



CONTRACT

Between

**Bechtel Jacobs Company LLC
Y-12 Plant**

**And its
Subcontractor**

**Energy Solutions
Oak Ridge, Tennessee**

And

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

And

**Its Affiliated Unions Including
Local No. 480 of the I.A.M.
Oak Ridge, Tennessee**

March 10, 2009 - June 29, 2013

Oak Ridge, Tennessee

TABLE OF CONTENTS

ARTICLE 1 - APPLICATION AND PURPOSE OF CONTRACT.....	1
Section 1 - Application.....	1
Section 2 – Purpose.....	1
ARTICLE II - RECOGNITION	1
Section 1 - Application.....	1
Section 2 - Antidiscrimination	1
Section 3 - Checkoff of Union Membership Dues.	2
Section 4 - Company Recognition.....	2
ARTICLE III - GRIEVANCE PROCEDURE	3
Section 1 - Stewards and Grievance Committee.	3
Section 2 - Discussion.....	3
Section 3 - Grievance Procedure.	3
Section 4 - Time Limits.....	4
Section 5 - Pay for Grievance Time.....	4
ARTICLE IV - ARBITRATION	4
Section 1 - Arbitration Procedure.	4
ARTICLE V - SENIORITY	5
Section 1 - Seniority Classifications.....	5
Section 2 - Seniority Administration.....	5
Section 3 - Loss of Seniority.....	6
Section 4 - Probationary Employees.	6
Section 5 - Seniority Lists.....	6
Section 6 - Promotions.....	6

Section 7 - Job Bidding.....	7
Section 8 - Layoffs.....	8
Section 9 - Rehiring.	8
Section 10 - Seniority During Absences.	8
ARTICLE VI - LEAVES OF ABSENCE	9
Section 1 - Short Term Leave.	9
Section 2 - Extended Leave.	9
Section 3 - Union Officers, Grievance Committee, and Stewards.	9
ARTICLE VII - HOURS OF WORK AND OVERTIME	10
Section 1 - Normal Hours.....	10
Section 2 - Standard Overtime.....	10
Section 3 - Seventh Consecutive Day Worked.....	11
Section 4 - Holidays.	11
Section 5 - Call-In.	12
Section 6 - Reporting for Work.	12
Section 7 - Temporary Reclassification.....	12
Section 8 - Schedule or Shift Change.	12
Section 9 - Pyramiding of Overtime.....	12
Section 10 - Offsetting Overtime.	12
Section 11 - Assigning Overtime.....	13
ARTICLE VIII - VACATIONS.....	13
Section 1 - Vacations.....	13
Section 2 - Carry Forward Option.	13
Section 3 - Fragmented Vacation.....	14
ARTICLE IX - MILITARY SERVICE	14
Section 1 - Applicable Statutes, Etc.....	14

ARTICLE X - WAGES AND BENEFITS.....	14
Section 1 - Wage Schedules.....	14
Section 2 - Promotions.....	14
Section 3 - Transfers.....	15
Section 4 - Payday.....	15
Section 5 - Shift Premium.....	15
Section 6 - Overtime Lunches.....	15
Section 7 - Worked Lunch Period.....	16
Section 8 - Weekend Premium.....	16
Section 9 - Cost of Living Allowance.....	16
ARTICLE XI - CONTINUITY OF OPERATIONS	16
Section 1 - Continuity of Operations.....	16
ARTICLE XII - PHYSICAL EXAMINATIONS	17
Section 1 - Physical Examinations.....	17
ARTICLE XIII - SAFETY AND HEALTH	17
Section 1.....	17
Section 2.....	17
Section 3.....	17
Section 4.....	17
Section 5.....	17
Section 6.....	18
Section 7.....	18
Section 8.....	19
Section 9.....	19
Section 10.....	19
Section 11.....	19

Section 12.....	19
Section 13.....	19
Section 14.....	19
Section 15.....	20
ARTICLE XIV - PROTECTIVE SECURITY	20
Section 1 - Protective Security.....	20
ARTICLE XV - GENERAL.....	21
Section 1 - Bulletin Boards.....	21
Section 2 - Voting Time.....	21
Section 3 - Jury Duty.....	21
Section 4 - Work Performed by Supervisors or Technical Personnel.....	21
Section 5 - Company Service Credit. Company Service.....	22
Section 6 - Apprentice Program.....	22
Section 7 - Physically Handicapped Employees.....	22
Section 8 - Funeral Pay.....	22
Section 9 - Job Classification.....	22
Section 10 - Transfer of Work.....	22
Section 11 - Shift Preference.....	22
Section 12 - Educational Assistance.....	23
Section 13 - Maintenance of Privileges.....	23
ARTICLE XVI - LAYOFF ALLOWANCE PAY.....	23
Section 1 - Allowance Pay Schedule.....	23
Section 2 - Rehired Termination.....	24
Section 3 - Contractor Change.....	24
Section 4 - Retirement Termination.....	24
ARTICLE XVII - DISABILITY PAY	24

Section 1 - Short Term Disability Plan.	24
Section 2 - Long Term Disability Plan.	25
Section 3 - Conditions of Payment.....	25
Section 4 - Administration of Plans.....	26
Section 5 - Company Service Credit During Approved Nonoccupational or Occupational Absences.	27
ARTICLE XVIII - DUTIES OF EMPLOYEES	27
Section 1 - Job Assignments.....	27
Section 2 - Work Assignments.	27
Section 3 - Disputed Assignments.....	27
Section 4 - Temporary Reassignment.	27
ARTICLE XIX - DURATION	28
Section 1 - Duration.	28
APPENDIX A	29
Table 1a - Wage Schedule – Effective April 6, 2009	1
Table 1b - Wage Schedule – Effective April 5, 2010	32
Table 1c - Wage Schedule – Effective April 4, 2011.....	32
Table 1d - Wage Schedue - Effective April 2, 2012.....	33
Table 2 - Classification Schedule - Seniority Groups	33
APPENDIX B – VACATION REGULATIONS	37
APPENDIX C – COMPANY SERVICE CREDIT RULES.....	38
PENSION, GROUP INSURANCE, AND DENTAL AGREEMENT	39
MEMORANDUM OF AGREEMENT - BJC FRINGE BENEFITS	62
MEMORANDUM OF AGREEMENT – HEALTH CARE PLAN.....	42
MEMORANDUM OF AGREEMENT – MACHINIST SENIORITY GROUP	43

MEMORANDUM OF AGREEMENT ON OVERTIME	44
OVERTIME ADMINISTRATION GROUND RULES	45
MEMORANDUM OF AGREEMENT – SHIFT PREFERENCE FOR MACHINIST SENIORITY GROUP AND MACHINIST CLEANER GROUP	46
MEMORANDUM OF AGREEMENT – SHIFT PREFERENCE FOR BOILERMAKER OPERATOR SENIORITY GROUP	47
MEMORANDUM OF AGREEMENT – MATERIALS CLERKS/TRUCK DRIVERS	48
MEMORANDUM OF AGREEMENT ON PART-TIME FOOD SERVICES WORKERS	49
MEMORANDUM OF AGREEMENT – TWELVE-HOUR (12-HOUR) SHIFTS	50
MEMORANDUM OF AGREEMENT - TEN- HOUR SHIFTS	52
ADMINISTRATIVE UNDERSTANDINGS.....	57
MEMORANDUM OF AGREEMENT – BJC/SUBCONTRACTOR FRINGE BENEFIT PROGRAMS	62
INDEX.....	67

CONTRACT

This Contract is made and entered into by and between Bechtel Jacobs Company LLC and its Subcontractor, successors or assigns, hereinafter called the "Company," and the Atomic Trades and Labor Council, A.F.L.-C.I.O. and its affiliated unions including Local 480 of the I.A.M., hereinafter called the "Union."

This Contract between the Company and the Union shall become effective 4:00 p.m., March 10, 2009 and will expire at 4:00 p.m., June 29, 2013.

ARTICLE 1 – APPLICATION AND PURPOSE OF CONTRACT

Section 1 - Application.

This Contract applies only to the employees hereinafter defined as being included in the Bargaining Unit at the Y-12 Site, Bechtel Jacobs Company LLC located in the Oak Ridge area, and operated by the Company for the United States 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 hourly paid production, maintenance, and service employees at the Y-12 Site, Oak Ridge, Tennessee, including equipment dispatchers and receiving and shipping clerks, but excluding assay analysts, junior assay analysts, development technicians, glassblowers, laboratory analysts, junior laboratory analysts, property inventory clerks, assistant steam plant engineers, office clerical employees, technical employees, professional employees, guards, and supervisory employees as defined in the Labor-Management Relations Act.

At the time of hiring, an employee 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 - Antidiscrimination.

There shall be no discrimination, interference, or coercion against any employee because of membership or nonmembership in the Union by the Company or any of its agents; and the Union likewise agrees that there shall be no discrimination, interference, or coercion against any employee of the Company due to membership or nonmembership in the Union.

Both the Company and the 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 or 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 3 - Checkoff of Union Membership Dues.

The Company agrees to deduct uniform Union membership dues by class of membership from the wages of each employee who furnishes the Company with a written assignment and authorization to deduct such dues from his or her wages each month and to remit such membership dues to the Union. Except as noted below such checkoff of membership dues shall continue so long as the employee is continuously a member of the bargaining unit, on the payroll, and unless withdrawn by written notice from the employee postmarked and/or received at any time within a fifteen (15) day period beginning April 1 of each year. The written notice from the employee shall be addressed to the Company with a copy to the Atomic Trades and Labor Council by registered mail. The employee shall send the registration receipt of the Union's copy to the Company, along with the withdrawal request. 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. An 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 or Its Subcontractor

ASSIGNMENT AND AUTHORIZATION OF UNION MEMBERSHIP DUES

I, _____, 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 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 4 - Company Recognition.

