**CONTRACT**

**between**

**URANIUM DISPOSITION SERVICES PORTSMOUTH DUF6 PLANT**

**and**

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

**AND ITS AFFILIATED LOCAL NO. 5-689**

**Effective Date: June 27, 2005**

**Expires: Midnight May 1, 2014**

TABLE OF CONTENTS PAGE

ARTICLE I SCOPE 7

ARTICLE II RECOGNITION 8

Section 1. Establishment and Limitation 8

Section 2. Deﬁnition of Employee 8

Section 3. Contract Distribution 8

Section 4. Noninterference 9

ARTICLE III UNION SECURITY AND DEDUCTION

OF DUES 9

Section 1. Dues Requirements 9

Section 2. Delinquency of Dues 10

Section 3. Deduction of Dues 10

Section 4. Authorization of Deduction 10

Section 5. Make-up Dues 11

Section 6. Termination of Deduction 11

Section 7. Voluntary Checkoff 11

ARTICLE IV MANAGEMENT CLAUSE 13

ARTICLE V CONTINUITY OF OPERATION 13

ARTICLE VI PROTECTIVE SECURITY 13

ARTICLE VII GRIEVANCE PROCEDURE 14

Section 1. Intent and Distribution of Answers 14

Section 2. Union Representatives 14

Section 3. Disciplinary Cases 16

Section 4. General Grievances 18

Section 5. Time Limits 18

Section 6. Grievance Steps 19

Section 7. Monetary Settlements 22

Section 8. Arbitration 22

ARTICLE VIII SENIORITY 26

Section 1. Deﬁnitions 26

Section 2. Company Service Credit 27

Section 3. Probationary Period 31

Section 4. Reduction in Force 31

Section 5. Previous Seniority 32

Section 6. Filling Vacancies During the

“Initial Staff-Up Period” 32

Section 7. Filling Vacancies After the

“Initial Staff-Up Period” Has Expired 33

Section 8. Returning to Bargaining Unit 35

Section 9. Exercise of Shift Preference

by Seniority 35

Section 10. Placement of Occupationally

Disabled Employees 36

Section 11. Security Clearance 36

Section 12. Medical Restriction 36

Section 13. Loss of Bargaining Unit Seniority 38

ARTICLE IX LEAVE OF ABSENCE 38

Section 1. Qualiﬁcation and Reinstatement 38

Section 2. Union or Government Ofﬁcial 41

Section 3. Absence Notiﬁcation 42

Section 4. Failure to Report on Expiration 42

ARTICLE X HOURS OF WORK 42

Section 1. Deﬁnitions 42

Section 2. Standard Workday – Workweek 43

Section 3. Working Schedule 43

Section 4. Overtime Opportunity 45

Section 5. Overtime or Premium Hours 48

Section 6. Transportation 49

Section 7. Overtime or Premium Payments 50

Section 8. Holidays 53

Section 9. Shift Differential 54

Section 10. Weekend Bonus 54

Section 11. Lunch Period 55

Section 12. Minimum Guarantee Payments 56

Section 13. Jury Duty Pay 57

Section 14. Funeral Pay 58

Section 15. Military Pay 58

ARTICLE XI WAGES 60

Section 1. Base Hourly Rates 60

ARTICLE XII LAYOFF ALLOWANCE 60

Section 1. Eligibility 60

Section 2. Occupational Disability 62

Section 3. Payments 62

Section 4. Recall Eligibility 62

ARTICLE XIII VACATIONS 62

Section 1. Eligibility 62

Section 2. Extended Working Schedule 64

Section 3. Vacation Period 64

Section 4. Deferred Vacation 64

Section 5. Holiday During Vacation Period 65

Section 6. Scheduling 66

Section 7. Exiting Employees 66

Section 8. Deceased Employees 66

Section 9. Occupational Disability – Eligibility 67

Section 10. Retirees – Pro Rata Vacation 67

ARTICLE XIV HEALTH AND SAFETY 68

Section 1. Health and Safety Program 68

Section 2. Company-Union Health and Safety and

ALARA Committee 69

Section 3. Safety Equipment and Devices 71

Section 4. Medical 72

ARTICLE XV JOB DESCRIPTIONS 73

Section 1. Agreement 73

Section 2. Past Practice 74

Section 3. Joint Classiﬁcation Committee 74

ARTICLE XVI MISCELLANEOUS 75

Section l. Work by Non-Bargaining Unit Personnel 75

Section 2. Payday 76

Section 3. Bulletin Boards 76

Section 4. Union Representatives – Plant

Supervision 76

Section 5. Working Shift – Union

Representatives 76

|  |  |  |
| --- | --- | --- |
| Section | 6. Non-Discrimination | 76 |
| Section | 7. Written Notice – Policy Changes | 77 |

|  |  |  |  |
| --- | --- | --- | --- |
| Section 8. | Working Conditions | 77 | |
| Section 9. | Auxiliary Emergency Squad | 77 | |
| Section 10. | Educational Assistance | 79 | |
| Section 11. | Deﬁnition – Days | 79 | |
| Section 12. | Utilization of Work Force | 79 | |
| Section 13.  Section 14. | Smoking Policy  Representation of UDS Union Employees by Non-UDS Union Employees | 80  80 | |
| ARTICLE XV | II SICKNESS AND ACCIDENT PLAN | 81 | |
| Non-Occupational Disability Pay | | | |
|  |  | (Short-Term Disability Pay) | 81 |
| Section | 1. | Eligibility | 81 |
| Section | 2. | Conditions of Payment | 82 |
| Section | 3. | Payment | 82 |
| Section | 4. | Occupational Disability Pay | 84 |
| Section | 5. | Basis of Payment | 85 |
| Section | 6. | Rate of Pay | 85 |
| Section | 7. | Long-Term Disability Plan | 86 |
| ARTICLE XVIII INSURANCE 92 | | | |
| Section | 1. | Group Life | 92 |
| Section | 2. | Health Beneﬁts Program | 93 |
| Section | 3. | Dental Plan | 94 |
| Section | 4. | Special Accident | 95 |
| Section | 5. | General | 96 |
| ARTICLE XIX PENSION 96 | | | |

ARTICLE XX TERM OF CONTRACT 102

Section 1. Effective Dates 102

Section 2. Renegotiation Notice 102

ARTICLE XXI APPROVAL 102

APPENDIX SECTION

APPENDIX A - JOB CLASSIFICATIONS AND APPROPRIATE WAGE SCHEDULES 104

APPENDIX B - JOB CLASSIFICATION LISTING AND WAGE RATE GROUP

NUMBER 107

APPENDIX C - STEWARD DISTRICTS 107

APPENDIX D - SENIORITY PROVISIONS 107

APPENDIX E - COST OF LIVING ALLOWANCE

(COLA) 108

APPENDIX F - OLD CLASSIFICATION FLOW TO

NEW CLASSIFICATION WITH UDS 112

MEMORANDUMS OF UNDERSTANDING

12-HOUR SHIFT RULES 118

• ARTICLE XVII – SECTION 1(C) 120

• WSAP 120

• AGREEMENTS ON ALCOHOL TESTING 121

• DRUG CONTROL PROGRAM INCLUDING “RANDOM” AND “FOR CAUSE” TESTING 122

• MEDICAL EXAMINATION OF EMPLOYEES ABSENT FOR OCCUPATIONAL INJURY

OR ILLNESS 127

• SHIFT OVERLAP 127

• EMPLOYEE BENEFITS 128

LETTERS

• Scheduling Follow-Up Medical Treatment for

Employees with Occupational Injuries 130

**CONTRACT**

This Contract is made and entered into by and between Ura- nium Disposition Services, LLC (UDS) Portsmouth DUF6

Plant, hereinafter referred to as the “Company”; and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers Intl. Union AFL-CIO, and its afﬁliated Local Union No. 5-689, hereinafter referred to as the “Union” or “USW.”

This contract became effective June 27, 2005, following ratiﬁcation by the members of USW Local 5-689, who were employees of UDS on such date.

The Company and the Union desire to establish satisfactory wages, hours, working conditions, and conditions of employ- ment for the employees of the Company covered by the terms of the Contract, and further, to encourage cooperation and un-

derstanding between the Company and the Union to the end that a mutually satisfactory, continuous, and harmonious relationship may exist between the parties to this Contract.

**ARTICLE I SCOPE**

This Contract shall constitute the complete agreement between the parties hereto with reference to wages, hours, working conditions, and conditions of employment. Ratiﬁ- cation of this agreement will be exclusively by UDS USW represented Company employees. Any additions, waivers, deletions, changes, amendments, memorandums 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 subject to ratiﬁcation by UDS USW represented Company employees. All other written understandings between the parties not

incorporated herein by reference on the effective date of this Contract, are hereby terminated. Any application, interpre- tation or alleged violation of this Contract or of amendments thereto can be a proper subject for the grievance procedure.

In the event that any of the provisions of this Contract are found to be in conﬂict with any valid Federal or State law 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.

Section 1. Newly identified scope of work

1. (1) If company enters into agreements and /or establishes contracts to conduct work normally outside of the scope of work identified in this collective bargaining agreement. The work shall be included into the scope of work of this ratified collective bargaining agreement.
2. (2) Contingent contract
   1. a. The company and union shall within the period of this collective bargaining agreement shall establish an agreed upon collective bargaining agreement that would support the future contract bid for BWCS continued operation of the DUF6 process.

**ARTICLE II 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 all hourly employ- ees, excluding Police and salaried personnel, with respect to rates of pay, wages, hours of employment, and other condi- tions 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 represented by the Union as set forth in Section 1, Article II, of this Contract

**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 furnish a copy of this Contract to each employee.

**Section 4.** Noninterference

The Company agrees not to interfere with the right of em- ployees 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 activ- ity. The Union agrees neither to solicit for membership nor to collect Union funds on Company time.

Union rejects company proposal.

**ARTICLE III 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 member- ship in the Union as a condition of employment, as set forth above. All employees hired after the execution of this Con- tract shall, as a condition of employment, become members of the Union not later than thirty-one (31) days after the date upon which they were hired, and shall thereafter maintain their membership in the Union as a condition of employ- ment, as set forth above.

**Section 2.** Delinquency of Dues

Before any termination of employment pursuant to this Ar- ticle becomes effective, the employee involved 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 and if such dues are tendered within one (1) calendar week after receipt of this notiﬁcation from the Company, dismissal under this Article shall not be required.

**Section 3.** Deduction of Dues

For the convenience of the Union and its members, the Company, during the life of this Contract, 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 Authoriza- tion in the form set forth in Section 7 of this Article. Such deductions shall be forwarded to the Treasurer of the Local Union with a listing showing the names of those employees, if any, whose paychecks were insufﬁcient to cover the de- ductions. An Authorization must be delivered to the Com- pany at least seven (7) days before the second payday of the month in which the ﬁrst weekly deduction is to be made.

**Section 4.** Authorization of Deduction

An Authorization and Assignment shall be irrevocable for

a period of one year from the date thereof or until termina- tion 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 sev- enteen (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 membersʼ names and amounts of dues that have been missed through payroll deductions, the Company shall deduct the

make-up dues in the following week, or in subsequent weeks as the money becomes available, and forward to the Treasurer of the Local Union, in accordance with Section 3.

**Section 6.** Termination of Deduction

No deductions under this Article shall be made from pay- checks 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 Checkoff

The Union agrees that it shall indemnify the Company and save it harmless from any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, complying with Article III.

VOLUNTARY CHECK OFF AUTHORIZATION

Name:

Badge No:

Department:

Date:

I hereby assign to the United Steel, Paper and Forestry, Rub- ber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, AFL-CIO, Local 5-689, and authorize UDS to deduct from the wages due me while in the employ of the Company, dues in the amount of $

per month, or such dues as the Unionʼs Constitution and By- Laws may be amended to provide in four (4) equal weekly installments each calendar month. I further authorize the Company to deduct from my wages an initiation fee in the amount of $ .

This authorization shall be irrevocable for the period of one (1) year from the date hereof, or until the termination of the Contract between the Company and the Union, whichever occurs sooner. Furthermore, this authorization shall au- tomatically renew itself for successive irrevocable annual periods, unless I give notice to the contrary in writing by reg- istered mail to both the Company and the Union no less than two (2) days and no more than seventeen (17) days before expiration hereof or before expiration of any annual renewal period, as the case may be.

(Signature)

(Address)

Need changes to reflect USW constitution.

**ARTICLE IV MANAGEMENT CLAUSE**

The management of the business and the authority to execute all of the various functions and responsibilities incidental 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 units of personnel required to perform such processes, and other responsibilities incidental to the operation of the plant 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.

TA

**ARTICLE V CONTINUITY OF OPERATION**

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 operations in every way.

Participation by any employee or employees in an act violat- ing 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.

TA

**ARTICLE VI PROTECTIVE SECURITY**

It is recognized that all members of the Union and the Company are required to comply with all protective security measures

now in effect. If the Company is notiﬁed by DOE that this

Contract in any way violates security measures which are now in effect, or which may be put into effect later, the Company shall in turn immediately notify the Union in writing of the need to renegotiate the section or sections of the Contract in question for the purpose of making the required changes.

TA

**ARTICLE VII GRIEVANCE PROCEDURE**

**ARTICLE VII GRIEVANCE PROCEDURE**

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

The provisions of this section can be amended by mutual agreement. The parties to this Contract recognize that grievances should be settled promptly and as close to their source as possible. Further, both parties shall endeavor to present all the facts relating to the grievance at the ﬁrst step of the grievance procedure in order that an equitable solution may be achieved. The Company in the second, third and fourth steps of the grievance procedure shall give written answers to the grievance within the speciﬁed time limits unless extended by mutual consent. Copies of written answers to grievances shall be distributed or mailed to the Local Union Hall, the Local Union President, and each aggrieved employee signing the grievance.

**Section 2.** Union Representatives

(a) Number of Representatives

The Company shall recognize the following number of properly certiﬁed Union representatives in the plant for the purpose of representing employees in the manner speciﬁed in this Grievance Procedure:

(1) The Local Union President or designated representative.

(2) The General Grievance Committee consisting of the Vice-President of the Local Union who shall serve as Chairperson, and two (2) Committeepersons.

(3) 3. A Company paid fulltime USW membership elected position shall be transformed from the "site workforce-involvement advocate" into the BWCS Unit Vice-President.

4. Position shall support the following areas, but not limited to:

a. Grievance resolution.

Problem solving and conflict resolution.

c. Team building.

d. Creating worker involvement and communication enhancement.

5. Company shall recognize and certify a USW elected BWCS Operations and

Maintenance/Site Services Committeeperson.

6. One Steward per shift

When a properly certiﬁed Union representative is unavailable for any reason, the Company shall recognize an alternate certiﬁed by the Union. It is understood that only one (1), the Steward or the alternate will be recognized for each incident

(b) Steward Districts

The Company will recognize Union Steward Districts as deﬁned by the Union, but not to exceed the number speciﬁed.

The Union will provide the Company with a current listing, as changes occur, of recognized stewards and alternates and districts which each represents.

(c) Grievance Investigation

Certiﬁed Union representatives shall be excused from work for reasonable periods of time during their scheduled working hours when handling grievances in the appropriate steps of this grievance procedure, excluding arbitration without loss of pay.

Employees thus duly certiﬁed and recognized as Union Representatives shall report to and obtain permission from their immediate supervision whenever it becomes necessary to leave their work for the purpose of handling grievances in their respective divisions or districts, shall inform their supervision of their intended destinations and itinerary, shall notify the supervision of any department in which it becomes necessary to contact employees for the purpose of settling or investigating grievances, and shall report back to their immediate supervision at the time they return to work.

The above Union Ofﬁcials shall have access to the plant with proper approval at any time and shall notify supervision in the area in which they are present.

(See Article XVI, Section 13 regarding Union Ofﬁcials)

**Section 3.** 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.

In the great majority of infractions of rules, termination of employment for disciplinary reasons is justiﬁed only after the employee has been given the opportunity to correct his/her behavior and has failed to respond to disciplinary measures. Suspension of employees with or without pay for various lengths of time as determined by the company is recognized as a legitimate method of discipline under the terms of this contract

(a) Discussions

(1) When an employee is called into a discussion which may result in disciplinary documentation, including reprimand, suspension, or being sent home, the employee shall be fully informed that a Union representative may be brought into the discussion. The Union President or designee shall be informed in writing of any action taken. Any of the above can be a proper subject for the grievance procedure.

(2) When an employee is called into a discussion, which may result in discharge, the employee shall be fully informed that a Union representative may be brought into the discussion.

The decision to terminate an employee will not be made until at least two (2) full working days have elapsed from the infraction. During this time, thorough consideration will be given to all facts and circumstances, which are relevant to the matter. At the request of the Union, Company representatives will meet with Union representatives during the two (2) day period to discuss such relevant facts and circumstances

The Union President or designee shall be informed in writing of any action taken. The action taken can be a proper subject for the grievance procedure.

(b) Record Review

Written records of past documented first and second level disciplinary discussions, which have been placed in the employeeʼs ﬁle, exclusive of actions resulting from any future violation of Article V, shall be reviewed by the end of one (1) year by the employeeʼs supervision and the employee to determine whether they should be removed from all ﬁles. They shall be destroyed after two years.

Written records of past documented third level disciplinary discussions and/or disciplinary suspensions which have been placed in the employeeʼs ﬁle, exclusive of actions resulting from any future violation of Article V, shall be reviewed by the end of one (1) year by the employeeʼs supervision and the employee to determine whether they should be removed from all ﬁles. They shall be destroyed after four years.

(c) Initiation of Grievances - Step 3

If the employee or the Union ﬁles a written grievance protesting a suspension or discharge, within ten (10) days, such grievance shall be initiated at Step 3 of the Grievance Procedure. If such discharge or suspension is found to have been unjustiﬁed, the employee shall be reinstated to his/her former job and shall be compensated for all earnings lost, less pay for any penalty time decided upon, if any.

**Section 4.** General Grievances

Controversies 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 Step 3

**Section 5.** Time Limits

(a) Extension

Any grievance not taken up with an employeeʼs immediate supervision within ten (10) 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 procedure. The employee or a certiﬁed Union representative may request an extension of ﬁve (5) days to investigate the grievance.

