

CONTRACT

between

UT-Battelle, LLC

OAK RIDGE NATIONAL LABORATORY SITE

Oak Ridge, Tennessee

And

**INTERNATIONAL GUARDS UNION OF
AMERICA**

**LOCAL NO. 3
Oak Ridge, Tennessee**

February 28, 2020 - February 28, 2024

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CONTRACT

This Agreement, effective 4:00 p.m., **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 Laboratory (ORNL) and its successors, hereinafter referred to as the “Company,” as Security Contractor at the Department of Energy’s (DOE) Oak Ridge National Laboratory at Oak Ridge, Tennessee.

ARTICLE 1 PURPOSE OF CONTRACT

Section 1 – Purpose. It is the purpose of these parties to set forth in this document a set of employment terms and conditions deemed most equitable in view of each of the various interests involved, namely, Union, Company, public, individual, and governmental.

ARTICLE 2 RECOGNITION

Section 1 – Union Recognition. The Company recognizes the Union certified by the National Labor Relations Board in Case No. 10-RC-406 as the exclusive bargaining agent for all hourly paid employees in the **UT-Battelle, LLC** Oak Ridge Protective Forces of Oak Ridge National Laboratory site (X-10), but excluding all others such as sergeants, clerical employees, and all professional employees and supervisors, **not covered by the act.**

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.

When it is necessary for a Union representative who is not an employee of the Company to enter a restricted area for the purpose of making an examination of a physical facility in connection with a grievance or dispute, the Company will make a special request to DOE for clearance for that occasion. All security regulations as prescribed by DOE must be complied with.

The Union will be given **reasonable** time during Company New Hire Orientation to address new Protective Force employees. **Such time will not cause overtime or penalty payments and will be scheduled during the ORNL regular non-rotating day-shift, Monday thru Friday. Such time will be scheduled no later than 10-working days from the employee's initial date of hire. This time may be extended based on mutual agreement by both parties.**

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

Section 3 – Company Recognition. The Union recognizes that the Company shall exercise the exclusive responsibility for the management of the Oak Ridge National Laboratory site and the selection, assignment, and direction of the working forces. Such responsibility shall include the right to determine job

content and qualifications of employees to perform work, and the right to adopt and enforce reasonable rules and regulations for efficient operations; provided that the Union rights set forth in this Contract, including the use of the Grievance Procedure and Arbitration, shall not be abridged, curtailed, or modified by this clause.

Section 4 – Conflict with Law. Where any provision of this Agreement Conflicts with any state 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.

ARTICLE 3 ANTI-DISCRIMINATION

Section 1 – Union Membership. There shall be no discrimination, interference, or restraint against any employee because of membership or non-membership in the Union by the Company, and the Union likewise agrees that there shall be no discrimination, interference, intimidation, or coercion against any employees by the Union or any of its agents due to membership or non-membership in the Union.

Section 2 – 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.

ARTICLE 4 AUTHORIZATION OF UNION MEMBERSHIP DUES

Section 1 – Authorization of Union Membership Dues. Upon receipt of written authorization from an employee on a form agreeable to the parties, the company will deduct from the wages of said employee uniform Union Membership dues to be deducted on the third payday of each month. The company will remit such uniform Union dues to the proper official designated by the Union. It is understood that any authorization for payroll deduction shall be voluntary on the part of the employee and may be canceled 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.

Section 2 – The Union agrees to indemnify the Company from all claims, losses, demands, actions, or judgements related to dues collection.

ARTICLE 5 WAGES

Section 1 – Wages. The wage schedules for the period of this Contract are set forth below:

Effective March 02, 2020					
		3	6	9	12
	Start	Months	Months	Months	Months
SO	\$22.54	\$23.58	\$24.64	\$25.67	\$26.75
SPO I	\$26.11	\$27.37	\$28.68	\$29.91	\$31.20
SPO II	\$26.83	\$28.07	\$29.38	\$30.63	\$31.91
SPO III	\$27.53	\$28.77	\$30.09	\$31.33	\$32.62

Effective March 01, 2021					
		3	6	9	12
	Start	Months	Months	Months	Months
SO	\$23.18	\$24.25	\$25.35	\$26.41	\$27.52
SPO I	\$26.86	\$28.15	\$29.50	\$30.77	\$32.10
SPO II	\$27.60	\$28.87	\$30.22	\$31.51	\$32.83
SPO III	\$28.32	\$29.59	\$30.95	\$32.23	\$33.56

