



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VEOLIA WATER NORTH AMERICA (VWNA)  
BIG SPRING, TEXAS

AND

LOCAL 351  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
AFL-CIO

Effective April 1, 2012  
Through March 31, 2015

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## PREAMBLE

THIS AGREEMENT made and entered into this 10st day of April, 2012, by and between VEOLIA WATER NORTH AMERICA, (VWNA), hereinafter referred to as "VWNA", and Local No. 351, International Union of Operating Engineers, hereinafter referred to as the "Union".

## ARTICLE 1, RECOGNITION

Section 1.01. VWNA recognizes the Union as the exclusive bargaining agent concerning wages, hours, terms and other conditions of employment only for those employed at the Alon Refinery, Big Spring, Texas project, in the classifications set forth in Article 10 of this Agreement. All other employees shall be excluded from representation under this Agreement, which includes but is not limited to those employed as supervisors, managerial employees and confidential employees as defined by the National Labor Relations Act (NLRA), office clerical and guards.

## ARTICLE 2, TERM OF AGREEMENT

Section 2.01. This Agreement shall be in full force and effect from April 1, 2012 through March 31, 2015, and thereafter will be automatically renewed from year to year unless written notice of desire to change, modify, or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2.2. Notwithstanding any provisions to the contrary, should VWNA's contract with the client be terminated for any reason, this Agreement will end concurrent with the date of termination of the Company's contract.

## ARTICLE 3, DEFINITIONS

Section 3.01. Probationary Employees. A probationary employee is an employee who has been employed for less than 3 months. The Company may extend the probationary period by three (3) months at its discretion with notice to the union. Probationary employees may be discharged and/or disciplined at will and shall have no recourse to challenge discipline or discharge under the grievance procedure.

Section 3.02. Regular Employees. A regular employee is one who has successfully completed the probationary period and is regularly scheduled to work at least 40 hours per week.

Section 3.03 Gender References: The provisions of this Agreement shall apply alike to male and female employees. Masculine references in this Agreement shall be deemed to include feminine references and are used solely for the purposes of illustration and shall not in any way be used to designate the sex of the employee eligible for the position. or the benefits of any other provision.

Section 3 04 Grievance. Grievance is defined as a dispute that arises between the parties during the term of this Agreement regarding the interpretation, application, or enforcement of a specific Section or Article of this Agreement.

Section 3.05. Definition of Seniority. Seniority is defined as an employee's length of continuous service in a bargaining unit position from an employee's last date of hire without a break in seniority as set forth in Article 9.

Section 3.06. Definition of Qualifications or Qualified. Qualifications or qualified shall be defined to include but are not limited to an employee's ability to safely, efficiently, and productively perform the work to VWNA standards without further training or trial period.

## ARTICLE 4, UNION SECURITY

Section 4.01. Upon proper authorization, the Company will deduct the Union dues and initiation fee of any employee covered by this Agreement from his wages and will remit to the proper officer of Local No. 351 such deducted dues. Proper authorization for this deduction shall be in the "Authorization for Deduction of Union Dues and Initiation Fee" form which states the conditions controlling this deduction:

## ARTICLE 5, EQUAL EMPLOYMENT OPPORTUNITY

Section 5.01. It is the continuing policy of both VWNA and the Union to comply with all federal and state equal employment opportunity laws and to not unlawfully discriminate against any employee because of race, color, age, sex, religion, national origin, disability, or other status in accordance with such laws. Both parties also will not discriminate against any employee because of membership or non-membership in a labor union. VWNA and the Union recognize their mutual obligation to abide by the requirements of the Americans with Disabilities Act.

Section 5.02. Notwithstanding any language in this Agreement, VWNA may take any actions necessary to comply with the Americans with Disabilities Act ("ADA"). The resolution of disputes under this paragraph shall be solely and exclusively in accordance with applicable laws.

## ARTICLE 6, MANAGEMENT RIGHTS

Section 6.01. VWNA retains all the customary and usual rights, functions and prerogatives related to its responsibility to manage the facility, except as expressly limited by a term of this Agreement. These rights, functions, and prerogatives include, but are not limited to, the right:

- A To establish, implement, and revise standards of hiring, training, qualifications regarding promotions, safety, security, materials, equipment, methods, automation and procedures as it deems appropriate to improve plant quality and efficiency and reduce costs.
- B. To determine the number of employees and set staffing levels and workload requirements, skills, abilities and performance of employees, including conducting employee evaluations; determine and revise job classifications and duties.
- C. To assign work duties, shifts, work days, and work locations and schedules of work and determine hours of work including starting and quitting times and overtime.
- D. To discipline, suspend, demote, or discharge employees for cause in accordance with Article 21.
- E. To determine and re-determine job content and to describe jobs, introduce new jobs and new and improved methods of operation, modify or abolish existing jobs, processes and operations, install and remove equipment.
- F. To adopt, enforce, revise and modify all safety and employee conduct rules and employment policies, provided the employees and the Union are provided with these rules.
- G. To assign <md revise transitional duty work to employees who suffer on or off-the-job illnesses or injuries that have not been medically released to return to full-duty work.

## ARTICLE 7. HOURS OF WORK

Section 7.01. A work day shall consist of a twenty-four hour period beginning with the start of the employee shift. A pay week shall consist of 7 consecutive days commencing at 12:00 AM Saturday and ending at 11:59 PM on the following Friday. A work day shall be considered worked in the pay week in which the day ends.

### Section 7.02.

- A. In no event will an employee be refused work on a regularly scheduled day because of previously worked overtime unless such overtime has been a result of more than twenty consecutive hours.
- B. Work schedules shall be subject to change from day to day after notice of at least twenty-four hours. If twenty-four hours is not given, the overtime rate shall apply for the first shift worked on a rearranged schedule.
- C. The rules set out in Paragraph 3 (A) and (B) of this ARTICLE shall not apply to employees making up lost time, nor to any change in schedule made for the convenience of employees, nor to employees returning to their regular schedule.
- D. No employee shall lose time or pay because of rearrangement of work schedule or temporary plant shutdown for repairs, unless such rearrangement or work schedule or temporary plant shutdown is due to fire, explosion, or other cause beyond the control of the company. In the event of emergency shutdown of a processing unit, change in daily or weekly works schedules may be made on twenty-four hour notice without overtime pay and at termination of a shutdown, all employees who have had their work schedule changed due to such shutdown shall resume their regular schedule for the week in which such shutdown is terminated. It is understood and agreed that doing shutdowns of any operating units, the operating employees shall perform any duties assigned to them.
- E. Still Operating and related facilities personnel will perform Maintenance work that can be performed with available tools and ability and which do not deter from such employee's normal operating duties.