(b) Withdrawn - Settled

A grievance shall be considered settled or withdrawn if the decision of the Company is not appealed to the next higher step in the grievance procedure within ten (10) 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) Calculation of Time

In the calculation of time limits under the grievance provisions, including arbitration, “days” shall mean calendar days excluding Saturdays, Sundays, Holidays, Vacations, and the scheduled days off of the aggrieved employee.

(e) Postponement - Hearing

A hearing at Step 2 may be postponed by mutual agreement

**Section 6.** Grievance Steps

Step 1: An employee who feels that he/she has a grievance may, as soon as reasonably possible, discuss it with his/her immediate supervision and Union Steward. The employeeʼs immediate supervision shall answer the grievance as soon as possible but no later than at the end of the next scheduled work shift of the aggrieved employee. Settlements made in this step of the grievance procedure shall have no precedent value.

Step 2: If the grievance has not been disposed of at Step 1, it shall be reduced to writing on an appropriate form and presented to the aggrieved employeeʼs department supervisor. Such written grievance shall be signed by the employee or the Committee person of that Representation Division and shall be identiﬁed by number. The Union shall, to the best of its ability, state in the written grievance all of the facts justifying the grievance and the provision of the Contract involved. A hearing shall be held within thirty (30) days for shift workers and ﬁve (5) days for day shift workers. The hearing may be attended by the aggrieved employee, the District Steward, and the Division Committeeperson, and Unit Vice President at the option of the Union; and by his/her Supervisor, and other representatives of the Company; and may include other affected parties mutually agreed upon in advance between the Unit Vice President and the affected supervisors involved.

Hearings shall be scheduled at mutually agreed upon times. The aggrieved employeeʼs supervisor shall answer the grievance within ten (10) days after the hearing.

Step 3: If the grievance is not settled satisfactorily at Step 2, it may be appealed at the option of the Union to Step 3. Hearings may be attended by the aggrieved employee, Steward, Committeeperson and Unit Vice President at the option of the Union, and by the appropriate Manager and other representatives of the Company, and may include other affected parties mutually agreed upon in advance between the Unit VicePresident and the affected Manager involved. The Company will answer the grievance in writing within ten (10) days of the hearing. The final answer shall be provided to the Unit Vice President or his designee in writing.

**Section 7.** Monetary Settlements

Any money due an employee as a result of the settlement of a grievance shall be paid within two (2) weeks following the settlement. Written notiﬁcation will be given to the Unit Vice- President or designee of the Union to this effect.

**Section 8.** Arbitration

(a) Submission Procedure

(1) Controversies, which may arise concerning the reprimand, discharge, or suspension of employees, or controversies concerning the application, interpretation, or alleged violation of this Contract, which cannot be amicably settled in previous steps in the grievance procedure, may be submitted for settlement to an Impartial Arbitrator. A grievance shall be considered withdrawn unless the Unit Vice President or his Designee appeals the grievance to arbitration within forty-ﬁve (45) days from the date of receipt of the Step 3 answer.

(2) , The party requesting arbitration shall request the Federal Mediation and Conciliation Service (FMCS) to provide a panel of seven (7) arbitrators. The Company and the Union shall alternately strike one name from the list. The first to strike to be decided by lot, until only one name remains, and the remaining arbitrator shall be the arbitrator to hear and decide the controversy.

(b) (1) Grievances processed through Step 3 of the grievance procedure normally will be presented to the Arbitrator in the order that they are ﬁled; however, the parties may mutually agree to submit cases of high priority to the arbitrator out of normal order.

(2) No grievance, which pre-dates this contract, shall be pursuable under any terms or provisions of this contract.

(e) Stipulation of Issues

The Company and the Union may stipulate the nature of the dispute and the issues involved jointly in one (1) stipulation or singly in separate stipulations. In the event that the parties stipulate the nature and issues of the dispute singly, a copy of such stipulation shall be furnished the other party at the same time the stipulation is submitted to the arbitrator.

(f) Hearing Date

It is agreed by the parties to this Contract that arbitration cases shall be heard as soon as possible. On a date agreeable to both parties, the date to be set in conformity therewith by the arbitrator, the parties, or their designated representatives shall at the time and place appointed by the Impartial Arbitrator, 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.

(h) Implementation of Decision

The decision of the Impartial Arbitrator shall be ﬁnal and binding upon both parties and shall invoke immediate compliance by the parties.

(i) Cost

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

(j) Attendance at Hearing

In all proceedings under this section, the Company shall release from work the following employees (if they are BWCS employees) when deemed necessary by the Union for a fair and reasonable presentation of its case before the Impartial Arbitrator

1. Unit Vice President

2. Members of the General Grievance Committee

3. A Steward

4. Not more than two (2) aggrieved employees

Additional BWCS employees will be released upon request without pay provided that supervision can make arrangements to efficiently continue the work.

(k) Power of Arbitrator

The Impartial Arbitrator shall not have the power to make any award, which changes, amends, or adds to the provisions of this Contract.

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

The provisions of this section can be amended by mutual agreement. The parties to this Contract recognize that griev- ances should be settled promptly and as close to their source as possible. Further, both parties shall endeavor to present all the facts relating to the grievance at the ﬁrst step of the grievance procedure in order that an equitable solution may be achieved. The Company in the second, third and fourth steps of the grievance procedure shall give written answers to the grievance within the speciﬁed time limits unless extended by mutual consent. Copies of written answers to grievances shall be distributed or mailed to the Local Union Hall, the Local Union President, and each aggrieved em- ployee signing the grievance.

**Section 2.** Union Representatives

(a) Number of Representatives

The Company shall recognize the following number of properly certiﬁed Union representatives in the plant for the purpose of representing employees in the manner speciﬁed in this Grievance Procedure:

(1) The Local Union President or designated represen- tative.

(2) The General Grievance Committee consisting of the Vice-President of the Local Union who shall serve as Chairperson, and the appropriate committee person or persons

(3) One (1) Steward per each 12-hour shift plus one (1) for “O” Shift. The number may be adjusted as mutually agreed by the parties as the need arises.

When a properly certiﬁed Union representative is un- available for any reason, the Company shall recognize an alternate certiﬁed by the Union. It is understood that only one (1), the Steward or the alternate will be recog- nized for each incident

(b) Steward Districts

The Company will recognize Union Steward Districts as deﬁned by the Union, but not to exceed the number speciﬁed per Article VII, Section 2(a)(3). The Union will provide the Company with a current listing, as changes occur, of recognized stewards and alternates and districts which each represents.

(c) Grievance Investigation

Certiﬁed Union representatives shall be excused from work for reasonable periods of time during their sched- uled working hours when handling grievances in the appropriate steps of this grievance procedure, excluding arbitration without loss of pay.

Employees thus duly certiﬁed and recognized as Union Representatives shall report to and obtain permission from their immediate supervision whenever it becomes necessary to leave their work for the purpose of handling

grievances in their respective divisions or districts, shall inform their supervision of their intended destinations and itinerary, shall notify the supervision of any depart- ment in which it becomes necessary to contact employ- ees for the purpose of settling or investigating grievanc- es, and shall report back to their immediate supervision at the time they return to work.

The above Union Ofﬁcials shall have access to the plant with proper approval at any time and shall notify super- vision in the area in which they are present.

(See Article XVI, Section 13 regarding Union Ofﬁcials)

**Section 3.** Disciplinary Cases

It is recognized that the maintenance of discipline is essential to the orderly operation of the plant and also that the invok- ing of disciplinary action should be designed to correct the conduct of the employees involved rather than to punish.

In the great majority of infractions of rules, termination of employment for disciplinary reasons is justiﬁed only after the employee has been given the opportunity to correct his/her behavior and has failed to respond to disciplinary measures. Suspension of employees with or without pay for various lengths of time as determined by the company

is recognized as a legitimate method of discipline under the terms of this contract

(a) Discussions

(1) When an employee is called into a discussion which may result in disciplinary documentation, includ-

ing reprimand, suspension, or being sent home, the employee shall be fully informed that a Union

representative may be brought into the discussion. The Union President or designee shall be informed

in writing of any action taken. Any of the above can be a proper subject for the grievance procedure.

(2) When an employee is called into a discussion, which may result in discharge, the employee shall be fully informed that a Union representative may be brought into the discussion.

The decision to terminate an employee will not be made until at least two (2) full working days have elapsed from the infraction. During this time,

thorough consideration will be given to all facts and circumstances, which are relevant to the matter. At the request of the Union, Company representatives will meet with Union representatives during the two (2) day period to discuss such relevant facts and circumstances

The Union President or designee shall be informed in writing of any action taken. The action taken can be a proper subject for the grievance procedure.

(b) Record Review

Written records of past documented disciplinary dis- cussions, written reminders, suspensions, or Decision Making Leaves (DML) which have been placed in the employeeʼs ﬁle, exclusive of actions resulting from any future violation of Article V, shall be reviewed by the end of one (1) year by the employeeʼs supervision

and the employee to determine whether they should be removed from all ﬁles and destroyed as indicated by the UDS Constructive Discipline process.

(c) Initiation of Grievances - Step 3 or Step 4

If the employee or the Union ﬁles a written grievance protesting a suspension or discharge, within ten (10) days, such grievance shall be initiated at Step 3 or 4 of the Grievance Procedure. If such discharge or suspen- sion is found to have been unjustiﬁed, the employee shall be reinstated to his/her former job and shall be compensated for all earnings lost, less pay for any pen- alty time decided upon, if any.

**Section 4.** General Grievances

Controversies 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 Step 3 or Step

4. Attendance at Grievance Hearings initiated at Step 4 may include members of both negotiating committees.

**Section 5.** Time Limits

(a) Extension

Any grievance not taken up with an employeeʼs immedi- ate supervision within ten (10) 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 proce- dure. The employee or a certiﬁed Union representative may request an extension of ﬁve (5) days to investigate the grievance.

(b) Withdrawn - Settled

A grievance shall be considered settled or withdrawn if the decision of the Company is not appealed to the next higher step in the grievance procedure within ten (10) 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) Calculation of Time

In the calculation of time limits under the grievance provisions, including arbitration, “days” shall mean calendar days excluding Saturdays, Sundays, Holidays, Vacations, and the scheduled days off of the aggrieved employee.

(e) Postponement - Hearing

A hearing at Step 2 may be postponed by mutual agree- ment of the Division Committeeperson and the depart- ment supervisor involved. A hearing at Step 4 may

be postponed by mutual agreement between the Local Union Vice-President and the Labor Relations Manager or his designated representative.

**Section 6.** Grievance Steps

Step 1: An employee who feels that he/she has a grievance may, as soon as reasonably possible, discuss it with

his/her immediate supervision and Union Steward. The employeeʼs immediate supervision shall answer the grievance as soon as possible but no later than

at the end of the next scheduled work shift of the aggrieved employee. Settlements made in this step of the grievance procedure shall have no precedent value

Step 2: If the grievance has not been disposed of at Step 1,

it shall be reduced to writing on an appropriate form and presented to the aggrieved employeeʼs depart- ment supervisor. Such written grievance shall be signed by the employee or the Committee person of that Representation Division and shall be identiﬁed by number. The Union shall, to the best of its ability, state in the written grievance all of the facts justify- ing the grievance and the provision of the Contract involved. A hearing shall be held within thirty (30) days for shift workers and ﬁve (5) days for day shift workers. The hearing may be attended by the ag-

grieved employee, the District Steward, and the Divi- sion Committeeperson at the option of the Union; and by his/her Supervisor, and other representatives of

the Company; and may include other affected parties mutually agreed upon in advance between the Divi- sion Committeeperson and the affected supervisors involved.

Hearings shall be scheduled at 4:00 p.m. for employ- ees on the afternoon shift and 7:00 a.m. for employ- ees on the night shift or any other mutually agreed time. The aggrieved employeeʼs supervisor shall answer the grievance within ten (10) days after the hearing.

Step 3: If the grievance is not settled satisfactorily at Step

2, it may be appealed at the option of the Union to either Step 3 or Step 4. If appealed to Step 3, the appropriate Division Manager will review the facts with the Committeeperson and will determine if a full hearing at Step 3 will be held, if the grievance will be returned to Step 2 for a rehearing, by mutual agreement with Committeepersons or if the appeal

will be denied and passed on to Step 4. Replies to the appeal will be made within two (2) days. Hearings at Step 3 will be held on Thursdays or at a time mutu- ally agreed to by the Division Committeeperson and the appropriate Division Manager. Hearings may be attended by the aggrieved employee, Steward, Com- mitteeperson at the option of the Union, and by the appropriate Division Manager and other representa- tives of the Company, and may include other affected parties mutually agreed upon in advance between the Division Committeeperson and the affected Division Manager involved. The Company will answer the grievance in writing within ten (10) days of the hear- ing.

Step 4: If the grievance is not settled satisfactorily at the

2nd or 3rd Step, it may be appealed in writing to the Labor Relations Manager or his designated repre- sentative. Such written appeal shall state the reasons why the decision in the second or third step is not acceptable, shall be signed by the Vice-President of the Local Union or respective Committeeperson, and shall be presented to the Labor Relations Manager

or his/her designated representative, together with a copy of the Step 2 or 3 Company Answer.

On Wednesday mornings, at 9:00 a.m. (or any other day mutually agreed to by the parties as the need arises) hearings shall be held on plantsite on any

grievance appeals, which have been delivered to the Labor Relations Manager or his designated represen- tative, by 10:00 a.m. three (3) work days preceding the hearing. The attendance at this hearing shall include the Union General Grievance Committee and if mutually agreed upon, at the option of the Union, the aggrieved employee or employees, with pay, or persons deemed necessary by the Union; the Labor Relations Manager or his designated representative, Division Manager, and other representatives of the Company. The Company shall answer the grievance in writing within fourteen (14) calendar days follow- ing the hearing.

**Section 7.** Monetary Settlements

Any money due an employee as a result of the settlement of a grievance shall be paid within two (2) weeks following the settlement. Written notiﬁcation will be given to the Vice- President of the Union to this effect.

**Section 8.** Arbitration

(a) Submission Procedure

(1) Controversies, which may arise concerning the reprimand, discharge, or suspension of employees, or controversies concerning the application, in- terpretation, or alleged violation of this Contract, which cannot be amicably 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 Step

4 answer to the Union Vice-President, or designated representative. A grievance shall be considered withdrawn unless the Union appeals the grievance

to arbitration within forty-ﬁve (45) days from the date of stamp.

(2) At the option of the Union, the Union President or his/her designated representative, and, if it desires, an International Representative may meet with the Labor Relations Manager or his designated repre- sentative and at the Companyʼs option, the affected Division Manager(s) to discuss the grievance prior to submission to arbitration. Within ten (10) days following the above meeting, the Local Union President and the Chairperson of the Unionʼs Gen- eral Grievance Committee or designated representa- tive, (and may at the option of the Union include a United Steel, Paper and Forestry, Rubber, Manufac- turing, Energy, Allied Industrial and Service Work- ers International Union, AFL-CIO Representative) shall meet with representatives of the Company during the Union representativeʼs scheduled work- ing hours, without loss of pay and attempt to agree upon an Impartial Arbitrator. Should the parties be

unable to agree upon an arbitrator, the Company and the Union shall alternately strike one name from

the list, the ﬁrst to strike to be decided by lot, until only one name remains, and the remaining arbitrator shall be the arbitrator to hear and decide the contro- versy

(b) (1) Grievances processed through Step 4 of the griev- ance procedure normally will be presented to the Arbitrator in the order that they are ﬁled; however, the Union may indicate cases of high priority to be heard by the arbitrator out of normal order.

(2) Any grievance ﬁled on or after June 27, 2005,

which has not been assigned to the impartial arbitra-

tor within three (3) years after the date of appeal to arbitration, shall be considered withdrawn by mu- tual consent on a non-precedent basis. No griev- ance, which pre-dates this contract, shall be pursu- able under any terms or provisions of this contract.

(3) The Parties shall mutually agree upon ﬁfteen (15) Impartial Arbitrators who shall be selected from lists submitted by both parties.

(c) Should one of the above arbitrators die, become incapac- itated, or refuse to act, the parties thereto shall mutually agree upon a successor to the panel.

(d) Each party will strike one member of the arbitration panel in (b) above.

(e) Stipulation of Issues

The Company and the Union may stipulate the nature of the dispute and the issues involved jointly in one

(1) stipulation or singly in separate stipulations. In the event that the parties stipulate the nature and issues of the dispute singly, a copy of such stipulation shall be furnished the other party at the same time the stipulation is submitted to the arbitrator

(f) Hearing Date

It is agreed by the parties to this Contract that arbitra- tion cases shall be heard as soon as possible. On a date agreeable to both parties, the date to be set in confor- mity therewith by the arbitrator, the parties, or their designated representatives shall at the time and place appointed by the Impartial Arbitrator, appear and present either a written or oral statement of the issues involved

for consideration by the Impartial Arbitrator. Any writ- ten statement of issues shall be furnished the other party at the arbitration hearing. In designation of the place, the Impartial Arbitrator shall be restricted to the area

in which the plant is situated unless otherwise agreed upon. The Impartial Arbitrator shall schedule hearings of grievances in the order in which such grievances are submitted, unless the Company and the Union agree upon a different order for hearing.

(g) Decision - Time Limit

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.

(h) Implementation of Decision

The decision of the Impartial Arbitrator shall be ﬁnal and binding upon both parties and shall invoke im- mediate compliance by the parties. Any money due an employee as a result of such decision shall be paid not later than two (2) weeks following the receipt of a writ- ten decision to this effect. It is recognized by the parties that certain rights of appeal of decisions exist. It is not the intent of the language in Article VII Section 8 (h) to limit rights of appeal. Such appeals may delay payments that are based on the ﬁnding of the arbitrator.

(i) Cost

The expense and compensation of the Impartial Arbitra- tor shall be borne by and divided equally between the Union and the Company.

(j) Attendance at Hearing

In all proceedings under this section, the Company shall release from work the following employees (if they are UDS employees) when deemed necessary by the Union for a fair and reasonable presentation of its case before the Impartial Arbitrator without loss of earnings:

1. President

2. Members of the General Grievance Committee

3. A Steward

4. Not more than two (2) aggrieved employees

Additional UDS employees will be released upon request without pay provided that supervision can make arrangements to efﬁciently continue the work.