Effective March 07, 2022					
		3	6	9	12
	Start	Months	Months	Months	Months
SO	\$23.82	\$24.92	\$26.04	\$27.13	\$28.27
SPO I	\$27.60	\$28.93	\$30.31	\$31.62	\$32.98
SPO II	\$28.36	\$29.67	\$31.05	\$32.38	\$33.73
SPO III	\$29.14	\$30.45	\$31.84	\$33.16	\$34.52

Effective March 06, 2023					
		3	6	9	12
	Start	Months	Months	Months	Months
SO	\$24.45	\$25.58	\$26.73	\$27.84	\$29.02
SPO I	\$28.32	\$29.69	\$31.11	\$32.45	\$33.84
SPO II	\$29.11	\$30.45	\$31.87	\$33.23	\$34.61
SPO III	\$29.90	\$31.25	\$32.68	\$34.03	\$35.43

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

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.

Section 2 – Shift Premium. Effective March 02, 2020, the shift premium paid to those employees regularly scheduled to work on rotating shifts between 3 p.m. to 11 p.m. will increase to **eighty** cents (**\$0.80**).

Effective March 01, 2021, the shift premium paid to those employees regularly scheduled to work on rotating shifts between 3 p.m. to 11 p.m. will increase to ninety cents (\$0.90).

Effective **March 02, 2020,** the shift premium paid to those employees regularly scheduled to work on rotating shifts between 11 p.m. to 7 a.m. will increase to one dollar and **twenty** cents (**\$1.20**).

Effective the first full pay period after March 01, 2021, the shift premium paid to those employees regularly scheduled to work on rotating shifts between 11 p.m. to 7 a.m. will increase to one dollar and thirty cents (\$1.30).

Regular day employees who are required to work overtime will not receive the shift premium. Shift employees working overtime will receive their overtime premiums computed on their straight-time hourly rates of pay plus the shift premium in effect during their regularly scheduled shift.

Section 3 – Weekend Bonus. Effective March 02, 2020, 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, **seventy-five cents (\$0.75)** per hour for such hours worked on Saturday, and **one dollar and fifteen cents (\$1.15)** per hour for such hours worked on Sunday.

Effective March 01, 2021, 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, eighty-five cents (\$0.85) per hour for such hours worked on Saturday, and one dollar and twenty-five cents (\$1.25) per hour for such hours worked on Sunday.

In no case shall such payments be applied to hours not worked.

ARTICLE 6 HOURS OF WORK AND OVERTIME

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

- a. The payroll week shall consist of seven (7) consecutive twenty-four (24) hour periods beginning at 11:00 P.M. Sunday and ending at 11:00 P.M. the following Sunday.
- b. The normal workday for the non-rotating shift employees shall consist of eight (8) hours of work.

- c. The normal workweek for the non-rotating shift employees shall consist of forty (40) hours within a payroll week.
- d. The normal hours of rotating-shift workers are set forth in the Memorandum of Agreement, Twelve-Hour Shift.
- e. All rotating and non rotating shift vacancies will be posted for bid for 15 calendar days.

All open rotating and non-rotating shift vacancies will be posted for bid within 45 days. If filling the bid position creates a severe manpower shortage situation on the shift the employee is leaving, the employee will hold the bid position but will not be moved into the bid position until the shift the employee leaves is no longer in a severe manpower shortage situation.

Vacancies on all shifts will be filled by the senior qualified employee bidding on the vacancy. If there are no bids, the least senior qualified employee will fill a vacancy.

- f. The Company will comply with all applicable DOE Orders regarding appropriate maximum hours of work for employees.

Section 2 – Overtime. During the term of this agreement, overtime shall be paid as follows:

- a. Time and one-half shall be paid for hours worked in excess of eight (8) in any 24-hour period.
- b. Time and one-half shall be paid for hours worked

in excess of forty (40) within the payroll week.

- c. Double time shall be paid for all work performed on the seventh consecutive day worked in the payroll week.
- d. An employee who works in excess of sixteen (16) continuous hours, excluding the non-paid lunch period of a day worker shall be paid two (2) times his or her straight time hourly rate for all such continuous hours worked in excess of sixteen (16). Attending guard mount is included, but not required, when paid in excess of sixteen continuous hours.
- e. In the calculation of overtime, an un-worked and paid holiday will count as eight (8) hours of work.
- f. The allowance of a premium payment, other than a shift premium or weekend 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 (2) or more premium pay classifications, the higher rate shall prevail.
- g. Employees shall not be required to take time off in order to offset overtime.
- h. Any employee after working ten (10) continuous hours (excluding his or her regular lunch period) will be paid a meal allowance of seven dollars and zero cents (**\$7.00**) which will be included in his or her regular paycheck. An additional meal allowance of seven dollars and zero cents (**\$7.00**) will be paid for each consecutive four (4) hours of work performed thereafter. No time will be

deducted for eating lunch during overtime work, it being understood that time consumed in eating lunch will be made as short as possible and in no case exceed thirty (30) minutes.

