

Contract Between

**UCOR
(Hereinafter referred to as the "Employer")
OAK RIDGE
EAST TENNESSEE TECHNOLOGY PARK**

and

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

**ON BEHALF OF LOCAL 9-288
(hereinafter referred to as the "Union")**

September 1, 2016 - August 31, 2020



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ARTICLE I RECOGNITION

Section 1. Pursuant to and in conformity with the National Labor Relations Act, URS | CH2M Oak Ridge, UCOR, herein referred to as the Employer recognizes the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW) on behalf of Local 9-288 herein referred to as the Union as the sole and exclusive bargaining agent for all USW hourly employees covered by this agreement, excluding Guards and salaried employees (monthly or weekly), with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Section 2. The term "employee" as used herein will mean any person represented by the Union as described in Section 1 above.

Section 3. It is understood that no incident which occurred prior to the date of execution of this contract shall be the subject of complaint or grievance under any of the procedures provided in this contract. Grievances arising under the terms of the previous contract shall be processed in accordance with such terms of that previous contract.

Section 4. (a) Supervisory personnel shall not do non-supervisory work which will deprive employees of jobs regularly performed by them. This does not prevent such supervisory personnel from performing necessary functions of instruction to employees, or from operating equipment or processes in emergency 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/her job.

Section 5. Both the Union and the Employer agree to coordinated labor management relations through joint meetings by mutual consent.

Section 6. (a) It is understood that Employers signatory to this agreement may, at their sole discretion, contract or subcontract work or functions normally performed by bargaining unit personnel. However, in that event, the Employer will impose certain requirements on the contractor or subcontractor, which requirements will be contained in the bid specifications and subcontract documents.

(b) The bid specifications and subcontract documents referred to in Item (a), above will require the subcontractor to hire the bargaining unit workforce which it will employ in the performance of the subcontract from among the group of bargaining unit employees in the job classifications involved in the performance of that work to the extent such employees are available within the bargaining unit workforce. Those documents will also require the subcontractor, from the outset, to adhere to the wages, fringe benefits and other economic terms and conditions contained in the Agreement. Further, those documents will require any subcontractor, following the hiring of its initial and representative complement of employees for the subcontracted work, to immediately comply with any successor ship rules of the National Labor Relations Board which will require the subcontractor to recognize the Union as the collective bargaining representative for the affected employees, and to adopt all of the terms and conditions of this Agreement in connection with the bargaining unit employees who are engaged in performing the work governed by the subcontract.

Section 7. It is understood that this agreement may be altered, changed, or amended by mutual agreement of the Employer and the Union.

**ARTICLE II
UNION-EMPLOYER RELATIONSHIP**

Section 1. (a) The Employer agrees neither to interfere with the right of employees to join or belong to the Union, nor to discriminate on account of union membership or union activity; and the Union agrees not to intimidate or to coerce employees to join the Union and further agrees not to solicit for membership or to collect union funds on the Employer's time.

(b) Both the Employer and the Union agree that the provisions of this contract shall be applied to all employees without regard to any individual's race, color, religion, sex, or national origin, nor will there be discrimination against any employee because he/she 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 2. At the time of hiring, a new employee whose work is covered by this Agreement will be notified that the Union is recognized by the Employer as the exclusive bargaining agent in the unit outlined in Article I, Section 1.

Section 3.

- A. Subject to the provisions of State and Federal laws, the Company agrees to make a payroll deduction of current Union dues of employees who are members of the Union. This deduction will commence with the next full bi-weekly pay period following receipt of an authorization signed by the employee in the following form and shall be deducted weekly, bi-weekly, bi-monthly or monthly:

The form shall be the standard form for Union dues deduction provided by the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW).

- B. It shall be the sole responsibility of the Company to remit the sums deducted to the International Secretary Treasurer at the address provided to the Company by the Union. All monies deducted by the Company in accordance with this section will be remitted monthly to the Secretary Treasurer of the USW along with an itemized statement of the deductions by such remittance. Same list will be given to the Local Union Treasurer. The Union shall keep the Company harmless against all claims, demands or other forms of liability that may arise out of the Company's compliance with this Article.
- C. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this understanding.

Section 4. The Union shall be permitted to use the Employer's bulletin boards/electronic communication devices for posting notices and announcements. All such notices and announcements shall be submitted to the Labor Relations manager for its approval and posting.

Section 5. In the event the Employer determines that it is necessary to make any substantial change in the working force because of operating requirements, such change will be discussed with the Union in advance of taking action.

ARTICLE III CONTINUITY OF OPERATION

Section 1. There will be no strikes, lockouts, work stoppages, picket lines, slow-downs, secondary boycotts, or disturbances, even of a momentary nature. The Union guarantees to support the Employer fully in maintaining operations in every way. Participation by any employee, or employees, in an act violating this provision in any way will be complete and immediate cause for discharge by the Employer.

Section 2. It is recognized that all members of the Union and the Employer are required to comply with all protective security measures. If it is found that this contract or any part of this contract in any way violates security measures which are now in effect, or which may be put into effect later, and the Employer and the Union are notified by the proper authority as to the section or sections of the contract in question, negotiations will begin immediately for the purpose of making required changes.

ARTICLE IV HOURS OF WORK

Section 1. Definitions: (a) The payroll week consists of seven (7) days extending from midnight Sunday to midnight Sunday the following week.

(b) The normal workweek consists of forty (40) hours within a payroll week.

(c) The normal workday consists of ten (10) hours of work on Monday through Thursday

(d) The normal hours for straight-day workers are from 6 a.m. to 4:00 p.m.

(e) Changes in the normal hours, as defined in (d) above, may be made by mutual agreement.

(f) The term working schedule means the arrangement of shift hours to be worked and regular scheduled shift changes for employees working on shift and the regular scheduled arrangement of hours to be worked by day employees.

The Employer may establish two-four day, ten hour shifts at the straight time wage rate Monday through Thursday. The day shift shall work four days at ten hours work for ten hour pay per day. The second shift shall work four 10 hour days. Straight time is not to exceed ten hours a day or forty hours per week. If a second shift is needed, the starting time of the second shift will be mutually agreed upon between the parties. In addition, the second shift differential of \$0.60 will be paid for all hours worked on the second shift. Shift differential will not be applied to overtime, vacation hours or other premium pay

Section 2. (a) The provisions of this contract shall not be considered as a guarantee by the Employer of a minimum number of hours per day or per week, or pay in lieu thereof, nor a limitation on the maximum hours per day or per week which may be required to meet changes in operating conditions.

(b) It is recognized that the Employer can adjust the working schedule in any unit or group to meet operating requirements. In the event of such adjustments, the Union will be notified in advance.

Section 3. (a) One and one-half (1½) times the straight-time hourly rate shall be paid for all hours worked in excess of ten (10) 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, whichever, of these alternatives provides at the end of the payroll week the greater total pay.

(b) An employee who is required to work in excess of sixteen (16) continuous hours, excluding the non-paid lunch period of a day worker, shall be paid two (2) times his/her straight-time hourly rate for all such continuous hours worked in excess of sixteen (16).

Section 4. Except as noted in Section 9 (c) of this Article IV, an employee who has left the plant and is called in by the Employer to perform work outside of his/her regular scheduled shift will receive not less than four (4) hours pay at straight-time or pay at one and one-half (1½) times his/her regular rate as overtime pay for such work performed, whichever is greater.

Section 5. (a) An employee who reports for work on his/her regular shift without previously having been notified not to report will be given at least four (4) hours work, or if no work is available, four (4) hours pay, except that if work is unavailable as the result of causes beyond the control of the Employer, it shall not be so obligated.

(b) Failure on the part of an employee to keep the Employer informed of his/her current address will relieve the Employer of its responsibility under this section.

Section 6. (a) Opportunities for overtime work assignments shall be divided as equally as reasonably possible among employees who regularly perform the work and are available in the plant when the assignments are made. A record of overtime shall be kept and made available to the Union. The Employer agrees to meet at the request of the Union when the list indicates that steps should be taken to narrow the differential and to reduce excessive overtime.

(b) Subsection (a) above does not preclude reference to the overtime list in offering overtime opportunities to employees who are not in the plant.

(c) When an employee is previously assigned to report prior to the beginning of his/her next scheduled shift and does report and work, he/she shall receive not less than four (4) hours pay at straight-time or one and one-half (1½) times his/her straight-time rate for such work performed, whichever is greater.

(d) When an employee is required to work overtime beyond the end of his/her scheduled shift, he/she shall be paid 4 hours straight-time or one and one-half (1½) times his/her straight-time rate for such work performed, whichever is greater. Supervision will give due consideration to employee circumstances under mandatory conditions. Overtime can be requested in emergency conditions.

(e) An employee who is required to remain on his/her assignment due to the tardiness of another employee, or an employee who is forced to work overtime without prior notice, and who does not have transportation, will be provided, at the option of the Employer, with transportation.

Section 7. (a) Employees will be given a working schedule indicating their workdays and off days covering a period as far in advance as such schedule can reasonably be projected.

(b) An employee shall not be required to take time off from his/her regularly scheduled normal workweek in order to offset overtime.

(c) Temporary changes in the permanent work schedules will not be made for the purpose of avoiding overtime payment.

(d) (1) An employee will receive four (4) hours pay at straight time if his/her working schedule is changed under either or both of the following conditions:

- a. When the change was made without notification prior to the payroll week in which the change occurs.
- b. When the change was effective during only one (1) payroll week.

(2) Such payments as indicated in Section 7(d) above shall be in addition to payment otherwise received for hours worked during such payroll week.

Section 8. (a) An employee who is required to work overtime and who works twelve (12) or more continuous and successive hours will be paid a meal allowance of four dollars and fifty cents (\$4.50) which will be included in

his/her regular paycheck. An additional meal allowance will be allowed for each four (4) hours of consecutive work performed thereafter. On the second shift, a second meal allowance will be paid after 14 hours of continuous work.

(b) No time will be deducted for lunch periods during such overtime work, it being understood that they will be made as short as possible and in no case exceed thirty (30) minutes.

Section 9. For calendar years 2016 through 2020, bargaining unit employees assigned to a standard 4 x 10 shift schedule will observe nine 10-hour holidays (for a total of 90 hours holiday pay). (Holiday observance schedules for CY 2016 through CY 2020 are attached hereto.

(a) The following are recognized holidays: New Year's Day; Martin Luther King, Jr.'s Birthday; Good Friday; the last Monday in May in lieu of Memorial Day; Independence Day; Companion to Independence Day; Labor Day; Thanksgiving; the Friday following Thanksgiving Day; the day before Christmas Day; and Christmas Day.

Martin Luther King Jr.'s Birthday is observed on the third Monday in January; Companion to Independence Day is observed on July 3, 2017, July 5, 2018, July 3, 2019 and July 2, 2020.

