

Contract

Between

UT-Battelle, LLC

Oak Ridge National Laboratory Site

Oak Ridge, Tennessee

And

International Guards Union of

America

Local No. 3

CAS Operators

February 28, 2020 – February 28, 2024

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Preamble

This Agreement, effective **4:00 pm February 28, 2020** is entered into by and between the International Guards Union of America, Local No. 3 and/or its successors, hereinafter referred to as the “Union,” for and on behalf of those employees comprising the bargaining unit defined in Article 2, Section 1 of this Agreement and **UT-Battelle, LLC, Oak Ridge National Lab (UTB-ORNL)**, or its successors, hereinafter referred to as the “Company,” as Security Contractor at the Department of Energy’s Oak Ridge National Lab (ORNL).

Article 1 Purpose

It is the intent of the parties that this contract will constitute the complete agreement between the parties hereto, and that no additions, waivers, deletions, changes or amendments shall be made during the term of this contract except by written agreement of the parties

Article 2 Union Recognition

Section 1 – Union Recognition. The Company recognizes Local No. 3 of the International Guards Union of America as the sole collective bargaining agent as certified by the National Labor Relations Board Case No. IO-C-RC-15639 and/or its

successors, with respect to wages, hours and other conditions of employment for hourly paid CAS operators, employed by **UT-Battelle, LLC** Oak Ridge at the DOE Oak Ridge, Tennessee, Oak Ridge National Laboratory excluding all office clerical employees, all other employees, and supervisors as defined in the NLRB Certification. The Company would agree to a steward from each site that would represent the **UT-Battelle, LLC** employees assigned to CAS Operations at ORNL. A steward shall be an employee of the Company, a member of the Union, and selected by the Union. The Union will provide the Company with a list of names of the stewards and will update the list as needed. The Union steward will be contacted in accordance with Company policy.

Section 2 – Definition of Employee. The term “employee” as used herein will mean any person represented by the Union as described in Section 1 of this Article.

Section 3 – Anti-Discrimination. UT-Battelle, LLC and the Union are committed to maintaining a work environment that is free from any and all forms of unlawful discrimination and harassment.

It is therefore the Company’s policy to prohibit discrimination and harassment against any applicant, employee, vendor, contractor, customer, visitor, or guest on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy, veteran status, genetic information, citizenship status, marital status, or any other

basis prohibited by law. It is also the Company's policy to prohibit any and all forms of retaliation against any individual who has complained of harassing or discriminatory conduct, or who has participated in a company or agency investigation into any such complaints.

At the time of hiring, the Company will notify an employee that the Union is recognized by the Company as the exclusive bargaining agent for the employees defined herein. The Union will be given an opportunity to address new employees during the first week of his/her employment.

Section 4 – Conflict with Law. Where any provision of this agreement conflicts with any State and/or Federal law operative or hereinafter to become operative, the latter shall take precedence hereunder. This provision shall not affect the validity and enforceability of any other provisions contained herein.

Section 5 – Labor Management Cooperation. On not less than a quarterly basis the employer and the Union will meet to discuss and resolve issues of mutual interest and concern unless the Union or Management expresses a need to meet on a more frequent basis. An agenda will be published at least one week in advance. It is understood that no grievances will be discussed at this meeting.

Section 6 – Check Off of Union Membership Dues. Upon receipt of written authorization from an employee on a form agreeable to the parties, the Company agrees to deduct uniform Union

membership dues from the wages of said employees on the third payday of each month and to remit such membership dues to the Union. It is understood that any authorization for payroll deduction shall be voluntary on the part of the employee and may be cancelled by the employee at any time by written notification to the Company with a copy to the Union. There shall be no solicitation for membership or collection of dues on Company time.

The Union agrees to indemnify the Company from all claims, losses, demands, actions, or judgements related to dues collection.

Article 3 Company Recognition

Section 1 – Management Rights. Except as expressly modified elsewhere in this Agreement, management of the business and direction of the security forces are exclusively the right of management. These rights include, but are not limited to, the rights to:

- A. Hire;
- B. Determine the number, location, and types of employee positions;
- C. Direct the working forces and manage the business;
- D. Assign/reassign any bargaining unit work to any unit employee or non-unit employee or in accordance with past practice;

- E. Discontinue, temporarily or permanently, any posts and/or positions;
- F. Promote, demote, transfer, discharge, discipline or suspend;
- G. Train any bargaining unit employee to perform the job duties of any other bargaining unit employee on a temporary basis due to operational necessities;
- H. Maintain order and efficiency of operations;
- I. Determine the number of shifts and the starting and quitting times of each shift;
- J. Require employees to obey reasonable employer rules and regulations relating to the operations of the Company at the site and to employee conduct as are presently in effect or which may be changed or modified from time to time by employer;
- K. Decide on the supplies, equipment, or weapons to be used in the Bargaining Unit;
- L. Determine the size of the work force, including the number of employees assigned to any particular shift;
- M. Determine when overtime shall be worked;
- N. Layoff employees or relieve them from duty for lack of work or other reasons and to recall employee;
- O. Determine the days and hours of work, the duties to be performed, and the qualifications

required;

- P. Determine and/or modify on a temporary or permanent basis any and all shift rotating schedules;
- Q. Determine which unit employees shall be armed/disarmed/rearmed whether on a temporary or permanent basis, per DOE directives and/or all other applicable DOE regulations; and
- R. Determine the security requirements including the need for HRP certification for any bargaining unit position, per DOE directives and/or all other applicable DOE regulations.

The above rights of management are not all inclusive but indicate the type of matters or rights which belong to and are inherent to management. Any of the rights, power, or authority the employer had prior to the signing of this Agreement are retained by the Employer except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made and, provided that the Union rights set forth in this contract shall not be abridged, curtailed, or modified by this clause. The employer's failure to exercise any function reserved to it shall not be deemed a waiver of any such right.

**Article 4
Wages**

Section 1 – Wage Schedule. Bargaining unit employees will receive a wage increase of:

<u>3.0%</u>	<u>Effective March 02, 2020</u>
<u>2.875%</u>	<u>Effective March 01, 2021</u>
<u>2.75%</u>	<u>Effective March 07, 2022</u>
<u>2.625%</u>	<u>Effective March 06, 2023</u>

in accordance with the wage schedule contained in Appendix A are set forth, attached hereto, and made a part of this contract.

Advancement in the wage progression schedule shall be made only if the working performance of the employee has been satisfactory.

An incumbent Protective Force employee who accepts employment as a CAS Operator at ORNL or ORPF, will be considered a probationary employee and placed in the equivalent step in the wage progression schedule.

Section 2 – Shift Premium. The shift premium is paid to those employees who are regularly scheduled to work on rotating shifts and will be paid for work: **effective March 02, 2020** from 3 pm to 11 pm **\$0.65** per hour, **effective March 01, 2021 from 3 pm to 11 pm \$0.75 per hour.** **For** employees **effective March 02, 2020** from 11 pm to 7 am, **\$1.00** per hour,

effective March 01, 2021 from 11 pm to 7 am, \$1.10 per hour. Regular day employees are not eligible to receive shift premium. Shift employees working overtime will receive their overtime premiums computed on their straight-time hourly rates of pay plus the shift premium in effect during their regularly scheduled shift.

Section 3 – Weekend Premium. An employee who works Saturday and/or Sunday as part of his or her normal workweek will receive, in addition to his or her straight time pay, **effective March 02, 2020 \$0.60** per hour for such hours worked on Saturday, and **\$0.90** per hour for such hours worked on Sunday. **Effective March 01, 2021 the employee will receive, in addition to his or her straight time pay, \$0.70** per hour for such hours worked on Saturday, and **\$1.00** per hour for such hours worked on Sunday. Regular day employees who are required to work on a weekend will not receive the weekend premium. In no case shall such payment be applied to hours not worked or for hours paid for at overtime, holiday, or premium rates.

Section 4 – Meal Allowances. Effective March 02, 2020, an employee, after working 10 continuous hours, will be paid a meal allowance of **\$7.00** which will be included in his or her paycheck. An additional meal allowance of **\$7.00** will be paid for each consecutive 4 hours of work performed thereafter. No time will be deducted for eating lunch during overtime work, it being understood that time consumed in eating lunch will be made as short as possible and in no case exceed 30 minutes.