- i. The Company will assign overtime to employees as equally as practicable **not in conflict with the Overtime Guidelines MOU signed by both the Union and the Company.** A record of overtime assignments shall be kept and made available to the Union for examination.

Section 3 – Penalty Payments

- a. **Schedule Change.** Time and one-half shall be paid for the first eight (8) hours worked when a schedule change is required with less than forty-eight (48) hours notice.
- b. **Call-in.** An employee who is called in by the Company after he or she has left the plant to perform work outside of his or her regularly scheduled shift and reports to work will receive not less than four (4) hours pay at his or her straight-time hourly rate, exclusive of shift premium, or pay at one and one-half (1 1/2) times his or her straight-time rate for such work performed, whichever is greater.
- c. **Reporting Pay.** Any employee who properly reports for work on his or her regular shift 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 the employee has been previously notified not to report for work.
- d. **Holdover.** An employee who is required to work

overtime beyond the end of his or her scheduled shift shall receive not less than four (4) hours pay at straight time, or one and one-half (1-1/2) times his or her regular rate for such work performed, whichever is greater. It is understood that this provision does not apply to an employee who may be required to remain on his or her assignment due to the absence or tardiness of another employee who is scheduled to relieve him or her.

- e. **Prior and Continuous.** An employee who is not notified prior to the beginning of the applicable workweek shall receive not less than four (4) hours pay at straight time, or one and one-half (1-1/2) times his or her regular rate for such work performed, whichever is greater, when required to work prior and continuous to the beginning of his or her regular scheduled shift.
- f. **Mandatory Report Pay.** When an employee is mandated to report to work prior to the beginning of his or her next scheduled shift without an eight (8) hours advance notice and does report and work, he/she shall receive not less than four (4) hours pay at straight-time rate of pay or one and one-half times his/her straight time rate of pay for such work performed, whichever is greater.

Section 4 – Holidays. Premium pay at the rate of two and one-half (2-1/2) times the regular rate of pay will be paid for all work performed on the following holidays:

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

Martin Luther King Jr.'s, Birthday is observed on the third Monday in January; Companion to Independence Day is observed **Thursday, July 2, 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, the preceding 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 Company observed holiday. Eight (8) hours pay at straight time will be given to all employees who are normally scheduled to work on the above holidays but who are not permitted to work by the company. An employee who is instructed to work on a holiday but fails to report and does not have an acceptable excuse will receive no pay for the holiday.

Employees whose regularly scheduled day of rest coincides with the recognized holiday will not be paid for not working on the recognized holiday. Any employee who is required to work less than eight (8) hours on any such holiday shall receive two and one-half (2-1/2) times his or her regular rate of pay for all time worked plus his or her straight time rate of pay for the balance of the eight (8) hours. Premium pay for the holiday will be based on the calendar day.

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

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

If the designated holiday occurs during the employee's vacation and that employee would otherwise have been scheduled to work on that day had it not been a holiday, such employee shall receive either an extra day of vacation with pay or a day's straight time pay in lieu

thereof. Notice of the employee's intent must be given the Company at the time the vacation is scheduled. It is understood that the vacation days scheduled must be consecutive scheduled workdays.

For the purposes of determining actual date of holidays for each shift, the recognized holiday for a particular calendar year as well as a list of all observed holidays for each individual rotating shift will be provided 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.

Section 5 – Absences Counting Toward Overtime.

Paid absences due to fragmented vacation, funeral leave, and **holiday** will count as time worked in determining if an employee is to be compensated at time and one-half for all hours worked in excess of forty (40) within the applicable payroll week.

**ARTICLE 7
VACATIONS**

Section 1 – Annual Earned Schedule. Employees hired on or before August 15, 2007 shall receive vacation in accordance with their company service credit as follows:

- a. An employee must complete one (1) year of Company Service Credit to obtain initial eligibility

for two (2) weeks vacation. However, effective January 1, 1991, one (1) week of this initial vacation eligibility may be taken after completing six (6) months of Company Service Credit.

