

# 2022

## Collective Bargaining Agreement

Between



Local 689-05

and

ACO Piketon

Effective from 10/01/22 through 10/01/2~~6~~7

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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 enacted 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, Health Physics/Industrial Hygiene, and Service Worker 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 High Assay Low Enriched Uranium (HALEU) capacity, LEU enrichment, and any other additional work that may arise. If such opportunities arise that are beyond the scope of this agreement (for example, requiring new or different classifications) the Parties will meet to bargain such changes, if needed, to the job classifications needed to support this scope of work.

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 provision.

In addition, the Company agrees that if during the life of this Contract it sells, leases, transfers or assigns the operations covered by DOE Contract No. 89243223CNE000030 or any other contract for HALEU capacity it shall inform the purchaser, lessee, transferee or assignee of the exact terms of this Contract.

**Article 2**  
**Recognition**

**Section 1 Establishment and Limitation**

In conformity with the Labor-Management Relations Act of 1947, as amended, the Company

recognizes the Union as the sole and exclusive bargaining agent for 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.

### **Section 2 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.

### **Section 3 Contract Distribution**

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

The company agrees to furnish an electronic copy of this Contract to each member of the Bargaining Unit using the contact information provided by the member.

### **Section 4. Non-Interference**

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, coerce, or encourage 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**

### **Section 1. 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.

### **Section 2. 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 of the delinquent dues, and then deduct the delinquent dues in the following pay period.

### **Section 3. 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.

### **Section 4. 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.

### **Section 5. Make-Up Dues**

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

### **Section 6. Termination of Deduction**

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

### **Section 7. Voluntary Check-off**

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, promotions, and approval of vacation time off. The exercise of such authority shall not conflict with the rights of the Union under the terms of this Contract.

**Article 5**  
**Continuity of Operations**

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**  
**Union Representation and Grievance Process**

**Section 1. Intent and Distribution of Answers**

The Parties to this Contract recognize that any grievances should be settled promptly and as close to the source as possible. Further, the Parties shall endeavor to present all the facts relating to the grievances at the first step of the grievance procedure in order that an equitable solution may be achieved. On Step 2 and Step 3 of the grievance procedure, the Company shall give answers (either written or electronically) to the grievance within the specified time limits unless extended by mutual consent. Copies of written answers shall be distributed electronically or mailed to the Local Union Hall, The Local Union President, Vice-President, the Unit President, and the Steward of the aggrieved employee(s).

**Section 2. 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 President, Unit Griever, and Unit Secretary.
- (3) Up to two (2) Stewards, as designated by the Union. If the need arises to adjust the number of Stewards, the Parties will meet to discuss any changes needed.

### **Section 3. Full time Union Officials**

The Union shall notify Management as far in advance as possible, but not less than two (2) weeks, if an Employee has been selected as a Full-time 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 Full-time Local Union Official when the Bargaining Unit population exceeds seventy (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 four hundred (400) the maximum shall be increased to two (2) Full-time Local Union Officials maintained on the active payroll records. The Company and the Union shall review with any individual assigned as a Full-time Local Union Official the specific guidelines as to time entry, time off, and all related issues prior to the assignment.

### **Section 4. 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 manager and the aggrieved employee's manager 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.

### **Section 5. Disciplinary Cases**

It is recognized that the maintenance of discipline is essential to the orderly operation of the Plant and that the invoking of disciplinary action should be designed to correct the conduct of the employees involved rather than to punish.

### **Section 6. Discussions**

If an employee is called into a discussion with their 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. Any discipline issued may be subject to the grievance procedure. 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. During that time thorough consideration will be given to all facts and

circumstances. At the request of the Union, Company and Union representatives will meet during the two-day period to discuss such relevant facts and circumstances.

### **Section 7. Record Review**

Any formal discipline will remain active on the employee's record for a period of one (1) year provided there are no further related infractions that warrant disciplinary action. After one 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.

### **Section 8. General Grievances**

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

### **Section 9. 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, unless if, due to unique circumstances, the Unit President and the Manager of Labor Relations agree to an extension.

#### **(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) scheduled working days after a decision has been rendered by the Company unless this period is extended by mutual agreement between the Parties.

#### **(C) Answer**

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

#### **(D) Postponement-Hearing**

A hearing at Step 2 may be postponed by mutual agreement of the Local Unit President and the department manager involved. A hearing at Step 3 may be postponed by mutual agreement between the local Unit President and the Manager of Labor Relations or their designated



representative.

### **Section 10. 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. In the event that a mutually agreed upon monetary settlement is reached payment will be made in the next full pay cycle.

**Step 1** Any employee who believes they have a grievance shall discuss it with their manager first. If the grievance is not resolved the employee 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 their manager. A Union representative of the employee, if the employee desires, shall be present during this discussion and they shall make an effort to settle such grievance. The manager shall give their answer within five (5) working days after receiving such grievance. Settlements made in Step 1 of the grievance procedure shall have no precedent value.

**Step 2** In the event such grievance is not settled in Step 1, it shall be presented in writing on an appropriate form by the employee's Union representative within five (5) working days thereafter to the next level manager or their designee. The aggrieved employee's /manager or other designee shall meet with the Union to discuss any additional facts of the grievance and then answer the grievance within ten (10) working days. Settlements made in Step 2 of the grievance procedure shall have no precedent value.

~~Deleted: 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 satisfactorily at Step 2 it may be-appealed in writing by the Union within five (5) working days thereafter to the Manager of Labor Relations or their designee. Such written appeal shall state the reason why the decision in Step 2 is not acceptable, shall contain all relevant facts to the case, shall be signed by the Unit President or designated representative, and shall contain a copy of the Step 2 Company answer and will be presented to the Manager of Labor Relations or their designated representative. On a day mutually agreed upon by the Parties, as the need arises, hearings shall be held on Plant-site on any grievance appeals which have been delivered to the Manager of Labor Relations or their designated representative. Attendance at this hearing shall include the Unit President, the Unit Griever, and if mutually agreed upon, at the option of the Union include the aggrieved employee or employees, or persons deemed necessary by the Union (if mutually agreed to by the Parties). Management attendees at the hearing will be determined by the Manager of Labor Relations. The Company shall answer the grievance in writing within ten (10) calendar days following the hearing, unless mutually extended by the Parties.

