- (b) ASBESTOS ABATEMENT: asbestos abatement associated with maintenance, equipment repairs or modifications, and decontamination/decommissioning of process equipment and piping;
- (c) SCRAPPED METALS: remove, operate crane, decontaminate, size reduce, package, stage, prepare for recycle, and on-site disposal of all previously scrapped metals, including drum mountain;
- (d) ENVIRONMENTAL REMEDIATION/REMEDIAL ACTIONS: operate equipment and tools to excavate, treat and remove soil, sludge, sediment and buried waste; operate equipment and tools to scrape, dig, scoop, and muck-out sediments, soil and contamination from drainage ditches, sewers, and outfalls; on-site transportation of excavated waste and related materials to a disposal cell or staging area or on-site landfill; dispose of materials in an on-site landfill; operate equipment and tools to dig up burial grounds; excavate backfill material; install backfill materials; containerize and package excavated and residual waste materials for off-site shipment;

operate on-site waste processing equipment, including a uranium chip roaster and thermal treatment equipment; operate equipment to treat contaminated waste water and radio nuclides that are collected during remedial activities; decontaminate equipment after project completion, except operations of special equipment brought in by vendors which have not been historically or traditionally performed by USW workers;

- (e) SHUTDOWN/DEACTIVATION/DECONTAMINATION AND DECOMMISSIONING: For those inactive facilities that are already designated by the DOE for decontamination and decommissioning, and, for all or part of the gaseous diffusion plants, active or inactive (such as C-331 and C-335), and related support facilities (such as C-400, C-720, process switchyards):
  - (1) safe shutdown,
  - (2) deactivation and stabilization,
  - (3) process systems disconnect (including all chemical, radiation and support utilities),
  - (4) removal of process equipment, process piping, and process-related electrical, except HVAC, structural and architectural features and non-process related electrical,
  - (5) decontamination of process equipment, process piping, and surplus materials and equipment,
  - (6) size reduction and packaging/loading of process equipment and piping, and
  - (7) recycling of process equipment, piping and scrap materials;
- (f) DOE MATERIAL STORAGE AREAS: decontamination, equipment handling, preparation for inspection, packaging, staging and disposition of materials and waste in DOE Material Storage Areas;
- (g) OTHER DOE-FUNDED WORK SCOPES, INCLUDING THOSE PREVIOUSLY PERFORMED BY USEC: If DOE funds work scope previously performed by USEC and/or other Site Contractors, and these scopes of work historically and traditionally have been performed by the bargaining unit represented workforce, then SSI will consult with the Union for the proper classification necessary to accomplish the work.
- (h) The exclusion of any work scopes above shall not preclude work from being considered within the scope of this CBA;

or any work that may be agreed to by the parties in the future and is assigned to SSI through DOE Contract No. DE-EM0003733, or amendments to such Contract, that such work will be subject to this CBA. SSI also agrees to review with the Local USW President and/or designee any proposals for scopes of work provided to SSI by DOE within thirty (30) days of being awarded the work. The reviews will include the scope proposed and the proposed method of accomplishment.

## **ARTICLE 3 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 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. PRE-CONTRACT INCIDENTS**

It is understood that no incident that 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 previous Contract shall be processed in accordance with such terms.

## **SECTION 4. UNION-COMPANY INTERFACE**

The Company agrees not to interfere with the right of employees to join or belong to the Union, and the Union agrees not to intimidate or coerce employees to join the Union. The Company further agrees not to discriminate against any employee on account of Union membership or Union activity, and the Union agrees neither to solicit for membership, collect Union funds, nor to engage in other Union activity on Company time unless specifically provided in this Contract; however, the Union may be granted up to two (2) hours for orientation of new members.

# **ARTICLE 4 UNION-COMPANY RELATIONSHIP**

## **SECTION 1. UNION MEMBERSHIP**

All employees within the Bargaining Unit who are members of the Union upon the execution of this Contract shall, as a condition of employment, maintain their membership to the extent of tendering the periodic dues uniformly required as a condition of retaining membership. All employees in the Bargaining Unit, who are not members of the USW upon execution of this Contract, will within thirty (30) days join the USW, and shall at all times thereafter maintain their membership in the USW as a condition of employment as set forth above. This Union Security Clause shall only be enforceable to the extent permissible by law.

## **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).

## **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 4.

## **SECTION 4. POLITICAL ACTION COMMITTEE**

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 5 CONTINUITY OF OPERATION**

### **SECTION 1. WORK INTERRUPTION**

There will be no strikes, lockouts, work stoppages, or secondary boycotts during the term of this Contract. The Union agrees to support the Company fully in maintaining operations.

### **SECTION 2. SECURITY MEASURES**

Every employee is required to comply with all protective security measures in effect. If this Contract or any part of this Contract violates security measures that currently are in effect or that may be put into effect later, negotiations will begin immediately to address the impact of the changes.

### **SECTION 3. RESTRICTED ACCESS SECURITY CLEARANCE**

If the DOE places an employee's security clearance on restricted access, the employee shall continue to work in his current classification, with a "Restricted Access" Security clearance, so long as there is productive work available, or until the DOE either removes the restricted access, or revokes the security clearance.

## **ARTICLE 6 RESPONSIBILITIES**

Subject to the Union rights as set forth in this Contract, SSI and its subcontractors shall continue to exercise its exclusive responsibility for the management of the Infrastructure Contract at the Paducah Plant Site, including the nondiscriminatory 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 CBA); the right to promote, demote, transfer, hire, rehire, discipline, or discharge; and to determine the job content and qualifications of employees; 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 Agreement, except that the Grievance Procedure and Arbitration Clause shall not preclude, nor preempt, 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 7 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 hours for straight day workers are from 7:00 a.m. to 3:30 p.m., Monday through Friday, with a thirty (30)-minute unpaid lunch period. No time will be deducted for lunch periods when an employee's scheduled unpaid lunch period is delayed under the following circumstances:
  - (1) The delay is ordered by the employee's first-line manager.
  - (2) The delay causes the employee's lunch period to start five (5) hours or more after his starting time.
  - (3) The minimum amount of time necessary will be taken to eat lunch, and in no case is to exceed thirty (30) minutes.
  - (4) Shift workers will be permitted to have a lunch period beginning no later than five (5) hours after the beginning of a shift.
- (d) 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.
- (e) Rules for the ten (10)-hour-day shift are as follows:
  - (1) The normal shift and schedule worked will be the 4-day, 10-hour shift, Monday-Thursday.
  - (2) Hours: 6:30 a.m. to 5:00 p.m.
  - (3) For the normal shift in (1) above, during weeks that contain a holiday, the following will occur:
    - a. On weeks when one (1) recognized holiday occurs, the following will apply:
      - i. If the holiday falls on a Monday, Tuesday, Wednesday, or Thursday, the holiday will be observed that specific day.
      - ii. If the holiday falls on a Friday or Saturday, the holiday will be observed on the preceding Thursday.

- iii. If the holiday falls on a Sunday, the holiday will be recognized on the following Monday.
  - iv. If the week contains two holidays and the holidays fall on Thursday and Friday, the holidays will be recognized on Wednesday and Thursday. If two holidays fall in another combination of regular scheduled off days, the holidays will be observed on the same days as the prime deactivation contractor on the site.
- b. Additional hours worked within the holiday week will be paid at the applicable overtime rate.
- c. Employees working the 10 hour shift will be paid for 10 hours on a holiday.
- (4) Rules for the alternate shift for the ten (10) hour day shift are as follows:
- a. The alternate shift and schedule worked will be the 4-day, 10-hour shift, Monday – Thursday and Tuesday – Friday;
  - b. The shift will be the 4-day rotating (Monday – Thursday and Tuesday – Friday). The Company will determine the number of personnel required within each labor classification to provide the necessary coverage to accomplish the work on each shift.
  - c. During weeks that contain a holiday, the following will occur:
  - d. On weeks when one (1) recognized holiday occurs, the following will apply:
    - i. If the holiday falls on a Monday, the Tuesday through Friday shift will observe the holiday on Tuesday. The Monday through Thursday shift will observe the holiday on Monday.
    - ii. If the holiday falls on a Friday, the Monday through Thursday shift will observe the holiday on Thursday. The Tuesday through Friday shift will observe the holiday on Friday.
    - iii. If the holiday falls on a Tuesday, Wednesday, or Thursday, the holiday will be observed on that specific day.
    - iv. If the week contains two holidays and the holidays fall on Thursday, Friday, and /or Saturday, the holidays will be recognized on Wednesday and Thursday for those working Monday through Thursday. For those working Tuesday through Friday, the holidays will be observed on Thursday and Friday. If the two holidays fall on Sunday and Monday, the holidays will be observed on Monday and Tuesday for those working Monday through Thursday. For those working Tuesday through Friday, the holidays will be observed on Tuesday and Wednesday.
  - v. Employees working the 10 hour shift will be paid for 10 hours on a holiday.
- (5) In no case will employees working the newly established 10-hour-shift schedule receive standard overtime or shift premium for hours worked in excess of eight (8) in a 24-hour

period. Employees will receive pay for holdover, call-in, and work in excess of forty (40) hours in a payroll week in accordance with the terms of this Contract.

