



Mr. Jim Key
USW Local 550
2525 Cairo Road
Paducah, KY 42001

September 18, 2020

MEMORANDUM OF UNDERSTANDING
HOLIDAY PAY DURING COVID-19 PANDEMIC PLANT SHUTDOWN

This Memorandum of Understanding is entered into between Mid-American Conversion Services (MCS or the Company) and the United Steelworkers of America, Local 550 (USW or the Union).

The parties agreed the safety and health of respective employees is held to the highest priority.

Due to COVID-19, temporary plant shutdown started March 2020, both the union and the company have agreed to an exception to Section 8 Holidays of the collective bargaining agreement due to the COVID-19 pandemic. This exception consists of no additional holiday premiums will be paid for the USW employees who were classified as non-essential shift personnel during the temporary shutdown. These employees were paid 40 hours of COVID-19 pay at their straight time rate; including the weeks of the following 2020 holidays: Good Friday, Memorial Day, Independence Day and Companion to Independence Day. Upon their scheduled return no additional holiday premium will be paid.

1. Only exception to this agreement is if the employee was classified "essential" and was scheduled and worked the holiday or called-in to work on the holiday. Time worked in regards to the holiday premium will be as per the collective bargaining agreement.
2. Resumption of holiday pay has resumed on Monday, September 7, 2020 and will continue the remainder of the year as per the collective bargaining agreement listed below.

Section 8. HOLIDAYS

- a) The following are recognized holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Good Friday, Memorial Day, Independence Day, Companion to Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, and Christmas. Martin Luther King, Jr.'s Birthday is observed on the third Monday in January. If any of the above holidays fall on Sunday, Monday shall be recognized as the holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be recognized as the holiday except that any employee normally scheduled to work on one of the above recognized calendar holidays that fall on Saturday or Sunday, such recognized calendar holiday will be his recognized holiday. If any of the above holidays fall on an employee's scheduled off day, his first succeeding scheduled workday shall be recognized as the holiday except that where Thanksgiving Day or Christmas Eve falls on an



employee's scheduled off day, it will be recognized on the last scheduled workday which preceded the employee's scheduled off day.

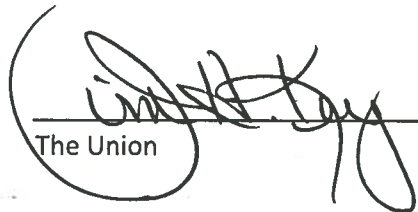
- b) A rate of two and one-half (2-1/2) times the straight-time hourly rate shall be paid for all hours worked on the eleven (11) recognized holidays.
- c) Employees will be paid for recognized holidays not worked an amount equivalent to eight (8) times the employees' straight-time hourly rate, subject to the following conditions:
 - 1) Such pay shall be made to the employee only if the employee would normally have worked the recognized holiday if it had not been a holiday.
 - 2) An employee who is instructed to work on a holiday but who fails to report and does not have an acceptable excuse will receive no pay for the holiday.
 - 3) To be eligible for holiday pay an employee must report for work on his last regularly scheduled working day immediately preceding the holiday and the first regularly scheduled workday immediately following his holiday, unless excused by the Company.
- d) If a designated holiday occurs during an employee's vacation and that employee would otherwise have been scheduled to work on that day had it not been a holiday, such employee shall receive eight (8) hours pay at his straight-time hourly rate in addition to his vacation pay. At the request of the employee, the first-line manager may, at his discretion, grant the employee an extra day off without pay immediately preceding or following his vacation. Such days of absence will not be used for corrective absentee control measures.

Christina A. Burnham

The Company

Digitally signed by Christina A. Burnham
DN: cn=, ou=, o=, ou=Department of Energy,
ou=Energy IT Services, ou=Portland Public Project Office,
ou=People, cn=Christina A. Burnham
Date: 2020.11.19 16:30:27 -0600

Date

 11/20/2020

The Union

Date