The Union recognizes that the Company shall exercise the exclusive responsibility for the management of the Y-12 Complex 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.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1 - Stewards and Grievance Committee.

The Company agrees to recognize a reasonable number of properly certified Stewards and Chief Stewards of the Union 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 Atomic Trades and Labor Council, A.F.L.-C.I.O.

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

Section 2 - Discussion.

Any employee may discuss with his or her 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 Departmental 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 employees who are members of the Union Grievance Committee may assist in the settling of grievances under this Article, without loss of pay, provided they arrange with their supervisor to leave work for the purpose of handling a grievance.

ARTICLE IV - ARBITRATION

Section 1 - Arbitration Procedure.

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

- a. the discharge of an employee, or
- b. the interpretation of provisions of this Contract, or
- c. 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 twenty-six (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 twenty-one (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 Classifications.

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.

Section 2 - Seniority Administration.

The seniority of employees as set forth in the seniority list dated February 28, 2009, shall be retained and made applicable to the seniority groups as shown in Appendix A.

When employees are transferred permanently from one seniority group to another, their seniority will not commence in the new seniority group until they have satisfactorily completed a twelve (12) week probationary period in the new seniority group, at which time seniority shall date from the day of transfer to the new seniority group. Effective with promotions after June 22, 1972, seniority in the former seniority group will be retained for the purpose of layoff administration in accordance with Section 8 of this Article.

When 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 such temporary transfers become permanent, the provisions of the above paragraph shall apply.

Section 3 - Loss of Seniority.

Seniority shall be lost by an employee under the following circumstances:

- a. When the employee is discharged by the Company.
- b. When the employee quits the service of the Company upon his or her own volition.
- c. When the employee is laid off for a period exceeding forty-eight (48) months without being recalled.
- d. When the employee overstays his or her authorized leave of absence without receiving an extension of time.
- e. When the employee does not properly report when recalled from layoff as set forth in Section 9 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 this period, if he or she is retained, his or her name shall be placed on the seniority lists, and his or her seniority shall date from the original date of hire.

The termination of the employment of such probationary employee shall not be subject to the Grievance Procedure.

Section 5 - Seniority Lists.

The Company agrees to furnish semiannually to the Union copies of a seniority list showing the seniority of each employee in the Bargaining Unit.

Section 6 - 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 7 - 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 an RIF, the Employer 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 complex-wide bidding. Such a vacancy shall be filled on the same basis as that outlined in Section 6 of this Article.
- 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 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) weeks 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 his or her 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 with 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 is no successful bidder, 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.

1. Only a 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 8 - Layoffs.

When decreasing the work force, probationary employees shall be the first to be laid off from the seniority group. When it becomes necessary to lay off employees in any seniority group, the employee having the least seniority shall be laid off first, provided the employees so retained have the necessary qualifications to perform the work available. An employee will receive one (1) week's notice of a layoff.

An employee who is to be laid off from his or her present seniority group and who has acquired a minimum of one (1) year of seniority in a former seniority group shall be entitled to return to the classification within the former group to which he or she was last assigned provided his or her restored seniority in the former group is sufficient to displace a less senior employee in that classification and provided the returning employee is able to perform the duties of the classification to which he or she is returning. Restored seniority shall be determined on the basis of the period of time the employee accumulated seniority in the former group to which he or she is returning. In the event 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 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 9 - Rehiring.

Rehiring shall be in reverse order of layoffs within a seniority group, subject to the Company's need for employees to perform the work available and subject to satisfactory qualifications to perform the work. Employees being recalled shall be notified by registered mail, return receipt requested, mailed to the last address on record in the Company files. The envelope shall bear the legend-"Post-master-Do not forward. If addressee has moved, return to sender." If the Company does not receive a reply from the employee to said letter within six (6) days from the date of its delivery, as shown on the registration mail receipt, in which the employee agrees to report for work within two (2) calendar weeks after he or she has received said notification, or if the post office returns said letter to the Company because the addressee has moved, or the employee does not report for work on the date he or she agreed to report as provided in this section, the employee will be considered to have forfeited all rehiring rights, unless these time limits are extended by the Company. In case of an emergency the Company may temporarily fill any vacancy.

Section 10 - 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 and will maintain his or her past seniority and accumulate seniority up to a maximum of forty-eight (48) months of the layoff period.

Seniority will also be accumulated during leaves of absence granted in accordance with Article VI of this Contract and for approved absences 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 retirement from such office, the employee shall be entitled to return to his or her 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 his or her leave. Any employee granted such leave of absence must return all security identification issued to him or her.

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 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, Grievance Committee, and Stewards.

Upon official request of the Union, Union officers, members of the grievance committee, 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.

- a. The normal work week for payroll purposes shall be a forty (40) hour work week beginning at 11 p.m. Sunday for rotating shifts and at 12 midnight Sunday for fixed shifts and special shifts.
- b. The normal work day shall consist of eight (8) hours of work.
- c. The normal hours for rotating shift workers are: 7 a.m. to 3 p.m., 3 p.m. to 11 p.m., and 11 p.m. to 7 a.m.
- d. The normal hours for fixed shift workers are from 7 a.m. to 3:30 p.m. with a thirty (30) minute nonpaid lunch period, 3:30 p.m. to 11:30 p.m., and 11 p.m. to 7 a.m. Fixed shift schedules will provide for two (2) consecutive scheduled days off.

Section 2 - Standard Overtime.

- a. Overtime at the rate of one and one-half (1 1/2) times the regular rate of pay shall be paid as follows:
 - (1) For hours worked in excess of forty (40) within any normal week, or
 - (2) For hours worked in excess of eight (8) in any twenty-four (24) hour period.
- b. Temporary changes in the permanent work schedules will not be made for the purpose of avoiding overtime payment.
- c. An employee who is required to work in excess of sixteen (16) continuous hours, excluding the nonpaid lunch period of a fixed shift worker, shall be paid two (2) times his or her regular hourly rate for all such continuous hours worked in excess of sixteen (16).
- d. When an employee is required to work overtime beyond the end of his or her scheduled shift, he or she 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 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. When an employee is previously assigned to report prior to the beginning of his or her next scheduled shift and does report and work, he or she shall receive not less than four (4) hours pay at straight time or one and one-half (1 1/2) times his or her straight time for such work performed, whichever is greater.

The above is limited to casual and intermittent assignments and does not apply when an employee is assigned to an extended schedule which covers the hours of his or her current shift.

Section 3 - Seventh Consecutive Day Worked.

Overtime pay at the rate of two (2) times the regular rate shall be paid for all work performed on the seventh consecutive day worked in the normal work week for payroll purposes.

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

Companion to Independence Day will be in accordance with the applicable holiday schedule

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, Friday shall be observed as the holiday. Holidays which fall on the scheduled day off of an employee will be observed on his or her next scheduled workday following the holiday. Eight (8) hours' pay at the regular rate of pay shall 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 work as scheduled and does not have an acceptable excuse will receive no pay for the holiday. An 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 regular rate of pay for the balance of the eight (8) hours. To be eligible for holiday pay, an employee must report and work as scheduled on his or her last regularly scheduled working day immediately preceding the holiday and the first regularly scheduled working day immediately following this holiday unless excused by the Company. Premium pay for the holiday will be based on the calendar day. 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.

For the purpose of determining whether an employee is to receive overtime pay at the rate of 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 work week 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 work week, 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, and provided that such holidays shall not be counted as a day worked where the employee was instructed to work and failed to do so.

If the designated holiday occurs during the 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.

Section 5 - Call-In.

An employee who has left the complex 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.

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 to work.

Section 7 - Temporary Reclassification.

If an employee is required to work in a higher paid job classification for four (4) or more consecutive hours without an intervening change in job assignment, he or she shall receive the starting rate of the higher paid job classification effective as of the time such an assignment was made. If the starting rate of the new job classification is less than four cents (\$.04) more than his or her regular rate, the employee shall receive the next higher rate in the new job classification, not to exceed the top rate of such classification. Employees shall not be consistently required to work at such higher paid job classifications 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 prior to the first hour of the new schedule will receive one and one-half (1 1/2) times his or her regular rate 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 pay is involved.

Section 9 - Pyramiding of Overtime.

The allowance of overtime pay for any hour for which an employee received compensation eliminates that hour from consideration for overtime pay on any other basis.

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

Section 10 - Offsetting Overtime.

An employee shall not be required to take time off from his or her regularly scheduled normal work week 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.

ARTICLE VIII - VACATIONS

Section 1 - Vacations.

Employees shall receive vacations in accordance with their Company Service Credit as follows:

- a. An employee must complete one (1) year of Company Service Credit to obtain initial eligibility for two (2) weeks vacation. However, 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, the employee 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, the employee 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, the employee 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, the employee 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, the employee shall receive six (6) weeks of vacation.
- g. The Vacation Plan shall be administered in accordance with the vacation regulations contained in Appendix B attached hereto and made a part hereof.

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 his or her 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.