- (6) An employee scheduled on a 10-hour shift who works a second day, in addition to their normal schedule within the payroll week, will be paid the seventh consecutive day at two (2) times the Straight Time Hourly Rate (STHR); however, the seventh-day provision will only apply to one day within the payroll week as follows:
    - a. In the event more than one day could be considered the seventh consecutive day, the day with the greatest number of hours worked (10 hours or more) will be the qualifying seventh day and all hours worked will be paid at two (2) times the STHR. If the qualifying seventh day is less than a 10-hour work day, provision (b) applies.
    - b. On the occasion when two days have qualified as the seventh consecutive day and neither of those days were 10 hours or more, hours worked on both days up to a total of 10 hours will be paid at two (2) times the STHR. Any additional overtime hours will be paid at one and one-half (1.5) times the STHR.
  - (7) Shift premium will be paid in accordance with Article 8 Section 2.
  - (8) Weekend premium will be paid in accordance with Article 8 Section 6.
  - (9) Meal allowance will be paid after twelve (12) hours of continuous and successive hours.
  - (10) Funeral leave allowance will be counted as 10-hour days for the number of days approved in Article 7 Section 15 Funeral Pay.
  - (11) Overtime will be distributed in accordance with overtime rules.
  - (12) 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 agreement that no employee will receive a windfall under the Contract by virtue of working a 10-hour rather than an 8-hour shift.
- (f) Rules for the twelve (12)-hour rotating shift are as follows:
- (1) Hours: 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m.
  - (2) Consists of two 40-hour, one 44-hour, and one 36-hour work weeks.
  - (3) In no case will employees working the newly established 12-hour-shift schedules receive standard overtime for hours worked in excess of eight in a 24-hour period. Employees will receive pay for holdover, call-in, and work in excess of 40 hours in a payroll week in accordance with the terms of the Contract.
  - (4) Employees receive four hours at the overtime rate once every three weeks when they work the scheduled 44-hour work week.

- (5) 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 7, 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 at two (2) times the STHR; however, the seventh day provision will only apply to one day within the payroll week as follows:
  - a. In the event more than one day could be considered the seventh consecutive day, the day with the greatest number of hours worked (12 hours or more) will be the qualifying seventh day, and all hours worked will be paid at two (2) times the 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 12 hours or more, hours worked on both days up to a total of 12 hours will be paid at two (2) times the STHR. Any additional overtime hours will be paid at one and one-half (1.5) times the STHR.
- (6) For working (twelve) 12 hours on a holiday, employee receives double time and one-half (2.5) for ten (10) of the hours and straight time for two (2) of the hours.
- (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 sixteen (16) hours pay at double time and a half.
- (8) Weekend premium will be paid for all hours worked on Saturday and Sunday.
- (9) Shift premium will be paid at sixty (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.
- (10) 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.
- (11) Meal allowance will be paid after fourteen (14) hours of continuous and successive hours.
- (12) 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.
- (13) Overtime will be distributed in accordance with overtime rules.
- (14) 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 agreement that no employee will receive a windfall under the Contract by virtue of working a 12-hour rather than an 8-hour shift.

## **SECTION 2. WORK SCHEDULE**

- (a) The provisions of this Contract shall not be considered as a guarantee by the Company of a minimum number or hours per day or per week or pay in lieu thereof, a limitation on the maximum hours per day or per week that may be required to meet operating conditions.
- (b) The Company may adjust the working schedule of employees in any group to meet operating requirements, and employees may be assigned regularly or temporarily to a schedule other than the normal hours. Plant seniority shift preference within a group will be granted annually to employees upon request. Such annual requests must be made no later than January 1, with any change resulting therefrom to be made not later than the week beginning after March 1.

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

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

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

## **SECTION 3. OVERTIME PREMIUM PAY**

One and one-half (1.5) times the STHR 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, excluding the unpaid lunch hour of a day worker, shall be paid two (2) times the STHR for all such continuous hours worked in excess of sixteen (16).

**NOTE:** Exceptions to the above are contained in the specific rules for the 10-hour day shift and the 12-hour rotating shift previously described in Article 7, Section 1, Paragraphs (e) and (f).

## **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 (1.5) times his regular rate as overtime pay for such work performed, whichever is greater.

## **SECTION 5. REPORTING PAY**

- (a) An employee who reports for work on his regular shift, without previously having been notified not to report, will be given at least four (4) hours work or, if no work is available, four (4) hours pay.
- (b) Employees have a duty to keep the Company informed of his/her current address; active employees shall notify the Company within seven (7) days of any change in address.

## **SECTION 6. OVERTIME DISTRIBUTION**

- (a) Overtime will be distributed in such a manner that each employee within an overtime group will receive his fair share. Employees will be limited to a maximum work schedule of twelve (12) hours in a twenty-four (24) hour period except in an emergency caused by conditions beyond the Company's control. An overtime spread of sixteen (16) hours between the low employee in the overtime group and the high employee will be considered a reasonable and fair distribution of overtime among employees in the group. In cases where an employee is more than sixteen (16) hours behind, he will be offered the first available hours to make up for the shortfall. Overtime work offered and refused will be counted as overtime worked. An employee may elect not to be called for overtime by informing his supervisor, however he will be charged when his name comes up to be asked. If no one is available for overtime the supervisor may elect to force beginning with the employee(s) who is at work in the classification who is next on the list to be forced. Such forced situations will be rotated among employees in the classification. A separate list will be kept for forced overtime.

A record of overtime will be kept up to date and posted in an accessible location to enable employees to review. The overtime rules shall continue to be used as a means to implement the fair distribution of overtime within an overtime group. An employee can be on only one overtime list at a time.

In overtime situations where an employee is bypassed improperly for overtime in violation of the Contract, the employee will be compensated by awarding him pay for the hours bypassed at the applicable rate. The overtime list will then be adjusted to reflect this award.

Alternate lists will be provided, and time permitting, will be polled prior to a compulsory assignment. If the Company is unable to obtain the necessary manpower following the poll of the alternate lists and compulsory assignment for any snow and ice event, then the Company will consult with the Union President, or designee, before the use of other sources to ensure adequate staffing. The Company agrees to meet with the Union to discuss and seek resolution of difficulties that may exist in the administration of overtime distribution. These meetings between Company management and the appropriate Union officials will be held on a semiannual basis.

- (b) Sleeping accommodations will be provided for these employees held over on compulsory overtime assignments and who are without transportation.
- (c) Employees held over past their scheduled quitting time will be provided with a minimum of four (4) hours of work, except in those instances where tardy relief is the cause of the holdover. However, an employee may be requested to leave after two (2) hours, and if the employee agrees, will be paid for the hours actually worked. When necessary, an employee on tardy relief will be furnished transportation home within a reasonable time.

## SECTION 7. MEAL ALLOWANCE AND ALLOTTED MEAL TIME

- (a) An employee who is required to work overtime and who works ten (10) or more continuous and successive hours (excluding the noon lunch period of a day worker) will be paid a meal allowance of seven dollars (\$7.00), 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.

**NOTE:** Exceptions to the above are contained in the specific rules for the 10-hour day shift and the 12-hour rotating shift previously described in Section 1, Paragraphs (e) and (f).

- (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 will in no case exceed thirty (30) minutes.

## SECTION 8. HOLIDAYS

- (a) The following are recognized holidays: (1) New Year's Day, (2) Martin Luther King, Jr.'s Birthday, (3) Good Friday, (4) Memorial Day (the last Monday in May), (5) Independence Day, (6) Labor Day, (7) Thanksgiving Day, (8) the day following Thanksgiving Day, (9) Christmas Eve, and (10) Christmas Day. 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 work day shall be recognized as the holiday except that where Thanksgiving Day or Christmas Eve falls on an employee's scheduled off day, it will be recognized on the first preceding scheduled work day.

If the prime deactivation contractor changes the above holidays, the Company and the Union will meet and negotiate concerning a possible change in the current holidays currently provided above, pending approval of the Department of Energy (DOE).

- (b) A rate of two and one-half (2.5) times the STHR shall be paid for all hours worked on the ten (10) recognized holidays.
- (c) Employees will be paid for recognized holidays not worked an amount equivalent to ten (10) times the employees' STHR, subject to the following conditions:
- (1) Such pay shall be made to the employee only if the recognized holiday normally would have been worked by the employee 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 PTO and that employee would otherwise have been scheduled to work on that day had it not been a holiday, such employee shall receive ten (10) hours pay at his STHR in addition to his PTO 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 PTO. 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 (7th) consecutive day worked in any payroll week.

**NOTE:** Special rules for the seventh (7th) consecutive day paid are contained in the rules for the 10-hour day shift and the 12-hour rotating shift previously described in Article 7, Section 1, Paragraphs (e) and (f).

## **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 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 manager and 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 work days actually spent in court is counted in calculating payment. Employees who would be working their regularly scheduled shift were they not on jury duty, who are not called at the opening of court for actual jury duty, and who are excused for the remainder of the day shall report to work within a reasonable time after being excused. An employee will not be required to change shifts because of jury duty.

## **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 7, each of the holidays in Section 8, which ordinarily would have been worked; hours compensated for at time and one-half (1.5) under Article 7, 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, PTO, 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 STHR for any or all of three (3) regularly scheduled workdays during the period beginning with the day of death and ending with the day after such funeral. 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 STHR for any or all four (4) regularly scheduled work days during the period beginning with the day of death and ending with the second day after such funeral.
- (b) For the purpose of this section, the term "a member of his immediate family" shall be defined as, and limited to, the following: spouse, children, parents, grandparents, great grandparents, grandchildren, stepparents, brother, sister, stepbrother, stepsister, parents-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and step-children; and grandparents, great grandparents, and step-grandparents of the spouse of the employee.
- (c) If a death occurs in an employee's immediate family while he is on PTO, he should promptly notify his manager. The employee will be permitted to cancel only those whole days of PTO remaining after notification to his manager, providing he qualifies for funeral pay for those days under this section.

