

# 2020

## Collective Bargaining Agreement

Between



Local 689-05

and

ACO Piketon

This Agreement shall continue in full force and effect from January 19, 2020 at 12:01 a.m. to  
October 1, 2022

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**Article 1**  
**Scope of Contract**

This contract shall constitute the complete agreement between Centrus Energy Corp.'s, American Centrifuge Operations, Piketon, Ohio (hereinafter referred to as the 'Company' and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO (hereinafter referred to as the 'Union') on behalf of Local 689-05 and collectively referred to as the 'Parties' hereto with reference to wages, hours, working conditions, and conditions of employment. Any additions, waivers, deletions, changes, amendments, memoranda of understanding, or modifications that may be made to this Contract shall be effected through the collective bargaining process between authorized representatives of the Company and the Union, and may also be subject to ratification by the membership of the Union who are employed or who are on the recall lists of the Company. All other written or verbal understandings between the parties not incorporated herein by reference at the effective date of this Contract are hereby terminated. This Contract thus contains the entire understanding, undertaking, and agreement of the parties hereto. Any application, interpretation or alleged violations of this Contract or of amendments thereto can be a proper subject for the grievance procedure.

The Contract shall cover tasks by the members of the bargaining unit performed within areas leased by the company within Operations, Maintenance, and Health Physics groups The work scope shall be assigned and applied to the USW represented workforce without regards to the applicability of any labor standards (prevailing wage) determinations (e.g. Davis Bacon Act, Service Contract Act or Section 1804 of the Energy Policy Act of 1992), and no work shall be excluded from this scope based exclusively on a prevailing wage determination.

It is the intent of the parties to safely perform the activities necessary for start-up and operation of the High Assay Low Enriched Uranium (HALEU) cascade and any additional work that may arise. If such opportunities arise the parties will meet to bargain over changes to this scope of work and related wage issues.

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

**Article 2**  
**Recognition**

**Establishment and Limitation**

In conformity with the Labor-Management Relations Act of 1947, as amended, the Company recognizes the Union as the sole and exclusive bargaining agent for those hourly employees,

excluding salaried exempt and non-exempt personnel, included in the National Labor Relations Board Certification No. 9-RC-2361 with respect to rates of pay, wages, hours of employment, and other conditions of employment. The Company shall bargain with no other Union for the representation of employees within this bargaining unit during the life of this Contract.

### **Definition of Employee**

The term "employee" as used herein shall mean any person hired by the company, working in a bargaining unit position, and represented by the Union.

### **Contract Distribution**

As a means of informing all employees as to their rights, privileges, and obligations under this Contract, the Company agrees to maintain a copy of this Contract on its information website.

### **Noninterference**

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

## **Article 3** **Union Security and** **Deduction of Dues**

### **Dues Requirements**

All employees within the bargaining unit who are members of the Union upon the execution of this Contract shall, as a condition of employment, maintain their membership to the extent of tendering the periodic dues uniformly required as a condition of retaining membership. All employees in the bargaining unit who are not members of the Union upon the execution of this Contract, but who later elect to join the Union, shall at all times thereafter maintain their membership in the Union as a condition of employment, as set forth above. All employees hired after the execution of this Contract shall, as a condition of employment, become members of the Union not later than the date upon which they were hired, and shall thereafter maintain their membership in the Union as a condition of employment, as set forth above.

### **Delinquency of Dues**

The employee shall first be given notice in writing by the Union to pay delinquent dues. If the employee fails to pay the delinquent dues, the Union shall then notify the Company of the delinquency. Upon receipt of such notice in writing, the Company shall then notify the employee to pay the delinquent dues within one (1) calendar week. The Company will also inform the employee that failure to pay the delinquent dues within the time limit may result in discharge from employment.

### **Deduction of Dues**

For the convenience of the Union and its members, the Company, during the life of this Contract, and upon notification from the Union to initiate the deductions, shall deduct an initiation fee and regular monthly dues from the paychecks of each Employee who individually and voluntarily executes and delivers to the Company an Assignment and Authorization form authorizing the company to make such deductions and payments to the Union. Those employed upon the execution of the Contract, are exempt from paying "initiation" fees. The Company will check off monthly dues or service charges, including, where applicable, initiation fees and assessments, each in amounts designated by the International Union Secretary-Treasurer. The Company shall within ten (10) days remit any and all amounts so deducted to the International Union Secretary-Treasurer with a completed summary on USW Form R-115 or its equivalent.

### **Authorization of Deduction**

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

### **Make-Up Dues**

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

### **Termination of Deduction**

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

### **Voluntary Check-off**

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

**Article 4**  
**Management Clause**

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

**Article 5**  
**Continuity of Activity**

There shall be no strikes, lockouts, work stoppages, picket lines, slowdowns, secondary boycotts, or disturbances. The Union agrees to support the Company fully in maintaining activities in every way.

Participation by any employee or employees in an act violating this provision in any way shall be Cause for discharge by the Company. Any discipline imposed shall be applied equally and indiscriminately to all employees according to the degree of involvement.

**Article 6**  
**Seniority**

Bargaining Unit Seniority is defined as length of continuous service in the bargaining unit at ACO Piketon, not to include time worked at the site for any other entity. Bargaining Unit seniority will be calculated from the date the individual begins work for the company, in the bargaining unit, until that person is removed from the company employment rolls, or permanently leaves the bargaining unit.