(k) Power of Arbitrator

The Impartial Arbitrator shall not have the power to make any award, which changes, amends, or adds to the provisions of this Contract.

**ARTICLE VIII SENIORITY**

Section 6: Bid Process

When a new job and/or a permanent vacancy in an existing job is created the Company shall post a job bid. Employees may sign the job bid. Job bids shall be posted for a minimum of seven working days.

**T/A – 5.05.14**

The Company shall select the senior most qualified employee from among the employees who bid on the position.

**Union Rejects 5.05.14**

Current employees in a given classification will be given preference for positions within the classification.

**T/A – 5.05.14**

Employees who bid on a permanent vacancy and are selected for the position may not bid for another permanent vacancy for a period of twenty-four (24) months.

**T/A – 5.05.14**

The Company shall only be required to post and fill one immediately succeeding permanent vacancy created by posting and filling a permanent vacancy pursuant to this article.

**T/A – 5.05.14**

Notification of the job bid shall be posted on three designated bulletin boards identified by the USW.

**T/A – 5.05.14**

Section 2. Company Service Credit

* 1. (a) it is agreed that employees that had been hired during initial staff up period (sept. 9, 2010) by UDS into usw represented positions received previous company service credit earned at the Portsmouth site with USEC, BJC LLc. (or successor thereto) became UDS company service credit if such credit was in effect at the time of the formal UDS offer of employment.

Section 3 probationary period

* 1. (a) change one hundred and eighty (180) days to ninety (90) calendar days.

**Section 1.** Deﬁnitions

(a) Vacancy

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

(b) Bargaining Unit Seniority

Bargaining Unit Seniority is the total length of allowable

time an employee has spent in the Bargaining Unit. The seniority of each employee is his relative position with respect to other employees.

(c) Recall List

The recall list is deﬁned as that list on which an employ- ee is placed at the time he is involuntarily laid off from

a UDS job classiﬁcation, and does not continue active employment with UDS.

(d) Laid Off

An employee is said to be laid off when he leaves a UDS job classiﬁcation because of an involuntary reduc- tion in force, and does not continue active employment with UDS

(e) Initial Staff-Up Period

The time period beginning with the transition of the ﬁrst UDS USW represented employees, and ending on a date one (1) year after the start of operations of the Ports- mouth DUF6 Plant.

**Section 2.** Company Service Credit

(a) The UDS “Initial Staff-Up Period” is deﬁned as the time period beginning with the transition of the ﬁrst UDS USW represented employees, and ending on a date one (1) year after the start of operations of the Portsmouth DUF6 Plant

(b) UDS may hire employees for USW represented posi- tions from various sources during this “Initial Staff-Up Period”. During this “Initial Staff-Up Period” it is

agreed that employees hired by UDS into USW repre- sented positions shall receive previous Company Service Credit earned at the Portsmouth site with USEC, BJC LLC (or successors thereto) as UDS Company Service Credit if such credit is in effect at the time of a formal UDS offer of employment. If any beneﬁt has been liq- uidated based on such former service, that service shall not be allowed as credited service by UDS.

(c) Employees hired by UDS into USW represented posi- tions after the “Initial Staff-Up Period” at the Ports- mouth DUF6 Plant shall not receive previous Company Service Credit earned at the Portsmouth site with USEC, BJC LLC (or successors thereto) as credited UDS Com- pany Service.

(d) Any dispute as to former Company Service Credit al- lowed, or dates of former service, or other such facts will be resolved by the company and union before, and as a condition of accepting employment with UDS. Any

attempt to question such mutually agreed determinations subsequent to accepting employment with UDS will not be pursuable through the grievance procedure and/or arbitration clause of this contract

(e) An employeeʼs total Company Service Credit with UDS shall consist of the time actually spent on the UDS payroll, plus allowable time under Article VIII, section

2, plus properly approved absences from work, to be determined under the following rules.

1) Leave of Absence

When an employee is on a leave of absence granted by the Company, his/her service shall be considered as continuous without any deductions if the absence

does not exceed (1) one year. However, service shall be considered as continuous without any de- ductions for employees on leave of absence for:

i. Occupational disability under Article IX, Section

1(b);

ii. Public ofﬁce under Article IX, Section 2(c) for the duration of a single term of ofﬁce only;

iii. Non-occupational disability under Article IX, Section 1(c);

iv. Union ofﬁcial on full-time International status under Article IX, Section 2(a), not to exceed four (4) years;

v. Educational Exit under Article IX, Section 1 (e).

2) Military Service

An employee who leaves the employment of the company to enter military service, either by volun- tary enlistment or by induction under the Selective Service System, shall be reinstated under the provi- sions of applicable Federal Statutes, upon applica- tion 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

3) Laid Off - Service Credited

A laid off employee shall accumulate service for a period of time equal to his/her continuous service at the time of layoff, but not to exceed two (2) years for any single period of layoff. A laid off employee will have recall rights for ten (10) years.

If a laid off employee is recalled he/she shall be credited with the applicable accumulated service.

4) Loss of Service

An employee shall lose continuous service when he/ she is discharged, released, resigns, retires, accepts layoff without recall rights, is on continuous layoff for more than ten (10) years from date of layoff, or when he/she is on the recall listing, but not on the active payroll and declines or fails to report or make satisfactory arrangements within fourteen (14) cal- endar days after being notiﬁed of a recall. If such employee is later rehired, he/she shall be considered a new employee and continuous service shall date from the date of most recent hire.

5) Notiﬁcation - Recall

An employee shall be considered to be notiﬁed of a recall opportunity when an offer of recall has been sent by registered mail to the most recent address as recorded in the Hourly Personnel Department. Indi- viduals shall be responsible for informing the hourly personnel department of their current address. Failure to so inform the hourly personnel depart- ment will relieve the company from any responsibil- ity if notiﬁcation is not received due to an improper

address. Copies of registered letters to recalled individuals will be mailed to the Union Vice-Presi- dent at the time mailed to recalled individuals.

**Section 3.** Probationary Period

(a) All employees shall be considered a probationary employee for the ﬁrst one hundred and eighty (180) days worked and, at the end of that period, if he/she is retained, the employeeʼs name will be placed on the Se- niority List and the employeeʼs seniority shall reﬂect all allowable seniority as deﬁned in this contract. A proba-

tionary employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company.

(b) If the employee is retained the employeeʼs seniority will include the entire probationary period.

**Section 4.** Reduction in Force

(a) When a reduction in force is to be made in a job classiﬁ- cation, the employee having the least amount of Bar- gaining Unit seniority within the affected job classiﬁca- tion shall be laid off ﬁrst.

(b) In the event of a layoff, the Union will be notiﬁed prior

to the layoff and will be given a list of names of employ- ees who are to be laid off as far in advance as possible. Also, at the time the list is being typed, the Union Presi- dent will be notiﬁed

(c) The Company and Union will establish a recall listing of laid off employees in each job classiﬁcation. Recall shall be in seniority order of those laid off from the classiﬁca- tion in which the vacancy exists.

**Section 5.** Previous Seniority

(a) If an employee is hired by UDS into a USW represented position during the “Initial Staff-Up Period” (as deﬁned in Article VIII, Section 1 (e) of this contract), such em- ployee shall receive bargaining unit seniority accumu- lated with other Portsmouth site employers (USEC, BJC LLC, or successors thereto) as bargaining unit seniority with UDS.

(b) If an employee is hired by UDS into a USW repre- sented position after the “Initial Staff-Up Period” (as deﬁned in Article VIII, Section 1 (e) of this contract), such employee shall not receive bargaining unit senior- ity accumulated with other Portsmouth site employers (USEC, BJC LLC, or successors thereto) as bargaining unit seniority with UDS.

**Section 6.** Filling Vacancies During The “Initial

Staff-Up Period” (a) Recall

When a vacancy exists during the “Initial Staff-Up Period” (as deﬁned in Article VIII, Sec. 1 (e) of this contract) the vacancy will ﬁrst be offered to UDS em- ployees laid off from the job classiﬁcation in which the vacancy exists and who are on the UDS recall list of the job classiﬁcation in which the vacancy exists. Recall shall be in order of seniority.

(b) If, after a proper “Recall” referenced above, the vacancy still exists, and if the “Initial Staff-Up Period” has not expired, the vacancy will then be offered to eligible vol- unteers from the list of qualiﬁed volunteers. This list of volunteers being the result of a polling of qualiﬁed union

members in a manner agreed to by the company and the union.

**Section 7.** Filling Vacancies After The “Initial

Staff-Up Period” Has Expired. (a) Recall

After the expiration of the “Initial Staff-Up Period,” (as deﬁned in Article VIII, Sec. 1 (e) of this contract) when a vacancy exists, the vacancy will ﬁrst be offered to UDS employees laid off from the job classiﬁcation in

which the vacancy exists and who are on the UDS recall list of the job classiﬁcation in which the vacancy exists. Recall shall be in order of seniority.

(b) After a proper “Recall” of laid off employees [see Ar- ticle VIII, Section 7 (a) ] UDS will, in ﬁlling vacancies, abide by the terms in the following hiring preference list. Any offers of employment will be based upon seniority and qualiﬁcation.

(1) Those UDS employees notiﬁed of layoff in clas- siﬁcations other than the one in which the vacancy exists. Such employees must be qualiﬁed for the vacancy and have proof of such qualiﬁcation in their records at the time the vacancy is being ﬁlled. If an employee is offered a position under this contract provision, the employeeʼs name will not be carried on any UDS recall list. These employees will not carry bargaining unit seniority to their new classiﬁ- cation. They will start in the new classiﬁcation with no bargaining unit seniority.

(2) Employees who are laid off from UDS and who

are on a UDS recall list in classiﬁcations other than

the classiﬁcation in which the vacancy exists. Such employees must be qualiﬁed for the vacancy and have proof of such qualiﬁcation in their records at the time the vacancy is being ﬁlled. Such employees names shall be removed from the UDS recall list

as a condition of being offered the vacancy. These employees will not carry bargaining unit seniority to the new classiﬁcation. They will start in the new classiﬁcation with no bargaining unit seniority.

(3) Those individuals who are unemployed (for reasons other than termination for cause) from USW repre- sented positions with other site employers (USEC, BJC LLC, or their successors). Such employees must be qualiﬁed for the vacancy and have writ-

ten proof of such qualiﬁcation in their possession

at the time the vacancy is being ﬁlled. Any offer of employment with UDS will be contingent upon the perspective UDS employee ofﬁcially and in writing removing their name from any and all site employ- erʼs recall lists and a letter of resignation from any employment with above site employers. A copy of such written notiﬁcation(s) must be presented to UDS before any offer of employment will be made. Employees hired under this provision (Art. VIII, Sec. 7 (b) 3) will have allowable seniority calcu- lated as per the terms of Article VIII, Section 5 (a) or (b).

(c) If Article VIII, Section 7 (b) 3 is used, the local USW Union will consult available layoff lists and will select the most senior individuals from those lists for consider- ation for employment by UDS.

(d) If no qualiﬁed employees can be obtained in a timely manner from the aforementioned sources above, then

UDS may hire qualiﬁed employees from any source.

(e) UDS will advertise vacancies and inform the local USW Union of vacancies prior to ﬁlling them as per Article VIII, Section 7 (b) 3 or Article VIII, Section 7 (c) above.

**Section 8.** Returning to Bargaining Unit

Employees who leave the bargaining unit for a non-bargain- ing unit position following the adoption of this agreement have thirty (30) calendar days within which to choose to return to the bargaining unit. If such employees choose to return within the thirty (30) calendar days, they may do so without loss of any seniority. After the thirty (30) calendar days, the employee has no option to return to the bargaining unit

**Section 9.** Exercise of Shift Preference by Seniority

(a) Plant seniority shift preference within a job classiﬁca- tion will be granted annually to employees upon request. Such annual request must be made no later than January

1, with any change resulting there from to be made not later than the week beginning after March 1. Shift pref- erence shall be awarded in accordance with bargaining unit seniority.

(b) Such preference may only be exercised between twelve

(12) hour rotating shift and straight day shift.

(c) Such preference cannot be exercised between individual letter shifts on the twelve (12) hour shift.

(d) Employees who request to go from day shift to

twelve (12) hour rotating shift shall not be privileged to select the individual twelve (12) hour shift they

will be assigned to.

**Section 10.** Placement of Occupationally Disabled

Employees

When the Company determines that an occupationally disabled employee can not perform duties in his/her clas- siﬁcation, the Division Committeeperson and respective department manager shall agree upon a group within the em- ployeeʼs classiﬁcation in which such disabled employee shall be placed consistent with medical restrictions as established by the Company Medical Department. When such medical restrictions are removed by the Company Medical Depart- ment, the employee shall be returned to the group he/she left.

**Section 11.** Security Clearance

If the company requires any or all of its USW represented employees to possess a security clearance in the performance of their job, then the obtaining and maintaining of a proper security clearance shall become conditions of employment. Failure to comply with either of these conditions of employ- ment may result in discipline up to and including termination of employment. It is understood that time required to obtain the security clearance will not be held against the employee, unless a delay is caused by action(s) or lack of action(s) by the individual for whom the clearance would apply.

**Section 12.** Medical Restriction

The following provisions shall apply when an employee is removed from his/her job because of a medical restriction.

1. The Committeeperson and respective Supervisor or Department Managers shall agree upon a group within the employeeʼs classiﬁcation in which such

restricted employee shall be placed consistent with medical restrictions and seniority. Should this create an excess, the least senior employee shall be excessed

2. If the restricted employee is not placed according

to one (1) above, for permanent restriction, the Em- ployment Department will give written notiﬁcation to the Union and employee identifying classiﬁca- tions in which the medically restricted employee is able to work. The employee will be paid at his/her current rate while assigned to another classiﬁca- tion. Rate retention does not apply when placed as

a result of a non-occupational injury.

3. The employee in permanent restriction shall utilize his/her plantwide seniority to move to any classiﬁ- cation for which he/she is qualiﬁed.

4. The temporarily restricted employee not placed in one (1) above shall have rate retention when placed in another classiﬁcation. Rate retention does not apply when placed as a result of a non-occupational injury.

5. In the event of a surplus in the classiﬁcation in which the restricted employee is working the em- ployee shall have, for the purpose of reduction in force, seniority equal to his/her plantwide seniority.

6. When the medical restriction is removed, an em- ployee will return to the classiﬁcation from which he/she was restricted. Once the medical restriction is removed, rate retention no longer applies.

**Section 13.** Loss of Bargaining Unit Seniority

An employee will lose his bargaining unit seniority when he/she is discharged, when he/she resigns, or when he/she is on the recall listing and declines or fails to report within ﬁve (5) days or to make satisfactory arrangements when offered employment in the job classiﬁcation from which he/she was laid off. An employee shall also lose their bargaining unit seniority as per terms outlined in Article VIII, Section 7 (b)

1 & 2

**ARTICLE IX 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 per- sonal 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 exten- sion in writing and upon presentation of evidence satis- factory 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 the

Company Medical Department. An employee who re- turns to work after a leave of absence for an occupation- al disability shall be reinstated in the classiﬁcation from which he/she left provided he/she ﬁrst obtains clearance from the Company Medical Department.

(c) Non-Occupational Disability

An employee shall be granted a leave of absence for the period of a non-occupational disability, but not to exceed two (2) years upon presentation of evidence satisfactory to the Company. An employee who returns to work after a leave of absence for a non-occupational disability shall be reinstated in the classiﬁcation from which he/she left, provided ﬁrst medical clearance is obtained from the Company Medical Department. However, an employee who is cleared for work, within a two (2) year period,

but is unable to perform the work in the classiﬁcation due to a medical restriction, as determined by the Com- pany Medical Department, shall exercise plantwide se- niority to move into any classiﬁcation which the medical restriction permits, provided he/she is qualiﬁed. How- ever, if he/she elects not to exercise plantwide seniority to move, he/she 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.

(d) Dispute

In the event there is a disagreement between the Company

Medical Director and the employeeʼs physician regard- ing the medical evidence presented at the time of the employeeʼs return from injury or illness, at time of job transfer, or restriction from classiﬁcation, the question

shall be submitted to a third (3rd) physician selected by the two (2) physicians. The medical opinion of the third (3rd) physician after examination of the employee and consulta- tion with the other two (2) physicians shall decide such question. The expenses of the third (3rd) physician shall be borne jointly by the Company and the Union. In the event the third (3rd) 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 applica- tion provided he/she can qualify under the seniority rules, is physically capable of performing the work re- quired, is granted a clearance and applies for reemploy- ment within thirty (30) days after leaving the college, university, or school. Trade or vocational school for purposes of this clause is one which provides train-

ing or a course of study related to jobs performed for the Company. The employee upon reinstatement shall be given the service he/she had when he/she 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. He/she shall conﬁrm the continuation of his/her 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 be- coming eligible for contractual beneﬁts.

**Section 2.** Union or Government Ofﬁcial

(a) Union Ofﬁcial - Full Time

Upon written request to the Company made by the Union a reasonable period in advance, an employee cer- tiﬁed 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 num- ber of employees granted such leaves of absence shall not exceed four (4) at any time.

(b) 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 unreason- ably interfere with operations. Leaves of absence shall not be renewable from year to year except as mutually agreed by the parties.

(c) Elected Ofﬁcial - Full Time

Upon written request to the Company an employee shall be granted a leave of absence to serve full-time in an elected or appointed Federal, State, or Local govern- ment 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 and shall be issued ap- propriate identiﬁcation.

**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) suc- cessive scheduled workdays without notifying the Com- pany, 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 (4th) scheduled workday following the expiration of a leave of absence or any extension thereof without notifying the Com- pany shall be considered to have resigned voluntarily.

Union rejected companies changes. TA

**ARTICLE X HOURS OF WORK**

**Section 1.** Deﬁnitions

(a) Workday means the twenty-four (24) hour period begin- ning at 12:00 midnight.

(b) Workweek means the seven (7) day period beginning at

12:00 midnight on Sunday.

(c) 7th Consecutive Day means the seventh (7th) consecu- tive workday in the workweek, i.e., the twenty-four (24) hour period beginning at 12:00 midnight on Saturday.

(d) Working Schedule means the hours of shifts to be worked by employees and the day or days on which such shifts are to be worked.

