

**CONTRACT**

**Between**

**Bechtel Jacobs Company LLC  
and its Subcontractor**

**Energy Solutions, Inc.**

**at the  
OAK RIDGE NATIONAL LABORATORY  
Oak Ridge, Tennessee**

**and**

**ATOMIC TRADES AND LABOR COUNCIL  
AFL-CIO  
Oak Ridge, Tennessee**

**March 10, 2009 - June 29, 2013**



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## CONTRACT

This Contract is made and entered into by and between Bechtel Jacobs Company LLC, Oak Ridge National Laboratory, its successors or assigns, hereinafter called the "Company," and the Atomic Trades and Labor Council AFL-CIO, hereinafter called the "Union."

The Contract between the Company and the Union shall become effective 4:00 p.m., March 10, 2009, and will expire 4:00 p.m., June 29, 2013, is amended as follows.

### ARTICLE I APPLICATION AND PURPOSE OF CONTRACT

**Section 1 - Application.** This Contract applies only to the employees hereinafter defined as being included in the bargaining unit of the Oak Ridge National Laboratory, located in the Oak Ridge area, and operated by the Company for the Department of Energy.

**Section 2 - Purpose.** The purpose of this Contract is to set forth the complete agreement between the Company and the Union as to the rates of pay, hours of work, and other conditions of employment to be observed by the parties, except as may be amended hereafter by written mutual agreement of the parties.

### ARTICLE II RECOGNITION

**Section 1 - Recognition.** The Company recognizes the Union as the exclusive bargaining agent with respect to rates of pay, wages, hours, and other conditions of employment for the employees in the recognized bargaining unit as set forth below.

The term employee shall include all production, process, maintenance, cafeteria, laundry, janitorial, transportation, stores and receiving employees, and fire protection inspectors. The term employee as used in this document does not include supervisory, office clerical, professional, technical, glassblowers, laboratorians, Guard Department employees, and drafting personnel.

At the time of hiring, a new employee whose job classification is included in the bargaining unit will be notified by the Company that the Union is recognized by the Company as the exclusive bargaining agent for the employees defined above.

**Section 2 - Check Off of Union Membership Dues.** The Company agrees to deduct Union membership dues from the wages of each employee who furnishes the Company with a written assignment and authorization to deduct such Union membership dues from his or her wages each month and to remit such membership dues to the Union. The membership dues shall be in such amount as the Union certifies in writing to the Company to be the monthly membership dues of the local union to which the employee belongs. Such check off of membership dues shall continue for the term of this Contract unless withdrawn in writing by the employee during a fifteen (15) day period beginning April 1 each year, with a copy of such withdrawal sent to the Union by registered mail. An employee at any time may change his or her authorization for membership dues deductions from one class of dues to another class of dues within the Union. Such action invalidates the prior authorization. Any employee dropped by the Union from membership in the Union may cancel his or

her dues deduction authorization at any time by notifying the Company in writing with a copy to the Union. It is understood that the membership status noted in the preceding sentence is subject to confirmation by the Union.

The dues assignment and authorization form shall read as follows:

To: Bechtel Jacobs Company LLC  
Oak Ridge National Laboratory

**ASSIGNMENT AND AUTHORIZATION  
OF  
UNION MEMBERSHIP DUES**

I, \_\_\_\_\_, Dept. No. \_\_\_\_\_, Badge No. \_\_\_\_\_, a member of \_\_\_\_\_, a local union affiliated with the Atomic Trades and Labor Council of Oak Ridge, Tennessee, and an employee in the bargaining unit, hereby cancel any and all authorizations heretofore given to you to deduct my Union membership dues from my earnings.

I hereby assign to the Atomic Trades and Labor Council, during the time that I am continuously an employee in the bargaining unit on the payroll of Bechtel Jacobs Company LLC, Oak Ridge National Laboratory, such amount as the Atomic Trades and Labor Council certifies in writing to the Company to be the periodic membership dues of my local union. I authorize you to deduct such amount from my wages on the third pay day of each month as dues for the following month and to remit the same on my account to the proper officials of, and designated by, the Atomic Trades and Labor Council.

This assignment and authorization may be canceled or revoked pursuant to the provisions of Article II of the Contract between the Company and the Union.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Code \_\_\_\_\_

**Section 3 - Company Recognition.** The Union recognizes that the Company shall exercise the exclusive responsibility for the management of the Oak Ridge National Laboratory and the selection, assignment, and direction of the working forces. Such responsibility shall include the right to determine job content and qualifications of employees to perform work, and the right to adopt and enforce reasonable rules and regulations for efficient operations; provided that the Union rights set forth in this Contract, including the use of the Grievance Procedure and Arbitration, shall not be abridged, curtailed, or modified by this clause.

**Section 4 - Anti-discrimination.** Both the Company and Union agree that the provisions of this Contract shall be applied to all employees without regard to any individual's race, color, religion, sex, or national origin. Nor will there be discrimination against any employee because he/she is handicapped, a disabled veteran or a veteran of the Vietnam Era, as these terms are used in applicable Federal Statutes, including the Americans with Disabilities Act.

**Section 5 - Separability.** In the event that any section or sections of this Agreement may be declared illegal, such section or sections shall be considered separate and apart from the remaining sections of

this Agreement and shall be declared null and void. Such consideration and declaration shall not affect the remaining sections of this Agreement. In such event the Company and the Union agree to commence negotiations immediately in regard to the subject matter of the separated section or sections.

### **ARTICLE III GRIEVANCE PROCEDURE**

**Section 1 - Stewards and Grievance Committee.** The Company agrees to recognize a reasonable number of employees properly certified as Union Stewards for the purpose of representing employees in the Grievance Procedure.

The Company also agrees to recognize a Union Grievance Committee, not to exceed six (6) members, three (3) of whom shall be regular employees. The remaining members may be representatives of the Union or its affiliates. The Union Grievance Committee will function in the adjustment of grievances in Step 3 described in Section 3 of this Article.

The Union will notify the Company of any changes in the personnel of the Stewards or the Grievance Committee.

**Section 2 - Discussion.** Any employee may discuss with his or her immediate supervisor any matter which he or she feels requires adjustment.

**Section 3 - Grievance Procedure.** Any grievance arising under the terms of this Contract or an alleged violation thereof shall be handled in the following manner:

**Step 1.** Any employee, or group of employees, having a grievance shall first take the matter up with his or her Steward, who shall attempt to adjust the matter with the employee's supervisor. Unless settlement is reached within two (2) days, the grievance may be carried to Step 2.

**Step 2.** If the grievance has not been settled in Step 1, it shall be referred to the Chief Steward and the Department Superintendent. If either party desires, the aggrieved employee, the Steward, or the supervisor may be present. Unless settlement is reached within two (2) days, the grievance may be carried to Step 3.

**Step 3.** If not satisfactorily settled in Step 2, the grievance shall be reduced to writing and submitted on a form mutually agreeable to the Company and Union for possible settlement in a meeting between the Union Grievance Committee, Labor Relations and other Company representatives. Such meeting shall be held within seven (7) days from the date grievance is received. The Company's answer shall be given within fifteen (15) days after the meeting and shall be in writing. If no agreement is reached and the matter is subject to arbitration, it may be referred to arbitration in accordance with Article IV.

A grievance contesting a suspension or discharge may be initiated in Step 3 of the Grievance Procedure. When two (2) or more grievances are filed concerning the same incident, the grievances may be combined when reduced to writing and appealed to Step 3.

It is understood that the provisions of the Labor-Management Relations Act shall be applicable to the above-described Grievance Procedure.

**Section 4 - Time Limits.** Any grievance not taken up with the employee's supervisor within fifteen (15) days after the occurrence of the incident complained of cannot be processed through the Grievance Procedure. A decision by the Company at a step in the Grievance Procedure which is not appealed to the next higher step in the Grievance Procedure within five (5) days after the decision has been rendered by the Company, or to arbitration within the time limits specified in Article IV, will be considered to have determined the particular grievance. The Union's failure to carry a grievance from one step to the next or to arbitration within the specified time limits shall be without prejudice to the Union's rights to process the same subject matter (although not the very same case) in another grievance. All time limits noted in this Article are exclusive of Saturdays, Sundays, and holidays. Extensions may be made by mutual agreement.

**Section 5 - Pay for Grievance Time.** Stewards and employee members of the Union Grievance Committee may assist in the settling of grievances under this Article, without loss of pay, provided that satisfactory arrangements can be made by the supervisor for handling their work before leaving their jobs for the purpose of handling grievances.

#### **ARTICLE IV ARBITRATION**

Any controversy which has not been satisfactorily adjusted under the Grievance Procedure and which involves:

1. the discharge of an employee, or
2. the interpretation of provisions of this Contract, or
3. an alleged violation of the Contract

may be submitted for settlement to the Arbitration Committee within fifteen (15) days after the final action taken under the third step of the Grievance Procedure. The Arbitration Committee shall be composed of one member selected by the Union, one member selected by the Company, and an impartial third member who shall serve as Chairperson. The Chairperson shall be selected from a current list of 26 professional arbitrators who are registered with the Federal Mediation and Conciliation Service. This list will be allowed to reduce by attrition to a permanent number of 21. In the event the number falls below 21, the parties will mutually select replacements from FMCS registered arbitrators. Selection of the Chairperson will be made from the alphabetical listing using the top five names. The Union narrows the five-name panel to four names; the Company further narrows the panel to three; the Union to two; and the Company to one who shall be the Chairperson. In selecting a Chairperson for a subsequent arbitration case, the previously used panel of five names will be placed in the same order at the bottom of the list. Each party shall bear its respective expenses, and the expenses incident to the services of the third party shall be borne equally by the Company and the Union. If either party insists on filing post-hearing briefs, the briefs will be filed within fourteen (14) calendar days after the date of the hearing. The Arbitration Committee shall be requested to render an opinion and award within thirty (30) calendar days after the date of the hearing, or if post-hearing briefs are filed, within thirty (30) days after the briefs are received by the Chairperson of the Arbitration Committee.

Any grievance which has not been scheduled for arbitration within two (2) years after the date of appeal will be considered to be withdrawn on the basis that neither the grievance, the answer, nor the method of resolution will be used by either party in the future.

It is understood that the time limits set forth in this Article may be extended by mutual consent. The decision of the majority of the Arbitration Committee shall be final and binding on both parties.

The Arbitration Committee shall not have the power to add to, to disregard, or to modify any of the terms of this Contract.

## **ARTICLE V SENIORITY**

**Section 1 - Seniority Classification.** The seniority of each employee is his or her relative position with respect to other employees in accordance with the seniority groups in Appendix A, attached hereto and made a part hereof.

An employee otherwise classified as an Apprentice shall, upon completion of his or her apprenticeship and promotion to the craft, be credited with one year of seniority in the seniority group in which his or her respective job classification is listed.

**Section 2 - Seniority Administration.** The seniority of employees as set forth in the seniority list dated February 2009, shall be retained and made applicable to the seniority groups as shown in Appendix A.

Seniority of employees shall be determined from the date of entrance into a seniority group and shall accumulate in that group, except as provided below.

**Section 3 - Loss of Seniority.** Seniority shall be lost by an employee under the following circumstances:

1. When the employee is discharged by the Company.
2. When the employee quits the service of the Company upon the employee's own volition. When an employee absents himself or herself from work for a period of five (5) days without notification to the Company he or she will be considered to have voluntarily quit unless in the opinion of the Company the absence is justifiable.
3. When laid off for a period exceeding forty-eight (48) months without being recalled.
4. When an employee overstays an authorized leave of absence without receiving an extension of time.
5. When an employee does not properly report when recalled from layoff, as set forth in Section 11 of this Article.

**Section 4 - Probationary Employees.** A new employee shall be considered a probationary employee for the first three (3) months of employment, and at the end of that period, if retained, his or her name shall be placed on the seniority list and his or her seniority shall start from the original date of hiring. The probationary status of new employees in the crafts or operator classifications may be extended for a period not to exceed thirty (30) days by mutual agreement.

The probationary period for Nuclear Reactor Controller is six (6) months.

The Union may represent such probationary employees on wages, hours, and conditions of employment, but it is agreed that the termination of employment of such employees during the probationary period shall not be subject to the Grievance Procedure, including arbitration.

**Section 5 - Seniority Lists.** The Company agrees to compile and furnish semiannually to the Union sufficient copies of a seniority list showing the seniority of each employee in the bargaining unit.

**Section 6 - Permanent Transfers.** When employees are transferred permanently from one seniority group to another, they shall retain their seniority in the seniority group from which they came for a period of twelve (12) weeks. After twelve (12) weeks their original group seniority shall be abolished and their seniority shall date from transfer to the new seniority group. Seniority may be restored in accordance with Section 10 of this Article.

**Section 7 - Temporary Transfers.** For the purpose of this Article a temporary transfer shall be one of less than four (4) weeks duration and a permanent transfer shall be one of more than four (4) weeks duration. It is understood that extensions may be made by agreement to take care of unusual cases. If a temporary transfer extends beyond four (4) weeks duration without a mutually agreed to extension, the employee so transferred will cease to be transferred, and the Company will ascertain whether a permanent vacancy exists. If a permanent vacancy exists, it will be filled in accordance with Section 9 of this Article.

In case employees are temporarily transferred from one seniority group to another, their seniority in the group from which they were transferred shall not be interrupted. In the event that a temporary transfer becomes permanent, the provisions of Section 6 of this Article shall apply.

**Section 8 - Promotions.** Promotions of employees within the bargaining unit shall be made on the basis of qualifications to perform the work and seniority. If qualifications to perform the work of the job classification are considered equal, the senior employee shall be given preference. Determinations made by the Company relative to the qualifications of an employee shall be subject to the Grievance Procedure and arbitration on the question of whether or not the employee is in fact qualified.