- a. Vacations will be scheduled in accordance with the normal procedure. Any or all of an employee's vacation entitlement may be requested in portions of one (1) or more whole days. Fragmented vacation eligibility may be taken in one-hour increments, subject to all the provisions of this section. When first making such a request, the employee must designate which prescheduled week or weeks are to be fragmented. These cannot be subsequently changed; that is, any remaining vacation days must be executed during the prescheduled weeks. The employee's request for vacation must be made with reasonable advance notice.
- b. The first line supervisor will have absolute discretion to approve or disapprove such requests, and his or her decisions will not be subject to challenge in the Grievance Procedure or Arbitration. In no case will such requests be granted if, in the opinion of the Company, it will be necessary to provide relief at premium or overtime rates.
- c. 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.

ARTICLE IX - MILITARY SERVICE

Section 1 - Applicable Statutes, Etc.

Both parties will abide by and comply with all applicable Federal and State laws, executive orders, 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 AND BENEFITS

Section 1 - Wage Schedules.

The wage schedules and classifications are set forth in Appendix A (Table 1 and Table 2) and are attached hereto and made a part hereof.

General wage increase over the duration of the contract is as follows:

- 4.0% general wage increase retroactive to April 6, 2009
- 4.0% general wage increase on April 5, 2010
- 4.0% general wage increase on April 4, 2011
- 4.0% general wage increase on April 2, 2012

Section 2 - Promotions.

An employee promoted to a higher paid job 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, the employee will receive the next higher 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 higher paid job classification unless in the opinion of his or her

supervisor the employee has not demonstrated his or her ability to perform the work, in which case he or she will be returned to his or her previous job classification and rate.

Section 3 - Transfers.

When an employee is transferred to a lower paying job 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 paid job classification as of the date of the transfer, except that if his or her present rate is below the maximum rate of the job classification to which he or she is being transferred, the employee shall receive the highest rate in the job classification to which he or she is transferred that does not provide an increase in pay.

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 Paymaster's office at any time during office hours.

Section 5 - Shift Premium.

A shift premium is paid to those employees regularly scheduled to work on a rotating shift schedule or a fixed shift schedule as defined in Article VII, Section 1 as follows:

- a. Sixty cents (\$.60) per hour for hours worked on the 3 p.m. to 11 p.m. shift and the 3:30 p.m. to 11:30 p.m. shift.
- b. One dollar and twenty cents (\$1.20) per hour for hours worked on the 11 p.m. to 7 a.m. shift.
- d. No shift premium will be paid for hours worked on the rotating 7 a.m. to 3 p.m. shift and the fixed 7 a.m. to 3:30 p.m. shift.
- e. Shift employees working overtime will receive overtime pay computed on their rates plus the shift premium, if any, in effect during their regularly scheduled shift.

Section 6 - 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 and fifty cents (\$4.50), which will be included in his or her regular pay check.

An additional meal allowance of four dollars and 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 the time consumed in eating lunch will be made as short as possible and in no case will exceed thirty (30) minutes.

Straight-day shift employees whose normal work schedule is Monday through Friday and who are assigned to work overtime on Saturday and/or Sunday will not be required to take a nonpaid lunch period on such Saturday and/or Sunday.

Section 7 - Worked Lunch Period.

If a fixed shift worker is not allowed a lunch period after six (6) continuous hours of work beginning with his or her starting time, he or she will be paid for a worked lunch period of thirty (30) minutes and allowed time thereafter, not to exceed thirty (30) minutes, to eat lunch.

Section 8 - Weekend Premium.

An employee who works Saturday and/or Sunday as part of his or her normal work week will receive fifty cents (\$.50) per hour for such hours worked on Saturday and 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 9 - Cost of Living Allowance.

- (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 October 6, 2008, 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 of 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.

ARTICLE XI - CONTINUITY OF OPERATIONS

Section 1 - Continuity of Operations.

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 of the Contract, 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

Section 1 - 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 Occupational Safety and Health Administration 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 item 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.
- b. 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 TLVs.
 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.

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 9.

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 10.

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 11.

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

Section 12.

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 13.

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 14.

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 15.

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

Section 1 - 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 authorized to receive such information by the Government. No person will be authorized to receive 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 or her immediate supervisor. If the employee's jury duty exceeds three (3) hours, he or 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 or 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 or her next scheduled shift.

An employee scheduled to work between the hours of 12 midnight and 9 a.m. immediately preceding his or her first day of jury duty is excused from work for any of such hours. After the first day of jury duty, if his or her jury duty responsibility on any day exceeds three (3) hours, the employee is excused from any portion of his or 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 or she will be paid his or her normal straight-time earnings (including shift premium) provided he or 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 or 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 or technical personnel shall not do non-supervisory work which will deprive employees of jobs regularly performed by them. This does not prevent supervisory or technical personnel from performing necessary functions of instructions or assistance to employees, or from temporarily operating for purpose of determining the operating characteristics of new or revised equipment or processes, or in an emergency, or for experimental purposes.

It is recognized that scientific, research, and development personnel may perform manual work when such is essential to effective completion of the job.

Section 5 - Company Service Credit. Company Service

Credit will be determined in accordance with the Company Service Credit rules.

Section 6 - Apprentice Program.

The Apprentice Program as set forth in the "Apprentice Training Standards" shall be continued.

Section 7 - Physically Handicapped Employees.

Employees physically handicapped as a result of occupational illness or injury incurred at this plant 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 the immediate family will be paid his or her regular rate of pay 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.

Such hours paid for shall not be considered as hours worked in computing overtime payment.

For the purpose of this section, the term "a member of the immediate family" shall be defined as, and limited to, the following: spouse, children, stepchildren, brothers, half brothers, sisters, half sisters, parents, stepparents, parents-in-law, grandparents, brothers-in-law, sisters-in-law, son-in-law, daughter-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, he or she 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 he or she qualifies for funeral pay for those days under this section.

Section 9 - Job Classification.

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 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 established 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 - Shift Preference.

Consistent with operating requirements, the senior qualified employee in a group will be afforded the opportunity to fill vacancies on alternate shifts as they occur. In no case shall an employee exercise shift preference more than one time in a twelve (12) month period. Shift preference is

not applicable to new employees in the probationary period, to any temporary assignments of less than six (6) weeks' duration, or in other agreed upon locations.

Shift preference will not apply to employees in the Machine Operator classification and the Assemblyperson C classification, either in considering their preference or the preference of others.

Section 12 - Educational Assistance.

Financial assistance will be provided 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.

Section 13 - Maintenance of Privileges.

The Company will maintain its present practice of allowing employees a reasonable amount of time to wash up and change clothes. The Company's present practice relating to the issuance of clothes and shoes will also be maintained.

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:

Service Credit
Allowance Pay

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 is not renewed during the term of this Contract and the employee becomes an employee of a successor within ten (10) days of the date of the change in contractors, layoff allowance will not be payable to such transferred employees by the Bechtel Jacobs Company, L.L.C. 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.

Section 4 - Retirement Termination.

A layoff allowance applicable to retirement terminations will be paid in accordance with the table in Section 1 for Company Service Credit as of December 31, 1965. Retirement layoff allowance will not be applicable to any new employee nor for Company service of present employees accrued after December 31, 1965.

ARTICLE XVII - DISABILITY PAY

Section 1 - Short Term Disability Plan.

An employee disabled and unable to work due to illness, pregnancy, or non-occupational injury will be paid 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 Benefits Delivery Employees Handbook for current employees. Eligibility schedule for employees offered and hired after June 22, 2004, will be in accordance with the following schedule:

<u>Company Service</u>	<u>Maximum # of Weeks of Payment</u>
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 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. For a 12-hour shift worker disability pay will begin after an absence of 24 consecutive hours (two shifts).

Occupational Disability

The Employers 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 or 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 disability benefits section of the Bechtel Jacobs "Your Benefits Handbook", referred to in Section 1 above and will be paid, if he or she is totally and permanently disabled as defined in the above-referenced handbook, until he or 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. 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 sixty (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 twelve (12) months that the employee's plan coverage is in effect if caused by any condition for which he or she received treatment during the three (3) month period before his or 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 (3) consecutive calendar days of the absence. However, certification may be requested by the Company for any or all of the first three (3) 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 work day. In case working hours of the plant are changed, it is understood that payment under the above schedule will be changed in direct 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 nonmedical 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 nonmedical 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 Company will assign employees to duties within their job classifications 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 duties so assigned to them.

Section 2 - Work Assignments.

The Company will give careful consideration to complaints of flagrant violation of job lines in the production and service classifications or craft lines for the crafts within the Maintenance Division. The scope of work performed by R.E.D. Mechanics will not be increased, the number of R.E.D. Mechanics will not be increased unless the volume of work increases; and in maintaining the scope of the work of the R.E.D. Mechanic, where the work of the R.E.D. Mechanic overlaps with work of the crafts, and a reasonable choice can be made, the Company will make the assignment to the crafts. The content of existing jobs will be retained.

Section 3 - Disputed Assignments.

If a dispute arises relative to a work assignment, it shall be discussed by the supervisors and the Chief Stewards of the crafts involved. If an agreement is not forthcoming from this discussion, the dispute shall be referred to the Union's internal procedure; and the decision will be made known to the Company by the Union. 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 (12) weeks to meet the reassignment objectives. The twelve (12) 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 or her classification which he or 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 BJC President or the BJC Project Manager acting on behalf of the Plant Manager. 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.

ARTICLE XIX - DURATION

Section 1 - Duration.