### **Section 11. Arbitration Procedure**

**(A) Submission Procedure**

(1) At the option of the Union, the Union President, or designee, and if it desires, an International Representative may meet with the Manager of Labor Relations and Senior Management to discuss the grievance prior to submission to arbitration in an attempt to resolve the grievance.

(2) If the grievance has not been settled, 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 forty-five (45) days following receipt of the written disposition provided for in Step 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.

(3) All arbitration cases shall be heard promptly, on a date and at a location agreeable to the arbitrator and the Parties.

(4) 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 in writing to the other Party prior to the arbitration hearing.

(5) 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 Parties.

(6) 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.

(7) 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 7**  
**Leave of Absence**

**Section 1. Qualification and Reinstatement**

**(A) Personal Reasons**

Except as stated in Section 1(E) of this Article, an employee may be granted a leave of absence for personal reasons without pay up to fifteen (15) days upon application to the Company in writing, provided the employee presents evidence acceptable to the Company that such leave of absence is

for a reasonable purpose and provided further that such leave of absence shall not unreasonably interfere with operations. Such leave may be extended where necessary upon application for extension in writing and upon presentation of evidence satisfactory to the Company that such extension is necessary, provided such extension does not unreasonably interfere with operations.

**(B) Occupational Disability**

An employee shall be granted a leave of absence for the period of an Occupational Disability upon approval of a Medical Doctor and Ohio Workers Compensation. Family and Medical Leave Act will run concurrently with Occupational Disability. An employee who returns to work after a leave of absence for an occupational disability shall be reinstated in the classification from which they left provided they first obtain clearance from the Medical Doctor. If an employee is terminated while on Occupational Disability, they will be entitled to the Company Severance Package the same as if they were an active employee.

**(C) Non-Occupational Disability**

An employee shall be granted a leave of absence for the period of a Non-Occupational Disability upon approval of Short-Term Disability (the first 26 weeks) and then upon approval of Long-Term Disability, but not to exceed two (2) years, upon presentation of evidence satisfactory to the Company. Family and Medical Leave Act will run concurrently with Non-Occupational Disability. An employee who returns to work after a leave of absence for a Non-Occupational Disability shall be reinstated in the classification, from which they left, provided first medical clearance is obtained from a Medical Doctor. However, an employee who is cleared for work, within a two-year period, but is unable to perform the work in the classification due to a medical restriction, as determined by a Medical Doctor, shall exercise company seniority to move into any classification which the medical restriction permits, provided they are qualified. However, if they elect not to exercise company seniority to move, they may be terminated for medical reasons. An employee who is not cleared to return to work upon the expiration of a leave of absence for Non-Occupational Disability may be terminated for medical reasons after two (2) years of Long-Term Disability. If an employee is so terminated while on Non-Occupational Disability, they will be entitled to the Company Severance Package the same as if they were an active employee.

**(D) Dispute**

In the event there is a disagreement between the Company's third-party Medical Doctor and the Employee's physician regarding the medical evidence presented at the time of the employee's return from injury or illness, at time of job transfer, or restriction from classification, the question shall be submitted for an Independent Medical Opinion (IMO) (non-Work Related) or an Independent Medical Examination (IME) (Work Related) to a third physician selected by the two (2) physicians. The medical opinion (IMO or IME) of the third physician after examination of the employee and consultation with the other two (2) physicians shall decide such question. The expense of the third physician shall be borne jointly by the Company and the Union. In the event the third physician rules in favor of the employee, the employee shall be made whole for all earnings and benefits lost as provided under provisions of this Contract.

**(E) Educational Exit**

An employee may leave the employ of the Company after completion of one (1) year continuous service and upon approval of the Company in order to attend an accredited college or university, or a recognized trade or vocational school and shall be reinstated upon application provided they can qualify under the seniority rules, is physically capable of performing the work required, is granted a clearance and applies for reemployment within thirty (30) days after leaving the college, university, or school. Trade or vocational school for purpose of this clause is one which provides training, or a course of study related to jobs performed for the Company. The employee upon reinstatement shall be given the service they had when they left the Company, plus time spent in school, not to exceed four (4) years. The employee shall notify the employer in writing of the name of the school, the date of entry, and the expected length of the course of study. They shall confirm the continuation of their school attendance at annual intervals thereafter, subject to quarterly review. It is understood the employee will not be eligible for any Company benefits while on an educational exit. The employee must return to the active payroll before becoming eligible for contractual benefits.

**(F) Family and Medical Leave Act (FMLA)** - eligibility and time limits are governed by the Act.

**(G) 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 they qualify under the seniority rules and is physically capable of performing the work required. Upon reinstatement, such employee shall be given credit for continuous service.

## **Section 2. Union or Elected Government Official**

### **(A) Union Official-Full Time Non-Paid**

Upon written request to the Company made by the Union a reasonable period in advance, an employee certified by the Union to be a full-time Union official shall be granted a leave of absence without pay to engage in work pertaining to the business of the Union. The number of employees granted such leaves of absence shall not exceed one (1) at any time.

### **(B) Union Official--Length of Leave**

Each such leave of absence shall be for a period no less than seven (7) days and no longer than one (1) year and shall be granted only at such times as shall not unreasonably interfere with operations. Leaves of absence shall be renewable from year to year, if mutually agreed to by the Parties.

### **(C) Elected Official--Full Time**

Upon written request to the Company an employee shall be granted a non-paid leave of absence to serve full-time in an elected or appointed Federal, State or Local government position for the duration of a single term of office only.

**(D) Security Identification**

An employee granted such leave of absence must return all security identification issued.

**Section 3. Absence Notification**

**(A) Responsibility**

An employee is responsible for notifying the Company, in advance, if possible, when unable to report for work as scheduled, including the reason thereof.

**(B) Failure to Notify**

An employee who is absent from work for five (5) successive scheduled workdays without notifying the Company shall be considered to have resigned voluntarily.

**Section 4. Failure to Report on Expiration**

An employee who does not return to work by the fourth scheduled workday following the expiration of a leave of absence or any extension thereof without notifying the Company shall be considered to have resigned voluntarily.