Section 7.03. Shift differentials will be paid for all work performed on the night shift. A differential of \$1.40 will be paid for work performed on the night shift, for the purpose of identifying the night shift, the following shall be observed:

- A. For regular shift workers: Night Shift 6:00 PM-6:00AM
- B. Shift differentials are not applicable to regular day workers working beyond their quitting time and receiving the overtime rate.

Section 7.04 In the event it becomes necessary to change the work schedule, such schedule shall provide for two (2) consecutive scheduled days off.

Section 7.05. In selecting shift workers to work overtime, the Company will first call the standby person in the same classification then other available operators with in the same classification. If none are available, then the standby operator in the second classification will be called. Employees scheduled for standby duty are required to be available by phone 1 hour preceding and after shift change.

Section 7.06. Any work performed shall normally be performed in the department where such work is usually performed.

Section 7.07. In the event of a vacancy in any job, the Company shall not be required to fill the job if an insignificant amount of work is to be done in the job.

Section 7.08. The Company agrees not to contract normal routine maintenance work as long as the Company has the necessary manpower on the active payroll and equipment available to perform such work.

Section 7.09. Each employee must notify his supervisor or the senior operator on shifts far in advance as possible in the event he is not going to report for work as scheduled. Furthermore, each employee must notify his supervisor (or shift Foreman) as far in advance as possible before returning to work after being off duty or on leave of absence.

## ARTICLE 8. COMPENSATION

Section 8.01. Wage rates for work performed in standard job classification shall be those rates shown upon the schedule hereto attached and marked wages and made a part of this contract

Section 8.02. Overtime rates shall be 1 times the regular rate and shall be paid for all work done in excess of forty (40) hours in any workweek.

Section 8.03. Double time will be paid the 7th consecutive day worked in any pay week.

Section 8.04. When an employee is temporarily promoted to a job paying a higher rate of pay, such employee shall begin receiving the higher rate of pay with the first hour worked.

Section 8.05. When an employee is temporarily demoted to a job paying a lower rate of pay, such employee shall receive no reduction in his normal rate of pay.

Section 8.6. An employee permanently promoted or demoted to another job classification shall be paid the rate of that classification beginning with the first full day of work in that classification. "First full day of work" shall be that day upon which the employee is sufficiently familiar with his new job to carry on alone after a reasonable training period. Notice of this effective date of change and the new rate and classification shall be posted on the department bulletin board of the affected employee at the time the change is made.

Section 8.07. Employees are expected, in accordance with safe practices, to utilize available time during their regular scheduled hours to learn the duties of the jobs in the classification.

Section 8.08. Upon reasonable notice, such training may include temporary assignment of employees on job assignments among classifications without increasing an employee's rate of pay.

Section 8.09 Meal and Break Periods – Employees required to work more than two (2) hours beyond their normal shift shall be allowed a paid meal period of thirty (30) minutes. Employees called in to work a full shift with less than two (2) hours notice shall be allowed two paid meal periods of thirty (30) minutes each; one after two hours and one after the eighth (8<sup>th</sup>) hour of work. The Company shall furnish such employees with a meal allowance not to exceed fifteen dollars (\$15.00) in value.

Section 8.10 - Call-In Pay - Employees who are required to report to work with less than two (2) hours notice and outside their scheduled hours shall be guaranteed a minimum of four (4) hours pay at normal rates

## ARTICLE 9, HOLIDAYS

Section 9.01. Designation of Holidays. The following days shall be considered paid holidays for all regular and probationary full-time employees:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day

For employees working Monday through Friday schedules, holidays falling on a Saturday will be recognized on the proceeding Friday and holidays falling on a Sunday will be recognized on the following Monday. For employees working a regular rotating shift, holidays will be recognized on the day that it occurs.

Section 9.02. Pay for Work on Holiday. Employees scheduled to work on a designated holiday shall be paid at a rate of one and one-half (1 %) times their regular rate in addition to Holiday Pay as listed in 9.03.

Section 9.03. Holiday Pay. Eligible employees shall receive eight (8) hours pay at their regular straight-time rate of pay for said holidays that the employee does not work. Eligible employees that work said holiday will receive holiday pay equivalent to the hours worked on a holiday

Section 9.04. Eligibility for Holiday Pay. Employees must work on their scheduled day before and their scheduled day after the holiday in order to be eligible for holiday pay.

Section 9.05. Holidays Falling on Scheduled Days Off. When a designated holiday falls on an employee's scheduled day off the eligible employee shall receive his holiday pay for that day.

Section 9.06. Holiday Pay (Section 9.03) shall be included in hours worked in calculating overtime for the pay week only if the employee works on said holiday.

## ARTICLE 10, SENIORITY

Section 10.01. Qualifying For Seniority. To qualify for seniority, an employee must work an initial probationary period. When an employee has completed the probationary period, his seniority date shall revert to most recent hire date.

Section 10.02. Application of Seniority. Seniority will be used as a factor by VWNA in making layoff and recall decisions as follows and employees will be laid off in the following order:

1st - Probationary Employees  
2nd - Regular Employees

Where the qualifications, skills, and ability of the regular employees to perform the assigned work are equal, regular employees will be laid off by seniority with the least senior employee being laid off first and continuing in that order.

Regular employees who are laid off will have recall rights for eighteen months following date of layoff.

When recalling employees from layoff, VWNA agrees that regular employees shall be returned to work in order of seniority, subject to the same qualifications as set forth above.

Section 10.03. Accumulation. Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave as outlined in Article 14, Unpaid Leaves of Absence. However, employees are not entitled to accrue or be paid benefits during such periods, except as specifically provided by this Agreement or required by law.

Section 10.04. Loss in Seniority. Seniority shall be lost and the employment relationship shall be terminated by:

- A. Discharge as set forth in Article 21;
- B. Voluntary termination or retirement. (Failure to report for regularly scheduled work for three (3) consecutive working days without notice shall be considered a voluntary quit.);
- C. Absence from work due to layoff for a period of 12 months;
- D. Employees on sick leave shall retain seniority rights for a period of 18 months.
- E. Failure to notify VWNA of intent to return to work pursuant to a recall notice sent by certified mail, return receipt requested, to the last address provided to VWNA through personnel records within three (3) calendar days of receipt after the notice has been deposited in the mail. It is the employee's responsibility to notify VWNA of his latest mailing address.
- F. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to non-occupational or occupational illness or injury, failure to report for available work within three (3) calendar days of receipt of notice of a limited or full medical release to return to work;
- G. Employed elsewhere during any type of leave of absence, unless mutually agreed between VWNA and the employee.