**Section 9 - Job Bidding.** The following procedure shall apply to the filling of vacancies or new jobs that may occur in the classifications included in the bargaining unit:

- a. Employees in job classifications where reduction-in-force (RIF) notices are in effect will be given consideration for existing or new bargaining unit openings in accordance with their qualifications and seniority. Under special circumstances of a RIF, the Company and Union may agree to expedite the job bid process when a vacancy exists.
- b. When a vacancy occurs in a classification that cannot be filled from within the seniority group, such vacancy shall be posted for plant-wide bidding. Such a vacancy shall be filled on the same basis as that outlined in Section 8 of this Article. The Union will be notified in advance of a promotion within a seniority group.
- c. The bulletin announcing such a vacancy shall be posted for seven (7) calendar days and shall show the job title, hours of work, rate of pay, and shall provide space for the listing of the applicant's name and payroll number. The bulletin shall show the closing date.
- d. When necessary, the job that is posted may be filled temporarily prior to the transfer of the employee definitely awarded or assigned to the job.

- e. An employee selected to fill a new job or vacancy will be given a reasonable time, not more than twelve (12) weeks, with proper instructions, to learn the job before final decision is made of his or her ability to handle the job.
- f. If it develops before the end of the twelve (12) week period that the employee is not capable of handling the new job, the employee shall be entitled to return to his or her former job with former status.
- g. When an employee who applied for a job is awarded such job, the Company will not be required to accept his or her application for another job unless twelve (12) months have elapsed from the time he or she was awarded the new job.
- h. If no applicant has the qualifications required for the vacancy or new job, or if there be no applicant, the Company may assign a qualified employee from outside the bargaining unit, subject to other provisions of this Agreement, or hire a person qualified to fill the job.
- i. A bulletin announcing the disposition of each job bid which had one or more eligible bidders shall be posted for seven (7) calendar days. The name and seniority date of each successful bidder will be shown. If there are no successful bidders, the bulletin will so indicate.
- j. Where there is more than one successful bidder on the same job bid, promotion will be in order of seniority.
- k. A successful bidder will be released within a reasonable time. Providing the job is not canceled and the employee is not released within thirty (30) calendar days of posting the successful bidder, the bidder will then be reclassified, paid the new rate and given a new seniority date. The twelve (12) week trial period will begin when the employee is transferred and assigned to work in the new classification.
- k. Only the bidder's work experience which appears in his or her personnel folder at the time of the bid review will be considered in determining the bidder's qualifications.

**Section 10 - Layoffs.** When decreasing the work force, probationary employees assigned to the seniority group affected shall be the first to be laid off. When it becomes necessary to lay off employees in any seniority group, the employees having the least seniority in the seniority group shall be laid off first, provided the senior employee so retained has the necessary qualifications to perform the work available.

Employees who are to be laid off from their present seniority group and who have acquired a minimum of one (1) year seniority in a former seniority group shall be entitled to return to the classification within the former group to which they were last assigned provided their restored seniorities in the former group are sufficient to displace less senior employees in that classification and provided the returning employees are able to perform the duties of the classification to which they are returning. Restored seniority shall be determined on the basis of the period of time the employees accumulated seniority in the former group to which they are returning. In the event a minimum of one (1) year seniority was acquired in more than one former seniority group, restoration will be permitted in reverse order of succession. Under no circumstances will an employee be entitled to return to a vacant classification, or to Helper and Apprentice Seniority Groups, or to any seniority group in which seniority was acquired prior to loss of seniority for any reason. Further, seniority in a

former seniority group shall be restored only if the employee was promoted out of such group after June 22, 1972.

**Section 11 - Recall Rights.** Any individual who actually has a written layoff notice in hand will be placed on his/her respective recall list upon departure from that classification with the exception of those individuals who may transfer to any Energy Systems salaried position or who may exercise bump back rights to a previous bargaining unit classification. Any individual who has bump back rights will be given a reasonable time to exercise such rights. Once this decision is made the individual will not be permitted to change decisions. Individuals so situated will be informed of this mechanism during initial communications.

**Section 12 - Rehiring.** Rehiring shall be in reverse order of layoffs, subject to the Company's need for employees to perform the work available. Employees being recalled shall be notified by certified letter, return receipt requested, mailed to the last address on record in the Company files. If the Company does not receive a reply to said letter from the employee within six (6) days from the date of its delivery as shown on the return receipt, or the employee does not report for work within five (5) days after he or she has agreed to report, the employee will be considered to have forfeited all rehiring rights. A copy of the recall notice sent the employee will be given to the Union. In cases where the senior employee does not report for work, the Company may notify other employees, in turn, on the seniority list until the required number of employees are available. In case of an emergency, the Company may temporarily fill any vacancy without waiting for any period of time to expire. After the emergency has expired, such vacancies will be filled according to the regular procedure.

**Section 13 - Seniority During Absences.** Employees will continue to accumulate seniority when absent due to disability.

When laid off an employee will be retained on the recall list for a period of forty-eight (48) months, during which time seniority shall be accumulative for forty-eight (48) months.

Seniority will also be accumulated during leaves of absence in accordance with Article VI of this Contract, and for other approved absences for other personal reasons not in excess of thirty (30) days.

## **ARTICLE VI LEAVES OF ABSENCE**

**Section 1 - Short Term Leave.** Upon official request of the Union, employees duly designated by the Union or any of its affiliates shall be granted a reasonable number of leaves of absence without pay, not exceeding fifteen (15) calendar days consecutively, to attend conventions or other pertinent business of the Union or its affiliates provided that such leaves of absence shall not substantially interfere with Company operations. It is agreed that ten (10) days notice of such leaves of absence will be given except in emergencies, and that not more than ten (10) employees shall be absent at any one time for such purpose, except by special request of the Union; and if conditions will permit, this number may be increased by permission of the Company. Such leaves of absence shall not affect the seniority of the employees.

**Section 2 - Extended Leave.** Upon official request of the Union, any employee duly designated by the Union or any of its affiliates to perform duties on its behalf for an extended period of time to conduct local Union business shall be granted a leave of absence, without pay, for such purpose,

provided that such leave of absence shall not substantially interfere with Company operations. Upon the employee's retirement from such office, he or she shall be entitled to return to the old position, or a position of the same job classification, without loss of seniority, provided he or she reports for work within fifteen (15) days following the expiration of leave. Any employee granted such leave of absence must return all security identification issued.

The Group Life Insurance of such an employee shall be continued in force during such authorized leave of absence in case and in such a manner as the provisions of the Company Group Life Insurance contract permit, provided he or she pays his or her share of the Group Life Insurance Premium at least monthly in advance.

**Section 3 - Union Officers and Stewards.** Upon official request of the Union, Union officers and stewards shall be allowed to take time off without pay for handling necessary Union business by making necessary arrangements with their supervisor, provided that time off shall not substantially interfere with Company operations, and provided one day's notice of such absence is given. Such time off shall not affect the seniority of the employee.

## **ARTICLE VII HOURS OF WORK AND OVERTIME**

**Section 1 - Normal Hours.** This Article is intended to define normal hours of work, and shall not be construed as a guarantee or limitation of hours of work, nor as a restriction on the Company in adjusting the working schedule to meet operating requirements.

The normal workweek for payroll purposes shall begin at 12:01 A.M. Monday and end at 12:01 A.M. the following Monday.

The normal workday shall consist of eight (8) hours of work.

The normal hours for shift work for ORNL operations are: 7:00 A.M. to 3:00 P.M., 3:00 P.M. to 11:00 P.M. and 11:00 P.M. to 7:00 A.M.

The normal hours for straight day workers are from 7:00 A.M. to 3:30 P.M.

The normal hours for evening-shift janitors are from 4:30 P.M. to 12:30 A.M.

The normal hours for the 12-hour rotating shift are 7:00 A.M. to 7:00 P.M. and 7:00 P.M. to 7:00 A.M.

Irregular shift hours may be established or continued for Cafeteria and Transportation workers. Changes in the normal hours defined above may be made by mutual agreement.

Consistent with operating requirements, the senior qualified employee in a classification will be afforded the opportunity to fill permanent vacancies on alternate shifts as they occur.

**Section 2 - Standard Overtime.** Overtime at the rate of one and one-half (1-1/2) times the regular rate of pay shall be paid as follows:

- a. For hours worked in excess of forty (40) within any normal workweek, or

- b. For hours worked in excess of eight (8) in any 24-hour period.
- c. An employee who is required to work in excess of sixteen (16) continuous hours excluding the non-paid lunch period of a day worker shall be paid two (2) times his or her regular rate of pay for all such continuous hours worked in excess of sixteen (16).
- d. An employee who is required to work overtime beyond the end of his or her scheduled shift shall receive not less than four (4) hours pay at straight time, or one and one-half (1-1/2) times his or her regular rate for such work performed, whichever is greater. It is understood that this section does not apply to an employee who may be required to remain on his or her assignment due to the absence or tardiness of another employee who is scheduled to relieve him or her.
- e. An employee who is not notified prior to the beginning of the applicable workweek shall receive not less than four (4) hours pay at straight time, or one and one-half (1-1/2) times his or her regular rate for such work performed, whichever is greater, when required to work prior and continuous to the beginning of his or her regular scheduled shift.

**Section 3 - Seventh Day.** Overtime at the rate of two (2) times the regular rate of pay shall be paid for all work performed on the seventh consecutive day worked in the normal workweek. Temporary changes in the permanent work schedules will not be made for the purpose of avoiding overtime payment.

**Section 4 - Holidays.** Premium pay at the rate of two and one-half (2-1/2) times the regular rate of pay will be paid for all work performed on the following 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
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day

Martin Luther King Jr.'s Birthday is observed on the third Monday in January; Companion to Independence Day is observed Thursday, July 2, 2009; Tuesday, July 6, 2010; Tuesday, July 5, 2011 ; and Thursday, July 5, 2012.

If any of the above holidays fall on Sunday, Monday shall be observed as the holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday. Holidays which fall on the scheduled day off of a rotating shift worker will be observed on his or her next scheduled work day following the holiday. Eight (8) hours pay at straight time will be given to all employees who are normally scheduled to work on the above holidays but who are not permitted to work by the Company. An employee who is instructed to work on a holiday but fails to report and does not have an acceptable excuse will receive no pay for the holiday. Any employee who is

required to work less than eight (8) hours on any such holiday shall receive two and one-half (2-1/2) times his or her regular rate of pay for all time worked, plus his or her straight time rate of pay for the balance of the eight (8) hours. Premium pay for the holiday will be based on the calendar day.

For the purpose of determining whether an employee is to be paid overtime at one and one-half (1-1/2) times the regular rate of pay for work performed on the sixth day of work within any normal workweek or whether an employee is to be paid overtime at the rate of two (2) times the regular rate of pay for work performed on the seventh consecutive day of work in the normal workweek, each of the eleven (11) holidays named above will count as a day worked whether or not work is performed on such holidays, provided the holidays would ordinarily have been worked by such employee. Such holidays shall not be counted as a day worked where the employee was instructed to work and failed to do so.

An employee who is called in by the Company to work on his or her observed holiday will receive not less than four (4) hours pay at straight time for work performed on the holiday.

If the 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 either an extra day of vacation with pay or a day's straight time pay in lieu thereof. Notice of the employee's intent must be given the Company at the time the vacation is scheduled.

Work performed on holidays not scheduled as regular working days will be charged as overtime.

**Section 5 - Call-In.** An employee who has left the plant and is called in by the Company to perform work outside of his or her regularly scheduled shift will receive not less than four (4) hours pay at straight time, or pay at one and one-half (1- 1/2) times his or her regular rate as overtime pay for such work performed, whichever is greater.

It is understood that two (2) times the regular rate of pay will be paid for all such work performed on the seventh consecutive day worked in the normal workweek as set forth in Article VII, Section 4.

**Section 6 - Reporting for Work.** Any employee who properly reports for work and is sent home because of lack of work shall receive a minimum of four (4) hours pay at his or her regular hourly rate, unless he or she has been previously notified not to report for work.

**Section 7 - Temporary Reclassification.** If an employee is required to work at a higher paid job four (4) or more hours without an intervening change in job assignment, he or she shall receive the starting rate of the higher classification effective as of the time such an assignment was made. If the starting rate for the new classification is the same, or less than the existing rate, he or she will receive the next higher rate in the new classification. In no case will the employee receive less than four cents (\$0.04) per hour more than the existing rate, providing the rate range of the higher classification is sufficient to permit such amount. Employees shall not be consistently required to work at such higher paid jobs for short terms of less than four (4) hours in order to avoid payment under the provisions of this section.

**Section 8 - Schedule or Shift Change.** An employee whose schedule is changed with less than forty-eight (48) hours notice shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for the first eight (8) hours worked on the new schedule. Employees may trade shifts or days off with the prior approval of their respective supervisors, provided that no overtime premium is involved.

**Section 9 - Pyramiding of Overtime.** The allowance of a premium payment, other than a shift differential, for any hour for which an employee receives compensation eliminates that hour from consideration for premium payment on any other basis.

If time worked falls under two (2) or more premium pay classifications, the higher rate shall prevail.

**Section 10 - Offsetting Overtime.** An employee shall not be required to take time off in order to offset overtime.

**Section 11 - Assigning Overtime.** The Company will assign overtime within a classification to employees as equally as practicable. A record of overtime assignments shall be kept and made available to the Union for examination.

As stated in the Memorandum of Agreement effective 4:00 P.M., June 22, 1990, the following guidelines for the keeping of overtime were agreed to by the parties:

An employee will be placed on the overtime record following completion of the probationary period and will be equated with the high of the respective record.

An employee returning to the overtime record following recall from layoff will be equated with the high of the respective record.