Section 5 – Undisputed Error. In case of an undisputed error on the part of the Company as to an employee's current base straight time hourly rate, proper adjustment will be made from the date the error occurred. Reimbursements will be paid on the next possible payroll date.

Section 6 – Security Delays. Delays beyond the end of an employee's regular scheduled shift resulting from a site lockdown not involving a work assignment will be paid at the employee's normal rate of pay. No payments will be made to employees who are delayed in areas outside the plant perimeter fence.

Article 5 Hours of Work and Overtime

Section 1 – Hours of Work. 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 Payroll week shall consist of 7 consecutive 24 hour periods beginning at 11 pm Sunday and ends at 11 pm the following Sunday.
- B. The normal workday shall consist of 8 hours of work.
- C. The normal workweek shall consist of 40 hours during the payroll week.
- D. The normal hours for shift workers are 7 am to 3 pm, 3 pm to 11 pm, and 11 pm to 7 am

- E. The normal hours for shift workers working the 12 Hour-Shift are contained in the Twelve-hour Shift Agreement below.
- F. Employees off work due to personal injury, illness or death in the immediate family should notify their Shift Supervisor by at least 5 hours prior to the beginning of their shift, when possible.

Section 2 – Twelve-hour Shift Agreement. It is understood that employees working the 12- hour rotating shift or a straight 8-hour shift schedule will in no case receive standard overtime for hours worked in excess of eight in a 24-hour period. It is also understood and agreed that employees working the 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 a 8-hour fixed shift arrangement except as expressly modified elsewhere in this agreement. Either the Company or the Union may cause the 12-hour shift agreement to be discontinued at any time by providing the other party 60 working days advance written notice that the shift is to be discontinued.

The following is the agreement:

1. All rotating **CAS** shift workers at ORNL.
2. The shift consists of two 40-hour, one 44-hour and one 36-hour workweek.
3. The normal shift hours are from 7 am to 7 pm and 7 pm to 7 am

4. In no case will employees working the 12-hour shift schedules receive standard overtime for hours worked in excess of eight in a 24-hour period.
5. For working 12 hours on holidays, employee receives two and one-half times for the first eight continuous hours of scheduled shifts that fall on the holiday and straight time for the last four hours of the scheduled shift.
6. When two worked holidays fall back to back and an employee begins work at 6 pm (7 pm for ORNL) on the first holiday, he or she will receive 16 hours pay at two and one-half times.
7. When either scheduled day off (SDO) or scheduled to work a four-hour short day on the plant-observed holiday, the holiday for the employee will be moved to the next scheduled workday of eight hours or more.
8. Meal allowance will be paid after 14 continuous and successive hours.
9. Vacation time is accounted for in increments of two, four and eight hours. Four hours will be one-half day for record purposes and 12 hours will be recorded as one and one-half days vacation.
10. An employee may request to be allowed to work 7 am to 11 am or 11 am to 3 pm on the four-hour short day. The request must be made in advance and not on the day of the

request change. Approval or disapproval for such change will be at management's discretion and is not subject to the Grievance Procedure or Arbitration, and will not be approved if it would require relief at premium or overtime rates.

11. Sick days are approved by hours and not by days.
12. Funeral leave allowance will be counted as a maximum of three 12-hour shifts when applicable
13. Guard Mount is paid only when applicable at one and one-half times straight time rate, double time on the seventh day, two and one-half times on holiday, and is based on actual participation.
14. **Effective 03/02/2020** shift premium will be paid at **\$0.65** per hour for work performed on evening shift and at **\$1.00** per hour for work performed on midnight shift. **Effective 03/01/2021 shift premium will be paid at \$0.75 per hour for work performed on evening shift and \$1.10 per hour for work performed on midnight shift.** No shift premium will be paid for hours worked between 6 am and 2 pm.
15. **Effective 03/02/2020** weekend premium will be paid at **\$0.60** per hour for work performed on Saturday and **\$0.90** per hour for work performed on Sunday. **Effective 03/01/2021 weekend premium will be paid at \$0.70 per**

hour for work performed on Saturday and \$1.00 per hour for work performed on Sunday.

Regular day employees who are required to work on a weekend will not receive the weekend premium.

16. This list is not all inclusive and unanticipated situations may arise. The Company and Union will address such occurrences/situations being guided by the intent of this agreement that no employee will receive a windfall under the Contract by virtue of working a 12-hour rather than an 8-hour shift.

It is further understood that in the event the 12-hour rotating shift is discontinued, employees will be reassigned to a rotating shift arrangement as established by management.

Section 3 – Standard Overtime. Overtime at the rate of one and one-half times the regular rate of pay shall be paid as follows:

- A. For hours worked in excess of 40 within any normal workweek.
- B. In the calculation of overtime, an un-worked and paid holiday shall count as a day worked.
- C. Double time shall be paid for all work performed on the seventh consecutive day worked in the payroll week.

Section 4 – Mandatory Overtime.

- A. It is understood that when the entire Protective Force are scheduled for mandatory overtime,

employees will not be scheduled to work more than 12 hours per day except in emergency circumstances.

- B. It is understood that when the entire Protective Force are scheduled for mandatory overtime, an employee who has pre-scheduled a single day of fragmented vacation in the mandatory overtime week may be exempt from working his or her scheduled day off for which only straight time would be paid except in emergency situations.

Section 5 – Miscellaneous Duties. All time spent prior to and at the end of the shift shall be excluded from measured working time and shall not be paid for or considered as compensable time in any regard. Such time includes, but is not limited to, clothes change, wash-up, post assignment, and transportation by foot or vehicle (either as driver or passenger) to or from the first and last assigned post.

All employees shall report to their first post assignment ready for work promptly at the designated shift start time. Employees shall remain on their last assigned posts until the end of their designated shift.

Section 6 – Offsetting Overtime. Employees shall not be required to take time off in order to offset overtime.

Section 7 – Pyramiding Overtime. The allowance of a premium payment, other than a shift premium for any hour for which an employee receives compensation eliminates that hour from consideration for premium payment on any other basis. If time

worked falls under two or more premium pay classifications, the higher rate shall prevail.

Section 8 – Assigning Overtime. The Company will assign overtime to employees as equally as practicable. A record of overtime assignments shall be kept and made available to the Union for examination.

Section 9 – Absences Counting Toward Overtime. Paid absence due to fragmented vacation, funeral leave, jury duty, and service as election official 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 40 within the applicable payroll week.

Section 10 – Guard Mount. The parties agree to a 30 minute daily Guard Mount prior to the beginning of each shift for CAS Operators. Employees will report to Guard Mount properly clothed. Time spent in daily Guard Mount will be treated as standard overtime for all shifts.

Section 11 – Penalty Payments - 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 straight time hourly rate exclusive of any premium, unless he or she has been previously notified not to report for work.

Article 6 Holidays

Section 1 – Holidays. Premium pay at the rate of two and one-half times the straight-time hourly rate, plus applicable shift premium will be paid for all work performed on the following holidays:

Holidays for employees of ORNL are:

- New Year's Day
- Martin Luther King Jr.'s Birthday Good Friday
- Memorial Day Independence Day
- Companion to Independence Day Labor Day
- Thanksgiving Day
- Friday After Thanksgiving
- Christmas Eve Day
- Christmas Day

Martin Luther King Jr.'s Birthday is observed on the third Monday in January. Companion to Independence Day is observed Thursday, July 2, **2020**; Tuesday, July **6, 2021**; **Tuesday** July **5, 2022**, **Monday** July 3, **2023**.

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. A rotating shift worker who is regularly scheduled to work a calendar holiday which falls on a Saturday or Sunday will observe the calendar holiday, rather than the plant observed holiday. Eight hours pay, at the regular rate, will be given to all employees who are

normally scheduled to work on the above holidays but who are not permitted to work by the Company. An employee who is instructed to work on a holiday but fails to report and does not have an excuse acceptable to the Company will receive no pay for the holiday. Any employee who is required to work less than 8 hours of any such holiday shall receive two and one-half times his or her straight-time hourly rate of pay plus applicable shift premium for all time worked plus his or her straight-time hourly rate of pay for the remainder of the 8 hours. An employee who is called in by the Company to work on his or her observed holiday will receive not less than 4 hours pay at straight time for work performed on the holiday.