It is understood and agreed that VWNA may determine that special circumstances exist to justify failure to report to work or failure to respond under sections B, E and F above.

Section 10.05 Any employee in a job classification within the bargaining unit, who is assigned to fill a temporary or permanent manpower requirement outside the bargaining unit, may return to his former job classification in the bargaining unit at any time within a one-year period from the date of the assignment, and be credited with all seniority as though he had remained in the unit.

Section 10.06 Each month the Company will furnish the Union a list of names of employees separated from the Bargaining Unit the preceding month.

## ARTICLE 11, WAGES

Section 11.01. Wage Schedule. Wages shall be paid according to the following schedule with increases effective on the first day of the pay period immediately following the date designated for the increase.

		2.50%	3.00%	3.00%
		<u>4/1/2011</u>	<u>4/1/2013</u>	<u>4/1/2014</u>
Water/Wastewater Operator-in- Training (OIT)	\$21.71	\$22.25	\$22.92	\$23.61
Wastewater Operator I	\$26.13	\$26.78	\$27.59	\$28.41
Water/Wastewater Operator II	\$27.42	\$28.11	\$28.95	\$29.82
Water Operator III	\$32.10	\$32.90	\$33.89	\$34.91
Lead Water/Wastewater Operator	\$32.88	\$34.40	\$35.43	\$36.50
Williams, Steve	\$36.78	\$36.78	\$36.78	\$36.78
Williams, Steve - lump sum bonus		\$1,912.56	\$2,295.07	\$2,295.07
(%increase X 2080 X hourly wage)				

Section 11.02. Pay Days. VWNA will pay employee wages on a bi-weekly basis. VWNA also provides direct deposit services for the convenience of the employee.

Section 11.03. Time Reporting. For the purpose of computing wages, time shall be accounted for in fifteen (15) minute increments.

Section 11.04. Death. In the event of an employee's death, all wages due the employee will be made payable to the employee's estate, or beneficiary.

## ARTICLE 12, VACATIONS

Section 12.01. Vacation Benefit Schedule. All full-time regular employees shall be granted paid vacations in accordance with their completed years of service under the following schedule:

<u>Length of Continuous and Completed Years of Service</u>	<u>Vacation Accrual</u>
0 through 4 years	3.077 hours/pay period (80 hours/year)
5 through 10 years	4.615 hours/pay period (120 hours/year)
10 through 20 years	6.154 hours/pay period (160 hours/year)
20 through 30 years	7.692 hours/pay period (200 hours/year)
30 +years	9.231 hours/pay period (240 hours/year)

For special circumstances, employees may request an advance of up to 40 vacation hours that have not yet accrued. The Company reserves the right to reduce the employee's last Company paycheck by any advance vacation pay that has not yet accrued on or before their last day of work.

After six (6) months of continuous service, a new employee may schedule and take up to five days' vacation. After twelve months of continuous service, a new employee may schedule and take an additional five days' vacation (or up to 10 days' vacation if no prior vacation has been taken).

Section 12.02. Payment of Vacation Benefits. Employees resigning or who otherwise suffer a termination in seniority as set forth in Article 9 of this Agreement will be paid unused accrued vacation pay.

Section 12.03. Scheduling of Vacations. Vacations must be scheduled consistent with operational needs and approved at the discretion of VWNA that shall not be unreasonably withheld. To assist in the scheduling of vacations, VWNA will post a vacation roster on the bulletin board no later than January 1 of each year. Employees may designate vacation preferences on the vacation roster.

blocks of at least five (5) consecutive days. *VWNA will attempt to accommodate employee vacation requests. However, in the event of a conflict in vacation schedules, VWNA will give preferences to the most senior employee, provided that employee designates his vacation request on the vacation roster during the month of January. However, beginning February 1, vacation preference shall be granted to employees in the order in which vacation requests were received by VWNA with those received first given first priority.*

Vacations may be granted in daily increments without designation on the vacation roster, with advance approval at the direction of *VWNA*.

Eligible employees may only receive vacation pay for accrued but unused vacation benefits (no advancing of vacation benefits prior to being actually earned).

Section 12.04. Holiday Falling Within Vacations. When a recognized holiday falls during an eligible employee's vacation, the employee will receive holiday pay for that day without deduction from his vacation benefits.

Section 12.05. Vacation Carryover. Employees may accrue vacation time up to a maximum of twice their annual entitlement. Vacation time will cease to accrue when the limit is reached and resume when the accrued balance falls below the maximum accrual.

## **ARTICLE 13, LEAVE OF ABSENCE**

Section 13.01. Sick Leave Accrual. All regular and probationary full-time employees shall accumulate sick leave at the rate of 2.30 hours per pay period to a maximum of sixty (60) hours per year. Unused sick leave benefits may be accumulated up to a maximum of one hundred sixty (160) hours sick leave pay. Employees are not eligible to receive sick leave benefits until they become a regular employee as set forth in Section 3.02.

Section 13.02. Sick Leave Usage. Accumulated sick leave may be used for injury, illness or other medically related treatment, only for the following:

1. Bonafide off-the-job illnesses and injuries of an eligible employee that prevent the employee from working his regularly scheduled working hours.
2. To attend a medical, dental, optical, or other medical appointment for the employee or the employee's child, that cannot reasonably be scheduled during non-working hours.
3. For the waiting period as forth in State Workers' Compensation Law, for whom time loss benefits are not paid for any injury or illness suffered during the course and scope of his employment with *VWNA*, subject to Section 13.04 below.
4. For family and medical leave that are in accordance with state, federal (FMLA) or other law.

Eligible employees may only receive sick leave pay for accrued but unused sick leave benefits (no advancing of sick leave benefits prior to being actually earned).

Section 13.03. Sick Leave Payment. Sick leave benefits shall be paid at regular straight-time base rates of pay for the hours the employee would have worked, not to exceed twelve (12) hours in any workday or forty (40) hours in any workweek.

Section 13.04. Reimbursement. Any employee receiving compensation for time loss benefits for an injury or illness incurred in the course of employment and sick leave benefits for the same period

must reimburse VWNA for all of the sick leave benefits received. Upon reimbursement from the employee, VWNA shall credit the employee's sick leave bank with the appropriate hours.

