



**COLLECTIVE BARGAINING AGREEMENT**

**between**

**USSE2 O&M SERVICES**

**PARTY TO GOVERNMENT SITE OPERATIONS SERVICES CONTRACT  
NATIONAL ENERGY TECHNOLOGY LABORATORY – MORGANTOWN, WV**

**and the**

**UNITED MINE WORKERS OF AMERICA**

**January 1, 2017 through December 31, 2019**

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## **ARTICLE 1 – PURPOSE**

The Union hereby recognizes USSE2 O&M Services, as the Company to be management's exclusive bargaining representative.

It is the intent and purpose of the Company and the Union to establish, through this Agreement, the wages, hours of work, and conditions of employment about which the Company and the Union bargained for the Employees of the Company in the unit defined herein; to provide a procedure for processing disputes between the Company and the Union as to the interpretation and application of the provisions of this Agreement; and generally to govern the relationship between the Company and the Union and its members.

The Union recognizes the necessity to achieve efficiency in production and acknowledges that it is the further purpose of this Agreement to prevent interruptions of work and interference with the efficient operation of the Company's business. It is the intent and purpose of the parties to promote harmony between the Company, its Employees, and the Union for the efficient and successful operation of the Company's contract with the government so that Employees and the Company may mutually benefit.

Except as specified in this Agreement, the Union and the Employees it represents are not waiving rights which exist under the National Labor Relations Act (NLRA) to bargain over Employees' wages, hours and working conditions. Nor do the Union and the Employees it represents waive any right to challenge any governmental action that would dictate a change in a term and condition of employment provided for under this Agreement.

The Company and the Union mutually agree not to discriminate in any way against any Employee with respect to hiring, compensation and terms or conditions of employment because of applicable laws relating to the disabled and Vietnam-era Veterans. Neither the Company nor the Union shall discriminate against any Employee on the basis of race, creed, national origin, gender, age, union membership and political activity or otherwise.

## **ARTICLE 2 – SCOPE AND COVERAGE**

The Company hereby recognizes the Union as the exclusive bargaining representative for the purpose of bargaining collectively as required by Section 8D of the NLRA with respect to wages, hours and other conditions of employment, for the Company's Employees regularly assigned to the following bargaining unit: all regular Full-time and regular Part-time Computer Technicians, Electrical Technicians, Environmental Safety and Health Technicians, Facilities Maintenance Technicians, Fleet Operators, HVACR Technicians, Stationary Engineering Technicians, Mobile Equipment Repair Technicians, Shuttle Drivers and Storeroom Attendants employed at the Morgantown Facility on the Site Operations Services (SOS) Contract or any successor contracts. The wages for the employee currently performing as the Shuttle Driver will be grandfathered into this agreement, and any new hires into the position will be paid per the attached wage table.

Managers and Supervisors shall not perform bargaining unit work except in cases of emergency or Employee training/instruction.

## ARTICLE 3 – REPRESENTATION

### Section 1 – Representative

The Representative of the Union shall have access to the shops and offices of the respective Company at the National Energy Technology Laboratory (NETL) for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, providing there is no interruption of the Company's business and providing further that (a) the Union Representative notifies the Technical Manager or his/her designated representative in advance of any visit and (b) prior to entering any facilities under the control of the Company, the visiting representative reports to the Technical Manager or his/her designated representative's office in their absence.

### Section 2 – Shop Stewards

The Company recognize the right of the Union to designate one (1) Steward and one (1) Alternate for site support. It is understood that the President and/or Vice President of the local union have the authority to attend meetings and adjust disputes in the same manner as the shop stewards. Consideration will be given to business needs and workforce depletion when scheduling such meetings. It is understood that wages for Non-USSE2 employees will be paid for by the Union when attending such business meetings. USSE2's employee's wages will be paid for by the company through grievance step 3. The authority of the Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a) The investigation and presentation of grievances in accordance with the provisions of this Collective Bargaining Agreement.
- b) The transmission of such messages and information as shall originate with, and are authorized by the Union or its officers.

### Section 3 – Scope of Stewards' Union Activities

The Steward or Alternate Union Steward's Union activities on Company time shall fall within the scope of the following functions:

- a) To investigate a complaint or grievance and to present a complaint or grievance to an Employee's immediate Supervisor or the designated representative in an attempt to settle the matter for the Employee or group of Employees who may be similarly affected. The Union Steward or Alternate Union Steward will notify his/her supervisor of the need to conduct Union business and request approval to leave his/her assigned job.
- b) To meet by appointment with an appropriate manager or other designated representative of the Company, when necessary, to adjust grievances in accordance with the Grievance Procedure of this Agreement.

- c) The Steward or Alternate Union Steward shall be allowed to perform these duties during their respective working hours without loss of compensation. The performance of these duties shall be limited to a reasonable amount of time per shift.
- d) The duties specified above shall not relieve the Steward of his/her duties and obligations as an Employee of the Company, and he/she shall continue to be subject to all rules, regulations and procedures applicable to other Employees. The Steward shall notify his/her immediate Supervisor or the designated representative before leaving the work area to conduct Union business.

#### Section 4 – Check off

When authorized by the bargaining unit member, the membership dues, including initiation fees, and assessments of the United Mine Workers of America and its various subdivisions, credit, voluntary COMPAC contributions and other voluntary deductions, the Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Employees by the Company covered by this contract and shall be remitted by the Company to the properly designated officers of the Union for distribution to its various branches. Such remittance shall be made within 30 days of the date such amount has been checked off. The Company shall also submit an itemized statement showing the name of each Employee, his/her Social Security number, hours worked, and the amount checked off for dues, initiation fees, and assessments. Such itemized statement shall be made within 60 days of the date the check-off has been made, and shall include a list of Employees, who have authorized such deductions, from whom dues, initiation fees and assessments have not been collected.

In order that this section may become effective and operate within the limitations of the Labor Management Relations Act of 1947, the Union hereby agrees to furnish, with all reasonable dispatch to the respective Company, written authorizations from each Employee so employed. Upon the presentation to the Company of such authorizations in such reasonable form as time and circumstances may allow, said Company shall make deductions so authorized and deliver the same to the designated District officer of the Union or to such authorized representative as may be designated by the Union.

#### Section 5 – Notification

The Union shall notify the Company of the amount of dues to be withheld by the Company, and shall advise the Company in writing at least two (2) months prior to any change in the amount to be withheld.

#### Section 6 – Membership

It is agreed that all Employees coming under the terms of this Agreement shall be required to make application to, and become members of, the Union within thirty (30) calendar days of their employment. In the event an Employee does not become a member of the Union within the time frame prescribed above, the Union will approach management and request that the Employee be terminated from any employment which is

covered under this Agreement. The Union agrees to hold the Company harmless from any action that may come about as a result of the application of this section.

If it should become permitted by West Virginia State Law, nothing in this agreement will require a bargaining unit employee to become or remain a member of this Union or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction in accordance with Article 3, Section 4 (Check Off). Bargaining unit positions are defined in Article 2, Scope and Coverage, regardless of voluntary Union representation or lack thereof.

## **ARTICLE 4 – GENERAL WAGE PROVISIONS**

### Section 1 – Wage Rates

The hourly rates for Employees covered by this Agreement shall be set forth in Appendix A. Wages shall be paid biweekly.

### Section 2 – Shift Differentials

The Company shall pay a shift differential of 6% per hour for all hours worked when the scheduled starting time is outside of the hours of 6:00 a.m. to 11:59 a.m.