2017 Standard 4X10 Holiday Schedule

- New Year's Day, Monday, January 2, 2017
- Martin Luther King, Jr.'s Birthday, Monday, January 16, 2017
- Good Friday, Friday, April 14, 2017, Scheduled Day Off (SDO)
- Memorial Day, Monday, May 29, 2017
- Companion to Independence Day, Monday, July 3, 2017
- Independence Day, Tuesday, July 4, 2017
- Labor Day, Monday, September 4, 2017
- Thanksgiving, Thursday, November 23, 2017
- Companion to Thanksgiving, Friday, November 24, 2017, SDO
- Christmas Day, Monday, December 25, 2017
- Companion to Christmas, Tuesday, December 26, 2017

2018 Standard 4X10 Holiday Schedule

- New Year's Day, Monday, January 1, 2018
- Martin Luther King, Jr.'s Birthday, Monday, January 15, 2018
- Good Friday, Friday, March 30, 2018, Scheduled Day Off (SDO)
- Memorial Day, Monday, May 28, 2018
- Independence Day, Wednesday, July 4, 2018
- Companion to Independence Day, Thursday, July 5, 2018
- Labor Day, Monday, September 3, 2018
- Thanksgiving, Thursday, November 22, 2018
- Companion to Thanksgiving, Friday, November 23, 2018, SDO
- Christmas Day, Tuesday, December 25, 2018
- Companion to Christmas, Monday, December 24, 2018

2019 Standard 4X10 Holiday Schedule

- New Year's Day, Tuesday, January 1, 2019
- Martin Luther King, Jr.'s Birthday, Monday, January 21, 2019
- Good Friday, Friday, April 19, 2019, Scheduled Day Off (SDO)
- Memorial Day, Monday, May 27, 2019
- Companion to Independence Day, Wednesday, July 3, 2019
- Independence Day, Thursday, July 4, 2019
- Labor Day, Monday, September 2, 2019
- Thanksgiving, Thursday, November 28, 2019
- Companion to Thanksgiving, Friday, November 29, 2019, SDO
- Christmas Day, Wednesday, December 25, 2019
- Companion to Christmas, Thursday, December 26, 2019

2020 Standard 4X10 Holiday Schedule

- **New Year's Day, Wednesday, January 1, 2020**
- **Martin Luther King, Jr.'s Birthday, Monday, January 20, 2020**
- **Good Friday, Friday, April 10, 2020, Scheduled Day Off (SDO)**
- **Memorial Day, Monday, May 25, 2020**
- **Independence Day, Wednesday, July 1, 2020**
- **Companion to Independence Day, Thursday, July 2, 2020**
- **Labor Day, Monday, September 7, 2020**
- **Thanksgiving, Thursday, November 26, 2020**
- **Companion to Thanksgiving, Friday, November 27, 2020, SDO**
- **Christmas Day, Thursday, December 24, 2020**
- **Companion to Christmas, Wednesday, December 23, 2020**

(1) If any of the above holidays fall on Saturday, the preceding Friday shall be observed as the plant holiday.

(2) If any of the above holidays fall on Sunday, Monday shall be observed as the plant holiday.

(3) When two successive holidays fall on Friday and Saturday, the preceding Thursday and Friday shall be observed as the plant holidays. When two successive holidays fall on Sunday and Monday, the plant observed holidays shall be that Monday and the following Tuesday.

(4) If an employee's scheduled day off is on the plant observed holiday but he/she is normally scheduled to work on the calendar holiday, then the calendar holiday shall be his/her observed holiday.

(5) If an employee's scheduled day off is on the calendar holiday but he/she is normally scheduled to work on the plant observed holiday, then the plant observed holiday shall be his/her observed holiday.

(6) If an employee's scheduled days off are on both the plant observed holiday(s) and the calendar holidays, then his/her first (or first and second) succeeding scheduled workday(s) shall be his/her observed holiday(s).

(b) A rate of two and one-half (2½) times the straight-time hourly rate shall be paid for all hours worked on the recognized holidays.

(c) An employee who has left the plant and is called in by the Employer to perform work on his/her recognized holiday after having been scheduled off on such recognized holiday in accordance with Section 9 (d) of this Article IV, will receive not less than four (4) hours pay at straight-time or pay at a rate of two and one-half (2½) times the straight-time hourly rate for hours worked, whichever is greater. Such pay shall be in addition to any holiday pay he/she may be eligible for in accordance with Section 9 (d) of this Article IV.

(d) Employees will be paid for recognized holidays not worked an amount equivalent to ten (10) hours at the employee's straight-time hourly rate, subject to the following conditions:

(1) Such pay shall be made to the employee only if the recognized holiday would normally 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) In order to be eligible for pay for an unworked holiday, an employee must work all required hours on his/her last regularly scheduled workday immediately preceding the holiday and on his/her next scheduled workday following the holiday unless excused by the Employer from fulfilling this requirement.

(e) For the purpose of administering this Holiday Pay Plan, the straight-time hourly rate shall include any applicable shift differential.

(f) If a designated holiday occurs during an employee's vacation and that employee would otherwise have been scheduled to work on that day had it not been a holiday, such employee shall receive ten (10) hours pay at his/her straight-time hourly rate in addition to his/her vacation pay. At the request of the employee, the supervisor may, at his/her discretion, grant the employee an extra day off without pay immediately preceding or following his/her vacation. Such days of absence will not be used for corrective absentee control measures.

Section 10. Twice the straight-time hourly rate will be paid for all hours worked on the seventh (7th) day worked in any payroll week. For purposes of this Section, sixth and/or seventh day may be Saturday or Sunday as outlined below:

(a) Sixth and Seventh day overtime on the 4X10 shift will be paid as follows:

- (1) If the employee works his regular 40 hour week AND Friday of the same pay period, (Monday in the case of a mutually agreed upon Tues-Friday schedule), double time will be paid for hours worked on Saturday and/or Sunday, as both days will be considered the seventh day of the pay period.
- (2) If the employee does NOT work his regular 40 hour week AND Friday of the same pay period (Monday, in the case of a mutually agreed upon Tuesday-Friday schedule), time-and-one-half will be paid for hours worked on Saturday and/or Sunday, as both days will be considered the sixth day of the pay period.

In no case shall such payment be applied to hours not worked or for hours paid for as holiday. No additional premium rates shall apply to these hours.

Section 11. Time and one-half shall not be duplicated for the same hours worked under any of the terms of this contract; and to the extent that hours are compensated for at time and one-half under one provision, they shall not be counted as hours worked in determining overtime compensation under the same or any other provision.

Section 12. An employee who is called for jury duty may be excused from work upon presentation of court notice to his/her immediate supervisor. If the employee's jury duty exceeds three hours, he/she may be excused for the remainder of the shift for that day. A day shift employee whose jury duty does not exceed three hours on any day is expected to report to work for the remainder of his/her shift for that day. An employee working other than day shift whose jury duty service does not exceed three hours on any day is expected to report for work at the start of his/her next scheduled shift.

An employee scheduled to work between the hours of 12 midnight and 9 a.m. immediately preceding his/her first day of jury duty is excused from work for any of such hours. After the first day of jury duty, if his/her jury duty responsibility on any day exceeds three hours, the employee is excused from any portion of his/her next scheduled shift occurring within 24 hours following the start of such jury duty service.

When the employee who has been excused returns to work, he/she will be paid his/her normal straight-time earnings (including shift premium) provided he/she submits evidence of the time actually spent in court. Scheduled work time spent on jury duty will be counted as time worked for calculating overtime.

The Employer may elect to accommodate the evening or midnight shift employee who is called for jury duty by temporarily assigning him/her to a day shift for the period of his/her jury duty service. Article IV, Section 7 (d) of this Contract shall not be applicable when an employee's schedule is changed in order to comply with this section.

Section 13. For the purpose of determining whether an employee is to be paid one and one-half (1½) times the straight-time hourly rate for work performed on the fifth (5th) or twice the straight-time hourly rate for work performed on the sixth (6th) or the seventh (7th) day worked in a payroll week, each of the holidays named in Section 9 will count as a day worked provided the holiday would ordinarily have been worked, and those days for which an employee is paid by the Employer for jury duty in accordance with Section 12, for funeral leave in

accordance with Section 14, for the Holiday Option provided for in Section 9 (f), and for service as an Election Official in accordance with the Administrative Understanding contained herein.

Section 14. (a) An employee who is granted an excused absence for such time as may reasonably be needed for the purpose of attending the funeral of a member of his/her immediate family will be paid his/her basic straight-time hourly rate for any or all of three (3) regularly scheduled workdays during the period beginning with the day of death and ending with the day following such funeral.

(b) Should notification of the death of a covered member of a family occur during the working shift of an employee, the employee may choose either to take the balance of the shift as excused personal leave or may have the absence count as the first day of funeral leave.

(c) For the purpose of this section, the term "a member of his/her immediate family" shall be defined as, and limited to, the following:

- spouse
- children
- step-children
- parents
- step-parents
- grandparents
- grandchildren
- brothers
- sisters
- half-brothers
- half-sisters
- step-brothers
- step-sisters
- parents-in-law
- brothers-in-law
- sisters-in-law
- daughters-in-law or sons-in-law of the employee; or grandparents of the employee's spouse
- Legal guardian (when verified with official court documentation)

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

(e) Up to four (4) days will be granted to attend a funeral more than five hundred (500) miles from Oak Ridge, Tennessee, subject to the conditions of this section.

Section 15. Other ten (10) hour related information:

- When an employee is required to work overtime beyond the end of his/her scheduled shift, he/she shall be paid one and one-half times for all hours worked beyond the end of the regular scheduled shift, except as provided in section 6(d) above.
- Vacation, sick and personal time (without pay) will be accounted for in 1 hour increments.
- Jury duty will be handled in accordance with the terms of the agreement.
- It is understood that adjustments in the work schedule may be made to meet operating requirements.

- 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 shift rather than an 8-hour shift.

Section 16. Fragmented vacation 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) within the applicable payroll week.

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**ARTICLE V
WAGES**

Section 1. (a) The wage schedule as set forth in Appendix A, attached hereto and made a part hereof, shall remain in effect during the term of this contract.

- (1) 5% wage rate increase for all rates effective August 29, 2016
- (2) 5% wage rate increase for all rates effective August 28, 2017
- (3) 1% wage rate increase for all rates effective August 27, 2018
- (4) 1% wage rate increase for all rates effective August 26, 2019

(5) New hires on or after July 22, 1996 in the Building Service Worker and Grounds Service Worker job classifications will be placed in reduced wage schedules. Employees hired into the Building Service Worker and Grounds Service Worker classifications will be placed in new Rate Group 60. Incumbent employees occupying these five classifications on July 22, 1996, will continue without change in their respective Rate Groups 01, 03, 05, and 10.

(b) Any premium pay referred to in this contract is to be excluded from the calculations of pay unless specifically included.

Section 2. An employee who works Saturday and/or Sunday at his/her straight-time hourly rate will receive an additional twenty-five (25) cents per hour for such hours worked on Saturday and fifty (50) cents per hour for such hours worked on Sunday. In no case shall such payment be applied to hours not worked or for hours paid for at overtime, holiday, or premium rates.

Section 3. Whenever an employee is transferred permanently to a job paying a higher rate, he/she shall immediately receive the higher rate.

ARTICLE VI WORKFORCE LEVELING

This provision provides job security for the remaining employees by providing alternative work assignments and experience. It also reduces lost time and schedule delays due to layoffs, recalls and difficulty getting clearances approved based on staffing needs at any specific time. To gain efficiency and retain qualified employees as the ETTP footprint is reduced, the Union and the Employer agree to the following provisions:

Section 1. Work and facilities released to CROET, the City of Oak Ridge and other private entities as a result of reindustrialization and privatization of ETTP will result in completion of assignments. This is a direct result of work assigned to specific classification(s) either being minimized or eliminated.