## **ARTICLE 8 WAGES**

### **SECTION 1. EFFECTIVE DATES**

- (a) Appendix A contains the wage rates and effective dates for all Groups and Employee Classifications.
- (b) All employees will receive their weekly payroll payment by Direct Deposit effective with the first payroll check two months after this Agreement is ratified. Employees may use either the bank of their choice or a credit union for their weekly deposits. Employees must provide a voided check or deposit slip with necessary institution routing and account numbers to Human Resources not later than one month after ratification of this Agreement.

### **SECTION 2. SHIFT PREMIUM PROVISIONS**

An employee shall receive a shift premium of fifty-five (55) cents per hour for work performed on the evening shift (3:30 p.m. to 11:30 p.m.) and a shift premium of eighty-five (85) cents per hour for work performed on the midnight shift (11:30 p.m. to 7:30 a.m.), except that no shift premium shall be paid to day shift employees.

### **SECTION 3. NONDISCRIMINATION BECAUSE OF GENDER**

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

### **SECTION 4. PERMANENT TRANSFERS**

When an employee is transferred permanently to a job paying a higher rate, he shall immediately receive the higher rate of pay.

### **SECTION 5. TEMPORARY RECLASSIFICATION**

- (a) An employee who at the request of the Company is temporarily required to do the work in a classification other than his own shall suffer no reduction in his rate of pay.
- (b) When an employee is assigned temporarily to a job in a higher classification and performs the core work of the higher classification, the temporary reclassification and rate will be made effective for all hours worked on the first day that an employee performs work in the higher classification. The minimum amount of time that an employee can be temporarily reassigned is two (2) hours. When assigned to the new classification, the employee will be paid the top rate of the new classification. The Company will not use this language to reduce employees from their current classifications into a lower classification and then subsequently temporarily reclassify the employee back to their current classification on a recurring basis and in no instance will it be in excess of 30 days in a year.

### **SECTION 6. SATURDAY AND SUNDAY PAY**

An employee who works Saturday and/or Sunday as part of his normal workweek will receive an additional fifty-five (55) cents per hour for such hours worked on Saturday and an additional eighty-five (85) cents per hour for such hours worked on Sunday. In no case shall such payment be applied to hours paid for at overtime, holiday, or premium rates.

### **SECTION 7. SHIFT TURNOVER**

Employees required to perform a shift turnover will be paid two times the straight time hourly rate for each twenty-four (24) minute shift turnover completed.

## **ARTICLE 9 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:

<b><u>Company Service Credit</u></b>	<b><u>Allowance</u></b>
Under 12 weeks	No allowance
12 weeks to 1 year	Same proportion of 1 week's pay as completed months of service are of 12 months

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

**SECTION 2. LAYOFF ALLOWANCE – REHIRES**

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

**SECTION 3. LAYOFF ALLOWANCE – RETIREMENT**

A layoff allowance applicable to retirement terminations will be paid in accordance with the Table in Section 1 of this Article for Company Service Credit as of 01/01/1967. Retirement layoff allowance will not be applicable to any new employee or for Company Service Credit of present employees accrued after 01/01/1967.

**SECTION 4. 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 10 DISABILITY PAY**

**SECTION 1. SHORT-TERM DISABILITY PLAN**

An employee disabled and unable to work due to illness or non-occupational injury will be paid as follows: 100% of his basic straight-time hourly rate for the first 16 weeks of disability and 80% of his basic straight-time hourly rate for the next 10 weeks of disability in accordance with the terms and conditions of the Short-Term Disability (STD) Plan. Effective 12/1/16, employee will be paid 65% of his basic straight-time hourly rate for the first 26 weeks of disability in accordance with the terms and conditions of the Short-Term Disability (STD) Plan.

<b>Company Service Credit</b>	<b>Maximum Number of Months of Payment per STD Absence</b>
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
at least 6 or more months	6

## **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 that is contained in the "Swift & Staley Team Employee Handbook." Such Employee's Handbook is to be considered a part of this collective bargaining agreement as referred to in Section 1 above and will be paid, if he is totally and permanently disabled as defined in the above-referenced handbook, 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 above-referenced handbook 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 fees and expenses of the third physician shall be shared equally by the Company and the Union.

## **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 the third consecutive calendar day during which the employee is not under treatment by a licensed practicing physician, or
  - (3) Any disability caused directly or indirectly by war declared or undeclared, or
  - (4) Any intentionally self-inflicted injury, or
  - (5) Any disability resulting from commission of a felony, or
  - (6) Any disability due to willful misconduct, violation of plant rules, or refusal to use safety appliances.
- (b) Effective 12/01/2016, the Company's obligation to make disability payments does not start until the eighth calendar day of the employee's disability.

- (c) Payments under these plans will be made only to employees whose absence is due to non-occupational disability and will not be paid to employees who are absent for other reasons.
- (d) 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 illness or injury. Under normal circumstances, a doctor's certification will not be requested by the Company during the first three consecutive calendar days of the absence. However, certification may be requested by the Company for any or all of the first three days if the Company has reason to question the absence.
- (e) 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.
- (f) Payments are applicable only for the normal workweek and normal work day. If 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.
- (g) It is recognized by the Union that the Company has a continuing interest in reducing absenteeism, no matter what the cause.
- (h) An employee on short term disability may sell all or a part of his earned PTO.
- (i) If an employee's disability spans two separate years, the employee will be entitled to his new year's PTO upon his return.
- (j) A general wage increase will be applied, when effective, to employees on short-term disability leave as defined in Article 10, Section 1. A general wage increase will not apply to employees on long-term disability as defined in Article 10, Section 2. If an employee returns to work from a long-term disability absence, however, he will receive the appropriate rate then in effect under the wage schedule of Appendix A.
- (k) All employees returning to work from an injury or illness may be required to be examined by the Company's occupational health care provider prior to being released to return to work safely. The occupational health care provider may only use the elements of a physical capacity test relative to the employee's specific injury or illness if needed to make a determination for an employee safely returning to work after illness or injury. If there is a disagreement between the employee's physician and the Company's occupational health care provider as to the employee's ability to return to work: (1) the Company's occupational health care provider will discuss the employees readiness to return to work with the employee's physician, (2) If there is still a disagreement the employee will be evaluated by a physician in the relevant specialty, selected by mutual agreement between the Company and USW, (3) This determination made by the specialty physician will be final and binding on both parties, (4) The Company will pay for this independent examination by the specialty physician and travel costs associated with the examination.

#### **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 also is agreed that any and all medical questions in dispute shall be determined solely by the Insurance Company, 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**

After an employee exhausts twenty-six weeks of short-term disability benefit coverage and eighteen months of long-term disability coverage, the Company will terminate their employment. All benefits and provisions of Article 10-Disability Pay will be applicable during the twenty-four month period. 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 11 LEAVES OF ABSENCE**

**SECTION 1. LEAVE OF ABSENCE FOR BARGAINING UNIT MEMBER**

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. The number of employee's granted such leaves of absence may not exceed six (6) per thousand (1000) employees at any time.
- (b) An employee certified by the Union to be a full-time Union official shall be granted not more than one (1) thirty (30)-day leave of absence in any calendar year renewable only in increments of two (2) years if an official elects to accept a full-time assignment with the Union. Such leaves shall be granted only at such times as will not interfere with operations. The Company will give advance notice of the expiration of the long-term [two (2) years] leave.

- (c) An employee granted such leave of absence must return all security identification issued to him.

### **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 classification group 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. HEALTH CARE PLAN**

The Hospitalization and Surgical Plan 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 Insurance Contract permit provided that he pays the full premium at least monthly in advance.

### **SECTION 6. FAMILY MEDICAL LEAVE ACT (FMLA)**

The Company will comply with the Family and Medical Leave Act (FMLA).

## **ARTICLE 12 PAID TIME OFF**

(Paid Time Off "PTO" is inclusive of vacation and sick time.)

### **SECTION 1. PAID TIME OFF ELIGIBILITY**

An employee must complete one (1) year of Company Service Credit to obtain initial eligibility of one hundred and twenty (120) hours of PTO. However, sixty (60) hours of this initial PTO may be taken after completion of six (6) months of Company Service Credit.

- (a) During calendar years in which an employee completes from two (2) through four (4) years of Company Service Credit, he shall receive one hundred and twenty (120) hours PTO.
- (b) During calendar years in which an employee completes from five (5) through nine (9) years of Company Service Credit, the employee shall receive one hundred and sixty (160) hours of PTO.
- (c) During calendar years in which an employee completes from ten (10) through nineteen (19) years of Company Service Credit, the employee shall receive two hundred and forty (240) hours of PTO.
- (d) During calendar years in which an employee completes twenty (20) or more years of Company Service Credit, the employee shall receive two hundred and eighty (280) hours of PTO.