### Section 3 – Call out Pay

An Employee called back to work for any reason after having completed his/her regular shift and gone home, shall receive a minimum of four (4) hours at one and one-half their straight time rate of pay or pay for actual hours worked whichever is greater. An Employee called out may be required to work the four (4) hours if requested by his/her supervisor. An employee shall receive four (4) hours of call-out pay even if the four (4) hour period extends into their regular shift. The employee is required to work their entire scheduled shift (up to 12 hours of actual work time) at the normal rate of pay. Call-out hours are not included in the calculation for overtime. Call-out pay does not qualify for shift differential.

### Section 4 – Show Up Pay

An Employee reporting for work at his regular scheduled starting time and for whom no work is provided, shall receive three (3) hours show up time unless notified by the Company at least three (3) hours prior to their regularly scheduled starting time not to report to work.

### Section 5 – Overtime and Holiday Pay

- a) Time worked in excess of forty (40) hours in any work week shall be paid at time and one half (1 ½) of the Employee's rate.
- b) Time worked on Holidays shall be paid at time and one half (1 ½) of the Employee's rate plus any shift differential if applicable. In addition, the Employee will receive eight hours of holiday pay at their straight time hourly rate.
- c) Holidays and personal leave shall be included as time worked for the purposes of calculating overtime.

d) There will be no "pyramiding" of overtime allowed.

Section 6 – Out of Classification Work

When a qualified Employee is specifically assigned to and works independently for a period of four (4) hours or more in a higher job classification, the Employee will receive the rate of the higher classification for the entire shift.

Section 7 – Temporary Assignments

Every reasonable effort shall be made to keep an Employee at work on the job duties normally and customarily a part of his/her regular job. If a temporary vacancy is anticipated to exist for more than thirty (30) calendar days, the Company may select an employee to fill that vacancy for no more than one hundred seventy-nine (179) calendar days. Employees shall indicate his/her interest in such temporary assignments via the job posting process and, if qualified, be selected to fill it based on seniority. Temporary assignments may only be extended beyond the 179 day limit by mutual consent of both the Company and the Union.

Section 8 – Schedule Changes

- a) An Employee's schedule shall not be changed for the explicit purpose of avoiding overtime.
- b) An Employee shall not be scheduled for less than four (4) hours work on their regularly scheduled days off.

Section 9 -- Tuition Refund

Tuition refund will be provided in accordance with Company's Policy which is dictated by the current IRS guidelines.

Section 10 – Educational Assistance

The Company agrees to provide reimbursement of lost wages and expenses for Employees attending and successfully completing technical and safety related courses offered by the Union with prior approval by the Company.

**ARTICLE 5 – GRIEVANCE PROCEDURE**

Section 1

All grievances that may arise will be handled in the following manner:

Step 1: The employee having a grievance will present the same verbally to his immediate Supervisor during the workday in which the act or condition originating the grievance occurs, if possible, but in any event no later than five (5) working days from the day on which the grievant should reasonably have known of the event giving rise to the grievance. A steward shall be given the opportunity to be present if the Employee so desires. The Supervisor will render his/her decision within five (5) working days of his/her meeting with the grievant. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. Any grievance not filed by the aggrieved party

within five (5) working days of the time when the Employee reasonably should have known it shall be denied as untimely and not processed further.

Step 2: Should the grievance not be satisfactorily settled by the discussion outlined in Step 1 above, the Union shall submit the grievance in writing on a Standard Grievance form to the Technical Manager or his/her designated representative within five (5) working days thereafter. The written grievance presented must contain the basis of the Employee's claim, articles violated and suggested remedy. Within seven (7) working days from the time the Employee or Steward submits the written grievance, the Steward will meet with the Technical Manager or his/her designated representative and they shall make every effort to settle the dispute. Should the grievance not be satisfactorily settled by the steward and the Technical Manager, the Union shall present the grievance to a UMWA District representative.

Step 3: Within seven (7) working days of the time the grievance is referred to them, the Union District Representative may formally appeal to the Program Manager or his/her designated representative. The Company and the Union shall meet to review the facts and circumstances pertaining to the grievance in an effort to reach a settlement. The grievant and the Steward shall have a right to be present.

Step 4: The Union may, not later than five (5) working days after receipt of the Company's decision in Step 3 submit the matter to arbitration by requesting that the Federal Mediation and Conciliation Service (FMCS) submit a list of seven (7) names of arbitrators, from which the Company and the Union shall choose an impartial arbitrator to decide the matter. Following receipt of the list of names of arbitrators, the parties shall then alternately strike the names from the panel and the name remaining shall be the Arbitrator in the case. The determination of which party is to strike first shall be determined by a coin flip. Striking shall take place within seven (7) working days of receipt of the arbitrators list.

#### Section 2

In arbitration proceedings, both parties shall share the expense of the impartial Arbitrator. The parties will be responsible for paying their own representatives and witnesses.

#### Section 3

All arbitration hearings shall be held at a mutually agreed upon neutral location with the Company and the Union agreeing to equally share expenses incurred for the hearing room.

#### Section 4

The findings of the arbitrator shall be final and binding on all parties.

Section 5

All time limits in this article shall be treated as jurisdictional in nature and the failure to follow any of the set time limits shall result in the grievance being void and waived and the matter shall end without resort to mediation/arbitration. A normal workday is defined as any day on which a bargaining unit Employee is at work Monday through Friday, except holidays.

Section 6

Except by mutual written Agreement to the contrary, only one grievance shall be taken to arbitration at any time before the same arbitrator.

Section 7

The impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with provisions of this Agreement and shall not have jurisdiction, or authority to add or detract from or alter in any way such provisions or any rules of discipline attached hereto.

Section 8

Time frames pursuant to discharge shall be commensurate with provisions of Article 7, Section 1, Discharge/Arbitration of this Labor Agreement. In these cases arbitrators shall be selected immediately by the parties pursuant to Article 5, Section 1, Step 4, Grievance Procedure, as it pertains to the Arbitrator selection process, and the actual arbitration shall be held within fifteen (15) days or as soon thereafter as mutually agreed to from the time it is referred to arbitration at Step 4.

Section 9

Time limitations may be waived by mutual written Agreement of both parties.

Section 10

The Company and the Union may refer grievances to non-binding mediation based on mutual consent.

Section 11

The Company's failure to respond within the time limits stated herein causes the grievance to advance to the next step.

**ARTICLE 6 – DISCIPLINARY PROGRAM AND DISCHARGE**

Section 1 – Disciplinary Program

No one may be disciplined or discharged without just cause. Discipline will be applied without discrimination on account of race, color, religion, gender, age, or national origin, disability or veteran's status. The procedure will be carried out in accordance with the following steps:

First Offense

Verbal warning, with a record on file with the Employee's Supervisor and Local Union Steward.

Second Offense            Written warning with a record on file with the Human Resources Office, and a copy given to the Local Union Steward.

Third Offense            Two working days off without pay, with a record on file with the Human Resources Office, and a copy given to the Local Union Steward.

Fourth Offense            Discharge

In case of serious offenses, such as those affecting customer relations or safety that could result in injury or death to the Employee, fellow workers, or the public, the Company shall have the right to bypass any or all of the progressive discipline steps and may discipline or discharge the Employee immediately subject to the arbitration procedure. These offenses shall include, but shall not be limited to the following:

- a) Possession, use sale or distribution of illegal substances and/or intoxicating beverages on the work site.
- b) Bringing firearms or other weapons on the job.
- c) Intentional theft of Government, Company or Employee property.
- d) Intentional destruction of Government, Company or Employee property.
- e) Intentional fraudulent activity.
- f) Intentional falsification of Government or Company documents.
- g) Fighting, assault, or other disorderly conduct that endangers the safety of a person or property.