**Article 8**  
**Hours of Work**

**Section 1. Working Schedules**

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

**(A) Current Shifts**

Shifts established as of the effective date of this Contract will remain in effect. If, however, Management adds, deletes, or alters a shift, the parties will meet to review the terms of any impact on the affected workers with regard to premium pay, shift differential, and other such issues that

are detailed elsewhere in this Contract.

**(B) Wash-up/Clothes Change**

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 1.5 times 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 1.5 times their equivalent base hourly rate to change out of their uniforms after completion of their work shift.

Employees who were involved in such activities that would necessitate a change of clothes, due to the nature of the work they were performing, may require the ability to wash-up and/or change clothes. The manager may then grant a reasonable amount of time during working hours for wash-up and/or clothes change.

**(C) Shift Turnover**

Employees who are required to perform and do perform shift turnover will be compensated a premium of two tenths of (1) hour at 1.5 times their base hourly rate prior to the beginning of their work shift for performing shift turnover.

**Section 2. Overtime Opportunity (Process)**

**(A) Responsibility**

It shall be the responsibility of supervision to keep overtime lists by classification, group, department or departments, according to overtime worked. Lists will be arranged by seniority, and overtime will be offered to the most senior low-hour employee. Deviations from this procedure will be considered proper and equitable if there is good reason for such deviation and not more than sixteen (16) hours for those assigned to eight (8) hour day schedule, twenty (20) hours for those assigned to a ten (10) hour day schedule, and twenty-four (24) for those assigned to a twelve (12) hour day schedule difference among employees exists, per shift, within an overtime list. Any time an overtime list exceeds the sixteen (16), twenty (20), or twenty-four (24) hour balance, per shift, defined above, all employees out of balance will be offered sufficient overtime to bring the list back in balance.

- (1) Applicable Overtime Canvassing ("OCS") lists shall be posted and kept up to date. Such OCS lists shall be posted in accessible locations so that employees can readily review them. Management will keep a record of all OCS lists, including all overtime offered, accepted and refused, from calendar year to calendar year.
- (2) When determined during a shift that additional employees are needed on the following shift, it shall be offered to those who are currently working on their regularly scheduled shift.
- (3) When determined during a working shift that additional employees are needed on that

shift, it shall be offered to those who are normally scheduled to work on the oncoming shift.

(4) When determined that overtime shall be utilized to supplement a regular weekly working schedule which cannot be offered according to 2 and 3 above, it shall be offered as established in the first paragraph of this section for departments using a one-list concept, and departments using multiple lists shall offer the overtime to individual(s) in the group(s) currently performing the work who will be available. In offering overtime, it is understood the Items (2) (off-going shift) or (3) (on-coming shift) shall not take precedence over Item (4) if applying Item (2) or (3) shall result in exceeding the hour difference, defined above, between employees within a list.

(5) An employee moving to a new list shall be put on the list according to classification seniority, and if the employee has more hours than the maximum on that list, the hours will be reduced to that maximum. When an employee has fewer hours than the minimum on that list, the minimum hours on that list will be assumed.

When an employee is neither higher nor lower, actual hours will be carried to the new list.

New employees, employees who return to the Bargaining Unit, and employees who move from one classification to another, shall assume the maximum number of hours on the overtime list on which they have been placed.

(6) Management may readjust the overtime list for easier administration by reducing the hours of the low-hour employees to zero (0) and reducing the remaining employees by the same number of hours.

(7) Employees shall be contacted for overtime except for those on any type of authorized leave of absence, including jury duty, short term military duty, funeral leave, sick leave, personal leave, and vacation. Deleted: Employees who miss overtime because they are absent for any reason, or who refuse when offered, or who are not readily available by telephone, shall be charged overtime as having been offered the overtime. Employees on any type of authorized leave of absence, including jury duty, short term military duty, funeral leave, sick leave, personal leave, or vacation shall return from leave in the same relative position within the overtime group as when the absence began. If in offering overtime an employee would exceed the defined above hour limit due to the fact the employee is working the shift on which the overtime is being worked, sufficient hours will be charged and not paid to keep the list in balance. An employee cannot be canvassed for the day of their own absence.

(a) Employees with security clearance and/or medical restrictions will be offered all overtime within the bounds of their restrictions and charged in accordance with standard contract provisions.

(b) Employees with security clearance and/or medical restrictions will be bypassed and charged, up to the appropriate hour balance (16, 20, 24), for overtime outside the bounds of their restrictions.

(8) A minimum of 2.7 overtime hours shall be charged any time a pay minimum or guarantee of four (4) hours is involved. However, if no guarantee is involved, then actual hours and tenths of an hour shall be charged by not less than one hour.

(9) An employee may request that their name be removed from the overtime list for a period of not less than four (4) weeks, by submitting a written request (email is acceptable) to management to include the beginning and end date of such removal request. The employee will be charged for the available hours for the duration of the time their name has been removed from the overtime list.

(10) In order to resolve disputes which may occur in the application of the overtime procedure, they shall first be reviewed by a joint Company-Union committee, made up of two Company and two Union representatives. The establishing, combining, or eliminating of overtime lists will also be subject to the Committee review. Failure to resolve the issue will then make it subject to the grievance procedure.

(11) Whenever overtime is to be offered, management has the option of consulting the Committeeperson or Steward and if agreement is reached on who is to be contacted the Company will not be liable for any misapplication.

(12) All overtime opportunities shall be charged when offered. If an overtime opportunity is cancelled, charged hours for that opportunity shall be removed. No more than a maximum of eight hours shall be charged for any one eight-hour work period.

(13) An employee unable to move to their new classification shall remain on the overtime list of the present classification until they are adequately trained and moved to the new classification.

Deleted: 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.

### **Section 3. Overtime or Premium Hours**

#### **(A) Duplication of Premium Hours**

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

#### **(B) Crediting of Hours**



- (1) Jury duty time, vacation, personal leave, funeral leave, sick leave, holiday worked, and approved union business, which are compensated for under other appropriate provisions of this Contract, shall be credited as hours worked in computing overtime.
- (2) Holiday, personal, sick leave, vacation, union business not worked but paid shall be credited in the same manner.