This Contract shall become effective 4 p.m., March 10, 2009, and shall continue in effect through 4 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.

During the term of this agreement, the Employer(s) and the Union may mutually agree to modify or amend the terms of this contract upon written agreement by the parties.

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, and its affiliated unions
including Local 480 of the IAM**

s/Garry Whitley
s/Earl Johnson
s/Steve Jones
s/Donald R. Carson
s/M.D. Thompson
s/Telesa Weaver

Bechtel Jacobs Company, LLC

/s/ Sandy J. Davis
/s/ Robert C. Slover

Energy Solutions

/s/Dutch Conrad

WAGE SCHEDULE - Y-12

Effective April 6, 2009 (Y-12)

Group	Start	3 Mos.	6 Mos.	9 Mos.	12 Mos.				
01	16.14	16.81	17.49	18.28	18.97				
03	16.84	17.56	18.27	18.92	19.62				
05	17.82	18.58	19.38	20.17	20.96				
08	17.96	18.83	19.61	20.42	21.22				
09	18.22	19.00	19.79	20.54	21.29				
10	18.43	19.28	20.07	20.86	21.65				
11	18.53	19.44	20.25	21.05	21.83				
12	18.88	19.73	20.53	21.32	22.12				
13	18.94	19.76	20.57	21.34	22.15				
14	19.40	20.22	21.00	21.78	22.62				
15	19.69	20.57	21.38	22.21	23.06				
16	19.98	20.80	21.60	22.37	23.14				
17	20.10	20.98	21.83	22.70	23.59				
18	20.47	21.34	22.21	23.08	23.95				
19	20.61	21.49	22.37	23.25	24.14				
20	20.96	21.83	22.73	23.65	24.53				
21	21.83	22.74	23.67	24.58	25.52				
22	22.70	24.35	25.93						
24	23.11	24.11	25.06	25.97	26.90				
25	23.43	24.45	25.42	26.34	27.31				
26	23.67	24.66	25.62	26.60	27.56				
51	14.49	15.15	15.79	16.43	17.12				
53	15.17	15.83	16.41	17.02	17.69				
55	16.03	16.74	17.43	18.16	18.84				
29	25.54	27.35	29.18						
30	25.74	27.56	29.37						
32	26.01	27.84	29.66						
33	26.36	28.29	30.17						
34	27.21	29.16	31.11						
	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	48 Mos.	
00	20.07	20.91	21.73	22.59	23.40	24.20	25.07	26.19	

Effective April 5, 2010 (Y-12)

Group	Start	3 Mos.	6 Mos.	9 Mos.	12 Mos.			
01	16.79	17.48	18.19	19.01	19.73			
03	17.51	18.26	19.00	19.67	20.41			
05	18.53	19.33	20.15	20.97	21.79			
08	18.68	19.59	20.40	21.23	22.06			
09	18.95	19.76	20.58	21.36	22.14			
10	19.17	20.05	20.87	21.70	22.52			
11	19.27	20.22	21.06	21.89	22.70			
12	19.63	20.52	21.35	22.17	23.01			
13	19.70	20.55	21.39	22.19	23.04			
14	20.17	21.03	21.84	22.65	23.52			
15	20.47	21.39	22.24	23.10	23.98			
16	20.78	21.63	22.46	23.27	24.07			
17	20.91	21.82	22.70	23.61	24.53			
18	21.29	22.19	23.10	24.00	24.91			
19	21.44	22.35	23.27	24.18	25.10			
20	21.79	22.70	23.64	24.60	25.51			
21	22.70	23.65	24.62	25.56	26.54			
22	23.61	25.32	26.96					
24	24.03	25.07	26.07	27.01	27.98			
25	24.37	25.43	26.43	27.40	28.40			
26	24.62	25.64	26.64	27.67	28.66			
51	15.07	15.76	16.42	17.09	17.80			
53	15.78	16.46	17.07	17.71	18.40			
55	16.67	17.41	18.13	18.88	19.60			
29	26.56	28.45	30.35					
30	26.77	28.66	30.54					
32	27.05	28.95	30.85					
33	27.42	29.42	31.38					
34	28.29	30.33	32.35					
	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	48 Mos.
00	20.87	21.75	22.59	23.49	24.34	25.17	26.08	27.23

Effective April 4, 2011 (Y-12)

Group	Start	3 Mos.	6 Mos.	9 Mos.	12 Mos.			
01	17.46	18.18	18.92	19.78	20.52			
03	18.21	18.99	19.76	20.46	21.23			
05	19.27	20.10	20.96	21.81	22.67			
08	19.43	20.37	21.21	22.08	22.95			
09	19.71	20.55	21.41	22.22	23.03			
10	19.93	20.85	21.71	22.56	23.42			
11	20.05	21.02	21.90	22.77	23.61			
12	20.42	21.34	22.20	23.06	23.93			
13	20.48	21.37	22.25	23.08	23.96			
14	20.98	21.87	22.71	23.55	24.47			
15	21.29	22.25	23.13	24.03	24.94			
16	21.61	22.50	23.36	24.20	25.03			
17	21.74	22.69	23.61	24.56	25.51			
18	22.14	23.08	24.03	24.96	25.91			
19	22.29	23.24	24.20	25.15	26.11			
20	22.67	23.61	24.59	25.58	26.54			
21	23.61	24.60	25.60	26.58	27.60			
22	24.56	26.33	28.04					
24	24.99	26.07	27.11	28.09	29.10			
25	25.34	26.45	27.49	28.49	29.54			
26	25.60	26.67	27.71	28.77	29.81			
51	15.67	16.39	17.08	17.77	18.52			
53	16.41	17.12	17.75	18.41	19.13			
55	17.33	18.11	18.85	19.64	20.38			
29	27.63	29.58	31.56					
30	27.84	29.81	31.77					
32	28.13	30.11	32.08					
33	28.52	30.60	32.63					
34	29.43	31.54	33.64					
	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	48 Mos.
00	21.71	22.62	23.50	24.43	25.31	26.18	27.12	28.32

Effective April 2, 2012 (Y-12)

Group	Start	3 Mos.	6 Mos.	9 Mos.	12 Mos.			
01	18.16	18.90	19.68	20.57	21.34			
03	18.94	19.75	20.55	21.28	22.08			
05	20.04	20.91	21.79	22.68	23.57			
08	20.20	21.19	22.06	22.96	23.87			
09	20.50	21.37	22.26	23.10	23.95			
10	20.73	21.69	22.58	23.47	24.36			
11	20.85	21.86	22.78	23.68	24.56			
12	21.23	22.19	23.09	23.98	24.88			
13	21.30	22.23	23.14	24.01	24.92			
14	21.82	22.74	23.62	24.50	25.44			
15	22.15	23.14	24.05	24.99	25.94			
16	22.47	23.40	24.30	25.16	26.03			
17	22.61	23.60	24.56	25.54	26.53			
18	23.02	24.01	24.99	25.96	26.94			
19	23.19	24.17	25.16	26.16	27.15			
20	23.57	24.56	25.57	26.60	27.60			
21	24.56	25.58	26.63	27.64	28.71			
22	25.54	27.39	29.16					
24	25.99	27.12	28.19	29.21	30.26			
25	26.36	27.50	28.59	29.63	30.72			
26	26.63	27.74	28.81	29.92	31.00			
51	16.30	17.04	17.76	18.48	19.26			
53	17.07	17.81	18.46	19.15	19.90			
55	18.03	18.83	19.61	20.43	21.20			
29	28.73	30.77	32.83					
30	28.95	31.00	33.04					
32	29.26	31.32	33.36					
33	29.66	31.82	33.94					
34	30.60	32.80	34.99					
	Start	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	48 Mos.
00	22.58	23.53	24.44	25.41	26.32	27.22	28.21	29.46

Table 2 - Classification Schedule - Seniority Groups

Job Classification	Rate Group
Air Conditioning and Refrigeration Mechanic Group	
Air Conditioning and Refrigeration Mechanic	32
Asbestos Working Mechanic Group	
Insulator	32
Boilermaker/Blacksmith Group	
Boilermaker/Blacksmith	32
Boilermaker Operator Group	
Production Boilermaker	32
Production Operator	24
Assistant Production Operator	10
Building Services Group	
Group A	
Building Services Employee	05, 55
Window Washer	09
Laboratory Equipment Cleaner	09
Group B	
Grounds Equipment Operator	14
Mechanical Tool Operator	09
Laborer	05, 55
Cafeteria and Restaurant Group	
Chef	18
Cafeteria Stockkeeper	12
Cook	10
Cashier and Grill Attendant	03, 53
General Helper	01, 51
Carpenter Group	
Carpenter	32
Crane Operator Group	
Mobile Crane Operator	32

Table 2 (continued)

Job Classification	Rate Group
Electrical Group	
Electronic Instrument Maker	34
Cablesplicer	32
Electrician*	32
Instrument Mechanic*	32
Locksmith*	32
Scale Mechanic*	32
Electrical Apprentice	00
Firefighter Group	
Fire Protection Inspector**	21
Fire Truck Operator	19
Food Services Worker Group	
Food Services Worker (PT)	99
Foundryperson Group	
Heat Treater	32
Foundryperson	32
Garage Mechanic Group	
Garage Mechanic	32
Ironworker and Rigger Group	
Ironworker and Rigger	32
Laundry Group	
Laundry Washer	13
Laundry Operator	08
Lineman/Linewoman Group	
Lineman/Linewoman	32
Machinist Group	
Mechanical Instrument Maker	34
Machinist (Experimental)	33
Inspector	33
Machinist	32
Maintenance Machinist	32
Machinist (Production)	29
Machine Specialist	24
Machine Operator	10
Machinist Apprentice	00