## SECTION 2. PAID TIME OFF REGULATIONS

- (a) The PTO provisions are not applicable to part-time, intermittent, or temporary employees.
  - (b) PTO will be for the full calendar year.
  - (c) An employee must complete the minimum Company Service Credit noted in Article 12 before PTO eligibility begins.
  - (d) PTO payments will be calculated based on an employee's straight-time hourly rate, plus any applicable shift differential in effect at the time the PTO is used.
  - (e) An employee who leaves the Company for any reason will be paid for any accrued PTO provided the minimum eligibility requirements were met. In case of death, survivors of the employee will receive pay for any accrued PTO.
  - (f) PTO may be taken at a minimum of one (1)-hour increments.
  - (g) The front line supervisor will have absolute discretion to approve or disapprove a PTO request. Under normal circumstances, PTO requests should be scheduled in advance and will be granted unless operational needs are adversely impacted.
  - (h) If an employee is recalled following an involuntary reduction in force (layoff) from SSI and has completed the minimum eligibility requirements for PTO, then the PTO will be reinstated without a waiting period. After ratification of this Agreement, an employee recalled following an involuntary reduction in force (layoff) that is on the Site wide recall list (but not laid off from SSI), will be given PTO as follows:
    - (1) When hired, they will have their PTO pro-rated based on full months employed during the calendar year they were hired and their company service credit at the time of hire. For the purpose of this Section, full months will be defined as fifteen (15) or more days in the month. The formula for calculating the prorated portion will be the number of full months employed divided by twelve (12), multiplied by the PTO amount per Section 1 and prior company service credit. The employee will not be allowed to take the pro-rated PTO until they complete their 720 hour probationary period. Should employment be terminated, by voluntary or involuntary means, before completing their 720 hour probationary period, the Company will not be obligated to pay the employee the PTO amount in this number 1.
    - (2) The employee will be given their full complement of PTO based on their company service credit on January 1 of the year following their year of hire, however, they will not be able to use the PTO until six (6) months after their hire date. Should employment be terminated, by voluntary or involuntary means, before completing the six (6) month period, the Company will not be obligated to pay the employee the PTO in this number 2.
- PTO will not be duplicated within the same calendar year.
- (i) PTO will not be affected by a disability absence.
  - (j) The maximum amount of PTO that a USW member can have at any point in time is four hundred (400) hours.

- (k) The maximum amount of PTO that can be taken in any calendar year is four hundred (400) hours.
- (l) An employee who takes a leave of absence will be treated for PTO 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 PTO due until after his return to work.
- (m) If a designated holiday occurs during an employee's PTO, and that employee would otherwise have been scheduled to work on that holiday, the employee shall receive eight (8) hours of straight-time pay in addition to his PTO.
- (n) An employee with one (1) year or more 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 PTO as set forth in the PTO regulations, shall have a vested right on that day to such PTO 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.
- (o) Except as provided for under Section 3 below, it is the intent of the Company to allow PTO whenever possible rather than to grant pay-in-lieu of PTO.
- (p) Special holiday rules concerning the 10-hour day shift are located in Article 7, Section 1, Paragraph (e) (4).
- (q) Plant seniority will be used for scheduling PTO.
- (r) PTO scheduling will be per PTO rules.

### **SECTION 3. PAY IN LIEU OF PAID TIME OFF**

- (a) During calendar years in which an employee completes ten (10) years of Company Service, the employee has the option of electing eighty (80) hours of pay in lieu of PTO.
- (b) Pay in lieu of PTO will be paid concurrently with any full week of PTO, but shall not be divided into units of less than forty (40) hours.
- (c) Pay in lieu of PTO shall not be used in the calculation of compensation for other benefit plan purposes or any overtime or other premium payments.
- (d) PTO carried forward is not subject to payment in lieu of PTO except in the case of termination.

## **ARTICLE 13 SENIORITY**

### **SECTION 1. DEFINITIONS**

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

- (b) An employee is said to be laid off when he leaves a job classification because of an involuntary reduction in force. An employee who accepts a Voluntary Reduction in Force (VRIF) will not be considered as having been laid off under the terms of this Contract.
- (c) The recall list is that list on which an employee will be placed at the time he is laid off from a specific job classification. Recall is only allowable to the job classification and employer that the employee was displaced from.
- (d) An employee can only be carried on one (1) recall list at a time.
- (e) Bumping rights shall only apply to employees of SSI and their subcontractors. Bumping rights are not portable to other employers on the plant Site.

## **SECTION 2. SENIORITY PROVISIONS**

- (a) Plant seniority is based on the total length of recognized USW Local 550 (or its predecessor organizations) service of an employee. The seniority of each employee is his position relative to other employees.
- (b) Group seniority is administered within the job classification groups outlined in Appendix B.
- (c) A new employee shall be considered a probationary employee for the first 720 hours of performed work, excluding PTO, holiday pay, and personal absence without pay, and at the end of that period, if he is retained, his name will be placed on the Seniority List and his seniority shall date from the date of hire. A probationary employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company.
- (d) An employee will lose his seniority when he is discharged, when he resigns, or when he is on the recall listing and declines or fails to report within five (5) days or make satisfactory arrangements when offered employment in the job classification from which he was laid off.
- (e) If recalled, a former employee who is on the recall listing shall continue to accumulate seniority up to four (4) consecutive years from his layoff date. If a former employee is not recalled within four (4) consecutive years from the date of layoff, his seniority will be recognized as the amount he had on the date of his last layoff. An employee who is not recalled within four (4) consecutive years from the date of layoff will lose his recall rights. All candidates will go through the pre-employment screening process which includes a background check, pre-employment physical, physical capacity test, [per Article 10, Section 3(k)] and drug screen.
- (f) Employees will retain and accumulate seniority during periods of excused absence or leave of absence.
  - (1) When an employee enters a job classification group by transfer from another group, he will acquire group seniority in the group which he has entered.
  - (2) If more than one (1) employee is transferred into a new job classification on the same day, they will be placed on the seniority list in the new job classification according to their bargaining unit seniority.

### **SECTION 3. REDUCTION IN FORCE**

- (a) When a reduction in force is to be made in any job classification within a job classification group, the employee having the least amount of group seniority in the job classification shall be the first to be laid off. Any employee thus scheduled to be laid off may exercise his bumping rights under the terms of this agreement. When a reduction in force is scheduled, SSI will provide a four (4) weeks' notice if known. If not known four (4) weeks before the reduction, in no event will less than a two (2) weeks' notice be given to the Local Union President.
- (b) Bumping shall be administered in the following manner: An employee being laid off shall, if his seniority allows, displace ("bump") the least senior employee among SSI or its subcontractors in the same job classification the employee was displaced from. If the employee's seniority is not sufficient to accomplish this, the employee must then look to bump into a job classification with an equal rate of pay if the bumping employee is qualified to perform the job. If the employee's seniority is not sufficient to accomplish this, then the employee must bump into a job classification with a lower rate of pay. The lower-pay-rated job classifications will be looked at in descending order until a job classification is determined in which the employee has sufficient plant seniority to bump into. The employee will then displace the least senior employee within that job classification or job classification group if the bumping employee is qualified to perform the job.
- (c) When a reduction in force is to be made in any job classification, the following employee in that job classification group may be retained irrespective of seniority. A physically handicapped employee who by reason of occupational injury while employed by the Company merits special consideration.

### **SECTION 4. FILLING VACANCIES**

Vacancies will be filled according to terms outlined below for positions covered under this CBA. The USW will maintain a Site-wide recall list by Site seniority of all laid off USW represented employees who are eligible for recall. Company and Union representatives will jointly contact USW represented employees who are on the USW site-wide recall list, and request an affirmation of the employee's interest in filling vacancies. The contacted employee will have forty-eight hours to respond (excluding holidays), and the calls will be made on either Monday or Tuesday, documented for the Company and Union and a record maintained for reference.

- (a) Positions will be filled in the following order:
  - (1) Recall:  
Those qualified USW Local 550 represented employees who are on the recall list in the same job classification as the vacancy exists and were involuntarily laid off from SSI, at Paducah, in order of seniority. SSI will maintain a recall list by seniority of all SSI laid off USW Local 550 represented employees covered under this Paragraph.
  - (2) Job Bid:
    - a. Job bid opportunities are limited to employees of SSI, at Paducah, and will be awarded to the most senior qualified bidder from within a lower job classification.

- b. Job bids will be posted on the bulletin boards specifying job titles, general qualifications, rates of pay, and hours of work. All new jobs and vacancies will be posted and a copy furnished to the Union. Postings will be for a minimum of seven (7) calendar days and will span opportunity for viewing in two (2) different weeks to maximize employee viewing of the open position (s).
- c. Only qualified individuals, as determined by the Company using the current Company job qualifications, will be offered the opportunity to fill the open position.
- d. An employee selected to fill a new job or vacancy will be given reasonable time, not more than twelve (12) weeks, with proper instructions to learn the job before final decision is made of his ability to handle the job.
- e. If it develops before the end of the twelve (12) week period that he is not capable of handling the new job, he shall be entitled to return to his former job with his former status.
- f. When an employee is selected and accepts a job bid and the employee is not released within thirty (30) calendar days from the date of his acceptance, the bidder will then be reclassified, paid the new rate, and given a new group seniority date. However, in no case shall a new hire be placed on the seniority list ahead of a successful bidder or a non-union employee who has expressed interest in that particular job bid and has been selected for the job.

(3) Job Openings:

- a. Those qualified USW Local 550 represented employees in classifications other than the one the vacancy exists in, who have been notified of lay off with SSI or is on the recall list, at Paducah, in order of seniority. SSI will maintain a recall list by seniority of all laid off USW Local 550 represented employees covered by this Paragraph.
- b. Those qualified USW Local 550 represented employees laid off or notified of lay off from USEC, LSRS, or LSRS subcontractors (or D & D Contractor) at Paducah, Fluor, or Fluor subcontractors (if represented by the USW) (or Deactivation Contractor) at Paducah, BWXT (or DUF-6 Contractor) at Paducah, or who are covered under Section 3161 of the FY 93 Defense Authorization Act as defined in the USEC Privatization Act of 1996, in order of seniority.
- c. Those qualified non-USW Local 550 represented employees, laid off from USEC, LSRS, BWXT, or Fluor, or subcontractors, who are covered under Section 3161 of the FY 93 Defense Authorization Act as defined in the USEC Privatization Act of 1996.
- d. Those qualified USW represented employees laid off at Portsmouth and who are covered under Section 3161 of the FY 93 Defense Authorization Act.
- e. Those qualified employees laid off at other Department of Energy facilities and who are covered under Section 3161 of the FY 93 Defense Authorization Act.