Section 2. These operational and facility transfers may result in assignment completions resulting in staffing needs of less than one full-time employee in some classifications.

Section 3. The Employer will assign those remaining activities as follows:

- (a) These activities may be assigned by the Employer to employees in other classifications who meet the necessary training and qualifications to perform the tasks
- (b) Employees who are temporarily reclassified to perform these tasks will receive the higher rate of pay for the full shift that they are assigned to another classification.
- (c) This provision may be used to ensure that the Employer meets any necessary regulatory and procedural requirements.
- (d) The Employer is responsible for determining an employee's qualification and training when temporarily reassigning the employee.
- (e) While the Employer will make every effort to assign higher classification work as equally as practicable, this provision does not require that all employees be trained to perform all work. The employer may consider previous employee experience prior to making assignments.
- (f) Assignments to other classifications will be made as equitably as possible based on individual's qualifications and availability to perform the work.
- (g) Management and the union will mutually develop a form for tracking these hours.
 - (1) This list will be maintained by the union.
 - (2) This list will be provided to the Operations manager and Labor Relations Monday of each week.
 - (3) The list will be updated daily. Updating this list will not interfere with regularly assigned work activities
 - (4) This list will be developed in a fashion that will track equitable distribution of TR hours based on wages gained and on hours actually worked per classification.

Section 4. This assignment of work is not intended to replace full-time employees at higher classifications. These reassignments will typically be used to perform tasks that would not require employing a full time employee in the classification that had formerly performed the work.

- (a) The Employer and the Union agree to discuss temporary reassignment on a biannual basis and/or as identified in 1) and 2) below and to work cooperatively to resolve any issues.
 - (1) When Temporary Reclassification hours for any classification exceed 500 hours in a calendar year, Labor Relations and Management will perform a needs assessment. The Labor Relations Manager will notify the Union President of these findings.
 - (2) When Temporary Reclassification hours for any classification exceeds 1000 hours in a calendar year, the Labor Relations Manager and the Operations Manager will perform a needs assessment. A follow-up meeting with the Union President will occur to discuss the results of the assessment and any appropriate measures to resolve these issues, if any is necessary.
- (b) Work evolutions which may require significant use of temporary reclassification will be discussed with the union prior to performing the work. These mutually agreed upon evolutions are not subject to Section 4. (a)(1) and/or 4. (a)(2).

- (c) The Union will not arbitrarily withhold concurrence of the evolutions described in Section 4.b.
- (d) Temporary reassignment of craft may be used to supplement other classifications on non-repetitive work not including the work identified in Section 4. (b) of this section.

Section 5. Employees who are being trained to perform the work of a higher classification will receive the higher rate while training, but not for the whole day. These hours (for training purposes only) will not count toward TR hour review as outlined in Section 4.

The Employer agrees to pay each employee covered under this agreement who is active on the payroll the first of September, 2016 a one-time Workforce Leveling incentive of \$1000 within sixty (60) days of the ratification of this agreement.

**ARTICLE VII
LEAVE OF ABSENCE**

Section 1. Leave of absence, without pay, up to fifteen (15) consecutive calendar days may be granted upon presentation by an employee of evidence acceptable to the Employer that such leave of absence is for a reasonable purpose, and provided further that such leave will not interfere with operations.

Section 2. (a) Upon written request to the Employer 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 employees granted such leaves of absence may not at any time exceed one (1) per employer

(b) Each such leave of absence shall be for a period no less than six (6) months and no longer than one (1) year, and shall be granted only at such time as will not interfere with operations. Leaves of absence shall not be renewable from year to year except as mutually agreed by the parties.

(c) An employee granted such leave of absence must return all security identification issued to him/her and will be issued new identification which will permit access to the Administration Area.

Section 3. (a) An employee who returns to work after a leave of absence, as described in Sections 1 and 2, will be reinstated in the job classification within the job classification group which he/she left and for which he/she is qualified provided he/she has more seniority than the least senior employee in said job classification. If a reduction in force is necessary in order to place such employee, the procedure outlined in Article X, Section 6, will be followed.

(b) If the employee who returns to work, after a leave of absence has, at that time, less seniority than any employee in the job classification within the job classification group which he/she left, a reduction in force may be effected in accordance with the procedure outlined in Article X, Section 6.

(c) An employee who does not return to work within five (5) days following the expiration of his/her leave of absence will be considered as having resigned voluntarily and will forfeit all of his/her seniority rights.

Section 4. 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 Group Insurance contract permit, provided that he/she pays his/her share of the Group Insurance premiums at least monthly in advance, unless otherwise provided for under FMLA.

Section 5. The Employer shall grant eligible employees FMLA leave in accordance with FMLA requirements. This section is incorporated here to comply with the Family Medical Leave Act of 1993. Any modifications or amendments affecting the FMLA of 1993 will be automatically incorporated into this Collective Bargaining Agreement and will result in modification without negotiation.

**ARTICLE VIII
VACATIONS**

Section 1. (a) An employee must complete one (1) year of Company Service Credit to obtain initial eligibility for two weeks of vacation. However, one week of this initial vacation eligibility may be taken after completing six (6) months of Company Service Credit.

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

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

(d) During calendar years in which an employee completes from ten (10) through nineteen (19) years of Company Service Credit, he/she shall receive four (4) weeks of vacation.

(e) During calendar years in which an employee completes from twenty (20) through twenty-nine (29) years of Company Service Credit, he/she shall receive five (5) weeks of vacation.

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

(g) The Vacation Plan shall be administered in accordance with the vacation regulations contained in Appendix D, attached hereto and made a part hereof.

**ARTICLE IX
LAYOFF ALLOWANCE**

Section 1. Allowance Pay Schedule. Layoff allowance pay for an employee terminated by the Employer on account of reduction in force or medical termination (medical terminations do not include employees terminated due to pregnancy) shall be in accordance with the following schedule:

<u>Service Credit</u>	<u>Allowance Pay</u>
Under 1 year*	No allowance
1 year up to 20 years*	1 week for each year of service (20 weeks maximum)
21 years to 30 years*	1 week for each year (25 weeks maximum).
31 years and greater*	30 weeks maximum.

Any current employee with 35 years or greater company service on or before August 31, 2016 will receive severance according to this formula:

10 years	5 weeks (or 200 hours) and 1 week (or 40 hours) for each added year of service.
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*Layoff allowance maximums are based on an employee's years of service credit accrued as of the date this agreement is ratified.

Section 2. An employee who is rehired and subsequently laid off will receive layoff allowance based on his/her most recent rehire date.

Section 3. A layoff allowance applicable to retirement terminations will be paid in accordance with the Table in Section 1 above for Company Service Credit as of January 1, 1967. Retirement layoff allowance will not be applicable to any new employee nor for Company Service of present employees accrued on or after January 1, 1967.

ARTICLE X SENIORITY

Section 1. Definitions: (a) When an increase in force is required or there is a need for a permanent replacement, a vacancy is said to exist in a job classification.

(b) An employee is said to be laid off when he/she leaves a job classification due to a reduction in force in that job classification group.

(c) The recall listing is defined as that list on which an employee is placed at the time he/she is laid off from a job classification.

(d) An employee who, due to a reduction in force, accepts placement in another job classification group will remain on the recall listing for his/her former job classification for four (4) years.

Section 2. (a) An employee who has been in the employ of the Employer for sixty (60) consecutive days shall be considered as a regular employee of the Employer and granted seniority ranking from date of hire. Until given seniority ranking, an employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Employer.

(b) The Union may represent such employee on wages, hours, and conditions of employment, but it is agreed that the termination of employment of such employee during the probationary period shall not be subject to the Grievance Procedure, including mediation/arbitration.

Section 3. (a) The seniority of an employee shall consist of his/her total length of service in the bargaining unit, subject to the limitations noted in (b), (c), (d) below and also Section 5 of this Article. If two or more employees begin service on the same date, ties for seniority will be determined in the following order: Company Service Date; Date of Birth; Badge Number.

(b) An employee will lose his/her seniority on the date of sustained discharge for just cause, or resignation, or when he/she is on the recall listing and declines or fails to report within five (5) days or makes satisfactory arrangements when offered employment in the job classification from which he/she was laid off. An employee who is on the payroll in another job in the bargaining unit when recalled, will lose only his/her recall rights to the job to which he/she is recalled when he/she does not respond to the recall.

(c) An employee or a former employee who is on the recall listing shall continue to accumulate seniority while off the payroll only up to four (4) years from his/her group layoff date. If a former employee is not recalled within four (4) years from the date of layoff, he/she will cease to accumulate seniority. An employee who is not recalled within four (4) years from the date of layoff will lose only his/her recall rights.

If the laid off former employee who is not recalled during four (4) year recall period is later rehired into the bargaining unit, he/she will immediately be given credit for all seniority he/she had retained at the end of the four (4) year recall period as a result of his/her involuntary reduction in force.

(d) An employee whose absence from work for sickness or injury is excused or who has been granted a leave of absence as noted in Article VII, Sections 1 and 2 (a), shall accumulate seniority during such absence.

Section 4. Seniority as provided in this Article will be administered by each of the job classification groups within the Committee Divisions as noted in Appendix C.

Section 5. If an employee is transferred from one job classification group to another, he/she will start accumulating seniority in the new group from the effective date of transfer. He/she will retain his/her seniority for a period of one (1) year in the job classification group from which he/she was transferred. At the end of that period his/her total plant seniority will be transferred and he/she will cease to have seniority ranking in his/her former job classification group. This Section applies to the administration of seniority only.

Section 6. (a) When a reduction in force is to be made in any job classification within a job classification group, such reduction and any resulting displacement of less senior employees affected by the reduction shall be accomplished within twenty (20) calendar days from the date of such notice.

- (1) The employee having the least amount of seniority in the job classification shall be the first to be laid off subject to the provisions of (d) below or except as noted in (3) below.
- (2) Any employee thus scheduled for layoff may displace, if he/she so desires, the least senior employee in an equal or any lower rated job classification in the same job classification group whose work he/she has the skill and qualifications to perform. Employees in job classification groups 19, 20, and 26 may also displace a less senior employee in a higher rated job classification in the same job classification group whose work he/she has the skill and qualifications to perform.
- (3) During layoffs the senior employee can choose to displace the less senior employee holding the layoff notice in their effected classification. The senior employee who exercises this layoff displacement will be due Layoff Allowance pay in accordance to their credited year of service.

(b) In a layoff involving employees having the same seniority date, the layoff will be from the bottom of the current seniority listing as maintained by the Contractor.

(c) If an employee who is to be displaced or laid off does not desire to or cannot displace another employee, he/she may accept layoff from the payroll or will be offered employment elsewhere in the bargaining unit provided a vacancy exists to which no other employee has greater seniority rights and he/she has the required skill and qualifications to perform the work. Also, such employee may be given consideration for placement in a job outside the bargaining unit when a vacancy exists and for which he/she is qualified before new employees are hired for this job.

(d) It is understood that when a reduction in force is to be made in any job classification within a job classification group, the following employees may be retained irrespective of seniority:

- (1) A physically handicapped employee who by reason of occupational injury merits special consideration.
- (2) Employees noted in Section 8 of this Article.