An employee returning to the overtime record from an inactive status will be equated with the high of the respective record.

An employee returning to the overtime record following a disability absence will retain his/her recorded hours unless the hours drop below the low active employee on the overtime list. If the hours drop below the low active employee, the returning employee's hours will be adjusted to the hours of the low active employee in the overtime group.

An apprentice entering a craft classification will be placed at the midpoint of the record based on the number of employees on the record.

An employee who receives a call-in under Article VII, Section 5 and refuses will be charged for hours refused, providing the work is performed by any employee.

An employee who refuses overtime preceding a scheduled vacation will not be charged, beginning with the last day worked preceding the vacation.

Should the accumulated overtime hours of an employee with a medical restriction(s) drop below the hours of the low employee in the overtime group without medical restriction, the hours of said employee will be adjusted to that of the low employee without restriction.

An employee who is a successful bidder on a job bid will be placed on the overtime record following successful completion of the twelve-week trial period and will be equated with the high of the overtime group.

## **Section 12 - Overtime Administration Ground Rules**

1. New employees are placed on the overtime list upon completion of their probationary period (12 weeks in the case of reclassification within the bargaining unit and the probationary and/or the training period in all other cases). Probationary employees will not be offered overtime under normal circumstances. If offered, such hours will be added when the employee is placed on the overtime list. Situations where probationary employees would be offered include emergencies and when all available employees in the overtime group have been given the opportunity to work.
2. Overtime records and the basis of overtime distribution should reflect only overtime hours worked (clock hours) or refused with no regard for associated guaranteed premiums, double-time premiums, or holiday premiums. An employee who works, or refuses, less than 2.7 hours for which he/she receives a minimum four hours guaranteed pay will be charged 2.7 hours on the overtime list.
3. If no overtime is worked, no refusal will be charged; that is, if employees refuse an overtime opportunity and the overtime is canceled and no one ends up working overtime, no refusals will be charged.
4. In charging employees for a refusal to work overtime, both employee and supervisor recognize that the employee is rejecting an offer, not refusing an assignment.
5. Hours worked or refused on a holiday will be charged as overtime. This does not apply to employees assigned to rotating shifts where the full shift crew works their normal schedule on the holiday.
6. For temporary assignment (loan) of employees from one overtime group to another, overtime hours while on loan are recorded on the employee's overtime record in that group to which he/she is permanently assigned.
7. If overtime opportunity immediately precedes or follows a scheduled vacation period (one week or more) and the employee prefers to refuse the overtime opportunity, the employee should not be charged with an overtime refusal.
8. Paid hours for absences which count as hours worked toward the calculation of overtime are fragmented vacation (over 40 hours), holiday, jury duty, voting time, and election official. Other absences, paid or unpaid, do not count toward the calculation of overtime. Overtime opportunity refused due to an employee's voting in a national, state, county, or municipal election will not be charged as overtime. Scheduling overtime on election day is discouraged.
9. Overtime, whether worked or refused, will be charged when it results from an opportunity to work more than the normal schedule in a 24-hour period. The 24-hour period could span more than one calendar day.
10. When an employee has missed a day (personal, disability, etc.) earlier in the week or has a prearranged absence later in the week and is then offered work on one of his scheduled days off, overtime will not be charged. If the absence is a part day, overtime will be charged for the number of hours that would be paid at an overtime rate. (See No. 8 above for absences which count in the calculation of overtime.)

11. Overtime accepted by an employee but subsequently not worked by him or her for any reason will be charged.
12. Overtime refused by an employee will be charged regardless of subsequently arranged absences which would take the work opportunity out of the overtime category.

## **ARTICLE VIII VACATION**

### **Section 1 - Vacation.**

- a. An employee must complete one (1) year of Company Service Credit to obtain initial eligibility for two (2) weeks vacation. One (1) week of this initial vacation eligibility may be taken after completing six (6) months of Company Service Credit.
- b. During calendar years in which an employee completes from two (2) through four (4) years of Company Service Credit, he or she shall receive two (2) weeks of vacation.
- c. During calendar years in which an employee completes from five (5) through nine (9) years of Company Service Credit, he or she shall receive three (3) weeks of vacation.
- d. During calendar years in which an employee completes from ten (10) through nineteen (19) years of Company Service Credit, he or she shall receive four (4) weeks of vacation.
- e. During calendar years in which an employee completes from twenty (20) through twenty-nine (29) years of Company Service Credit, he or she shall receive five (5) weeks of vacation.
- f. During calendar years in which an employee completes thirty (30) or more years of Company Service Credit, he or she shall receive six (6) weeks of vacation.
- g. The Vacation Plan shall be administered in accordance with the vacation regulations contained in Appendix B.

### **Section 2 - Carry Forward Option.**

- a. An employee with ten (10) or more years of Company Service Credit may carry forward to a succeeding year up to two (2) weeks of his or her current year vacation.
- b. The maximum amount of carried forward vacation which an employee may have to this credit at any time shall be six (6) weeks. Also, the maximum vacation taken in any calendar year shall be twelve (12) weeks.
- c. Vacation time carried forward is not subject to payment in lieu of vacation, except upon the employee's termination.

**Section 3 - Fragmented Vacation.** Vacation will be scheduled in accordance with normal procedure. Any or all of an employee's vacation entitlement may be requested in portions of one or more whole days, subject to all the provisions of this paragraph. Upon the first such request, the employee must designate which prescheduled week or weeks are to be fragmented.

Fragmented vacation may be taken in one hour increments. The employee's request must be made with reasonable advance notice. The first line supervisor will have absolute discretion to approve or disapprove such request and his or her decision will not be subject to challenge in the Grievance Procedure or Arbitration. In no case will such request be granted if, in the opinion of the Company, it is necessary to provide relief at premium or overtime rates. Fragmented vacation taken by an employee will count as time worked in determining if an employee is to be compensated at time and one-half for all hours worked in excess of forty (40) within the applicable payroll week.

**Section 4 - Vacation Cancellation.** Employees who become ill while on vacation may reschedule subsequent, consecutive weeks of remaining vacation, provided that proper medical certification is furnished and notification is given to supervision prior to the beginning of the first scheduled shift of the particular week or weeks involved.

Employees presently on vacation will be permitted to cancel remaining whole days of vacation, following notification to supervision, when certified for non-occupational disability pay as a result of hospitalization or from a disabling injury arising out of an accident.

**Section 5 – Vacation Regulations.** The following regulations govern the application of the vacation provisions as set forth in Article VIII of the Contract:

- a. The vacation provisions are not applicable to part-time, intermittent, or temporary employees.
- b. The vacation season may be limited to a specific period within the year. The number of employees who are on vacation at the same time may be limited.
- c. Vacations are scheduled by supervision during the established vacation season. Preference as to dates is based upon seniority. Such preference to either a whole vacation or one portion of the vacation can be exercised only once in a calendar year. A period shall be specified during which each employee shall advise the Company of his or her vacation preference. Also the employee shall make an election during this period as to any carry forward vacation option for which he or she is eligible. Such elected option will be irrevocable for the calendar year for which it is made, unless the Company and the employee otherwise mutually agree.
- d. An employee must complete the full minimum Company Service Credit noted in Article VIII before he or she is eligible for a vacation or vacation pay.
- e. Vacation payments will be calculated on the basis of an employee's straight time hourly rate, plus any applicable shift differential in effect at the time he or she goes on vacation, multiplied by the number of hours in his or her normal workweek. However, the amount paid to an employee in lieu of vacation or vacation carried forward shall be his or her regular straight time hourly rate in effect at the time he or she receives such pay multiplied by the number of hours in his or her normal workweek.
- f. If an employee who has completed the minimum eligibility requirements for a vacation retires, resigns, is laid off, is discharged, or dies, he or she, or his or her survivors, will be paid for any vacation in the current year which has not been taken.
- g. Only one vacation will be allowed an employee in any one calendar year.

- h. The minimum portion of a vacation that may be taken at any one time is one week except as provided in Article VIII, Section 3.
- i. An employee who has completed the minimum eligibility requirements for a vacation and is recalled following a layoff for reduction in force will be required to work for six (6) months following his or her re-employment before he or she is again eligible for a vacation. Such vacation cannot be taken until the following year if it would otherwise result in a duplication of the current year's vacation.
- j. Absence of an employee immediately preceding or following his or her vacation may not be excused for any reason except unavoidable circumstances.
- k. Vacations for which an employee is eligible will not be affected by disability absence except that if an employee is absent for an entire calendar year no vacation will be granted in such year.
- l. An employee who takes a leave of absence will be treated for vacation purposes in the same manner as if he or she were terminated as of his or her last day worked. If the leave does not extend into another calendar year, however, the employee may be permitted to postpone any current year vacation due until after his or her return to work.
- m. Except as provided for under Carry Forward Option, an employee may not voluntarily postpone his or her vacation to the following year.

## **ARTICLE IX MILITARY SERVICE**

Both parties agree to abide by and comply with all applicable Federal and State laws, executive orders, and rules and regulations applying to the re-employment of employees who entered the Armed Forces of the United States. For the purpose of this Article, the parties shall have the right to rely upon and to act in accordance with any such regulations.

## **ARTICLE X WAGES**

**Section 1 - Wage Schedule.** The wage schedules and classifications are set forth in Appendix A and are attached hereto and made a part hereof.

New hires on or after April 30, 1996, in the Cafeteria Helper, Counter Attendant, Grill Attendant, Salad Maker, Janitor, Laborer, and Animal Facility Worker-Animal Facility Assistant job classifications will be placed in reduced wage schedules. Such employees hired into the Cafeteria Helper classification will be placed in new Rate Group 51; those hired into the Counter Attendant classification will be placed in new Rate Group 52; those hired into the Grill Attendant classification will be placed in new Rate Group 53; those hired into the Salad Maker classification will be placed in new Rate Group 54; those hired into the Janitor and Laborer classifications will be placed in new Rate Group 55; and those hired into the Animal Facility Worker-Animal Facility Assistant classification will be placed in new Rate Group 61. Incumbent employees occupying these seven

classifications on April 29, 1996, will continue without change in their respective Rate Groups 01, 02, 03, 04, 05, and 41.

**Section 2 - Promotions.** An employee promoted to a higher classification will receive the starting rate of the new classification. If the starting rate of the new classification is the same or less than his or her present rate, he or she will receive the next higher rate above his or her present rate in the progression schedule for the new job classification. The employee will thereafter progress to the job rate in accordance with the progression schedule for the new job classification unless in the opinion of his or her supervisor the employee has not demonstrated the ability to handle the job, in which case the employee will be returned to his or her previous classification and rate.

**Section 3 - Transfers.** When an employee is transferred to a lower paying classification, either at his or her own request or when no other work is available that he or she can perform, the employee shall receive the maximum rate of the lower classification as of the date of the transfer.

**Section 4 - Payday.** Payday shall be on Thursday of each week. Employees who are working may receive their checks during the regular working hours.

Employees not working may receive their checks at the Payroll office at any time during office hours.

**Section 5 - Shift Premium.** The shift premium is paid to those employees who are regularly scheduled to work on rotating shifts and is paid at the rate of sixty cents (\$0.60) per hour on the 4:00 p.m. to Midnight Shift and one dollar and twenty cents (\$1.20) per hour on the Midnight to 7:00 a.m. Shift.

In case of special shifts, a shift premium of sixty cents (\$0.60) per hour will be paid for those hours of the shift which fall between 4:00 p.m. and Midnight and one dollar and twenty cents (\$1.20) per hour for those hours of the shift which fall between Midnight and 7:00 a.m. Regular day employees who are required to work overtime will not receive the shift premium. Shift employees working overtime will receive their overtime premiums computed on their rates plus the shift premium in effect during their regularly scheduled shift.

**Section 6 - Weekend Bonus.** An employee who works Saturday and/or Sunday as part of his or her normal workweek will receive an additional fifty cents (\$0.50) per hour for such hours worked on Saturday and an additional one dollar (\$1.00) per hour for such hours worked on Sunday.

In no case shall such payment be applied to hours paid for at overtime, holiday or premium rates.

**Section 7 - Overtime Lunches.** Any employee after working ten (10) continuous hours (excluding his or her regular lunch period) will be paid a meal allowance of four dollars fifty cents (\$4.50), which will be included in his or her regular paycheck.

An additional meal allowance of four dollars fifty cents (\$4.50) will be paid for each consecutive four (4) hours of work performed thereafter. No time will be deducted for eating lunch during overtime work, it being understood that time consumed in eating lunch will be made as short as possible and in no case exceed thirty (30) minutes.

A straight day worker who works Saturday or Sunday at overtime rates will have no time deducted for eating lunch on such Saturday or Sunday. In no case will the lunch period exceed thirty (30) minutes.

**Section 8 - Worked Lunch Period.** If a straight day worker is not allowed a lunch period within six (6) hours after his or her starting time he or she will be paid for a worked lunch period of thirty (30) minutes and allowed time, not to exceed thirty (30) minutes, thereafter to eat lunch.

**Section 9 - Cost of Living Allowance.** All employees within the bargaining unit as defined in Article II of this Agreement shall be covered by a Cost of Living Allowance as defined and set forth in this Section.

- a. The amount of the Cost of Living Allowance shall be determined and re-determined as provided below in accordance with changes in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor, and referred to herein as "Index."

The Cost of Living Allowance shall be based on a one cent (\$.01) per hour adjustment for each full 0.1 point change in the Index as provided herein.

b.