(e) The normal hours for twelve (12) hour rotating shift workers are 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00

(f) The normal hours for “O” shift straight day workers are from 7:00 a.m. to 3:30 p.m., Monday through Friday.

**Section 2.** Standard Workday-Workweek

A standard dayʼs work shall consist of eight (8) hours worked within a workday. A standard weekʼs work shall consist of ﬁve (5) standard dayʼs worked within a workweek amounting to a total of forty (40) hours. (See also MOU for

12-Hour Shifts.)

**Section 3**. Working Schedule

(a) Rotating Shift (See MOU for 12-Hour Shift Rules)

The 12-hour rotating shifts are to be manned by groups or crews of employees designated as A, B, C and D Shifts.

(b) “O” Shift (Straight Day Shift)

The following hours are recognized as standard for regular one (1) shift operations: 7:00 a.m. to 3:30 p.m., on any day Monday through Friday. This is designated as “O” Shift

© identified available shifts on USW shift codes appendix B(c) Irregular Shift

An irregular shift is an eight (8) hour shift other than “O” Shift. Irregular shifts may be established as re- quired.

(d) Trading Shifts

Employees may trade shifts or days off with the prior approval of their respective supervision, and provided further that no overtime premium is involved.

(e) Wash-Up/Clothes Change

All employees shall be ready to work at the start of their shift

Employees assigned to jobs where coveralls are required will be allowed no more than eighteen (18) minutes for wash-up and/or clothes change activity to be taken at the end of the shift unless otherwise permitted.

(f) 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 mini- mum 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.

**Section 4.** Overtime Opportunity

(a) Responsibility

It shall be the responsibility of supervision to keep overtime lists by classiﬁcation, group, department and/or qualification (omit qualification) departments, according to overtime worked. Lists will be arranged by seniority, and overtime will be offered to the most-senior, low-houreed employee. Deviations from this procedure will be considered proper and equitable

if there is good reason for such deviation and not more than twenty-four (24sixteen (16) hours difference among employees exists within an overtime list. The method of offering and charging overtime opportunities will be the same. Any time an overtime list exceeds the sixteen (16twenty-four (24) hour balance, all employees out of balance will be charged and paid sufﬁcient number of hours to bring the list in balance.

(1) A. Applicable overtime lists, which have been established, shall be posted and kept up to date as overtime occurs

B. Lists shall be posted in an accessible location to enable employees to review.

(2) When determined during a shift that additional em- ployees 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 ad- ditional 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 Items 2 and 3 above, it shall be offered as established in the ﬁrst paragraph of this section for departments using a one (1) list concept, and departments using multiple lists shall offer the overtime to individual(s) in the group(s)

(5) In offering overtime, it is understood that 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 sixteen (16twenty four (24) hour differ- ence between employees within a list.

(6) An employee moving to a new list shall be put on the list according to 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 as- sumed

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.

(7) Each calendar year supervision may readjust the overtime list for easier administration by reducing the hours of the lowest-hour employees to zero (0) and reducing the remaining employees by the same

number of hours

(8) Employees shall be contacted for overtime ex- cept for those on any type of authorized leave of absence, including jury duty and funeral leave. 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 and funeral leave, 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 sixteen (16twenty four (24) hour limit due to the fact the employee is working the shift on which the overtime is being worked, sufﬁcient hours will be charged to keep the list in balance

(9) when all eligible employees decline or are unavailable for an overtime opportunity, the “least senior” employee may be required to work. “OMIT Should two employees have an equal number of low hours, the junior employee may be required to work OMIT.” “omit all the language”

(910) A minimum of two point seven (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 but not less than one (1) hour.

(1011) Each year an employee may request that his/her name be removed from the classiﬁcation, depart- ment or group overtime list for callin purposes only, and in addition once each year at the option of the employee have his/her name either added to, or removed from the call-in overtime list by written application to supervision.

(1112) 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 com- mittee, made up of two (2) Company and two (2) Union representatives. The establishing, combin- ing, 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.

(1213) Whenever overtime is to be offered, supervision 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, nor will any grievance be ﬁled.

(1314) All overtime opportunities shall be charged when offered (Reference paragraph (8) above). If an overtime opportunity is cancelled or not filled, charged hours for that opportunity shall be removed. No more than

a maximum of eight (8) hours shall be charged for any one (1) eight (8) hour work period.

(1415) Classiﬁcations or groups may establish overtime practices that are not addressed by contract lan- guage. However, such practices may be established only by a consensus of two-thirds (2/3) of the affect- ed classiﬁcation(s) or group(s) and with the consent of the appropriate supervision.

**Section 5.** Overtime or Premium Hours

(a) Duplication of Premium Hours

Overtime or premium payments shall not be dupli- cated for the same hours under any of the terms of this Contract. Hours that are compensated for as overtime or premium under one (1) provision shall not be counted

as hours worked in determining overtime or premium compensation under the same or any other provision, ex- cept as provided in Section 5(b). (See MOU for 12-Hour Shift Rules)

(b) Crediting of Hours

(1) Jury duty time, vacation, funeral absence, sched- ule change, holiday worked, Reporting for Work, Section l2 (a) (l), and sixth (6th) consecutive day worked, which are compensated for under other ap- propriate provisions of this Contract shall be cred- ited as hours worked in computing overtime and in determining days worked for sixth (6th) and seventh (7th) consecutive day application, except that, to avoid duplication, there shall be credited only eight (8) hours for any one calendar day. (See MOU for

12-Hour Shift Rules)

(2) Holiday not worked, but paid, shall be credited in the same manner. (See MOU for 12-Hour Shift Rules)

(c) Offsetting Overtime Hours

An employee shall not be required to take off a correspond- ing amount of time before the end of his/her regular shift or in any subsequent scheduled workday in the same workweek to offset any overtime worked.

**Section 6.** Transportation

The Company shall continue its practice of arranging trans- portation home for employees who work overtime without sufﬁcient prior notice thereof.

**Section 7.** Overtime or Premium Payments

(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 in excess of eight (8) hours in any twenty-four (24) hour period or for all hours worked in excess of forty (40) hours within the workweek, whichever method of computation provides at the end of the workweek the greater total pay to the employee. (Also see MOU 12-Hour Shift.)

(2) All hours worked on the sixth (6th) day worked in a workweek, provided he/she has worked or is cred- ited with a minimum of four (4) hours in each of

the preceding ﬁve (5) workdays of that workweek. (Also see 12-Hour Shift.)

(3) Schedule change, payment for the ﬁrst (1st) 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 employeeʼs working schedule from one shift

to another, from one rollout day to another, or in scheduled vacation

(b) Two Times

An employee shall be paid at the rate of two (2) times base hourly rate of pay and at the rate of two (2) times any applicable shift differential for:

(1) All hours worked in excess of sixteen (16) continu- ous hours, exclusive of the non-paid lunch period for “O” Shift, and for all hours worked on the sev- enth (7th) consecutive day worked in a workweek, provided he/she has worked or is credited with a minimum of four (4) hours in each of the preced- ing six (6) workdays of that workweek. (Also see MOU for 12-Hour Shift.)

(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 employ-

(c) Two and One-half Times

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

(1) All hours worked on a day observed as a holiday. (d) Holiday Call-in

An employee who is required to work on a holiday that was scheduled as a day off shall be paid eight (8) hours at base hourly rate, and shall be paid at the rate of two (2) times base hourly rate and two (2) times applicable shift differential for all hours actually worked up to and including eight (8). All hours worked in excess of eight (8) shall be paid under Section 7 (c).

(e) Special Consideration - Credited Hours

As an exception to premium payment for hours not worked and for the express purpose of compensating an employee who works an overtime opportunity on

his scheduled day(s) off and has prescheduled vacation, jury duty or funeral absence on the sixth (6th) or seventh (7th) workday of the work-week, all hours worked or credited over forty (40) hours will be paid in accordance with the sixth (6th) and seventh (7th) workday prin- ciple. (Also see MOU for 12-Hour Shift.)

(f) Temporary Work Assignments

An employee who, at the request of the Company, is temporarily required to work in a classiﬁcation other

than his/her own shall be paid at the rate of one and one- half (l-1/2) times of either the employeeʼs rate of pay , or the rate of the classiﬁcation to which he/she is assigned, whichever is higher, and at the rate of one and one-half

(l-1/2) times any applicable shift differential for all time spent performing such work except in those situations which have been established by longstanding past prac- tice, in emergencies, or when the assigned classiﬁcation is not available for call-in

An employee assigned under long-standing past prac- tice, in emergencies, or when the assigned classiﬁcation is not available for call-in, shall suffer no reduction in rate of pay. When assigned temporarily to do work in a classiﬁcation having a higher labor grade, the employee shall be paid the maximum rate of the higher labor grade.

(keep as is)**Section 8.** Holidays

(a) Eleven Holidays

The following holidays shall be observed: New Yearʼs Day, Martin Luther King Jr. Birthday, Good Friday, Memorial Day, Independence Day, an additional holiday which shall be the day related to Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas, and two floating holidays.and an additional day related to Christmas. The “additional” days shall be observed on a day Mon- day through Friday as mutually determined. Martin Luther King, Jr.ʼs Birthday is observed on the third (3rd) Monday in January.

UNION REQUESTED COST SAVINGS

The two (2) floating holidays, subject to operating requirements, shall be designated by each employee from among his/her scheduled work days. The employees shall provide forty-eight (48) hours notice to his/her supervisor to schedule such holiday.

For employees who are normally scheduled Monday through Friday, a holiday shall consist of the 24 hour period commencing at 12:00 a.m. on the day of the calendar holiday.

Holiday for twelve (12) hour workers shall consist of the 24 hour period commencing at 7:00 a.m. on the calendar day of the holiday.

(b) Saturday/Sunday

For employees who are normally scheduled Monday through Friday , Should one 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 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.

These changes shall not apply for A, B, C, D shifts, as holidays will be scheduled on workdays.

(c) 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 (8) times base hourly rate, provided he/she works 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, 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 provided in Article XIII, Section 5. This provision does not apply to an employee who reports for work af- ter being hired or recalled in the week of, but subsequent to, a holiday.

Union is not interested in company proposal.

**Section 9.** Shift Differential

(a) 12-Hour Rotating Shift

A shift differential of seventy (701.00) cents per hour will be paid for hours worked between 7:00 p.m. and 7:00 a.m. No shift differential will be paid for hours worked between 7:00 a.m. and 7:00 p.m.

(b) Exclusion of Payment

Shift differential shall not be paid for hours paid for but not worked

(c) “O” Shift

No shift differential will be paid for work performed on

“O” shift.

**Section 10.** Weekend Bonus

An employee who works Saturday and/or Sunday, as part

of their normal work week, shall receive an additional sixty cents ($.601.00) per hour for such hours worked. In no case shall such payments be applied to hours not worked. (See also MOU 12-Hour Shift.)

**Section 11.** Lunch Period

(a) Non-Paid Lunch Period

Employees working on shifts designated as “O” shall have a non-paid lunch period of thirty (30) minutes to begin not earlier than three and one-half (3-1/2) hours or later than ﬁve (5) hours after the shift begins. For a

lunch period outside these hours an additional thirty (30) minutes at base hourly rate shall be paid. If such em- ployees are not permitted a lunch period during the “O” shift, they shall be paid at time and one-half (1-1/2) base hourly rate plus time and one-half (1-1/2) applicable

shift differential for the time worked in excess of eight

(8) hours.

(b) Paid Lunch Period

Employees working on shifts designated as ”12-Hour Rotating” shifts or as “Irregular” shifts shall have no time deducted for a lunch period, which shall be as short as possible.

(c) Meal Allowance Premium

An employee who is required to work overtime and who works ten (10) or more continuous and successive hours (excluding the lunch period of an “O” shift worker) shall be paid a meal allowance of ﬁve dollars ($5.0010.00) which shall be included in the regular paycheck. An additional meal allowance shall be allowed for each four (4) hours of consecutive work performed thereafter. (See also MOU for 12-Hour Shift.)

(1) No time shall be deducted for lunch periods during such overtime work, it is being understood that they

shall be made as short as possible. **Section 12.** Minimum Guarantee Payments (a) Reporting for Work

(1) An employee who reports for work at the start of his/her 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 unavail-

able 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 Com- pany informed of a current address and telephone number shall relieve the Company of its responsi- bility under this section of the Contract.

(b) Work Before Shift Starts

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. This provision does not apply to shift turn over.

(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 differen- tial for such work performed, whichever is greater.

(2) It is understood that one (1) above does not apply to an employee who may be required to remain on as- signment 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 observed 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 his/her 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.

**Section 13.** 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:

(a) Notiﬁcation of Supervision

Employees must notify their supervision within 24- hours after receipt of notice of selection for 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 and the amount of pay received.

**Section 14.** Funeral Pay

An employee who is excused from work because of the death of a member of his/her immediate family shall be paid at base hourly rate for time missed up to a maximum of three (3) consecutive scheduled workdays. For the purpose of

this section, the term “a member of the immediate family” shall be deﬁned as and be limited to the following: spouse, children, stepchildren, parents, stepparents, grandparents, grandchildren, brothers, stepbrothers, sisters, stepsisters,

sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, parents-in-law of the employee, grandparents-in-law, and,

if they reside in the employeeʼs household, other dependent relatives.

**Section 15.** Military Pay

An employee who has completed his/her probationary pe- riod, who is a member of a reserve component of the Armed Forces and who is required to enter upon active annual tem- porary 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 employeeʼs base hourly rate for the time lost while on such duty up to a maximum period, beginning with the ﬁrst (1st) 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

An employee must submit to supervision, as soon as possible after receipt, evidence of orders to report for training.

(b) Statement of Service

When the employee returns to work he/she must submit to supervision 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.

(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.

Place revised time entry mou. Rotating shift turnover

Jan 18, 2012

**ARTICLE XI WAGES**

**Section 1.** Base Hourly Rates

The base hourly rates, labor grades, and job classiﬁcations as set forth in the Appendices of this contract, which have been ﬁxed on a permanent basis, shall remain in effect for the duration of this Contract, unless revised by the Union and Company.

**ARTICLE XII LAYOFF ALLOWANCE**

**Section 1.** Eligibility

(a) Employees who are laid off by the Company on account of a reduction in force shall be paid a layoff allowance

in accordance with the eligibility schedule in paragraph

(c) below.

(b) Employees terminated for medical reasons who do not qualify for beneﬁts (excluding vested pensions) under the pension plan referred to in Article XIX or who are laid off without recall rights, shall be paid a termination allowance in accordance with the eligibility schedule.

(c) Layoff Allowance Eligibility Schedule

CONTINUOUS SERVICE ALLOWANCE Less than 3 months No allowance

3 months but 1 week less than 1 year (or 40 hours)

1 year but 1-1/2 weeks less than 3 years (or 60 hours)

3 years but 2-1/4 weeks less than 5 years (or 90 hours)

5 years but 3 weeks less than 7 years (or 120 hours)

7 years but 7 weeks less than 10 years (or 280 hours)

10 years but 8 weeks less than 1 years (or 320 hours)

11 years but 9 weeks less than 13 years (or 360 hours)

13 years but 10 weeks less than 15 years (or 400 hours)

15 years but 11 weeks less than 17 years (or 440 hours)

17 years but 11-1/2 weeks less than 18 years (or 460 hours)

Same as for

17 years plus

1/2 week (20 hours)

18 years for each added year of service

**Section 2.** Occupational Disability

An employee who is terminated by the Company on account of reduction in force, who during the course of employment has suffered an occupational disability (as deﬁned in Article XVII, Section 4) for which the Industrial Commission of Ohio has awarded a permanent partial disability of ﬁfty (50) percent or more prior to the time of termination, shall receive an additional layoff allowance equal to the schedule in Sec- tion 1. Such employee shall be deemed to have no right to further employment with the Company.

**Section 3.** Payments

Calculation of payments under Section 1 above shall be based on the employeeʼs base hourly rate at time of layoff.

**Section 4.** Recall Eligibility

An employee on layoff who is recalled and subsequently laid off will have his/her layoff allowance computed based on his/her most recent recall date plus any unused portion previously earned.

**ARTICLE XIII VACATIONS**

**Section 1.** Eligibility

Vacation eligibility is as follows:

(a) An employee must complete one (1) year of Company Service Credit to obtain initial eligibility for two (2) weeks vacation.

(b) During calendar years in which an employee completes from two (2) through four (4) years of Company Service

Credit, he shall receive two (2) weeks of vacation.

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

(d) During calendar years in which an employee completes from ten (10) through fourteen (14) years of Company Service Credit, he shall receive four (4) weeks of vaca- tion

(e) During calendar years in which an employee completes from ﬁfteen (15) through twenty-nine (29) years of Company Service Credit, he shall receive ﬁve (5) weeks of vacation

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

All UDS employees hired during the “initial staff-up period” (as deﬁned in this contract), whose adjusted UDS Company Service Credit date is prior to April 1, 1996, shall be privi- leged to a vacation eligibility of six (6) weeks after twenty- ﬁve (25) years of allowable UDS Company Service.

Any UDS employees hired during the “initial staff-up period” (as deﬁned in this contract), whose UDS Company Service Credit date is prior to April 1, 1996, who have al- ready earned their sixth (6th) week of vacation prior to com- ing to UDS shall not have their vacation allotment reduced by UDS.

All employees who are hired by UDS after the “initial staff- up period” (as deﬁned in this contact) shall not receive six (6) weeks vacation until they achieve thirty (30) years of

allowable UDS Company Service Credit.

**Section 2.** Extended Working Schedule

If a department is on an extended working schedule at the time a vacation is taken, the vacation pay shall be consistent with the employeeʼs departmentʼs extended working sched- ule. However, an employee shall not be charged more than ﬁve (5) eight (8) hour days vacation for any one (1) work- week if he is a day worker. An employee who is on vacation shall receive the base hourly rate at the time the vacation was taken for each hour of vacation for which qualiﬁed.

**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.

**Section 4.** Deferred Vacation

An employee may defer his/her vacation only until the end of the following vacation period. Any employee who is unable to take any deferred vacation due to occupational or non-occupational disability will be paid for any unused por- tion thereof

In addition to deferring vacation, an employee may elect to participate in the Vacation Banking Program. Requests to participate in the program shall be submitted to the Company prior to November 30th of each calendar year. Banked vaca- tion shall be credited to the employeeʼs account January 1st

of each year.