Disciplinary actions will remain in an Employee's personnel file for a maximum period of one year unless otherwise designated by the Company and the Union. If at this time, the Employee requests it, the Company shall notify the affected Employee in writing when documents associated with the disciplinary action are removed from the Employee's personnel file.

When an employee is the subject of a disciplinary infraction, the Company must take disciplinary action within seven (7) working days of the time the Company is made aware of the infraction or dismiss their claim. If an employee is absent from work for any reason the seven (7) working days will start upon the employees return to work.

#### Section 2 – Attendance Control

Excessive use/abuse of absenteeism or tardiness increases costs, creates an undue hardship on fellow Employees and limits the Company's ability to effectively plan and accomplish customer goals. Any Employee requesting time off must have prior approval of his/her manager. An unexcused absence is an absence that does not have prior approval of management or an absence without sufficient and appropriate documentation upon return to work. Employees absent for three (3) consecutive working days without a

valid excuse or proper authorization may be considered to have voluntarily quit. Otherwise, the policy toward absenteeism will be as follows:

- a) Unexcused absence or tardy / first occurrence / Verbal warning
- b) Unexcused absence or tardy / second occurrence / Written warning
- c) Unexcused absence or tardy / third occurrence / 3 day unpaid suspension
- d) Unexcused absence or tardy / fourth occurrence / Termination

All disciplinary actions will remain in the Employee's personnel file for a period of one year.

### Section 3 – Drug and Alcohol Free Environment

The Company and the Union are committed to a substance-free workplace. Employees may be asked to submit to a drug and/or alcohol test under any of the following circumstances determined by the following guidelines.

All tests will be conducted at an established offsite location where a clear and decisive sample chain of custody will be established. Tests will be a split sample with the testing agent maintaining custody of the second sample. In the event of a positive test, the employee may choose at their expense to have the second sample tested at an appropriate facility to nullify the first test. Should the second test come back negative, the Company will reimburse the Employee the cost of the second test.

1. Pre-employment testing: All employees who are offered employment with USSE2 will be required to submit to a drug test. All job offers will be contingent upon a negative drug test.
2. Post-Accident Testing: Employees will be tested as part of an investigation of any accident in the workplace when: the employee caused or contributed to an accident that seriously damaged Company equipment or property or caused an injury to themselves or another person requiring offsite medical treatment: and/or where there is reasonable suspicion that alcohol and/or drugs contributed to the accident.
3. Reasonable Suspicion Testing: Employees will be tested when the company has a reasonable belief that the employee has violated the Company drug/alcohol policy. Reasonable suspicion will be based on an arguable belief that an employee is under the influence of a drug or alcohol drawn from particularized facts and reasonable inferences from those facts. Such a belief may be based upon, among other things, the employee's actions, appearance and/or conduct that indicates the employee is influenced by drugs or alcohol.

Management will seek out and provide training for all management employees from a third party in the detection of impairment at their cost.

If a trained manager concludes by Reasonable Suspicion that a test is necessary, the employee will immediately be removed from the working force with as little confrontation as possible. Management will provide transportation for the employee to and from the testing facility and the employees will be relieved of duty for the

remainder of the shift. If the test returns a negative finding, the employee will be paid for time not worked during the regular shift.

4. Return to Work: Following a first violation of the drug/alcohol policy and the successful completion of a rehabilitation plan for substance abuse the Company may permit the employee to return to work, at their original job classification and pay. All follow up testing will be conducted based on the recommendation of the Employee Assistance Program (EAP).

## **ARTICLE 7 – DISCHARGE/ARBITRATION**

In cases of discharge, the Company shall notify the Local Union President and/or Union Stewards of the discharge and the reason for such action in writing within two (2) working days. An Employee who claims he/she has been discharged without just cause must notify the Union within two (2) working days following the discharge. Notice that a discharge is being grieved must be made to the Company, in writing by the Union, within five (5) working days from the date of discharge. Discussions between the Company and the Union Representative concerning the discharge shall be considered Step 3. If not settled in Step 3 all discharges will be referred to immediate Arbitration.

## **ARTICLE 8 – HOURS AND OVERTIME**

### Section 1

When a shift is needed to respond to customer need, the Company will provide notice of a shift change to affected Employees no later than 2 p.m. Thursday in the week prior to the proposed shift change. In the event that a shift change is necessary due to unforeseen circumstances that make notice to the affected Employees untimely, the Union may agree to waive the provisions of this section.

### Section 2

A negotiated overtime distribution policy and overtime tracking roster will be posted on the appropriate bulletin boards, as overtime is completed. Posting will include employee name, position, site seniority date and overtime hours worked. The new overtime roster will be provided to the Union Steward to post by close of the next business day.

### Section 3

The work day shall begin at 12:01 a.m. and shall end at 12:00 midnight. The midnight shift will be considered the first shift of the following day.

### Section 4

For payroll purposes the work week shall begin at 12:01 a.m. Saturday and shall end at 12:00 midnight the following Friday.

### Section 5 – Regular Work Week

The regular work week for Employees will consist of five (5) work days during the period Monday through Friday, with two (2) consecutive days off (Saturday & Sunday.)

Section 6 – Regular Work Day

Regular work day for Employees during the period Monday through Friday will consist of an eight (8) hour work day including one-half (1/2) hour unpaid meal and two (2) 15 min. paid break periods. Overtime work shall be compensated at a rate of time and one half for all hours worked in excess of 40 hours in a work week or eight (8) hours in a work day. This provision shall not apply to Employees assigned to a 4/10 schedule.

For Employees working a regular work week, the shifts will be defined by their start times in the following:

Day Shift:	Beginning 6:00 a.m. to 11:59 a.m.
Afternoon:	Beginning 12:00 p.m. to 8:29 p.m.
Midnight:	Beginning 8:30 p.m. to 5:59 a.m.

Shift differentials will be paid in accordance with Article 4, Section 2. No shift differential will be paid for and AWS at the employees' request.

Section 7 – Overtime Distribution Policy

a) Purpose

The Company will make every reasonable effort to divide work among the Employees by classification as impartially as is practicable. In doing this it is recognized that the Company will take into account the qualifications of Employees for the job to be performed and efficient operation.

b) Procedures

**Step 1** – In assigned overtime, Employees shall perform the overtime work required. In the event overtime is required to complete a task being worked during a regular shift, the Employees actively working the task requiring overtime shall perform the overtime work required. If, in the event of extenuating circumstances, an Employee is unable to perform overtime work assigned, the overtime assignment shall be referred to the overtime distribution list for equitable distribution. In this event, qualified employees who are on site shall have preference over those whose shift has ended and have left the site.

**Step 2** – Employees will be offered overtime on the basis of the lowest overtime credited hours, provided they are qualified to perform the work.

**Step 3** – The necessity for the Company to work overtime to provide a rapid response to overtime is recognized in order to meet customer service requirements. It is expected that Employees will continue to cooperate in working overtime for the Company's and Employees' best interests. If there is an insufficient number of Employees to perform the required work, Employees will be selected on the basis of their ability to perform the job in the reverse order of seniority. The least senior qualified person will be required to perform the needed work.

c) Overtime

Employees who do not want to be considered for assignments as part of the overtime distribution list will declare that fact, and it will be so designated by the Manager. Overtime will not be tracked for that Employee. If the Employee later desires to return to the distribution of such overtime, he/she will be credited as having the highest overtime, plus one hour, in their classification.