- (1) After June 22, 2008, Cost of Living adjustments shall be made and shall be payable quarterly when/and if the Index increases in excess of 4% of the base index described below. The base to calculate the initial adjustment which may be due under this section shall be the Index of May of 2008 (published in June 2008). Adjustments shall be made January 5, 2009; April 6, 2009; and July 6 2009, if appropriate.
- (2) After June 22, 2009, Cost of Living adjustments shall be made and shall be payable quarterly when/and if the Index increases in excess of 4% of the base index described below. The base to calculate the initial adjustment which may be due under this section shall be the Index of May of 2009 (published in June of 2009). Adjustments shall be made October 5, 2009; January 4, 2010; April 5, 2010; and July 5, 2010, if appropriate.
- (3) After June 22, 2010, Cost of Living adjustments shall be made payable quarterly when/and if the Index increases in excess of 4% of the base index described below. The base to calculate the initial adjustment which may be due under this section shall be the Index for May of 2010 (published in June 2010). Adjustments shall be made October 4, 2010; January 3, 2011; April 4, 2011; and July 4, 2011, if appropriate.
- (4) After June 22, 2011, Cost of Living adjustments shall be made payable quarterly when/and if the Index increases in excess of 4% of the base index described below. The base to calculate the initial adjustment which may be due under this section shall be the Index for May of 2011 (published in June 2011). Adjustments shall be made October 3, 2011; January 2, 2012; April 2, 2012; and July 2, 2012, if appropriate.

- (5) After June 22, 2012, Cost of Living adjustments shall be made payable quarterly when/and if the Index increases in excess of 4% of the base index described below. The base to calculate the initial adjustment which may be due under this section shall be the Index for May of 2012 (published in June 2012). Adjustments shall be made October 2, 2012; January 7, 2013; April 1, 2013, if appropriate.
- c. In computing overtime pay, vacation pay, holiday pay, layoff allowance, call-in pay, disability pay, jury duty pay, funeral leave pay, and military makeup pay as provided in this Agreement, the amount of any Cost of Living Allowance then in effect shall be included.
  - d. In the event that the Bureau of Labor Statistics does not issue the Index on or before the beginning of the pay period referred to in Paragraph (b) above, any adjustment required will be made at the beginning of the first pay period after receipt of the Index.
  - e. No adjustment, retroactive or otherwise, shall be made in the amount of the Cost of Living Allowance due to any revision which may later be made in the published figures for the Index for any month on the basis of which the Cost of Living has been determined.
  - f. The continuance of the Cost of Living Allowance as herein provided is dependent upon the continued availability of the official monthly Index in its present form and calculated on the same basis as the currently published Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) unless otherwise agreed upon by the Company and the Union.

## **ARTICLE XI CONTINUITY OF OPERATIONS**

The Union and the Company agree that there will be no strikes, lockouts, work stoppages, picket lines, slowdowns, secondary boycotts or disturbances, even of a momentary nature. The Union guarantees to support the Company fully in maintaining operations in every way. Participation by any Company employee or employees in any act violating this provision in any way will be complete and immediate cause for discharge by the Company.

If it is contended that the discharged employee did not violate this section the Union may, within two (2) days after the employee is discharged, contest the discharge by filing a grievance initially in Step 3 of the Grievance Procedure.

## **ARTICLE XII PHYSICAL EXAMINATIONS**

An applicant for employment, before being hired, must meet certain minimum standards of health and physical fitness as determined by a physical examination. The physical examination will be given by a licensed physician employed by the Company.

Periodic physical examinations of employees will be carried on or may be required to aid employees in improving their own health and to enable the Company to guard the health of its employees. An employee, upon request, shall have the opportunity of discussing the results of his or her medical examination with the Company.

### **ARTICLE XIII SAFETY AND HEALTH**

**Section 1.** The Union's role in safety and health is advisory. The Company encourages the Union's active participation.

**Section 2.** The Company and Union recognize the importance of maintaining a safe working environment, cooperating toward the objective of eliminating health and safety hazards by educating, training, and encouraging employees to follow all health and safety rules and procedures.

**Section 3.** All employees shall be required to conform to all health and safety rules, regulations, procedures, applicable OSHA regulations, or any safety rule that the Company issues as a condition of continued employment. The Company will continue to maintain all ALARA Programs.

**Section 4.** The Union recognizes the desirability of maintaining safe and clean working conditions at all times and agrees to cooperate with the Company in maintaining these conditions.

**Section 5.** The Joint Labor/Management Safety Committee shall consider health and safety matters of mutual concern and take appropriate actions.

The Committee will be composed of three (3) Union representatives and three (3) Management representatives.

The Chairman of the Joint Committee shall be designated by the Company. The Chairman may appoint an ad hoc secretary.

The Committee shall:

- a. Meet once a month.
- b. Discuss health and safety matters of mutual concern and make appropriate recommendations.
- c. Make periodic inspections of plant areas.
- d. Review and analyze summary reports of industrial injury or illness.
- e. Promote health and safety programs.
- f. Maintain minutes of all Joint Committee meetings, and prepare a written report for review at the next Committee meeting.
- g. Not suffer loss of pay for time spent in Committee activities.

**Section 6.** Occupational accident injury and illness records shall be kept and maintained by the Company. Monthly reports pertaining to bargaining unit personnel will be made available to committee safety representatives.

**Section 7.** The Company shall maintain a current file of materials as specified in (a) below known to be in use in the Plant. This information shall be available upon request to the Joint Safety Committee, or any Committee member.

- a. The Company will endeavor to identify all materials known to be toxic to humans. Specifically, the Company shall identify:
  - (1) Materials regulated by OSHA by Permanent or Emergency Temporary Standard.
  - (2) Materials currently subject to the OSHA Standard-Setting Process.
  - (3) Materials for which NIOSH has recommended a standard.
  - (4) Materials for which ACGIH has set standards.
  - (5) Materials for which a NIOSH Current Intelligence Bulletin has been issued.
2. The Company shall maintain a current Health and Safety Library including as a minimum:
  - (1) The OSHA General Industry Standards and other OSHA Standards which may apply.
  - (2) NIOSH Criteria Documents on materials recognized as hazardous in use in the plant.
  - (3) The current ACGIH TLV list and Documentation of TMV's.
  - (4) All NIOSH Current Intelligence Bulletins.
  - (5) Material Safety Data Sheets.

This information shall be available for use by the Joint Safety Committee, or any Committee member.

**Section 8.** An Accident Investigating Committee appointed by the Company to investigate accidents in which a bargaining unit employee has been injured will include a shop steward from the work area in which the accident occurred.

**Section 9.** The Company shall continue to provide medical service and facilities for the proper treatment of cases resulting from injury or illness obtained while in the plant. Copies of the reports of the medical findings made by the Company's medical service or reports of outside medical services used by the Company shall be available on request to the employee. The confidentiality of medical results shall be respected.

**Section 10.** No employee who, in good faith, believes that there exists an unsafe condition, changed from the normal hazards inherent in the operation, so that there is risk of death or serious injury, shall be required to continue work on that job until its safety is evaluated.

**Section 11.** Employees shall be provided with safety instructions to assure that assigned duties may be performed safely. Employees shall be informed of the potential hazards of any materials known to be hazardous or toxic to humans to which they are exposed. Training records pertaining to the above that are retained by the Company will be made available to the Safety Committee upon request.

**Section 12.** The Company will provide approved, protective clothing and safety equipment necessary for the safety and health of all employees.

**Section 13.** The Company shall determine the worker exposure levels to potentially hazardous chemical substances or physical agents. The results shall be compared to the prescribed standard exposure limits in the current DOE Order.

**Section 14.** Periodic medical evaluations shall be conducted by or under the supervision of the Company's physician and shall be made available to all employees at no cost to the employee. An employee, upon request, shall have the opportunity of discussing the results of his or her medical examination with the Company.

**Section 15.** If an employee sustains an injury or occupational disease covered under the Tennessee Worker's Compensation Act, the employee shall be examined and treated at no cost to the employee, including specialty care as directed by the Company physician.

- a. If the Company physician directs special care, the Company shall provide pertinent information to the examining physician.
- b. For each examination under this paragraph, the Company shall make available to the employee upon written request the following:
  - (1) The results of the medical examination and tests.
  - (2) The physician's opinion concerning the employee's health status.
  - (3) The physician's recommended limitations, if any; upon the employee's continued occupational activity or upon the employee's use of protective clothing or equipment and respirators.
- c. A written opinion obtained by anyone shall not reveal specific findings or diagnoses unrelated to this occupational injury or illness.
- d. Employee medical surveillance records shall be maintained in accordance with DOE directives.
- e. Copies of an employee's medical record including but not limited to those items described in Paragraph (b) above shall be made available to the employee upon submission of a written authorization signed by the employee.

**Section 16.** The Company shall when considering the design or modification of equipment or a facility, limit exposures to hazardous materials by the use of engineering controls as its first priority.

#### **ARTICLE XIV**

## **PROTECTIVE SECURITY**

The Union and the Company agree that they will do their utmost to protect the security of classified information and will not reveal such information to any person not specifically cleared for the information by the Government. No person will be cleared for such information except where the information is necessary for performance of work desired by the Government. It is recognized that the Company has agreed not to employ any person designated by the Government whose employment is considered prejudicial to the Government and to remove from work and exclude from the area any person whose continued employment is deemed by the Government to be prejudicial to the interest of the Government. Furthermore, all members of the Union, the Company and all employees of the Company are required to comply with all protective security regulations now in effect or as may be promulgated at Oak Ridge, Tennessee. The Arbitration Committee provided for in Article IV of this Contract shall not make any decisions that conflict with security regulations adopted by the Department of Energy.

## **ARTICLE XV GENERAL**

**Section 1 - Bulletin Boards.** The Company shall provide the Union with suitable bulletin boards for the purpose of posting notices of Union meetings and Union social events. Any other material must be approved by the Company prior to posting.

**Section 2 - Voting Time.** Employees who are unable to vote before or after their regularly scheduled work period will be allowed sufficient time with pay, not to exceed three (3) hours, for exercising their franchise, provided such employees present evidence to the Company showing that they are eligible to vote. Time paid for under this section shall count as time worked in the computation of overtime.

**Section 3 - Jury Duty.** An employee who is called for jury duty may be excused from work upon presentation of court notice to his/her immediate supervisor. If the employee's jury duty exceeds three (3) hours, he/she may be excused for the remainder of the shift for that day. A day shift employee whose jury duty does not exceed three (3) hours on any day is expected to report to work for the remainder of his/her shift for that day. An employee working other than day shift whose jury duty service does not exceed three (3) hours on any day is expected to report for work at the start of his/her next scheduled shift.

An employee scheduled to work between the hours of 12:00 midnight and 9:00 a.m. immediately preceding his/her first day of jury duty is excused from work for any of such hours. After the first day of jury duty, if his/her jury duty responsibility on any day exceeds three (3) hours, the employee is excused from any portion of his/her next scheduled shift occurring within twenty-four (24) hours following the start of such jury duty service.

When the employee who has been excused returns to work, he/she will be paid his/her normal straight-time earnings (including shift premium) provided he/she submits evidence of the time actually spent in court. Scheduled work time spent on jury duty will be counted as time worked for calculating overtime.

The Company may elect to accommodate the evening or midnight shift employee who is called for jury duty by temporarily assigning him/her to a day shift for the period of his/her jury duty service.

Article VII, Section 8 of this Contract shall not be applicable when an employee's schedule is changed in order to comply with this section.

**Section 4 - Work Performed by Supervisors or Technical Personnel.** Supervisory personnel shall not do non-supervisory work which will deprive employees of jobs regularly performed by them. This does not prevent such supervisory personnel from performing necessary functions of instruction or assistance to employees, or from operating equipment or processes in emergency or for experimental purposes.

Scientific research personnel may perform manual work to further their research, provided that such work does not deprive an employee of his or her job.

**Section 5 - Company Service Credit.** Company Service Credit will be determined in accordance with the Company Service Credit rules attached as Appendix B, with the understanding that such service credit shall be administered on the basis of recognizing all continuous service of employees who were employed at the Oak Ridge National Laboratory immediately prior to March 1, 1948, as part of the Company Service Credit of such employees.

**Section 6 - Apprentice Program.** The Apprentice Program as set forth in the Apprentice Standards of the Oak Ridge National Laboratory shall be continued.

**Section 7 - Physically Handicapped.** Employees physically handicapped as a result of occupational illness or injury incurred while employed at the Oak Ridge National Laboratory shall be given special consideration for continued employment.

**Section 8 - Funeral Pay.** An employee who is granted an excused absence for such time as may reasonably be needed for the purpose of attending the funeral of a member of his or her immediate family will be paid his or her basic straight time hourly rate for any or all of three (3) regularly scheduled work days during the period beginning with the day of death and ending with the day following the funeral.

For the purpose of this section, the term a member of his or her immediate family shall be defined as, and limited to, the following: spouse, children, brothers, sisters, parents, grandparents, parents-in-law, stepparents, stepchildren, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandchildren of the employee, or grandparents of the employee's spouse.

If a death occurs in an employee's immediate family while he or she is on vacation, the employee should promptly notify his or her supervision. The employee will be permitted to cancel only those whole days of vacation remaining after notification to his or her supervision, providing the employee qualifies for funeral pay for those days under this section.

**Section 9 - Establishing or Changing Job Classifications.** When an existing job classification is substantially changed, or a new job classification is established, the Company may determine a wage rate for the classification, and assign the classification to a particular seniority group, but that these determinations shall be subject to the Grievance Procedure and to Arbitration on the claim that, in assigning the classification to the seniority group, the Company has not respected craft or job lines insofar as practicable, or that the wage rate determined by the Company bears an improper relationship to establish rates.

**Section 10 - Transfer of Work.** The Union recognizes the Company's right to purchase goods and services from any source. In the exercise of that right, the Company will continue to give due consideration to the stability of employment.

**Section 11 - Educational Assistance.** The Company will provide financial assistance to eligible employees who, while still employed, and outside of their regular working hours, satisfactorily complete qualified courses of study in recognized schools or colleges.