In the event that two or more employees have the same start date, the parties will consider prior USEC/Centrus service of the employee(s) if any, if no prior service exists or if that service is equal the last four (4) digits of their Social Security Number shall be used to determine placement on the seniority list. Those whose last four digits are the lower will be placed first on the seniority list. Therefore, a person with the last four digits of their Social Security Number being 0001 has greater seniority than a person hired on the same day with the 0002 as the last four digits of their Social Security Number.

Base Classification Seniority – is defined as the classification an employee was hired into and will be equal to the length of service within the bargaining unit.

Classification Seniority – is defined as the length of company service within a classification

other than an employee's Base Classification.

**Classifications:**

Operations Balance of Plant

Operations Cascade

Maintenance

Maintenance Support

Health Physics

**Probationary Employee** - A probationary employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company for the first ninety (90) calendar days of employment.

**Reduction in Force** - When a reduction in force is to be made in a classification, the employee having the least amount of classification seniority within that classification shall be the first to be reduced. When reduced from a classification the reduced employee may use their Base Classification seniority, within their Base Classification and may displace the employee with the least Seniority in that classification.

**Layoff List** - In the event of a layoff, the Human Resources Organization shall mail/email a list of the names of the employees laid off to the Union.

**Voluntary Layoff Application Process** - Written application must be made to the Human Resources Organization requesting a voluntary layoff. This application must be emailed to Human Resources during the two weeks following the date of announcement of the reduction in force.

The number of employees permitted to accept a voluntary layoff from any classification shall not exceed the total number of employees to be reduced.

**Loss of Bargaining Unit and Classification Seniority** - An employee shall lose Bargaining Unit and Classification Seniority when they are discharged, released, resigns, retires, declines a recall offer, does not respond to the Human Resources Department to a recall offer within 10 days of delivery, or attempted delivery, of the notice sent to the address of record for that individual (it is clearly the individual's responsibility to maintain current contact information with the HR Department), or has been on the layoff list for a period of time equal to the amount of continuous service the individual had at the time of layoff but not to exceed five (5) years.

If an individual is returned to work after a loss of seniority had occurred, they will be considered a new employee and their bargaining unit date and classification seniority date shall date from the date of the most recent hire.

**Laid Off, Continuous Service Credit** - Employees, who have been laid off, will continue to accumulate continuous service for a period of time equal to their continuous service at the time of their lay off, but not to exceed two (2) years for any single period of lay off.

## **Permanent Vacancies**

When the Company has determined a permanent vacancy exists in a classification, qualified employees on recall to that classification shall be recalled in order of classification seniority.

**Recall** - An employee shall be considered to have been notified of a recall opportunity when the offer of recall letter has been sent to the employee's address of record by certified return receipt mail. The individual to be recalled must contact the Human Resources (HR) Department, as indicated on the recall offer, within 10 calendar days of the date of attempted delivery of the notice, thereafter the employee will be considered as having refused the recall offer and will be removed from the list. If the recall offer is accepted the HR department will determine the time and date the individual is to report to work.

Copies of recall offers, acceptances, and refusals will be forwarded to the Union.

**Medical Exception** - An employee who is unable to report to work at the time of recall due to verifiable medical reason will be bypassed until the next recall opportunity, up to the point that a loss of seniority occurs as defined above.

Recall shall be by classification seniority with the most senior employee in the Classification offered a recall opportunity first. Upon recall the individual must re-acquire a Department of Energy Security Clearance pursuant to the applicable ACO policy.

If management determines the need to fill the vacancy still exists, a form detailing the classification shall be emailed to each bargaining unit employee. Those interested in the position must respond as indicated within ten (10) calendar days.

Permanent vacancies shall be awarded to the qualified employee with the most bargaining unit seniority.

Those people who wish to cancel their application must do so within four (4) calendar days from the date that the posting is closed. Cancellations must be emailed to the address stated on the posting by 4:00 p.m. (as determined by the received time of the email) on the aforementioned fourth day.

An employee who has been awarded a permanent vacancy shall be transferred as soon as possible, but not later than 60 days, unless extended by mutual agreement. The seniority in the classification shall begin on the date of the award. Once the employee is transferred, they will be ineligible to apply for another transfer for a period of two (2) years from the date of transfer. Moreover, management may adjust shift assignments to balance the skills and experience of the employees on each shift to maintain safety and efficiency.

An employee awarded a vacancy shall be given a reasonable length of time with proper instructions to learn the job. If unable to learn the job they may be returned to their prior classification.

**Leave of Absence** - When an employee is on a leave of absence granted by the Company, their service shall be considered as continuous without any loss of seniority if the absence does not exceed one year. Employees are required to return to work on the date designated. Failure to return to work on the designated date will result in disciplinary action. If an employee does not return to work by the fourth scheduled workday following the expiration of an approved leave of absence shall be considered to have resigned voluntarily.