Section 13.05. Sick Leave Notification. An employee must call-in to the supervisor or designated person at the facility to report his illness or injury at least one (1) hour prior to the start of his scheduled shift. Additionally, the employee must call-in to report any continuing need to be absent to his immediate supervisor prior to the start of each subsequent shift to be eligible for sick leave benefits on these workdays. No daily notice will be required when the employee has submitted a doctor's certificate that specifically states he will be unable to return to work until a certain date. Failure to notify VWNA as provided may disqualify the employee from sick leave benefits for any day the employee fails to report, unless VWNA determines that special circumstances existed to justify the failure to report.

Section 13.06. Sick Leave Verification. If an employee is on sick leave for three (3) or more consecutive workdays, a medical certificate, furnishing evidence satisfactory to VWNA that his absence from work was due to one of the reasons listed under Section 13.02 and covering the entire period of the absence, must be provided from the employee's health care provider. In addition, a medical certification may be requested as a condition of payment of sick leave benefits whenever VWNA has a reasonable suspicion that the employee is abusing sick leave.

Sick leave benefits are not convertible to cash or any form of remuneration. Accumulated sick leave benefits are forfeited when service with VWNA is terminated.

#### Section 13.07. Union Leave of Absence

- A.. If plant conditions permit, leave of absence of not more than thirty days duration for each employee for the purpose of attending UNION conferences of UNION business will be granted during any calendar year to not more than one (1) employee at one time providing the request for such leave of absence is made in advance. Such leave of absence shall be without pay but shall not affect the status of employees with respect to seniority.
- B. Leave of absence for the purpose of filling UNION office shall be granted to not more than one (1) employee, provided fifteen days advance notice is given. Leave of absence of a period of six (6) years shall be granted. Such leave of absence shall not affect the status of employees with respect to seniority and shall be without pay.

#### Section 13.08. Funeral Leave

- A In the event of a death of a person in an employee's immediate family, such employee shall be granted the day before the funeral, the day of the funeral, and the day after the funeral without loss of base rate pay. Provided that in the event the funeral is beyond the distance of four hundred miles from the plant and the employee attends same, he shall be granted a fourth day of leave immediately preceding or succeeding the three-day funeral leave without loss of base rate pay. For the purpose of this paragraph, the immediate family shall be deemed to include the spouse, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, and immediate household of the employee or the employee's spouse. In the event an employee serves as a pallbearer at the funeral of a fellow employee or a VWNA retiree, said employee will be allowed the necessary time off not to exceed 8 hours time off each time without loss of base rate pay to serve in such capacity.
- B. All employees will be allowed 1 day off in observance of death in the immediate family whether or not such employee attends funeral. This day shall be the day of the funeral.

Section 13.09. Child Birth/Adoption. After 1 year of service an employee shall receive 1 day *off* with pay for a child born or adopted into the family. This day must be taken within ten days of the date of the addition.

Section 13.10. Jury Duty. An employee who is summoned for jury duty, the employee shall be paid the difference between his regular straight time base pay and the fee received for jury service for time lost from scheduled work as a result of jury duty, up to a maximum of ten (10) workdays. If the employee is serving on a panel where jury service will extend beyond the ten (10) working days, the employee must receive prior approval from the Project Manager, by exception, and at the discretion of the Business Center Vice President in conjunction with the Director Human Resources. VWNA may require verification of jury duty service and the amount received in jury duty pay.

Employees who are released from service prior to the end of their scheduled shift are required to return to work as described below:

- A. Employees on the day shift are not required to report to work unless they are released before noon.
- B. Employees on evening shift are not required to report to work if dismissed after 12:30 PM.
- C. Employees on the night shift shall not be required to work the shift on the calendar day of their first day in court, nor any other night shift falling on a day they are scheduled to be in court. If eight (8) hours or more remain between termination of the court service and the beginning of his next work shift, an employee will be expected to work the shift following court service.

## ARTICLE 14, UNPAID LEAVES OF ABSENCE

Section 14.01. Personal Leave. An employee, who has completed his probationary period, may be granted an unpaid personal leave of absence upon written request at VWNA's discretion. All such requests for leave must designate a date for return to active employment in order to allow for proper staffing during the employee's absence. Such leaves will generally be limited to no more than four (4) weeks, but may be extended with written approval from VWNA. Employees will be required to utilize all accumulated vacation benefits and/or personal floating holidays prior to approval of unpaid leave of absence.

Prior to a personal leave, the employee must make arrangements to pay all applicable premiums in advance or during the leave to continue participation in the insurance plans. Seniority will continue to accrue during an authorized personal leave of absence, however vacation and sick leave do not accrue during an unpaid personal leave of absence.

If granted a personal leave of absence, the employee may not accept other work during such leave without prior written approval of the Director of Human Resources. Accepting such work will be grounds for immediate termination. Failure to return to work on the designated return date at the end of the personal leave will be deemed a voluntary resignation of your employment with VWNA.

Section 14.02. Military Leave. Employees will be granted leave of absence to serve military duty in accordance with applicable laws. Your supplemental pay will be the weekly, daily or monthly difference between your gross base military pay and your regular VWNA gross base wages through the last day of your active military service or six months from your first day of military service, whichever occurs first, provided that your regular VWNA gross wages exceed your gross base military pay. You must furnish proof of your gross military pay.

Section 14.03. Family and Medical Leave. VWNA will comply with applicable laws regarding *family* and medical leaves.

Section 14.04. Other Unpaid leave

- A Other leaves will be granted at the discretion of the Company with the reason for leave being the controlling factor. In no instance will leave be granted for an employee to pursue an occupation outside the Refinery in which such employee is currently employed at the refinery.
- B. It is understood that the employee will not accrue any seniority during such leave of absence but will retain any seniority accumulated at the time the leave of absence begins. An employee who fails to return at the expiration of any leave shall be considered to have resigned and will be terminated accordingly.

ARTICLE 15. HEALTH AND WELFARE

Section 15.01. VWNA shall provide medical, dental, vision and life insurance, short term disability and long term disability for each regular full time employee covered by this Agreement under the same terms and condition as other employees of VWNA. The Company will provide other Company paid and voluntary insurance and benefits at the same level as provided to all other employees during open enrollment

Section 15.02. Employee Contribution. The employee shall pay, through payroll deduction, the applicable amount paid as other employees of VWNA for the effective premium for medical, dental and vision. Such rate will be provided during the open enrollment period at the end of each year. The employee contribution will not exceed 20% of the total company cost for the medical premium. All other benefits contributions will be the applicable amount paid as other employees.