- (4) Prior to filling vacancies, SSI shall consult with the USW Local 550 concerning the availability of employees on the USEC, LSRS, or LSRS subcontractors (or D & D Contractor) at Paducah, Fluor, or Fluor subcontractors (if represented by the USW) (or Deactivation Contractor) at Paducah, BWXT (or DUF-6 Contractor) at Paducah, recall

list, and those eligible under Section 3161 of the FY 93 Defense Authorization Act. In filling vacancies SSI shall provide a right of first refusal in order of seniority for available work within the classification for which the displaced employee can qualify. If no qualified employees can be obtained in a timely manner from (a)–(c) above, SSI may hire qualified employees from any source.

## **SECTION 5. TRANSFERS OUTSIDE THE 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 plant seniority.

## **SECTION 6. NO PERMANENT TRANSFER OF WORK**

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

# **ARTICLE 14 GRIEVANCE PROCEDURE**

## **SECTION 1. REPRESENTATION**

- (a) The Company will recognize the following number of properly certified Union representatives at the Paducah Site for the purpose of representing employees in the manner as specified in this Grievance Procedure:
  - One (1) Committee person from each employer, with the local President as Chairperson, shall constitute the Grievance Committee.
  - The Union will be entitled to appoint Stewards/Committee-persons from among the employees working for SSI and/or any SSI subcontractors Stewards/Committeepersons employed by one contractor shall not represent employees of another contractor, except that the President of the Local Union (or his designated representative), along with other appropriate officers, shall at all times retain the right to represent employees. The number of Stewards/Committee-persons shall be reasonable and sufficient to represent SSI and/or SSI subcontractor employees.
- (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 areas, 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 areas. 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 efficient operation.

## **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/ Committeeperson. In such case, every effort will be made to provide a Steward/Committeeperson as soon as reasonably possible unless the issue occurs near the end of the shift and time will not permit. Unless a settlement is reached within four (4) days (the Steward/Committeeman will receive the answer), such grievance may be presented by the Steward/ Committeeperson in writing 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/ Committeeperson within four(4) work days of presentation.

### **Second Step**

A grievance not settled satisfactorily in the First Step may be appealed by the Steward/Committeeperson with a copy of the written grievance and a written statement of the reasons for the appeal to the Human Resources Manager.

On Tuesday, or as agreed to, the Human Resources Manager or his designated representative will hear any accumulated grievances appealed in writing to this Step at least twenty-four (24) hours prior to the meeting. The Human Resources Manager will consider such grievances and give a written answer within four (4) work days. This meeting may be attended by other Company representatives, including the immediate first-line manager of the employee and the Steward/Committeeperson from the respective area wherein the grievance originated.

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

### **Third Step**

Grievances not settled satisfactorily in the Second Step may be appealed by the Chairperson of the Grievance Committee, or his designated employee representative, to the Project Manager, or his designated representative, through the Human Resources Manager with a brief written statement of the reasons for the appeal.

On Thursday, or as agreed to, the Project 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 appropriate Committeeperson, 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 on a non-precedent setting basis 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 grievance will be considered settled per the terms requested by the Union in the settlement of the grievance on a non-precedent setting basis.

### **SECTION 5. CALCULATION OF TIME**

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

### **SECTION 6. CERTIFICATION OF UNION OFFICERS**

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

This appointee shall act in this capacity when the regular Steward/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 15 ARBITRATION**

### **SECTION 1. ARBITRATION RIGHT**

If a grievance is not satisfactorily settled by the procedure outlined in Article 14, the grievance may be submitted to arbitration if it involves the interpretation or application of the Contract.

### **SECTION 2. APPEAL TO ARBITRATION AND THE AUTHORITY OF THE ARBITRATOR**

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. If the union does not request a panel on a grievance within the time limits or request an extension, it will be withdrawn without precedent or practice.

### **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. Where the arbitration proceedings involve discussion of classified information, the arbitrator shall be cleared by the Government Agency having jurisdiction if the Agency feels that such clearance is required. Up to two (2) arbitration cases may be arbitrated at one time using the same Arbitrator.

### **SECTION 4. WITNESSES**

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

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

Arbitration cases will be requested to be heard within ninety (90) days after an arbitrator has been selected. It is agreed that the parties will jointly request the rendering of a decision within thirty (30) days after briefs have been filed. Unless an extension is mutually agreed upon by both parties, briefs shall be filed within thirty (30) calendar days after the hearing is concluded.

## **ARTICLE 16 MISCELLANEOUS**

### **SECTION 1. NON-BARGAINING UNIT PERSONNEL PERFORMING BARGAINING UNIT 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. ZERO ACCIDENT COUNCIL**

One (1) USW employee from the Company and each of its subcontractors will be designated by the Union as a representative to attend the Zero Accident Council meeting and the STOP Committee meeting in order to represent the Union's interest. Also privileged to attend these meetings will be the Union's environment, safety, and health representative and the President of the Local Union or his designated representative.

The Company will see that these individuals are provided adequate information concerning accident investigation reports and recommendations for accident-prevention actions to enable the members to make knowledgeable recommendations for the disposition of proposed safety actions.

The Company will also, on request, make arrangements for the appropriate individuals to visit the scene of any disabling or other serious accident so that they may have a better understanding of its cause. In the same manner, the Company will arrange for appropriate individuals to see, firsthand, conditions at the Site which are alleged by an employee to be unsafe and/or detrimental to health. If an accident investigation committee is formed to investigate an accident involving a Bargaining Unit employee, the Union will designate as the Union's representative a Bargaining Unit employee who normally works in the area in which the accident occurred.

The Company will discuss the results of the accident investigation of any disabling or other serious accident with the Committee within three (3) days of completion of the investigation. Accidents of less severity will be discussed at the next appropriate meeting.

The Company will pay one (1) delegate selected by the Union to attend the Governor's Health and Safety Conference. A maximum of eight (8) hours straight-time pay will be allowed for each of the three (3) days.

Meetings will be held at least monthly, and if conditions warrant, more often.

## **SECTION 3. HEALTH AND SAFETY- SAFETY-RELATED EQUIPMENT**

- (a) 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 legal representatives access to information related to occupational injuries and illnesses, industrial hygiene data, radiological monitoring, accident and incident reporting, and other information deemed necessary for the prevention and early detection of work-related injuries or disease only as allowed by law, regulations, and the U S Department of Energy (DOE).
- (b) The Company shall provide a workplace free from recognized hazards. To accomplish this objective, the Company shall operate in compliance with DOE health and safety orders, regulations, and directives and adopt and follow the principles of ALARA (As Low as Reasonably Achievable) regarding radiation exposure. Upon receipt of a request made by an individual employee or a Union-designated safety representative, the Company shall conduct

additional monitoring and sampling only as deemed mutually acceptable and reasonable and within the bounds of the law, regulations, DOE orders, etc. Such sampling that is deemed excessive and unsubstantiated may be performed, but at a cost to the requestor.

- (c) No employees shall be discharged, disciplined, or suffer reprisal for reporting health and safety concerns to the Company, DOE, or experts or agencies with jurisdiction over the health, safety, and the environment; nor shall any employee be discharged, disciplined, or suffer reprisal for refusing to perform an unsafe act.
- (d) The Union and Company commit to the utilization of a safety program that is not behavioral-based unless mandated by DOE, with worker involvement in pre-job planning and application of the appropriate safety requirements to jobs before they begin. The Company will commit, consistent with DOE orders and regulations, to design and modify equipment to limit exposures to hazardous materials by maximizing the use of engineering controls.
- (e) The Company agrees to the creation of a Safety Committee that shall be tasked with providing suggestions and information to aid in developing and administering those safety programs and initiatives which will help cultivate a "Safety Conscious Workforce and Environment" for SSI activities and work areas. This committee will have active worker and management (including a minimum of two Union representatives; one of which would be the Environment, Safety, and Health "ES&H" representative) participation in Hazard Analysis, accident investigations, and corrective action plans as appropriate and timely. Meetings will be held at least quarterly to accomplish the aforementioned tasks.
- (f) The Company shall provide, without cost to employees, (1) safety glasses (including Respirator glasses as required); (2) a \$225 annual allowance for safety-related shoes to be provided in January of each year; (3) coveralls and appropriate modesty garments; (4) winter coats and gloves; (5) anti-contamination clothing; and (6) hard hat. Employees shall be required to wear personal protective equipment in areas of the facility where designated by the Company and to maintain a serviceable pair of shoes to wear on the plant Site. If the Company determines that an employee's safety shoes are unserviceable because of contamination or damage due to a job-related incident, the Company will reimburse the costs of a replacement pair of safety shoes (a receipt must be provided and notwithstanding the \$225 limitation set forth above). This allowance will be less any required taxes and will be issued on a separate check. (NOTE: The Company will specify the type of shoe that is acceptable.)

#### **SECTION 4. UNION POSTINGS**

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

#### **SECTION 5. NON-DISCRIMINATION**

There shall be no discrimination because of race, color, creed, national origin, sex, or religious beliefs. 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 6. COVERALLS**

The Company agrees to make coveralls 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 [two (2) hours or more per day] during the winter months. Insulated coveralls and gloves will be issued upon approval of appropriate first-line manager.