Section 7. When a vacancy exists, the job will be offered:

(a) First, to qualified current employees or former employees on the recall listing who have been displaced or laid off from the job classification in the job classification group wherein the vacancy exists in order of seniority at time of such layoff.

(b) Next, if none of the above employees or former employees are available, the job then can be filled by promotion of any qualified employee within that job classification group. A list of vacancies will be posted on the bulletin boards and consideration will be given to qualified applicants in lower rated jobs within that job classification group who make application for such vacancies within ten (10) days following such posting. If two or more employees are considered approximately equal in qualifications, the senior employee will be given preference.

(c) A list of vacancies will be posted on the plant bulletin boards and consideration will be given to qualified applicants from any other seniority group within the plant who make application for such vacancies within ten (10) calendar days following such posting. If the last posting day is on a weekend or holiday, the listing will remain posted through the next workday following the weekend or holiday. This listing may be posted during the period the Employer is considering employees for promotion from within the job classification group as noted in (b) above. An employee may not submit a job bid under the provisions of (c) above while the Employer is processing a previous bid from the employee.

(d) When an employee who applies for a job under the provisions of (c) above is offered and accepts or rejects the job applied for, the Employer will not be required to accept his/her application for another job unless six (6)

months have elapsed from the time he/she was offered and accepts or rejects the job. When an employee is awarded and accepts a job bid and the employee is not released within thirty (30) calendar days from the date of his/her acceptance, the bidder will then be reclassified, paid the new rate, and given a new seniority date.

(e) If none of the above employees are qualified or available, the Employer may fill the job as it sees fit.

Section 8. (a) Employees on the active payroll (and full-time Union officials who are on a leave of absence as provided in Article VI, Section 2) who have at least twelve (12) months service in the plant and who have been elected and are serving as District Stewards, or Division Committeepersons, or officers of the Local Union having on-the-job contract administration responsibilities (not to exceed a total of eleven (11) officers at any one time), during their term of office shall assume seniority for purposes of layoff, greater than that of all other employees in their respective job classification groups within their respective Committee Division. This provision does not apply to union representatives appointed or serving temporarily.

(b) Upon receipt of written notice by the Union to the Employer that an employee is no longer serving as a representative of the Union as defined in (a) above, said employee's super-seniority as provided in (a) above will be canceled immediately. Furthermore, if a reduction in force has been made in the job classification within the job classification group of said employee while he/she had super-seniority and if he/she is being currently retained solely because of such super-seniority, he/she will be displaced or laid off in accordance with the provisions of Section 6. If a vacancy is created thereby, the provisions of Section 7 will be followed.

Section 9. The Contractor agrees to establish and to maintain a recall listing of laid-off employees and former employees and to maintain a seniority listing showing the names of all employees in the order of their seniority ranking in the various classifications in the job classification groups. Eight (8) copies of such listing will be given to the Union for their sole and exclusive use within thirty (30) days after the effective date of this contract and a revised list each six (6) months thereafter.

Section 10. A veteran who has been previously employed by the Employer, before his/her induction into the armed forces or the United States Merchant Marine, shall have all rights as accorded under the Universal Military Service and Training Act and Public Law No. 87.

Section 11. Seniority As A Result of Workforce Transition

In the event of a conflict between the wording and intent of this Section 12 and that of other sections within this Agreement, it is specifically agreed that the wording and intent of this Section 12 shall apply.

USW Workforce Flow from Contractor to Subcontractors

The subcontractor will advise the Contractor of the number of employees needed to fulfill its staffing requirements for the work to be subcontracted.

(a) Assignments with subcontractors will be given first to incumbents performing the work being subcontracted out. If the employee(s) turn down the opportunity it will then be offered to the next highest senior incumbent employee. If the available positions are not filled in this manner the positions will be filled in accordance with (b) below.

(b) If there are not enough incumbents performing the work being subcontracted, to fill the subcontractor's staffing needs, employees in the same job classification group may volunteer for assignment. The senior qualified employees will then be selected to fill the available positions. If there are not enough incumbents or volunteers to fill the needs of the subcontractor, then the remaining positions will be offered in accordance with (c) below.

(c) Assignments with the subcontractor will be offered to the least senior employee on the seniority list until the positions are filled. If employees do not accept assignment to work for the subcontractor they will be considered to have voluntarily resigned employment.

(d) If vacancies continue to exist then the terms of Article X, Section 7 will apply.

Note: Incumbents may turn down a job offer only once and not be considered as voluntarily quitting, provided

the positions are filled by volunteers and/or less senior employees. Turning down any subsequent job offer will be considered a voluntary quit.

Duration of Employment

Transitioned employees must remain with subcontractors until they voluntarily quit, retire, are laid off, or are terminated for cause.

Layoff Conditions

Reductions in force by an Employer will be governed by the provisions of Article X, Section 6. When an Employer schedules a layoff, that Employer will provide ninety (90) days' notice to the Contractor and the Contractor will make its best effort to provide for continuing employment of the employees by initiating the following steps:

- (a) Transitioning the affected employees to other Employers, provided work is available, or
- (b) Transitioning employees to the Contractor provided work is available.

(c) In the event no work is available in any of the preceding steps, then the affected employee(s) may displace, if he/she so desires, the least senior employee(s) with another Employer in an equal or any lower-rated job classification in the same job classification group whose work he/she has the skills and qualifications to perform at the site. If necessary the affected employee will have the opportunity to demonstrate to the subcontractor that he/she has the skills and qualifications to perform the work. This is the only time site-wide application will be allowed. It is understood that this site-wide application of seniority will apply only to current employees and those on the Recall Listing as of the date of ratification of this agreement.

Vacancies

Should a vacancy exist with a specific Employer at a time when there are no Contractor or other subcontractor employees in the required job classification available to transition, then any qualified employee on site may apply for that position.

ARTICLE XI GRIEVANCE PROCEDURE

Section 1. Stewards and Other Union Officials

The Employer agrees to recognize the following number of properly certified union representatives, for the purpose of representing employees in the Grievance Procedure.

(a) Number of Committeepersons and Distribution

Committeeperson assignments are designated and are in accordance with Appendix B.

(b) Number of Stewards

Steward Districts are designated and are in accordance with Appendix B.

(c) Stewards and Committeepersons may assist in settling grievances under this Article without loss of pay, provided they arrange with their supervisor to leave work for the purpose of handling a grievance. Permission to leave work will be granted provided it does not conflict with efficient operations. Such permission will not be unreasonably withheld.

Section 2. Pre-Grievance Communication

Prior to filing a formal, written grievance under the procedures in the following "Grievance Procedures" section, all employees are encouraged to discuss any matter(s) which they feel need adjustment with their supervisor. If the employee is not satisfied with the supervisor's response, the employee may then proceed to follow the formal grievance procedures set forth below if he/she so desires.

Section 3. Grievance Procedures

Unless a grievance is withdrawn by mutual consent, the decision of the Employer shall be final and binding unless the grievance is arbitrable as defined in Article XI, Section 1, in which case it may be submitted to arbitration as set forth in Article XI, Section 2.

Any grievance arising under the terms of this Contract or an alleged violation thereof shall be handled in the following manner. The time periods set forth in Steps 1, 2, and 3 below, may be extended by mutual agreement in writing of the Employer (Labor Relations Manager or his designee) and the Union (President or his designee).

Step 1. Pre-grievance Oral Discussion

When any employee subject to the provisions of this Contract feels that he or she is aggrieved by an alleged violation of this contract, he or she, through his or her Union Steward, shall, within seven (7) days after the occurrence of the alleged violation, give notice to his or her designated Employer Supervisor, stating the Contract provision(s) alleged to have been violated. The Union Steward, Employee, and the Employer Supervisor shall attempt to resolve the matter.

Step 2.

In the event that the matter is not resolved between the Employee, Union Steward, and the Employer Supervisor within seven (7) days from the date that notice is given as required in Step 1, the matter will be reduced to writing and must be appealed by the Union President, or other Union Officer, to an Employer official within seven (7) days following the Step 1 answer. Then the employee, Union Steward, applicable Committeeperson, Employee's Manager and Labor Relations representative shall meet within seven (7) days in an attempt to resolve the matter. The Labor Relations representative shall respond to the Union in writing within 7 (seven) days stating the company's position.

Step 3.

If the grievance has not been satisfactorily resolved in Step 2, the matter must be appealed by the Union President, or other Union Officer, to the Labor Relations Manager within seven (7) days following the Step 2

answer. The Employer will schedule a Step 3 hearing within seven (7) days of this appeal. The Step 3 hearing may be attended by Employer representatives, the International Representative, the Union President, Vice President, Committeeperson(s) within the affected Committeeperson Division(s), the Steward, and the aggrieved parties. Following the Step 3 hearing, the Employer will respond, in writing stating its position within ten (10) days. This response will be addressed to the President of USW 9-288, and mailed to the address of the Union Hall.

If the grievance has not been satisfactorily resolved in Step 3, then within thirty-one (31) calendar days following the Employer's written decision in Step 3, the matter may be referred to final binding arbitration under the procedures of Article XII of this agreement.

Section 4. Any grievance not taken up with an employee's immediate supervisor within seven (7) days after the occurrence of the incident from which the grievance arose cannot thereafter be processed through the Grievance Procedure. A grievance will be considered settled if the decision of the Employer is not appealed to the next higher step in the above procedure within seven (7) days after a decision has been rendered by the Employer except that appeal to the Mediation/Arbitration may be made within thirty-one (31) days.

Section 5. Grievances arising out of discharge or disciplinary suspension may be initiated at the Third Step of the above procedure after an employee has protested the action to his/her immediate supervisor and has failed to secure a satisfactory settlement.

Section 6. Every reasonable effort shall be made to settle grievances promptly. In the calculation of time limits under the Grievance and Mediation/Arbitration Procedure, Fridays, Saturdays, Sundays and holidays are excluded.

Section 7. The Union shall notify the Employer in writing promptly of the appointment or election of all Stewards, Committeepersons, and officers. Whenever a regular certified Union representative is absent from his/her job for any length of time, the Union may, if it feels it is necessary, appoint an assistant Steward or Committeeperson in place of the regular Steward or Committeeperson and shall notify the Employer in writing in advance. This appointee shall act in this capacity when the regular Steward or Committeeperson is not working and until the Employer is notified by the Union that the appointment is canceled.

Section 8. Grievance settlements arrived at between the Union and an Employer will be binding on that Employer, but will be considered non-precedent setting with respect to the other Employers signatory to this agreement.

Section 9. A new grievance form will be developed to coincide with these procedural changes. The Union President and UCOR Labor Relations Manager will develop this form for use following ratification of this agreement.

ARTICLE XII MEDIATION/ARBITRATION

Section 1. If a grievance is not satisfactorily settled by the procedure outlined in Article XI, the grievance may be submitted to mediation and/or arbitration if it involves the meaning or application of the contract.

Section 2. (a) To enhance stable industrial relations between the Employer and the Union, mediation prior to arbitration shall be considered in an effort to avoid arbitration. Within twenty (20) days after the decision of the Employer in the third step of the Grievance Procedure, the Union may, if it desires, and with the mutual consent of the Employer, elect to have the grievance heard by a mediator appointed by the Federal Mediation and Conciliation Services. Any decision rendered by this mediator will be advisory in nature and shall not be binding on either party. The fact that mediation was not elected, nor the results of any occurring mediation, shall not be used or disclosed in any arbitration matter.