Table 2 (continued)

Job Classification	Rate Group
Machinist Assemblyperson Group	
Assemblyperson	30
Assemblyperson A	29
Assemblyperson B	24
Assemblyperson C	10
Machinist Cleaner Group	
Cleaner	09
Masonry Group	
Brick and Tile Mason	32
Cement Finisher	22
Mobile Equipment Serviceperson Group	
Mobile Equipment Serviceperson	14
Operator Group	
Electroplater	29
Chemical Operator A	26
Chemical Operator B	13
Outside Machinist Group	
Outside Machinist	32
Painter Group	
Painter	32
Pipefitter Group	
Pipefitter	32
Process Service Group	
Stationary Engineer	26
Stationary Engineer Assistant	20
R. E. Development Mechanic Group	
R. E. Development Mechanic	32
Sheetmetal Group	
Sheetmetal Worker	32
Shop Maintenance Person Group	
Shop Maintenance Person	22

Table 2 (continued)

Job Classification	Rate Group
Steam Plant Operator Group	
Steam Plant Operator	26
Steam Plant Assistant	20
Stockkeeper Group	
Salvage Yard Keeper	20
Materials Clerk	18
Transportation Group	
Crane and Heavy Equipment Driver	20
Truck Driver	18
Tube Assembly Group	
Tube Assembler	25
Welding Group	
Leadburner	34
Inspector	33
Welder	32

*The Instrument Mechanic, Electrician, Locksmith, and Scale Mechanic Classifications may be used interchangeably since there are no job or craft lines between these classifications.

**Duties of Fire Protection Inspector encompass those previously performed by the First Aid Attendant (defunct classification).

APPENDIX B – 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 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 work week. 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 work week.
- 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 (1) vacation will be allowed an employee in any one calendar year.
- h. 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 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.
- i. Absence of an employee immediately preceding or following his or her vacation may not be excused for any reason except unavoidable circumstances.
- j. 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.

- k. 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.
- l. Except as provided for under Carry Forward Option, an employee may not voluntarily postpone his or her vacation to the following year.

APPENDIX C – COMPANY SERVICE CREDIT RULES

Company Service Credit is based upon employment by Bechtel Jacobs Company, L.L.C. Company Service Credit will be determined under the following rules:

1. 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.
2. 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:
 - a. If such layoff continues not more than four (4) consecutive years–Company Service Credit will be given for service prior to such layoff.
 - b. If such layoff continues more than four (4) years–no Company Service Credit will be given for service prior to such layoff.
3. 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 his or her employment, and his or her Company Service Credit shall end as of the date on which such absence commenced.
4. In case of rehire, subsequent to voluntary terminating 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.
5. 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.
6. 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 reemployment.

***NOTE: For BJC/Subcontractor Fringe Benefits -
See Memorandum of Understanding — page 62**

APPENDIX D – PENSION, GROUP INSURANCE, AND DENTAL AGREEMENT

This Agreement, relating to a pension plan, an insurance plan and a dental insurance plan, as amended on April 2, 1990, by and between Bechtel Jacobs Company LLC hereinafter referred to as the "Company", and the Atomic Trades and Labor Council, A.F.L.C.I.O., and its affiliated unions including Local No. 480 of the I.A.M., hereinafter referred to as the "Union."

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 Company's Y-12 Complex, subject to the following terms and conditions:

PART A - PENSION PLAN

1. Benefits available under the amended Pension Plan to eligible employees who retire on or after July 1, 2001, are set forth in the Bechtel Jacobs Company LLC "Your Benefits" Handbook dated October 2001, attached hereto and made a part hereof.
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 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. . 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

Benefits under the Group Insurance Plan as amended July 1, 2004, for eligible employees who participate in the Plan are set forth in the Benefits Delivery Handbook.

PART C - DENTAL INSURANCE PLAN

1. Benefits under the Dental Insurance Plan as amended June 22, 2004, for eligible employees who participate in the Plan are set forth in the Benefits Delivery Handbook attached hereto and made a part hereof.
2. Costs of the Dental Insurance Plan will be shared by the Company and participating employees.

PART D - 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 or C 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 or C of this Agreement, then the parties hereto agree that they will amend this Agreement so as to provide that the total cost to the Company for insurance benefits of whatsoever nature for its employees will not be greater in amount than such costs as provided by law or by Part B or C 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 nonmedical 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 nonmedical 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 therefore 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 one hundred and twenty (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 D - 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 nonmedical factual dispute.
6. This Pension, Group Insurance and Dental Agreement shall replace all prior agreements pertaining to the Pension, Group Insurance and Dental Plans, including any amendments to them.

Further, this Agreement shall remain in effect until 4 p.m., June 22, 2004.

MEMORANDUM OF AGREEMENT – HEALTH CARE PLAN

It is agreed by the parties that effective April 2, 2001, the present comprehensive Health Care Plan as set forth in your Health Benefits Delivery Handbook.

- 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.
- A Vision Care Plan with no deductible which includes an eye examination once every twelve (12) months, one pair of lenses once every twelve (12) months, and one pair of frames once every twenty-four (24) months.
 1. The Company will arrange with an insurance company to make available to participating employees in the bargaining unit certain benefits set forth in your Benefits Delivery Handbook.
 2. It is agreed that the gross cost of the said Health Benefits Program shall be shared by the Employer and participating employees. Each employee who enrolls in the Program shall pay the applicable rate while the Employer shall pay the remaining cost.
 3. 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.

MEMORANDUM OF AGREEMENT – machinist seniority group

It is hereby agreed between the Company and the Union that the procedure for promotion of employees in the Machinist Seniority Group shall be as follows:

1. An employee entering the seniority group in the classification of Machine Operator will remain in that classification for a satisfactory period of a minimum fifteen (15) months, in accordance with the current Wage Schedule, Table 1, Appendix A, before promotion to the classification of Machine Specialist.
2. An employee entering the seniority group in or promoted to the classification of Machine Specialist will remain in that classification for a satisfactory period of a minimum fifteen (15) months, in accordance with the current Wage Schedule, Table 1, Appendix A, before promotion to the classification of Machinist (Production).
3. Effective March 10, 1980, an employee entering the seniority group in or promoted to the classification of Machinist (Production) will remain in that classification until such time as he or she attains six (6) years service in the Machinist Seniority Group, before promotion to the classification of Machinist. Promotion to the classification of Machinist will be made on the first Monday following the week in which the employee attains six (6) years service in the Machinist Seniority Group.
4. The fifteen (15) month time periods referred to in Paragraphs 1 and 2 above are exclusive of any periods of absence totaling six (6) weeks or more. The twelve (12) week trial period referred to in Article V, Section 7, paragraph "e," and Article X, Section 2, is applicable to promotions to Machine Specialist and Machinist (Production).

It is also agreed that all employees in the Machinist Seniority Group may be assigned to any job normally performed by members of the Machinist Seniority Group, without respect to location or classification.

This agreement supersedes any previous agreements between the Company and Union respecting the employees in the Machinist Seniority Group.

MEMORANDUM OF AGREEMENT ON OVERTIME

This Memorandum of Agreement between the Atomic Trades and Labor Council and Bechtel Jacobs Company LLC is made in regard to the administration of Article VII, Section 11.

1. It is not practicable to include all employees in the same overtime group in the following job classifications, and two or more overtime groups will be established in these classifications:

- Assemblyperson Classifications
- Cleaner
- Electrical Classifications
- Garage Mechanic
- Machinist Classifications
- Materials Clerk
- Outside Machinist
- Chemical Operator Classifications
- Pipefitter
- Production Operator Classifications
- R.E.D. Mechanic
- Shop Maintenance Person
- Truck Driver
- Welder

2. An overtime spread of forty (40) hours between the low employee in the overtime group and the high employee will be considered reasonable. An employee who is transferred from one group to another group in the same classification will take his or her place in the new group in accordance with his or her accrued overtime. If this creates an unreasonable differential between employees in the new group, the Company will not be obligated to correct the differential unless time, coupled with available overtime work, makes it feasible to do so. A loaned employee will retain his or her accrued overtime standing with his or her regular overtime group for a period not to exceed six (6) weeks. Any other employee assigned to an overtime group will be given overtime status comparable to the high employee on the list.
3. Overtime inequities created by absence of more than thirty (30) calendar days will be corrected by adjusting the absentee's overtime status comparable with the low employee in the group or a minimum of forty (40) hours less than the maximum of the regular group. There will be no reduction in the absentee's accumulated overtime hours as the result of this adjustment.
4. Divisional overtime agreements for definition of overtime groups will be considered a part of this Agreement.
5. Individuals with medical restrictions will be assigned overtime when practical within the limits of their restrictions; however, resulting overtime inequities will be adjusted when necessary to the minimum of the agreed group spread.
6. For the purpose of the overtime distribution record, an accepted employee's preference to refuse an offer of overtime work will be charged as overtime worked.