Premium pay for the holiday will be based on the workday 11 pm on the eve of the holiday to 11 pm on the holiday.

Holidays will be considered as days worked for the purpose of determining the number of hours worked within a workweek in paying standard overtime. An un-worked and paid holiday shall count as a day worked.

If a designated holiday occurs during an employee's vacation and that employee would otherwise have been scheduled to work on that day had it not been a holiday, such employee shall receive 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 to the Company at the time the vacation is scheduled.

In applying the provisions of this section to employees who regularly are scheduled to work in excess of the normal workday, they shall be paid straight-time earnings, as provided for above, based on their regular scheduled hours of work.

For the purposes of determining actual date of holidays for each shift, the recognized holiday for a particular calendar year will be identified by October 1 of the prior year. In order to be eligible for pay for an un-worked holiday, an employee must work all required hours on his/her last regularly scheduled workday immediately preceding the holiday and on his/her next scheduled workday following the holiday unless excused by the Company from fulfilling this requirement.

Article 7 Vacation

Section 1 – Vacation Eligibility. Vacation is accrued weekly using the formula below. The accrual factor will be the number of hours of eligibility divided by 365.

Company Service	Annual Eligibility	Daily Accrual
0-4 years	80 hours	.2194 hours per day
5-9 years	120 hours	.3291 hours per day
10-19 years	160 hours	.43879 hours per day
20-29 years	200 hours	.54849 hours per day
30 and over	240 hours	.65819 hours per day

Employees may accrue a maximum total of 240 hours plus their annual eligibility.

Vacation time is not subject to payment in lieu of vacation, except upon the employee's termination.

Section 2 – Administration. The Vacation Plan shall be administered in accordance with the vacation regulations as follows:

- 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 a

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.

- D. Vacation payments will be calculated on the basis of an employee's straight-time hourly rate, plus any applicable shift differential, in effect at the time he or she goes on vacation, multiplied by the number of hours in his or her normal workweek. However, the amount paid to an employee at termination 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 accrued.
- E. If an employee retires, resigns, is laid off, is discharged, or dies, the employee, or his or her survivors, will be paid for any vacation in the current year which has not been taken.
- F. The minimum portion of a vacation that may be taken at any one time is one week except for specially approved split vacations as hereinafter provided:
 - 1. Vacation will be scheduled in accordance with normal procedure. Any and all portions of an employee's vacation entitlement may be requested and granted in portions of 4, 8, and 12-hour increments. Up to 20 hours may be requested and granted in portions of 2 hour increments. The employee's request

for one or more days of vacation must be made with reasonable advance notice. At no time will fragmented vacation be granted if operational needs are not met.

2. 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.

G. Absence of an employee immediately preceding or following his or her vacation may not be excused for any reason except unavoidable circumstances.

H. An employee who takes an approved, unpaid leave of absence will be treated for vacation purposes in one of two ways.

1. He or she will be allowed to leave any accrued, banked or remaining vacation hours in place with an expectation that he or she will return to work at the end of the approved absence.
2. He or she will be treated for vacation purposes in the same manner as if he or she were terminated as of the last day worked.

It is understood that the employee will have the choice of the above two options and will not accrue vacation during the approved, unpaid leave.

- I. No employee will accrue vacation while on LTD
- J. 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.
- K. Employees presently on vacation will be permitted to cancel remaining whole days of vacation, following notification to supervision, when certified for non-occupational disability pay as a result of hospitalization or from a disabling injury arising out of an accident.

Section 3 – Vacation Disposition. In the event that on December 31 of any calendar year, an employee’s vacation bank exceeds the maximum allowed of 240 plus the annual eligibility, the employee will be paid out all hours above the employee’s applicable maximum hours, not to exceed a total pay-out of 40-hours. Such payout will be at the employee’s base rate of pay and subject to standard payroll deductions. The payout will be processed no later than January 31 of the following calendar year, in accordance with the Company payroll schedule.

Article 8 Seniority

Section 1 – Purpose. The purpose of seniority is to establish employees' rights and privileges based on the relative length of service from the employee's last entry date into the employee's department. The use of seniority shall relate only to those specific applications of seniority that are set forth in this Contract.

Section 2 – Seniority Rating. Initial seniority shall be established as follows:

- A. ORNL seniority will be established by time in CAS

Where two or more employees have the same department entry date, the employee with the earliest Company service date shall be more senior. Where two or more employees have the same department entry date and the same Company service date, the employee having the lowest last four digit Social Security Number shall be more senior. The seniority of any new employee added to the department after the effective date of this Contract shall be the effective date of his/her hire or transfer into the department.

New employees shall not establish seniority until after they have satisfactorily completed 120 days of work in the department. After satisfactorily completing 120 days in the department, they shall be assigned a seniority date which will be the effective date of their hire or transfer into the department.

Section 3 – Probationary Employees. New employees shall be considered probationary for the first 120 days of employment in the department or until such time as required certifications are obtained, whichever is latest, as set forth in Section 2 above. It is understood that a probationary employee's scheduled days off (SDOs) and observed holidays are counted, but no other absence will be counted in the required 120 days. At the end of this period, if retained by the Company, they shall establish seniority and be given a seniority date as outlined in Section 2 of this Article. The Union may represent such probationary employees on wages, hours, and conditions of employment, but it is agreed that any discipline up to and including termination of employment of such employees during the probationary period shall not be subject to the Grievance Procedure or Arbitration.

Section 4 – Layoffs. When a reduction in force is necessary, probationary employees within the department shall be laid off first. Non-probationary employees within the department shall then be laid off in the reverse order of seniority provided that remaining employees are fully qualified, to perform the work. A senior employee not fully qualified to perform the work, may be laid off ahead of a less senior employee who is fully qualified. An employee not qualified but identified for lay off will be able to exercise his/her right under Article 10 Section 2.

Section 5 – Layoff Allowance Pay. Layoff allowance pay for employees terminated by the Company on

account of reduction in force shall be in accordance with the following schedule:

Service Credit	Allowance
Under 12 weeks	No allowance
12 weeks – 1 year	Same proportion of 1 week’s pay as completed months of service are of 12 months
1 – 3 years	1 week (40 hours)
3 – 5 years	2 weeks (80 hours)
5 – 7 years	3 weeks (120 hours)
7 – 10 years	4 weeks (160 hours)
10 years	5 weeks (200 hours)

For current CAS employees hired before September 8, 2014 (including Company employees subsequently transferred to CAS with a Company service date prior to September 8, 2014):

11 years or more Same as 10 years plus 1 week (40 hours) for each added year of service

For employees hired on or after September 8, 2014:

11 years or more Same as for 10 years plus 1 week (40 hours) for each added year of service up to 25 years. No employee would receive more than 20 weeks pay irrespective of total years of service.

Employees who fail to meet the medical qualification standards as set by the Company using the guidelines of the EJTA, job description, and guidance

of the **UT-Battelle, LLC** medical provider, and are subject to medical termination, shall qualify for Layoff Allowance in accordance with the schedule above. The Layoff Allowance will be paid at the point of transition from Short Term Disability to Long Term Disability. **Such termination does not afford the employee any recall rights.**

A former employee who is rehired and subsequently laid off will receive layoff allowance based on his/her most recent rehire date.

Section 6 – Recall From Layoff. A recall list for each department will be maintained for laid off employees for 48 months. Subject to the Company's need for employees, the Company will recall laid off former employees who are on the recall list in reverse order of their layoffs, i.e. the last laid off will be the first recalled, provided such laid off employees are qualified and able to readily perform the available work, as determined by the Company.

Former employees being recalled shall be notified by registered mail, return receipt requested, mailed to the last address on record in the Company files. If the Company does not receive a reply to said letter within 10 days from the date of its delivery, as shown on the registration mail receipt, or the former employee does not report for work within 10 days 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 he or she does not report as provided in the Company's recall letter, he or she will be considered to have forfeited all recall rights. To meet

operational needs, the Company may temporarily fill any vacancy.