- b. During calendar years in which an employee completes from two (2) through four (4) years of Company Service Credit, the employee shall receive two (2) weeks of vacation.
- c. During calendar years in which an employee completes from five (5) through nine (9) years of Company Service Credit, the employee shall receive three (3) weeks of vacation.
- d. During calendar years in which an employee completes from ten (10) through nineteen (19) years of Company Service Credit, the employee shall receive four (4) weeks of vacation.
- e. During calendar years in which an employee completes from twenty (20) through twenty-nine (29) years of Company Service Credit, the employee shall receive five (5) weeks of vacation.
- f. During calendar years in which an employee completes thirty (30) or more years of Company Service Credit, the employee shall receive six (6) weeks of vacation.
- g. The Vacation Plan shall be administered in accordance with the vacation regulations contained in **Section 7 – Vacation Regulations**, attached hereto and made a part hereof.

Section 2 – Employee Options.

a. Carry Forward Option

1. Effective **February 29, 2020**, an employee may carry forward to a succeeding year up to two (2) weeks of his or her current year vacation.
2. The maximum amount of carried forward vacation which an employee may have to this credit at any time shall be six (6) weeks. Also, the maximum vacation taken in any calendar year shall be twelve (12) weeks.
3. Vacation time carried forward is not subject to payment in lieu of vacation, except upon the employee's termination **and as outlined in Section 8.**

Section 3 – Daily Accrual Schedule. Sections 1 and 2 of this Article shall not apply to employees hired after August 15, 2007.

Employees hired after August 15, 2007 shall accrue vacation on a weekly basis in accordance with the schedule 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 hired after August 15, 2007 may accrue a maximum total of 240 hours plus their annual eligibility.

Section 4 – Fragmented Vacation. 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 twenty (20) hours may be requested and granted in portions of two (2) hour increments. It is understood that the pay provision as outlined in Article 6, Section 2(i) will not be applicable for an employee who volunteers or is required to back fill two-hour increments of vacation. **Supervision will have final authority to approve or disapprove such request and his/her decision** will not be subject to the grievance procedure or arbitration. **Supervision may approve fragmented vacation made with at least two (2) weeks advance notice, up to the maximum allowable amount per shift as determined by the Company, unless circumstances prevent approving the request.**

At no time will fragmented vacation be granted if operational needs are not met.

Section 5 – Vacation Vesting. The parties agree that in order to clarify the vested rights for the subsequent year’s vacation for employees, with one or more years of service, who are absent because of disability as of December 31, the following guidelines will apply:

- a. If such an employee is receiving, on December 31, Short Term Disability Payment, as outlined in Article 12 of the Company-Union contract at ORNL, he/she shall be regarded as being on the payroll as of December 31 and will be vested for the subsequent year’s vacation.
- b. If such an employee is receiving, on December 31, Long Term Disability Payment, such an employee will not have vested rights to the subsequent year’s vacation.
- c. It is understood that the above clarification relates solely to vacation vesting and does not affect any other determination of whether an employee is deemed to be on the payroll.
- d. Under no circumstances will an employee be eligible for vesting vacation for more than one year on the basis outlined above.

Section 6 – Vacation Cancellation. Employees who become ill while on vacation may reschedule subsequent, consecutive weeks of remaining vacation, provided that proper medical certification is furnished and notification is given to supervision prior to the beginning of the first scheduled shift of the particular week or weeks involved. Employees presently on vacation will be permitted to cancel remaining whole days of vacation, following notification to supervision,

when certified for non-occupational disability pay as a result of hospitalization or from a disabling injury arising out of an accident.

Section 7 – Vacation Regulations. The following regulations govern the application of the vacation provisions as set forth in Article 7 of the Contract:

- a. The vacation provisions are not applicable to part-time, intermittent, or temporary employees.
- b. The vacation season may be limited to a specific period within the year. The number of employees who are on vacation at the same time may be limited.
- c. Vacations are scheduled by supervision during the established vacation season. Preference as to dates is based upon seniority. Such preference to either a whole vacation or one portion of the vacation can be exercised only once in a calendar year. A period shall be specified during which each employee shall advise the Company of his or her vacation preference. Also, the employee shall make an election during this period as to any carry forward option for which he or she is eligible. Such elected option will be irrevocable for the calendar year for which it is made, unless the company and the employee otherwise mutually agree.
- d. An employee must complete the full minimum Company Service Credit noted in Article 7 before he or she is eligible for a vacation pay.