OVERTIME ADMINISTRATION GROUND RULES

1. New employees are placed on the overtime list upon completion of their probationary period [twelve (12) weeks in the case of reclassification within the bargaining unit and three (3) months 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 less than 2.7 hours for which he or 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. (This is reflected in the Memorandum of Agreement on Overtime, Item 6.)
5. Hours worked or refused on a holiday will be charged as overtime. This does not apply to employees assigned to seven-day (7-day) 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 or she is permanently assigned. (The Memorandum of Agreement on Overtime, Item 2, dictates that this condition will not exceed six (6) weeks from the date of transfer.)
7. If overtime opportunity immediately precedes or follows a scheduled vacation period [one (1) 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 holiday, jury duty, voting time, fragmented vacation, 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 eight (8) hours in a twenty-four (24) hour period. The 24-hour period could span more than one (1) 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.

MEMORANDUM OF AGREEMENT – SHIFT PREFERENCE FOR MACHINIST SENIORITY GROUP AND MACHINIST CLEANER GROUP

This agreement is effective for the Machinist and Machinist Cleaner Seniority Groups only, for the Contract period expiring June 22, 2001.

Utilizing existing schedules for normal working hours:

1. Schedule the Rotating H and J Shift (7 a.m. to 3 p.m. and 3 p.m. to 11 p.m.), plus Fixed Day Shift (7 a.m. to 3:30 p.m.) for 2-shift/5-day coverage.
2. Add a Fixed Midnight Shift (on the hours of 11 p.m. to 7 a.m.) when and where a 3-shift/5-day coverage is necessary. (See deferred Contract Change No. 1 on the following page.)
3. Should extended coverage become necessary, such as 6 or 7 days per week in any of the Shift Preference Groups, same types of shifts will be employed, utilizing fixed 11 p.m. to 7 a.m. and 7 a.m. to 3:30 p.m. shifts, and rotating 7 a.m. to 3 p.m. and 3 p.m. to 11 p.m. shifts (See deferred Contract Change No. 2 on the following page.)
4. Establish four (4) Shift Preference Groups as follows:

Group 1 - 9201-5N, 9201-5W, Third Mill, P-Wing, General Shops (including Tool Grinding), 9201-5E, 9204-2, M-Wing, O-Wing, E-Wing, and G-3.
Group 2 - Dimensional Inspection and Gage Lab.
Group 3 - Equipment Services.
Group 4 - Specimen Shop and Tool Grinding.
5. There will be a minimum of 12% of the workers in this classification assigned to fixed day shift jobs, including a minimum of 15 workers in the General Shops. The General Shops shall include those shops in the east end, including any potential satellite shops. Persons assigned to fixed straight day jobs for hardship reasons due to medical or security restriction or personal hardship will not be included in the minimum requirements stated above.
6. The Cleaner classification shall comprise one shift preference group with shifts as described above.

Contract Change (deferred for this trial period):

1. Article VII, Section 1, para. d. is assumed revised for this purpose to also include fixed-shift hours of 11 p.m. to 7 a.m.

2. Article VII, Section 1, para. d. is assumed revised for this purpose to provide for two (2) or more consecutive scheduled days off.

Shift Preference:

1. Staffing of the various shifts will be made within shift preference groups by shift preference rules.
2. The privilege of temporary shift reassignment to meet operating needs shall continue and be limited to six (6) weeks within a six (6) month period.
3. Realignment of shift assignments within each shift preference group will be completed within an initial transition period of ninety (90) days.
4. For the purpose of probationary period orientation and extended technical and safety training requirements, new hires and/or inexperienced assignees may be assigned without regard to shift preference for a period not exceeding their first three (3) months' assignment in a new or different Shift Preference Group.

**MEMORANDUM OF AGREEMENT – SHIFT PREFERENCE FOR
BOILERMAKER OPERATOR SENIORITY GROUP**

The Company agrees to continue the following trial agreement for the Boilermaker Operator Seniority Group.

Utilizing existing schedules for normal working hours:

1. Schedule the rotating H and J shift (7 a.m. to 3 p.m. and 3 p.m. to 11 p.m.), plus fixed day shift (7 a.m. to 3:30 p.m.) for 2-shift/5-day coverage.
2. Fixed midnight shift (on the hours of 11 p.m. to 7 a.m.) when and where a 3-shift/5-day coverage is necessary.
3. Should extended coverage become necessary, such as six (6) or seven (7) days per week, the same types of shifts will be employed, utilizing fixed 11 p.m. to 7 a.m. and 7 a.m. to 3:30 p.m. shifts, and rotating 7 a.m. to 3 p.m. and 3 p.m. and 11 p.m. shifts.
4. The Boilermaker Operator Seniority Group shall comprise one (1) shift preference group with shifts as described above.

Contract Change (deferred for this trial period):

1. Article VII, Section 1, paragraph d. is assumed revised for the purpose to also include fixed shift hours at 11 p.m. to 7 a.m.
2. Article VII, Section 1, paragraph d. is assumed revised for this purpose to provide for two (2) or more consecutive days off.

Shift Preference:

1. Staffing of the various shifts will be made within this preference group by shift preference rules.

MEMORANDUM OF AGREEMENT – MATERIALS CLERKS/TRUCK DRIVERS

Materials Clerks

Y-12

Material Expediter
Material Handler
Receiving and Shipping
Clerk
Stockkeeper

ORNL

Chief Stores Attendant
Chief Toolroom Attendant
Stores Attendant
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 schedule 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.

MEMORANDUM OF AGREEMENT ON 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. The following wage schedule shall be applicable to part-time employees:

Effective April 2, 2001

Start	3 Mos.	6 Mos.	9 Mos.	12 Mos.	15 Mos.	18 Mos.	21 Mos.	24 Mos.
8.66	9.11	9.48	9.86	10.22	10.60	10.96	11.34	11.71

Effective April 1, 2002

Start	3 Mos.	6 Mos.	9 Mos.	12 Mos.	15 Mos.	18 Mos.	21 Mos.	24 Mos.
8.99	9.46	9.84	10.23	10.61	11.00	11.38	11.77	12.15

Effective March 31, 2003

Start	3 Mos.	6 Mos.	9 Mos.	12 Mos.	15 Mos.	18 Mos.	21 Mos.	24 Mos.
9.30	9.79	10.18	10.59	10.98	11.39	11.78	12.18	12.58

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 (1) 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 (1) 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% of eighty (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 requirement for a full-time employee:

Completed Service Credit	Basis for 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 (1) 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, 8, 9, and 10
Article VII, Section 2a(1)
Article IX
Article X, Sections 1, 4, 6, and 9
Article XI
Article XII
Article XIII
Article XIV
Article XV, Sections 1, 2, 3, 4, 5, 7, and 13
Article XVI, Sections 1, 2, and 3
Article XIX
Appendix C, Part C – Group Insurance Plan, Part C –
Dental Insurance Plan, Part D – General Provisions, and the Memorandum of Agreement Health
Care Plan.

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.

MEMORANDUM OF AGREEMENT – TWELVE-HOUR (12-HOUR) SHIFTS

It is agreed between the parties that the present 12-hour shift agreements for Electricians, Firefighters, Chemical Operators, Outside Machinists, Stationary Engineers, and Steam Plant Operators will be continued for the term of this Contract.

It is understood that employees working 12-hour shift schedules will in no case receive standard overtime for hours worked in excess of eight (8) in a 24-hour period. 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, disability leave, or other paid absences than they would normally receive by working the 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 (1/2) day vacation 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. Highlights of the 12-hour shift are as follows:

- Rotating 12-hour shift schedules (AABBCCDD) are worked as an alternative to rotating 8-hour shift schedules (ABCD).
- Shift schedules consist of two 40-hour, one 44-hour, and one 36-hour workweeks.
- Normal hours will be 7 a.m. to 7 p.m. and 7 p.m. to 7 a.m.
- Employees will receive pay for holdover, call-in, and work in excess of forty (40) hours in a payroll week in accordance with the terms of the Contract. In no case will employees receive standard overtime for hours worked in excess of eight (8) in a twenty-four (24) hour period.
- For working twelve (12) hours on holidays, employees receive two and one-half (2 1/2) times for the first eight (8) hours and straight time for the last four (4).
- When two worked holidays fall back to back and an employee begins work at 7 p.m. on the first holiday, he or she will receive sixteen (16) hours pay at two and one-half (2 1/2) times.
- When either SDO or scheduled to work a four (4) hour short day on the Plant-observed holiday, the holiday for the employee will move to the next scheduled workday of eight (8) hours or more.
- Shift premium will be paid for hours worked on respective shifts.
- Weekend premiums will be paid for all regular shift hours worked on Saturday and Sunday.
- A first meal allowance will be paid after fourteen (14) continuous hours.
- An employee working overtime [over forty (40)] on his or her scheduled day off will be paid a first meal allowance after working ten (10) continuous hours.
- An employee may request to be allowed to work either 7 a.m. to 11 a.m. or 11 a.m. to 3 p.m. hours, rather than 3 p.m. to 7 p.m. on the four (4) hour short day. The request must be made in advance and not on the day of the requested change. Approval or disapproval for such change will be at supervisory discretion, will not be subject to the Grievance Procedure or Arbitration, and will not be approved if it would require relief at premium or overtime rates.

CONTRACT MODIFICATION- MEMORANDUM OF AGREEMENT

10 Hour Shift Schedule

In accordance with Article XIX - Duration of the collective bargaining agreement, it is hereby agreed by the parties, that effective July 9, 2007 bargaining unit employees assigned to the EMWMF Project will begin working a 10 hour shift schedule in accordance with the following:

Employees will in no case receive standard overtime for hours worked in excess of eight (8) in a 24 hour period.