The Company agrees to provide the Union with revised seniority lists annually and when there is a change in the staffing or employment status within the CAS Unit at ORNL.

Section 7 – Recall Rights. An employee who has been issued a written reduction in force (RIF) notice and subsequently leaves the bargaining unit due to an actual RIF or transfers to an hourly job within UTB-ORNL while the RIF notice is in effect will be placed on the recall list. Such employees will have recall rights for 48 months, provided for in Article 8, Sections 6 and 7. It is understood that the employee will not accumulate additional seniority while on recall status.

It is understood that if the employee is voluntarily moved from one UTB-ORNL position to another UTB-ORNL position as a result of the Reduction in Force Notice, and suffers no less than 10% of base wages, then he or she will not receive a layoff allowance, but will receive recall rights as stated above.

Section 8 – Loss of Seniority. Seniority shall be lost by an employee under the following circumstances:

- A. If the employee is discharged by the Company.
- B. If the employee is transferred out of the department.

- C. If the employee quits the service of the Company upon his or her own volition. If an employee absents himself or herself from work for a period of **3** working days without notification to the Company, he or she will be considered to have voluntarily quit unless in the opinion of the Company his or her absence was justifiable. **Submission of proper documentation for any instance that the employee was either incapacitated (i.e. hospitalized, etc.) or unable to communicate with the Company during this time, will be submitted to the Company in a timely manner.**
- D. If the employee does not properly report when recalled from a layoff.
- E. If the employee overstays any authorized non-medical leave of absence without notifying the Company and receiving an extension of time, or gives a false reason for a leave of absence.
- F. If an employee is laid off for a period exceeding 48 months without being recalled.
- G. If the employee fails to return to work after being on LTD or Workers' Comp Leave for 24 months.
- H. **Retires**
- I. **Medical termination of employee**

An individual's loss of seniority as outlined in this section shall result in removal of his/her name from the seniority and/or recall lists.

Section 9 – Seniority During Absences.

Employees, after establishing seniority, will continue to accumulate seniority during absences authorized by the Company due to illness and injury, and during authorized Union business leaves of absence.

Section 10 – Contractor Change. If the contract between the United States Department of Energy and UTB-ORNL, is terminated and not renewed during the term of this Contract and an employee receives a bona-fide offer of continued employment from a successor contractor or becomes the employee of a successor contractor within 10 days of the date of change in contractors, layoff allowance will not be payable to such transferred employee by UTB-ORNL. 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 from the successor contractor. If an employee is not transferred to the successor contractor within the above- mentioned 10 days and is laid off, he or she will receive benefits from UTB-ORNL as set forth in this Article.

Section 11 – Government Shutdowns: The section applies to initiated shutdowns based on congressional funding gap.

The Employer will give the Union the earliest possible notice of an impending government shutdown. Upon notification, the Employer will schedule a meeting to discuss staffing and other related matters in the event the shutdown would affect employees covered by this agreement. When a furlough is necessary,

probationary employees within the department shall be subject to furlough first. Non-probationary employees within the unit shall then be furloughed in the reverse order of seniority provided that remaining employees are fully qualified, to perform the work. A senior employee not fully qualified to perform the work, may be placed on furlough ahead of a less senior employee who is fully qualified.

The Employer will continue to provide the full employer contribution to health benefits for employees affected by a furlough for the remainder of the calendar month in which the furlough occurred. Further employer contributions to health benefits are contingent upon reimbursement by the government. Upon returning to work, shared premiums for the period of furlough shall be prorated for a reasonable period of time within the same calendar year.

Article 9 Company Service Credit Rules

Company Service Credit is based upon employment by any prior, current, or successor contractor to this agreement. Service Credit will be determined under the following rules:

- A. In case an employee receives wages from any prior, current, or successor contractor to this agreement without interruption, his or her Company Service Credit begins as of the date such wages became effective.

- B. In case an employee is laid off by the Company on account of reduction in force and through no fault of his or her own:
 - 1. If such layoff continues not more than 48 consecutive months, Company Service Credit will be given for service prior to such layoff.
 - 2. If such layoff continues more than 48 months, no Company Service Credit will be given for service prior to such layoff.
- C. In case of absence with leave for a reason other than disability:
 - 1. Employment will be considered as continuous without any deduction if it does not exceed 3 months.
 - 2. If the absence does exceed 3 months, the period of absence in excess of 3 months will not be considered as Company Service. 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 voluntarily terminating his or her employment, and his or her Company Service Credit shall end as of the date on which such absence commenced.
- D. In case of rehire subsequent to voluntary termination of employment, credit will be given for service only since last day of rehire by the Company unless such employee was rehired

within 3 months after his or her voluntary termination.

- E. In case of rehire or reinstatement subsequent to discharge for cause or resignation at the Company's request, credit will be given for service only since last date of rehire or reinstatement by the Company.
- F. An employee rehired who had been credited with Company Service Credit for one or more periods of prior employment but who had lost such credit because of:
 - 1. A layoff lasting for more than 48 months, or
 - 2. Termination for any other cause, will have such prior Company Service Credit restored upon completing a total of 2 years of currently accredited Company Service Credit following re-employment.

Article 10 Displaced Employees

Section 1 – Displaced Employment. The following procedure shall apply when filling an opening that may occur in the classifications included in the bargaining unit by a displaced employee:

For the purpose of this section, the following are designated classifications: CAS Operators.

- A. Bargaining unit employees, who are displaced because of failure to meet the necessary

standards/qualifications of his/her job classification, will be given consideration for existing bargaining unit openings. Employees selected to fill such openings must demonstrate their ability to pass prerequisite screenings/training, where applicable, and/or pass all training/certification required by the Company and/or DOE, prior to initial assignment to the classification.

- B. A displaced employee who can successfully meet the requirements in an open SPO position may apply for such openings.
- C. In the event two or more bargaining unit employees are displaced, consideration for an existing bargaining unit opening will be determined on the basis of qualifications to perform the work and seniority.
- D. Displaced employees, who have been considered for an open position in one of the designated classifications and are accepted, will be placed in the entry pay level of that classification until he/she has completed all required training and/or certification and is fully qualified to perform the work.
- E. Employees who are displaced and who have 25 or more years of company service will retain their existing hourly rate (red circle) until the top rate of their new classification equals or surpasses their existing (red circle) rate.

Section 2 – 30 Day Letters. When it becomes necessary to displace an employee due to failure to

meet the qualifications of a CAS Operator and issue a 30-day letter, with an optional 30 days that may be approved by the **appropriate designated Company Representative** if the individual is actively participating in recertification training, the following procedures shall apply:

- A. The Company will not displace or issue a 30-day letter to an employee whose qualifications expire while the employee is on Short Term Disability (STD). However, the employee will be immediately displaced and issued a 30-day letter when released to return to work.
- B. The Company will temporarily suspend an active 30-day letter of an employee who becomes disabled and is placed on STD. However, once the employee is released by the Company's **designated UTB-ORNL** Medical Support Physician to return to work, regardless of any medical/work restrictions which may be placed on the employee by the **designated UTB-ORNL** Physician, the 30-day letter will immediately commence at the point it was suspended. For example, an employee who has completed 10 days of a 30-day letter and is subsequently placed on STD will upon being released to return to work have a total of 20 days left to re-qualify.
- C. The Company will give serious consideration to requests made by the Union to extend a 30-day letter where there are extenuating circumstances.

Article 11 Health and Safety

Section 1. The Union's role in health and safety 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 expecting employees to follow all health and safety rules and procedures.

Section 3. 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 4. All employees shall be required to conform to the rules and procedures concerning radioactive substances and any other safety rules and regulations that may be issued from time to time by the Company as a condition of continued employment.

Section 5. Occupational accident, injury, and illness records shall be maintained by the Company.

Section 6. Periodic medical evaluations shall be conducted by the DOE Designated Physician, or his designee, 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.

Section 7. The Company shall provide a panel of physicians for the proper treatment of cases resulting from injury or illness obtained while working for the Company. Copies of the report of the medical findings made by the panel physician shall be available on written request from the employee per Company policy and FOIA regulations. The confidentiality of medical results shall be respected.