**ARTICLE XVI  
LAYOFF ALLOWANCE PAY**

**Section 1 - Allowance Pay Schedule.** Layoff allowance pay for an employee terminated on account of reduction in force or medical termination shall be in accordance with the following schedule:

<u>Service Credit</u>	<u>Allowance Pay</u>
Under 12 weeks	No allowance
12 weeks to 1 year	Same proportion of 1 week's pay as completed months of service are of 12 months
1 year to 3 years	1 week (or 40 hours)
3 years to 5 years	2 weeks (or 80 hours)
5 years to 7 years	3 weeks (or 120 hours)
7 years to 10 years	4 weeks (or 160 hours)
10 years	5 weeks (or 200 hours)
11 years or more	Same as for 10 years plus 1 week (or 40 hours) for each added year of service.

**Section 2 - Rehired Termination.** An employee who is rehired or recalled and is subsequently terminated on account of reduction in force will receive layoff allowance pay based on his or her most recent rehire date.

**Section 3 - Contractor Change.** If the contract between the Department of Energy and Bechtel Jacobs Company LLC is terminated and not renewed during the term of this Contract and an employee becomes the employee of a successor contractor within ten (10) days of the date of the change in contractors, layoff allowance will not be payable to such transferred employee by Bechtel Jacobs Company LLC. It is understood that any employee who may be so transferred and laid off by the successor contractor during the term of this Contract, shall suffer no loss of benefits accrued under this Article. If an employee is not transferred to the successor contractor within the above mentioned ten (10) days and is laid off, he or she will receive benefits from Bechtel Jacobs Company LLC as set forth in this Article.

**ARTICLE XVII  
DISABILITY PAY**

**Section 1 - Short Term Disability Plan.** Modify short term disability plan. Payment will be at 100% of straight time earnings, following a three (3) consecutive work day waiting period for non-occupational disability pay in accordance with the eligibility schedule contained in the current contract for current employees. Eligibility schedule for employees offered and hired after June 22, 2004, will be in accordance with the following schedule:

<b>Company Service</b>	<b>Maximum # of Weeks of Payment</b>
Over 3 months but less than 6 months	1
Over 6 months but less than 1 year	2
Over 1 year but less than 2 years	4
Over 2 years but less than 3 years	6
Over 3 years but less than 4 years	8

Over 4 years but less than 5 years	10
Over 5 years but less than 6 years	12
Over 6 years but less than 7 years	14
Over 7 years but less than 8 years	16
Over 8 years but less than 9 years	18
Over 9 years but less than 10 years	20
Over 10 years	26

No payments will be made for the first three (3) consecutive work days, or for a 12-hour shift worker the first twenty-four (24) consecutive hours, of the absence for any non-occupational disability, unless such period of disability extends beyond fifteen (15) consecutive scheduled work days. Certification by a licensed practicing physician is required. If an employee is admitted to the hospital as an in-patient or receives treatment as a day surgery patient during the first three (3) waiting days of a certified non-occupational disability absence, the remaining day(s) of the three (3) day waiting period will be waived.

The Company will continue its pay practice for certified occupational disability.

**Section 2 - Long Term Disability Plan.** An employee totally disabled for six months will become eligible to receive sixty percent (60%) of his/her monthly basic straight time rate up to a specified maximum monthly benefit paid in accordance with the terms and conditions of the Long Term Disability Plan set forth in the Benefits Delivery Employee Handbook and will be paid, if he/she is totally and permanently disabled as defined in the above-referenced handbook, until he/she reaches age 65. Under specified circumstances, such benefits will continue beyond age 65. Such benefits will be reduced by any income benefits the employee is eligible to receive from other sources such as Social Security, Worker's Compensation, other statutory benefits, and other Company benefit plans.

If a dispute arises as a result of an employee's claim that he or she is totally and permanently disabled as defined in the above-referenced handbook or that such employee continues to be totally and permanently disabled the dispute shall be resolved in the following manner upon the filing with the Company of a written request for review by such employee not more than 60 days after receipt of denial:

The employee shall be examined by a physician appointed for the purpose by the Company and by a physician appointed for the purpose by the Union. If they disagree concerning whether the employee is totally and permanently disabled, the question shall be submitted to a third physician selected by such two physicians. The medical opinion of the third physician, after examination by him or her of the employee and consultation with the other two physicians, shall be final and binding on the Company, the Union, and the employee. The fees and expenses of the third physician shall be shared equally by the Company and the Union.

**Section 3 - Conditions of Payment.**

- a. Payments under the Short Term and Long Term Disability Plans referred to in Sections 1 and 2 of this Article will not be made for:
  - 1. Any disability occurring during the first 12 months that the employee's plan coverage is in effect if caused by any condition for which he/she received treatment during the three month period before his/her coverage became effective; or
  - 2. Any period of incapacity beyond the third consecutive calendar day during which the

- employee is not under treatment by a licensed practicing physician; or
3. Any disability caused directly or indirectly by war declared or undeclared; or
  4. Any intentionally self-inflicted injury; or
  5. Any disability resulting from commission of a felony; or
  6. Any disability due to willful misconduct, violation of plant rules, or refusal to use safety appliances.
- b. Payments under these plans will be made only to employees whose absence is due to non-occupational or occupational disability and will not be paid to employees who are absent for other reasons.
  - c. Payments will only be made when the Company is provided, if it so requests, with a doctor's certificate, subject to confirmation by a doctor selected by the Company, as proof that the employee's absence was due to legitimate non-occupational or occupational illness or injury. Under normal circumstances, a doctor's certification will not be requested by the Company during the first three consecutive calendar days of the absence. However, certification may be requested by the Company for any or all of the first three days if the Company has reason to question the absence.
  - d. Payments will only be made when employees properly report their absence and the cause of their absence to the proper Company representative in a prompt manner.
  - e. Payments are applicable only for the normal workweek and normal workday. In case working hours of the plant are changed, it is understood that payment under the above schedule will be changed in direction proportion to the change in working hours.
  - f. It is recognized by the Union that the Company has a continuing interest in reducing absenteeism, no matter what the cause.

#### **Section 4 - Administration of Plans.**

- a. Short Term Disability Plan. The administration of the Short Term Disability Plan and the payment of benefits under this plan shall be handled by the Company.
- b. Long Term Disability Plan. The administration of the Long Term Disability Plan and the payment of benefits under this Plan shall be handled directly by the Insurance Company, it being understood that a claimant whose benefits claim is denied may contest such denial with the Insurance Company but that he or she shall have no redress whatsoever against the Company. It is agreed, however, that in any case in which an employee claiming benefits under this Plan and desiring to file such claim with the Insurance Company becomes engaged in a non-medical factual dispute with the Company in connection with such claim (such as a disagreement over his or her earnings group, eligibility, employment status, amount of Company Service Credit or other non-medical factual question) such employee and the Union may process a grievance in accordance with the terms of this Contract. It is agreed, however, that any and all medical questions in dispute shall be determined solely by the Insurance Company, except as provided under the second paragraph of Section 2 of this Article. It is understood that the Company shall retain the right to select and arrange with an Insurance Company to provide certain benefits

available under these Plans; and to replace the Insurance Company from time to time as it may deem appropriate.

**Section 5 - Company Service Credit During Approved Non-occupational or Occupational Absences.** An employee who is disabled and unable to work will receive Company Service Credit for the period of his or her Short Term Disability approved by the Company and/or the period of his or her Long Term Disability approved by the Insurance Company.

## **ARTICLE XVIII DUTIES OF EMPLOYEES**

**Section 1 - Job Assignments.** The assigning of employees to duties within their job classifications shall be done by the Company insofar as practicable. In the event of an emergency, the Company may assign duties outside of the classification.

It shall be the duty of all employees to carry out to the best of their ability all tasks so assigned to them.

**Section 2 - No Interruption of Work for Jurisdictional Reasons.** The Company will give careful consideration to complaints of flagrant violations of craft or job lines, but in no case shall employees refuse for jurisdictional reasons to do work assigned to them pending settlement.

**Section 3 - Settlement of Jurisdictional Disputes.** The Company and the Union agree that, in the event of a question arising with reference to jurisdiction over work to be performed, it shall be discussed by the supervisor and the Chief Stewards of the crafts involved. If a dispute arises as to craft jurisdiction, it shall be settled by the Union in accordance with its established procedure for the settlement of such disputes. Unless the Company can show that the craft group to whom the work has been awarded is not qualified to do the work, that the number of hours required to do the work will be increased, or that the award would seriously affect costs or operating conditions, the work will be awarded in accordance with the Union's desires.

**Section 4 - Temporary Reassignment.** The Company may temporarily reassign employees to address the utilization of excess employees in affected classifications, and to accomplish operational requirements where concentrated work efforts are needed. Employees may be temporarily reassigned to any higher, lower, or equally rated job classification for periods of up to twelve weeks to meet the reassignment objectives. The twelve-week period may be extended by mutual consent. In such temporary assignments, it is understood that safety considerations are paramount; therefore, an employee will only be temporarily assigned to perform tasks outside his/her classification which he/she is qualified to safely perform. The necessary or required safety training will be provided before the temporary assignment commences. There will be no training that would establish a precedent with respect to customary work assignments.

Approval for such assignments will be made only by the Laboratory Director or the Laboratory Deputy Director acting on behalf of the Laboratory Director. Prior to such assignments taking place, the Company will meet jointly with the Atomic Trades and Labor Council and discuss the circumstances of the assignments and the classifications to be assigned such work. No employee will suffer a reduction in wages as a result of being assigned to work in a lower rated classification during the reassignment. Any employee assigned work in a higher rated classification will be paid in accordance with Article VII, Section 7.

## **Ground Rules for Temporary Reassignment:**

1. Temporary reassignments are necessary for the following situations:
  - a. When very high priority work of short duration is to be done and there are insufficient people in the proper classification to do the work. Examples of these situations include, but are not limited to:
    - (1) Significant non-compliance to a requirement of law, DOE order, or other external directives.
    - (2) Preparation for or reaction to external appraisals (TSA, Tiger Team, etc.).
    - (3) Discovery or creation of a significant health, or safety hazard for which the risk to personnel is not acceptable (asbestos, radiation contamination, chemical hazard, etc.).
  - b. When there is a temporary suspension or disruption of operations which idles employees. These examples might include, but are not limited to:
    - (1) Production schedule reduction.
    - (2) Operation is discontinued due to a noncompliance with laws or regulations.
    - (3) Insufficient money due to restricted allocations (fenced money).
2. Employees selected for the temporary reassignment due to suspended operations are those impacted by event(s) which have caused the temporary reassignment option to be used.

Employee selection for very high priority jobs will be based upon their qualifications and availability.

3. Wherever feasible, employees impacted by area/shop shutdowns will be utilized in their existing work area to perform duties needed to allow the area to resume operations.
4. Employees will be temporarily reassigned by seniority and qualifications. The only exceptions are those provisions described in paragraphs 2 and 3 above.
5. The Company will make reasonable efforts to minimize changing existing shift assignments, but it is recognized that the conditions requiring the temporary reclassification may require shift adjustments. Article VII, shift preference remains in effect under this agreement.
6. Employees will remain in their regular overtime groups and will not work overtime in the groups to which they are temporarily reassigned.
7. Temporary reassignments under this agreement will not establish a precedent with respect to customary work assignments. It is the Company's intent that no Union's jurisdiction should benefit from this agreement at the expense of another Union. No employee will be laid off

as a direct result of implementing this agreement; however, this does not apply to programmatic or budgetary reductions.

8. No employee will be forced to accept a temporary reassignment of two or more weeks under this agreement. As an alternative to accepting the temporary reassignment the employee will be given a voluntary reduction in force with recall rights, but without any layoff allowance as provided under the terms of the contract.
9. The Company will provide a report to the ATLC Vice President on a weekly basis, which will include the status of all temporary reassignments in effect under this agreement.

#### **ARTICLE XIX DURATION**

This Contract shall become effective 4:00 p.m., March 10, 2009 and shall continue in effect through 4:00 p.m., June 29, 2013, and shall automatically be renewed thereafter from year to year unless either party notifies the other in writing sixty (60) days prior to the expiration date that it desires to terminate or modify the provisions of this Contract.

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be signed by its duly authorized representatives on March 11, 2009.