## **Types of Leaves:**

**Occupational Disability**

**Non-Occupational Disability**

**Union Official** – see Article 8 for clarification.

**FMLA** - eligibility and time limits are governed by the Act.

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

## **Article 7** **Wage and Benefits**

### **(A) Wage**

#### **Base Hourly Rates**

The base hourly rates and the classifications are listed in Appendix A, which have been fixed on a permanent basis, shall remain in effect for the duration of this Contract, unless revised by mutual agreement.

#### **Rate Changes**

All rate changes, including those resulting from a change of classification, shall be effective the first day of the pay cycle after the commencement date of the increase.

#### **Overtime or Premium Hours**

**Duplication of Premium Hours** - Overtime or premium payments shall not be duplicated for the same hours under any of the terms of this Contract. Hours that are compensated for as overtime or premium under one provision shall not be counted as hours worked in determining overtime or premium compensation under the same or any other provision.

**Crediting of Hours** -Jury duty time, vacation, funeral absence, and holiday which are all compensated for under other provisions of this Contract shall be credited as hours worked in computing overtime, except that, to avoid duplication, there shall be credited only eight (8) hours (10 hours for those assigned to a 4/10 schedule) for any one calendar day. Refer to the "Twelve (12) Hour Shifts - Holidays" section for clarification regarding the crediting of hours for all employees assigned to the twelve-hour schedule.

**Union Activity** – When a Bargaining Unit Employee is excused with pre-approval by the Department Manager and the Manger of Human Resources. All hours excused for Union work will be counted as hours worked in computing overtime.

**Overtime or Premium Payments** - Employees shall be paid at the rate of one and one-half (1-1/2) times their base hourly rate of pay and at the rate of one and one-half (1-1/2) times any applicable shift differential for all hours worked in excess of forty (40), hours within the week.

#### **Minimum Guarantee Payments**

Any employee who reports for work at the start of their regular shift or at the time appointed by the Company without previously having been notified not to report, shall be given at least four (4) hours work, except that if work is unavailable as the result of causes beyond the control of the Company, it shall not be so obligated.

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

#### **Jury Duty Pay**

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

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

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

#### **Funeral – Memorial Service Pay**

An employee who is excused from work because of the death of a member of their immediate family shall be paid at base hourly rate for time missed up to a maximum of three (3) consecutive scheduled workdays, to include the day of the Funeral – Memorial Service.

For the purpose of this section, the term "a member of the immediate family" shall be defined as and be limited to the following: current spouse, children, stepchildren, parents, stepparents, grandparents, grandchildren, brothers, stepbrothers, sisters, stepsisters, current sons-in-law, current daughters-in-law, current brothers-in-law, current sisters-in-law, current parents-in-law of the employee, current grandparents-in-law, and, if they reside in the employee's household, other dependent relatives.

### **Military Pay**

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

**Orders** - an employee must submit to management, as soon as possible after receipt, evidence of orders to report for training.

**Statement of Service** - when the employee returns to work, he/she must submit to management a statement supporting payment for such duty.

**Hours not Credited** - time off from work paid for pursuant to this Article shall not be counted as hours worked in the computation of overtime or premium pay. Except that if approved military duty that occurs during an employee's scheduled hours, it will count as time worked in determining if the employee is to be compensated at time and one half for all hours worked in excess of forty (40) hours within the applicable payroll week (this exception only is applicable to the hours the employee's assigned shift is scheduled to work).

### **Sick Day**

Employees will receive 80 hours each year for days they are absent from work due to sickness. Those who are hired on or after June 30<sup>th</sup> will receive 40 Hours in that year. Unused sick days do not carry over to the next year.

### **Personal Day**

Employees will receive 24 Hours per year to be used when absent from work for personal reasons. Those hired on or after June 30<sup>th</sup> will receive 12 Hours in that year. Unused Personal Days do not carry over to the next year.

## **Pay Cycle**

The Company has a two week pay cycle. All pay is made via direct deposit, and all advice statements are provided electronically.

## **Twelve (12) Hour Shifts**

It is permissible to work a twelve (12) hour shift on either a rotating or fixed schedule. The parties further agree to the following deviations to accommodate the 12-hour shift schedule, any provision not specifically altered by these deviations apply as written elsewhere within this Agreement:

A workday shall mean a twenty-four (24) hour period beginning at 7:00 a.m. Workweek shall mean the seven (7) day period beginning on Monday at 7:00 a.m. The starting time can be adjusted by mutual agreement of the Union Unit Vice President, and/or the Local Union President or designee, and the affected Organization Manager or designee.

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

**Roll-Out Days** – (rotating shifts only) During the 40 hour workweek, the employee will roll-out (work only 4 hours of a 12 hour shift to reach the 40 hours in a work week) on their assigned roll-out day (management will assign each rotating shift employee with a roll out number 1-4, the published ACO Piketon calendar will indicate the roll out days by that assigned number) unless requested by management to work the entire shift. If not requested to work the additional eight (8) hours on the roll-out day, the employee will be scheduled to work the first (4) hours of roll-out day. The employee may request to be off work for those four (4) hours in accordance pursuant to other provisions of this agreement.

**Shift Differential Pay** – employees assigned to the 12 rotating shift schedules shall receive shift differential pay of \$.60 per hour for each hour worked.

Employees assigned to the 12-hour fixed night shift shall receive shift differential pay of \$.60 per hour worked on the night shift.