**(C) Offsetting Overtime Hours**

An employee shall not be required to take off a corresponding amount of time before the end of their regular shift or in any subsequent scheduled workday in the same workweek to offset any overtime worked, unless otherwise agreed to by the Parties.

**Section 4. Overtime or Premium Payments – Five (5) Day, Eight (8) Hour Shift**

**(A) Time and One-Half**

An employee shall be paid at the rate of one and one-half (1-1/2) times base hourly rate of pay and at the rate of one and one-half (1-1/2) times any applicable shift differential for:

- (1) All hours worked or credited in excess of forty (40) hours within the workweek.
- (2) Schedule change, payment for the first eight (8) hours worked on a new schedule except when such change is made at the request of or for the convenience of the employee or unless notified thereof in the preceding workweek of a change in an employee's working schedule from one shift to another, from one (1) roll-out day to another, or in scheduled vacation.

**(B) Two Times**

An employee shall be paid at the rate of two times base hourly rate of pay and at the rate of two times any applicable shift differential for

- (1) All hours worked in excess of sixteen (16) continuous hours, exclusive of the non-paid lunch period for "B," "F," "N," or "O" Shifts, and for all hours worked on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day worked in a workweek, provided they have worked or are credited with a minimum of four hours in each of the preceding five (for sixth day) or six (for seventh day) workdays of that workweek. This provision is applicable to employees who are assigned to the 4/10 shift, 5/8 shift or the 12-hour shift. See Section 13 and 14 for 10-hour and 12-hour shifts.
- (2) Schedule change, if such change results in more than eight (8) hours worked in a twenty-four (24)-hour period or more than forty (40) hours worked in a workweek, except when such change is made at the request of or for the convenience of the employee.

**(C) Temporary Work Assignments**

A qualified employee who at the request of the Company is temporarily required to work in a classification other than their own shall be paid at the rate of one and one-half (1-1/2) times of either the employee's rate of pay or the rate of the classification to which they are assigned, whichever is higher, and at the rate of one and one-half (1-1/2) times any applicable shift differential for all time spent performing such work except in those situations which have been established by long-standing past practice or in emergencies. The Parties will meet to discuss the terms of any temporary assignments.

### **Section 5. Shift Differential**

#### **(A) Afternoon/Night (Alternate “O” Shift)**

A shift differential of \$0.75 per hour shall be paid for work performed between the hours of 4:00 p.m. and midnight. A shift differential of \$0.75 per hour shall be paid for work performed between the hours of midnight and 8:00 a.m., exclusive of work performed on “B,” “F,” “N,” or “O” Shifts or when an employee is held over from “B,” “F,” “N,” or “O” shifts to complete a job or for canvassed overtime. Shift differential will be paid only for hours actually worked.

### **Section 6. Lunch Period**

#### **(A) Non-paid Lunch Period**

Employees working on shifts designated as “B”, “F”, “N”, or “O” shall have a non-paid lunch period of thirty (30) minutes to begin not earlier than three and one half (3.5) hours or later than five (5) hours after the shift begins. For a lunch period outside these hours an additional thirty (30) minutes as base hourly rate shall be paid. If such employees are not permitted a lunch period by management direction during the shift, it will be credited as hours worked for the computation of overtime.

#### **(B) Paid Lunch Period**

Employees working on shifts designated as a rotating shift shall have no time deducted for a lunch period, which shall be as short as possible.

### **Section 7. Minimum Guarantee Payments**

#### **(A) Reporting for Work**

(1) An 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, or if no work is available, four (4) hours pay at base hourly rate, except that if work is unavailable as the result of causes beyond the control of the Company, it shall not be so obligated.

(2) Failure on the part of an employee to keep the Company informed of correct contact information on the overtime contact list shall relieve the Company of its responsibility under this section of the Contract.

**(B) Work Before Shift Start**

An employee required to report for work before the regular scheduled starting time shall receive not less than four (4) hours pay at base hourly rate or pay at one and one-half (1-1/2) times base hourly rate plus one and one-half (1-1/2) times applicable shift differential as overtime pay for such work is performed, whichever is greater.

**(C) Work After Shift Ends**

(1) An employee required to work overtime beyond the end of his/her scheduled shift, shall receive not less than four (4) hours pay at base hourly rate or one and one-half (1-1/2) times base hourly rate plus one and one-half (1-1/2) times applicable shift differential for such work performed, which-ever is greater.

(2)

It is understood that (1) above does not apply to an employee who may be required to remain on assignment due to the absence or tardiness of another employee who is scheduled to relieve him/her, or to an employee who is held on the job up to the end of the scheduled shift.

**(D) Emergency Call-In**

An employee who has left the Plant and is called in by the Company to perform work shall receive not less than four (4) hours pay at base hourly rate or pay at one and one-half (1-1/2) times base hourly rate as overtime pay for such work performed, whichever is greater. If the work is performed on a day scheduled as a holiday which the employee was not scheduled to work this guarantee shall be in addition to holiday pay.

**(E) Required Training**

An employee required to report to Plant-site or stay beyond their regularly scheduled shift for training purposes shall be entitled to the minimum guarantee of four (4) hours base hourly rate or actual hours worked at one and one-half (1-1/2) base hourly rate, whichever is greater. Overtime opportunities that are available as a result of company-required training will be canvassed and charged per the established overtime canvassing process.

**Section 8. 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 services subject to the following provisions:

**(A) Notification of Management**

Employees must notify their management within 24 hours after receipt of notice of selection for possible jury duty.

## **(B) Eligibility**

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

## **Section 9. 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 workdays, to include the day of the funeral or memorial service. Exceptions to allow employees to take one or more of the allotted three days at another time for probate or estate issues may be allowed, provided they are approved in advance by management. 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, step sisters, current son-in-law, current daughters-in-law, current brothers-in-law, current sisters-in-law, current parents-in-law, current grandparents-in-law, and, if they reside in the employee's household, other dependent relatives.

## **Section 10. Military Pay**

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

### **(A) Orders**

Prior to leave, an employee must submit to management, as soon as possible after receipt, evidence of orders to report.

### **(B) Statement of Service**

When the employee returns to work, they must submit to management a statement supporting payment for such duty.