Should the Company and the Union determine that an Employee was improperly denied overtime opportunities, the Company shall provide the Employee with the next available overtime, provided the Employee is qualified for the job to be performed and efficient operation is not disrupted.

d) New Hires

On their date of hire, new Employees will be credited with the highest overtime hours, plus one hour in their classification for distribution purposes.

e) Record Keeping

A written record of overtime worked by Employees in each classification will be maintained by the Employee's Supervisor. The overtime record will indicate the Employee's name and the date. Employees will be credited with overtime worked by recording the actual number of overtime hours paid. Employees unable to work overtime, when requested, shall be deemed to have worked the overtime hours actually paid on the task for distribution of overtime purposes. Employees who do not respond to a call out for overtime shall be deemed to have worked the overtime hours actually paid on the task for the distribution of overtime purposes.

Section 8 – Four-Ten Hour Shift

The Company may elect four/ten hour work shifts, either Monday through Thursday or Tuesday through Friday in order to meet the customer's needs. The Union and affected Employees will be given seven (7) working days of notice prior to the commencement of the shift. New four/ten shifts will be established on a volunteer basis. If there are more volunteers than needed, the Employees with the most seniority will be awarded the four/tens provided they have the necessary skills to perform the job. If there are not enough Employees volunteering, the Employees with the least seniority will be required to work the four/tens provided they have the necessary skills to perform the job. On this four/ten shift, Employees will be paid time and one half (1-1/2) of their straight time hourly rate for all hours in excess of ten (10) hours per day and forty (40) hours in a week.

Employees who are assigned to the 4/10 schedule will be given holiday pay for holidays which fall on their regularly scheduled work days. During the last pay period of the calendar year, their holiday pay records will be reviewed and they will receive additional holiday pay to make the total holidays paid to them in that calendar year equal to eighty (80) hours. Once an Employee is paid eighty (80) hours of holiday pay in a calendar year, the Employee's holiday pay for the year shall cease.

### Section 9 – Altered Work Schedule

The Company may assign Employees an altered work schedule (AWS) during the period Monday through Friday consisting of 8 hours including two (2) paid fifteen (15) minute breaks and not including one half hour unpaid lunch break between the hours of 6:00 a.m. and 6:00 p.m. to meet customer requirements. When a shift is needed to respond to customer need, the Company will provide notice of a shift change to the affected Employees no later than 2:00 p.m. Thursday in the week prior to the proposed shift change. Employees may request an AWS outside of the normal work hours/days for personal needs. The AWS must ensure that customer support is maintained. Shift differentials will be paid in accordance with Article 4, Section 2. No shift differential will be paid for an AWS at the employees' request.

### Section 11 – Administrative Leave

#### a) Site Closure

When the Government shuts down the operation, employees will be notified and released in accordance with Company policy. Employees who are specifically required to continue to work by the Company will be compensated at one time (1x) their normal straight time rate for all hours worked beyond the dismissal time plus the balance of time given to those who have been dismissed, up to the maximum length of their scheduled shift.

#### b) Early Dismissal

When the Government shuts down the operation mid-day, employees will be notified and released in accordance with Company policy. Employees who are specifically required to continue to work by the Company will be compensated at one (1x) times their normal straight time rate for all hours worked beyond the dismissal time plus the balance of time given to those who have been dismissed. If an employee has departed the site or is called in (having not been informed in advance that they are essential for this closure), the employee shall receive the balance of time given to those who have been dismissed, plus overtime pay in accordance with Section 4.3 – Call Out Pay. Essential personnel required to stay on site shall be rotated when possible.

#### c) Delayed Site Opening

When the Government delays a site opening, employees who are specifically required to report to work will be compensated in accordance with Section 4.3 – Call Out Pay and will be paid (1 ½) time the prescribed hourly rate for all hours worked up to the appointed site opening time. The remainder of their scheduled shift will be paid at their normal prescribed hourly rate. Employees who are not specifically required to report to work but report on their normal schedule will be paid their normal prescribed hourly rate.

## ARTICLE 9 – SENIORITY

### Section 1 – Seniority

- a) Site seniority is defined as a Bargaining Unit Employee's continuous service at the site with all contractors and subcontractors.
- b) Bargaining unit seniority is defined as a bargaining unit member's continuous service earned under this Labor Agreement or predecessor Labor Agreement.
- c) The Company shall supply the Union with a job classification and site seniority list of the Employees covered by this Agreement. Such list(s) shall be revised annually and posted on the UMWA Bulletin Boards.

### Section 2 – Layoff

The Company will determine the time of layoffs, the number of Employees to be laid off, and in what job classifications layoffs will occur.

- a) If a layoff should occur, the Union shall be notified at least two (2) weeks in advance. Such layoffs shall be made by site seniority within the job classifications affected. Should site seniority of the affected Employees be equal, then the determining criteria for breaking the tie shall be a flip of the coin with the Employee losing the coin flip being scheduled to be laid off.
- b) An Employee scheduled to be laid off within any classification may use his/her site seniority to bump a less-senior Employee who holds a classification for which he/she is qualified. Recall to employment from layoff shall be in reverse order of the layoff.
- c) In the case of a layoff, Temporary Employees, within the classification will be laid off first, followed by probationary Employees, within the classification. However, if a regular Full-time or regular Part-time Employee who would have been laid off is qualified to perform the work in the classification in which a Temporary Employee has been retained; they shall be able to bump the Temporary Employee.
- d) If at the time of layoff, any eligible Employee declines to exercise their seniority right to bump less senior Employees within the active workforce, such Employee shall continue to retain seniority rights to be recalled. Any Employee scheduled to be laid off must notify the Company of an intention to exercise his/her seniority bumping rights within two (2) working days of the layoff notice. An Employee displaced in the bumping process may similarly exercise his/her seniority rights to displace another Employee in accordance with the same criteria.

### Section 3 – Termination of Seniority

An Employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- a) Discharge for just cause, voluntary termination, retirement, or resignation.
- b) Failure to give notice of intent to return to work after recall within five (5) working days, or failure to return to work on the date specified for recall. An

excuse from a medical doctor, leave secured by statute or a covered contractual situation, shall exempt an Employee from this return to work requirement. However, such circumstances must be communicated to the Employer within the five (5) day period outlined above.

- c) Time lapse of eighteen (18) months, or for a period equal to the Employee's site seniority (whichever is less) since the last day of actual work for the Company.
- d) Failure to return to work upon expiration of a leave of absence.
- e) Absence in excess of 18 months due to physical disability; except where such absence is due to compensable disability incurred during the course of such employment, such absence shall not break continuous service, provided that such individual has returned to work within a seven (7) calendar day period after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment. Upon return to work from a period of disability, the Employee must present appropriate documentation verifying their availability date and medical release.

#### Section 4 – Recall

a) Order of Recall

If the Company determines to fill job vacancies, such vacancies shall be filled through the job posting and selection process from the active workforce first. All excess vacancies, not filled through this bidding procedure, or left vacant as a result of the bidding process shall be filled from the panel of laid off regular Employees awaiting recall who have the seniority and the qualifications to return to work and assume the job vacancy that is open. Such Employees, eligible for recall, shall be recalled in reverse order of layoff using seniority and qualifications to perform the duties of the job vacancy as the criteria for recall. Temporary Employees whose employment has been terminated are not eligible for recall.

b) Notice of Recall

The Company will forward a notice of recall by certified mail to the last known address of the Employee reflected on records. The Employee must, within five (5) working days of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and thereafter, return to work on such date.