Employees assigned to the 12-hour fixed day shift shall receive shift differential pay of \$.60 per hour worked in excess of eight (8) hours worked on a shift.

**Overtime Premium Pay** – an employee on a rotating shift shall be paid at the rate of one and one-half (1 1/2) times base hourly rate and at one and one-half (1 1/2) times any applicable shift differential for all hours worked in excess of forty (40) hours within the workweek.

However, an employee who is assigned to the 12-hour rotating shift schedule will be paid one and one half (1-1/2) their base hourly rate for any hours worked in excess thirty-six (36) in the week they are scheduled to work thirty-six (36) hours.

**Jury Duty Pay** – an employee shall be paid their base hourly rate for the time lost from the regularly scheduled twelve (12) hour shift. Jury Duty scheduled on scheduled days of work will be credited as hours worked.

**Funeral Pay** – an employee, who is excused from work because of the death of a member of their immediate family, shall be paid at base hourly rate for time missed up to a maximum of three (3) consecutive scheduled twelve (12) hour workdays, to include the day of the Funeral – Memorial Service.

**Holidays** - if any of the observed holidays (as defined by the corporate calendar) begin on an employee's scheduled day off, they will be paid eight (8) hours holiday pay for the holiday. If any of the observed holidays begin on a day the employee is scheduled to work, they will be paid eight hours holiday pay and also be compensated at the rate of one and one-half (1 1/2) times base hourly rate and at one and one-half (1 1/2) times any applicable shift differential for all hours worked that work day.

**Duplication of Premium Hours** - Overtime or premium payments shall not be duplicated for the same hours under any of the terms of this Contract. Hours that are compensated for as overtime or premium under one provision shall not be counted as hours worked in determining overtime or premium compensation under the same or any other provision.

**Vacation** – Employees permanently assigned to a non-rotating 12-hour shift must use 12 hours of vacation pay to cover a day of vacation. However, if an employee applies for and is granted a full week of vacation only 40 hours of vacation must be used. That employee may use 8 additional hours of vacation pay or 8 hours of either personal time or non-paid time off to cover their 48-hour weekly schedule.

## **(B) Benefits**

**401(K) Savings Plan** – Employees are allowed to contribute, up to the IRS allowed limit of their eligible compensation, on a pre-tax basis. The Company will match 200% of the first 2% of the employee's contribution, 100% of the next 2% of the employee's contribution, and 50% of the next 2% the employee's contribution, for a maximum Company match of 7%. All newly hired employees will be automatically enrolled, with contributions of 6% of their wages upon the date of hire. The newly hired employees may opt out the program by contacting the Centrus Savings Program provider.

**Life Insurance** – Employees are provided Life Insurance equal to their annual base wage by the Company. Dependent Life Insurance will be available for the technician's spouse and children and premiums will be payroll deducted.

**Short-Term and Long-Term Disability Leave** – Employees will be provided disability pay as a percentage of their base wage at no cost to them.

**Healthcare and Additional Benefits** – The Company will continue to provide a wide range of benefits including multiple Medical, Dental, and Vision options, as well as a wide range of optional benefits such as Flexible Spending Accounts, Healthcare Savings Accounts, additional Life Insurance, and many others along with company provided funds based on the tier of medical coverage selected.

**Change to Benefit Plans** – All the above stated plans are subject to change on an annual basis, to include plan design, delivery method changes, premium rates, company contribution, and providers. However, all changes will be communicated to the Union prior to any plan change being enacted. Prior to any changes made to above stated plans the Company will bargain with the Union over any proposed changes to the plan design, delivery method changes, premium rates, company contributions, etc.

## **Article 8**

### **Union Representation and the Grievance Process**

#### **Union Representatives**

The Company shall recognize the following number of properly certified Union Representatives from Local 689 for the purpose of representing employees in the manner specified in this Grievance Process:

- (1) The Local Union President.
- (2) The Grievance Committee consisting of the Vice-President of the Local Union who shall serve as Chairperson, Unit Vice President and three (3) Committeepersons, one (1) from each of the recognized Representation Divisions: Operations, Maintenance, and Health Physics.
- (3) Up to two (2) Stewards, as designated by the Union.

#### **Full time Union Officials**

The Union shall notify Management as far in advance as possible, but not less than two weeks, if an Employee has been selected as a Fulltime Local Union Official. That notification shall include the name, badge number, and the beginning and end date. The Company will recognize and maintain on the active payroll records a maximum of one (1) such employee as a Fulltime Local Union Official, when the bargaining unit population exceeds 70. Any additional union officials who need to work on union matters full time must apply for a leave of absence pursuant to the seniority provisions of this Contract. When the Bargaining Unit active employee population exceeds 400 the maximum shall be increased to two (2) Fulltime Local Union Officials maintained on the active payroll records. The Company and the Union shall review with any individual assigned as a Fulltime Local Union Official specific guideline as to time entry, time off, and all related issues prior to the assignment.

## **Grievance Investigation**

The appropriate Union Steward may be excused from work for reasonable periods of time during their scheduled working hours when handling grievances in the appropriate steps of this grievance process, excluding arbitration without loss of pay. The Union Steward shall report to and obtain permission from their immediate supervisor and the aggrieved employee's supervisor whenever it becomes necessary to leave their work for the purpose of handling grievances and they shall report back to their immediate supervision at the time they return to work.