## **SECTION 7. DISCIPLINARY ACTION**

Reprimands antedating a period of twelve (12) months on the active payroll, during which time no reprimand has been received, will be removed from the employee's record. Suspensions antedating a period of twenty-four (24) months on the active payroll, during which time no reprimand has been received, will be removed from the employee's record.

## **SECTION 8. EMPLOYEES TELEPHONED AT HOME**

Employees who are telephoned while at home and requested to provide information about plant operations will be paid an inconvenience allowance equal to the employee's straight time hourly rate for the duration of the telephone call, but in no event less than one tenth of one hour. This payment shall not be counted as hours of work in the computation of overtime or premium pay.

## **SECTION 9. COMMERCIAL DRIVERS LICENSE (CDL)**

A twenty-five (25) cent per hour premium will be paid for all Truck Drivers who have a CDL.

## **SECTION 10. ES&H REPRESENTATIVE**

The Union will be allowed one Union representative, designated as the ES&H representative, who will be released from work as needed to perform their duties. An employee who is duly certified and designated as an ES&H representative shall report to and obtain permission from their first-line manager whenever it becomes necessary to leave their work area for the purpose of addressing issues. He/she shall inform their first-line manager of the intended destination and itinerary and report back to their first-line manager when they return.

## **SECTION 11. WORKPLACE SUBSTANCE ABUSE PROGRAM (WSAP)**

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, random drug testing will be performed only in Testing Designated Positions (TDP) as determined by DOE.
- (3) Bargaining Unit employees testing positive under this program will be allowed the opportunity for rehabilitation as outlined in the program for the first positive test.
- (4) 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.

## **SECTION 12. UNION BENEFITS REPRESENTATIVE**

The Union will be allowed one Union representative, designated as the Benefits Representative, who will be released from work on an as-needed-basis to perform their duties. The Union agrees to combine this position with the Union's Steward position. Should the circumstances change with regard to the Company's human resources assistance with benefits, the Company and the Union will meet and discuss if there is a need to have a separate position for the Benefits Representative. An employee who is duly certified and designated as a Benefits Representative shall report to and obtain permission from their first-line manager whenever it becomes necessary to leave their work area for the purpose of addressing issues. He/she shall inform their first-line manager of the intended destination and itinerary and report back to their first-line manager when they return.

## **SECTION 13. TEMPORARY WORKFORCE**

The Company may use subcontractors for new construction if they so desire.

When there is temporary work covered under Current Scope of Work and/or Future Work covered in Article 2 that cannot be done by the active or laid off Bargaining Unit employees, the Company will use the following procedure to complete the work. "Temporary" will be considered 120 continuous calendar days or less, subject to (d) below.

- a) After the Company determines the number of employees required in each job classification, the Company will recall all employees who are laid off from the Company who are qualified to perform the work. All of the CBA will apply to the employees who are recalled.
- b) If temporary employees are needed, the Company will contact the Union with the number of employees required in each classification. The Union will have forty-eight (48) hours to provide the Company the names of qualified individuals. If the Union is providing individuals that are not on the Union's Site-wide recall list, they will provide the Company with an additional three (3) individuals above the number requested.
- c) Individuals will be considered qualified if they would qualify for a job bid into the classification under the CBA.
- d) The Company will provide the Union with the start date of the work and the expected end date. Should the work not be completed by the Company provided end date, the Company will request an extension. The Union will grant the Company an extension of up to sixty (60) continuous calendar days if circumstances existed that caused the work to last longer than expected due to conditions that were beyond the Company's control. Any further extension will only be granted with union concurrence.
- e) The Company will not be able to deny an employee work supplied by the Union unless the employee does not qualify for the job classification or he does not qualify under f) 2) below.
- f) Individuals who are furnished in b and c above will be subject to the following:
  - 1) He will not be added to the seniority list.
  - 2) All individuals will be required to undergo the standard pre-employment physical, the physical capacity test, background check, and drug screen. Individuals not on the SSI or the Site-wide recall list will also have to go through an interview.

- 3) The Company may request the Union to provide a list of additional workers to have a pool of personnel that have been advanced screened for quick employment opportunities (advance screening will include the interview and qualification determination and will be valid for not more than 60 continuous calendar days).
  - 4) The employee will not receive benefits outlined in the CBA.
  - 5) The employee will be paid the same wage rate as other SSI employees in the classification plus an hourly stipend of \$6.00 per hour in lieu of benefits.
  - 6) Employees will become a Union member and pay the initiation fee and dues required in the CBA when hired.
  - 7) After the probationary period outlined in Article 13, Section 2, the employee will be covered under the CBA unless specifically modified by this Section.
  - 8) After the employee passes the probationary period, he will not be subject to another probationary period if rehired for subsequent temporary work if less than two (2) years since his last employment with the Company.
  - 9) Time spent working for the Company on temporary work will be tracked and all time worked will be combined for total service. Should the Company hire additional permanent employees, the most senior of these temporary employees will be the first to be hired after exhausting the hiring tier and before hiring non-USW individuals. The employee's service while working on temporary work will be counted when hired. No probationary period will be required when hired.
  - 10) Employees will be given a one (1) week notice prior to layoff.
  - 11) Site-Wide Recall listed employees will continue to be considered for full-time employment opportunities and will be subject to the pre-employment screening process outlined in number (2) above.
- g) After the process outlined above in priority order has been exhausted, SSI will have the right to subcontract work.
- h) The Company will not use the temporary workforce above to erode the permanent bargaining unit or deny reasonable overtime opportunities. In addition, the Company will not supplement the permanent work force on work that has normally been performed by the permanent work force, except where bargaining unit employees are off on STD or LTD, when temporary and unexpected conditions create a need for a short duration (maximum of 30 days but no longer than the existence of the condition) spike in the workload, or when there is a Level II, Priority 1 or 2 Maintenance Level event as defined under the SSI DOE Contract that cannot be performed with the current bargaining unit work force in the necessary time frame required by DOE.

## **SECTION 14. TRAINING**

The parties jointly recognize the critical importance of training to the success of the Paducah cleanup mission, and will cooperate to the fullest extent in establishing, supporting, and seeking government and/or other assistance or grants for all appropriate training programs for USW covered work performed at the Paducah Site.

The Company is fully committed to provide training and retraining for the USW workforce to assure an optimal match of skills with project requirements, subject to the availability of funding for this training and the DOE's Paducah workforce restructuring plan. These training programs, if required, will be

developed to minimize the social and economic impacts from changes to the workforce and maximize re-employability.

## **ARTICLE 17 WORK TRANSPARENCY**

The parties wish to have a trusting and transparent relationship regarding new work opportunities that are awarded to Swift & Staley. Therefore SSI will contact the USW local President within 10 days of the successful award of new work so that the Union can have the opportunity to assess what, if any, of the work may be in the USW jurisdiction.

## **ARTICLE 18 EDUCATIONAL ASSISTANCE PROGRAM**

The Company will provide financial assistance up to \$2,500 per semester for the cost of tuition, applicable registration 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 a recognized school or college. Applications must be filed and approved prior to starting the course. An employee who is receiving Government financial assistance for education is not eligible for a refund under this program. The educational assistance program will be administered as outlined in the Education Assistance Policy.

## **ARTICLE 19 SUCCESSORSHIP**

It is the intent of the parties that this Contract shall be binding upon successor employer or employers who are under contract to DOE at the Paducah, Kentucky, facility. In the event that the Company's Infrastructure Service Contract, DE-EM0003733, as amended, is sold, transferred, or otherwise assigned to another party, the terms and conditions of such transfer shall require the transferee to become a signatory to this labor agreement before the transfer or sale and honor its terms and conditions.

## **ARTICLE 20 TERM OF CONTRACT**

**Section 1.** This Contract is made and entered into by and between SSI, Paducah Site, Paducah, Kentucky, its successors or assigns, and the USW International Union on behalf of its Local 550.

**Section 2.** This Contract shall become effective as of 12:01 a.m. February 5, 2018, and shall continue in effect until 12:01 a.m. September 30, 2020, 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 WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives:

United Steel, Paper and Forestry, Rubber,  
Manufacturing, Energy, Allied Industrial and  
Services Workers International Union  
and Local 550

Swift & Staley Inc.

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## APPENDIX A

TABLE 1A, WAGE RATE SCHEDULE AND JOB CLASSIFICATION LISTING

EFFECTIVE DATES	02/05/2018	07/30/2018	07/29/2019	07/27/2020
Inspector	\$28.20	\$28.80	\$29.80	\$30.10
Maintenance Mechanic	\$35.50	\$36.00	\$37.00	\$37.35
Garage Mechanic	\$35.50	\$36.00	\$37.00	\$37.35
Electrical Mechanic	\$35.50	\$36.00	\$37.00	\$37.35
Instrument Mechanic	\$35.50	\$36.00	\$37.00	\$37.35
Heavy Equipment Operator	\$35.50	\$36.00	\$37.00	\$37.35
Heavy Equipment Mechanic	\$35.50	\$36.00	\$37.00	\$37.35
Material Handler	\$30.35	\$30.35	\$30.35	\$30.35
Locksmith	\$35.50	\$36.00	\$37.00	\$37.35
Carpenter	\$35.50	\$36.00	\$37.00	\$37.35
Painter	\$35.50	\$36.00	\$37.00	\$37.35
Truck Driver	\$28.70	\$29.70	\$30.70	\$31.00
Operator	\$35.00	\$36.00	\$37.00	\$37.35
Operator B	\$33.00	\$34.10	\$35.00	\$35.25
Summer Worker	\$17.00	\$17.00	\$17.00	\$17.00
Laborer	\$27.00	\$27.60	\$28.50	\$28.80
Janitor	\$27.00	\$27.60	\$28.50	\$28.80

## APPENDIX B

The Seniority Provisions of this Contract, as set forth in Article 13, shall be administered by the following job classification groups.