Employees will receive overtime for work in excess of 40 within any normal workweek at the rate of one and one-half (1 ½) times the regular rate.

Overtime pay at the rate of two (2) times the regular rate shall be paid for all work performed on the seventh consecutive day (Saturday and or Sunday) worked in the normal work week.

Employees will in no case receive more compensation for vacation, holidays, short term disability, jury duty, or other paid absences that would normally be received by working a normal 8 hour schedule.

No employee working under this agreement will receive a windfall under the contract by working a 10 hour shift as opposed to the normal 8 hour schedule.

Employees working the 10 hour shift schedule will receive a paid lunch period.

Guidelines for administration of the 10 hour shift are as follows:

- 1 Normal working hours (EMWMF site only): 6:45 am to 4:45 pm Monday through Thursday or Tuesday through Friday.
- 2 Monday, Friday, Saturday and Sunday will be scheduled days off depending upon which schedule (Monday through Thursday or Tuesday through Friday) an employee is assigned to.(Applies to EMWMF site only).
- 3 Holiday Schedule: (EMWMF and Landfill Sites) For calendar years 2009 through 2012, bargaining unit employees assigned to a 4 X 10 shift schedule will observe eight 10-hour holidays and one 8-hour holiday (for a total of 88 hours holiday pay). For Christmas week in each of those calendar years, bargaining unit employees may elect to work two 11-hour days at straight time and observe one 10-hour holiday and one 8-hour holiday or work two 10-hour days and observe one 10-hour holiday, one 8-hour holiday, and 2 hours vacation.
- 4 An additional four (4) hours of holiday for 2009 will be accounted for as follows; Christmas Eve for 2009 only, will be changed on both schedules from 8 hours to 10 hours. (*Note: 2009 is the only year that this change will be effective.*) In addition, on Tuesday, December 22, 2009 a short day (8 hours) will be worked

including a non-paid lunch and 2 additional hours of holiday pay will be paid to account for two hours of holiday remaining for the year of 2009.

- 5 Employees will receive pay for call-in, holdover and work in excess of 40 hours in a payroll week under the terms of this agreement and the contract. Work performed beyond the end of the regular 10 hour shift will be paid at one and one-half times (1 1/2) the regular rate.
- 6 Meal allowances will be paid after 12 hours of continuous work.
- 7 Funeral leave will be counted as three (3) 10 hour days, or three (3) 8 hour days during a holiday week.
- 8 Vacation, sick and personal time (without pay) will be accounted for in one-hour increments.
- 9 The 10 hour shift will be treated as a normal day shift under the contract.
- 10 It is understood that these conditions may not be all inclusive and that unanticipated situations may arise. In that event, the parties agree to address such issues, being guided by the intent of this agreement.
- 11 Adjustments in the working schedule /hours of work may be made to meet operation requirements. The Union will be notified as changes occur.
- 12 The Company will give due consideration to employee hardships.
- 13 Short Term Disability waiting period will be 24 consecutive normal scheduled work hours. The makeup period will be 120 consecutive normal scheduled work hours while working 10 hour shifts.
- 14 The Holiday observance schedules for CY 2009 through contract expiration in CY 2013 are as follows:

Remaining 2009 4x 10 Holiday Schedule (Monday through Thursday)

Holiday	Date
Good Friday	SDO
Memorial Day	Monday , May 25 (10 hours)
Independence Day	Thursday, July 2 (10 hours)
Companion to Independence Day	Wednesday, July 1 (10 hours)
Labor Day	Monday, September 7 (10 hours)
Thanksgiving Day	Thursday, November 26 (10 hours)
Companion to Thanksgiving Day	SDO
Christmas Eve	Thursday December 24 (10 hours)
Christmas Day	Wednesday, December 23 (10 hours)

2009 4 x 10 Holiday Schedule (Tuesday through Friday)

Holiday	Date
Good Friday	Friday, April 10 (10 hours)

Memorial Day	SDO
Independence Day	Thursday, July 2 (10 hours)
Companion to Independence Day	Friday, July 3 (10 hours)
Labor Day	SDO
Thanksgiving Day	Thursday, November 26 (10 hours)
Companion to Thanksgiving Day	Friday, November 27 (10 hours)
Christmas Eve	Thursday December 24 (10 hours)
Christmas Day	Friday, December 25 (10 hours)

2010 4 x 10 Holiday Schedule (Monday through Thursday)

Holiday	Date
New Year's Day	Thursday, December 31 (10-hours)
Martin Luther King's Birthday	Monday, January 18, (10-hours)
Good Friday	SDO
Memorial Day	Monday, May 31 (10 hours)
Independence Day	Monday, July 5 (10 hours)
Companion to Independence Day	Tuesday, July 6 10 hours)
Labor Day	Monday, September 6 (10 hours)
Thanksgiving Day	Thursday, November 25 (10 hours)
Companion to Thanksgiving Day	SDO
Christmas Eve	Thursday, December 23 (10 hours)
Christmas Day	Wednesday, December 22 (8 hours)

2010 4 x10 Holiday Schedule (Tuesday through Friday)

Holiday	Date
New Year's Day	Friday, January 1, (10-hours)
Martin Luther King's Birthday	SDO
Good Friday	Friday, April 2 (10 hours)
Memorial Day	SDO
Independence Day	Tuesday, July 6 (10 hours)
Companion to Independence Day	Friday, July 2 (10 hours)
Labor Day	Monday, September 6 (10 hour)
Thanksgiving Day	Thursday, November 25 (10 hours)
Companion to Thanksgiving Day	Friday, November 26 (10 hours)
Christmas Eve	Thursday, December 23, (10 hours)
Christmas Day	Friday, December 24 (8 hours)

2011 4x10 Holiday schedule (Monday through Thursday)

Holiday	Date
New Year's Day	Monday, January 3 (10 hours)
Martin Luther King's Birthday	Monday, January 17 (10 hours)
Good Friday	SDO
Memorial Day	Monday, May 30 (10 hours)
Independence Day	Monday, July 4 (10 hours)
Companion to Independence Day	Tuesday, July 5 (10 hours)
Labor Day	Monday, September 5 (10 hours)
Thanksgiving Day	Thursday, November 24 (10 Hours)
Companion to Thanksgiving Day	SDO
Christmas Eve	Tuesday, December 27 (8 hours)
Christmas Day	Monday, December 26 (10 hours)

2011 4x10 Holiday Schedule (Tuesday through Friday)

Holiday	Date
New Year's Day	Monday, January 3 (10 hours)
Martin Luther King's Birthday	SDO
Good Friday	Friday, April 22 (10 hours)
Memorial Day	SDO
Independence Day	Tuesday, July 5 (10 hours)
Companion to Independence Day	Friday July 1 (10 hours)
Labor Day	Monday, September 5 (10 hours)
Thanksgiving Day	Thursday, November 24 (10 hours)
Companion to Thanksgiving Day	Friday, November 25 (10 hours)
Christmas Eve	Tuesday, December 27 (8 hours)
Christmas Day	Wednesday, December 28 (10 hours)

2012 4x10 Holiday schedule (Monday through Thursday)

Holiday	Date
New Year's Day	Monday, January 2 (10 hours)
Martin Luther King's Birthday	Monday, January 16 (10 hours)
Good Friday	SDO
Memorial Day	Monday, May 28 (10 hours)
Independence Day	Wednesday, July 4 (10 hours)
Companion to Independence Day	Thursday, July 5 (10 hours)
Labor Day	Monday, September 3 (10 hours)
Thanksgiving Day	Thursday, November 22 (10 Hours)
Companion to Thanksgiving Day	SDO
Christmas Eve	Monday, December 24 (10 hours)
Christmas Day	Tuesday, December 25 (8 hours)

2012 4x10 Holiday Schedule (Tuesday through Friday)

Holiday	Date
New Year's Day	Monday, January 2 (10 hours)
Martin Luther King's Birthday	SDO
Good Friday	Friday, April 6 (10 hours)
Memorial Day	SDO
Independence Day	Wednesday, July 4 (10 hours)
Companion to Independence Day	Thursday, July 5 (10 hours)
Labor Day	Monday, September 3 (10 hours)
Thanksgiving Day	Thursday, November 22 (10 hours)
Companion to Thanksgiving Day	Friday, November 23 (10 hours)
Christmas Eve	Wednesday, December 26 (10 hours)
Christmas Day	Tuesday, December 25 (8 hours)

Holidays for January 2013 through June 29, 2013 for the Monday through Thursday schedule will be as follows:

Holiday	Date
New Year's Day	Tuesday, January 1
Martin Luther King's Birthday	Monday, January 21
Good Friday	SDO
Memorial Day	Monday, May 27

Holidays for January 2013 through June 29, 2013 for the Tuesday through Friday schedule will be as follows:

Holiday	Date
New Year's Day	Tuesday, January 1
Martin Luther King's Birthday	Monday, January 21
Good Friday	Friday, March 29
Memorial Day	SDO

ADMINISTRATIVE UNDERSTANDINGS

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 or she has neither the knowledge nor the skill to accomplish, or that would compromise his or 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 any non-participating classifications.

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

Further it 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
Insulators
Boilermakers
Carpenters
Electricians
Painters

Iron Worker/Riggers
Outside Machinists
Pipefitters
Welders

Protection for Former Employees

The Company agreed to give former Y-12 employees who have been laid off "consideration prior to hiring from the outside."