Section 15.03 Regular employees and their dependents shall become eligible for coverage on the first day of the month following the date of employment.

ARTICLE 16. RETIREMENT

Section 16.01. Regular full time employees will be eligible to participate in the Company 401(k) Plan in accordance with the terms of that plan.

ARTICLE 17, SAFETY

Section 17.01. In General. The parties to this Agreement are responsible for mutual and cooperative enforcement of safety rules and regulations. VWNA and the employees agree to observe all state and federal laws relating to safety and health, and VWNA safety rules set forth in its employee handbook, including signing the safety rules. All work-related accidents and injuries must be immediately reported to their immediate supervisor or Site Safety Coordinator. Protective clothing required by VWNA shall be worn at all times. Employees will be expected to cooperate in the investigation of work-related accidents and injuries.

Employees are encouraged to report safety concerns and suggest ways to improve practices and procedures relating to safety to the Project Manager or Safety Committee. All claims of unsafe conditions shall be promptly submitted by employees on a VWNA form to their supervisor. The supervisor shall reasonably investigate and take appropriate corrective action as deemed necessary.

## ARTICLE 18, MEDICAL EXAMINATIONS

Section 18.01. VWNA may require an employee to submit to a medical examination by a Company-designated physician in order to verify the nature and/or extent of any medical conditions limiting the employee in his ability to perform the duties of his job.

Section 18.02. In the event a dispute arises concerning the physical fitness of an employee to return to work or to continue to work, such dispute shall be settled by three (3) physicians, one to be selected by the Company, one to be selected by the Union, and a third disinterested physician to be chosen by the two so selected. The decision of the majority of the above selected physicians shall be final. The Company physician and the union physician fees and expenses shall be borne by the respective parties. The fees and the expenses of the third disinterested physician shall be borne equally by the parties to the Agreement.

## ARTICLE 19, CROSS-TRAINING

Section 19.01. It is understood and agreed that VWNA may assign employees covered by this Agreement to work in locations outside of the immediate project area.

Section 19.02. It is agreed and understood that employees covered by this Agreement who are being cross-trained or otherwise agree to accept a temporary assignment in another facility operated by VWNA, will continue to be covered by the wages, benefits, and other provisions of this Agreement, unless VWNA and the Union agree otherwise.

## ARTICLE 20. PERFORMANCE OF BARGAINING UNIT WORK

Section 20.01. VWNA, the Union and the employees agree that the parties have an obligation to work as a team to improve efficiency and reduce costs. Therefore, supervisors are not restricted in the performance of a minimum amount of bargaining unit work under any of the following conditions:

- A. Emergency or situation requiring special skills or equipment;
- B. Demonstrating, testing, instructing, assisting or training employees;
- C. Overcoming production difficulties and avoiding interruptions of schedules.

## ARTICLE 21, DISCIPLINE AND DISCHARGE

Section 21.01. Regular Employees.

- A. VWNA reserves the right to discipline, suspend or discharge regular employees for just cause. As long as VWNA follows its disciplinary policy, just cause shall be deemed to have existed for all disciplinary actions.
- B. For non-major infractions, VWNA agrees to apply the following steps of discipline:

1st Offense-verbal written warning;

2nd Offense- within twelve (12) months of any 1st non-major offense- written warning; and

3rd Offense - within twelve (12) months of any 2nd non-major offense - final written warning (with or without suspension); and

4th Offense- within twelve (12) months of any 3rd non-major offense- discharge.

To progress through the above steps of discipline, the infraction(s) need not be for the same or similar offense.

- C. However, employees committing a major infraction may be subject to immediate discharge without receiving a prior warning. The major infractions may include but are not limited to the following:
1. Threatening, fighting or assaulting another employee, supervisor or client associate;
  2. Violation of the Drug and Alcohol Policy;
  3. Intentional violation of any state environmental agency, EPA, County Health, municipal or other government resolution, rule or regulation regarding potable water or sewer operations;
  4. Intentional waste, misuse, damage or destruction of VWNA, client or other employee's property;
  5. Possession of weapons or explosives at the work site or in Company vehicles;
  6. Unauthorized possession of VWNA property or the property of another;
  7. Serious discriminatory behavior or harassment of a sexual, racial, ethnic, or religious nature;
  8. Insubordination, including refusal to submit to authority;
  9. Offensive or abusive conduct or language of a serious nature towards another employee, supervisor, management, personnel or customer;
  10. Sleeping on paid time;
  11. Falsifying VWNA records;
  12. Dishonesty;
  13. Theft;
  14. Encouraging or participating in a violation of the no-strike restrictions as set forth in this Agreement;
  15. Engaging in off-duty conduct which seriously undermines VWNA's relationship with the client;
  16. Serious or repeated violations of safety rules;
- D. Copies of written reminders and/or suspensions shall be given to the employee and the Union steward and a copy mailed to the Union.

## ARTICLE 22, GRIEVANCE AND ARBITRATION PROCEDURE

Section 22.01. Grievance Steps. Employees shall attempt to resolve disputes and misunderstandings by informally referring those disputes to their immediate supervisor prior to pursuing grievance steps. In the event such informal resolution is not successful, grievances shall be dealt with only in the following manner. No grievance shall be considered under the grievance procedure unless it is presented and provided for below:

Step 1. Any employee covered by this Agreement who has a grievance must reduce it to writing, and date and sign the grievance form. The written grievance must briefly describe the nature of the alleged violation and cite the specific provision(s) of the Agreement allegedly violated. The grievance shall be presented by the employee and the Union Business Representative to the Plant Manager or designate within seven (7) calendar days from the day the employee knew or should have known of the alleged violation. In the event of an alleged violation of the wages set forth in Appendix A, this seven (7) calendar day time limitation shall begin to run from the date the employee receives his paycheck. Any grievance not presented within the seven (7) calendar days will be considered waived and will not be subject to the following steps of the grievance procedure.

Within seven (7) calendar days of the date it was presented to him, the Plant Manager, or his designee, shall meet with the employee and/or Union Business Representative, and respond in writing to the grievance.

In the event VWNA does not respond to a grievance within the specified time limits, the grievance is denied and may be appealed to the next step. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of VWNA's last response.

Step 2. In the event the Union disagrees with the written decision of the Plant Manager, the dispute may be referred to Step 2, provided the Union notifies VWNA in writing of its intention to do so within seven (7) calendar days after receiving the Plant Manager's written decision. Any grievance not presented within the seven (7) calendar days will be considered waived and will not be subject to the following steps of the grievance procedure.