**ATOMIC TRADES AND LABOR COUNCIL  
AFL-CIO**

/s/Garry Whitley

/s/Carl Wright

/s/Steve Jones

**Bechtel Jacobs Company LLC  
OAK RIDGE NATIONAL LABORATORY**

/s/ S.J. Davis  
/s/ R.C. Slover

**Energy Solutions, Inc.**

/s/ Dutch Conrad

**APPENDIX A  
TABLE 1a – WAGE SCHEDULE**

**Effective April 6, 2009 (ORNL)**

<b>Group</b>	<b>Start</b>	<b>3 Mos.</b>	<b>6 Mos.</b>	<b>9 Mos.</b>	<b>12 Mos.</b>	<b>18 Mos.</b>	<b>24 Mos.</b>		
01	16.14	16.80	17.49	18.28	18.97				
02	16.31	17.01	17.75	18.41	19.09				
03	16.83	17.56	18.27	18.93	19.61				
04	17.00	17.79	18.49	19.28	20.00				
05	17.82	18.58	19.38	20.16	20.96				
06	17.83	18.69	19.43	20.23	21.00				
07	17.95	18.78	19.52	20.28	21.07				
08	17.95	18.83	19.60	20.40	21.22				
09	18.22	18.99	19.78	20.55	21.29				
10	18.43	19.28	20.07	20.86	21.65				
11	18.54	19.43	20.26	21.05	21.83				
12	18.88	19.72	20.52	21.32	22.12				
13	18.94	19.76	20.58	21.34	22.16				
14	19.40	20.22	21.00	21.79	22.60				
15	19.69	20.58	21.37	22.21	23.07				
16	19.98	20.80	21.61	22.38	23.14				
17	20.09	20.98	21.83	22.72	23.59				
18	20.46	21.34	22.21	23.09	23.95				
19	20.62	21.50	22.38	23.26	24.14				
20	20.96	21.83	22.74	23.65	24.53				
21	21.83	22.76	23.67	24.58	25.54				
26	23.67	24.67	25.62	26.61	27.56				
30N	23.64		25.13		26.64	28.15	29.67		
30	28.12		28.88		29.67				
32	26.01	27.85	29.67						
34	27.21	29.16	31.11						
35T	29.67	29.98	30.30		31.11				
35	31.11								
55	16.04	16.74	17.43	18.16	18.86				
				<b>18 Mos.</b>	<b>24 Mos.</b>	<b>30 Mos.</b>	<b>36 Mos.</b>	<b>48 Mos.</b>	
00	20.07	20.92	21.73	22.59	23.40	24.20	25.07	26.19	

**Effective April 5, 2010 (ORNL)**

<b>Group</b>	<b>Start</b>	<b>3 Mos.</b>	<b>6 Mos.</b>	<b>9 Mos.</b>	<b>12 Mos.</b>	<b>18 Mos.</b>	<b>24 Mos.</b>		
01	16.79	17.47	18.19	19.01	19.73				
02	16.96	17.69	18.46	19.14	19.86				
03	17.50	18.26	19.00	19.69	20.40				
04	17.68	18.51	19.23	20.05	20.80				
05	18.53	19.33	20.15	20.96	21.79				
06	18.54	19.44	20.20	21.04	21.84				
07	18.67	19.53	20.30	21.09	21.91				
08	18.67	19.59	20.39	21.22	22.06				
09	18.95	19.75	20.57	21.37	22.14				
10	19.17	20.05	20.87	21.70	22.52				
11	19.28	20.20	21.07	21.89	22.70				
12	19.63	20.51	21.34	22.17	23.01				
13	19.70	20.55	21.40	22.19	23.05				
14	20.17	21.03	21.84	22.66	23.50				
15	20.47	21.40	22.23	23.10	23.99				
16	20.78	21.63	22.48	23.28	24.07				
17	20.90	21.82	22.70	23.63	24.53				
18	21.28	22.19	23.10	24.01	24.91				
19	21.45	22.36	23.28	24.20	25.10				
20	21.79	22.70	23.65	24.60	25.51				
21	22.70	23.67	24.62	25.56	26.56				
26	24.62	25.66	26.64	27.68	28.66				
30N	24.58		26.13		27.71	29.28	30.86		
30	29.25		30.04		30.86				
32	27.05	28.97	30.86						
34	28.29	30.33	32.35						
35T	30.86	31.18	31.51		32.35				
35	32.35								
55	16.68	17.41	18.13	18.88	19.61				
	<b>Start</b>	<b>6 Mos.</b>	<b>12 Mos.</b>	<b>18 Mos.</b>	<b>24 Mos.</b>	<b>30 Mos.</b>	<b>36 Mos.</b>	<b>48 Mos.</b>	
00	20.87	21.76	22.59	23.49	24.34	25.17	26.08	27.23	

**Effective April 4, 2011 (ORNL)**

<b>Group</b>	<b>Start</b>	<b>3 Mos.</b>	<b>6 Mos.</b>	<b>9 Mos.</b>	<b>12 Mos.</b>	<b>18 Mos.</b>	<b>24 Mos.</b>		
01	17.46	18.17	18.92	19.78	20.52				
02	17.64	18.40	19.20	19.91	20.65				
03	18.20	18.99	19.76	20.47	21.21				
04	18.39	19.25	20.00	20.85	21.63				
05	19.27	20.10	20.96	21.80	22.67				
06	19.28	20.21	21.01	21.88	22.71				
07	19.42	20.32	21.11	21.93	22.79				
08	19.42	20.37	21.20	22.07	22.95				
09	19.71	20.54	21.39	22.23	23.03				
10	19.93	20.85	21.71	22.56	23.42				
11	20.06	21.01	21.91	22.77	23.61				
12	20.42	21.33	22.19	23.06	23.93				
13	20.48	21.37	22.26	23.08	23.97				
14	20.98	21.87	22.71	23.57	24.44				
15	21.29	22.26	23.12	24.03	24.95				
16	21.61	22.50	23.37	24.21	25.03				
17	21.73	22.69	23.61	24.58	25.51				
18	22.13	23.08	24.03	24.97	25.91				
19	22.31	23.25	24.21	25.16	26.11				
20	22.67	23.61	24.60	25.58	26.54				
21	23.61	24.61	25.60	26.58	27.63				
26	25.60	26.68	27.71	28.79	29.81				
30N	25.57		27.18		28.82	30.45	32.09		
30	30.42		31.24		32.09				
32	28.13	30.12	32.09						
34	29.43	31.54	33.64						
35T	32.09	32.43	32.77		33.64				
35	33.64								
55	17.35	18.11	18.85	19.64	20.39				
	<b>Start</b>	<b>6 Mos.</b>	<b>12 Mos.</b>	<b>18 Mos.</b>	<b>24 Mos.</b>	<b>30 Mos.</b>	<b>36 Mos.</b>	<b>48 Mos.</b>	
00	21.71	22.63	23.50	24.43	25.31	26.18	27.12	28.32	

**Effective April 2, 2012 (ORNL)**

<b>Group</b>	<b>Start</b>	<b>3 Mos.</b>	<b>6 Mos.</b>	<b>9 Mos.</b>	<b>12 Mos.</b>	<b>18 Mos.</b>	<b>24 Mos.</b>		
01	18.16	18.89	19.68	20.57	21.34				
02	18.34	19.14	19.97	20.71	21.48				
03	18.93	19.75	20.55	21.29	22.06				
04	19.13	20.02	20.80	21.69	22.50				
05	20.04	20.91	21.79	22.67	23.57				
06	20.05	21.02	21.85	22.75	23.62				
07	20.19	21.13	21.96	22.81	23.70				
08	20.19	21.19	22.05	22.95	23.87				
09	20.50	21.36	22.25	23.12	23.95				
10	20.73	21.69	22.58	23.47	24.36				
11	20.86	21.85	22.79	23.68	24.56				
12	21.23	22.18	23.08	23.98	24.88				
13	21.30	22.23	23.15	24.01	24.93				
14	21.82	22.74	23.62	24.51	25.42				
15	22.15	23.15	24.04	24.99	25.95				
16	22.47	23.40	24.31	25.18	26.03				
17	22.60	23.60	24.56	25.56	26.53				
18	23.01	24.01	24.99	25.97	26.94				
19	23.20	24.18	25.18	26.17	27.15				
20	23.57	24.56	25.58	26.60	27.60				
21	24.56	25.60	26.63	27.64	28.73				
26	26.63	27.75	28.81	29.94	31.00				
30N	26.59		28.26		29.97	31.67	33.38		
30	31.63		32.49		33.38				
32	29.26	31.33	33.38						
34	30.60	32.80	34.99						
35T	33.38	33.73	34.08		34.99				
35	34.99								
55	18.04	18.83	19.61	20.43	21.21				
				<b>18 Mos.</b>	<b>24 Mos.</b>	<b>30 Mos.</b>	<b>36 Mos.</b>	<b>48 Mos.</b>	
00	22.58	23.54	24.44	25.41	26.32	27.22	28.21	29.46	

**APPENDIX A**  
**Table 2**  
**Job Classification Schedule by Seniority Groups**

Job Classification	Rate Group
<b>Air Conditioning and Refrigeration Mechanic Group</b>	
Air Conditioning and Refrigeration Mechanic	32
<b>Air Conditioning and Refrigeration Mechanic Apprentice and Helper Group</b>	
Air Conditioning and Refrigeration Mechanic Apprentice	00
Air Conditioning and Refrigeration Mechanic Helper	07
<b>Asbestos Working Mechanic Group</b>	
Insulator	32
<b>Asbestos Working Mechanic Apprentice and Helper Group</b>	
Insulator Helper	07
<b>Automotive Mechanic Group</b>	
Automotive Mechanic	32
Automotive Research Mechanic	34
<b>Automotive Mechanic Apprentice, Helper, and Oiler Group</b>	
Automotive Mechanic Apprentice	00
Automotive Mechanic Helper	07
Automotive Oiler	14
<b>Biology Worker Group</b>	
Laboratory Worker -- Laboratory Aide	42
Animal Health Technician -- Breeder	42
Animal Facility Worker -- Animal Facility Assistant	41, 61
<b>Boilermaker/Blacksmith Group</b>	
Boilermaker/Blacksmith	32
<b>Boilermaker Apprentice and Helper Group</b>	
Boilermaker Apprentice	00
Boilermaker Helper	07

Job Classification	Rate Group
<b>Building Service Group</b>	
Window Washer	09
Janitor	05, 55
<b>Cafeteria and Restaurant Group</b>	
Chef	18
Head Baker	12
Cook	10
Baker	06
Salad Maker	04, 54
Grill Attendant	03, 53
Counter Attendant	02, 52
Cafeteria Helper	01, 51
<b>Carpenter and Joiner Group</b>	
Carpenter	32
<b>Carpenter Apprentice and Helper Group</b>	
Carpenter Apprentice	00
Carpenter Helper	07
<b>Chemical Operator Group</b>	
Chemical Operator A	26
Chemical Operator B	13
<b>Electrician Group</b>	
Electrician	32
<b>Electrician Apprentice and Helper Group</b>	
Electrician Apprentice	00
Electrician Helper	07
<b>Firefighter Group</b>	
Fire Protection Inspector	21
<b>Food Services Worker Group</b>	
Food Services Worker (PT)	99
<b>Instrument Technician Group</b>	
Instrument Technician	32
<b>Instrument Technician Apprentice and Helper Group</b>	
Instrument Technician Apprentice	00
Instrument Technician Helper	07

Job Classification	Rate Group
<b>Laborer Group</b>	
Salvage Handler	20
Tire Changer	13
Grounds Equipment Operator	14
Dispensary Attendant	09
Laborer	05, 55
<b>Laundry Worker Group</b>	
Laundry Washer	13
<b>Leadburner Group</b>	
Leadburner	34
<b>Leadburner Apprentice and Helper Group</b>	
Leadburner Apprentice	00
Leadburner Helper	07
<b>Lineman/Linewoman Group</b>	
Lineman/Linewoman	32
<b>Machinist Group</b>	
Mechanical Instrument Maker	34
Machinist	32
<b>Machinist Apprentice and Helper Group</b>	
Machinist Apprentice	00
Machinist Helper	07
<b>Materials Clerk Group</b>	
Materials Clerk	18
<b>Millwright Group</b>	
Millwright	32
<b>Millwright Apprentice and Helper Group</b>	
Millwright Apprentice	00
Millwright Helper	07
<b>Nuclear Reactor Controller Group</b>	
Nuclear Reactor Controller	32
Nuclear Reactor Controller B	13
<b>Painter Group</b>	
Painter	32
<b>Painter Apprentice and Helper Group</b>	
Painter Apprentice	00

Job Classification	Rate Group
<b>Pipefitter Group</b>	
Pipefitter	32
<b>Pipefitter Apprentice and Helper Group</b>	
Pipefitter Apprentice	00
Pipefitter Helper	07
<b>Plating Technician Group</b>	
Plating Technician	32
<b>Power Equipment Operator Group</b>	
Power Equipment Operator	32
<b>Rigger and Iron Worker Group</b>	
Rigger and Iron Worker	32
<b>Rigger and Iron Worker Apprentice and Helper Group</b>	
Rigger and Iron Worker Apprentice	00
Rigger and Iron Worker Helper	07
<b>Sheet Metal Worker Group</b>	
Sheet Metal Worker	32
<b>Sheet Metal Worker Apprentice and Helper Group</b>	
Sheet Metal Apprentice	00
Sheet Metal Helper	07
<b>Steam Power Operator Group</b>	
Steam Power Operator	26
<b>Substation Operator Group</b>	
Substation Operator	26
<b>Truck Driver Group</b>	
Truck Driver	18
<b>Utility Mechanic Group</b>	
Utility Mechanic	32
<b>Utility Mechanic Apprentice and Helper Group</b>	
Utility Mechanic Helper	07

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Job Classification	Rate Group
<b>Welder Group</b>	
Welder	32
<b>Welder Apprentice and Helper Group</b>	
Welder Apprentice	00
Welder Helper	07

**APPENDIX B  
COMPANY SERVICE CREDIT RULES**

Company Service Credit is based upon current employment by Bechtel Jacobs Company LLC or its subcontractors and “grandfathered” employees previously employment with Lockheed Martin Energy Research and Lockheed Martin Energy Systems. For purposes of this provision, grandfathered employees are individuals who were employees of Lockheed Martin Energy Systems, Lockheed Martin Utility Services, and/or Lockheed Martin Energy Research on March 31, 1998, or bargaining unit employees on the recall list on March 31, 1998, who are subsequently employed by Bechtel Jacobs Company LLC or its first-tier or second-tier subcontractors at the Oak Ridge National Laboratory under the terms of this agreement. Company Service Credit will be determined under the following rules:

- a. In case an employee receives wages from Bechtel Jacobs Company LLC, without interruption, his or her Company Service Credit begins as of the date such wages become effective.
- b. In case an employee is laid off by the Company on account of reduction in force and through no fault of his or her own:
  - (1) If such layoff continues not more than four (4) consecutive years, Company Service Credit will be given for service prior to such layoff.
  - (2) If such layoff continues more than four (4) years, no Company Service Credit will be given for service prior to such layoff.
- c. In case of absence with leave for a reason other than disability which is authorized by the local management, employment will be considered as continuous without any deduction if it does not exceed three (3) months. However, in case such absence does exceed three (3) months, the period of absence in excess of three (3) months will not be considered as Company Service unless otherwise authorized by the local management. If an employee who is thus absent fails to return to work when able to do so and at the time designated by the Company, he or she will be considered as voluntarily terminating employment, and his or her Company Service Credit shall end as of the date on which such absence commenced.
- d. In case of rehire subsequent to voluntary termination of employment, credit will be given for service only since last day of rehire by the Company unless such employee was rehired within three (3) months after his or her voluntary termination, and the local management deems it to be in the interest of the Company to authorize credit for service prior to such voluntary termination.
- e. In case of rehire or reinstatement subsequent to discharge for cause or resignation at the Company's request, credit will be given for service only since last date of rehire or reinstatement by the Company, unless otherwise authorized by the local management.
- f. An employee on the active payroll January 1, 1973, or rehired thereafter, who had been credited with Company Service Credit for one or more periods of prior employment but who had lost such credit because of (a) a layoff lasting for more than four (4) years, or (b) termination for any other cause, will have such prior Company Service Credit restored upon

completing a total of two (2) years of currently accredited Company Service Credit following re-employment.