## **Disciplinary Cases**

It is recognized that the maintenance of discipline is essential to the orderly operation of the plant and also that the invoking of disciplinary action should be designed to correct the conduct of the employees involved rather than to punish. Any formal discipline will remain active on the employees record for a period of one year provided there are no further related infractions that warrant disciplinary action. After a year has elapsed and the employee has no additional disciplinary action issued management will not consider the prior discipline for progressive disciplinary actions, this does not preclude the issuance of more severe discipline for serious infractions, up to and including discharge.

## **Discussions**

If an employee is called into a discussion with their supervisor or manager that may result in formal disciplinary action (up to and including discharge), the employee will be informed that a Union representative may be brought into the discussion, if they so choose. In any event, the Union shall be informed of any formal disciplinary action taken.

The decision to terminate the employee shall not be made until after a two (2) day administrative leave with pay.

## **General Grievances**

Issues may arise of a nature so general as directly to affect the majority of employees in a classification or department, or the majority of all employees. It is agreed that issues of this nature need not be subjected to the entire grievance procedure but may be initiated at the Step 3 of the Grievance Procedure.

## **Time Limits**

### **(A) Extension**

Any grievance not taken up with an employee's immediate supervision within ten (10) calendar days after the employee, or a certified Union representative has knowledge of the occurrence of the incident from which the grievance arose, cannot be processed through the grievance process and the matter is considered closed.

**(B) Withdrawn--Settled**

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

**(C) Answer**

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

**Grievance Process**

A grievance is defined as any difference concerning the interpretation or application of any of the terms of this agreement. Grievances shall be settled in the following manner.

Step 1 Any employee who believes they have a grievance shall discuss it with their supervisor and if not resolved shall, within ten (10) working days after the event giving rise to the grievance, present a written grievance indicating the facts upon which the grievance is based, the article of the contract allegedly violated, and the remedy sought, and discuss it with his or her supervisor, at which time a Union representative of the employee, if the employee desires, shall be present and they shall make an effort to settle such grievance. The supervisor shall give his or her answer within five (5) working days after receiving such grievance. Settlements made in this step of the grievance procedure shall have no precedent value.

Step 2 In the event such grievance is not settled, it shall be presented in writing by the employee and/or his or her Union representative within five (5) working days thereafter to the next level manager or his or her designee. The manager shall give his or her written answer within five (5) working days after receiving such grievance.

Cases involving discharge shall be presented initially in writing at the third step of the grievance procedure, no more than five (5) working days from the date of discharge.

Step 3 If the grievance is not settled by Step 2, it may be presented in writing by the Union representative within five (5) working days thereafter to the Manager of Labor Relations.

On a day and time mutually agreed to by the parties, hearings shall be held on step 3 grievances which have been delivered to the Manager of Labor Relations. Attendance at this hearing shall, if mutually agreed upon, include the aggrieved employee or employees. The Company shall answer the grievance in writing as soon as reasonably possible.

**Arbitration Procedure**

Grievances that are not settled in previous steps in the Grievance Procedure may be submitted for

settlement to an Impartial Arbitrator. The Company will date stamp and deliver a copy of the final Third Step answer to the Union. A grievance shall be considered withdrawn unless the Union appeals the grievance to arbitration within forty-five (45) days from the date of stamp.

At the option of the Union, the Union President, or designee, and if it desires, an International Representative may meet with the Human Resources Manager and at the Company's option, the affected Organization Manager(s) to discuss the grievance prior to submission to arbitration in an attempt to resolve the grievance.

Fourth Step: If the grievance has not been satisfactorily settled under Step No. 3, and if the grievance is a type upon which an arbitrator is empowered to rule, the matter may be referred to arbitration by either party by notice to the other in writing within thirty (30) days following receipt of the written disposition provided for in Step No. 3. Within seven (7) days after receipt of the notice, the party wishing to move to arbitration shall petition the Federal Mediation and Conciliation Service to petition a panel of seven (7) qualified arbitrators and the parties shall select an arbitrator from such panel.

All arbitration cases shall be heard as soon as possible, on a date and at a location agreeable to the arbitrator and the parties.

The parties shall appear and present either a written or oral statement of the issues involved for consideration by the Impartial Arbitrator. Any written statement of issues shall be furnished the other party at the arbitration hearing.

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

The decision of the Impartial Arbitrator shall be final and binding upon both parties and shall invoke immediate compliance by the parties. The expense and fees of the Arbitrator shall be borne equally by the Company and the Union.

The Impartial Arbitrator shall not have the power to make any award changing, amending, or adding to the provisions of this Contract, or any company benefit plan.

## **Article 9**

### **Overtime Process**

#### **Responsibility**

It shall be the responsibility of management to keep overtime lists by classification, department and shift according to overtime worked. Lists will be arranged by seniority, and overtime will be offered to the most senior low-hour employee.

An equitable balance of hours within the overtime list will be maintained. If hours are out of balance (40 hours) the person that is out of balance will be afforded the opportunity to work overtime, unless the out of balance condition was caused by an event outside the control of Management such as an employee absence. If the subject overtime is not offered in a reasonable time period, the Organization Manager or designee, and the Union Unit Vice President, and/or the Local Union President or designee, will discuss remedies at their next scheduled meeting.