Section 8. The Company will recognize a unit employee, named by the Union, to act as the Safety Representative for the CAS Unit, for handling issues related to health and safety.

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

Section 11. UTB-ORNL employees are empowered to observe the activities of co-workers and site employees to ensure work is performed in a safe manner. Employees have the right without fear of reprisal, to immediately suspend or stop work that places an employee or site worker in an Imminent Danger situation, and immediately notify supervision of the situation for resolution.

Article 12 Paid Time Off

Section 1 – 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 3 hours, he or she may be excused for the remainder of the shift for that day. An employee working his/her regularly scheduled day shift whose jury duty does not exceed 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 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 10:00 pm and 6 am (11 pm and 7 am for ORNL) 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 3 hours, the employee is excused from any portion of his or her next scheduled shift occurring within 24 hours following the start of such jury duty service.

An employee who has been notified by the court to report for jury duty must notify management within 4 hours after such notification.

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.

Management may assign an employee on jury duty to day shift regardless of his/her regular shift, and may accordingly assign a day shift employee to another shift in order to balance the shifts for the period of the jury duty service.

Section 2 – Funeral Leave. For the purpose of this section, the term “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, brothers-in-law, sisters-in- law, sons-in-law, daughters-in-law, grandparents, grandparents of the employee’s spouse and grandchildren, In addition, persons who acted in *loco parentis* as parents to the employee (for example, an aunt who raised the employee in the place of his/her mother) will be considered as immediate family.

When a death occurs in an employee’s immediate family, the Company will grant funeral leave to the employee for the purpose of attending the funeral if the employee requests such leave from his/her supervisor. The employee shall receive no more than 3 regularly scheduled work shifts to be taken at the discretion of the employee, not to exceed one day after the funeral, if the funeral is less than 350 miles of his/her home. The employee will be paid as if he/she worked his/her normal scheduled shift.

The period of funeral leave granted above will be the amount of time excused from the regularly scheduled

work shift not to exceed 36 hours. Employees who have to travel 350 miles or more from their home of residence to attend a funeral of his/her immediate family will be paid the number of hours that will allow them 5 consecutive days off, including SDOs and holidays to be taken at the employee's discretion. The employee will be paid as if he/she had worked his/her normal scheduled shift. In the event unusual circumstances preclude the days to be taken consecutively, Management will work with the employee to accommodate the situation.

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

If an employee is notified of a death in his/her immediate family during his/her shift, the employee may have the option of choosing to take the balance of the shift off as excused personal leave without pay, or have the absence count as the first day of the funeral leave.

Section 3 – Voting Time. Employees who are unable to vote in Municipal, County, State, or Federal elections before or after their regularly scheduled work period or during the designated early voting period, will be allowed sufficient time with pay, up to 3 hours to vote, provided such employees present evidence to the Company showing that they are eligible to vote, **submit timely notice to their**

supervisor of their intention to vote, and did, in fact, vote. Time paid for under this section shall count as time worked in the computation of overtime. **The parties agree that if the schedule of an employee begins three (3) or more hours after the opening of the polls or ends three (3) or more hours before the closing of the polls of the county where the employee is a resident, the employee may not take paid time off under this article.**

Section 4 – Sick Leave. In accordance with Company policy, employees who are unable to attend work due to a personal illness or injury will be eligible to receive up to 24 hours of paid sick leave annually. Employees accrue sick leave on January 1st of each calendar year. If any portion of the sick leave is unutilized during the year, the employee will receive compensation for such hours at the end of the year. Payment for any unused sick leave will be made to the employee prior to the end of the first quarter of the following year in which the sick leave was accrued.

Article 13

Pension Plan, 401(k) Plan, Group Life Insurance, Dental Insurance, and Health Insurance

This Agreement, relating to a pension plan, 401(k) plan, group life insurance, dental insurance and health insurance is entered into effective September 8, 2014 by and between NSPS, hereinafter referred to as the “Company,” and the International Guards Union of America and its Amalgamated Local No. 3, hereinafter referred to as the “Union.” The Company

and the Union hereby agree upon the maintenance of these Plans as amended, for the bargaining unit employees represented by the Union subject to the following terms and conditions:

A. Defined Benefit Pension Plan

1. Benefits available under the amended Pension Plan to eligible employees who retire on or after September 8, 2014, are set forth in the Company Employee Benefit Summary for the IGUA, which is 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).
5. The Defined Benefit Pension Plan referred to in this Agreement shall be non-contributory. It is understood, however, that an eligible bargaining unit employee who is a participant at the close of business on the day preceding the effective date of this Agreement in the Defined Benefit Retirement Plan for Employees at IGUA, may continue to participate in this Plan, but such participation will in no manner render him or her ineligible for the Company Match in the Defined Contribution Plan as set forth in the Defined Contribution Plan Document.
6. Any modifications or changes in the Pension Plan are subject to the approval of the Department of Energy.

7. Unit employees with a company service date on or after August 15, 2016, are ineligible to participate in the defined benefit Pension Plan that is set forth in the Pension, Group Insurance and Dental Agreement of this Contract. In lieu thereof, such employees will receive a non-elective contribution to be provided by the Company. Eligible employees will receive an amount equal to three and one-half percent (3.5%) of the total eligible earnings by the employee in the calendar year. Such amount will be deposited in the employee's 401(k) account.

In order to receive this Company contribution, the employee must work a minimum of 1,000 hours during the applicable calendar year. Such payments will be earned at the end of the applicable calendar year, and deposited to the employee's account during the first quarter of the following calendar year. To receive payment for any calendar year, the employee must be on the Company's payroll on December 31 of that calendar year.

Bargaining unit employees hired on or after August 15, 2016 will be eligible to enroll in retiree medical plans offered by the company, but the company will not contribute to the cost of this benefit (i.e., these new hires will have "access only" and will be responsible for 100% of the cost of the retiree medical plan).

Further, such employees hired on or after August 15, 2016, will not be eligible for post-retirement benefits (other than retiree medical plan as described above) upon the termination of their employment with the Company.

B. Defined Contribution Plan

All **IGUA** employees are eligible to participate in the 401(k) plan as defined in the **UTB, LLC-ORNL plan document** for IGUA **Local No. 3**. **As part of the plan, the Company will match 100% of the first 6% that each employee elects to contribute to their individual 401(k) account.**

C. Group Life Insurance Plan

1. Benefits under the Group Insurance Plan for eligible employees who participate in the Plan are set forth in the Company Employee Benefit Summary for the IGUA, attached hereto and made a part thereof.
2. Participation in the Group Insurance Plan shall be on a voluntary basis.
3. The costs to employees for Basic Life Insurance are set forth in the Company Employee Benefit Summary for the IGUA, and these costs will not be increased during the term of this Agreement. The costs to employees for Supplemental Life Insurance are set forth in the benefits summary, and these costs will be adjusted as and if necessary in order to maintain

total employee payment of Supplemental Life Insurance during the term of this Agreement. Each participating active employee shall pay his or her cost of the Group Insurance Plan by payroll deduction pursuant to his or her written authorization therefore on a form supplied by the Company. An early retiree who qualified for and elects the option to continue the full amount of (a) his or her Basic Life Insurance or (b) his or her Basic and Supplemental Life Insurance up to age 65, as set forth in the Summary Plan Description, shall make his or her payments via deductions from their monthly pension check.

D. Dental Insurance Plan

1. Benefits under the Dental Insurance Plan for eligible employees and dependents who participate in the Plan are set forth in the Company Employee Benefit Summary for the IGUA.
2. Costs of the Dental Insurance Plan will be shared by the Company and participating employees. Each employee who enrolls in the Plan shall pay the applicable rate. Beginning with the date of the contract and for a period of one year, the rate is 20% of the total gross cost for the employee and the Company shall pay the remaining 80% of the cost. Beginning the third year of the contract, the rate is 22%

of the total gross cost for the employee and the Company shall pay the remaining 78% of the cost. Beginning the fifth year of the contract through end, the rate is 24% of the total gross cost for the employee and the Company shall pay the remaining 76% of the cost. Employee participation in the Plan shall be on a voluntary basis. Employees who enroll in the Plan shall authorize the Company in writing to deduct from their pay the applicable rate.