\*NOTE: For BJC/Subcontractor Fringe Benefits - see Memorandum of Understanding — page 54

**APPENDIX C  
HEALTH CARE PLAN**

As stated in the Memorandum of Agreement agreed by the parties that effective June 22, 2004, the present comprehensive Health Care Plan as set forth in the "Health Benefits Program for Hourly Employees" booklet dated November 1, 1987, and made a part of the Contract between the parties dated October 5, 1987, is hereby replaced by a new comprehensive Health Benefits Program as set forth in the, Your Benefits Employee Handbook which includes:

1. A Comprehensive Medical Plan designed to pay the major share of covered hospital, surgical and medical expenses, while attempting to control health care costs by encouraging the use of cost-effective services.
2. A Vision Care Plan with no deductible which includes an eye examination once every twelve months, one pair of lenses once every twelve months, and one pair of frames once every twenty-four months.
3. The Company will arrange with an insurance company to make available to participating employees in the bargaining unit certain benefits set forth in Benefits Delivery Employee Handbook.
4. It is agreed that the gross cost of the said Health Benefits Program shall be shared by the Company and participating employees. Each employee who enrolls in the Program shall pay the applicable rate while the Company shall pay the remaining cost.
5. Employee participation in the Program shall be on a voluntary basis. Employees who enroll in the Program shall authorize the Company in writing to deduct from their pay the applicable rate.

Effective January 1, 1997, the existing Comprehensive Medical Plan will be replaced by two (2) new Point of Service (POS) Plans as offered on April 25, 1996. These changes will be described for the Connecticut General POS Plan in Your Benefits Employee Handbook, and for the Healthsource POS Plan in the Your Benefits Employee Handbook. Employees may choose one of these two (2) POS plans. Employee participation shall continue to be on a voluntary basis, but each employee who enrolls in the Plan shall pay the applicable rate in accordance with the schedule below:

	<u>Jan. 1, 2005</u>	<u>Jan. 1, 2006</u>	<u>Jan 1, 2007</u>
Aetna	15%	18%	20%

The following changes to active employee premiums are also effective in January 2005 and will be reflected in the Your Benefits Employee Handbook:

<b>Medical</b>	<b><u>Current</u></b>	<b><u>New</u></b>
Office visit co-pay (In-Network)	\$20	\$15
Specialist Office Visit	\$20	\$30
<b>Prescription Drugs Mail-order (90-Day Supply)</b>		
	<b><u>Current</u></b>	<b><u>New</u></b>
Generic	\$5	\$5
Brand Name	\$15	
Budget		\$15
Select		\$35

**APPENDIX D  
PENSION, GROUP INSURANCE, DENTAL AGREEMENT AND PRESCRIPTION  
DRUG PROGRAM**

**PART A - PENSION PLAN**

This Agreement, relating to a pension plan, an insurance plan and a dental insurance plan, as amended on June 22, 2004 by and between Bechtel Jacobs Company LLC, Oak Ridge National Laboratory, hereinafter referred to as the "Company," and Atomic Trades and Labor Council, AFL-CIO, hereinafter referred to as the "Union."

The pension plan is modified to reflect the removal of the 30-year cap and 47% maximum. Also reflects reduced joint and survivor reduction factor from a variable table to a flat 2%. No age reductions for age differential exist in the modification.

**WITNESSETH:**

The Company and the Union hereby agree upon the maintenance of the Pension Plan as amended, the Group Insurance Plan as amended and the Dental Insurance Plan as amended for the bargaining unit employees represented by the Union at the Oak Ridge National Laboratory, subject to the following terms and conditions:

1. Benefits available under the amended Pension Plan to eligible employees who retire on or after July 1, 2004, are set forth in the Your Benefits Employee Handbook .
2. It is understood that if any dispute arises from the denial of a bargaining unit employee's claim for benefits under the Pension Plan, then such dispute may be taken up through the Grievance and Arbitration Procedure of the principal Collective Bargaining Contract then in effect between the parties.
3. It is understood that an employee who retires and commences to receive a Pension Benefit will have no rights to resume active employment with the Company.

4. The obligation of the Company to maintain the Pension Plan, as herein provided, is subject to the requirement that approval by the Internal Revenue Service for the amended Plan is received and maintained continuously as:
  - a. Qualifying under Section 401 of the Internal Revenue Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are hereafter amended or enacted); and
  - b. Entitling the Company to deduction for payments under the Plan pursuant to Section 404 of the Internal Revenue.
  - c. Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are hereafter amended or enacted).

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

5. The Pension Plan referred to in this Agreement shall be noncontributory. It is understood, however, that an eligible bargaining unit employee who is a participant at the close of business on the day preceding the effective date of this Agreement in the contributory Retirement Plan for Employees in the Bechtel Jacobs Company LLC may continue to participate in this Plan, but such participation will in no manner render him or her ineligible for the noncontributory pension benefits as provided in the Pension Plan described and set forth in the Benefits Delivery Employee Handbook.
6. Any modifications or changes in the Pension Plan are subject to the approval of the Board of Directors of Bechtel Jacobs Company LLC.

#### **PART B - GROUP INSURANCE PLAN**

1. Benefits under the Group Insurance Plan as amended June 22, 2004, for eligible employees who participate in the Plan are set forth in the booklet entitled Your Benefits Employee Handbook .
2. Participation in the Group Insurance Plan shall be on a voluntary basis.
3. The costs to employees for Basic Life Insurance are set forth in the Insurance Booklet, and these costs will not be increased during the term of this Agreement. The costs to employees for Supplemental Life Insurance are set forth in the Insurance Booklet, and these will be adjusted as and if necessary in order to maintain total employee payment of Supplemental Life Insurance during the term of this Agreement. Each participating active employee shall pay his or her cost of the Group Insurance Plan by payroll deduction pursuant to his or her written authorization therefore on a form supplied by the Company. An early retiree who qualified for and elects the option to continue the full amount of (a) his or her Basic Life Insurance or (b) his or her Basic and Supplemental Life Insurance up to age 65, as set forth in the Insurance Booklet, shall make his or her payments in advance monthly (or quarterly if he or she desires) to the office or postal address designated by the Company.

#### **PART C - DENTAL INSURANCE PLAN**

1. Benefits under the Dental Insurance Plan for eligible employees and dependents who participate in the Plan are set forth in the Your Benefits Employee Handbook , ADental.@
2. Costs of the Dental Insurance Plan will be shared by the Company and participating employees. Dental plan changes effective January 1, 2007.

## **PART D – PRESCRIPTION DRUG PROGRAM**

Benefits under the Prescription Drug Plan for eligible employees and dependents who participate in the Plan are set forth in the Your Benefits Employee Handbook , APrescription Drug.@ Drug plan changes effective January 1, 2006.

## **PART E -- GENERAL PROVISIONS**

1. During the term of this Agreement, the Company Service Credit of an employee for the purpose of determining eligibility for benefits under the Pension, Dental Insurance and Group Insurance Plans, and of computing the amounts of such benefits, shall be determined in accordance with the Company Service Credit Rules set forth in the principal Collective Bargaining Contract then in effect between the parties. However, it is understood that with respect to the Pension Plan, credited service as defined in that Plan shall govern.
2. In the event of the enactment or amendment of any Federal or State law providing for benefits similar, in whole or in part, to those covered by Parts B, C, or D of this Agreement, and requiring either:
  - (a) compulsory participation by any employee or the Company; or
  - (b) compulsory payment of taxes or contributions by any employee or by the Company; or
  - (c) benefit costs either to any employee or the Company different from those provided for under Part B, C, or D of this Agreement, the parties hereto agree that they will amend this Agreement so as to provide that the total cost to the Company for insurance benefits of whatsoever nature for its employees will not be greater in amount than such costs as provided by law or by Part B, C, or D of this Agreement, whichever costs are greater.
3. The Company shall retain the right to arrange through an insurance company(s) or other carrier(s) for coverage providing the benefits under the Group Insurance and Dental Insurance Plans, current coverage having been arranged with the Metropolitan Life Insurance Company (herein called the Insurance Company).
4. The administration of the Group Insurance and Dental Insurance Plans hereunder and the payment of benefits under the Plans shall be handled directly by the Insurance Company, it being understood that a claimant whose benefits claim is denied may contest such denial with the Insurance Company, but that he or she shall have no redress whatsoever against the Company. It is agreed, however, that in any case in which an employee claiming benefits under the Group Insurance or Dental Insurance Plans and desiring to file such claim with the Insurance Company, becomes engaged in a non-medical factual dispute with the Company in connection with such claim (such as, for example, but not limited to, disagreement over his or her earnings group, eligibility, employment status, amount of Company Service Credit, or other non-medical factual question), such employee and the Union may process such dispute through the Grievance Procedure set forth in the principal Collective Bargaining Contract then in effect between the parties.

It is agreed that any arbitration award as to such factual dispute shall be final and binding upon the parties hereto and the employee thereafter may present his or her claim to the Insurance Company on the basis of the facts as determined by said award.

It is agreed, however, that any and all medical questions in dispute shall be determined solely by the Insurance Company. To request review of any such dispute, the bargaining unit employee shall make written application therefor to the Insurance Company not more than sixty (60) days after his or her receipt of the Insurance Company's position giving rise to the dispute. Within sixty (60) days after the Insurance Company's receipt of the application for review, it shall inform the employee in writing of its decision in final disposition of the dispute. Under special circumstances, the Insurance Company may extend the time for processing the review, but its decision in final disposition of the dispute shall be rendered not later than 120 days after its receipt of the application for review.

5. Regardless of the time limit, if any, prescribed in the applicable principal Contract for the filing of a grievance concerning the alleged violation of such Contract, a claimant's appeal under Part A-Section 2 or Part E-Section 4 (first paragraph) will be processed in accordance with the Grievance and Arbitration Procedure, provided that such grievance is filed not more than sixty (60) days after the claimant's receipt of the Company's position giving rise to the non-medical factual dispute.
6. This Pension, Group Insurance, Dental Agreement, and Prescription Drug Program, shall replace all prior agreements pertaining to the Pension, Group Insurance, Dental Plans and Prescription Drug Plans, including any amendments to them.

**APPENDIX E**  
**MEMORANDA OF AGREEMENT**

**BIOLOGY DIVISION**

The parties recognize the special nature of the research and development work in the Biology Division and the freedom for scientists and technicians to work on all phases of their research and development projects without restriction.

**FIREFIGHTERS SENIORITY GROUP**

It is agreed between the parties that commencing November 1, 1987, the Firefighter Seniority Group will be assigned to work 12-hour shifts on a rotating shift arrangement to be determined and established by the Company. This 12-hour rotating shift arrangement will be established on a trial basis for a period of twelve (12) months and patterned after the ABCD shift schedules recently worked by salaried employees at the High Flux Isotope Reactor.

It is understood that employees working the newly established 12-hour shift schedules will in no case receive standard overtime for hours worked in excess of eight in a 24-hour period or meal allowances. It is also understood and agreed that employees working this special 12-hour shift schedule will in no case receive more compensation for vacation, holidays, jury duty leave, funeral leave, disability leave, or other paid absences than they would normally receive by working the current 8-hour rotating shift arrangement. For example, fragmented vacation, when granted, will be recorded in 4-hour blocks of time which will be one-half day vacations for record purposes; and one 12-hour day will be recorded as one and one-half (1-1/2) days vacation. It is the intent of this agreement that no employee receive a windfall under the contract solely by virtue of working a 12-hour shift rather than an 8-hour shift schedule.

**MATERIALS CLERKS/TRUCK DRIVERS**

Materials Clerks

Y-12

ORNL

Material Expediter	Chief Stores Attendant
Material Handler	Chief Toolroom Attendant
Receiving and Shipping Clerk	Stores Attendant
Stockkeeper	Toolroom Attendant

Y-12

Material Handler, R&S Clerk, Stockkeeper, and Material Expediter are consolidated into MATERIALS CLERK classification, Rate Group 18, in the Stockkeeper seniority group. Incumbents will slot to the top step in Rate Group 18.

The proposed scheduled for June 19, 1988, will be made effective for incumbent Material Expeditors at Y-12 as of the effective date of this contract. Incumbent Material Expeditors will be flagged (\*) and paid top of the rate, Rate Group 19.

ORNL

Material Handler, Stores Attendant, Chief Stores Attendant, Toolroom Attendant, Chief Toolroom Attendant are consolidated into new MATERIALS CLERK classification, Rate Group 18, in the Materials Clerk Seniority Group. The duties will be same as Material Expediter at Y-12. Incumbents will slot to the top step in Rate Group 18. Incumbent Chief Stores Attendants and the Chief Toolroom Attendant will be red circled and receive all contract increases.