#### Section 5 – Job Posting

When the Company determines to fill a job within the Bargaining Unit, the Company will put a notice of the vacancy or job opening on the Employee's Local Union bulletin boards for five (5) work days. Subject to the provisions elsewhere in this Agreement any Employee may submit a bid to the Human Resources Office in writing, by placing it in the bid receptacle during the posting period. The Company shall not be required to post a notice of vacancy or job opening for a particular job more than once every sixty (60) calendar days. Any bid submitted within a posting period shall remain valid for sixty (60) days. If the Employer does not fill the vacant job within 60 days, regardless of the reason,

and later decides to fill that vacancy, the job must be reposted before the job can be awarded. A representative from both the Union and the Company must be present for opening of the bid receptacle, once the posting period expires.

Job bid awards shall be posted on the bulletin boards once the award is determined by the Company.

Within sixty (60) days of the ratification of this Agreement, the Union and the Company will begin evaluation and revision of current job descriptions.

#### Section 6 – Selection

From among Employees qualified for a posted job, who submit bids and resumes for the job, the Company will award the job to the most senior qualified Employee, provided that if two or more bidders have the same bargaining unit seniority, the Company will award the job to the Employee with the greater site seniority. If no Employees qualified for the posted job submit bids for the job, or no one from the recall panel is eligible to fill the vacancy, the Company may fill the job from any source.

#### Section 7 – Restriction on Bidding

An Employee who is awarded a job for which he/she bid, must accept it. If, immediately prior to being awarded a posted job, the Employee's designated job classification was the same as or higher than the posted job, the Employee may not bid for another job for a period of twelve (12) months after being awarded the job.

#### Section 8 – Disqualification of a Bidder

An Employee who is unable to perform the job to which he/she bid to the satisfaction of the Companies within ninety (90) work days after being awarded the job shall be returned to the job classification he/she held at the time of submitting the bid.

#### Section 9 – Probationary Employees

A probationary period of ninety (90) calendar days will be observed for each new Employee during which time the Company may make specific and periodic evaluations of the Employee's qualifications, skills and abilities. During this probationary period, an Employee shall be considered as having no seniority rights, provided that upon completion of the probationary period, an Employee shall be entitled to seniority rights as measured from an Employee's employment date.

During the probationary period, a new Employee may be discharged in accordance with Company Policy and procedure without recourse to the grievance procedure.

In instances where an employee of AECOM or a successor contractor on the RES contract or successor contract, who has at least 12 months of continuous AECOM service at NETL, is laid off due to reduction in force and is subsequently hired by the other contractor (within a 6 month period of voluntary termination or lay off due to reduction in force), the Company agrees to waive the probationary period for the new employee.

Any employee employed by AECOM on the RES contact prior to July 2, 2012 shall not be required to have fulfilled the 12 month service requirement.

Section 10 – Qualifications

It is agreed that the Company is the sole and exclusive agent to determine the qualifications, skills and abilities of all Employees.

**ARTICLE 10 – HOLIDAYS**

Section 1 – Holidays Celebrated

The following days shall be paid holidays for the purpose of this Agreement:

- |                           |                     |
|---------------------------|---------------------|
| 1. New Years' Day         | 6. Labor Day        |
| 2. President's Day        | 7. Columbus Day     |
| 3. Martin Luther King Day | 8. Veteran's Day    |
| 4. Memorial Day           | 9. Thanksgiving Day |
| 5. Independence Day       | 10. Christmas Day   |

Holidays that fall on Sunday will be observed on the following Monday, and Holidays that fall on Saturday will be observed on the preceding Friday.

Section 2 – Eligible Employees

To be eligible for Holiday pay, an Employee must be on the active payroll of the Company, and be in a compensable state the day before and the day after the Holiday.

Section 3 – No Work on the Holidays

An Employee who is not required to work on the day observed as a Holiday shall receive eight (8) hours pay at his/her straight-time rate of pay, plus shift differential, if applicable.

Section 4 – Work on the Holiday

An Employee who is required to work on the day observed as a Holiday shall receive time and one-half (1-1/2) times his/her straight time hourly rate for all hours actually worked on that day plus shift differential, if applicable. In addition the Employee will receive eight (8) hours of holiday pay at his/her straight time rate of pay.

Section 5 – Holiday During a Personal Leave Period

If a Holiday occurs during the scheduled vacation of an eligible Employee, the Employee will not be charged a personal leave day for the Holiday, and the observed Holiday shall be paid as Holiday pay.

## ARTICLE 11 – PERSONAL LEAVE

### Section 1 – Personal Leave

Years of Full-Time Service	Accrual Rate	Maximum Carry-Over
Less than two years	12 days	144 hours
Two to five years	15 days	192 hours
Five to ten years	18 days	240 hours
Ten to fifteen years	21 days	288 hours
Fifteen to twenty years	24 days	288 hours
Twenty to thirty years	27 days	288 hours
Thirty years & beyond	28 days	288 hours

- a) All Full-time regular Employees in active payroll status (i.e. not on Workers Compensation (WC), Accident & Sickness (A&S), or Leave Without Pay (LWOP) during a pay period shall accrue a prorated amount of personal leave based on the schedules above. Employees will accrue personal leave based on years of Full-time service. Personal leave may be taken in thirty (30) minute increments.
- b) Employees may carry over the maximum personal leave hours according to the above from one calendar year to the next. All personal leave above the maximum carry over will be paid to the Employee in the second payroll of January in the following year. All unused personal leave at the time of termination will be paid to the Employee in the final paycheck following termination, or in the event of a contract change up to 80 available hours may be rolled over to the new contractor if the employee so wishes.
- c) Employees will begin to accrue leave at the higher rate on the fifteenth of the month after the Employee completes the number of years of service required for the higher rate.
- d) Employees desiring to take personal leave must submit the request to his/her manager by 9:00 a.m. the day before the leave is desired. Leave will be granted on a first come first serve basis. In some cases where submittals are made at the same time and only one Employee is allowed off due to the need to meet customer requirements, the personal leave request granted will be determined by seniority. In cases of emergency or illness, same day requests for personal leave must be made to the Employee's Manager for approval at least thirty (30) minutes prior to the Employee's scheduled start time.
- e) Personal Leave is granted on a first come first served basis with Management's approval.

### Section 2 – Catastrophic Leave

All Full-time regular Employees in active payroll status (i.e. not on Workers Compensation (WC), Accident and Sick (A&S), or Leave Without Pay (LWOP) will accrue 56 hours of catastrophic annually. It will be credited into their leave account on a bi-weekly basis. Leave balances will be carried over from one year to the next.

- a.) Sick leave may be used at the employee's discretion. However, sick leave notification should be made as soon as reasonably possible to the employee's supervisor.
- b.) Leave may be taken in increments of 30 minutes with prior approval. Leave may be taken in separate one (1) day increments up to five (5) without a doctor's note being required.

## ARTICLE 12 – LEAVES OF ABSENCE

### Section 1 – Bereavement Pay

When death occurs in an Employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister, step-father, step-mother, step-children, step-brother or step-sister, grandfather, grandmother and grandchildren, aunt, uncle, first cousin), an Employee upon request will be excused for up to three (3) consecutive days to include the day of the funeral. Upon the approval of Human Resources, an Employee may reserve one of the days for estate affairs at a later date. The Employee shall receive pay at his regular rate, provided it is established that he attended the funeral.

### Section 2 – Severance Pay

- a) Severance applies to Regular Full-Time Employees. Temporary Part-Time Employees and Temporary Full-Time Employees are not eligible for severance pay. An Employee who resigns his position with the Company or is terminated for just cause shall not receive severance pay.
- b) An Employee whose employment is terminated due to business conditions or a reorganization which eliminates his/her position will be given severance pay. Severance will be calculated at one week's pay (Basic Weekly Earnings) per Year of Service up to a maximum of 15 weeks (minimum of one week will be paid).
- c) If an Employee who has previously received severance pay is rehired and subsequently terminated, his/her severance pay will be calculated on Years of Service from his/her most recent date of rehire. Severance pay is not provided when termination results from a change in contractors and Comparable Employment has been offered with the successor contractor or organization.