E. Health Insurance Plan

1. The parties agree that the existing **Choice Plus** Medical Plan **offerings** shall be continued **for the plan year 2020**. The parties also agree that the existing Vision Care Plan will be continued **for the plan year 2020**.
2. It is agreed that the gross cost of the said **Choice Plus** Medical Plan **offerings** shall be shared by the Company and participating employees. Each employee who enrolls in the **Choice Plus** Plan shall pay the applicable rate **which** is 24% of the total gross cost for the employee and the Company shall pay the remaining 76% of the cost.

Employee participation in the **Choice Plus** Plan **offerings** shall be on a voluntary basis. Employees who enroll in the Plan shall authorize the Company in writing to deduct from their pay

the applicable rate. Company offering of this plan will end with plan year 2020.

Section 2. Effective with the Plan year 2021, employees covered by this agreement shall be eligible to enroll in Health and Welfare benefits on the same terms and conditions offered to salaried employees of UT-Battelle, LLC, Oak Ridge, TN facility, except for Company HSA contributions in plan year 2021, 2022, and 2023.

Representative benefits are listed below:

- Comprehensive Medical Benefits – Consumer Choice Plan (includes Vision Care)
- Health Savings Account (HSAs)*effective with plan year 2024
- Dental Plan Option(s)
- Basic and Supplemental Life Insurance
- Spouse & Child Life Insurance
- Special Accident Insurance (AD&D)
- Educational Assistance Program

The Company will provide advanced notice to the Union of any changes to the above list of benefit plans. Such notice will be documented in writing and will be provided at least thirty (30) day, when practicable, prior to the change.

The Company will maintain the existing deductible and out-of-pocket maximum amounts for plan year 2021; 2022; and 2023. In addition,

company will maintain existing employee/employer premium cost share for 2021; 2022; and 2023.

The Company will maintain the current deductible levels, except to the extent necessary for the plan to maintain its status as a high-deductible health plan under Section 223 of the Internal Revenue Code, including being able to increase the deductibles due to an increase in the annual minimum deductible amount published by the Internal Revenue Service each year.

F. 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, 401(k), Dental Insurance and Group Life and Health Insurance Plans, and of computing the amount of such benefits under the Dental Insurance and Group Life and Health Insurance Plans, shall be determined in accordance with the Company Service Credit Rules set forth in this Collective Bargaining Agreement. 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 C or D of this Agreement, and requiring either (a) compulsory participation by any employee or the Company; or (b) compulsory payment of taxes or contributions by any employee or by the Company; or (c) benefit costs either to any employee or the Company different from those provided for under Parts C or D 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 C or D of this Agreement, whichever costs are greater.

3. The Company shall retain the right to arrange through an insurance company(s) or other carrier(s) for coverage providing the benefits under the Group Insurance and Dental Insurance Plans.
4. The administration of the Group Life and Health Insurance and Dental Plans hereunder and the payment of benefits under the Plans shall be handled directly by the Company designated plan administrator, it being understood that a claimant whose benefits claim is denied may contest such denial with the

designated plan administrator, 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 Life and Health Insurance or Dental Insurance Plans and desiring to file such claim with the Company designated plan administrator, becomes engaged in a non-medical factual dispute with the Company in connection with such claim (such as, for example, but not limited to, disagreement over his or her earnings group, eligibility, employment status, amount of Company Service Credit, or other non- medical factual question), such employee and the Union may process such dispute through the Grievance Procedure set forth in this Collective Bargaining Agreement. 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 plan administrator 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 Company designated plan administrator. To request review of any such dispute, the bargaining unit employee shall make written application therefore to the

designated plan administrator not more than 60 days after his or her receipt of the position giving rise to the dispute. Within 60 days after the plan administrator'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 plan administrator may extend the time for processing the review, but its decision in final disposition of the dispute shall be rendered not later than 120 days after its receipt of the application for review.

5. Regardless of the time limit, if any, prescribed in this 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 will be processed in accordance with the Grievance and Arbitration procedure, provided that such grievance is filed not more than 60 days after the claimant's receipt of the Company's position giving rise to the non-medical factual dispute.
6. This Pension, 401(k), Group Life and Health Insurance and Dental Agreement shall replace all prior agreements pertaining to the Pension, 401(k), Group Life and Health Insurance and Dental Plans, including any amendments to

them. Further, this Agreement shall remain in effect until 4 pm, September 8, 2019.

Article 14 General

Section 1 – Military Training and Election Official Service. Employees who are absent from work due to military training duty will be reimbursed by the company up to 80 hours per calendar year.

Employees who volunteer to serve as an election official will **be allowed to submit timely vacation requests to their supervisor for such time away from work to be paid.**

Section 2 – Arming of Employees. It is understood that in the event the Department of Energy directs the Company to arm any employee covered by this agreement, the Company and the Union will meet for the purpose of negotiating not only the issue of arming employees, but also the arming-associated issues such as a physical fitness program and a firearms qualification program.

Section 3 – Grooming. Employees are required to report to work clean, well groomed, and with a neat appearance in accordance with Company policy. It is understood that facial hair is acceptable for employees covered under this agreement provided the employees can pass the applicable respirator fit test at any point in time.

Section 4 – Shift or SDO Trade. Employees may trade shifts or days off with prior approval of their respective supervisors provided that no overtime or penalty pay is involved. It is understood that supervision will have absolute discretion to approve or disapprove such request, and his or her decision will not be subject to challenge in the Grievance Procedure or Arbitration.

Section 5 – Uniforms. The Company will continue to prescribe, furnish, and maintain uniforms in accordance with Company policy. Uniforms include Company-issued footwear, as and when prescribed. Such footwear will be limited to two pairs at any time, and may be worn off plant premises, unless otherwise notified for purposes, including but not limited to, contamination, safety or similar reasons and replaced under applicable regulations.

It is understood that employees at ORNL and ORPF CAS currently change their uniforms at home. However, management reserves the right at any time to provide change house facilities at work for these employees and require them to leave their uniforms and all Company issued equipment at work at all times.

Section 6 – Employee Information. Employees must immediately notify Human Resources of any changes in their personal status such as marital and dependent status, change in residence, or suspension or revocation of driver's license. Failure to report this information may result in loss of insurance coverage or driving privileges.

Due to the nature of the Company's business, employees must have an operating telephone and must keep the Company informed of the current number.

Section 7 – Bulletin Board and Filing Cabinet. The Company shall provide the Union with a suitable bulletin board for the purpose of posting official notices of Union meetings and Union social events. The Company reserves the right to approve all notices which may be posted on the bulletin board provided to the Union. The Company shall also provide the Union with one lockable filing cabinet.

Section 8 – New Jobs or Major Changes in Job Content. This will serve to confirm the understanding reached during negotiations in regard to the Company's exercise of its right to implement a new job or a major change in job content during the life of the agreement. In such event, the Company will discuss the matter with the Union prior to implementation.

Section 9 – Work Performed by Supervisors or Technical Personnel. Supervisory personnel shall not do the work of employees in the bargaining unit which will deprive such employees of jobs regularly performed by them. This does not prevent such supervisory personnel from performing necessary functions of instructions or assistance or from operating equipment or processes in emergencies. These provisions do not supersede Article 3, Management Rights, Section 1 D.

Section 10 – Company Travel. When a rotating shift employee is scheduled for Company travel, the employee will be assigned to the day shift for the week of travel.

Section 11 – Federal Law. The Company and the Union agree to abide by the Americans With Disabilities Act and the Family and Medical Leave Act.

Section 12 – Initial and Continual Employment. The Company has the right to determine an employee's qualifications for employment. The Company will notify the Union as it receives new requirements and directives prescribed by government agencies which conflict with the terms of this collective bargaining agreement. Although any implementation of such requirements or directives cannot be delayed, the Union shall be allowed, if it so requests, to bargain the impact of the implementation of such requirements or directives affecting the terms and conditions of employment.

Employees deemed not qualified for continued employment (i.e. loss of clearance, etc.) may be placed on unpaid administrative leave until such matters are resolved with the determining government agency, pending lack of available temporary work.

Upon determination of the government agency to deny or revoke the clearance, etc., the affected employee will be removed from the Company payroll and deemed not eligible for rehire.