Truck Drivers

Heavy Truck Drivers and Light Truck Drivers at Y-12 and ORNL are consolidated into new TRUCK DRIVER classification, Rate Group 18, in their present seniority groups. In the course of making deliveries, Truck Drivers will load and unload vehicles utilizing conventional material handling equipment. Assistance will be provided when material cannot be safely handled by one person. When deliveries involve work crews and associated equipment, crew members will load and/or unload the equipment with assistance given as needed by the Truck Driver. Two Truck Drivers will not be assigned on the same truck. Incumbents will slot to the top progression step in Rate Group 18.

No employee will be laid off as a direct result of implementing this Memorandum of Agreement.

**PART-TIME FOOD SERVICES WORKERS**

It is agreed between the parties that part-time employees shall be classified as Food Services Worker (PT) and placed in a separate seniority group to be called the Food Services Worker Group (Code 99). Wage schedules 1a, 1b, and 1c shall be applicable to part-time employees.

Part-time employees are compensated on a pay for time worked basis, and are not eligible to participate in any benefit plan, except as follows:

1. Part-time employees may receive company service credit the same as full-time employees.
2. Part-time employees become eligible to participate in the pension plan on the same basis as full-time employees.
3. Part-time employees become eligible for vacation on a prorated basis in accordance with the following plan:
  - a. Not eligible for vacation until they have completed one year of company service credit.
  - b. Vacation for each succeeding calendar year is established and prorated on the basis of actual hours worked as a part-time employee during the prior calendar year. For example, a part-time employee having more than one year of company service credit who actually worked 832 hours (40% of 2080) during the previous calendar year would receive 32 hours of vacation (40% or 80 hours) during the current calendar year.
  - c. Vacation eligibility in succeeding calendar years will be prorated as stated in paragraph (b) above, based on the following vacation eligibility requirements for a full-time employee:

Completed Service	Basis for
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Credit	Prorating Vacation
2 through 4 years	80 hours
5 through 9 years	120 hours
10 through 19 years	160 hours
20 through 29 years	200 hours
30 or more years	240 hours

- d. Vacation is not accrued in increments of less than one hour. Fractions of an hour accrued are rounded to the nearest hour.

It is understood and agreed that only the following provisions of the contract will be applicable to part-time employees:

Article I  
Article II  
Article III  
Article IV  
Article V, Sections 1, 2, 3, 4, 5, 10, 11, and 12  
Article VII, Section 2a  
Article IX  
Article X, Sections 1, 4, 5, 7, 8, and 9  
Article XI  
Article XII  
Article XIII  
Article XIV  
Article XV, Sections 1, 2, 3, 4, 5, and 7  
Article XVI, Sections 1, 2, and 3  
Article XIX  
Appendix B, Company Service Credit Rules and Part A,  
Pension Agreement

Part-time employees may be assigned duties in food services operations. During the term of this agreement, part-time employees will not be employed in the bargaining unit except for the purpose of staffing the food services operations. The Union will be advised of part-time employees entering the bargaining unit as they are employed.

## **APPENDIX F ADMINISTRATIVE UNDERSTANDINGS**

### **Carpools**

Employee requests for change from one letter shift to another letter shift within the same rotating shift arrangement to get into a carpool will be considered in problem cases which do not involve violations of shift preference or any other Contract provision.

### **Commercial Driver's License Guidelines**

When an employee who is required to secure and maintain a commercial driver's license is unable to do so due to medical disqualifications or continued inability to pass legally required tests, alternative assignments within his/her classification will be sought. If no such assignments are available, the employee will be given priority consideration for any existing bargaining unit openings consistent with his/her qualifications and pertinent contractual provisions.

In the event the employee cannot be placed in other bargaining unit openings, the employee will be subject to the bumpback provisions of Article V, Section 10. No other provisions of Article V, Section 10, are applicable.

The employee will be compensated for time spent during normal working hours for both the initial written exam, the initial performance test, and one retest. Employees will not be compensated for the time required for any subsequent testing.

The Company will pay the difference between the employee's private license and the initial special license and renewals.

The classifications and numbers discussed in negotiations will be subject to change by the Company in order to meet operating and/or compliance requirements. Changes in classifications and numbers will be communicated directly to the ATLC.

Prior to initial testing all employees involved must receive medical certification from the Medical Center. In the event an employee fails to receive medical certification from the Medical Center he or she may appeal as described under current DOT regulations.

When a job posted for bid requires a commercial driver's license, preliminary screening of bidders will be conducted, and potentially successful bidders will be informed of the requirement to possess a proper special license. An individual who is otherwise qualified but does not have the proper license will be given a reasonable period of time to acquire the license. He/she will not be promoted until the license is acquired. It is expected that a bidder will diligently pursue his/her license. A licensed driver and the appropriate vehicle will be provided by the Company for the road test, and the employee will be paid for this segment of the testing process. The written test must be taken on non-work time, and all licensing costs must be borne by the job bidder. Employees will need the following when taking the written test:

- a. Current license
- b. Social security card
- c. Medical certification
- d. Application for Tennessee driver's license SF-0255

The preceding guidelines are based on current governmental regulations. It is understood that these regulations are subject to change, and may, therefore, require changes in the guidelines.

### **Delays Resulting from Security Activities**

Delays beyond the end of an employee's regular scheduled shift resulting from security activities not involving a work assignment will be paid at one and one-half (1-1/2) times the regular rate for up to thirty (30) minutes. Longer delays will be covered by provision of Article VII, Section 2(d). No payments will be made to employees who are delayed in areas outside the plant perimeter fence.

### **Elimination of Laborer/Janitor Jurisdiction**

1. The two classifications, Janitor and Laborer, will be retained in their respective seniority groups.
2. It is understood that jurisdictional lines between these two classifications will no longer exist.
3. The Company agrees not to reduce the number of employees in either classification as a direct result of the elimination of jurisdiction. However, this does not apply to budgetary or programmatic reductions.
4. There is no intention to alter the mix of day shift and off shift jobs, but no fixed number of either is guaranteed.
5. The two groups will remain separated for the purposes of overtime.
6. It is agreed to promote all Laundry Checker and Operators to Laundry Washer and eliminate the former classification, and the Laborer will be removed from the laundry truck.
7. Vacation rescheduling for one period of vacation will be accomplished by using a preference card which must be completed and turned in by the end of the regular vacation scheduling. Numbers permitted off during special weeks (5) will be reviewed by management.
8. All other classifications in the respective seniority groups remain unchanged.

### **Emergency Squad**

During January of each year employees who have been trained and qualified and who have actively served on the Emergency Squad for at least six months of the preceding calendar year will receive a \$80.00 lump sum payment.

### **International Union Representatives Visits**

International Representatives may simultaneously visit the affected Plant site to view work which is in dispute between craft classifications and which has been referred by the Union to its internal dispute procedure as provided by the Contract.

### **Local Union Presidents and ATLC Officers**

Upon request by the ATLC, local Union presidents and ATLC officers (President, Vice President, Recording Secretary and Financial Secretary) will be given preference for day shift job assignments providing such work schedules exist in his or her classification and the employee is qualified to perform the work.

### **Maintenance Craft Work Agreement**

The Company will continue to assign employees to job duties in accordance with Article XVIII of the Contract. However, both parties acknowledge that, in a joint effort to improve efficiencies, this agreement is intended to provide for deviations from the provisions of Article XVIII as they relate to the assignment of job duties.

Deviations are defined as the assignment of incidental work complementary to the principal job or work in support of another craft where one or more crafts are working together to accomplish an overall task. Incidental work does not include those primary or core duties that require specialized skills or technical knowledge. At no time shall an employee be assigned or allowed to perform duties that he/she has neither the knowledge nor the skill to accomplish, or that would compromise his/her personal safety or the safety of others. It is understood that an employee must be provided tools and/or equipment to perform incidental work.

This agreement shall be limited to the participating maintenance crafts listed on the attachment to this agreement and shall not apply to work assignments or job duties involving non-participating classification.

Nothing in this understanding is to be construed to degrade the identity of the crafts involved.

Further is the intent of the Company that no craft should benefit from this agreement at the expense of another craft and no employee will be laid off as a direct result of implementing this agreement.

No work assignment will be changed as a result of this agreement for six (6) months following the execution of this agreement.

The parties agree to meet and discuss questions and issues regarding the administration and assignment of work under the Maintenance Craft Work Agreement on an as needed basis. Participating crafts are defined and limited to:

A/C and Refrigeration Mechanics  
Boilermakers  
Carpenters  
Electricians  
Instrument Technicians  
Insulators  
Iron Worker/Riggers  
Millwrights  
Pipefitters  
Sheet Metal Workers  
Welders  
Painters

### **Work Assignment Disputes**

Grievances arising under Article XVIII, Section 3: In the event of a question arising with reference to a work assignment between maintenance crafts over work to be performed, it shall be discussed by the Chief Stewards of the crafts involved and the department head of the group wherein the work was assigned.

### **Notification to Union of Retirement**

The Company agrees to furnish the Union with a list of employees reaching normal retirement age each year.

### **Personal Time Off**

The ORNL policy in granting personal time off without pay to bargaining unit employees was stated to the Union as follows:

"Employees are expected to be at work every day for which they are scheduled; however, it is recognized that on occasion an employee will have a compelling personal reason which would require his or her absence from work. Supervision will give careful consideration to a request for personal time off and grant such a request when reasonably possible."

It is expected that supervisors will make judgment decisions in granting or denying personal time off to a bargaining unit employee. An employee who desires personal time off should receive permission in advance from his or her supervisor except in case of an emergency. The following reasons are considered as valid in granting such time off:

1. Sickness in immediate family when time is needed to make necessary arrangements for care.
2. Minimum time necessary to attend a marriage in the immediate family.
3. Minimum time to attend the marriage of a relative.
4. Minimum time necessary to attend the funeral of a close friend or relative.
5. Minimum time necessary for settlement of estates or to serve as a witness in court.

6. Minimum time necessary to obtain emergency dental work.
7. Any other compelling reason which, in the judgment of the supervisor, is in a similar category to those listed above.

Should the supervisor have a question as to the validity of a reason for an employee's request for personal time off, he or she may refer the question to the Labor Relations Department for a decision.

### **Pre-grievance Coordinator**

Complaints concerning work performed by non-bargaining unit technical personnel may be referred to a pre-grievance coordinator appointed by the Company in the following manner:

- a. The Chief Steward of an affected group may initiate a complaint with the Vice President of the unit who may then refer the matter to the pre-grievance coordinator for investigation.
- b. The coordinator will investigate such claims and respond to the Union Vice President.

### **Protection for Former Employees**

The Company agrees to give former ORNL employees who have been laid off consideration prior to hiring from the outside.

### **Transfer of Stewards**

The Company agrees not to transfer Stewards except for a valid operating requirement and, further, that the Chief Steward would be notified and given the reason for the transfer prior to the transfer. This agreement was made with a commitment from the Union to reduce the present number of Stewards.

### **Y-12 Transfers**

The Company agrees to give Y-12 employees who are on RIF notice priority consideration prior to hiring from the outside.

An employee transferring from Y-12 to ORNL into the classification that he or she occupied at Y-12 and reached the top rate will not be required to progress through the wage progression schedule.

### **Delays Resulting From Unplanned Activities at the End of Shift**

Delays beyond the end of an employee's regular shift resulting from an unplanned activity through no fault of the Company will be paid at one and one-half (1 and ½) times the regular rate for up to thirty (30) minutes.

**MEMORANDUM OF AGREEMENT**  
**between**  
**Bechtel Jacobs Company LLC and its Subcontractors**  
**with ATLC**

**Fringe Benefit Programs**

The fringe benefit programs administered by Lockheed Martin Energy Research, Inc. pursuant to the Former Agreement will no longer apply to the employees of Bechtel Jacobs Company LLC or its subcontractors, e.g., Pension Plan, Group Insurance Plan, Dental Expense Assistance Plan, etc. In place of those benefit programs Bechtel Jacobs Company LLC and its first-tier and second-tier subcontractors, will institute substantially equivalent plans or programs which will apply to grandfathered employees covered by this agreement. The fringe benefits programs administered by Bechtel Jacobs Company LLC (Pension Plan, Life Insurance Plan, Dental Plan, etc.) will apply to all Bechtel Jacobs Company LLC and first-tier and second-tier subcontractor bargaining unit personnel. For purposes of this provision, grandfathered employees are individuals who were employees of Lockheed Martin Energy Systems, Lockheed Martin Utility Services, and/or Lockheed Martin Energy Research on March 31, 1998, or bargaining unit employees on the recall list on March 31, 1998, who are subsequently employed by Bechtel Jacobs Company LLC or its first-tier or second-tier subcontractors at the Oak Ridge National Laboratory (ORNL) under the terms of this agreement. A grandfathered employee who incurs a break in service of any length will continue to be a grandfathered employee upon re-employment by Bechtel Jacobs Company LLC or by any of its first-tier or second-tier subcontractors at the ORNL site. The terms of these plans or programs will be reviewed with the Union prior to implementation. The actual benefits to be provided will be those contained in the applicable and appropriate plan documents. It is understood that newly hired employees who are not considered grandfathered employees will participate in these or substantially equivalent plans or programs.

New Hires

Pension Plan benefits, as set forth in the Bechtel Jacobs Company LLC “Your Benefits Employee Handbook” are not applicable to newly hired employees who are not defined as “grandfathered employees.” In lieu of the Pension Plan, Bechtel Jacobs Company LLC and its subcontractors will contribute the Profit Sharing Component of a 401(K) profit sharing plan an amount equal to 5.8% of the applicable hourly wage.

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