(b) Within thirty-one (31) days after the decision rendered by the Employer in the Third Step of the Grievance Procedure, the Union may, if it desires to arbitrate a matter which is subject to arbitration under the terms of this contract, request the Director of the Federal Mediation and Conciliation Service to submit the names of five (5) arbitrators to each of the parties. A copy of the Union's letter will be sent to the Employer.

(c) The Arbitrator shall be selected from the list submitted by the Federal Mediation and Conciliation Service. Decided by lot, either the Union or the Employer shall strike one name and the other party shall strike one name from the list and they thereafter shall alternately strike a name until the name of one individual remains, and he/she shall be designated as Arbitrator in the matter.

(d) The Federal Mediation and Conciliation Service shall be notified by joint letter of the Employer and Union of the Arbitrator selected within five (5) days of the selection under (b) above.

(e) Any grievance which has not been scheduled by an arbitrator within two (2) years after the date of appeal to arbitration will be considered withdrawn by mutual consent on a no precedent basis.

(f) The decision rendered in the case by the Arbitrator shall be final and binding on both parties except as provided in the following Section 3.

Section 3. The Arbitrator acting under Section 2 of this Article shall not have the power to add to, to disregard, or to modify any of the provisions of this contract, nor shall the Arbitrator have the power to change any penalty imposed by the Employer unless upon the facts of the case presented before him/her, he/she finds that the Employer has violated the terms of this contract or has acted in an arbitrary or unreasonable manner.

Section 4. Each party shall bear its respective expenses; and the expenses incident to the services of the third party shall be borne equally between the Employer and the Union.

Section 5. (a) The Arbitrator shall be requested by the Employer and the Union to render a decision within thirty (30) days after the arbitration hearing.

(b) Where the mediation/arbitration proceedings involve discussions of classified information, the Mediator/Arbitrator shall be cleared by the Government Agency having jurisdiction if the Agency feels that such clearance is required.

Section 6. In any proceedings under this Article, the Employer will make every reasonable effort to release from work employees needed as witnesses.

**ARTICLE XIII
RESPONSIBILITIES**

Section 1. Subject to the Union rights as set forth in this contract, the Employers shall continue to exercise exclusive responsibility for the management of the ETPP worksite, including the selection and direction of the working forces, the right to adopt and enforce reasonable work rules and regulations, provided it does not violate any article of the collective bargaining agreement, and the right to promote, demote, transfer, hire, rehire, discipline, discharge, and to determine the job content and qualifications of employees, and the Union agrees these rights are vested exclusively with each Employer. Claims of discriminatory promotion, demotion, discipline, or discharge shall be subject to and decided through the Grievance Procedure and Mediation/Arbitration procedures in this Agreement.

The Employer will provide advance notification of any new work rule or of any changes to existing work rules. This notice will be at least 15 days prior to any such changes.

Section 2. USW Work

Employer agrees that the work traditionally and routinely performed by the USW bargaining unit workforce at the ETPP worksite will continue to be performed by the USW bargaining unit workforce when such work is transitioned from UCOR LLC to its subcontractor(s).

**ARTICLE XIV
DISABILITY PAY**

Section 1. Short Term Disability Plan

An employee disabled and unable to work due to illness, pregnancy, or occupational or non-occupational injury, will be paid their basic straight-time hourly rate in accordance with the terms and conditions of the Short Term Disability Plan (3 - tier plan as follows: 100% of first 6 weeks, 80% for next 6 weeks, and 60% of final 14 weeks, if eligible and can supplement tier - 2 or 3 with vacation) as set forth in the *East Tennessee Technology Park Health & Welfare Benefit Plan, Summary Plan Description (SPD)* depending on the terms of the applicable collective bargaining agreement, which provides for payment in accordance with Section 3 of this Article:

<u>Company Service Credit</u>	<u>Maximum No. of Days of Payment Per Absence</u>
at least one month but less than 2 months	30 days
at least one month but less than 3 months	60 days
at least one month but less than 4 months	90 days
at least one month but less than 5 months	120 days
at least one month but less than 6 months	150 days
at least six or more months	180 days

Maximum No. of Days of Payment

Section 2. Long Term Disability Plan

An employee totally disabled for 180 days will become eligible to receive sixty percent (60%) of his/her monthly basic straight-time rate up to a specified maximum monthly benefit paid in accordance with the terms and conditions of the Long Term Summary Plan description set forth in the *East Tennessee Technology Park Health & Welfare Benefit Plan, Summary Plan Description (SPD)* and will be paid, if he/she is disabled as defined in the above-referenced SPD, until he/she 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 SPD 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/she received treatment during the three month period before his/her 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) Payments under these plans will be made only to employees whose absence is due to non-occupational or occupational disability and will not be paid to employees who are absent for other reasons.

(c) Payments will only be made when the Employer is provided, if it so requests, with a doctor's certificate, subject to confirmation by a doctor selected by the Employer, as proof that the employee's absence was due to legitimate non-occupational or occupational illness or injury. Under normal circumstances, a doctor's certification will not be requested by the Employer during the first three consecutive calendar days of the absence. However, certification may be requested by the Employer for any or all of the first three days if the Employer has reason to question the absence.

(d) Disability pay for the first three (3) days absent is discontinued. If an employee is absent seven (7) consecutive calendar days and has a doctor's verification/certification, the absence will be paid from the first day.

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

(f) Payments are applicable only for the normal workweek and normal workday. In case working hours of the plant are changed, it is understood that payment under the above schedule will be changed in direct proportion to the change in working hours.

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

Section 4. Administration of Plans

(a) Short Term Disability Plan

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

(b) Long Term Disability Plan

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

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

**ARTICLE XV
MISCELLANEOUS**

Section 1. (a) Supervisory personnel shall not do non-supervisory work which will deprive employees of jobs regularly performed by them. This does not prevent such supervisory personnel from performing necessary functions of instruction to employees, or from operating equipment or processes in emergency 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/her job.

Section 2. The Employer will provide one hundred percent (100%) financial assistance to eligible employees who, while still employed and outside of their regular working hours, satisfactorily complete qualified courses of study in recognized schools or colleges.

Section 3. Company Service Credit will be determined in accordance with Company Service Credit Rules as set forth in Appendix E.

Section 4. Physical Examinations

(a) An applicant, prior to being hired, must meet certain standards of health and physical fitness as determined by a physical examination. A licensed physician employed by the Employer will give the physical examination.

(b) The Employer will afford periodic physical examinations to its employees in order to aid them in guarding and improving their health.

(c) The Employer, upon request, will discuss the result of his/her physical examination with an employee.

(d) The Employer will review blood borne pathogen protections available and offer Hepatitis B vaccines to the appropriate classification as determined by UCOR Safety and Health and the Site Occupational Medical Provider.

Section 5. The Employer agrees to allow employees, prior to the end of the shift, an amount of time not to exceed ten (10) minutes under normal conditions, to shower and change clothes.

**ARTICLE XVI
SAFETY AND HEALTH**

Section 1. The Union's role in safety and health is advisory. The Employer encourages the Union's active participation.

Section 2. The Employer and Union recognize the importance of maintaining a safe working environment, cooperating toward the objective of eliminating health and safety hazards by educating, training, and expecting employees to follow all health and safety rules and procedures.

Section 3. All employees shall be expected to conform to the rules and procedures concerning radioactive materials and any other safety rules and regulations that may be issued from time to time by the Employer. The Employer has adopted and will maintain an ongoing ALARA program.

Section 4. The Union recognizes the desirability of maintaining safe and clean working conditions at all times and agrees to cooperate with the Employer in maintaining these conditions.

Section 5. The Employer will be responsible for implementing their own safety program and involving bargaining unit employees, selected by the Union, in that program. The Employer will also support bargaining unit participation on the Contractor's Zero Accident Council.

Section 6. Occupational accident, injury and illness records shall be kept and maintained by the Employer. As required by OSHA regulations, reports pertaining to bargaining unit personnel will be made available to the Union upon release by the employee.

Section 7. The Employer will abide by all applicable Federal, State, and Local laws and regulations pertaining to environmental, safety and health at the site. Information regarding environment, safety, and health will be made available to any subcontractor employee under those specific laws and regulations.

Section 8. The Employer and their sub-tier subcontractor(s) shall send their employees that have suffered a job-related injury or illness to the designated Contractor Medical Facility for medical treatment. Copies of the reports of the medical findings made by the medical service used by the Employer shall be available on request to the employee. The confidentiality of medical results shall be respected.

Section 9. No employee who, in good faith, believes that there exists an unsafe condition, changed from the normal hazards inherent in the operation, so that there is risk of death or serious injury, shall be required to continue work on that job until its safety is evaluated. All employees shall have the right and responsibility to report unsafe conditions and to interrupt or stop unsafe work without fear of reprisal.

Section 10. Employees shall be provided with health and safety instructions to assure that assigned duties may be performed safely. Employees shall be informed of the potential hazards of any materials known to be hazardous or toxic to humans to which they may be exposed.

Section 11. The Employer will provide appropriate, personal protective equipment as required for the safety and health of all employees. The Employer agrees to provide each employee one pair of safety shoes annually or as needed to be utilized as Employer issue footwear. Thermal underwear and socks will also be made available to all employees required to do extensive outside work (two hours or more per day) during winter months.

Section 12. The Employer shall determine the worker exposure levels to potentially hazardous chemical substances or physical agents. The results shall be compared to the prescribed standard exposure limits in the current DOE Order.

Section 13. Periodic medical evaluations shall be conducted by or under the supervision of the Employer's physician and shall be made available to all employees at no cost to the employee. An employee, upon request, shall have the opportunity of discussing the results of his or her medical examination with the Employer physician.

Section 14. If an employee sustains an occupational injury or occupational disease covered under the Tennessee Worker's Compensation Act, the employee shall be examined and treated at no cost to the employee, including specialty care as directed by the Contractor Occupational medical provider.

(a) If the Contractor occupational medical provider directs special care, the Employer shall provide pertinent information to the examining physician.

(b) For each examination under this paragraph, the Contractor occupational medical provider shall make available to the employee and Employer upon written request the following:

- (1) The results of any related medical examination and tests,
- (2) The medical provider's opinion concerning the employee's health status,
- (3) The medical provider's recommended restrictions of an employee's work activities.

(c) A written medical opinion shall not reveal specific findings or diagnoses unrelated to this occupational injury or illness.

(d) Employee medical surveillance records shall be maintained in accordance with DOE directives.

(e) Copies of an employee's medical record including, but not limited to, those items described in Paragraph (b) above, shall be made available to the employee upon submission of a written authorization signed by the employee.

Section 15. Two Union Health and Safety Representatives shall be appointed by the Union and will remain under the direction of the Contractor. The role of the USW Health and Safety Representatives is to be an advocate for the health and safety of the USW bargaining unit employees of the Employer. The Union agrees to meet with the Employer and discuss reducing this number when the number of USW employees drops below fifty (50).

Section 16. When an investigation is conducted in regard to a recordable or lost-time injury to a bargaining unit employee or in regard to an occupational illness of a bargaining unit employee, the Union will designate as the Union's representative a bargaining unit employee from the Employer of the affected employee. It is understood that the Union Health and Safety Representatives, as defined in Section 15, shall also participate in the investigation.