(1) An employee may elect to bank up to one half (1/2) of their annual earned vacation up to a maximum of twelve (12) weeks (i.e., 60 workdays).

(2) A participating employee can, following two (2) years from initiating participation, use up to two (2) weeks of banked vacation during a calendar year (begins January 1 of each year). Such use will be with prior approval of Human Resources and the employeeʼs supervisor and is subject to scheduling by vacation policies. In a case of extreme hardship or medical emergency, more than two (2) weeks of banked vacation may be used if all of the current yearʼs vacation and all deferred vacation have been used, and with approval from the Manager of Hu- man Resources.

(3) Vacation hours banked at the time of an employeeʼs separation from the Company will be paid to the employee upon separation. Separation shall be deﬁned as when an employee is laid off, released, resigns, retires, or dies.

(4) All vacation hours banked will be paid out at the employeeʼs hourly rate of pay as of the date of use or of his/her separation from the Company.

(5) The Vacation Banking Program is not to be con- strued as an ERISA plan, and all payments will be made out of the general assets of the Company.

At the end of a calendar year, any unused vacation from that calendar year that is not banked will automatically be deferred. Deferred vacation from the previous year that is not used or banked will be lost

**Section 5.** Holiday During Vacation Period

If a day observed as a holiday occurs during an employeeʼs 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, consecutive with the vacation, provided such additional day of absence is scheduled in advance

**Section 6.** Scheduling

Vacations are scheduled by the Company to be taken during the vacation period. Preference within a department, shift, or group as to dates shall be given on the basis of seniority, provided such preference is indicated prior to April 1. It is understood that such preference shall include vacation de-

ferred from the preceding vacation period. An employee en- titled to vacation may divide the vacation days into portions, some of which may be whole hour portions, in accordance with the following Schedule:

(a) Less than ﬁve (5) years continuous service - two (2)

days (16 hours)

(b) Five (5) years continuous service but less than ten (10)

years continuous service - four (4) days (32 hours)

(c) Ten (10) years or more continuous service - ﬁve (5) days

(40 hours)

Vacations will be scheduled in accordance with UDS policies and as mutually agreed to from time to time.

**Section 7.** Exiting Employees

An employee who is laid off, released, discharged, or who resigns, shall be paid for vacation earned but not taken at the time employment is terminated.

**Section 8.** Deceased Employees

In the event an employee who is entitled to a vacation dies

before taking that vacation, the person designated as beneﬁ- ciary of his/her group Life Insurance shall be entitled to the vacation pay in the manner permitted by law. It is under- stood that the same person will receive any banked vacation pay in the manner permitted by law.

**Section 9.** Occupational Disability - Eligibility

An employee who loses time from the active payroll due to an occupational disability shall not have vacation reduced because of time lost due to such disability, but shall be en- titled to take vacation after returning to work.

**Section 10.** Retirees - Pro Rata Vacation

Vacation Pay at Time of Retirement

Vacation hours remaining, not to include banked vacation hours, may, at the employeeʼs option, be taken as time off or paid in a lump sum at retirement. In addition, the employee will receive a lump sum payment for a pro rata portion of

the following yearʼs vacation based upon the number of full months elapsed prior to the employeeʼs retirement date.

The fraction of a pro rata portion to be paid is determined by dividing by twelve (12), the number of full months from January 1, to the date of retirement.

Exceptions to the general rule governing the calculation of pro rata vacation are:

1. If, because of leave of absence, the employee has not worked during the year in which retirement occurs, the employee nevertheless is eligible for pro rata vaca-

tion pay. This pay is determined by the number of full months elapsed from the ﬁrst of the year in which the

employee last worked until the start of the absence.

Since the employee has not worked during the year in which retirement occurs, no current yearʼs vacation is due.

2. If the employee has worked during the year in which retirement occurs but was on leave of absence for a period immediately preceding retire- ment, any period of such leave of absence which equals one or more full months is to be deducted in calculating the pro rata vacation payment. (Note: Reinstatement from leave of absence for vacation does not constitute “working.”)

**ARTICLE XIV HEALTH AND SAFETY**

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

**Section 1.** Health and Safety Program

(a) The parties agree that health and safety is of the high- est priority. The Union and Company recognize the importance of maintaining a safe and healthful work environment and shall cooperate to further improve the health and safety programs and to encourage employees to follow safety policies and procedures as established

in order to achieve these objectives. The company will maintain an ALARA program.

(b) The Company is responsible for maintaining a safe and healthful work place. The Company shall maintain a monitoring program that effectively determines expo-

sure levels to all chemicals or physical agents, which are known to be hazardous in the work place. The present practice of providing the Union with copies of monitor- ing reports shall be continued. Results of such surveys will be made available to employees who request such information through their supervision.

(c) Employee(s) may present to appropriate supervision or through the suggestion system their recommendations in writing on matters relative to safe, sanitary, and health- ful working conditions. They will be advised in writing of the disposition of such written recommendations and may discuss such written recommendations with appro- priate safety representatives.

(d) No employee shall be required to perform work under conditions which are unsafe beyond the normal haz- ards of the operation in question. In such cases, the employee may discuss the matter with supervision and appropriate UDS health and safety personnel. If the problem is not resolved, the employee may contact the appropriate UDS manager for a decision. Any health or

safety problem can be a proper subject for the grievance procedure after it has ﬁrst been reviewed by the Com- pany-Union Health and Safety Committee.

(e) All employees shall be given Health and Safety training appropriate to their work environment.

**Section 2.** Company-Union Health and Safety and

ALARA Committee

(a) A joint Company-Union Health and Safety and ALARA Committee shall be established to consider health and safety matters of mutual concern and make appropri-

ate recommendations. The Committee shall consist of

eight (8) members: four (4) members to be selected by the Company, and four (4) members to be selected by the Union. The control of radiation and toxic chemi- cal exposure to UDS employees to levels “As Low As

Reasonably Achievable” (ALARA) is a commitment of the UDS health protection program.

The following shall apply to the Committee:

(1) Meetings may be held monthly as determined by the

Committee

(2) One (1) of the eight (8) members of the Committee shall act as Secretary and take the minutes of the meeting.

(3) Distribution of the minutes of each meeting of the Committee shall include all attendees and each employee whose suggestion or complaint was dis- cussed during the meeting.

(4) This committee will review various aspects of em- ployee exposure relative to work activities and will develop ALARA recommendations to be presented to UDS management. These recommendations may encompass broad areas, such as PAL dose guide- lines, engineering controls, and work practices. A joint review by the President of USW Local 5-689 and UDS management will be conducted quarterly to help ensure that Committee recommendations constructively strive to address these issues.

(5) The Company recognizes that the role of the Union in health and safety matters is an advisory one.

(6) The Company shall provide for safety related

training for the Union representatives on the Company-Union Health and Safety and ALARA committee. Such training shall be not less than forty (40) hours per individual per year for each Union worker on the committee.

**Section 3.** Safety Equipment and Devices

(a) Clothing

The Company shall continue to make provisions for

the safety and health of employees while at work. The Company shall continue its practice of providing safety equipment and devices and such clothing (including shoes) as 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.

(b) Prescription Glasses

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.

(c) Lockers Provided

Employees shall be provided with adequate locker(s).

**Section 4.** Medical

(a) Records

Records relating to the radiation exposure of employ- ees shall be maintained by the Industrial Hygiene and Health Physics Department. Such records shall be made available to the employee upon written request, or as required by DOE regulations.

(b) Physical Examination

(1) Employees shall be scheduled for routine physical examination in the Medical Department each two (2) years on an optional basis. Because of work assignment, some employees may be scheduled for

required physical examination more often if deemed necessary by the Medical Department. This may include invivo counting. The employee shall be verbally informed of the results of such examina- tions by the Medical Department. Upon a written request of the employee the results of an examina- tion shall be mailed to his/her personal physician.

(2) If the required periodic comprehensive physical examination discloses a medical disability (other than one caused by a nonoccupational injury) which is disqualifying, in the judgement of the Medical Department as to the job then held by the em- ployee, but not as to some other job or jobs, to be transferred to a job consistent with his/her medical restrictions and consistent with his/her length of service. Such employee must be qualiﬁed for the job prior to being transferred into it.

(3) While in such other job, the employeeʼs rate of pay

shall be the applicable rate of the job held by him/ her at the time of disqualiﬁcation or the rate of the job to which he/she has been transferred, whichever is the higher.

(4) Should the disability be determined by the Medi- cal Department on the basis of the ﬁnding of the employeeʼs private physician - i.e., should such a ﬁnding be accepted by the Medical Department in lieu of undertaking its own required periodic com- prehensive physical examination - the rate-retention provisions set forth above shall apply equally to that disability.

(5) When, in the judgment of the Medical Department, the employeeʼs medical disqualiﬁcation no longer exists, the employee may be re-assigned to a job consistent with his/her seniority rights, and qualiﬁ- cation and shall therewith lose the above-speciﬁed rate protection.

**ARTICLE XV JOB DESCRIPTIONS**

**Section 1.** Agreement

The agreed upon job descriptions are a part of this Contract. They describe in general terms the core duties, responsibili- ties, and job content of each of the classiﬁcations estab- lished in this contract. As a result of the reduction of the

total number of job classiﬁcations recognized in this contract to ﬁve (5), duties formerly accomplished by previously exist- ing job classiﬁcations will now be accomplished by these

ﬁve (5) remaining job classiﬁcations. The intended work ﬂow from former job classiﬁcations into the present ﬁve (5) job classiﬁcations is indicated by Appendix “F” of this col-

lective bargaining agreement.

**Section 2.** Past Practice

As these job descriptions are general in nature, and the reduction in job classiﬁcations having recently been negoti- ated, there shall occur some tasks, which are not speciﬁcally listed in any of the classiﬁcations. There shall be no change as to which classiﬁcation performs certain work, once it has been established, unless changed by agreement of the joint classiﬁcation committee. Unresolved disputes concerning the assignment of tasks are subject to the Grievance Procedure beginning at Step 4.

**Section 3.** Joint Classiﬁcation Committee

The Joint Classiﬁcation Committee may provide an option

to the Company and the Union in handling speciﬁc issues as described below. The parties recognize and agree that the Joint Classiﬁcation Committee will only be used as a tool in handling these issues in instances where both parties mutu- ally agree to such process. This process is entirely optional and shall not proceed over the objection of either of the parties. The decision not to employ the Joint Classiﬁcation Committee shall not limit the ability of either party to pursue issues through alternate means.

All rights of both parties shall be preserved if no agreement

is reached through the Joint Classiﬁcation Committee if such an effort is undertaken.

A Joint Classiﬁcation Committee composed of three (3) members each from the Company and the Union is estab- lished. This Committee shall evaluate and approve new classiﬁcations, modiﬁcations and deletions to classiﬁcations during the term of this contract.

A joint classiﬁcation committee will review and approve job descriptions and rate evaluations 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 rep- resenting each party.

**ARTICLE XVI MISCELLANEOUS**

**Section 1.** Work by Non-Bargaining Unit Personnel

(a) Deﬁnition

Non-bargaining unit personnel shall consist of any in- dividual in the employ of URANIUM DISPOSITION SERVICES who is not represented by Local 5-689, USW.

(b) Emergency-Instructional

Non-bargaining unit personnel shall not do work normally performed by the bargaining unit. This does not prevent such non-bargaining unit personnel from performing necessary functions such as operating equip- ment or processes in emergencies or from instructing employees.

(c) Experimental

Development personnel engaged in work of a develop- ment or experimental nature may perform manual work provided that such work does not deprive bargaining unit employees of work normally done by bargaining unit employees.

**Section 2.** Payday

Friday is the regular payday for the workweek ending seven (7) days prior thereto. Weekly paychecks or direct deposit advice statements will be delivered to employees by U.S. mail. The Company shall continue to permit employees whose vacations are scheduled not less than two (2) weeks in advance to be paid their vacation pay on their last scheduled workday prior to the start of such vacation.

**Section 3.** Bulletin Boards

The Union shall be permitted the use of a sufﬁcient num- ber of designated Company bulletin boards for notices and announcements of ofﬁcial business. All such notices and announcements shall be submitted to the Company for ap- proval and posting.

**Section 4.** Union Representatives - Plant Supervision

The Union agrees to furnish the Company with a current list of its accredited representatives.

**Section 5.** Working Shift - Union Representatives

The Company agrees to allow Local Union ofﬁcers employed by UDS to work on day shift, as long as each is serving in such representative capacity, provided the Local Union so requests in writing. The Local Union recognizes that such agreement may cause a more senior employee off of a day shift.

**Section 6.** Non-Discrimination

No employee shall be discriminated against by reason of race, religion, color, national origin, sex, age, handicap, or veteran status.

**Section 7.** Written Notice - Policy Changes

The Company shall give the Union prior written notice, where practicable, of changes in policies, which directly af- fect employees of the bargaining unit.

This shall not be construed to be a waiver of the Unionʼs right to bargain on negotiable issues, nor shall it be con- structed to grant bargaining rights on issues where no such right otherwise exists.

**Section 8.** Working Conditions

Any beneﬁt, privilege, or working condition, not speciﬁ- cally exempted by this agreement, provided or extended to employees in the past under UDS employment, will not be discontinued without prior discussion between the Com- pany and the Union Negotiating Committees. In the event a mutual agreement cannot be reached, the Company may take action, and the matter may be submitted to Arbitration

for a binding decision as to whether the change is valid and reasonable.

This shall not be construed to be a waiver of the Unionʼs right to bargain on negotiable issues, nor shall it be con- structed to grant bargaining rights on issues where no such right otherwise exists.

**Section 9.** Auxiliary Emergency Squad

Employees on each of the rotating shifts may be selected from among volunteers to assist in emergencies. If an insufﬁcient number of employees volunteer on any shift, the Company may assign employees with the least plantwide seniority from that shift to such duty. Certain jobs; however, must have coverage

at all times and assignment or volunteers from these groups

must be totally or partially excluded. The type and frequency of preparatory training for such assistance shall be at the discre- tion of the Company. The Union recognizes and agrees that the Company at its sole prerogative, and without challenge from

the Union, may choose not to establish or man an Auxiliary

Emergency Squad (AES) at all.

The Company and the Union agree to the following in regard to employees with work restrictions assigned to the AES in the event the company elects to establish and man an AES.

(a) Action

(1) An employee with a permanent work restriction should be removed from the AES

(2) An employee with a temporary work restriction should not be permitted to serve on the AES for the duration of the restriction

(b) Procedure

(1) The appropriate Manager will notify the Medical Department of the name, department and badge number of current AES members and inform them of any change in the current list.

(2) The Medical Department will ﬂag medical records to identify employees serving on the AES.

(3) Employees on the AES will be scheduled for annual mandatory physical examinations.

(4) The Medical Department will notify the appropri- ate UDS manager whenever work restrictions are imposed or removed for a member of the AES.

**Section 10.** Educational Assistance

The Company shall provide ﬁnancial assistance to eligible employees who while still employed and outside of their regular working schedule satisfactorily complete approved courses in accordance with educational assistance programs as established by the Company.

**Section 11.** Deﬁnition - Days

The term “days,” as used in this Contract, shall mean consec- utive calendar days except as otherwise indicated.

**Section 12.** Utilization of Work Force

(a) The Company recognizes a responsibility to utilize all its employees and will not subcontract work normally performed by the bargaining unit employees without giving full consideration to the classiﬁcation that nor- mally performs the work. The bargaining unit employ- ees will perform the work that they normally perform:

1) where time limits for job completion will permit;

2) where sufﬁcient qualiﬁed personnel are present; and

3) where resources are available.

(b) If the workload exceeds the stafﬁng or skills of the em- ployees present within the job classiﬁcation that normal- ly performs the work, then the work may be subcontract- ed to supplement the workforce within the classiﬁcation. If such work which has been assigned and begun during the regular work week requires overtime, personnel in

the affected classiﬁcation shall be offered a reasonable amount of overtime so long as the requirements in (a)

above are satisﬁed.

(c) It is understood that bargaining unit employees who normally perform the work in question shall not be displaced or laid off as a direct result of work being subcontracted.

(d) If it is necessary to subcontract work normally per- formed by the bargaining unit, the Company shall inform the Local Union President. Upon request, the Company shall meet with the Local President to give an explanation of the nature of the work, approximate dates, contractor, and the reasons for the Companyʼs decision to subcontract such work

(e) The Company will agree to share appropriate infor- mation with the Union concerning the Davis-Bacon process. The Union will be given opportunity to input facts and other information prior to labor standards determinations being submitted to DOE for review. It is agreed that this involvement in the Labor Standards

Determination process shall not begin until construction of the Portsmouth DUF6 Plant has been completed.

**Section 13.** Smoking Policy

Smoking is prohibited in all plant buildings and other en- closed structures. Smoking in UDS or government vehicles is prohibited. Smoking is not permitted in any area of the plant unless the area has been designated by the Company as a “Smoking Area.”

**Section 14.** Representation of UDS Union Employees by

Non-UDS Union Employees

UDS will pay an amount equal to one (1) full time employee

to the employer of record of a Union ofﬁcer to be designated by the Union. Once the Union ofﬁcer has been so designated by the Union the payment will continue to be made to the appropriate employer until there is a change in status.

This agreement will not become effective until one (1) month prior to start of operations of the Portsmouth DUF6 Plant.

**ARTICLE XVII SICKNESS AND ACCIDENT PLAN**

Non-Occupational Disability Pay (Short-Term Disability

Pay)

**Section 1.** Eligibility

Provided the “Conditions of Payment” outlined in Section

2 below are met, an hourly paid employee shall receive weekly, as due, non-occupational disability payments if he or she

(a) has one (1) month or more of continuous service as de- termined in accordance with the rules set forth in Article VIII, Section 2.

(b) provides the Company, if it so requests, with a doctorʼs certiﬁcate as proof that absence was due to a legitimate non-occupational disability.

(c) is absent in excess of sixteen (16) conecutive scheduled work hours.

(d) reports the absence and the cause of absence to immedi- ate supervision within the foregoing sixteen (16) hour period.