<u>JOB CLASSIFICATION</u>	<u>GROUP</u>
LABORER	1
JANITOR	2
EMT/Fire Fighter	3
INSPECTOR	3
MAINTENANCE MECHANIC	4
GARAGE MECHANIC	5
ELECTRICAL MECHANIC	6
INSTRUMENT MECHANIC	7
HEAVY EQUIPMENT OPERATOR	8
HEAVY EQUIPMENT MECHANIC	9
MATERIAL HANDLER	10
LOCKSMITH	11
CARPENTER	12
PAINTER	13
TRUCK DRIVER	14
OPERATOR	15
OPERATOR B	16

## APPENDIX C

### COMPANY SERVICE CREDIT RULES

Company Service Credit is based upon employment by Swift & Staley Inc. and its subcontractors and, in some cases, previous employment with the United States Enrichment Corporation (USEC) and/or other contractors. Company Service Credit will be determined under the following rules:

- (a) In case an employee is laid off by the Company on account of an involuntary reduction in force and through no fault of his own, the following applies;
  - (1) If such layoff continues not more than four (4) consecutive years, Company Service Credit will be given for service prior to such layoff.
  - (2) If such layoff continues more than four (4) years, no Company Service Credit will be given for service prior to such layoff.
- (b) In cases of absence or absence with leave for a reason other than disability that 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 cases of rehire or reinstatement subsequent to discharge for cause or resignation at the Company's request, credit will be given for the service only since last date of rehire or reinstatement by the Company, unless otherwise authorized by the local management.
- (d) An employee on the active payroll 01/01/1973, or rehired thereafter, who had been credited with Continuous Service Credit for one or more periods of prior employment but who had lost such credit because of (a) a layoff lasting for more than four (4) consecutive years, or (b) termination for any other cause, will have such prior Continuous Service Credit restored upon completing a total of two (2) years of currently accredited Continuous Service Credit following reemployment.

## APPENDIX D

### 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 to attend the marriage of a close friend or relative when employee is participating in ceremony such as best man or usher, not to exceed three (3) days
- (c) Minimum time necessary to attend the funeral of a close friend or relative, not to exceed three (3) days
- (d) 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; financial or legal transactions with Government officials on personal, not business, matters where personal attendance is required, with the understanding that the specific time off is beyond the control of the employee
- (e) Minimum time necessary to attend graduation of a son or daughter from school at the junior high school level or beyond
- (f) Minimum time necessary to attend to duties in key meetings as a voting delegate to the Credit Union, as a member of a local governmental body, or as a Community Chest Director
- (g) Problems of a personal nature that are considered to be too sensitive to discuss with first-line manager may be referred to the Medical Director for a decision

On items of equal importance, necessary time off will be granted without pay by informing his first-line manager and giving the nature of the item, the time, the place, and the approximate time necessary.

No time will be granted to conduct another business or occupation or avocation, to attend conventions or meetings, or to attend to matters that can be handled reasonably outside working hours.

The Company agrees to meet with the Union Committee when either party feels that there is a need to discuss the personal absence policy.

## PENSION, GROUP INSURANCE, AND DENTAL AGREEMENT

### Part A – Pension Plan

For grandfathered employees, SSI and its first- and second-tier subcontractors will participate in the East Tennessee Technology Park (ETTP) Pension Plan for Grandfathered employees (MEPP) which is administered by URS/CH2M (UCOR) in Oak Ridge, Tennessee.

#### “Grandfathered Employees”

- a) The individual was either: (1) an employee of Lockheed Martin Energy Systems, Lockheed Martin Utility Services, or Lockheed Martin Energy Research (collectively, “LM”) on 03/31/1998; (2) a bargaining unit member of Paper, Allied-Industrial, Chemical and Energy Workers International Union, AFL-CIO (“PACE”) (at the East Tennessee Technology Park) who was on the LM recall list on 03/31/1998; or (3) a bargaining unit member of the Atomic Trades and Labor Council (“ATLC”) (at the Oak Ridge National Laboratory or Y-12 Plant), or PACE (at the Portsmouth Plant or Paducah Plant) who was either an LM employee, a United States Enrichment Corporation (“USEC”) employee, or on the LM or USEC recall list on the date of the applicable bargaining unit transition agreement; and
- b) The individual was either: (1) subsequently employed by the Contractor or its first-tier or second-tier subcontractors for work in Covered Employment prior to 04/01/2000; (2) a USEC employee (at the Portsmouth Plant or Paducah Plant) who transitions directly to the Contractor or its first-tier or second-tier subcontractors for work in Covered Employment after 03/31/2000, and before 01/01/2001; (3) a former USEC employee (at the Portsmouth Plant or Paducah Plant) who received an involuntary reduction-in-force after 03/31/2000, and is subsequently hired by the Contractor or its first-tier or second-tier subcontractors for work in Covered Employment before 01/01/2001; or (4) covered by an applicable bargaining unit transition agreement for which no employment deadline is specified.

A Grandfathered Employee who incurs a break in service of any length continues as a Grandfathered Employee upon re-employment by the Contractor or any of its first-tier or second-tier subcontractors for work in Covered Employment, or upon employment by a New Prime Contractor or New Subcontractor for work in Covered Employment; except that a Grandfathered Employee whose Covered Employment with the Contractor, its first-tier or second-tier subcontractors, a New Prime Contractor, a New Subcontractor, or any other DOE-ORO, DOE-PPPO, or NNSA Y-12 Prime Contractor is terminated after 12/21/2000, for any reason other than an involuntary reduction-in-force, forfeits his or her Grandfathered Employee status and will not be a Grandfathered Employee if re-employed.

- c) For clarification purposes, any employee who transfers from USEC to SSI or its subcontractors, who was employed by USEC on 02/21/2000, shall be classified as a “Grandfathered Employee” without regard to the date that he/she transfers from USEC to SSI or its subcontractor(s).

- d) URS/CH2M (UCOR) is responsible for determining if an individual meets the qualification requirements for Grandfathered status for participation in the MEPP. A Grandfathered Employee Determination Request Form must be completed by the employee and Human Resources and forwarded to UCOR for the determination to be made.

It is understood that if any dispute arises from the denial of a Bargaining Unit employee's claim for benefits under the Pension Plan, then such dispute may be addressed with UCOR, the Pension Plan Administrator.

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

- (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).

Notwithstanding provisions contained in other benefit plan documents or notices, SSI shall not eliminate 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 the USW, in accordance with applicable federal and state law.

#### **Part B – Group Insurance Plan**

Benefits under the Group Insurance Plan, for eligible employees who participate in the plan are set forth in the booklet titled, "Union Benefits Information," and key elements of the plan are summarized in the Benefits Overview included in this Contract. The plan descriptions, by reference, will be considered part of this Contract.

#### **Part C – Dental Insurance Plan**

Benefits under the Dental Insurance Plan, for eligible employees who participate in the plan, are set forth in the booklet titled, "Union Benefits Information," and key elements of the plan are summarized in the Benefits Overview included in this Contract. The plan descriptions, by reference, will be considered part of this Contract.

#### **Part D – Other Benefits**

Other benefits such as 401 (k) plan, short term disability, long term disability, life insurance, employee assistance program, flexible spending account, are outlined in the benefits overview for Contract DE-EM0003733.

## MEMORANDUM OF AGREEMENT HEALTH CARE PLAN

The Comprehensive Medical Plan is 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.

The Health Reimbursement Account (HRA) will continue to be used unless a more cost-effective alternative is found. Should such an alternative be found, the Company and the Union will meet to consider changes to the current Health Care Plan.

The Parties recognize that certain modifications to the Health Care Plan may be required to comply with the Patient Protection and Affordable Care Act (PPACA). In the event the Parties are unable to reach mutual agreement regarding the interpretation and implementation of the Plan, or if the Act results in a reduction in current benefit levels, the Parties agree to resolve any differences through the Grievance and Arbitration Procedure.

The Dental Care Plan pays 100% of preventive care, 80% of basic care, and 50% of major care. The plan includes a \$50 individual deductible and a \$150 family deductible (the deductibles are waived on preventive services).

The Vision Care Plan, with no deductible, includes an eye examination once every twelve (12) months, one pair of lenses once every twelve (12) months, and one pair of frames once every twenty-four (24) months.

- (a) The Company will arrange with an insurance company to make available to participating employees in the bargaining unit certain benefits set forth in this Contract.
- (b) 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 plan shall pay the medical premium cost share based on the following schedule: 20% of the total premium costs. Medical copay costs will be \$35 for a primary care physician and \$50 for a specialist.
- (c) 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.
- (d) SSI Retiree Medical Benefit Plan – pre-age 65 (Medical/ Rx/Dental/Vision/Life); post-age 65 (exclusive of Dental/ Vision); retiree premium cost share for employee is 25%.