Section 13 – Educational Assistance. Financial assistance will be provided in accordance with company policy to eligible employees who, while still employed, and outside of their regular working hours, satisfactorily complete approved courses of study in recognized schools or colleges. Approval for acceptance into the program will also be contingent on available funding.

Section 14 – Military Service. Both parties agree to abide by and comply with all applicable Federal and State Laws, executive orders, rules and regulations applying to the re-employment of former 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.

Section 15 – Adverse Court Rulings. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree such decision shall not invalidate the entire Agreement and the parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or such government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and in effect unless otherwise stated.

Section 16 – Technological or Logistical Change.

In the event the DOE directs a change or a change in technology compels modifications in equipment, material, location or method which results in movement of CAS Operators, reductions or additions in manpower, classification, and changes in working conditions limited to the conditions established in this agreement (ie. CAS consolidation or arming), the Company will notify the Union as far in advance as feasible. The matter will be discussed between the parties.

Article 15

Temporary and Permanent Reassignments

Section 1 - Temporary Reassignments - The Company may train and reassign employees within the bargaining unit to address operational needs/requirements in other classifications within the unit on a temporary basis. The need for temporary reassignments from one classification to another will be determined solely by the Company and may not be challenged by the Union in the grievance procedure or arbitration. Approval for all temporary reassignments will be made by the respective site Chief.

When it becomes necessary to temporarily reassign a bargaining unit employee, the following shall apply:

- A. Employees may be temporarily assigned to any higher, lower, or equally rated job classification within the bargaining unit for periods up to 6

months. The 6 month period may be extended by mutual consent.

- B. No employee will suffer a reduction in wages as a result of being assigned to work in a lower rated classification during the reassignment.
- C. Employees assigned to work in a higher rated classification will be paid the prevailing wage rate of the classification.
- D. Employees will be temporarily reassigned by seniority and qualifications. Employees may voluntarily accept reassignment. Where there are no volunteers, the least senior qualified employee in the appropriate classification will be temporarily reassigned by the Company.
- E. Employees will be offered overtime in the groups to which they are temporarily reassigned. The employee's overtime hours in his regular overtime group will be adjusted by the total numbers of hours offered during the temporary reassignment, once he/she returned to their regular classification.
- F. Temporary reassignments under this agreement will not establish a precedent with respect to customary work assignments.
- G. In the event of a reduction in force, no employee will be forced to accept a temporary reassignment for more than 6 months 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.

Article 16 Leaves of Absence

Section 1 – Union Officers. Accredited Union **Officials will** be granted a reasonable number of leaves of absence without pay, not exceeding 15 calendar days consecutively, to attend conventions or other pertinent business of the Union. It is agreed that 10 days notice of such leaves of absence will be given, except in dire emergencies and that no more than **one (1) UTB-ORNL** employee **will** 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.

Section 2 – Educational Leave. The Company will consider applications for a leave of absence for educational purposes. Granting of such leave is subject to Company approval.

Section 3 – Excused Unpaid Personal Time Off. 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. An employee who desires excused unpaid personal time off must receive permission, in advance, from his or her supervisor. Supervisors will give careful consideration to that

request for excused unpaid personal time off, and, after considering operational needs as well as the gravity of the request, will grant such a request when reasonably possible to do so. It is understood that an employee on excused unpaid personal time off is in an unpaid status.

Article 17

Continuity of Operations

Section 1 - Both the Company and the Union agree that continuity of operations is of the utmost importance to the security operations at all work sites.

Section 2 – The Union agrees that there will be no strikes, work stoppages, illegal picket lines, slowdowns, secondary boycotts, or disturbances, even of a momentary nature. The Union guarantees to fully support the Company in every way in maintaining operations. Participation by an employee in an act violating this provision will be complete and immediate cause for discharge by the Company. The Company agrees that there will be no lock-outs.

Article 18

Grievance Procedure

Discussion. Any employee may discuss with his or her supervisor any matter which he or she feels requires adjustment.

Grievance Procedure. Any alleged violation of this Contract may constitute a grievance. Grievances 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/her Chief Steward within 10 working days of its occurrence, who shall attempt to adjust the matter with the employee's Site Chief, or their designee. If there is no resolution within 15 working days after it has been discussed with the Site Chief, the grievance may be carried to Step 2. It is understood that the grievant is not precluded from consulting with the Chief Steward prior to the hearing.

Step 2. If not satisfactorily settled in Step 1, the grievance may be reduced to writing and submitted to Labor Relations on a form mutually agreeable to the Company and the Union for possible settlement in a meeting between the Union Vice President or designee, the General Manager or designee, and other Company/Union representatives as necessary. Such meeting shall be held within 15 working days after being requested. The Company's answer shall be given within 20 working days after the meeting and shall be in writing.

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

Time Limits. Any grievance not taken up with the employee's supervision within 15 days after the occurrence of the incident complained of cannot be processed through the Grievance Procedure. A grievance will be considered settled if the decision of the Company is not appealed to the next higher step in the above procedure within 10 working days after the decision has been rendered by the Company. It is understood that these time limits may be extended by the mutual agreement of the parties when there are extenuating circumstances.

The Union will notify the Company when there is a change of Union representatives.

The Company will notify the Chief Steward prior to any disciplinary action taken against an employee. If requested by the employee being disciplined, the Chief Steward may be released.

Bargaining unit employees authorized to participate in the grievance procedure as outlined above shall not suffer loss of pay during their regular scheduled shift provided, however, that before leaving their jobs for the purpose of handling grievances they must receive permission from their supervisor.

In no cases will such employee or employees be paid for time spent outside the regular scheduled shift hours in handling grievances under this Article.

Article 19 Arbitration

Section 1 – Arbitration Procedure. Any controversy which has not been satisfactorily adjusted under the Grievance Procedure and which involves:

- A. The discharge or suspension of an employee,
or
- B. The interpretation of provisions of this Contract,
or
- C. An alleged violation of this Contract

may be submitted for settlement to the Arbitration Committee within 15 days after the final action taken under Step 2 of the Grievance Procedure. Within 5 days after either party notifies the other of its demand for arbitration the parties shall designate their representatives. 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 and who shall be mutually selected by the parties.

A request will be made to the Federal Mediation and Conciliation Service (FMCS) requesting a list of 7 arbitrators where both parties will strike arbitrators until one name remains. Either party can request a second panel without explanation. Any additional panels shall first be agreed by both parties. Selection of the arbitrator will be made from a panel consisting of the 7 names on the list by an alternating method of striking. First strike will alternate with each arbitration, commencing with the Union until the list of the 7 is

narrowed to one name which shall be the name of the arbitrator. Each party shall bear its respective expenses, and the expenses incident to the services of the arbitrator shall be borne equally by the Company and the Union. The Arbitration Committee shall be requested to render an opinion and award within 30 calendar days after the briefs, if any, are received by the chairperson. The decision of the majority of the Arbitration Committee shall be final and binding on both parties.

Section 2 – Time limits. Any grievance which has not been appealed to arbitration within the required 15 days after the final action taken under Step 2 of the Grievance Procedure, or which has not been heard or scheduled with an arbitrator to be heard in arbitration within 18 months after the date of the 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 this time limit may be extended by mutual agreement of the parties when there are extenuating circumstances.

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

Article 20 Disability Plan

Section 1 – Short-Term Disability Plan. An employee unable to work due to illness, pregnancy, or

non-occupational injury, will be paid in accordance with the schedules below and the terms and conditions of the Short-Term Disability (STD) Plan set forth in the disability benefits section of the Company Employee Benefit Summary for the IGUA made a part hereof.

Company Service Credit	Max.No. Months Pay Per Absence
at least 1 month but less than 2 months	1 month
at least 2 months but less than 3 months	2 months
at least 3 months but less than 4 months	3 months
at least 4 months but less than 5 months	4 months
at least 5 months but less than 6 months	5 months
at least 6 or more months	6 months

For employees electing to purchase supplemental STD coverage:

1 st 30 days of disability absence	100% of base pay
Remaining STD eligibility period	<p>66 2/3% of base pay</p> <p><u>Union provided supplemental insurance policy, elected by the employee will be administered by the Union. The Company agrees to deduct employee authorized premiums and remit the deducted amount to the designated Union fund/administrator.</u></p>

Note: It is understood that the current 24 hour Sick Leave program contained in the Standard Practice will be continued.