Factory Representative

Factory representatives will perform manual work on equipment in the Y-12 Complex when such work is in connection with a warranty. When factory representatives are called into the Plant to provide technical assistance, their work will be limited to "supervisory or technical personnel" duties as provided for in the Contract.

Transfer of Stewards

The Company agreed 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.

Local Union Presidents

Local union presidents 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.

Personal Time Off

The Y-12 Complex 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 necessary 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.

Job Bids

Bidders not to exceed 10% of the bid vacancies are eligible bidders when the vacancy is in a lower rated classification but represents a potential promotional opportunity to the bidder. Lateral bidding is permitted.

Any employee on RIF notice is an eligible bidder on a job bid, regardless of whether the job would represent a promotion, demotion, or lateral move for the bidder.

Educational Leave of Absence

The Company will consider applications for a leave of absence for educational purposes. Granting of such leave is subject to Company approval.

ORNL Transfers

The Company agreed to give ORNL employees who are on RIF notice priority consideration prior to hiring from the outside.

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

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.

Work by Technical Personnel

If a dispute arises relative to alleged bargaining unit work being performed by technical personnel, the following procedure shall apply:

- a. The grievance may be initiated in Step 2 of the procedure.
- b. The department head hearing the grievance will give his or her answer as soon as practicable.
- c. If the issue is not resolved in Step 2, the grievance may be appealed to Step 3 as provided by the Company-Union Contract.

Accident Investigating Committee

Committees 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.

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 provisions of Article VII, Section 2(d). No payments will be made to employees who are delayed in areas outside the plant perimeter fence. Such areas include, but are not limited to, employee parking lots and Bear Creek Road.

Pregrievance Coordinator

Complaints concerning work performed by nonbargaining unit technical personnel may be referred to a pregrievance 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 pregrievance coordinator for investigation.
- b. The coordinator will investigate such claims and respond to the unit vice president.

Vacation Vesting

Vacation vesting for disabled employees who do not return to active work following a disability absence will be handled in the same manner for vacation vesting purposes as provided K-25 and Paducah hourly employees. A letter describing the vesting procedure to be provided to the Union.

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 nonoccupational disability pay as a result of hospitalization or from a disabling injury arising out of an accident.

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.

Periodic Physical Exams

It is the Company's intent to schedule periodic physical examinations during paid work time. Employees working fixed midnight shift in the Fabrication, Product Certification, and Metal Preparation Divisions, or successors, may be scheduled to report to their normal shifts early or late in order to receive their periodic physical during a normal eight hour work day. In such case, there will be no claims for penalty or premium pay which might otherwise apply. The scheduling of these employees shall be at the discretion of supervision.

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.

Temporary Reassignment - Ground Rules – Y-12

The following ground rules pertain to Article XVIII, Section 4 of the Contract:

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 noncompliance 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) Interruption of production due to nuclear weapons complex situation.
 - (4) 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 XV, Section 11 – 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.

Y-12 Elimination of BSE/Laborer Jurisdiction

- The two classifications, Y-12 Building Services Employee and Laborer, will be retained in their respective seniority groups.
- It is understood that jurisdictional lines between these two classifications will no longer exist.
- 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.
- There is no intention to alter the mix of day shift and off shift jobs, but no fixed number of either is guaranteed.
- At Y-12 the two groups will be combined into one for the purposes of overtime and shift preference.
- At Y-12 one Grounds Equipment Operator vacancy will be filled through the contractual method utilizing the combined group of BSEs and Laborers.
- 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.
- At Y-12, the Window Washer classification (Rate Group 09) will be established and one vacancy will be filled. This position will perform washing of exterior windows (inside and outside), including removal and replacement of screens. The initial position will be filled from within the BSE-A seniority group.
- At Y-12 the Laboratory Equipment Cleaner (Rate Group 09) classification is established specifically for work performed by three incumbents working in the Product Certification Division. These three incumbents will be reclassified to the top of Rate Group 09 effective June 25, 1990.

- For the purpose of filling a vacancy in either seniority group as set forth in Article V, Section 7b, a combined group of all employees will be utilized when filling any vacancy.
- All other classifications in the respective seniority groups remain unchanged.

Recall Rights

Any individual who actually has a written layoff notice in hand will be placed on his or 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 bumpback rights to a previous bargaining unit classification. An individual who has bumpback 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.

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 disqualification or continued inability to pass legally required tests, alternative assignments within his or 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 or 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 bump back provisions of Article V, Section 8. No other provisions of Article V, Section 8, 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 or she will not be promoted until the license is acquired. It is expected that a bidder will diligently pursue his or 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 drivers 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.

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 \$100 U.S. Savings Bond.

Y-12 Emergency Medical Technicians

Employees in the Y-12 Firefighter Seniority Group who are certified as Emergency Medical Technicians (EMT) will receive an additional forty cents (\$.40) per hour applied to their wage rates.

Military Training Duty and Service As Election Official

Employees who are absent from work due to military training duty (i.e., two-week annual training) and service as an election official will receive normal straight-time earnings. Payments will be made under the present conditions of payment without change.

Delays Resulting From Unplanned Activities at 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

The Memorandum of agreement commonly referred to as the Tri-Party Agreement remains in effect for the term of this Agreement.

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.

INDEX

	Page
Absences, Seniority During	8
Administrative Understandings	53
Antidiscrimination	1
Application of Contract	1
Apprentice Program	23
Arbitration Procedure	4
Assignment Form, Dues	2
Bidding Jobs	7
Bulletin Boards	22
Call-In 1	12
Checkoff of Union Dues	2
Classification Schedule and Seniority Groups	34
Company Recognition	3
Company Service Credit	23
Company Service Credit Rules	23
Continuity of Operations	17
Contract, Duration of	28
Contract, Purpose of	1
Contractor Change	25
Cost of Living Allowance	16
Definition of Employee	1
Demotion, Rate of Pay	55
Dental Plan	41
Disability Pay	25
Disability, Short Term	25
Disability, Long Term	25
Disability, Conditions of Payment	26
Disability, Administration of Plans	27
Disability, Company Service Credit	27
Disputed Assignments	28
Dues, Assignment Form	2
Dues, Union, Checkoff of	2
Duration of Contract	28
Duties of Employees	27
Educational Assistance	24
Employee, Definition of	1
Extended Leave	9
Funeral Pay	23
Grievance Committee	3
Grievance, Discussion of	3
Grievance, Procedure	3
Grievances, Time Limits	4
Grievance Time, Pay for	4
Group Insurance Plan	41
Handicapped Employees, Physically	23

Health and Safety	18
Health Care Plan	43
Holiday Pay, Eligibility for	11
Holidays	11
Hours of Work, Normal	10
Job Assignments	27
Job Bidding	7
Job Classification	23
Jury Duty	22
Layoff Allowance Pay Schedule	24
Layoff, Rehiring after (Seniority)	8
Layoff, Rehired Termination	25
Layoff, Contractor Change	25
Layoffs	8
Leave, Extended	9
Leave of Absence, Union Officers	9
Leave, Short Term	9
Lunches, Overtime	15
Lunch Period, Worked	16
Machinist Seniority Group Agreement	44
Maintenance of Privileges	24
Materials Clerks/Truck Drivers Agreement	49
Meal Allowance	52
Memorandum of Agreement – BJC Fringe Benefits	62
Military Service, Applicable Statutes	14
New Hire Rates	55
Normal Hours of Work	10
Offsetting Overtime	12
Overtime Administration Ground Rules	46
Overtime Agreement	45
Overtime, Assigning of	13
Overtime Lunches	15
Overtime, Offsetting	12
Overtime, Pyramiding of	12
Overtime, Seventh Day	11
Overtime, Standard	10
Part-time Food Services Workers	50
Pay, Call-In	17
Payday	15
Pay for Grievance Time	4
Pension Plan	40
Physical Examinations	17
Physically Handicapped Employees	23
Premium Pay, Holiday	11
Premium Pay, Shift Work	12
Premium Pay, Week End	11
Probationary Employees	6
Promotions, Seniority	15
Promotions, Wages and Benefits	15
Protective Security	21
Purpose of Contract	1
Pyramiding of Overtime	12

Quick Shift	15
Recognition, Company	1
Recognition, Union	1
Rehiring, Termination (Layoff)	25
Rehiring, by Seniority	8
Reporting for Work	12
Retirement Terminations	25
Safety and Health	18
Schedule Change	12
Security, Protective	21
Seniority Administration	5
Seniority Classifications	5
Seniority During Absences	8
Seniority Groups	34
Seniority Lists	6
Seniority, Loss of	6
Seniority, Rehiring by	8
Seventh Day Worked	11
Shift Changes	12
Shift Preference	23
Shift Preference, Machinists and Cleaners	47
Shift Preference, Boilermaker Operators	48
Shift Premium	15
Standard Overtime	10
Stewards and Grievance Committee	3
Successor Contractor	25
Temporary Reassignment	28
Temporary Reclassification	12
Ten-Hour Shift	52
Time Limits, Grievances	4
Transfers	15
Transfer of Work	23
Twelve-Hour Shifts	50
Union Dues, Check-off of	2
Union Officers, Leaves	9
Union Recognition	1
Vacations	13
Vacations, Carry Forward	13
Vacations, Fragmented	14
Vacation Plan Regulations	38
Voting Time	22
Wages and Benefits	14
Wage Schedules	14
Weekend Premium	16
Work Assignments	28
Work Performed by Supervisors or Technical Personnel	22
Work, Reporting for	12
Work, Seventh Day	11
Work, Transfer of	23