### **(C) Hours not Credited**

Time off from work paid for under this section shall not be counted as hours worked in the computation of overtime or premium pay.

- (1)** Except that if approved military duty that occurs during an employee's scheduled hours, it will count as time worked in determining if an employee is to be compensated at time and one half for all hours worked in excess of forty (40) hours within the applicable payroll

week (this exception is only applicable to the hours the employees' assigned shift is scheduled to work).

#### **(D) Exclusions in Determining Payment**

Such items as subsistence, rental, travel allowance and pay for non-scheduled workdays, shall not be included in determining base pay received from Federal or State governments.

#### **Section 11. Sick Days**

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. A doctor's excuse is required for any absence of five (5) or more consecutive days.

#### **Section 12. Personal Days**

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.

#### **Deleted: Pay Cycle**

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

#### **Section 13. Ten (10) Hour Shifts**

**(A)** It is permissible for classifications/groups to work a "10 Hour Shift" schedule provided such a shift enhances plant operations. The Parties further agree to the following:

**(1)** If differences arise from the "10 Hour Shift" schedule, they will be resolved by a Joint Company/Union Committee.

**(2)** The starting time and quitting time will be decided by the Organization Manager.

**(3)** The first ten (10) hours will be straight time, with no shift differential. Any time worked after the first ten (10) hours will be paid in accordance with this Agreement.

**(4)** When a week with a scheduled holiday occurs, those scheduled on a ten (10) hour shift work a new modified holiday schedule which will be changed to two (2) 10-hour shifts, one (1) 12-hour shift and 8-hours holiday pay, all paid at straight time. When a week with two (2) scheduled holidays occurs, those scheduled on a ten (10) hour shift shall work a new modified holiday schedule which will be changed to two (2) 12-hour shifts and two (2) 8-hour holiday pay-days, all paid at straight time. Should there be an operational or maintenance need, the Company reserves the right to revert back to an eight (8) hour holiday schedule. Any overtime worked will be paid in accordance with the 10-hour provision as currently outlined in the 10-hour shift language. Any work on the holiday(s)

will be paid in accordance with the existing holiday pay language.

(5) For working ten (10) hours on a day observed as a holiday, employee will receive eight (8) hours holiday pay and also be compensated at the rate of one and one-half (1 1/2) times base hourly rate

(6) The ten (10) hour shift will cover Monday through Thursday; other 10- hour shifts can be considered when mutually agreed to by the Company and the Union.

(7) Hours worked on the fifth (5<sup>th</sup>) consecutive day worked in a workweek, provided the employee has worked or is credited with a minimum of four hours in each of the preceding four workdays of that workweek, will be paid at one and one-half (1.5) times base hourly rate.

(78) Hours worked on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day worked in a workweek, provided the ~~employee hasy have~~ worked or ~~isare~~ credited with a minimum of four hours in each of the preceding five (for sixth day) or six (for seventh day) workdays of that workweek, will be paid at two times base hourly rate.

#### **Section 14. Twelve (12) Hour Shifts**

(A) For classifications/groups who work a rotating "12 Hour Shift" schedule the Parties agree to the following:

(1) If the differences arise from the rotating (12) hour shift schedule covering the amended articles and sections, they will be resolved by a joint Company/Union Committee.

(2) The shift starting time can be adjusted by mutual agreement of the Union and the affected Organization Manager.

(3) A standard day's work shall consist of twelve (12) hours worked in a workday. 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.

(4) During the (40) hour workweek, the employee may choose to work the last four (4) hours or roll-out for the entire twelve (12) hours on the roll-out day. Management must be notified at least twenty-four (24) hours in advance of that shift if the employee chooses to roll-out for the entire twelve (12) hour shift. This advance notice applies only to the designated roll-out day. Management will assign rollout days in advance.

(5) An employee 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 on weeks where scheduled (48) hours; all hours worked in excess of forty (40) hours on weeks where scheduled (40) hours with optional roll out day; and all hours worked in excess of (36) hours on weeks where scheduled (36) hours.

(6) Shift differential of \$0.75 per hour will be paid for all hours worked on a rotating 12-hour shift.

(7) Hours worked on the first day worked other than the scheduled workdays in the workweek will be considered the sixth (6<sup>th</sup>) day and will be paid at one and one-half (1.5) times base hourly rate, provided that the employee has worked or is credited with at least four hours for each scheduled workday during the workweek. Hours worked on any additional days during the workweek, excluding the regularly scheduled workdays, will be considered the seventh (7<sup>th</sup>) consecutive day and will be paid at two (2) times base hourly rate, provided that the employee has worked or is credited with at least four hours for each preceding workday during the workweek. ~~on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day worked in a workweek, provided they have worked or are credited with a minimum of four hours in each of the preceding five (for sixth day) or six (for seventh day) workdays of that workweek, will be paid at two times base hourly rate.~~

(8) Jury Duty – 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 services subject to the following provisions:

**(A) Notification of Management** - Employees must submit a copy of their notice for jury duty to management the first workday after receipt of such notice.

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

(9) Vacation - Vacation time may be requested in increments of one (1) hour. Employees permanently assigned to a twelve (12) hour shift must use twelve (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 forty (40) hours of vacation must be used. That employee may use eight (8) additional hours of vacation pay or eight (8) hours of either personal time or non-paid time off to cover their forty-eight (48) hour weekly schedule.

(10) For working twelve (12) hours on a day observed as a holiday, employee will receive eight (8) hours holiday pay and also be compensated at the rate of one and one-half (1 1/2) times base hourly rate and any applicable shift differential for all hours worked that workday.

(11) If any of the observed holidays fall on an employee's scheduled day off, his/her first succeeding scheduled workday shall be recognized as the holiday except that where there are two consecutive holiday days. In this case, the first holiday will be recognized on the employee's last preceding scheduled workday and the second holiday will be recognized on the employee's first succeeding scheduled workday.

## **Article 9** **Holidays**

### Twelve Holidays

The following holidays shall be observed:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Presidents Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving
10. The day after Thanksgiving
11. Christmas Eve
12. Christmas

### **Saturday/Sunday**

Should one (1) of these holidays fall on a Sunday, the following Monday shall be observed as the holiday, and work on such Sunday shall not be compensated for under the holiday pay rules.