**Section 2.** Conditions of Payment

(a) Exclusions

Non-occupational disability payments shall not be made for:

(1) Any period of incapacity during which the employ- ee is not under treatment by a licensed or practicing physician; or

(2) Any sickness or injury caused directly or indirectly by war or riot; or

(3) Any intentionally self-inﬂicted injury. (b) Limitation

Payments under this plan shall be made only to employ- ees whose absence is due to non-occupational disability and shall not be paid to employees who are absent for other reasons

**Section 3.** Payment

(a) Waiting Period

No payments shall be made for the ﬁrst (1st) sixteen

(16) consecutively scheduled work hours of absence

for any non-occupational disability unless the disability continues for twenty-ﬁve (25) consecutively scheduled workdays or more, or the employee is admitted to a hospital as an inpatient for medical treatment or surgery, or treated on an outpatient basis and provided services that would otherwise require admission to the hospital as an inpatient during the ﬁrst (1st) two (2) waiting days of

a certiﬁed non-occupational disability.

For the purposes of non-occupational disability absences and payments, a workday in which less than four (4) hours of work is performed or paid for is considered a workday of absence.

(b) Payment Period

Following the sixteen (16) hour waiting period, pay- ments for any one period of non-occupational disability shall be made for a period of time, which is dependent on the length of the employeeʼs continuous service in accordance with the following schedule:

Maximum Number of Weeks of

Continuous Service Payment Per Absence

1 month but less than 1 year ...................... 2 weeks

1 year but less than 2 years....................... 4 weeks

2 years but less than 3 years 6 weeks

3 years but less than 4 years ...................... 8 weeks

4 years but less than 5 years 10 weeks

5 years but less than 6 years ..................... 12 weeks

6 years but less than 7 years 14 weeks

7 years but less than 8 years ..................... 16 weeks

8 years but less than 9 years 18 weeks

9 years but less than 10 years .................... 20 weeks

10 years but less than 11 years 22 weeks

11 years but less than 12 years ................... 24 weeks

12 years but less than 13 years 26 weeks

13 years but less than 14 years ................... 28 weeks

14 years but less than 15 years 30 weeks

15 years but less than 16 years ................... 32 weeks

16 years but less than 17 years 34 weeks

17 years and over ............................. 36 weeks

(c) Amount of Pay

Excluding the sixteen (16) hour waiting period, the amount of payments shall be eighty-ﬁve (85) percent of the base hourly rate the employee is receiving for each scheduled work hour of such absence not compensated for under any other provision of this Contract, but not to exceed a total compensation of eight (8) hours for any one (1) workday nor the period of time determined from (b) above, except as provided in Article XIII, Section 4.

**Section 4.** Occupational Disability Pay

(a) Any employee who is absent from work because of an occupational disability arising out of and in the course of employment, unless purposely self-inﬂicted, or due

to willful misconduct, violation of plant rules, or refusal to use safety appliances, shall be granted a leave of absence in accordance with Article IX. When properly approved by the Company, an employee shall be paid

an amount equal to the difference between his/her base hourly rate and any payments received from Workersʼ Compensation. When there is no question concerning

the occupational nature of the disability an estimate may be made of the amount of this difference and payment may be made before Workersʼ Compensation claim has been approved. An adjustment may be necessary after payments are being made on a regular basis. Such pay- ment shall cease when the employee is determined to

be permanently disabled, when the employee becomes eligible for disability retirement beneﬁts under the terms of the Pension Plan provided for in Article XIX of this Contract or when the Companyʼs doctor ﬁnds the em- ployee is able to return to work.

(b) An employee who is scheduled for layoff because of reduc-

tion in force while receiving occupational disability make- up payments under this section will have such payments extended to, but not beyond, the date the individual either becomes able to work, reaches maximum (predictable) possible recovery, or six (6) months after the scheduled layoff date due to reduction in force, whichever of these ﬁrst occurs. Occupational disability make-up pay will not be extended beyond layoff except to those cases and to the extent described in this Subsection (b). An employee on occupational disability at the time of layoff will be paid layoff allowance in a lump sum.

(c) When an individual is temporarily totally disabled (oc- cupational) at the time of recall, he/she will be bypassed.

When able to return to work, the employee can return and displace the least senior person in the classiﬁca- tion, provided that he/she has more seniority. Seniority will begin the date he/she would have been recalled had he/she not been temporarily totally disabled at the time of original recall.

The intent is for the individual not to gain or lose senior- ity while on occupational disability and laid off.

**Section 5.** Basis of Payment

All disability payments provided for in this Contract shall be reduced by the amount or amounts of any other beneﬁts which might be provided through state or federal legislation for the same type of disability and for the same period of absence

**Section 6.** Rate of Pay

Non-occupational and occupational disability payments shall

be based on the rate the employee would be receiving if working.

**Section 7.** Long-Term Disability Plan

(a) Administration of the Long-Term Disability (LTD) Plan Under the Portsmouth USW Collective Bargaining Agreement Sickness and Accident Plan, there may be situations whereby Sick Leave coverage could end prior to LTD Plan beneﬁts beginning according to the cur-

rent USW Sickness Accident Plan schedule; therefore, no payment would be made to participants should this occur during this time period. However, in no situation will LTD coverage or payment be in effect until the Portsmouth USW scheduled time off under Sick Leave is exhausted from the date of disability. Eligible em- ployees must have been an active employee before any beneﬁts can be received, and all pre-existing conditions, exclusions, and reductions of beneﬁts apply.

The administration of the LTD Plan and the payment of beneﬁts under this Plan shall be handled directly by the Insurance Provider, it being understood that a claimant whose beneﬁts claim is denied may contest such denial with the Insurance Provider, but that he or she shall have no redress against UDS. It is agreed, however,

that in any case in which an employee claiming beneﬁts under this Plan and desiring to ﬁle such claim with the Insurance Provider becomes engaged in a non-medical factual dispute with UDS in connection with such claim (such as a disagreement over his or her earnings group, eligibility, employment status, amount of Company Ser- vice Credit or other non-medical factual question) such employee and the Union may process a grievance in accordance with the terms of this Contract. It is agreed,

however, that any and all medical questions in dispute shall be determined solely by the Insurance Provider. It is understood that UDS shall retain the right to select and arrange with an Insurance Provider to provide cer- tain beneﬁts available under these Plans; and to replace

the Insurance Provider from time to time as it may deem appropriate; and to change the provisions of the LTD Plan for collective bargaining unit employees consistent with salaried employees LTD plan provisions.

(b) Company Service Credit During Approved Non-Occu- pational or Occupational Absences

An employee who is disabled and unable to work will receive UDS Service Credit for the period of his or her LTD approved by the Insurance Provider.

(c) Beneﬁt Program

The LTD Program beneﬁts apply to bargaining unit and non-bargaining unit employees and is a contractual ar- rangement between the Insurance Provider and UDS on behalf of all UDS employees.

(d) Pre-existing Condition

A participant in the plan may be disabled due to a pre- existing condition. No beneﬁts are payable under the plan in connection with that disability unless the ﬁrst (1st) six (6) months of that disability began after partici- pant was an active employee under this plan for twelve (12) consecutive months. A pre-existing condition is

an injury, sickness, or pregnancy which occurred in the three (3) months before you were hired by UDS and for which you:

(1) Received medical treatment consultation, care, or services, or

(2) Took prescription medications or had medications prescribed, or

(3) Had symptoms or conditions, which would cause a reasonably prudent person to seek diagnosis, care, or treatment

(e) Exclusions

This plan does not cover any disability that results from or is caused by or contributed to:

< War, insurrection or rebellion, or

< Active participation in a riot, or

< Intentional self-inﬂected injuries or attempted suicide, or

< Committing a felony.

No beneﬁts are payable for claims submitted more than one year after the date of disability. However, a partici- pant can request that beneﬁts be paid for late claims if a participant can show that:

< It was not reasonably possible to give written proof of disability during the one (1) year period and,

< Proof of disability satisfactory to Insurance Provider was given to Insurance Provider as soon as was reasonably possible.

A participant is required to apply for social security and any other income they may be eligible to receive as a result of their disability. Insurance Provider provides assistance to participants in applying for social security disability beneﬁts.

(f) Reduction of Beneﬁts

Long-term disability beneﬁts are reduced by certain sources of income that are payable to the participant because of disability, unless otherwise provided by law. Other beneﬁt income that may reduce long-term disabil- ity beneﬁts includes but is not limited to:

< Workers Compensation beneﬁts or beneﬁts provided under a similar law, state disability beneﬁts, and other statutory beneﬁts for disability or unemploy- ment, except where otherwise established by a law or ruling that speciﬁc compensation beneﬁts shall

not be counted to reduce or offset insurance or dis- ability payments;

< Beneﬁts provided through UDS beneﬁt plans including pension and Business Travel Accident insurance plans to the extent beneﬁts are attributed to the Companyʼs contribution, and;

< Social security beneﬁts. (g) Medical Arbitration

The UDS Companyʼs long-term disability is separated into two (2) phases. The ﬁrst (1st) phase includes the ﬁrst twenty-four (24) months a participant is disabled. Dur- ing this period, employees are considered disabled if they are unable to earn more than eighty (80) percent of their pre-disability earnings at their own occupation for any employer in the local economy. During the second (2nd)

phase, employees are considered disabled if they are unable to earn more than sixty (60) percent of their pre-disability income from any local employer at any gainful occupation, hereafter, referred to as totally and permanently disabled.

An employee is only entitled to a third (3rd) doctorʼs opin- ion if a dispute arises as a result of an employeeʼs claim

that he/she is totally and permanently disabled as deﬁned above and continues to be totally and permanently disabled, the dispute shall be resolved in the following manner upon the ﬁling with the UDS Company of a written request for review by such employee not more than sixty (60) days

after receipt of denial.

The employee shall be examined by a physician appointed for the purpose by the UDS and by a physician appointed for the purpose by the Union. If they disagree concerning whether the employee is totally and permanently disabled, the question shall be submitted to a third (3rd) physician selected by such two (2) physicians. The medical opinion of the third (3rd) physician, after examination by him or

her of the employee and consultation with the other two (2) physicians, shall be ﬁnal and binding on UDS, the Union, and the employee. The fees and expenses of the third (3rd) physician shall be shared equally by UDS, and the Union.

**Conditions of Payment for Long-Term Disability**

(a) Payments under the Long-Term Disability Plan will not be made for

(1) Any disability occurring during the ﬁrst twelve

(12) months that the employeeʼs plan coverage is in effect if caused by any condition for which he/she received treatment during the six (6) month period before his/her coverage became effective, or

(2) Any period of incapacity beyond the second (2nd) consecutive calendar day during which the employ- ee is not under treatment by a licensed practicing physician, or

(3) Any disability caused directly or indirectly by war declared or undeclared, or

(4) Any intentionally self-inﬂicted injury, or

(5) Any disability resulting from commission of a felony, or

(6) Any disability due to willful misconduct, violation of plant rules, or refusal to use safety appliances.

(b) Payments under these plans will be made only to em- ployees whose absence is due to non-occupational or oc- cupational disability and will not be paid to employees who are absent for other reasons

(c) Payments will only be made when UDS is provided, if it so requests, with a doctorʼs certiﬁcate, subject to conﬁrmation by a doctor selected by UDS, as proof that the employeeʼs absence was due to legitimate non-occu- pational or occupational illness or injury.

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

(e) Payments are applicable only for the normal workweek and normal workday. In the event that working hours of the plant are changed, it is understood that payment un- der the above schedule will be changed in direct propor- tion to the change in working hours.

(f) It is recognized by the Union that UDS has a continu- ing interest in reducing absenteeism, no matter what the

**ARTICLE XVIII INSURANCE**

**Section 1.** Group Life

(a) The Company shall maintain the plan of life and ac- cidental death and dismemberment insurance for hourly employees which became effective June 27, 2005 and provides the following Basic and Supplemental Group Life Insurance beneﬁts.

(1) Basic Group Life Insurance beneﬁts will:

A. Provide an employeeʼs beneﬁciary with an amount equal to at least two (2) yearsʼ pay if he/she should die before age 65 while an ac- tive employee, or as described within the UDS Employee handbook.

B. Provide an employee with a reduced amount of life insurance after age 65.

C. Provide an employee with continued protection until at least his/her 65th birthday in the event of total disability while employed.

(2) Supplemental Group Life Insurance Beneﬁts will: A. Provide an employeeʼs beneﬁciary with an

amount equal to at least an additional yearʼs

pay in the event of death before age 65 while an active employee.

B. Provide an employee with continued protection until at least his/her 65th birthday in the event of total disability while employed.

(b) Beneﬁts under the Group Life Insurance Plan, for eligi- ble employees who participate in the plan are set forth in

the booklet entitled “UDS Employee Beneﬁts Handbook for Portsmouth” dated June 27, 2005 which is attached hereto and made a part thereof.

(c) Participation in the Basic Group Life Insurance Plan shall be provided at no cost to the employee.

(d) Participation in the Supplemental Life Insurance Plan is voluntary.

**Section 2.** Health Beneﬁts Program

(a) Effective June 27, 2005, the Company will provide a comprehensive plan as set forth in the “UDS Employee Beneﬁts Handbook for Portsmouth” booklet dated June

27, 2005, (such booklet to be considered a part hereof)

which shall include

(1) A Comprehensive Medical Plan. (2) A Vision Care Plan.

(b) Such plan shall continue in effect through May 1, 2014, under the following terms and conditions:

(1) The Company shall arrange with an insurance com- pany to make available to participating employees

in the bargaining unit certain beneﬁts set forth in the booklet entitled “UDS Employee Beneﬁts Hand- book for Portsmouth dated June 27, 2005.”

(2) The gross cost of the comprehensive medical plan shall be shared by the Company and participating employees. Each employee who enrolls in the plan shall pay the applicable rate, such rate represent-

ing twelve (12) percent of the total gross cost. The Company shall pay the remaining eighty-eight (88) percent of the cost.

(3) Employee participation in the plan shall be on a voluntary basis. Employees who enroll in the plan shall authorize the Company in writing to deduct from their pay the applicable rate.

**Section 3.** Dental Plan

(a) The Company shall maintain the Dental Plan for hourly employees. The plan is included in the “UDS Employee Beneﬁts Handbook” for Portsmouth dated June 27, 2005. This booklet is attached hereto and made a part of this con- tract. The Dental Plan shall provide the following beneﬁts:

(1) Maximum Beneﬁts

A. A $10,000 lifetime maximum, $1,000 in any calendar year

B. $1,000 lifetime maximum for orthodontics

(2) Deductible Amount

A. $25 applied against Type B and Type C

expenses incurred in any one-calendar year

B. $50 maximum per family

(3) Coverage

A. Type A Expenses - 100% of R&C charges, no deductible

1. Dental X-rays

2. Oral examination

3. Cleaning

B. Type B Expenses - 80% of R&C charges, $50 deductible

1. Routine restoration

2. Treatment of gum disease

3. Root canal therapy

4. Extractions and oral surgery

C. Type C Expenses - 50% of R&C charges, $50 deductible

1. Crowns

2. Bridgework

3. Dentures

D. Type D Expenses - 50% of R&C charges, no deductible

1. Orthodontics ($1,000 lifetime maximum)

(b) Beneﬁts under the Dental Plan, for eligible employees and dependents who participate in the Plan are set forth in the booklet entitled the “UDS Employee Beneﬁts Handbook for Portsmouth” dated June 27, 2005 which is attached hereto and made a part hereof.

(c) The Company shall pay eighty-eight (88) percent and the employee twelve (12) percent of dental plan premi-

**Section 4.** Special Accident

(a) The Company will make available to eligible hourly employees Special Accident Insurance as set forth in the “UDS Employee Beneﬁts Handbook for Portsmouth” dated June 27, 2005 which is attached hereto and made a part thereof.

(b) Coverage may be elected from a minimum of $25,000 to a maximum of $500,000 in multiples of $25,000 (Principal Sum). An amount greater than $250,000 may be selected only if it does not exceed three (3) times basic earnings unless coverage is currently in place with greater cover amounts.

(c) An employee may insure his spouse and/or dependent children by electing the family plan in accordance with the booklet.

(d) The costs to employees for “Special Accident Insurance” are set forth in the “UDS Employee Beneﬁts Handbook for Portsmouth” which is dated June 27, 2005.

**Section 5.** General

(a) In the event of the enactment or amendment of any Federal or State law providing for beneﬁts similar in whole or in part, to those covered by this Agreement,

and requiring either: (a) compulsory participation by any employee or the Company; (b) compulsory payment of taxes or contributions by any employee or by the Com- pany; or (c) beneﬁt costs either to any employee or the Company different from those provided for under this Agreement then the parties hereto agree that they will amend this Agreement so as to provide that the total cost to the Company for insurance beneﬁts of whatsoever nature for its employees will not be greater in amount than such costs as provided by law or by this Agreement, whichever costs are greater.

(b) The Company shall arrange through an insurance company(s) or other carrier(s) for coverage providing beneﬁts under the above Plans.

**ARTICLE XIX PENSION**

1. The speciﬁc terms and conditions applicable to the Deﬁned Beneﬁt Pension Plan are contained in the “UDS Employee Beneﬁts Handbook for Portsmouth”. Such handbook being an attachment to this contract.

2. It is understood that if any dispute arises from the denial of a Bargaining Unit employeeʼs claim for beneﬁts

under the Deﬁned Beneﬁt Pension Plan, other than the type of dispute to which section 3 below pertains, then such dispute may be taken up through the Grievance and Arbitration Procedure of the principal Collective Bargaining Contract then in effect between the parties.

3. If any dispute arises as the result of the denial of a Bar- gaining Unit employeeʼs claim that he/she is totally and permanently disabled within the meaning of the Deﬁned Beneﬁt Pension Plan or that such a disabled former employee continues to be so disabled, the dispute shall be resolved in the following manner upon the ﬁling with the Company of a written request for review by such employee or former employee not more than sixty (60) days after receipt of the denial.

The employee shall be examined by a physician appoint- ed for the purpose by the Company and by a physician appointed for the purpose by the Union. If they disagree concerning whether the employee is totally and perma- nently disabled, the question shall be submitted to a third (3rd) physician selected by such two (two) physicians. The medical opinion of the third (3rd) physician, after examination by him/her of the employee and consulta- tion with the other two (2) physicians, shall be ﬁnal and binding on the Company, the Union and the employee. The fees and expenses of the third (3rd) physician shall be shared equally by the Company and the Union.