Section 17. The Employer agrees to recognize the role and involvement of the USW Health and Safety Representatives in acting as a liaison with the Employer's bargaining unit employees.

Section 18. The parties agree to make reasonable efforts to maintain a Drug-Free Workplace. In this joint effort, prevention of substance abuse will include, but not be limited to, training of employees and testing. The following process applies to employees who have been determined to have a "non-negative" drug test under the company Drug and Alcohol Control policy. The affected employees will be sent off the project until the confirmation test is complete and if the test does not result in a confirmed "positive" drug test; the employee will be returned to work and paid for the time off during the drug test confirmation process. If the drug test results in a confirmed "positive" test, the employee is terminated and will not be paid for the time off during the confirmation process.

**ARTICLE XVII
TERM OF CONTRACT AND WAGES**

Section 1. It is hereby agreed that this contract contains the complete agreement between the parties or their successors, and no additions, waivers, deletions, changes or amendments shall be made during the life of this contract except by mutual consent, in writing, of the parties hereto.

Section 2. This contract shall become effective as of 12:01 a.m. September 1, 2016, and shall continue in effect until midnight, August 31, 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 the contract.

Section 3. The Wage Schedule set forth in Table 1(A) of Appendix A shall become effective August 29, 2016, and remain in effect until midnight August 27, 2017.

Table 1(B) shall become effective August 28, 2017, remain in effect until midnight August 26, 2018.

Table 1(C) shall become effective August 27, 2018 remain in effect until midnight August 25, 2019.

Table 1 (D) shall become effective August 26, 2019 and remain in effect until midnight August 31, 2020.

Section 4. This agreement between the Employer and the Union is subject to ratification by the local union membership.

APPROVALS

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be signed by its duly authorized representatives on August, 24, 2016.

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL, SERVICE WORKERS INTERNATIONAL UNION (USW) AND ITS LOCAL 9-288

/s/Alan Jones, International Staff Representative

/s/ Charles Edington, President

/s/ Robert Griffith, Vice President

/s/ Sam Lowe, Committeeperson

/s/ Steve Grider, Committeeperson

/s/ Lester Kilgore, Committeeperson

/s/ Darryl Moore, Committeeperson

UCOR

/s/ Ken Rueter, UCOR President and Project Manager

/s/ Ted Myers, Administrative Services Manager

/s/ Len Morgan, Labor Relations Manager

/s/ Bob Slover, Labor Ombudsman

/s/ Mary Alice Douglass, Human Resources Manager

/s/ Woody Strom, Surveillance, Maintenance and Operations Manager

/s/ Karen Scott HR/LR Representative

APPENDIX A – TABLE I (A)
Effective August 29, 2016 through August 27, 2017 (5%)

The following wage rates and rate progression schedules are effective in accordance with the provisions of the collective bargaining agreement.

<u>Group</u>	<u>Start</u>	<u>3 MOS.</u>	<u>6 MOS.</u>	<u>9 MOS.</u>	<u>12 MOS</u>
1	\$21.37	\$22.48	\$23.54		
3	\$22.17	\$23.25	\$24.23		
5	\$23.13	\$24.16	\$25.21		
10	\$23.78	\$24.94	\$26.13		
11	\$24.26	\$25.49	\$26.72		
12	\$24.29	\$25.50	\$26.72		
13	\$24.81	\$26.03	\$27.24		
14	\$25.28	\$26.48	\$27.67		
15	\$25.35	\$26.58	\$27.77		
16	\$25.83	\$27.04	\$28.23		
17 / 17A	\$26.85	\$28.19	\$29.49		
18	\$27.13	\$28.46	\$29.76		
19	\$27.84	\$29.15	\$30.56		
20	\$27.89	\$29.22	\$30.57		
21	\$29.55	\$30.94	\$32.32		
22	\$29.70	\$31.06	\$32.45		
25	\$30.25	\$31.61	\$33.05		
28	\$31.22	\$32.76	\$34.24		
29	\$31.99	\$33.53	\$35.03		
24	\$27.46	\$30.12	\$32.77		
26	\$28.47	\$31.22	\$33.97		
27	\$28.70	\$31.51	\$34.24		
33 / 33A	\$31.30	\$34.25	\$37.23		
34	\$32.68	\$35.72	\$38.71		
30	\$31.99	\$33.53	\$35.10	\$35.42	\$35.74
60	\$21.42	\$22.47	\$23.52		

APPENDIX A – TABLE I (B)
Effective August 28, 2017 through August 26, 2018 (5%)

The following wage rates and rate progression schedules are effective in accordance with the provisions of the collective bargaining agreement.

<u>Group</u>	<u>Start</u>	<u>3 MOS.</u>	<u>6 MOS.</u>	<u>9 MOS.</u>	<u>12 MOS</u>
1	\$22.44	\$23.60	\$24.72		
3	\$23.28	\$24.41	\$25.44		
5	\$24.29	\$25.37	\$26.47		
10	\$24.97	\$26.19	\$27.44		
11	\$25.47	\$26.76	\$28.06		
12	\$25.50	\$26.78	\$28.06		
13	\$26.05	\$27.33	\$28.60		
14	\$26.54	\$27.80	\$29.05		
15	\$26.62	\$27.91	\$29.16		
16	\$27.12	\$28.39	\$29.64		
17 / 17A	\$28.19	\$29.60	\$30.96		
18	\$28.49	\$29.88	\$31.25		
19	\$29.23	\$30.61	\$32.09		
20	\$29.28	\$30.68	\$32.10		
21	\$31.03	\$32.49	\$33.94		
22	\$31.19	\$32.61	\$34.07		
24	\$28.83	\$31.63	\$34.41		
25	\$31.76	\$33.19	\$34.70		
26	\$29.89	\$32.78	\$35.67		
27	\$30.14	\$33.09	\$35.95		
28	\$32.78	\$34.40	\$35.95		
29	\$33.59	\$35.21	\$36.78		
30	\$33.59	\$35.21	\$36.86	\$37.19	\$37.53
33 / 33A	\$32.87	\$35.96	\$39.09		
34	\$34.31	\$37.51	\$40.65		
60	\$22.49	\$23.59	\$24.70		

APPENDIX A – TABLE I (C)
Effective August 27, 2018 through August 25, 2019 (1%)

The following wage rates and rate progression schedules are effective in accordance with the provisions of the collective bargaining agreement.

<u>Group</u>	<u>Start</u>	<u>3 MOS.</u>	<u>6 MOS.</u>	<u>9 MOS.</u>	<u>12 MOS.</u>
1	\$22.66	\$23.84	\$24.96		
3	\$23.51	\$24.66	\$25.70		
5	\$24.53	\$25.62	\$26.74		
10	\$25.22	\$26.45	\$27.71		
11	\$25.73	\$27.03	\$28.34		
12	\$25.76	\$27.04	\$28.34		
13	\$26.31	\$27.60	\$28.89		
14	\$26.81	\$28.08	\$29.34		
15	\$26.88	\$28.19	\$29.45		
16	\$27.39	\$28.68	\$29.94		
17 / 17A	\$28.47	\$29.90	\$31.27		
18	\$28.77	\$30.18	\$31.56		
19	\$29.52	\$30.91	\$32.41		
20	\$29.58	\$30.99	\$32.42		
21	\$31.34	\$32.81	\$34.28		
22	\$31.50	\$32.94	\$34.41		
24	\$29.12	\$31.94	\$34.75		
25	\$32.08	\$33.52	\$35.05		
26	\$30.19	\$33.11	\$36.03		
27	\$30.44	\$33.42	\$36.31		
28	\$33.11	\$34.74	\$36.31		
29	\$33.93	\$35.56	\$37.15		
30	\$33.93	\$35.56	\$37.22	\$37.56	\$37.91
33 / 33A	\$33.19	\$36.32	\$39.48		
34	\$34.66	\$37.88	\$41.05		
60	\$22.72	\$23.83	\$24.94		

APPENDIX A – TABLE I (D)
Effective August 26, 2019 through August 31, 2020 (1%)

The following wage rates and rate progression schedules are effective in accordance with the provisions of the collective bargaining agreement.

<u>Group</u>	<u>Start</u>	<u>3 MOS.</u>	<u>6 MOS.</u>	<u>9 MOS.</u>	<u>12 MOS</u>
1	\$22.89	\$24.08	\$25.21		
3	\$23.75	\$24.90	\$25.95		
5	\$24.77	\$25.88	\$27.00		
10	\$25.47	\$26.71	\$27.99		
11	\$25.99	\$27.30	\$28.62		
12	\$26.02	\$27.31	\$28.62		
13	\$26.57	\$27.88	\$29.18		
14	\$27.08	\$28.36	\$29.64		
15	\$27.15	\$28.47	\$29.74		
16	\$27.67	\$28.96	\$30.24		
17 / 17A	\$28.76	\$30.19	\$31.59		
18	\$29.06	\$30.48	\$31.88		
19	\$29.82	\$31.22	\$32.73		
20	\$29.87	\$31.30	\$32.74		
21	\$31.65	\$33.14	\$34.62		
22	\$31.81	\$33.27	\$34.76		
24	\$29.41	\$32.26	\$35.10		
25	\$32.40	\$33.86	\$35.40		
26	\$30.49	\$33.44	\$36.39		
27	\$30.74	\$33.75	\$36.67		
28	\$33.44	\$35.09	\$36.67		
29	\$34.26	\$35.91	\$37.52		
30	\$34.26	\$35.91	\$37.60	\$37.94	\$38.28
33 / 33A	\$33.53	\$36.69	\$39.88		
34	\$35.00	\$38.26	\$41.46		
60	\$22.94	\$24.07	\$25.19		

TABLE II -- JOB CLASSIFICATION GROUPING

<u>Job Classification</u>	<u>Rate Group</u>
Brickmason	33
Building Service Worker	10, 60
Cable Splicer	33
Carpenter	33
Cement Finisher	33
Chauffeur	13
Electrical Mechanic	33
Fire Protection Specialist	30
Garage Mechanic	33
Grounds Service Worker	10, 60
Heavy Equipment Mechanic	33
Heavy Equipment Operator	33, 33A
Instrument Maker	34
Instrument Mechanic	33
Laundry Washer	16
Line Mechanic	33
Locksmith	33
Lubricator	20
Machinist	33
Maintenance Mechanic	33
Operator	30
Operator Trainee	19
Painter	33
Refrigeration Mechanic	33
Sheet Metal Worker	33
Shipping/Receiving/Materials Clerk	24
Truck Driver (Over 3½ Tons)	17, 17A
Welder	33

GENERAL PROVISIONS

(a) Employees are given consideration for scheduled rate increases to their respective job rates upon completion of the periods of continuous service outlined in the Wage Schedule set forth in the above tables.

(b) Such rate increases are granted on a periodic merit progression basis in accordance with the above tables, counting from the date of placement in the classification and are granted only if the workmanship and ability of the employee have been satisfactory.

(c) If a scheduled merit progression increase is not granted, the immediate supervisor of the employee thus affected will notify the employee in writing of the reason for such rejection. If the employee feels such action is unjust, he/she may file a grievance. The supervisor may originate such increase at any time thereafter when the workmanship and ability of the employee warrants. Future consideration for advancement within the merit progression scale will be given at each period as per Table 1(A) or Table 1(B) thereafter until he/she reaches the job rate.