Should one (1) of these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday and work on such Saturday shall not be compensated for under the holiday pay rules. See Article 8, Section 13.A.4 and 13.A.5 For Handling of Holidays for employees assigned to 10 hours shifts. See Article 8, Section 14.A.10 and 14.A.11 for handling of holidays for employees assigned to AA, BB, CC or DD shifts.

See Article 8, Section 13.9 and 13.10 for handling of holidays for employees assigned to AA, BB, CC or DD shifts.

### **Holiday Not Worked**

An employee who is not scheduled to work on a day observed as a holiday or who is scheduled to work and reports off before the start of the shift due to illness shall be paid an amount equal to eight hours at one (1) times base hourly rate, provided they work a minimum of eight (8) hours in the week in which the holiday is observed or is absent because of funeral leave, jury duty, military leave, sick leave, or union contract negotiation meetings, or on an approved vacation for any other day(s) of such week. However, duplicate payment shall not be made for holidays except as holiday during vacation period. If a day observed as a holiday occurs during an employee's vacation such employee shall receive eight (8) hours pay at base hourly rate in addition to vacation pay and may elect to take



a day of excused absence without pay, and consecutive with the vacation, provided such additional day of absence is scheduled in advance. This provision does not apply to an employee who reports for work after being hired or recalled in the week of, but subsequent to, a holiday.

## **Article 10** **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 (2) 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 employees 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.

**Section 1. 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.

**Section 2. Classification Seniority** - is defined as the length of company service within a classification other than an employee's Base Classification.

### **Section 3. Classifications:**

Operations - Balance of Plant Operations (BOP) Technicians  
Operations - Cascade (Ops) Technicians  
Maintenance Mechanics  
Maintenance Support Technicians  
Health Physics\Industrial Hygiene Technicians  
Service Workers

### **Section 4. Exercise of Shift Preference**

A shift preference within a job classification will be granted annually to employees. Annual shift preference application must be made no later than January 1, with any change resulting from any shift change to be made not later than the pay period beginning after March 1. Shift preference shall be awarded in accordance with classification seniority, the senior employee would displace the least senior employee on the desired shift. However, management may adjust shift assignments to balance the skills and experience of the employees on each shift to maintain safety and efficiency. The Union representative will canvass each classification. All movement between shifts must be on a one-for-one basis and each shift must have the same number of employees as it did prior to the shift preference. Employees who are on official Leave of Absence shall not be

eligible for shift preference.

**Section 5. 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.

**Section 6. 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.

**Section 7. Layoff List**

In the event of a layoff, the Human Resources Department shall mail/email a list of the names of the employees laid off to the Union.

**Section 8. Voluntary Layoff Application Process**

Written application must be made to the Human Resources Department requesting a voluntary layoff. This application must be emailed to Human Resources during the two (2) weeks following the date of announcement of the reduction in force. Once an application for voluntary layoff has been accepted by the Company, the request is not reversible.

The number of employees permitted to accept a voluntary layoff from any classification shall not exceed the total number of employees to be reduced. Voluntary layoff applications will be approved in order of bargaining unit seniority.

**Section 9. Loss of Bargaining Unit and Classification Seniority**

An employee shall lose Bargaining Unit and Classification Seniority when they are discharged, released, resign, retire, decline a recall offer, do not respond to the Human Resources Department to a recall offer pursuant to the process in Section 13. Recall, or have 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 has 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.

**Section 10. 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.

**Section 11. 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.

- (A) If management determines the need to fill the vacancy still exists notification will be posted. Those interested in the position must respond as indicated within ten (10) calendar days.
- (B) Permanent vacancies shall be awarded to the qualified employee with the most bargaining unit seniority.
- (C) Those employees 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.
- (D) An employee who has been awarded a permanent vacancy shall be transferred as soon as possible, but not later than sixty (60) days, unless extended by mutual agreement or due to clearance issues for backfilling employees. 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. If the employee hasn't been moved after 60 days, or by the mutually agreed upon date, all regular hours worked will be paid at one and one half times base hourly rate.
- (E) An employee awarded and transferred to the new job shall be given one hundred twenty (120) days with proper instructions to learn the job. If unable to meet formal training requirements and become fully qualified, they may be returned to their prior classification.

**Section 12. Temporary Movement Within a Classification**

The following procedures are established which shall give consideration to seniority in temporarily assigning employees among groups within each classification. The word "group" as used herein is defined as an organizational unit of one or more employees of the same classification within a shift assigned similar and common work of their classification.

- (A) When assignments between established groups are to be made for periods in excess of a partial workday, the selection of employees for these assignments shall be made as follows:  
The qualified employees within the group(s) from which supervision determines the assignment(s) can be made, but only those who are then working, shall be canvassed in order of their classification seniority. If no one desires to accept such temporary assignment, the least senior qualified employee(s) canvassed in each such group shall be temporarily assigned.
- (B) This procedure does not apply to any group(s) where the practice has been to make daily assignments of work. However, groups shall be identified or established to minimize the necessity

for temporary assignment between groups.

(C) An employee on a temporary assignment shall be returned to their group when the temporary assignment is completed, or the need is permanently filled.

(D) For assignments longer than one (1) week in duration, the Joint Classification Committee will meet to discuss and mutually agree to the terms of the assignment.

### **Section 13. 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 ten (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 Hall.

### **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 in Article 10, Section 9 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 Department of Energy Security Clearance pursuant to the applicable Company policy or procedure.

### **Section 14. 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 (1) 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 they shall be considered to have resigned voluntarily, as defined in Article 7.

### **Section 15. Essential Personnel in the Bargaining Unit**

Employees will be permitted a reasonable allowance of up to two (2) hours of paid, excused leave (personal leave or vacation) to attempt to arrive at work safely when the state or local government has issued a severe Weather Condition impacting road and travel conditions. Employees must contact Management with their specific situation and estimated arrival time. Employees who fail to contact management to communicate their delayed arrival time will not be permitted to use

paid, excused leave.