4. It is understood that an employee who retires and com- mences to receive a Pension Beneﬁt (as distinguished from a Disability Beneﬁt) will have no rights to resume active employment with the Company.

5. The obligation of the Company to maintain the Deﬁned Beneﬁt Pension Plan, as herein provided, is subject to the requirement that approval by the Internal Revenue

Service for the amended Plan is received and maintained continuously as:

(a) Qualifying under Section 401 of the Internal Rev- enue Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are hereafter amended or enacted); and

(b) Entitling the Company to deduction for payments under the Plan pursuant to Section 404 of the Inter- nal Revenue Code or any other applicable section

of the Federal tax laws (as such Sections are now in effect or are hereafter amended or enacted).

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

6. Retirees shall pay twenty-ﬁve (25) percent of health care premiums for health care coverage until they reach the age of 65.

7. For employees retiring and ﬁrst eligible to receive a ben- eﬁt starting on or after February 1, 1989, the Company will pay one-half (1/2) the cost of the Major Medical Medicare Supplement Plan for the retirees at the time

the retiree reaches age 65, provided the retiree is en-

rolled in Medicare Part A and Medicare Part B, and for the retireeʼs spouse or surviving spouse at the time the spouse reaches age 65, provided the spouse or surviving spouse is enrolled in Medicare Part A and Medicare Part B, and providing such applicants meet the eligibility requirements of the Plan.

The Company shall arrange through an insurance company(s) or other carrier(s) to provide the beneﬁts

set forth in the booklet entitled “Retirees Major Medical

Medicare Supplement Plan.”

8. Whether an employee is hired during or after the “Initial Staff-Up Period” (as deﬁned in Article VIII, Section 1(e) of this contract) shall have no bearing upon their eligi- bility to participate in the Deﬁned Beneﬁt Pension Plan. Eligibility to participate in the Deﬁned Beneﬁt Pension Plan as a UDS employee shall be determined solely as follows

Any employee hired by UDS who is, at the time of hiring by UDS, participating in the Multiple Employer Pension Plan (MEPP) or who is eligible to participate in the MEPP under the terms of the May 1, 2004 BJC/ PACE Collective Bargaining Agreement (including the Addendum) at Portsmouth shall be eligible to participate in the Deﬁned Beneﬁt Pension Plan as a UDS Em- ployee. Any employee hired by UDS who is not eligible to participate in the site MEPP under the terms of the May 1, 2004 BJC/PACE Collective Bargaining Agree- ment (including the Addendum) at Portsmouth shall not be eligible to participate in the Deﬁned Beneﬁt Pension Plan as a UDS employee.

All USW represented employees who are not eligible to participate in the Deﬁned Beneﬁt Pension Plan shall, in

lieu of participation in the Deﬁned Beneﬁt Pension Plan, receive from UDS a ﬁve point eight (5.8) percent per year contribution to the proﬁt sharing component of the

401K proﬁt sharing plan. This contribution shall be an amount equal to ﬁve point eight (5.8) percent of the ap- plicable hourly wage for every hour worked. Vesting in this proﬁt sharing component shall be immediate. This ﬁve point eight (5.8) percent contribution by UDS is in addition to the 401K Plan matching opportunities, which are available to all UDS employees.

**Carve Out provision with a Deﬁned Beneﬁt Pension Plan**

**(which mirrors MEPP).**

(a) In determining the amount of pension obligations and beneﬁt payments, UDS or the UDS Plan Administra- tor, as applicable, shall include the sum of accrued service credit which at the time of initial employment

with UDS is allowable under the terms of the applicable pension plan from employment with: (a) UDS (or its successors); plus (b) USEC, United States Enrichment Corporation, Lockheed Martin Utility Services (LMUS), Lockheed Martin Energy Services (LMES) and prede- cessor Department of Energy (DOE) contractors at the Portsmouth, OH and Paducah, KY sites; plus (c) Bechtel Jacobs, and its ﬁrst (1st) and second (2nd) tier subcon- tractors, and successors thereto. Pensions payable under the “UDS Mirror Plan” for service credit earned under “a”, “b”, and “c” shall be determined using the formula speciﬁed in the UDS Employee Beneﬁts Handbook

dated June 27, 2005, except that the amount of such payments made by UDS or the UDS Plan Administra- tor, as applicable, may be offset for pension beneﬁts due from USEC. The basis for such offset is determined as follows

(1) The pension payable by UDS or the UDS Plan Adminis- trator, as applicable, shall be based on service creditable from employment with UDS (and its successors), plus service credited under the USEC Plan (and its prede- cessors), plus service credited under the MEPP from employment with Bechtel Jacobs (and its ﬁrst (1st) and second (2nd) tier subcontractors) and any successors thereto, offset by the amounts payable to the employee

or survivor, as applicable, under the USEC Plan (or suc- cessors thereto) and the amounts payable to the employ- ee or survivor, as applicable, under the MEPP.

(2) The Administrator for the UDS Plan shall comply with the provisions of this Section.

During the term of this Agreement, the Company Ser- vice Credit of an employee for the purpose of determin- ing eligibility for beneﬁts under the Pension, Dental Insurance and Group Insurance Plans, and of computing the amounts of such beneﬁts, shall be determined in accordance with the Company Service Credit Rules set forth in the Collective Bargaining Contract. However,

it is understood that with respect to the Deﬁned Beneﬁt Pension Plan, “credited service” as deﬁned in that Plan shall govern.

The Deﬁned Beneﬁt Pension Plan, Group Insurance

and Dental Insurance Agreement shall replace all prior agreements pertaining to the Pension, Group Insurance and Dental Insurance Plans, including any amendments to them.

**ARTICLE XX TERM OF CONTRACT**

**Section 1.** Effective Dates

This Contract shall become effective as of June 27, 2005 and it shall continue in effect until 12:01 a.m., May 1, 2014 and shall automatically be renewed thereafter from year to year unless written notice is given by either party sixty (60) days prior to the expiration date that it is desired to terminate or amend the Contract. It is agreed that the terms of this Sec- tion 1 will be binding upon any employer who may become

a successor contractor to UDS at the Portsmouth plantsite.

**Section 2.** Renegotiation Notice

Both notice of request for renegotiation and lists of items to be amended shall be sent by registered mail to the following:

1. United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers Intl. Union

P.O. Box 1475

Nashville, Tennessee 37202

2. URANIUM DISPOSITION SERVICES LLC (“UDS”)

1020 Monarch Street, Suite 100

Lexington, KY 40513

**ARTICLE XXI APPROVAL**

This Contract between the Company and the Union is subject to ratiﬁcation by the members of Local 5-689 who are employed by UDS and to the approval of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,

Allied Industrial and Service Workers International Union, AFL-CIO and shall be effective only if so approved. These pre-conditions having been satisﬁed:

IN WITNESS WHEREOF the duly chosen representatives of the parties to this Contract have hereunto set their hands this 8th day of August 2005.

**APPENDIX A**

**JOB CLASSIFICATIONS AND APPROPRIATE WAGE SCHEDULES**

Group Job

Numbers Classiﬁcation

01 Operations Technician

02 ...................... General Maintenance Technician

03 Instrument Maintenance Technician

04 ..................... Electrical Maintenance Technician

05 Site Service Technician

The total Hourly Compensation for a Union Employee shall be the sum of the Base Hourly Rate plus the appropriate COLA

TABLE 1A, WAGE SCHEDULE

EFFECTIVE June 27, 2005; the new base hourly rate shall be:

Operator Technician ........................... $14.831

General Maintenance Technician $14.831

Instrument Maintenance Technician .. $14.831

Electrical Maintenance Technician $14.831

Site Service Technician ...................... $14.403

TABLE 1B, WAGE SCHEDULE

EFFECTIVE June 27, 2006; the new base hourly rate shall be:

Operator Technician ........................... $15.202

General Maintenance Technician $15.202

Instrument Maintenance Technician .. $15.202

Electrical Maintenance Technician $15.202

Site Service Technician ...................... $14.763

TABLE 1C, WAGE SCHEDULE

EFFECTIVE June 27, 2007; the new base hourly rate shall be

|  |  |
| --- | --- |
| Operator Technician | $15.506 |
| General Maintenance Technician | $15.506 |
| Instrument Maintenance Technician | $15.506 |
| Electrical Maintenance Technician | $15.506 |
| Site Service Technician | $15.058 |

TABLE 1D, WAGE SCHEDULE

EFFECTIVE June 27, 2008; the new base hourly rate shall be

|  |  |
| --- | --- |
| Operator Technician | $15.816 |
| General Maintenance Technician | $15.816 |
| Instrument Maintenance Technician | $15.816 |
| Electrical Maintenance Technician | $15.816 |
| Site Service Technician | $15.359 |

TABLE 1E, WAGE SCHEDULE

EFFECTIVE June 27, 2009; the new base hourly rate shall be

|  |  |
| --- | --- |
| Operator Technician | $16.132 |
| General Maintenance Technician | $16.132 |
| Instrument Maintenance Technician | $16.132 |
| Electrical Maintenance Technician | $16.132 |
| Site Service Technician | $15.666 |

TABLE 1F, WAGE SCHEDULE

EFFECTIVE June 27, 2010; the new base hourly rate shall be

|  |  |
| --- | --- |
| Operator Technician | $16.455 |
| General Maintenance Technician | $16.455 |
| Instrument Maintenance Technician | $16.455 |
| Electrical Maintenance Technician | $16.455 |
| Site Service Technician | $15.979 |

TABLE 1G, WAGE SCHEDULE

EFFECTIVE June 27, 2011; the new base hourly rate shall be

|  |  |
| --- | --- |
| Operator Technician | $16.784 |
| General Maintenance Technician | $16.784 |
| Instrument Maintenance Technician | $16.784 |
| Electrical Maintenance Technician | $16.784 |
| Site Service Technician | $16.299 |

TABLE 1H, WAGE SCHEDULE

EFFECTIVE June 27, 2012; the new base hourly rate shall be

|  |  |
| --- | --- |
| Operator Technician | $17.120 |
| General Maintenance Technician | $17.120 |
| Instrument Maintenance Technician | $17.120 |
| Electrical Maintenance Technician | $17.120 |
| Site Service Technician | $16.625 |

TABLE 1I, WAGE SCHEDULE

EFFECTIVE May 27, 2013; the new base hourly rate shall be

|  |  |
| --- | --- |
| Operator Technician | $17.462 |
| General Maintenance Technician | $17.462 |
| Instrument Maintenance Technician | $17.462 |
| Electrical Maintenance Technician | $17.462 |
| Site Service Technician | $16.957 |

**APPENDIX B**

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

Job Wage Rate

Classiﬁcation Group

Operator Technician .....................................01

General Maintenance Technician 02

Instrument Maintenance Technician.........................03

Electrical Maintenance Technician 04

Site Service Technician...................................05

**APPENDIX C STEWARD DISTRICTS**

The following Steward Districts are recognized for the pur- pose of Union Representation in the plant.

Steward District Number

1 .......... “O” Shift – Straight Day; 7:00 a.m. – 3:30 p.m.

2 “A” Shift

3........................................................................ “B” Shift

4 “C” Shift

5 ....................................................................... “D” Shift

**APPENDIX D SENIORITY PROVISIONS**

The Seniority Provisions of this contract as set forth in Article VIII shall be administered in the following job clas- siﬁcations.

|  |  |  |
| --- | --- | --- |
| Job |  | Wage |
| Classiﬁcation | Job | Rate |
| Group Number | Classiﬁcation | Group |

1 ................... Operator Technician ................... 01

2 General Maintenance Technician 02

3 ....... Instrument Maintenance Technician ...... 03

4 Electrical Maintenance Technician 04

5 ................. Site Service Technician ................ 05

**APPENDIX E**

**COST OF LIVING ALLOWANCE (“COLA”)**

1. In addition to the wage increases, the Company will grant Cost of Living allowances as follows:

The cost of living allowance, if any, will be determined

in accordance with changes in the Consumer Price Index

- United States City Average for Urban Wage Earners and Clerical Workers (CPI-W) (1967 = 100) here-in-af- ter referred to as the CPI-W.

The cost of living allowance shall be calculated quarter- ly with the applicable increase (if any) added to the total COLA on the ﬁrst Monday of the second month follow- ing the calculation period.

Based on the

three month Effective date of adjustment. Average CPI-W for: From Through

Jan., Feb., March 2005 5/2/05 7/31/05

|  |  |  |
| --- | --- | --- |
| April, May, June 2005 | 8/1/05 | 11/6/05 |
| July, August, Sept. 2005 | 11/7/05 | 2/5/06 |
| Oct., Nov., Dec. 2005 | 2/6/06 | 4/30/06 |
| Jan., Feb., March 2006 | 5/1/06 | 8/6/06 |
| April, May, June 2006 | 8/7/06 | 11/5/06 |
| July, Aug., Sept 2006 | 11/6/06 | 2/4/07 |
| Oct., Nov., Dec. 2006 | 2/5/07 | 5/6/07 |
| Jan., Feb., March 2007 | 5/7/07 | 8/5/07 |
| April, May, June 2007 | 8/6/07 | 11/4/07 |
| July, Aug., Sept. 2007 | 11/5/07 | 2/3/08 |
| Oct., Nov., Dec. 2007 | 2/4/08 | 5/4/08 |
| Jan., Feb., March 2008 | 5/5/08 | 8/3/08 |
| April, May, June 2008 | 8/4/08 | 11/2/08 |
| July, Aug., Sept. 2008 | 11/3/08 | 2/1/09 |
| Oct., Nov., Dec. 2008 | 2/2/09 | 5/3/09 |
| Jan., Feb., March 2009 | 5/4/09 | 8/2/09 |
| April, May, June 2009 | 8/3/09 | 11/1/09 |
| July, Aug., Sept. 2009 | 11/2/09 | 1/31/10 |
| Oct., Nov., Dec. 2009 | 2/1/10 | 5/2/10 |
| Jan., Feb., March 2010 | 5/3/10 | 8/1/10 |
| April, May, June 2010 | 8/2/10 | 10/31/10 |
| July, Aug., Sept. 2010 | 11/1/10 | 2/6/11 |
| Oct., Nov., Dec. 2010 | 2/7/11 | 5/1/11 |
| Jan., Feb., March 2011 | 5/2/11 | 7/31/11 |
| April, May, June 2011 | 8/1/11 | 11/6/11 |
| July, Aug., Sept. 2011 | 11/7/11 | 2/5/12 |
| Oct., Nov., Dec., 2011 | 2/6/12 | 5/6/12 |

The Base CPI-W on the day of original ratiﬁcation of this contract was 453.6, which shall be the base for future adjustments.

The COLA rate as of the day of original contract ratiﬁ- cation is $10.88 .

The amount of the cost of living allowance payable on

the effective dates of adjustments will be determined by comparing the three (3) month average CPI-W for the adjustment period to the Base $.01 per hour for each

full .3 of a point change that the three (3) month aver- age CPI-W for the adjustment period exceeds the Base will be added to any cost of living allowance payable as indicated above.

The Cost of Living Allowance will be payable as a separate rate per hour for all hours for which employees receive pay from the Company and will be paid weekly.

2. In determining the three (3) month average of the CPI- W for a speciﬁed period the computed average shall be rounded to the nearest 0.1 Index Point

3. In the event the Bureau of Labor Statistics does not issue the appropriate CPI-W on or before effective date of ad- justment, the cost of living allowance required by such appropriate index shall be effective at the beginning of the ﬁrst (1st) pay period after receipt of the index.

4. No adjustment, retroactive or otherwise, shall be made in pay or beneﬁts as a result of any revision which later may be made in the published ﬁgures for the Index for any month on the basis of which the cost of living calcu- lation shall have been determined

5. The cost of living allowances are dependent upon the availability of the BLS CPI-W in its present form. In the event the Bureau of Labor Statistics changes the form or the basis of calculating the CPI-W, the Company and the Union agree to request the Bureau to make available for the life of this Contract a CPI-W in its present form.

6. In no event will a decline in the CPI-W be cause to reduce any Cost of Living Allowances that have been made prior to such decline.

**APPENDIX F**

**OLD CLASSIFICATION FLOW TO NEW CLASSIFICATION WITH UDS**

Dear Mr. Minter,

At the time initial contract negotiations between Uranium

Disposition Services (UDS) and Portsmouth USW Local

5-689 began, there were numerous PACE job classiﬁcations identiﬁed in the Bechtel Jacobs/PACE collective bargaining agreement for Portsmouth dated May 1, 2004.

UDS and Portsmouth USW Local 5-689 have bargained on this issue and, as a result of that bargaining, have agreed to reduce the number of USW job classiﬁcations to ﬁve (5). The ﬁve (5) USW job classiﬁcations under the UDS/USW collective bargaining agreement for Portsmouth shall be Operations Technician, General Maintenance Technician, Instrument Maintenance Technician, Electrical Maintenance Technician, and Site Services Technician. All workscope in- cluded in the UDS/DOE DUF6 contract number DE-AC05-

02-OR22717, which has historically and traditionally been performed by the USW Union at Portsmouth, Ohio, shall continue to be performed by USW represented workers using these ﬁve (5) job classiﬁcations.