Section 2 – Long-Term Disability Plan. An employee totally disabled for six months will become eligible to receive 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 Company Employee Benefit Summary for the IGUA referred to in Section 1 above and will be paid, if he or she is totally and permanently disabled as defined in the

Company Employee Benefit Summary for the IGUA, 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 such as Social Security, Workers' Compensation, other statutory benefits, and other Company benefit plans.

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

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

Section 3 – Workers’ Compensation. An employee disabled and unable to work due to an occupational illness or injury will be paid 100% of his/her basic straight-time hourly rate for the first 30 days of absence, then 66 2/3% of his/her basic straight-time hourly rate for the remaining period of absence. If an employee reaches maximum medical improvement but is not cleared to return to work by the designated physician, he/she will receive Short-Term Disability/Long-Term Disability per the following:

- A. If less than 6 months absence due to disability, employee will receive remainder of 6 months Short-Term Disability benefits per schedules in Section 1 – Short-Term Disability.
- B. If 6 months or more absence due to disability, employee will receive Long-Term Disability benefits in accordance with Section 2 – Long-Term Disability.

Section 4 – 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. The first 24 hours of absence for any non-occupational disability unless such period of disability extends beyond 1 calendar week in which event payment will be made on the basis of absences for hours which would normally have been worked had the employee performed his regular schedule of work during the first 24 hours of absence. If an employee is

admitted to the hospital as an inpatient or treated on an outpatient basis and provided services that would otherwise require admission to the hospital as an inpatient during the first 24 hours of a certified non-occupational disability, any remaining hours of the 24-hour waiting period will be waived. In no case shall the period of payment exceed the schedule established herein, or

2. Any disability occurring during the first 12 months that the employee's plan coverage is in effect if caused by any condition for which he or she received treatment during the three month period before his or her coverage became effective, or
3. Any period of non-occupational disability absence beyond the 24th consecutive hour during which the employee is not under treatment by a licensed practicing physician, or
4. Any disability caused directly or indirectly by war declared or undeclared, or
5. Any intentionally self-inflicted injury, or
6. Any disability resulting from commission of a felony, or
7. Any disability due to willful misconduct, violation of Company 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 24 hours of the absence. However, certification may be requested by the Company for any or all of the first 24 hours of absence 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 the absence to the proper Company representative in a prompt manner.
- E. Payments are applicable only for the normal workweek and normal workday, **not to exceed an 8-hour day (or) 40-hour week.**
- F. It is recognized by the Union that the Company has a continuing interest in reducing absenteeism, no matter what the cause.
- G. An employee who is absent from work because of an occupational disability arising out of or in the course of his or her employment, and who

meets the conditions stated in this Article, will be excused from work. To receive disability pay, the employee must report to supervision the incident giving rise to the disability immediately **and without delay**, and cooperate fully in obtaining medical treatment.

- H. It is understood that an employee, while disabled, is eligible to receive pay only in accordance with this Article and is ineligible for payments the Contract may provide for absences due to reasons other than disability.

Section 5 – Administration of Plans

- A. The Short-Term and Long-Term Disability Plans and the payment of benefits under them shall be handled by the **designated administrator**, it being understood that a claimant whose benefits claim is denied may contest such denial with the **designated administrator** 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 these Plans and desiring to file such claim 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 non-medical factual question) such employee and the Union may process a grievance in accordance with the terms of this Contract. It is agreed, however, that any and all medical

questions in dispute shall be determined solely by the **designated administrator**.

- B. It is understood that the Company shall retain the right to select and arrange **benefit provider/plan administrator** to provide certain benefits available under these Plans and to replace the **benefit provider/plan administrator** from time to time as it may deem appropriate. The Company will provide notice to the Union with such changes.

Section 6 – 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 and/or Long-Term Disability and/or occupational disability approved by the Insurance Company.

Article 21 Job Bids

Section 1 – Filling a Job Vacancy. For the purpose of this section, the following are designated classifications: CAS Operator ORNL.

When it becomes necessary to fill a job vacancy or new job on other than a temporary basis, the senior qualified employee in the unit will be given preference.

- A. Such vacancy shall be posted for 10 calendar days and shall show the job title and closing date.
- B. If there is no applicant for the vacancy or new job, the Company will post the vacancy allowing other IGUA Local 3 personnel employed by the Company the first opportunity to apply for the position. If not filled by this process, the Company **retains the right to** hire a qualified employee from outside the bargaining unit.
- C. A successful applicant/bidder will be released within a reasonable time not to exceed 30 calendar days providing the job is not cancelled. The successful applicant/bidder will be paid the appropriate rate and given a new seniority date once he/she begins the new job.
- D. A successful applicant/bidder who within **no more than six (6) months** cannot meet all required qualifications (as an example but not limited to HRP certification), shall be entitled to return to his or her former job. **Outside applicants unable to meet this requirement will be terminated from the Company and the parties agree that such action will not be processed through the grievance and arbitration procedure.**
- E. A current bargaining unit employee who has applied/bid on a vacancy or new job within the unit and is subsequently awarded the job will not be considered a probationary employee

and will be placed in the equivalent step in the wage schedule.

Article 22 Protective Security

Protective Security. The Company and the Union agree that they will do their utmost to protect the security of classified information and will not reveal such information to any person not specifically cleared for the information by the Government. No person will be cleared for such information except where the information is necessary for the 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. Further, 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 **ORNL** - Oak Ridge, Tennessee. The Arbitration Committee provided for in Article 19 of this Contract shall not make any decisions that conflict with security regulations adopted by the United States Department of Energy.

Article 23

Entire Agreement

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between the Company and the Union with respect to rates of pay, wages, hours of work, and other conditions of employment. It is further agreed that this Agreement can only be added to, detracted from, altered, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives.

Section 2. All rights and privileges not expressly given up by the terms of this Agreement are retained by the Company.

Article 24

Duration of Agreement

Section 1 – Duration. This agreement shall be effective as of 4:00 p.m. **February 28, 2020**, and remain in effect until **11:59** p.m., **February 28, 2024**. After **February 28, 2024**, this contract shall continue in effect from year to year unless notice is given, in writing, at least 60 days prior to the expiration of this Agreement by either Party to the other that it desires to modify or terminate said Agreement.

Section 2 – Company Obligation. It is agreed that the Employer’s obligations under this Agreement will terminate upon termination of its government contract covering the bargaining unit in the event the termination occurs as the result of events beyond the control of Employer.

Section 3 – Employer Liability. It is agreed that the Employer is not liable for any successor’s conduct or for any obligations of any successor under this Agreement.

Appendix A Wage Schedule

Effective for new hires on or after:

Date	Classification	Start	3 Month	6 Month	9 Month	12 Month
<u>March 02, 2020</u>	<u>CAS Operator</u>	<u>\$29.95</u>	<u>\$30.16</u>	<u>\$30.36</u>	<u>\$30.57</u>	<u>\$30.78</u>
<u>March 01, 2021</u>	<u>CAS Operator</u>	<u>\$30.81</u>	<u>\$31.03</u>	<u>\$31.24</u>	<u>\$31.45</u>	<u>\$31.66</u>
<u>March 07, 2022</u>	<u>CAS Operator</u>	<u>\$31.66</u>	<u>\$31.88</u>	<u>\$32.10</u>	<u>\$32.31</u>	<u>\$32.53</u>
<u>March 06, 2023</u>	<u>CAS Operator</u>	<u>\$32.49</u>	<u>\$32.72</u>	<u>\$32.94</u>	<u>\$33.16</u>	<u>\$33.39</u>

CAS Operators effective:

Date	Classification	Rate
<u>March 02, 2020</u>	<u>CAS Operator</u>	<u>\$30.78</u>
<u>March 01, 2021</u>	<u>CAS Operator</u>	<u>\$31.66</u>
<u>March 07, 2022</u>	<u>CAS Operator</u>	<u>\$32.53</u>
<u>March 06, 2023</u>	<u>CAS Operator</u>	<u>\$33.39</u>

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