(d) An employee who is promoted will receive the middle rate for the new job but in no case less than a ten-cent (\$.10) increase provided such increase is not in excess of the job rate. If the starting rate for the new job amounts to less than a ten-cent (\$.10) increase, the employee will receive the next higher rate in the progression schedule for the new job and his/her rate will be considered at each period as per Table 1(A) or Table 1(B) beginning on the effective date of promotion until he/she reaches the job rate.

(e) An employee who is reduced from one job classification to another will assume the rate in the lower rate progression schedule to which his/her total length of such related work experience entitles him/her.

(f) Approved rate changes will become effective on the Monday following the eligibility date.

(g) An employee who is displaced from a job classification and is thereafter restored with seniority to that classification will assume a position in the progression schedule corresponding to his/her position at the time he/she was displaced.

(h) A displaced employee from a rate group 17 or higher who accepts placement while on the payroll in a job classification in rate groups 01, 03, 05, 10, 11, 12, 13, or 18 will assume placement in the progression schedule for his/her new classification based on his/her total length of plant service.

APPENDIX B

The following Committee Divisions and Steward Districts are recognized for the purpose of Union representation at the site in accordance with Article X.

Committee Division I

**Steward
District**

6 Refrigeration Mechanics, Sheet Metal Workers
12 Maintenance Mechanics, Welders, Heavy Equipment Operators, ET&I Maintenance Mechanics
30 Carpenters, Locksmiths, Masons, Painters

Committee Division II

**Steward
District**

13A Shipping/Receiving/Materials Clerks
31 Grounds Service Workers, Building Service Workers

Committee Division III

**Steward
District**

24A Maintenance Site Services Electrical Mechanics, Cable Splicers, Line Mechanics
28 Maintenance Site Services Instrument Mechanics and Electrical Test Mechanics
35 Laundry Washers, Chauffeurs, Lubricators, Garage Mechanics, Truck Drivers, Heavy Equipment Mechanics

Committee Division IV

**Steward
District**

33A Fire Protection Operations (Fire Protection Specialist)
33 USW Officials (including Health and Safety Representatives)
12 Operator

APPENDIX C

The seniority provisions of this contract, as set forth in Article X, shall be administered by the following job classification groups within each Plant Committee Division:

Plant Committee Division I

<u>Group</u>	<u>Job Classification</u>
1	Sheet Metal Worker (33)
2	Instrument Maker (34)
3	Maintenance Mechanic (33)
4	Refrigeration Mechanic (33)
5	Welder (33)
6	ET&I Maintenance Mechanic (33)
7	Heavy Equipment Operator (33)(33A)* Cement Finisher (33)
15	Carpenter (33) Locksmith(33)
16	Brickmason(33) Cement Finisher (26)
17	Painter (33)

* Designated Temporary Reclassification for GSW operating slope mower and other tractors mutually agreed upon.
Does not include riding lawnmowers.

Plant Committee Division II

<u>Group</u>	<u>Job Classification</u>
8	Ship/Rec./Mat/Clerks (24)
9	Building Service Worker (10) (60)
18	Grounds Service Worker (10) (60)

Plant Committee Division III

<u>Group</u>	<u>Job Classification</u>
20	Lubricator (20)
21	Garage Mechanic (33) Heavy Equipment Mechanic (33)
23	Truck Driver (Over 3½ Tons (17) Truck Driver (No CDL required) (17A)**
25	Chauffeur (13)
27	Laundry Worker (16)
13	Cable Splicer (33) Electrical Mechanic (33) Line Mechanic (33)
10	Electrical Test Instrument Mechanics (33)
14	Instrument Mechanic (33)

** Provides for Temporary Reclassification for operation of forklifts and trucks not requiring CDLs to operate, e.g. salt trucks in the winter.

Plant Committee Division IV

<u>Group</u>	<u>Job Classification</u>
12	Operator (30)
19	Fire Protection Specialist (30)
**	Core Team

NOTE: The number in parenthesis refers to the rate group for that classification.

** Core Team is made up of Union President, Vice President, and two (2) Health and Safety Persons.

**APPENDIX D
VACATION REGULATIONS**

The following regulations govern the application of the vacation provisions as set forth in Article VIII of the contract:

- (a) The vacation provisions are not applicable to part-time, intermittent, or temporary employees.
- (b) The vacation season may be limited to a specific period within the year. The number of employees who are on vacation at the same time may be limited. When operational conditions permit, the vacation season will be the full calendar year. It is understood that in those cases where operational conditions require a complete or partial shutdown affecting one or more vacation groups, the situation will be discussed with the Union in advance in an effort to have vacations scheduled voluntarily during the shutdown period. If this cannot be effected, the required amount of vacation will be scheduled by supervision based on seniority within the group or groups affected.
- (c) Vacations are scheduled by supervision during the established vacation season. Preference as to dates is based upon seniority. Such preference to either the whole vacation or one portion of the vacation can be exercised only once in a calendar year. A period shall be specified during which an employee shall advise the Employer of his/her vacation preference. Also, the employee shall make an election during this period as to any carry-forward option for which he/she is eligible. Such elected option will be irrevocable for the calendar year for which it is made unless the Employer and the employee otherwise mutually agree.
- (d) An employee must complete the full minimum Company Service Credit noted in Article VIII before he/she is eligible for a vacation or vacation pay.
- (e) Vacation payments will be calculated on the basis of an employee's straight-time hourly rate, plus any applicable shift differential, in effect at the time he/she goes on vacation, multiplied by the number of hours in his/her normal workweek. However, the amount paid to an employee in lieu of vacation or vacation carried forward shall be his/her straight-time hourly rate in effect at the time he/she receives such pay, multiplied by the number of hours in his/her normal workweek.
- (f) If an employee who has completed the minimum eligibility requirements for a vacation retires, resigns, is laid off, is discharged, or dies, he/she or his/her survivors, will be paid for any vacation to which he/she is entitled.
- (g) Only one vacation will be allowed an employee in any one calendar year.
- (h) Vacation will be scheduled in accordance with normal procedure. Any or all of an employee's vacation entitlement may be requested in portions of one or more whole days. Upon the first such request, the employee must designate which prescheduled week or weeks are to be fragmented. The employee's request must be made with reasonable advance notice. The first-line supervisor will have absolute discretion to approve or disapprove such request and his/her decision will not be subject to challenge in the Grievance Procedure or Mediation/Arbitration. In no case will such request be granted if, in the opinion of the Employer, it is necessary to provide relief at premium or overtime rates. Vacation may be taken in one-hour increments subject to all the provisions of this paragraph.
- (i) An employee who has completed the minimum eligibility requirements for a vacation and is recalled following a layoff for reduction in force will be required to work for six months following his/her reemployment before he/she is again eligible for a vacation. Such vacation cannot be taken until the following year if it would otherwise result in a duplication of the current year's vacation.
- (j) Absence of an employee immediately preceding or following his/her vacation may not be excused for any reason except unavoidable circumstances.
- (k) Vacations for which an employee is eligible will not be affected by disability absence except that if an employee is absent for an entire calendar year, no vacation will be granted in such year.

(l) An employee who takes a leave of absence will be treated for vacation purposes in the same manner as if he/she were terminated as of his/her last day worked.

(m) Carry Forward Option

(1) An employee with five (5) or more years of Company Service Credit may carry forward to a succeeding year up to two (2) weeks of his/her Current Year Vacation. (This change is to be effective January 1, 2017.)

(2) The maximum amount of carried forward vacation which an employee may have to his/her credit at any time shall be ten (10) weeks. Also, the maximum vacation taken in any calendar year shall be twelve (12) weeks.

(3) Vacation time carried forward is not subject to payment in lieu of vacation, except upon the employee's termination.

(n) Except as provided for under the Carry Forward Option in (m), an employee may not voluntarily postpone his/her vacation to the following year.

**APPENDIX E
COMPANY SERVICE CREDIT RULES**

Company Service Credit is based upon employment by UCOR (the Company) or its first or second-tier subcontractors. Service Credit will be determined by the following rules:

(a) In case an employee receives wages from an affiliate of UCOR, without interruption, his/her Company Service Credit begins as of the date such wages became effective.

(b) In case an employee is laid off by the Company or its first or second-tier subcontractors on account of reduction in force and through no fault of his/her own:

(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.

(c) In case of absence leave for a reason other than disability which is authorized by the local management, employment will be considered as continuous without any deduction if it does not exceed three (3) months. However, in case such absence does exceed three (3) months, the period of absence in excess of three (3) months will not be considered as Company Service unless otherwise authorized by the local management. If an employee who is thus absent fails to return to work when able to do so and at the time designated by the Company, he/she will be considered as voluntarily terminating his/her employment and his/her Company Service Credit shall end as of the date on which such absence commenced.

(d) In the case of rehire subsequent to voluntary termination of employment, credit will be given for service only since last date of rehire by the company or its first or second-tier subcontractors unless such employee was rehired within three months after his/her voluntary termination, and the local management deems it to be of interest to the Company or its first or second-tier subcontractors to authorize credit for service prior to such voluntary termination.

(e) In case of rehire or reinstatement subsequent to discharge for cause or resignation at the Company's or its first or second-tier subcontractors request, credit will be given for service only since last date of rehire or reinstatement by the Company, unless otherwise authorized by the local management.

(f) An employee on the active payroll January 1, 1973, or rehired thereafter, who had been credited with Company 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) years, or (b) termination for any other cause, will have such prior Company Service Credit restored upon completing a total of two (2) years of currently accredited Company Service Credit following reemployment.

**MEMORANDUM OF AGREEMENT
FRINGE BENEFIT PROGRAMS
(Subject to Union Membership Ratification)**

The fringe benefit programs administered by Lockheed Martin Energy Systems, Inc. pursuant to the Former Agreement will no longer apply to the employees of UCOR LLC or its subcontractors, e.g., Pension Plan, Group Insurance Plan, Dental Expense Assistance Plan, etc. In place of those benefit programs UCOR LLC and its first-tier and second-tier subcontractors, will institute substantially equivalent plans or programs which will apply to grandfathered employees covered by this agreement. The fringe benefits programs administered by UCOR LLC (Pension Plan, Life Insurance Plan, Dental Plan, etc.) will apply to all UCOR LLC and first-tier and second-tier subcontractor bargaining unit personnel. For purposes of this provision, grandfathered employees are individuals who were employees of Lockheed Martin Energy Systems, Lockheed Martin Utility Services, and/or Lockheed Martin Energy Research on March 31, 1998, or bargaining unit employees on the recall list on March 31, 1998, who are subsequently employed by UCOR LLC or its first-tier or second-tier subcontractors at the ETTP site under the terms of this agreement. A grandfathered employee who incurs a break in service of any length will continue to be a grandfathered employee upon re-employment by UCOR LLC or by any of its first-tier or second-tier subcontractors at the ETTP site. The terms of these plans or programs will be reviewed with the Union prior to implementation. The actual benefits to be provided will be those contained in the applicable and appropriate plan documents. It is understood that newly hired employees who are not considered grandfathered employees will participate in these or substantially equivalent plans or programs. It is understood that non-grandfathered employees are not eligible to participate in the Retiree Medical Plan.