**OLD AND NEW**

**JOB CLASSIFICATION LISTING**

|  |  |  |
| --- | --- | --- |
| Previous  Job Classiﬁcations |  | New UDS Job Classiﬁcation |
| Instrument  Mechanic  1st Class | work ﬂows to | Instrument Maintenance Technician |
| Instrument  Mechanic |  | Instrument  Maintenance |
| 2nd Class | work ﬂows to | Technician |
| Instrument |  | Instrument |
| Mechanic  Trainee | work ﬂows to | Maintenance  Technician |
| Electronic |  | Instrument |
| Mechanic  1st Class | work ﬂows to | Maintenance  Technician |
| Electronic |  | Instrument |
| Mechanic  2nd Class | work ﬂows to | Maintenance  Technician |
| Electronic |  | Instrument |
| Mechanic  Trainee | work ﬂows to | Maintenance  Technician |
| Electrician |  | Electrical |
| 1st  Class | work ﬂows to | Maintenance  Technician |
| Electrician |  | Electrical |
| 2nd  Class | work ﬂows to | Maintenance  Technician |
|  |  | Electrical |
| Electrician  Trainee | work ﬂows to | Maintenance  Technician |
| Maintenance  Mechanic  1st Class | work ﬂows to | General Maintenance Technician |
| Maintenance  Mechanic  2nd Class | work ﬂows to | General Maintenance Technician |
| Maintenance Mechanic Trainee | work ﬂows to | General Maintenance Technician |
|  |  | General |
| Machinist  AA | work ﬂows to | Maintenance  Technician |
| Machinist |  | General |
| 2nd  Class | work ﬂows to | Maintenance  Technician |
|  |  | General |
| Machinist  Trainee | work ﬂows to | Maintenance  Technician |
| Sheet Metal |  | General |
| Mechanic  1st Class | work ﬂows to | Maintenance  Technician |
| Sheet Metal |  | General |
| Mechanic  2nd Class | work ﬂows to | Maintenance  Technician |
| Sheet Metal |  | General |
| Mechanic  Trainee | work ﬂows to | Maintenance  Technician |
|  |  | General |
| Welder  1st Class | work ﬂows to | Maintenance  Technician |

General

Welder Maintenance

2nd Class work ﬂows to Technician

General Welder Maintenance Trainee work ﬂows to Technician

Mobile General Equipment Maintenance Mechanic work ﬂows to Technician

General

Maintenance

Mason work ﬂows to Technician

Power

Operator Operator

1st Class work ﬂows to Technician

Power

Operator Operator

2nd Class work ﬂows to Technician

Power

Operator Operator in Training work ﬂows to Technician

Stationary Engineer - Operator

Steam Plant work ﬂows to Technician

Distribution

and Inspection Operator

Operator work ﬂows to Technician

Boiler Operator

Operator work ﬂows to Technician

|  |  |  |
| --- | --- | --- |
| Assistant  Boiler |  | Operator |
| Operator | work ﬂows to | Technician |
| Chemical  Operator | work ﬂows to | Operator  Technician |
| Chemical |  |  |
| Operator in  Training | work ﬂows to | Operator  Technician |
| Production |  |  |
| Process  Operator | work ﬂows to | Operator  Technician |
| Production |  |  |
| Process Operator  in Training | work ﬂows to | Operator  Technician |
| Utilities  Operator | work ﬂows to | Operator  Technician |
| Utilities |  |  |
| Operator  in Training | work ﬂows to | Operator  Technician |
| Uranium |  |  |
| Material  Handler | work ﬂows to | Operator  Technician |
| Uranium |  |  |
| Material Handler |  | Operator |
| in Training | work ﬂows to | Technician |
| Sign  Painter | work ﬂows to | Site Service  Technician |
| Painter  1st Class | work ﬂows to | Site Service  Technician |
| Painter  2nd Class | work ﬂows to | Site Service  Technician |
| Carpenter | work ﬂows to | Site Service  Technician |
| Materials | work ﬂows to | Site Service  Technician |
| Lubricator  (Garage) | work ﬂows to | Site Service  Technician |
| Truck  Driver | work ﬂows to | Site Service  Technician |
| Car  Driver | work ﬂows to | Site Service  Technician |
| Window  Washer | work ﬂows to | Site Service  Technician |
| Janitor | work ﬂows to | Site Service  Technician |
| Coal Handling |  |  |
| Machine  Operator | work ﬂows to | Site Service  Technician |

**MEMORANDUMS OF UNDERSTANDING**

**12-HOUR SHIFT RULES**

1. A workday means a twenty-four (24) hour period begin- ning at 7:00 a.m. Workweek means the seven (7) day period beginning on Monday at 7:00 a.m. The starting time can be adjusted by mutual agreement.

2. A standard days work shall consist of twelve (12) hours worked in a workday. A standard four (4) 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

3. During the forty (40) hour workweeks, 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. Super- vision 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.

4. The following shift hours are recognized: Day Shift,

7:00 a.m. to 7:00 p.m. and Night Shift, 7:00 p.m. to 7:00

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 twelve (12) hours in any twenty-four (24) hour period or for all hours worked in excess of forty (40) hours within the workweek, which- ever method of computation provides, at the end of the workweek, the greater total pay to the employee.

6. Weekend premium will be paid for all hours worked on Saturday and Sunday as follows: Saturday hours - 7:00 a.m. Saturday to 7:00 a.m. Sunday and Sunday hours

- 7:00 a.m. Sunday to 7:00 a.m. Monday.

7. A meal allowance will be paid after fourteen (14) hours

of continuous and successive work

8. Jury Duty pay will be as the current contract language allows. It is recognized that the 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

9. Funeral Pay - An employee who is excused from work because of the death of a member of his/her 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. Immediate family deﬁned in contract

10. Vacation - Vacation time will be requested, in incre- ments of four (4), eight (8) hours and twelve (12) hours. Four (4) hours vacation may be requested for the ﬁrst four (4) hours or the last four (4) hours of a twelve (12) hour shift. Twelve (12) hours vacation is equivalent to one and one-half (1 1/2) days of vacation entitlement.

11. A night shift differential of seventy (70) cents per hour will be paid for hours worked between 7:00 p.m. and

7:00 a.m. No shift differential will be paid for hours worked between 7:00 a.m. and 7:00 p.m.

12. The ﬁrst day worked, other than the scheduled work week, will be considered the sixth (6th) consecutive day. All days worked after this would be considered the same as the seventh (7th) consecutive day, in accordance with the intent of Article X, Section 7(e).

13. For working twelve (12) hours on a day observed as a holiday, employee will receive two and one-half (2-1/2) times base hourly rate and two and one-half (2-1/2) times applicable shift differential.

14. If any of the observed holidays fall on an employeeʼs scheduled day off, his/her ﬁrst (1st) succeeding sched- uled work day shall be recognized as the holiday except where there are two (2) consecutive holiday days (July

4th and companion day, Thanksgiving and companion day, and Christmas Eve and Christmas). In this case, the ﬁrst (1st) holiday will be recognized on the employeeʼs last preceding scheduled work day and the second (2nd) holiday will be recognized on the employeeʼs ﬁrst (1st) succeeding scheduled work day.

**ARTICLE XVII - SECTION 1(C)**

Date: May 2, 1982

The Company and Union agree that an employee out sick for four (4) consecutive workdays may at his/her option utilize his/her vacation to offset any portion of the sixteen (16) hour waiting period under Section 1, paragraph (c).

An employee who is disabled for twenty-ﬁve (25) or more consecutively scheduled workdays, and receives disability pay for the sixteen (16) hour waiting period Article XVII, Section 3 (a) may, at his/her option, arrange to repay the vacation pay and have the vacation time reinstated.

An employee who opts to reinstate the vacation time should contact his/her supervisor.

**WSAP**

Date: June 27, 2005

The parties agree with respect to the requirement that WSAP

be put into effect that:

1. Drug testing under WSAP will be conducted using exist- ing testing procedures and protocols.

2. During the term of the contract, no employee tested randomly for drug use will be automatically terminated for a ﬁrst time positive random test. This does not mean that termination is precluded.

3. The company and the union will negotiate during the term of the new contract with respect to the other im- pacts of WSAP upon the bargaining unit.

4. All union positions within UDS shall be WSAP Posi- tions

**Agreements on Alcohol Testing**

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

1. Alcohol testing shall be “for cause” testing.

2. The threshold at which a test is considered positive shall be governed in accordance with regulatory limits.

3. The company agrees that a ﬁrst instance test above the threshold shall not automatically result in termination

of the employee. This does not mean that termination is precluded.

4. Discipline given to an employee shall be subject to the grievance procedure. (except as indicated below in #8.)

5. Tests shall be administered in accordance with an ac- credited qualiﬁed testing program.

6. The initial test will be by Breathalyzer and, if positive, shall be conﬁrmed by a blood test.

7. Failure of an employee to submit to an alcohol test if required by the company can be interpreted as a positive test result

8. In instances where an employee has tested positive by Breathalyzer and by blood test the employee may receive discipline at levels up to and including termina- tion. In such instances, any discipline given (including termination) shall not be pursuable through the griev- ance and arbitration provisions of this contract.

**DRUG CONTROL PROGRAM INCLUDING “RANDOM” AND “FOR CAUSE” TESTING** Date: June 27, 2005

It is agreed by the parties that the Drug Control Program described below shall be fully implemented within two (2) months of the effective date of this contract. It is further agreed that no employee will be subjected to a drug test under this program until two (2) months after the effective date of this contract. The thirteen (13) items listed below describe the basic terms, but not all details of the program to be implemented. Current procedures and protocols not set forth below but described by the Company in the negotiation

of this program will be utilized in administering the program.

1. Illegal drugs include any substance, which under the Federal Controlled Substances Act or state statute is unlawful to possess. Examples are marijuana, cocaine, heroin, quaaludes, hallucinogens, and other street drugs; and controlled prescription drugs such as amphetamines and barbiturates that have not been lawfully prescribed for the individual using or possessing them.

2. Employees who manufacture, use, possess, or trafﬁc in illegal drugs whether on or off the job or Company premises subject themselves to disciplinary action up to and including termination, even for a ﬁrst offense. An employee will not be retained on the payroll following a second offense

3. The Company encourages any employee having a drug problem to seek medical assistance promptly. Em- ployees may elect to take advantage of counseling and rehabilitation services available through referrals by our medical department as provided by the health care plan. In cases where the employee is found to be in violation

of this policy, but not terminated, the Company will strongly urge and may require that employee to obtain appropriate medical assistance.

If an employee has a drug problem and voluntarily seeks the help of the Medical Department to overcome the problem, the services of the Medical Department are available to the employee. Medical may refer the

employee to outside groups for special assistance when appropriate. An employeeʼs decision to seek medical as- sistance will not be used by the Company as a basis for disciplinary action, nor will it be a defense to or a miti- gating factor in the imposition of appropriate disciplin- ary action, including termination, where facts indicating

a violation of this policy are obtained independent of the employeeʼs consultations with the Medical Department.

4. Where there is reasonable suspicion to believe that an employee may have used an illegal drug, including

work-related accidents and unusual occurrences, and on an on-going random basis per WSAP requirements the Company may require the employee to submit to a drug test. The Human Resources Director will inform the employee in writing of the basis for the reasonable sus- picion. An employeeʼs refusal to consent to drug testing under these circumstances will be considered to be cause for disciplinary action, up to and including termination, even for a ﬁrst refusal

The Company will not take any action until the mat-

ter has been fully reviewed with the Human Resources Director or designated representative. The Human Re- sources Director will consult the Medical Department as appropriate. A case arising during off-shift hours must be carefully reviewed before any action is taken.

5. Drug testing is by urinalysis and is performed in two (2) stages by an independent laboratory. In the ﬁrst stage, EMIT immunoassay is used to screen urine specimens for classes of drugs. EMIT immunoassay is an analyti- cal technique which utilizes an antibody that is speciﬁc for a drug. Actual quantitation is based on the measure- ment of enzyme activity, which is proportional to the amount of drug present. In the second stage, if positive results are found in the ﬁrst stage, portions of the same specimen will be tested using the tandem technique

of gas chromatography/mass spectrometry (GC/MS), which positively identiﬁes and quantitates the presence of a speciﬁc drug. No test result will be reported by

the independent laboratory as a positive drug test result unless both the initial test and the conﬁrming test are positive. An amount of an illegal drug in an individualʼs body equal to or higher than the threshold level as de- tected by a drug test is considered to be use of the drug by an individual.

Drug testing will be for those drug classes and at screening and conﬁrmation threshold levels as are

now approved by the National Institute on Drug Abuse (NIDA) of the U. S. Department of Health and Human Services (DHHS). Current Energy Systems procedures and protocols for such matters as sample collection and transport, laboratory testing, handling of test results, will be utilized in the Companyʼs administration and

enforcement of this program. The testing laboratory will be NIDA/DHHS certiﬁed and mutually selected by the parties.

6. The medical staff or designee will collect urine samples from employees for the purpose of drug testing. They will closely monitor the urine sample collection and establish a chain of custody by receipts documentation

for the packaging of samples and their delivery to the in- dependent laboratory that conducts the testing. A breach of the chain of custody will render the specimen unus- able. Protocols are established to guarantee the chain of custody through the testing laboratory, the privacy of the individual, and for assuring the continuing high qual-

ity of the laboratoryʼs testing methods. It is understood that the employee will not be directly observed while actually collecting the urine specimen into the specimen bottle

The employee to be tested will produce two (2) urine specimens at the same time at the Companyʼs Medical Department. Both specimens will be processed un-

der existing chain of custody and collection protocols and transported to the independent laboratory. Should urinalysis of the ﬁrst specimen yield a positive test result after review by the Medical Review Ofﬁcer, the em- ployee may then elect to have his/her second specimen also tested by the laboratory. In such case the employee will not be deemed to have tested positive unless the test results for both specimens are positive.

7. Information obtained on individuals as part of the drug testing or this Drug Control Program will be treated conﬁdentially and will be disclosed only to those having a legitimate need to know.

8. The MRO shall be selected by the Company and shall meet the requirements of this protocol, under contract to the Company and certiﬁed by the American Association of MROʼs or the American Academy of Occupational and Environmental Medicine. The MRO will report his/her ﬁndings to the Company Medical Department.

9. An employee found to have used an illegal drug, if not

terminated, is required to sign a statement agreeing, in lieu of termination, not to use illegal drugs again. The employee is thereafter required to provide the Medical Department with urine samples at intervals and over a period of time as recommended by the Company for fol- low-up drug testing.

10. A positive result from a conﬁrmed drug test will be promptly reported to the Department of Energy.

11. The Company may search individuals, their personal effects, work areas, desks, lockers, etc. Such searches will be conducted on premises, unannounced and may include the use of drug detection dogs. Pat-down searches of individuals and searches of vehicles in plant parking lots will be conducted only when there is reason to suspect manufacture, use, possession, or trafﬁcking of illegal drugsʼ and these searches will normally be con- ducted by or under the supervision of the Security orga- nization. An employeeʼs refusal to consent to a search under these circumstances will subject the employee to disciplinary action up to and including termination, even for a ﬁrst refusal

12. Employees are required to notify the plant Human Re- sources Director of their conviction of any criminal drug offense occurring in the workplace or while conducting Company business off Company premises within ﬁve

(5) days following the conviction. Such convictions will be reported immediately or in any case within ten (10) days to the Department of Energy. Within thirty (30) days of receiving notice of the employeeʼs conviction,

the Company will take appropriate disciplinary action up to and including termination and/or will require the employee to satisfactorily participate in an approved rehabilitation program.

13. As a condition of employment, employees must abide by the terms of this policy.

**MEDICAL EXAMINATION OF EMPLOYEES ABSENT FOR OCCUPATIONAL INJURY OR ILLNESS**

Dated: April 1, 1996

1. The Company will make a determination as to whether a claim for Workerʼs Compensation weekly beneﬁts, in whole or part, will be accepted or rejected within ﬁve (5) work days of receipt of all needed medical documentation.

2. The Company will make the initial beneﬁt payment within ﬁfteen (15) workdays after determination to ac- cept the claim is made.

3. The Company will continue to periodically examine employees to determine if the occupational leave and supplemental pay is to be continued.

4. Any disagreement between the Company doctor and the treating physician about an employeesʼ ability to return to work shall be resolved by the Ohio Bureau of Work- erʼs Compensation.

**SHIFT OVERLAP**

Dated: June 27, 2005

For the purpose of transferring information by off-going shift personnel with on-coming shift personnel, the parties agree to a ﬁfteen (15) minute shift overlap to be prior to the shift. It is understood that Article X, Section 12 (b) and (c) do not ap- ply to this overlap period. It is also understood that this shift overlap period will not be deemed an extended work schedule as deﬁned in Article XIII, Section 2. Payment for the ﬁfteen

(15) minute shift overlap period will be at double time.

The Company has sole discretion as to which (if any) posi- tions will participate in shift overlap. The Company may make additions or deletions to a list of those positions, or may establish the shift overlap at the end of the shift based on operational considerations. In the event such a change is made, the affected employees will be provided at least one (1) weekʼs advance notice and the Union will be provided at least two (2) weekʼs advance notice.

**EMPLOYEE BENEFITS**

Employee beneﬁts are summarized in the UDS Employee Beneﬁts Handbook for Portsmouth. Employee beneﬁt plan documents are incorporated into this contract by reference, and shall include the following:

1. Short-Term Disability Plan

2. Deﬁned Beneﬁt Pension Plan

3. Retiree Health Care Beneﬁt Plan

4. Employee Health Care Plan (medical, prescription drug and vision)

5. Dental Plan

6. Employee Savings Plan (401K)

7. Basic and Supplemental Life Insurance Plan

8. Flexible Spending Accounts

9. Special Accident Insurance Plan

10. Employee Assistance Program

11. Basic Long-Term Disability

12. Business Travel Accident Insurance Plan

Notwithstanding provisions contained in any other beneﬁt plan document or notices, UDS shall not eliminate any beneﬁt plans or programs, nor shall they provide less than substantially equivalent beneﬁt levels (subject to availability of such plans

or programs), unless they notify and bargain with USW, in ac- cordance with applicable federal and state law. However, this obligation shall not apply beyond the term of this contract. Based on the limited review period prior to transition, the parties agree to work together to seek a mutually agreeable resolution to issues that may arise regarding Beneﬁt Plans and Programs. The parties recognize that the intent is to establish a “substantial continuity” of beneﬁts.

**LETTERS**

Mr. Dan Minter, President

USW

International Union, Local 3-689

Post Ofﬁce Box 467

Piketon, Ohio 45661

Dear Dan:

Scheduling Follow-Up Medical Treatment for Employ- ees with Occupational Injuries

We will continue to reasonably accommodate employees who request to be released from work for medical appoint- ments resulting from occupational injuries. Employees, in turn, will be expected to work with supervision to schedule such appointments so as to minimize the need for loss of work time. They are also expected to provide as much notice of the need to be released from work as possible.

The Company will notify the Union of individual cases of employee non-cooperation, requests resulting in special opera- tional problems or questions of excessive use of release time. It is recognized by the Union that the Company will employ all proper avenues in seeking relief from such circumstances.

Sincerely,

David Fuller

UDS Labor Relations Manager