Any employee unable to report to work on their scheduled workday due to inclement weather conditions will need to call in as soon as possible. Time off due to being unable to report to work as scheduled will be unpaid unless using vacation or personal leave, or the Limited Operations absence code if Limited Operations is declared, as long as reasonable and repeated attempts to get to work were made and demonstrated by the employee.

**Section 16. Limited Operations**

When Limited Operations is established/declared then the Plant Manager will determine the number of Bargaining Unit employees by classification needed to maintain/operate the plant safely. Once the number of each group is determined then each group will be canvassed by group seniority.

**Article 11**  
**Benefits & Wages**

**Section 1. Pay Cycle**

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

**Section 2. Vacation**

<b>Years of Company Service</b>	<b>Hours of Vacation Per Year</b>	<b>Hours of Vacation Earned – Pay Period</b>
< 5	80	3.08
5 but < 12	120	4.62
12 but < 20	160	6.15
> 20	200	7.69

**Section 3. Vacation Period**

The vacation period shall be on a calendar year basis from January 1 to December 31, inclusive. All vacations shall be taken within the vacation period, except that an employee may defer vacation until the next vacation period, per the company carryover vacation policy, at a maximum of 350 vacation hours.

**Section 4. Scheduling of Vacation**

- (A) 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 for tie breaker determination.

- (B) 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.
- (C) A vacation selection is defined as a consecutive number of days from 1 to 10.
- (D) 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. Each department Manager will determine the maximum number of vacations approved each week. Those employees who have exercised a shift preference as defined above in Article 10, Section 4 shall (~~Deleted: not~~) carry their approved vacation to the new group. Their requested vacation(s) shall be approved in accordance with (F) below.
- (E) Participation in the annual vacation scheduling process is voluntary.
- (F) Any vacation request made outside the vacation scheduling process defined above shall be granted on a 'first come, first served' basis.
- (G) Those employees who retain 'grandfathered' vacation time off from the GDP will remain at their current annual vacation allotment.
- (H) 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.
- (I) Request for vacation time off, if not scheduled pursuant to (4) above, should be made as far in advance as possible.
- (J) Each employee is responsible for ensuring they have available vacation hours remaining to cover scheduled vacation time.
- (K) Each employee is responsible for ensuring sufficient vacation hours are scheduled.
- (L) For all employees transferring between classifications or shifts, all previously scheduled and approved vacation will be honored.
- (M) 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.

### **Section 5. 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.

## **Section 6. 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.

**(A) Short-Term Disability** Benefits begin after the end of the elimination period of seven (7) days. The elimination period begins on the day an employee becomes disabled and is the length of time they must wait, while disabled, before they are eligible to receive a benefit. **The Benefit amount** is **66.67%** of pre-disability weekly earnings subject to the plan's maximum weekly benefit of **\$2,000**. Inflation Wages will also be included in weekly earnings. Benefits continue for as long as the employee is disabled up to a maximum duration of 25 weeks of Disability. The plan's maximum benefit period and any specific limitations are described in the Certificate of Insurance/Summary Plan Description provided by the Company.

### **(B) Long-Term Disability:**

The Long-Term Disability benefit replaces a portion of the employee's pre-disability monthly earnings, less other income they may receive from other sources during the same Disability (e.g., Social Security). **The Benefit amount** is **60%** of pre-disability monthly base wage, plus inflation wages. The **maximum** under the plan is **\$10,000**.

Benefits begin after the end of the elimination period of one hundred and eighty (180) days. The elimination period begins on the day an employee becomes disabled and is the length of time they must wait while being disabled before they are eligible to receive a long-term disability benefit.

## **Section 7. Healthcare and Additional Benefits**

The Company will provide funds, based on the tier of medical coverage selected, that can be used towards the purchase of benefits. The Company will also 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 others, that may be purchased with remaining provided company funds or as a payroll deduction. The Company will provide each employee with an electronic list of benefits offerings.

## **Section 8. 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 and delivery method.

## **Section 9. 401(K) Savings Plan**

Employees are allowed to contribute to a 401(k) savings plan, 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.

### **Section 10. Lay Off Allowance**

- (A) 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 employee's 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 less than eight (8) weeks nor be greater than twenty-two (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.
- (B)** 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.
- (C) 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.
- (D) 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 12** **Miscellaneous**

### **Section 1. Training**

The Company and the Union agree that when the bargaining unit exceeds 200 active members the Company and the Union will establish a training program that meets all requirements specified by the company 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. This section does not in any way impede or restrict training as currently preformed.

## **Section 2. Policy Changes**

When the Company/DOE/Government adds a new policy or issues mandates that are not covered under this Agreement, the impact of such policies or mandates shall be discussed between the Parties. Government Mandates and the addition or modification of Company policies will in no way infringe upon the rights of Union-represented employees and their freedom of choice concerning their health and well-being. The company will make a reasonable effort in accommodating employees who are affected by these changes. The term reasonable effort will be negotiated and agreed upon by both parties the Union and Company.

## **Section 3. Meetings**

The Company & Union will continue to meet as needed to discuss the schedule of upcoming work. The Union Committee Members will be allowed to give input on upcoming work that could be performed by Centrus bargaining unit employees.

## **Section 4. Worker's Compensation**

When an employee is on an approved Workers' Compensation leave there will be no loss of the employee's company benefits provided the employee continues to pay their portion of the cost of their benefits. The employee will continue to accrue vacation while on Worker's Compensation leave.

## **Section 5. Drug Testing Policy**

Employees will be required to follow the Centrus Workplace Substance Abuse Program Plan and Policy UCP-HR-12-001.

## **Section 6. Safety Equipment and Devices**

- (A)Clothing
- (B)The Company will continue to make provisions for the safety and health of employees while at work.
- (C)The Company shall continue its practice of providing safety equipment and devices, clothing, and shoes that the Company requires employees to wear for their own protection. The term "requires" as used herein does not imply that the present policy of making clothes available on certain specified jobs shall be changed. It is intended, however, that the present policy shall remain flexible to meet changing conditions.
- (D)Prescription Glasses
- (E)The Company shall continue to furnish prescription safety glasses (tinted or otherwise) to

employees as required by job assignment or a prescription approved by an ophthalmologist.