Each Organization Manager or designee and the Union Unit Vice President, or the Local Union President or designee, will establish a regular meeting schedule to discuss any and all issues related to the administration of this Article. Those meetings should occur at least on a monthly basis.

### **Process**

Management will determine when overtime is needed, the number of employees needed, and amount overtime needed. It is Management's right to assign the tasks during the overtime.

Employees who do not meet all training and security requirements to complete the task(s) of their classification shall not be included on the overtime list until such a time when they are fully qualified and cleared within that classification. Any employee who does not meet training and/or security requirements for a specific task but meets the general training and security requirements of the classification will not be canvassed and will not be charged for the overtime opportunities in accordance with their position on the overtime list. Such bypass situations will be a subject of the aforementioned union-management meeting.

Overtime will be offered from the applicable Overtime List. Typically, that offer would be to the low hour employee (if two or more employees have the same hours the most senior employee will be canvassed first) within that overtime group who is otherwise available to work the overtime. Once an overtime opportunity is accepted by an employee that accepted opportunity is expected to be worked.

Any employee called in to work from home for an overtime opportunity will be assigned work for a minimum of 2.7 hours if the overtime opportunity is subsequently cancelled.

All employees on vacation, or on a sick or personal day, will be canvassed. Those employees on a Short Term, Long Term, Jury duty, or Military Leave of Absence upon return from Leave will be placed in the same relative position on the Overtime list as they held immediately prior to their Leave.

Contact calls can be made at any time.

Employees will provide both a primary and secondary method of contact (land line, cell phone, pager, etc.). The supervisor will attempt contact via both provided means. If after 15 minutes the employee has not responded the canvass will continue to the next employee.

If the employee establishes contact after the allotted 15 minutes and the offer has not yet been

accepted by another employee, the employee may accept the offer.

However, if as a result of the preceding paragraph, any employee who was canvassed and refused the overtime opportunity will not be charged if they would not have been canvassed if the employee who accepts the final available overtime offer had less overtime hours than them.

Employees may be placed on a 'Do Not Call' list at their request at the beginning of each year and they remain on that list for the entire year.

Exceptions to the offer process defined above are:

- A hold over from the off-going shift, or a call in from the oncoming shift if the opportunity is for less than a full shift, or
- A deviation authorized by the Second Level Manager. All such deviations must be communicated to the Union Unit Vice President as soon as possible.

If a need exists for additional employees for an overtime opportunity after all the available employees from that Classification have been canvassed, Management may then canvass employees, if qualified, from other Classifications.

Any employee assigned to a new Overtime List will be entered on the list with the same amount of overtime hours as the employee with the most hours on that list.

Approval by the Second Level Manager is required to exceed sixteen (16) hours of continuous work.

All employees canvassed will be charged the hours specified for the opportunity. If the number of hours worked differs from the canvassed number of hours those who worked will be charged the number of hours they worked, and those who refused the overtime canvass will be charged equal to hours canvassed or hour worked whichever is less. In any event, no overtime will be charged if the overtime opportunity is cancelled.

At the beginning of each calendar year, management may readjust the overtime lists for easier administration within a classification by reducing the hours of the low-hour employee on that list to zero (0) and reduce the remaining employees on that overtime list by the same number of hours.

Any disputes that arise from the administration of this article must be discussed with the employee's immediate supervisor and second level manager. Failing to reach resolution, then the dispute must be discussed between the Organization Manager or designee and the Union Unit Vice President, or Local Union President or designee, as soon as possible but not later than their scheduled next meeting. If the dispute is not resolved at that meeting, the subject dispute may be elevated to the Local Union President and the General Manager (or designee) for resolution. Thereafter, if not resolved the matter is subject to the grievance procedure.

## Article 10 Hours of Work

Workday is defined as the 24-hour period beginning at 7:00am. Workweek is defined as the 7-day period beginning at 7:00 am on Monday. Working Schedule is defined as the hours of shifts to be worked by employees and the day or days on which such shifts are to be worked. The Company may alter or add additional shifts to support business needs. Any such alteration or addition of a shift(s) will be reviewed with the Union prior to enacting that shift.

<u>Shift Code</u>	<u>Shift Description</u>
4	(AA) Rotating (12 Hour Shift) (0700-1900) (1900-0700)
5	(BB) Rotating (12 Hour Shift) (0700-1900) (1900-0700)
6	(CC) Rotating (12 Hour Shift) (0700-1900) (1900-0700)
7	(DD) Rotating (12 Hour Shift) (0700-1900) (1900-0700)
N	8 Hr. 7:30 to 16:00 Monday – Friday
R	8 Hr. 7:00 to 15:00 Monday – Friday
B	10 Hr. 7:00 to 17:30 Monday – Thursday
X	12 Hr. 7:00 to 19:00 Monday – Thursday
Y	12 Hr. 19:00 to 7:00 Monday - Thursday

### **Wash-up/Clothes Change/Shift Turnover**

Employees who are required to change into and wear uniforms, prior to the start of their shift will be compensated a premium of two tenths of one (1) hour at their equivalent base hourly rate for changing into their uniforms prior to the start of their work shift and two tenths of one (1) hour at their equivalent base hourly rate to change-out after completion of their work shift. This premium is payable at the beginning of their work shift. In addition to:

Employees who are required to perform and do perform shift turnover will be compensated a premium of two tenths of one (1) hour at their base hourly rate prior to the beginning of their work shift for performing shift turnover.