The grievance will be heard by the Area Manager within fourteen (14) calendar days of receiving the written appeal. This time may be mutually extended to accommodate travel and scheduling considerations. The Area Manager will respond in writing to the grievance within fourteen (14) calendar days following the hearing. This time period may be extended by mutual agreement. In the event VWNA does not respond within the specified time limits, the grievance is denied and may be appealed to the next step.

Step 3. The grievance will be heard by the Director, Human Resources in conjunction with the Vice President of Operations within fourteen (14) calendar days of receiving the written appeal. This time may be mutually extended to accommodate travel and scheduling considerations. The Director, Human Resources will respond in writing to the grievance within fourteen (14) calendar days following the hearing. This time period may be extended by mutual agreement. In the event the Company does not respond within the specified time limits, the grievance is denied. Subsequently, the Union will have thirty (30) calendar days to submit to the Company a written request for Arbitration. In the event that the Union does not submit this Arbitration request within the thirty (30) calendar days the grievance will be considered closed by both parties.

VWNA shall have the right to use the grievance and arbitration procedure with respect to any grievance which VWNA may have against the Union or any of its members. Such action shall be initiated by a letter from the VWNA to the Union.

Section 22.02. Arbitration. If VWNA and the Union are unable to informally agree upon an arbitrator, they shall immediately jointly request the Federal Mediation Conciliation Services (FMCS) to submit a panel of seven (7) arbitrators. Each party shall have the right to reject one (1) panel. The grieving party shall strike the first name from the final list, the other party shall then strike a second name, and so forth, and the last remaining person shall be the arbitrator.

All arbitration hearings shall be conducted in the project area unless the parties mutually agree otherwise. The arbitrator shall conduct the hearing in accordance with the Rules of the FMCS unless otherwise expressly provided by this Agreement.

The arbitrator may only hear and determine one grievance at a time without the express agreement of VWNA and the Union.

Either or both parties may submit written briefs within a time period mutually agreed upon.

Section 22.03 The arbitrator shall rule only on the basis of relevant evidence presented in the hearing before him and shall refuse to receive any information after the hearing except when there is mutual agreement, in the presence of both parties. He shall have no authority to make a decision on an issue not submitted to him. He is further without authority to amend, modify, nullify, add to, or subtract from any provision of the Agreement or to make a decision that is contrary or inconsistent

with applicable laws or regulations. In grievances involving the discipline or discharge of any employee, the arbitrator's jurisdiction and authority shall be limited to deciding whether there is reasonable cause to believe the employee committed the offense for which the discipline or discharge was imposed and/or whether VWNA followed the steps of discipline set forth in Section

21.01. In the event that a grievance under the contractual grievance procedure alleges a violation of Article 5, Equal Employment Opportunity, and such grievance is not resolved or otherwise terminated before the arbitration step, VWNA and Union will stipulate on the record that the arbitrator in deciding this discrimination issue may apply settled law under the applicable federal, state or other applicable law. The parties agree that the power and jurisdiction of any arbitrator chosen hereunder shall be limited to deciding whether there has been a violation of a provision of this Agreement and, if so, the appropriate remedy.

Section 22.04. Arbitration Awards. The arbitrator may not make retroactive awards or settlements beyond the date on which the written grievance was first presented to the Project Manager.

The arbitrator shall render his award within thirty (30) days after the close of the hearing or the submission of any written briefs presented by the parties, whichever is later.

Section 22.05. Both parties shall pay an equal share the fee of the arbitrator. All other expenses incurred by either party, including but not limited to representation fee, witness fee or transcript requested by one party, shall be paid by the party incurring the expense. In the event a transcript is used by both parties, the expenses for the transcript shall be split equally by the parties. The arbitrator's decision shall be final and binding subject to the limitations and authority set forth in State or Federal Law, or contained in this Agreement.

Section 22.06. Time Limitations. The time limitations set forth above may be extended only upon mutual written agreement of the parties.

Section 22.07. Non-Waiver. Notwithstanding any other provision of this Agreement, submission to arbitration of a grievance shall not be deemed a waiver of the right of VWNA or the Union to contend before the arbitrator that the matter is not arbitrable.

## ARTICLE 23, STRIKES AND LOCKOUTS

Section 23.01. During the term of this Agreement there shall be no strike, slowdown, or refusal to work by employees of the Company. Any claimed violation of the above shall be considered a dispute under the terms of this Agreement; and in addition to any other rights the Company may have, it may elect to have such dispute submitted immediately to final and binding arbitration by joint letter of the Company and the Union to the FMCS. The Company agrees that during the term of this Agreement it will not engage in a lock out of its employees.

## ARTICLE 24, UNION STEWARD

Section 24.01.

- A. The UNION shall select a Workman's Committee composed of 2 employees from the above described bargaining unit.
- B. Representatives of the management of the COMPANY shall meet with the Workmen's Committee at regular monthly intervals for discussion of individual or mutual problems and to dispose of questions arising under this Agreement. Controversies which do not involve the terms or application of this Agreement may be subject for discussion at any such meetings.
- C. The COMPANY will recognize certain employees selected from each department as Stewards, whose duties as Stewards shall be to represent the UNION in matters

of contract interpretation between employees and management. Such duties shall not interfere with performance of work unless approved by management. The UNION shall furnish to management the names of all Stewards and their alternates and shall notify management of any change.

- D. Grievance Committee shall be recognized for the purpose of meeting with representatives of management in the settlement of grievance as specified in Section 3.04 and Section 22.01. Grievance Committee shall be composed of an aggrieved employee, such employee's Steward, the UNION business Agent.
- E. If plant operations permit, employees will, upon application to the appropriate supervisor, be permitted, during working hours and without loss of time or pay, to confer with management representatives or with representatives of the UNION on matters relating to employer-employee relations.
- F. Negotiations - When a meeting is arranged between the Union's and the Company's Negotiating Committees, the members of the union's Negotiating Committee will, upon their request, be excused for all or a portion of their regular scheduled hours on the workday on which the meeting is held, in order to allow them to hold necessary conferences with their committee members and to attend the meeting. The Company will pay these members wages as time worked.

Section 24.02 Authority of Stewards. The Union Business Representative may appoint a steward or alternate whose duties shall be limited to ascertain whether employees are complying with the Union membership requirements set forth in Article 4, Union Security, and to handle employee grievances. In no event under this Agreement shall any steward have the authority to call a strike or work stoppage or interfere with work in progress.