### Section 3 – Jury Duty

An Employee who is called for and who performs jury duty or who is subpoenaed to appear in court as a witness will be compensated by the Company for straight time hours they thereby lose from a normal work schedule computed at the Employee's established hourly base rate as long as the Employee is not party in the legal action.

In order to be paid by the Company for such leave, the Employee must submit to the Business Manager written proof of having served and the duration of such service.

### Section 4 – Military Service

The parties agree to comply with the Uniformed Services Employment and Re-employment Rights Act (USERRA). Military members deployed on active duty will not be required to pay dues.

Section 5 – Business

Employees who have an official request from the UMWA for a leave of absence shall be granted leave to participate in Union activities. Unless agreed to by the Company, no more than two leave requests will be granted for Union activities on any given day. No more than one (1) person from each Job Classification may be on such leave concurrently.

Unless agreed to by the Company, no more than a total of 20 days will be granted for non-grievance related activities per calendar year.

**ARTICLE 13 – MANAGEMENT RIGHTS**

The Union recognizes that the Company retain the sole right to manage its business, as such right existed prior to the execution of this Agreement except only as expressly abridged by a specific provision of this Agreement. The Company reserve and retain, solely and exclusively, all of its inherent right to manage the business including, but not limited to:

- a) The direction of the working force including the right to hire and decide the number of Employees required and to make rules governing the conduct of the working force which will be applied in a reasonable fashion.
- b) Determine work schedules, work rules, work methods and procedures, and to issue, amend and revise policies, rules, regulations, and practices.
- c) Require all Employees to observe all safety regulations prescribed by the Company and/or the Government and to work safely.
- d) Discharge, suspend, or discipline Employees for just cause.
- e) The Company may, if they desire, maintain a variety of skills within its group of Employees to be prepared to have skills and/or supervision for any type of work that may arise.
- f) The Union understands the extreme importance of keeping operating equipment, units, and facilities running at all times. The Union also understands that the loss of production and the cost of repairs together create a great loss to the customer. Therefore, the Union will encourage and advise the Employees to exhaust every effort, ways and means to safely perform work of good quality and quantity. The Company and the Union recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which and Employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery tools or labor-saving devices.
- g) It is understood by the Company and agreed to by the Union that the Employees of the Company will perform the work requested by the Company without having any concern or interference with any other work performed by any Employee who are not covered by this Agreement doing non-bargaining unit work.

- h) The Company's failure to exercise any right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the expressed provision of this Agreement. In exercising its rights under this Article, the Company shall not violate the provision of this Agreement.

#### **ARTICLE 14 – PERIODIC CONFERENCES**

The parties recognize for their joint benefit, the prosperity and efficiency of the Company are dependent upon their ability to work cooperatively. In order to achieve this, the parties agree to meet periodically, but not less than three (3) times per year, to discuss items of mutual interest. The Company shall designate two (2) representatives and the Union shall designate three (3) representatives to participate in the conference. Union representatives that are the Employees of the Companies shall be compensated at their applicable straight time rate for their time spent in conference.

#### **ARTICLE 15 – BULLETIN BOARDS**

The Employer will provide a bulletin board or bulletin boards for the use of the Local Union on the property that are in conformity with government regulations and which provide reasonable access by the Union membership to information that the Union wishes to communicate. Union bulletin boards shall not be altered in any way by management. The Union agrees not to post any material that is obscene in nature or derogatory towards the Company or its Customers.

#### **ARTICLE 16 – SAFETY**

##### Section 1

The Company will comply with all applicable health and safety laws and regulations, and the Company and all Employees agree to cooperate toward the objective of eliminating accidents, injuries and health hazards. The Company will continue to make reasonable provisions for the safety and health of its Employees during the hours of their employment. The Union agrees that the Company may terminate any Employee covered by this Agreement who intentionally exposes him/herself or any individual to unsafe acts, which could result in serious bodily harm. All Employees must immediately report any work-related injury, as per site policy. An Employee may not be discriminated against for following this procedure.

##### Section 2

The Company and the Union agree to establish a quarterly meeting to cooperate in the prevention and elimination of unsafe and hazardous conditions and the improvement of the safety record. The committee will consist of two (2) representatives from Management and three (3) representatives from the Union.

##### Section 3

All Employees will follow the Company's Safety Operating Policies and Procedures, as well as NETL's Environmental Safety and Health Program. Copies of these policies and

programs will be available to all Employees on the Local Area Network (LAN) and in the Company's office of Environmental Safety and Health (ES&H). Any new safety policies and/or procedures established by the Company shall be posted digitally in agreed upon locations.

#### Section 4

District and/or International Representatives requesting access to the site to discuss safety matters/incidents with Management personnel shall be granted access subject to the routine check in/out procedures as set forth in Article 3, Section 1.

#### Section 5

In cases involving accidents or fatalities of bargaining unit Employees, the Union Steward, UMWA District and International Safety Representatives will be notified immediately and will be allowed to participate in the Company's investigation of the incident.

### **ARTICLE 17 – NEW EQUIPMENT**

In the event that new equipment or devices are introduced and are to be operated or maintained by bargaining unit Employees, the Company will determine the maintenance required, work processes and procedures needed to operate and maintain the new equipment or devices safely and the Company agrees to provide training on such equipment on an as needed basis. The Employees, and the manner in which they are trained, will be determined by the Company at its discretion and need. Training opportunities will be offered to the Employees who are most senior and qualified first.

### **ARTICLE 18 – SUCCESSORSHIP**

The provisions of this Agreement shall be binding upon and to the mutual benefit of the Parties thereto, and to their successors and assigns, except as may otherwise be provided by applicable law or federal regulations.

### **ARTICLE 19 – NO STRIKE – NO LOCKOUT**

The Company agrees there will be no lockout of the Union or of Employees represented by the Union during the term of this Agreement.

The Union, collectively, and the Employees covered by this Agreement, agree they will not call, engage in or sanction any strike during the term of this Agreement.

### **ARTICLE 20 – TEMPORARY/PART-TIME EMPLOYEES**

#### Section 1 Part-time Employees

A Part-time Employee shall be defined as an Employee who is normally scheduled thirty (30) hours or less per week. Part-time Employees will receive an amount in lieu of health and welfare benefits, which is determined by the Service Contract Act, effective wage determination according to the Company's contract in place at the time of employment.

Part-time Employees are covered by the terms and conditions of the Agreement; however, they will not receive Holiday and Vacation Benefits other than those mandated by the Service Contract Act. No part-time or temporary employees will be retained while a full-time employee is on laid off status. For purposes of this section temporary positions will not be impacted only external temporary employees will be impacted.

#### Section 2 Temporary Employees

A Temporary Employee shall be defined as an Employee who is hired to perform a specific job for a designated period of time, not to exceed one hundred seventy-nine (179) working days. Work classification assignments of the Temporary Employees will be determined by the Company. Notification of the hiring of a Temporary Employee and the job assignment assigned to him/her will be provided to the shop steward. In the event that an adjustment or continuation of a Temporary Employee is necessary the initial one hundred seventy-nine (179) working days period may be extended by agreement of both parties. Temporary Employees shall not be covered by the terms and conditions of the Agreement and are non-represented Employees.