New Hires

Pension Plan benefits, as set forth in the *East Tennessee Technology Park Pension Plan for Grandfathered Employees, Summary Plan Description* are not applicable to newly hired employees who are not defined as "grandfathered employees." In lieu of the Pension Plan, UCOR and its subcontractors will contribute the Profit Sharing Component of a 401(K) profit sharing plan an amount equal to 5.8% of the applicable hourly wage.

Description of Plans (References to the "Company" refer to UCOR LLC the successor to Bechtel Jacobs Company LLC if not directly referenced)

It is agreed by the parties that, effective January 1, 2017, the present Medical Plan as set forth in the *East Tennessee Technology Park Health & Welfare Benefit Plan, Summary Plan Description* includes:

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

(b) a Vision Care Plan

(c) Prescription Drug Plan

It is understood that the Company shall retain the right to select and arrange with an Insurance Provider to provide certain benefits available under these plans; and to replace the Insurance Company from time to time as it may deem necessary.

It is agreed that the gross cost of the Medical Plan shall be shared by the Company or its subcontractors and participating employees.

Employee participation in the Plan shall be on a voluntary basis. Employees who enroll in the Plan shall authorize the Company or its subcontractor in writing to deduct from their pay the applicable rate. Employee participation shall continue to be on a voluntary basis, but each employee who enrolls in the Plan shall pay the applicable rate, such rate representing 20% and the Company shall pay the remaining 80% of the cost. The 80%/20% split between the Employer and employee may vary on the proposed ACA compliant plan; however, this split will not exceed the 20% rate for participating employees.

USW employees will be offered an OPTIONAL plan, identified as a 2017 Consumer directed Health Plan, HSA Qualified, as an ACA compliant plan. The employee's cost share of this plan will not exceed 20%, although more likely significantly lower.

Employee rates will be provided during the Benefits Open Enrollment period each year in October/November as designated by the UCOR Benefits Manager.

If any UCOR medical plan exceeds the IRS "high-cost plan" tax thresholds making it subject to excise taxes under the Affordable Care Act (ACA), UCOR reserves the right to discontinue or adjust the medical plan. Prior to discontinuance or adjustment to the plan, UCOR agrees to discuss such changes and possible alternatives with the Union. It is understood, participants in the UCOR medical plan will have the opportunity to select an alternative plan offered by UCOR prior to any termination or plan modification.

As benefit cost offset to the employee, the Employer will pay lump sum payments of \$1000 to each active employee covered under this agreement on the following dates 1/1/2019 and 1/1/2020.

PENSION, LIFE (OPTIONAL, DEPENDENT) INSURANCE, AND DENTAL INSURANCE

This Agreement relates to a Pension Plan, a Life Insurance Plan, and a Dental Expense Benefits Plan.

WITNESSETH:

The Union agrees with the Company on the maintenance of the Pension Plan as amended from time to time, the Life Insurance Plan as amended from time to time, and the Dental Expense Benefits Plan for the bargaining unit employees represented by the USW Union at the Oak Ridge ETTP Site, subject to the following terms and conditions:

PART A – PENSION PLAN

(a) Benefits available under the amended Pension Plan to eligible employees who retire on or after December 1, 1980, are set forth in the *East Tennessee Technology Park Pension Plan for Grandfathered Employees, Summary Plan Description*.

(b) 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 taken up through the Grievance and Arbitration Procedure of the principal Collective Bargaining Contract then in effect between the parties.

(c) It is understood that an employee who retires and commences to receive a Pension Benefit will have no rights to resume active employment with the Employer.

(d) 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 a 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).

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

(e) Any modifications or changes in the Pension Plan are subject to the approval of UCOR Benefits and Investments Committee.

PART B – LIFE (OPTIONAL, DEPENDENT) INSURANCE PLAN

Benefits under the Life (Optional, Dependent) Insurance Plan for eligible employees who participate in the Plan are set forth in the *East Tennessee Technology Park Health & Welfare Benefits Plan, Summary Plan Description*.

PART C – DENTAL EXPENSE BENEFITS

(a) Benefits under the Dental Expense Benefits Plan for eligible employees and dependents who participate in the Plan are set forth the *East Tennessee Technology Park Health & Welfare Benefits Plan, Summary Plan Description*.

(b) Costs of the Dental Expense Benefits will be shared by the Company and participating employees.

PART D – GENERAL PROVISIONS

(a) During the term of this Agreement, the Company Service Credit of an employee for the purpose of determining eligibility for benefits under the Pension, Dental Expense Benefits and Life Insurance Plans, and of computing the amounts of such benefits, shall be determined in accordance with the *East Tennessee Technology Park Health & Welfare Benefits Plan, Summary Plan Description* and/or *East Tennessee Technology Park Health & Welfare Benefits Plan, Summary Plan Description*.

(b) The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike, either sit-down, stay-in, or any other kind of strike or any other kind of interference or any other stoppage, total or partial, during the term and conditions of this Agreement. The Company or its subcontractors shall have no obligation to negotiate or bargain with the Union with respect to Pension, Medical, Life Insurance, and Dental Benefits during the term of this Agreement except as this Agreement specifically provides otherwise.

(c) In the event of the enactment or amendment of any Federal or State law providing for benefits similar, in whole or part, to those covered by this Agreement and requiring either (a) compulsory participation by any employee or the Company or (b) compulsory payment of taxes or contributions by any employee or by the Company; or (c) benefit costs either to any employee or the Company different from those provided for under this Agreement, then the parties hereto agree that they will amend this Agreement so as to provide that the total cost to the Company and/or its subcontractors for insurance benefits of whatsoever nature for its employees will not be greater in amount than such costs as provided by law or by this Agreement, whichever costs are greater.

(d) The Company shall retain the right to arrange through an insurance provider(s) or other carrier(s) for coverage providing the benefits under the Medical, Life (Optional, Dependent) Insurance and Dental Expense Benefits and to replace the insurance providers from time to time as it may deem necessary.

(e) The administration of the Life (Optional, Dependent) Insurance and Dental Expense Benefits hereunder and the payment of benefits under the Plans shall be handled directly by the Company or its designated third party administrator, it being understood that a claimant whose benefits claim is denied may contest such denial with the Company, but that he/she shall have no redress whatsoever against the Company. It is agreed, however, that in any case in which an employee claiming benefits under the Medical, Life Insurance, or Dental Expense Benefits and desiring to file such claim with the Company becomes engaged in a non-medical factual dispute with the Company in connection with such claim (such as, for example, but not limited to, disagreement over his/her earnings, group, eligibility, employment status, amount of Company Service Credit, or other non-medical factual question), such employee may appeal to the Chairman, Benefits and Investments Committee. It is agreed that any arbitration award as to such factual dispute shall be final and binding upon the parties hereto and the employee thereafter may present his/her claim to the Insurance Company on the basis of the facts as determined by said award.

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

(g) Regardless of the time limit, if any, prescribed in the Collective Bargaining Agreement for the filing of a grievance concerning the alleged violation of such Collective Bargaining Agreement, a claimant's appeal under Part D – Section 5 will be processed in accordance with the Grievance and Arbitration procedure, provided that such grievance is filed not more than 60 days after the claimant's receipt of the Company's position giving rise to the non-medical factual dispute.

(h) The Pension, Life (Optional, Dependent) Insurance, Medical, and Dental Plans shall replace all prior agreements pertaining to the Pension, Life (Optional, Dependent) Insurance, Medical, and Dental Plans, including any amendments to them.

Further, this Agreement shall remain in effect until midnight, August 31, 2020, for successive periods of one year each unless either of the parties notifies the other in writing not more than 75 days or less than 60 days prior to an applicable expiration date that it wishes to modify or terminate the Agreement. Upon such timely notice, negotiations shall begin at least 30 days prior to the expiration date. If no agreement is reached pursuant to such negotiations: (1) the dispute shall not be subject to arbitration, and (2) regardless of the no-strike commitments set forth in the principal Collective Bargaining Contract, the Union may initiate a strike in support of its position in such dispute within 48 hours following the expiration of this Agreement.

This Agreement is subject to ratification by the local Union membership.

ADMINISTRATIVE UNDERSTANDINGS

Job Bidding

(a) If an employee is rejected for an opening because of failure to possess qualifications for the job, the Employer will not be obligated to consider the employee's bid for an opening in the same classification unless the employee has presented evidence of having become qualified for the position.

(b) In processing job bids, only the work experience, education, background, etc., appearing in the bidder's Employer records at the time of the bid will be considered in determining qualifications for the opening.

Probationary Period

The two-month contractual probationary period may be extended on a case-by-case basis by mutual agreement between the parties.

Military Training Duty and Election Official

Employees who are absent from work due to Military Training Duty (i.e., two week annual training) and service as an Election Official will receive normal straight-time earnings. Payments will be made under present conditions of payment without change.

BSW and GSW TR'ing

Building Service Workers (BSW) may be temporarily reclassified to Grounds Service Worker (GSW). GSW may be temporarily reclassified to BSW. It is agreed that temporary reclassification from BSW to GSW and vice-versa may be utilized without recording the temporary reclassification. The Employer and Union also agree to meet on request to discuss any problems which may arise from this agreement.

Training

The parties agree to establish a Company-Union Committee to explore training opportunities that would assist employees in upgrading their job skills for the purpose of career advancement opportunities and/or preparing for a career after the completion of ETTP cleanup. This committee will evaluate and provide to the Employer, economically viable retraining opportunities for employees. The Employer will evaluate the committee recommendations and working cooperatively with the Union leadership to make every effort to provide those opportunities deemed contract allowable to any employee who opts in for the training. These training opportunities will be provided outside normal work hours and are not compensable hours under the terms of this agreement. Costs associated with any opportunities provided will be at the employee's expense. Nothing in this section is grievable or arbitrable, as this provision is for training for future opportunities. This section does not include tuition reimbursement already included in this agreement.

Payday

Paychecks will be issued on Thursdays.

New Hire

A new hire is an individual who is initially employed in the USW (formerly OCAW) bargaining unit on or after July 23, 1996, or who is re-employed following a voluntary quit on or after July 23, 1996. A new hire does not include employees who are employed in the USW (formerly OCAW) bargaining unit on July 22, 1996. A new hire remains in the new hire wage structure until he/she transfers to a job classification having a wage rate that is higher than the Rate Group 10 rate.

Retention Incentive

A one-time \$2500 retention incentive will be paid to each employee actively on the payroll on the date of ratification of this agreement, upon the date of their involuntary separation from employment. This incentive will not be paid to individuals who voluntarily terminate their employment from the employer to seek alternate employment, are discharged for cause. Retirement will not be considered a voluntary separation for purposes of receiving payment. There will be no duplication of the one-time retention incentive, regardless of the number of employers any employee may work for covered by this agreement. With the exception of retirement, the retention incentive will be paid ninety (90) days after an individual is involuntarily separated from employment.

A one-time ratification bonus of \$2500 will be paid to every employee actively on the payroll as of the date of ratification within sixty (60) days of the ratification of this agreement.

Contract Clean-up

The parties mutually agree to clean-up the contract with the understanding that any changes will be mutually agreed to by the parties. Once parties have reached agreement to the contract language clean-up, the contracts will be provided to the union.

NOTES:

10/24/2016 approved copy