(F) Lockers Provided

(G) Employees shall be provided with adequate lockers(s).

(H) Safety Shoe Allowance - The Company will provide Safety Shoes to bargaining unit employees. Employees who are required to wear safety shoes are required to maintain a serviceable pair of approved safety shoes for work.

Situations may arise which are not specifically dealt with in this agreement. In such cases, the Company and the Union will work to achieve solutions which are fair and reasonable for all parties.

### **Section 8. Bulletin Boards**

The Union shall be permitted the use of a sufficient number of designated Company bulletin boards for notices and announcements of official business.

## **Article 13** **Approval / Duration**

### **Section 1. Agreement**

This Agreement shall continue in full force and effect from October 1, 2022, at 12:01 a.m. to October 1, 2027, 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.

### **Section 2. Notice**

Any notice, to be given under this article shall be 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, and to, Centrus Energy Corp. 6901 Rockledge Dr., Suite 800 Bethesda, Maryland 20817, Attn: Corporate Human Resources Director or the Office of General Counsel. 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 X Day of X Month, Year.

United Steel, Paper and Forestry,

Rubber, Manufacturing, Energy, Allied-

Industrial and Service Workers,  
International Union, Local No. 689-05

American Centrifuge  
Operations, Piketon Facility,  
Centrus Energy Corp.

<p><b>United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers, International Union, Local No. 689-05</b></p>	<p><b>American Centrifuge Operations, Piketon facility, Centrus Energy Corp.</b></p>
<p>Thomas M. Conway International President</p>	<p>Daniel E. Krey Corporate Director, Human Resources</p>
<p>John E. Shinn International Secretary Treasurer</p>	<p>Mathew Snider Enrichment Operations Plant Manager, ACO Piketon Facility</p>
<p>David R. McCall International Vice President</p>	<p>Andrea Conley Compensation, Labor Relations and Field Services Human Resources Manager</p>
<p>Leeann Foster International Vice President</p>	<p>Matt Sanders Operations ACO, Piketon Facility</p>
<p>Donald E. Blatt Director District 1</p>	<p>Arlen Ramey Maintenance Manager ACO, Piketon Facility</p>
<p>David Mclean Sub-District Director USW- District 1</p>	<p>Scott Howard Process Area Manager (BOP) ACO, Piketon Facility</p>
<p>Herman Potter President USW- Local 689</p>	
<p>Evan Brown Vice President USW- Local 689</p>	
<p>Zachary Uhrig Division 1 (Maintenance) USW- Local 689</p>	

<p>Mark Veach  Division 2 (Operations)  USW- Local 689</p>	
<p>Craig Conkel  Division 3 (Services)  USW- Local 689</p>	
<p>Johnny Rexroad  ACO Unit President  USW- Local 689</p>	
<p>Delbert Reisinger  ACO Griever  USW- Local 689</p>	
<p>Dave Conley  ACO Operations  USW- Local 689</p>	

**Appendix A – Classifications & Wage Rates**

<b>Base Rate Increases</b>	<b>»</b>	<b><u>October 10, 2022</u></b>	<b><u>October 9, 2023</u></b>	<b><u>October 7, 2024</u></b>	<b><u>October 6, 2025</u></b>
<b>Classifications</b>	<b>Classification Base Rate (Current)</b>	<b>Base Rate Effective 6%</b>	<b>Base Rate Effective 6%</b>	<b>Base Rate Effective 6%</b>	<b>Base Rate Effective 4%</b>
Maintenance Mechanic BOP/Cascade	\$39.56	\$41.93	\$44.45	\$47.12	\$49.00
Support Technician BOP/Cascade	\$39.56	\$41.93	\$44.45	\$47.12	\$49.00
Cascade Operations Technician	\$39.56	\$41.93	\$44.45	\$47.12	\$49.00
BOP Operations Technician	\$39.56	\$41.93	\$44.45	\$47.12	\$49.00
HP/IH Technician BOP/Cascade	\$39.56	\$41.93	\$44.45	\$47.12	\$49.00
Service Worker	\$22.50	\$23.85	\$25.29	\$26.81	\$27.89
Associate Technician	\$25.00	\$26.50	\$28.09	\$29.78	\$30.97

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

## **Appendix B.**

### **Associate Technician Classification**

- The Associate Technician classification is intended for someone with limited or no prior experience in any of the skilled classifications: Maintenance Technician, Support Technician, Operations Technician, or HP\IH Technician.
- The company will provide a training matrix to ensure that anyone hired as an Associate Technician will advance within 2 years of their hire date to the skilled classification for which they were hired. In the first full pay period following the 2-year anniversary of their hire date they will be promoted to skilled labor status with the corresponding base hourly rate. Associate Technicians may progress to their skilled classification sooner than two years if they have completed the required training and qualifications.
- If the employee cannot progress within the 2-year timeframe, they will be considered to be disqualified. The Company and the Union will meet to discuss the terms of the disqualification.
- The Company will not use the Associate Technician as a means to discourage Union Represented employees from bidding on other skilled classification jobs.
- Associate Technicians will not be included on the Overtime Canvassing lists, unless they are task-qualified to perform the job duties that are being canvassed.
- The ratio of skilled classifications required to perform on the job training to Associate Technicians will not exceed three (3) Associate Technicians for every one (1) skilled technician.

## **Appendix C. – Job Descriptions**

### **Job Descriptions**

The agreed upon job descriptions are a part of this Contract. They describe, in general terms, the core duties, responsibilities, and job content of each of the classifications established in Contract. The job duties listed in this article are not all-inclusive. Any changes in job duties will be negotiated and agreed upon by Joint Classification Committee.

### **Joint Classification Committee**

A Joint Classification Committee composed of three (3) members each from the company and the union is established. One of the six (6) members of the Committee will be designated as the recordkeeper of all current bargaining unit job descriptions. This Committee shall evaluate and approve new classifications, as well as make modifications and deletions to classifications during the term of this contract. A Joint Classification Committee will review and approve job descriptions, make modifications to job duties, job consolidation, and make rate evaluation recommendations, as well as defining the assignment of unlisted tasks to the appropriate classification or classifications. New classifications or changes in classification will not be implemented without the approval of two (2) members representing each party.