Uniform change and shift turnover are counted as time worked in the computations for overtime compensation.

**Holidays–** There will be eleven (11) paid holidays each year. For those employees scheduled to a traditional 5 day – 8 hour per day or a 4 day – 10 hours per day, or the 4 day 12 hours per day schedule, Management will schedule any holiday that falls on a weekend to either Monday or Friday. For those employees scheduled to a 12-hour rotating shift schedule the holiday there will be no such adjustment if the holiday falls on a weekend. A schedule of Holidays will be posted at the beginning of each year. The recognized holidays are:

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Memorial Day

Independence Day  
 Labor Day  
 Columbus Day  
 Thanksgiving  
 Friday after Thanksgiving  
 Christmas Eve  
 Christmas Day

Those assigned to a 4-day 10-hour, or a 12-hour non-rotating schedule will have the same holiday hours available as those assigned to the 5-day 8-hour schedule in a calendar year (88). Such employees will be paid holiday if otherwise scheduled to work on a holiday as defined above, until the said 88 hours has been exhausted. Thereafter, the employee may utilize paid personal time off, if they have unused personal hours available, or unpaid time off.

**Notification of Change** - The Union shall be notified in advance when possible of any extended change in the present working schedule; however, the provisions of this Contract shall not be considered as a guarantee by the Company of a minimum number of hours per day or per week or pay in lieu thereof, nor a limitation on the maximum hours per day or per week which may be required to meet operating conditions.

### **Article 11** **Vacation Time Off**

Vacation is based on years of company service. Employees will receive vacation pursuant to the schedule below:

Years of Company Service	Days off Per Year	Hours of Vacation Earned - Pay Period
< 5	10	3.08
5 but < 12	15	4.62
12 but < 20	20	6.15
20 +	25	7.69

Those employees who retain 'grandfathered' vacation time off from the GDP will remain at their current annual vacation allotment.

Those hired after January 1 will receive a pro-rated year's vacation based on start date and the number of pay periods remaining in the year.

Request for vacation time off should be made as far in advance as possible.

Each employee is responsible for ensuring they have available vacation hours remaining to cover scheduled vacation time.

Each employee is responsible for ensuring sufficient vacation hours are scheduled and taken in

accordance with plant policy during the calendar year to avoid the potential of losing vacation due to limitations established for 'take or lose' vacation.

For all employees transferring between classifications, all previously scheduled vacation will be honored.

Approved vacation is expected to be taken by the employee. Any change to pre-scheduled vacation must be approved in advance by the Department Manager, or designee.

### **Scheduling**

The annual vacation scheduling process will be conducted for each classification and shift. The annual scheduling process will be conducted by classification seniority. Refer to Seniority Section of this agreement if for tie breaker determination.

Each employee will be allowed one vacation selection before moving to the next employee in regard to seniority. Selection will continue in the established order until all employees have selected their desired amount of vacation.

A vacation selection is defined as a consecutive number of days from 1 to 10.

The annual vacation scheduling process will be conducted each year during the month of December for the following year. All vacation selections shall be submitted by the first Monday of December. All vacation selections will be approved by the Department Manager, or designee. The vacation selection period will be for the following calendar year.

Participation in the annual vacation scheduling process is voluntary.

Any vacation request made outside the vacation scheduling process defined above shall be granted on a 'first come, first serve' basis.

### **Article 12** **Lay Off Allowance**

**Eligibility** - Employees who are laid off by the Company due to a reduction in force shall be paid a layoff allowance calculated by rounding up the employees years of service to a full year (i.e. 3.4 years of service will be considered as 4 years) then doubling that number to determine the number of weeks of severance pay the employee is entitled to. However, the calculated weeks of severance pay shall not be less than 8 weeks nor greater than 22 weeks. Funds may be provided for Healthcare benefits, for the same number of weeks that they are entitled to severance pay, and at the level the employee was enrolled in at the time of release (single, couple, family, employee and children, or waived coverage) and not eligible for any other company provided healthcare plan. The employee must complete and sign the appropriate company Severance forms to be eligible for payment.

If an employee is reduced in a reduction in force and Severance Pay is provided per this section, and then the released employee is rehired, the company will not recover any of the severance paid, but

that employee upon rehire will restart their severance calculation without a minimum number of weeks, all other factors of the severance calculation will apply if that employee is subsequently released in a reduction in force.

**Payments** - Calculation of payments shall be based on the employee's base hourly rate at time of layoff. All payments will be in the form of a lump sum payable within 30 days of release or, of the employee submitting a properly completed and signed Severance Agreement and expiration of the revocation period, if applicable.

**Previously Laid Off Employees** - An employee on layoff who is recalled and subsequently laid off will have their layoff allowance computed based on their most recent recall date.