## ARTICLE 25, OUTSIDE EMPLOYMENT

Section 25.01. Since VWNA is the primary employer, employees are required to obtain the approval of the Plant Manager prior to accepting other employment. However, the Plant Manager shall not withhold approval unless VWNA determines that the other employment is with a competitor or potential competitor of VWNA or represents an actual or potential conflict of interest with our Client.

## ARTICLE 26, VALIDITY

Section 26.01. Should any part of, or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation the parties agree to immediately meet to negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

## ARTICLE 27. MISCELLANEOUS AND GENERAL

Section 27.01. The Company agrees to furnish flashlights in all departments requiring same; these are to be maintained in good working order by the Company.

Section 27.02. Designated smoking areas are provided for the convenience of the employees, and smoking is strictly prohibited in any other locations within the refinery premises.

Section 27.03. The Union shall have the exclusive use of bulletin boards designated by the Company, and said boards shall be kept locked at all times and the keys retained by the Union. The boards will be available for posting notices or bulletins pertaining to Union business of the employees, provided such notices and bulletins before posting shall be approved by the signature of the Chairman of the Workmen's Committee.

Section 27.04. The Company will provide an annual boot allowance of \$150.00.

**FORVWNA:**

**FOR THE UNION:**

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## APPENDIX, DRUG AND ALCOHOL POLICY

This Appendix is hereby incorporated into and made a part of the Collective Bargaining Agreement between VWNA and Local No. 351, International Union of Operating Engineers effective from 4/1/09 through 3/31/12.

### A Introduction

VWNA believes that we have an obligation to provide a safe work environment for all of our employees, as well as a productive work force for our clients. Throughout the industry, substance abuse has been linked to numerous on-the-job accidents and injuries. Employees not only endanger themselves when they are impaired, but also their fellow workers and the public.

Our goal is to maintain a work environment that is free from the effects of the use of controlled substances and the consumption of alcohol. The presence of controlled substances or alcohol on the job and their influence on employees during working hours are inconsistent with these objectives. In accordance with our goal of providing a safe and productive work environment and consistent with the Federal Department of Transportation (DOT), OSHA and state regulations, this comprehensive Drug and Alcohol Policy has been adopted.

### B. Definitions

**Drug or controlled substance** means any substance, natural or artificial, which is prohibited or regulated by federal or state law, including any mood-altering substance or any substance that affects the brain or central nervous system.

**Possess** means to have on one's person or in one's personal effects or under one's control.

**Prescribed drug** means any substance prescribed for an individual's consumption by a licensed medical practitioner that could potentially impair an employee's fitness for duty.

**Impairment** is the physical and/or mental inability to function at normal decisive and productive levels.

**BAC** is blood alcohol content.

**Company property** includes property owned, leased, controlled or managed by the Company, including all project sites and parking lots. It also includes all vehicles and equipment owned or leased by the Company, whether on or *off* our physical property of project sites.

### C. Prohibited Conduct

The following conduct is strictly prohibited and any employee who engages in such prohibited conduct is subject to discharge:

1. The possession, use, buying, selling, manufacture or exchange of controlled substances, controlled substance paraphernalia or alcohol on Company or client property or equipment at any time or during working time, including meal and break periods.
2. Reporting for work or returning to duty following breaks while impaired by the use of controlled substances as evidenced by a positive urine test, based upon threshold limits specified in the DOT Regulations.

3. Reporting for *work with* an alcohol *concentration* of 0.04% or more as measured by a breathalyzer and/or BAC test, or the level set forth in the DOT Regulations, whichever is less.
4. Failing to fully cooperate *with* any aspect of the Company's enforcement of this drug and alcohol policy, including but not limited to, refusing to submit to required urinalysis or BAC testing, adulteration, switching or otherwise tampering with a test sample, inspections, professional evaluation for substance dependency or failing to comply with rehabilitation conditions imposed by the Company or appointed rehabilitation counselors.

D. Prescribed Medication

Employees who, under a physician's care and prescription, use a controlled substance (except for methadone which is banned under these circumstances), shall carry the substance in the original container, name of the doctor prescribing the contents and pharmacist's identification thereon, and may be required to provide documentation from said physician.

Any employees using a prescription drug that could potentially impair the employee's fitness for duty, shall inform the Medical Review Officer (MRO) at of such drug use. The MRO shall advise the Project Manager only if the use of the prescription drug could impair the employee's fitness for duty. For the safety of all employees, VWI'JA may place employees using an impairing prescription drug in a less hazardous job assignment or place them on temporary medical leave until certified by the MRO as fit for duty.

VWNA reserves the right to have its MRO:

1. Determine if the use of the prescription drug impairs mental or motor function or produces other hazardous effects to the employee, VWNA, or to the public; and
2. Restrict the quantity of the prescription drug the employee is allowed to bring to the workplace.

Although the use of a prescribed medication as part of a medical treatment program is not grounds for disciplinary action, failure to report the use of such substances as outlined above or use which is inconsistent with a prescription Will subject an employee to disciplinary action, including discharge.

E. Mandatory Testing

Unless otherwise prohibited by law, the urinalysis testing for drugs and Breathalyzer and/or BAC testing for alcohol is required on the following occasions:

1. Pre-employment

Due to the potential hazards of the work performed by VWNA and potential public and environmental impact, all applicants must undergo a drug urinalysis and Breathalyzer test for alcohol. If an applicant refuses to be tested, or has a verified, confirmed-positive drug test result or has an alcohol concentration test result of 0.04% or more, VWNA will eliminate the applicant from consideration for current employment.

2. Reasonable Suspicion Testing

If an employee exhibits in the presence of 2 VWNA supervisors, if possible, or if ~~ot~~ possible, then in front of one (1) such supervisor, inappropriate behavior, demonstrates performance problems, or there is other evidence to susp ct an employee is under the influence of controlled substances or alcohol, or detection by a VWNA supervisor of the odor of alcohol, or the odor of manJuaa on t e employee's breath or person, or the observation of circumstances conststent with

*the* possession, use, *buying*, selling or manufacture or exchange of controlled substances or alcohol, the employee shall be subject to a controlled substance test and/or BAC test. Once a determination to conduct a test has been made, the test will be administered immediately.

In the event that VWNA tests an employee in accordance with this Section, (reasonable suspicion testing) and the employee tests positive, it shall be deemed conclusive that reasonable cause existed for VWNA to require the employee to submit to the test.

3. On the Job Injury or Accident

The employee sustained a reportable on-the-job injury requiring treatment other than on-site first aid, or was involved in an accident or a near-miss accident on the job due to apparent negligence.