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BENEFIT	BENEFIT DESCRIPTION
401(k) Plan	<ul style="list-style-type: none"> <li>a. Immediately vested</li> <li>b. Company will match employee's contribution up to 4% of his gross pay</li> <li>c. For non-Grandfathered employees, Company will make a non-elective contribution of 5.8% of pay for all hours worked on an annual basis</li> </ul>
Medical/Rx (In-Network Provider)	<ul style="list-style-type: none"> <li>a. High deductible-\$5,000/\$10,000 (deductible reimbursed to employee by company's Health Reimbursement Account [HRA] after \$1,000 [Single] and /or \$2,000 [Family] annual deductible paid by employee). HRA reimbursement for the out of pocket limit expenses 20% up to \$6,500 [Single] and/or \$13,000 [Family]</li> <li>b. \$250 emergency room copay; \$100 reimbursed by HRA; if employee is admitted the copay is waived.</li> <li>c. \$75 Urgent Care copay (\$25 reimbursed by HRA)</li> <li>d. \$35 Primary Care office visit copay (\$5 HRA reimbursement)</li> <li>e. \$50 Specialist office visit copay (no HRA reimbursement)</li> <li>f. Prescription plan (\$15, \$35, \$55, 25% copays) \$5 reimbursement for Tier 2 and Tier 3. 100% reimbursement of the 25% coinsurance for Tier 4</li> <li>g. If participating in the mail order program, 2 copays for a 90-day prescription</li> <li>h. \$35 Chiropractic care copay per visit; (no limit on number of visits)</li> <li>i. Home Health Care – 80%/20% after deductible (100 visits per calendar year). (HRA will reimburse for the out of pocket limit expenses of 20% up to 6,500/13,000)</li> <li>j. Rehabilitation Services - \$35 copay per visit for Physical and Occupational; \$50 copay per visit for Speech and Audiology (60 visits per year includes manipulations and adjustments)</li> <li>k. \$35 copay per visit for Mental/Behavioral Health outpatient services</li> <li>l. \$35 copay per visit for Substance Use Disorder outpatient services</li> </ul>
Medical/Rx (Out-Of-Network Provider)	\$15,000/\$30,000 deductible (no HRA reimbursement)
Medical/Rx Premiums	Employee pays 17% (coverage optional) Effective 12/01/2016 = 20%; 2017 = 20%; 2018 = 20%
BENEFIT	BENEFIT DESCRIPTION

Dental	<ul style="list-style-type: none"> <li>a. 100% coverage for customary preventive care</li> <li>b. 80% coverage for basic services</li> <li>c. 50% coverage for major services</li> <li>d. \$50 annual deductible per person (maximum \$150 per year)</li> <li>e. \$1,500 lifetime maximum Orthodontia for children under 18 years old</li> <li>f. \$1,500 total maximum benefit per calendar year, then coverage will be 70%/30% remaining calendar year expenses</li> </ul>
Dental Premiums	<p>Employee pays 12% (coverage optional)  Effective 12/01/2016 = 20%;  2017 = 20%;  2018 = 20%</p>
Vision	<p>Eye exam every 12 months  \$130 allowance for frames every 24 months</p> <ul style="list-style-type: none"> <li>a. Single vision, lined bifocal, and lined trifocal lenses for adults; polycarbonate lenses for dependent children every 12 months</li> <li>b. \$130 allowance for contact lenses in lieu of glasses every 12 months</li> </ul>
Vision Premiums	<p>Employee pays 11% (coverage optional)  Effective 12/01/2016 = 20%;  2017 = 20%;  2018 = 20%</p>
Short Term Disability (STD)	<ul style="list-style-type: none"> <li>c. Pays 65% of base gross salary after a 7-day elimination period up to a maximum of 26 weeks</li> <li>d. Employee may use Paid Time Off (PTO) to supplement STD pay</li> </ul>
Long Term Disability	<p>Pays 60% of base monthly gross salary after a 6-month elimination period</p>
Basic Life & AD&D	<ul style="list-style-type: none"> <li>a. Two times annual salary, maximum of \$200,000 (employee pays 50% premium)</li> <li>b. Benefits reduce beginning at age 70</li> <li>c. AD&amp;D- Accidental Death and Dismemberment insurance provides specified benefits for a covered accidental bodily injury that directly causes death or dismemberment (e.g., the loss of a hand, foot, or eye), subject to policy limitations</li> <li>d. If you terminate your employment or become ineligible for this coverage, you have the option to convert all or part of the amount of coverage in force to an individual life policy on the date of termination without Evidence of Insurability. Conversion election must be made within 31 days of your date of termination.</li> </ul>
<b>BENEFIT</b>	<b>BENEFIT DESCRIPTION</b>

Voluntary Life for Employee, Spouse, Dependents	<ul style="list-style-type: none"> <li>a. Employee life insurance in increments of \$10,000 to a maximum of \$300,000 (employee pays 100% premium)</li> <li>b. Spouse life insurance in increments of \$5,000 subject to 50% of employee's coverage (employee pays 100% premium)</li> <li>c. Dependents age 14 days to 6 months may have \$250 life insurance and age 6 months to 26 years may have \$10,000 of life coverage (employee pays 100% premium)</li> </ul>
Employee Assistance Program (EAP)	Unlimited telephonic access with up to three counseling sessions for employees with issues including mental health and well-being, personal and professional relationship, substance abuse, family life, or daily stress (No cost to employee).
Paid Time Off (PTO)	Paid leave based on a company-service accrual process. Union employees' PTO will be per the applicable Collective Bargaining Agreement.
Flexible Spending Accounts	Pre-tax contributions are allowed for Dependent Care and /or Health Care per IRS guidelines
Retiree Benefits (Non-grandfathered)	<p>Pre-age 65 Medical/Rx/Dental/Vision/Life – retiree pays 25% premium</p> <p>Age 65 and over Medical/Rx/Life – retiree pays 25% premium</p>
Retiree Benefits (Grandfathered)	<p>Pre-age 65 Medical/Rx/Dental/Vision/Life – retiree pays 25% premium</p> <p>Age 65 and over Medical/Rx/Life – retiree pays 25% premium</p> <p>20% of Basic Life coverage for retiree's lifetime – retiree pays 0% premium</p>
	Grandfathered employees participate in the East Tennessee Pension Plan administered by URS/CH2M (UCOR) in Oak Ridge, Tennessee

## SUMMER WORKER PROGRAM AGREEMENT

1. The start rate will be the lower of the two possible start rates for laborers (Refer to matrix). Beginning 12/01/2016 summer workers will be paid \$17.00 per hour.
2. All laid-off laborers and Roads & Grounds employees must be recalled prior to any summer workers being hired into laborer positions.
3. There may be up to ten summer worker positions filled at any one time.
4. For purposes of this “Summer Worker Program” agreement, summer shall be defined as the period of time between 04/01 and 09/30 of any particular year.
5. Each summer worker can be worked up to 90 days under this program. This length of time can only be lengthened if both parties agree.
6. It is agreed that workers in the “Summer Worker Program” will not receive, nor will they be offered, any benefits normally afforded USW-represented employees.
7. Summer workers will not be placed on the Seniority List.
8. Summer workers will not be placed on the Recall List when their employment ends.
9. The USW Local Union and the Company shall view summer workers as probationary.
10. The USW Local Union will be informed of who the summer workers are and when they are to be brought into the “Summer Worker Program.”
11. The Company shall make the effort to fairly divide the available positions in the “Summer Worker Program” between interested individuals from union and nonunion families Hiring preference will be given to interested students.
12. “Summer Worker Program” employees will be required to join the USW Local 550 and to remit the appropriate union dues.
13. Overtime will be offered to summer workers only in instances after the entire overtime list has been polled.
14. Employees in the “Summer Worker Program” will not be offered regular employment ahead of others who have hiring priority through Article 13, Section 4. Regular employment may be offered to summer workers once the hiring steps outlined in Article 13, Section 4 have been exhausted.

## MEMORANDUM OF AGREEMENT ANNUAL FLOOR CARE

The following agreement is entered into among the parties to establish a night shift for performance of annual floor care, beginning the second week of January.

Therefore, the parties agree to the following:

1. The established shift shall be a twelve (12)-hour night shift.
2. Work schedule shall consist of three twelve hour shifts for a total of a 36 hour work week.
3. Employees working the 12 hour shift will be paid for 40 hours.
4. Hours of work will be mutually agreed upon by both parties. If an agreement cannot be reached, the hours of work will be defined as 6:00 p.m. to 6:00 a.m. of the following day.
5. Shift differential shall be eighty-five (85) cents per hour.
6. Employees working the 12 hour shift will be paid for 12 hours on a holiday.
7. One and one-half times the STHR shall be paid for all hours worked in excess of the 12 hour shift and for all hours worked in excess of 36 hours within the applicable payroll week. Double time pay for hours worked on the seventh consecutive day is defined in accordance with Article 7, *Hours of Work*, Section 1 Definitions, step (f) (5).
8. Overtime on a 12 hour shift will be polled in an initial minimum of a two (2) hour block on normally scheduled 12 hour workdays and a minimum four (4) hours on nonscheduled workdays, however, it will be polled in four (4), six (6), eight (8), ten (10), or twelve (12) hour increments.
9. Employees that schedule and take a full week vacation (36 hours) will be paid for 40 hours. This will be allowed a maximum of one time for each employee on the 12 hour shift. If additional weeks are taken, employee will be required to take 40 hours of PTO to be paid for 40 hours. All other PTO requirements are contained in the PTO rules.
10. All other rules associated with the defined schedule above will be handled in accordance with Article 7, *Hours of Work*.
11. The Company will poll the janitorial and laborer workforce for volunteers and assign employees to the new shift *by seniority*.
  - a. The Company will begin with an appropriate number on the night shift.
  - b. Should volunteers not be obtained through the polling process, the remaining positions needed shall be assigned in the following order:

- i. Any probationary employees from the janitor or laborer groups.
- ii. Lowest seniority janitor groups until positions are obtained.
- iii. If any janitors are forced to an off shift, no one with less seniority will be used to backfill those janitor day shift positions.

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**ADMINISTRATIVE LETTERS**

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