**Successor Clause** - If, for any reason the Company ceases to operate portions or all of ACO Piketon, and another company assumes the responsibility for the area that the Company vacated, the provisions of this Article will not apply to those employees hired by the new operating company within thirty (30) calendar days of the date the Company vacates the subject work.

### **Article 13**

#### **Miscellaneous**

The Company and the Union agree to establish a training program that meets all requirements and is administered by the Union. The Union will conduct classes that allow employees to remain current on certain training obligations as well as promote a cross-training environment to expand the job flexibility of all those in the bargaining unit.

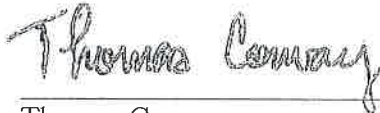
Article 14  
Approval / Duration

This Agreement shall continue in full force and effect from January 19, 2020 at 12:01 a.m. to October 1, 2022, and from year to year, thereafter, unless terminated at the end of any yearly period by either party, giving at least sixty (60) days written notice to the other party prior to the scheduled termination date.

Any notice, to be given under this article shall be given by certified mail addressed to the USW, 60 Boulevard of the Allies, Pittsburgh, Pennsylvania 15222, with a copy to the USW, District 1, Sub-District 5, 13 Triangle Park Drive, Building 13, Suite 1301, Cincinnati, OH 45246, or to the Centrus Energy 6901 Rockledge Dr., Suite 800 Bethesda, Maryland 20817. Either party may, by like written notice, change the address to which registered mail notice to it shall be given.

IN WITNESS WHEREOF the duly chosen representatives of the parties to this Contract have hereunto set their hands this 9th day of January 2020.

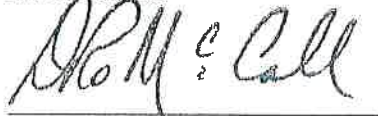
United Steel, Paper and Forestry, Rubber,  
Manufacturing, Energy, Allied-Industrial  
and Service Workers, International Union,  
Local No. 689-05



Thomas Conway  
International President



John E Shinn  
International Sec. Treasurer



D. R. McCall  
International VP



Fred Redmond  
International VP

American Centrifuge Operations,  
Piketon Facility,  
Centrus Energy Corp.



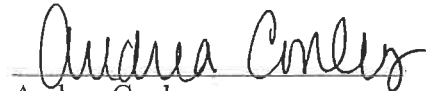
Daniel E. Krey,  
Corporate Manager,  
Labor Relations and Benefits  
Centrus Energy Corp.



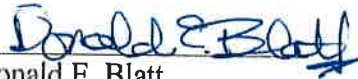
Grover F. 'Butch' Jones Jr.,  
General Manager,  
ACO Piketon



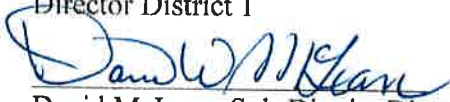
Mathew Snider,  
Operations Manager,  
ACO Piketon



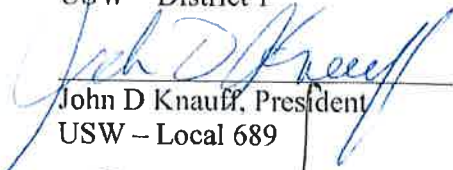
Andrea Conley,  
Compensation and Field Services,  
Human Resources Manager,  
Centrus Energy Corp.



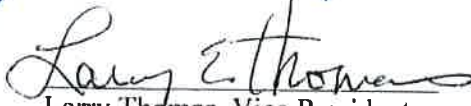
Donald E. Blatt  
Director District 1



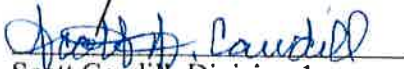
David McLean, Sub-District Director  
USW – District 1



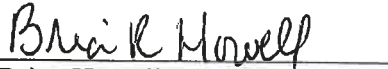
John D Knauff, President  
USW – Local 689



Larry Thomas, Vice President  
USW – Local 689



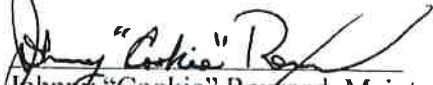
Scott Caudin, Division 1  
USW – Local 689



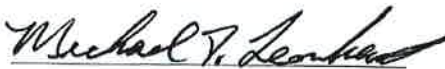
Brian Howell, Division 2  
USW – Local 689



Debbie Thomas, Division 3  
USW – Local 689



John "Cookie" Rexroad, Maintenance  
ACO Piketon



Michael D. Leonhart, Operations  
ACO Piketon

## Appendix A - Classifications and Wage Rates

	2020	2021	2022
Base Rate Increase		2.00%	2.00%
Classifications	Rate Effective 1/20/2020	Rate Effective 1/18/2021	Rate Effective 1/17/2022
Maintenance	\$ 38.02	\$ 38.78	\$ 39.56
Maintenance Support	\$ 38.02	\$ 38.78	\$ 39.56
Operations Cascade	\$ 38.02	\$ 38.78	\$ 39.56
Operations BOP	\$ 38.02	\$ 38.78	\$ 39.56
Health Physics	\$ 38.02	\$ 38.78	\$ 39.56

Any newly hired, recently promoted, or transferred employee will be compensated at the Wage rate in that Classification, as defined in the chart above.