#### Section 3 Temporary and Part-time Employees

Temporary and Part-time Employees in total may never exceed 15% of the Full-time classified work force.

#### Section 4

Should the Company have the need to hire part-time or temporary employees under this section, the Company will notify the Local Union Officers and UMWA District 31 and provide them with a copy of the job description and qualifications they are seeking. The Local Union and UMWA District 31 will post the information at the District Office for consideration of laid off members which may have the qualifications needed to fill the job.

### **ARTICLE 21 – CONTINUANCE OF EMPLOYER PROVIDED APPAREL AND TOOLS**

The Company agrees to continue the practice of providing Employees with certain wearing apparel, tools and safety devices, including, but not limited to, steel toed boots and shoes, uniforms, safety glasses, gloves, and other personal protective equipment required to safely perform their duties. In the event that the government, for whatever reason, decides to discontinue certain programs that provide any of these items, the Union will immediately negotiate with the Employer with respect to the impact that such changes have had on its membership. The Company will provide uniforms. Uniforms will be worn by represented Employees. Uniforms will not be altered in appearance and will be maintained in good repair. All protective equipment will be used as stipulated by Company and customer regulations.

### **ARTICLE 22 – HEALTH BENEFITS**

- a) Company will provide the Employees health and welfare benefits as described in this Article (or the equivalent). Monthly Employee contributions and minimum Company contributions will be listed in Appendix B. For the Calendar Year 2017, effective the

first full pay period following ratification, employees will share the cost of the increase in the Healthcare Premium on a six percent (6%) basis with the employer. The Company will be responsible for 94% of the increase and the Employee will be responsible for 6% of the increase in the cost of the premium. The cost associated will be incorporated in Appendix B for reference of both parties.

Beginning with the first full pay period in 2018 and 2019 through the term of this Agreement, Healthcare costs will be shared between the Company and the Employees on a 90%/10% basis with the Company paying 90% of the cost of the premium and the Employees paying 10% of the cost of the premium.

- b) Employees may opt to waive health insurance coverage and receive a waiver paid on a bi-weekly basis. Employees must furnish proof of other health coverage to qualify for the waiver. Employees shall receive the following waiver:

Individual (Employee only) Coverage:	\$850.00
Dependent (spouse or family) Coverage:	\$1,700.00

- c) The Employer shall have the right to change Providers of the following benefits in order to provide the agreed to benefits at the most favorable cost to the Employer and the Employees or to replace a Provider that discontinues said benefit. If it is necessary to modify the benefit being provided the Employer will strive to make any such change effective at the beginning of each calendar year unless circumstances beyond their control make such change impractical. Any change in the benefit being provided will be discussed with the Union prior to the effective date.

## **ARTICLE 23 – DENTAL PLAN**

The Company will provide the Guardian Dental Option 1 PPO or equivalent plan at a monthly cost to the employee of \$25.00 for Employee only and \$30.00 for family. This rate will remain in effect for the life of the Agreement.

## **ARTICLE 24 – SCHEDULE OF OTHER BENEFITS**

### Section 1 – Life Insurance/AD&D

The Company will provide Life Insurance as currently stated in the respective Company's Summary Plan Description, equal to one (1) times the Employee's annual salary rounded up to the next thousand dollars.

The Company will also provide AD&D as currently stated in the respective Company's Summary Plan Description, equal to one (1) times the Employee's annual salary rounded up to the next thousand dollars. The rates for dismemberment/loss of sight, etc. will also follow the respective Company's Summary Plan Description.

### Section 2 – Long-Term Disability

Employees may participate in the Long-Term Disability (LTD) Insurance Program as described in the respective Company's LTD Summary Plan Description.

### Section 3 – 401K/Savings Program

The Employer agrees to establish a 401K Savings and Investment Plan (the "Plan") and Employees covered by this agreement shall be allowed to elect to participate in the Plan subject to the terms of the Plan. The Plan shall be established and handled by a reputable investment company and administered by them under the arrangements with the Employer pursuant to Plan terms. The Plan shall include the following features subject to specific Plan language and applicable laws and regulations.

1. Funding for each Employee's account in the 401K Savings and Investment Plan shall consist of any contributions the Employee chooses to make from his/her pay up to a certain yearly maximum and any Company matching contributions as described below.
2. An Employee who elects to participate in the 401K Savings and Investment Plan may elect to set aside a portion of his/her pay each pay period to be placed into a plan account up to a yearly maximum.
  - (a) The Company agrees to contribute a matching contribution equal to 100% of the Employee's deferral contributions that do not exceed 3% of the Employee's compensation, plus 50% of the Employee's deferral contributions that exceed 3% but do not exceed 6% of the Employee's compensation.
3. The Employer agrees that it will bear the cost associated with the fees charged by the financial advisors who are handling the 401K Savings and Investment Plan for the Employer pursuant to this Agreement.
4. The 401K Savings and Investment Plan shall offer a diverse selection of investment options in which an Employee may choose to invest his/her monies.

### Section 5 – Dependent Life Insurance Plan

Employees may participate in the Company's Dependent Life Insurance Program as described in the respective Company's Summary Plan Description.

### Section 6 – Short-term Disability

The Company will provide Short-term Disability Insurance as stated in the respective Company's Summary Plan Description, equal to 66.67% of the Employee's weekly base rate.

### Section 7 – Vision

Employees may elect to participate in the Company's optional vision plan at the Employee's expense as provided for by the respective Company.

### Section 8 – Award Fee Share

Bargaining unit members will receive 25% of the calculated Employee Award Fee shared in accordance with Company's policy.

**ARTICLE 25 – TERM OF AGREEMENT**

This Agreement shall take effect January 1, 2017 and shall remain in effect through December 31, 2019, and shall continue in effect from year to year thereafter, unless changed or terminated. Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to January 1, 2020.

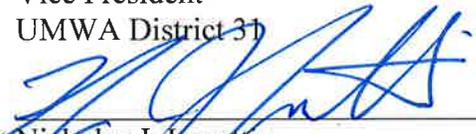
IN WITNESS WHEREOF, each of the parties' signatory hereto has caused this Agreement to be signed this 10<sup>th</sup> day of March 2017.