4. Returning From Leaves or Layoff

Employees returning from military leave, disability leave, other leaves of absence, or layoff in excess of 60 days, shall be subject to a controlled substance test and/or BAC test.

5. State or Federally Mandated Testing

Employees will be required to submit to testing when required by State or Federal laws or regulations, including the Department of Transportation which requires random drug testing, post-accident testing, return to duty and follow-up testing.

6. Systematic Periodic Testing

Systematic periodic testing without notice as determined by VWNA.

F. Testing Procedures

All controlled substance testing and alcohol testing will be performed by an independent laboratory certified in accordance with the Federal Department of Health and Human Services Guidelines. All positive initial controlled substance test results will be confirmed by a gas chromatography/mass spectrometry (GC/MS) test. VWNA will comply with applicable state and federal laws regulating testing procedures and specimen collection. The test results shall be reviewed by the Medical Review Officer before they are reported to the Company as positive to determine if there is an alternative medical explanation for a confirmed-positive test result. The Medical Review Officer shall be a licensed physician with knowledge of controlled substance and alcohol abuse and will be utilized to interpret and evaluate a donor's positive test results together with their medical history and other relevant biomedical information. The Medical Review Officer will offer the donor an interview which will be an opportunity to discuss the test results. The Medical Review Officer will report verified positive controlled substance test results and/or positive alcohol test results to authorized VWNA management.

Employees are required to respond immediately to the Medical Review Officer's inquiries and provide any required information or records to the Medical Review Officer.

If the confirmatory test result is negative or the Medical Review Officer determines, after review, that a legitimate medical explanation exists for the positive test results, no further action will be taken and the employee will be paid for their time lost from work. If, however, the confirmatory test result is positive and the review indicates that no legitimate medical explanation exists, other than the unauthorized use of a prohibited substance, the Medical Review Officer shall refer the individual's

results to the designated VWNA representative for further proceedings in accordance with VWNA's drug and alcohol *policy* and applicable law.

In the event a positive test is confirmed, the employee has the right to have the original sample re-tested, upon written request, within seventy-two (72) hours of their receipt of a final test result from the Medical Review Officer. The employee may designate re-testing by the original laboratory or another laboratory certified by the Department of Health and Human Services. Except as otherwise required by law, VWNA will require the employee to pay the cost of such re-analysis in advance, subject to reimbursement if the re-test is negative.

#### G. Leaves of Absence for Rehabilitation Assistance Prior to Testing

Employees who have alcohol and/or drug dependency problems, or feel they may have such problems, are encouraged to contact the Project Manager or pursue employee assistance. Although the Company will support voluntary treatment efforts for employees with drug and alcohol dependency problems, it is an employee's responsibility to pursue treatment before dependency problems result in unsatisfactory performance, attendance or safety records and before the employee violates this policy. Rehabilitation will not affect any disciplinary actions. Enrollment in a rehabilitative assistance program may not be used as a means of avoiding responsibility for one's actions and will not be a consideration when other disciplinary action is pending.

When an employee, for the first time, voluntarily reports to the Project Manager that he has a drug or alcohol dependency problem and seeks assistance, the employee will be placed on a leave of absence or adjusted working hours to allow for in-patient or out-patient rehabilitation treatment in accordance with applicable employment policies. The employee will not be permitted to work until such time as the VWNA appointed Substance Abuse Professional (SAP) certifies the employee has controlled the problem and is able to safely perform the job assignment.

An employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in the attached written Rehabilitation and Return to Work Agreement.

An employee will be permitted job protection and rehabilitation only one time, unless otherwise required by law. Any further violation of the Drug and Alcohol Policy or Rehabilitation and Return to Work Agreement will result in discharge. The Company's financial participation in rehabilitation will be limited to accrued sick leave and medical benefits provided under the collective bargaining agreement. Additional counseling and treatment will be at the expense of the employee.

#### H. Confidentiality

The Medical Review Officer will receive all drug test results and, upon review, will notify the designated VWNA official of negative or confirmed-positive results. Test results and other information concerning drug and alcohol investigations will be treated with confidentiality and disclosed only on a need to know basis to the extent necessary to enforce this program and respond to any employee claims, concerns or grievance regarding enforcement.

#### I. Inspections

When VWNA believes there is a reasonable suspicion that an employee is in violation of this Drug and Alcohol Policy, all personal items such as bags, packages and lunch boxes being carried to or removed from Company property are subject to inspection. This right to inspect includes inspection of personal vehicles parked in Company parking lots and adjacent areas.

Likewise, all Company property, including desks, equipment, computers, lockers and vehicles will be subject to search with or without reasonable suspicion and without notice at any time.

When feasible, required inspections will be conducted by two management or supervisory employees in the presence of the employee and union steward.

No one will be forcibly searched or detained. Every *effort* will be made to respect reasonable integrity and privacy. Refusal to cooperate with investigations and/or testing procedures will, however, be considered evidence of a violation of this policy and will subject an employee to discipline, up to and including discharge.

*All prohibited* substances or drug paraphernalia found *in* or on Company property *will be released to* a law enforcement agency.



**REHABILITATION AND RETURN TO WORK AGREEMENT  
LAST CHANCE AGREEMENT**

I, !Print Name! , understand that my continued employment with Veolia Water North America (VWNA) is subject to the following requirements:

1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, if necessary, and further agree to immediately enroll in and complete an inpatient or outpatient rehabilitation program as recommended by the counselor and approved by VWNA.  
  
If inpatient treatment is recommended and approved, I will be placed on an unpaid leave of absence. If outpatient treatment is approved, I will notify the Project Manager of my treatment schedule and remain available for work assignments upon request.
2. I agree to comply with and complete all conditions of treatment and any after-care or follow-up counseling recommended by my rehabilitation counselor(s).
3. VWNA has my permission to communicate with my physician(s) and counselor(s) regarding my enrollment, progress and completion of rehabilitation. VWNA also has my permission to verify my attendance at meetings and compliance with all treatment, after-care and follow-up recommendations.
4. I agree to immediately notify VWNA after I have completed my treatment program.
5. I understand that I will be subject to return to duty and follow-up random testing as determined by VWNA for controlled substances/alcohol for a period of twenty-four (24) months following my completion of the rehabilitation program or as otherwise required by DOT Regulations. A positive test result or refusal too fully and immediately cooperate with a testing request will result in my immediate termination.
6. I agree to comply with VWNA's Drug and Alcohol Policy and specifically agree to refrain from the use of controlled substances and/or alcohol consistent with my rehabilitation program