  
Dane Anderson  
Program Manager  
USSE2 O&M Services

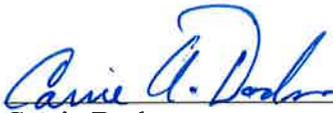
  
Ronda Huffines  
Technical Manager  
USSE2 O&M Services

  
David McConnell  
USSE2 O&M Services  
Business Manager

  
Mike Caputo, International District 31  
Vice President  
UMWA District 31

  
Nicholas J. Lonetti  
UMWA International Representative

  
Ronald Raber  
President  
UMWA, Local 1717

  
Carrie A. Dodson  
Steward  
UMWA, Local 1717

APPENDIX A, WAGES

JOB TITLES	Current	1/1/17	1/1/18	1/1/19
		\$1.15	\$0.85	\$0.85
Equipment O&M Technician 1	\$23.38	\$24.53	\$25.38	\$26.23
Equipment O&M Technician 2	\$27.25	\$28.40	\$29.25	\$30.10
Equipment O&M Technician 3	\$29.15	\$30.30	\$31.15	\$32.00
Equipment O&M Technician 4	\$31.60	\$32.75	\$33.60	\$34.45
Equipment O&M Technician 5	\$33.60	\$34.75	\$35.60	\$36.45
Electrical Technician 1	\$23.38	\$24.53	\$25.38	\$26.23
Electrical Technician 2	\$27.25	\$28.40	\$29.25	\$30.10
Electrical Technician 3	\$29.15	\$30.30	\$31.15	\$32.00
Electrical Technician 4	\$31.60	\$32.75	\$33.60	\$34.45
Electrical Technician 5	\$33.60	\$34.75	\$35.60	\$36.45
ES&H Technician 1	\$23.38	\$24.53	\$25.38	\$26.23
ES&H Technician 2	\$27.25	\$28.40	\$29.25	\$30.10
ES&H Technician 3	\$29.15	\$30.30	\$31.15	\$32.00
ES&H Technician 4	\$31.60	\$32.75	\$33.60	\$34.45
ES&H Technician 5	\$33.60	\$34.75	\$35.60	\$36.45
Facilities Maintenance Technician 1	\$23.38	\$24.53	\$25.38	\$26.23
Facilities Maintenance Technician 2	\$27.25	\$28.40	\$29.25	\$30.10
Facilities Maintenance Technician 3	\$29.15	\$30.30	\$31.15	\$32.00
Facilities Maintenance Technician 4	\$31.60	\$32.75	\$33.60	\$34.45
Facilities Maintenance Technician 5	\$33.60	\$34.75	\$35.60	\$36.45
Fleet Operator	\$27.25	\$28.40	\$29.25	\$30.10
HVACR Technician 1	\$23.38	\$24.53	\$25.38	\$26.23
HVACR Technician 2	\$27.25	\$28.40	\$29.25	\$30.10
HVACR Technician 3	\$29.15	\$30.30	\$31.15	\$32.00
HVACR Technician 4	\$31.60	\$32.75	\$33.60	\$34.45
HVACR Technician 5	\$33.60	\$34.75	\$35.60	\$36.45
Stationary Engineer Technician 1	\$23.38	\$24.53	\$25.38	\$26.23
Stationary Engineer Technician 2	\$27.25	\$28.40	\$29.25	\$30.10
Stationary Engineer Technician 3	\$29.15	\$30.30	\$31.15	\$32.00
Stationary Engineer Technician 4	\$31.60	\$32.75	\$33.60	\$34.45
Stationary Engineer Technician 5	\$33.60	\$34.75	\$35.60	\$36.45
Mobile Equipment Repair Technician	\$31.60	\$32.75	\$33.60	\$34.45
Shuttle Driver	\$18.25	\$19.40	\$20.25	\$21.10
Storeroom Attendant 1	\$21.40	\$22.55	\$23.40	\$24.25
Storeroom Attendant 2	\$23.65	\$24.80	\$25.65	\$26.50
Storeroom Attendant 3	\$25.16	\$26.31	\$27.16	\$28.01

## APPENDIX B, BENEFITS SUMMARY

### Aetna Medical Benefits Plan 1

Plan year deductible (in-network) \$0/individual, \$0/family

Plan year deductible (out of network) \$5,000/individual, \$10,000/family

Plan year out of pocket limit (in network) \$5,000/individual, \$10,000/family includes deductible

Plan year out of pocket limit (out of network) \$10,000/individual, \$20,000/family includes deductible

Plan year Co-Insurance (plan pays after deductible) (in network) 100%, (out of network) 50%  
Annual Maximum Benefit Not Applicable

#### Preventive Care

Office Visits: (in network) covered at 100% not subject to deductible (out of network) you pay 50% after deductible

#### Physician Services

Office Visits: (in-network) \$20 copay (out of network) you pay 50% after deductible  
Specialist Visits: (in-network) \$40 copay (out of network) you pay 50% after deductible

#### Urgent Care & Emergency Services

Urgent Care: (in-network) \$75 copay (out of network) Paid as Network Care  
Emergency Room Services: Facility/Other covered services (in-network) \$200 copay (out of network) Paid as Network Care

#### Prescription Drugs (30 Day Supply)

Generic: (in-network) \$15 copay (out of network) you pay 50% after deductible  
Name Brand: (in-network) \$30 copay (out of network) you pay 50% after deductible  
Non-Preferred Name Brand: (in-network) \$60 copay (out of network) you pay 50% after deductible  
Specialty Drugs: (in-network) you pay 20% up to \$300 (out of network) Not covered

#### Prescription Drugs (90 Day Supply)

Generic: (in-network) \$30 copay (out of network) Not covered  
Name Brand: (in-network) \$60 copay (out of network) Not covered  
Non-Preferred Name Brand: (in-network) \$120 copay (out of network) Not covered  
Specialty Drugs: (in-network) Not covered (out of network) Not covered

#### Maternity

(in-network) No charge after deductible (out of network) you pay 50% after deductible

#### Inpatient/Outpatient Professional Services

(in-network) \$300 copay/day for first 5 days per admission (out of network) you pay 50% after deductible

Ambulance Services

(in-network) No charge after deductible (out of network) No charge after deductible

Aetna Medical Benefits Plan 2

Plan year deductible (in-network) \$500/individual, \$1,000/family

Plan year deductible (out of network) \$5,000/individual, \$10,000/family

Plan year out of pocket limit (in network) \$2,000/individual, \$4,000/family includes deductible

Plan year out of pocket limit (out of network) \$10,000/individual, \$20,000/family includes deductible

Plan year Co-Insurance (plan pays after deductible) (in network) 80%, (out of network) 50%

Preventive Care

Office Visits: (in network) covered at 100% not subject to deductible (out of network) you pay 50% after deductible

Physician Services

Office Visits: (in-network) \$25 copay; deductible waived (out of network) you pay 50% after deductible

Specialist Visits: (in-network) \$50 copay; deductible waived (out of network) you pay 50% after deductible

Urgent Care & Emergency Services

Urgent Care: (in-network) \$75 copay; deductible waived (out of network) Paid Same as Network Care

Emergency Room Services: Facility/Other covered services (in-network) \$200 copay; deductible waived (out of network) Paid Same as Network Care

Prescription Drugs (30 Day Supply)

Generic: (in-network) \$15 copay (out of network) you pay 50% after deductible

Name Brand: (in-network) \$30 copay (out of network) you pay 50% after deductible

Non-Preferred Name Brand: (in-network) \$60 copay (out of network) you pay 50% after deductible

Specialty Drugs: (in-network) you pay 20% up to \$300 (out of network) Not covered

Prescription Drugs (90 Day Supply)

Generic: (in-network) \$30 copay (out of network) Not covered

Name Brand: (in-network) \$60 copay (out of network) Not covered

Non-Preferred Name Brand: (in-network) \$120 copay (out of network) Not covered

Specialty Drugs: (in-network) Not Covered (out of network) Not covered

Maternity

(in-network) you pay 20% after deductible (out of network) you pay 50% after deductible

Inpatient/Outpatient Professional Services

(in-network) you pay 20% after deductible (out of network) you pay 50% after deductible

Ambulance Services

(in-network) you pay 20% after deductible (out of network) Paid Same as Network Care

Monthly Premium Cost 2017

Aetna Plan 1			
	Employee Monthly Cost	USSE2 Monthly Cost	Total Monthly Cost
Employee	\$128.64	\$933.36	\$1,062.00
Employee and Spouse	\$254.46	\$2,081.54	\$2,336.00
Employee and Children	\$208.26	\$1,809.74	\$2,018.00
Family	\$369.90	\$2,922.10	\$3,292.00
Aetna Plan 2			
	Employee Monthly Cost	USSE2 Monthly Cost	Total Monthly Cost
Employee	\$105.18	\$776.82	\$882.00
Employee and Spouse	\$204.76	\$1,736.24	\$1,941.00
Employee and Children	\$167.75	\$1,508.25	\$1,676.00
Family	\$300.74	\$2,434.26	\$2,735.00