- e. Vacation payments will be calculated on the basis of an employee's straight time hourly rate, plus any applicable shift differential in effect at the time he or she goes on vacation, multiplied by the number of hours in his or her normal workweek. However, the amount paid to an employee for vacation carried forward shall be his or her regular straight time hourly rate in effect at the time he or she receives such pay multiplied by the number of hours in his or her normal workweek.
- f. If an employee who has completed the minimum eligibility requirements for a vacation retires, resigns, is laid off, is discharged, or dies, the employee or his or her survivors will be paid for any vacation in the current year which has not been taken.
- g. A former employee who has completed the minimum eligibility requirements for a vacation and is recalled following a layoff for reduction in force will be required to work for six (6) months following his or her re-employment before he or she is again eligible for a vacation. Such vacation cannot be taken until the following year if it would otherwise result in a duplication of the current year's vacation.
- h. Absence of any employee immediately preceding or following his or her vacation may not be excused for any reason except unavoidable circumstances.
- i. Vacations for which an employee is eligible will not be affected by disability absence except that if an

employee is absent for an entire calendar year no vacation will be granted in such year.

- j. An employee who takes a leave of absence will be treated for vacation purposes in the same manner as if he or she were terminated as of his or her last day worked. If the leave does not extend into another calendar year, however, the employee may be permitted to postpone any current year vacation due until after his or her return to work.
- k. Except as provided for under Carry Forward Option, an employee may not voluntarily postpone any current year vacation due until after his or her return to work.
- l. Fragmented vacation taken by an employee will count as time worked in determining if an employee is to be compensated at time and one-half for all hours worked in excess of forty (40) within the applicable payroll week.

Section 8 – Vacation Disposition. In the event that on December 31 of any calendar year, an employee’s vacation bank exceeds the maximum allowed 240 hours, or maximum allowed 240 hours plus the annual eligibility, as applicable, 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 pay-out will be at the employee’s base rate of pay and subject to standard payroll deductions. The pay-out will be processed no later than January 31 of the following calendar year, in accordance with the Company payroll schedule.

Section 9 – Vacation Availability for Sick. For

instances when an employee is unable to report to his/her assigned shift due to personal illness, the employee will be allowed the option to use no more than 24-hours of available vacation time to be paid for such absences, during any one calendar year. Such use will be in no less than 4-hour increments. The employee will be required to notify his/her supervisor, no less than 2-hours before the start time of their assigned shift.

ARTICLE 8 SENIORITY

Section 1 – Seniority Rating. The purpose of seniority is to establish employee’s rights and privileges based on length of service in the bargaining unit. The use of seniority shall be related to those specific applications of seniority that are set forth in this Agreement.

Seniority shall be defined as the period of the employee’s Protective Force service at Oak Ridge National Laboratory in the bargaining unit measured in years, months, and days based on the employee’s last entry date into the bargaining unit but subject to the completion of the probationary period. The seniority of present employees shall be as indicated on the seniority list dated **January 2019**.

Incumbent employees from O.R.P.F. and Y-12 sites will be granted seniority over new hires when he/she enters the bargaining unit on the same day.

I.G.U.A. represented employees will be given his/her seniority ahead of non-I.G.U.A. site employees hired on the same day.

Newly hired employees that arrive from another DOE site on the same day will retain the same seniority sequence at ORNL **as previously recognized.**

Seniority for employees hired on the same date who are not covered within this section shall be determined by the lowest of the last four (4) digits of their Social Security number.

It is agreed that the relative seniority of each employee shall be established in accordance with the above outline, and revised lists shall be furnished to the Union at six-month intervals thereafter.

Section 2 – 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 bargaining unit except as provided under Section 5 of this Article.
- 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 **three (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 an 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.

This includes any employee who is promoted out of the bargaining unit to take a salaried **or other position outside of the collective bargaining agreement.**

- d. If the employee overstays his or her authorized leave of absence without notifying the Company and receiving an extension of time.
- e. If the employee does not properly report when recalled from a layoff.
- f. If an employee is laid off for a period exceeding **forty-eight (48)** months without being recalled.
- g. **If the employee retires.**
- h. **If the employee is medically terminated.**

Section 3 – Probationary Employees. A new employee shall be considered a probationary employee for the first one hundred and twenty (120) days of employment; and at the end of this period, if he or she is retained, his or her name shall be placed on the seniority list and his or her seniority shall be determined as outlined in Section 1 of this Article. The Union may represent such probationary employees on wages, hours, and conditions of employment, but it is agreed that the termination of employment of such employees during the probationary period shall not be subject to the Grievance Procedure or Arbitration.

Section 4 – Seniority Lists. The Company agrees to compile and furnish semi-annually to the Union a

seniority list showing the seniority of each employee.

Section 5 – Layoffs. When it is necessary to decrease the working force, probationary employees shall be the first to be laid off. When it becomes necessary to lay off employees who have seniority status, the employee having the least seniority shall be laid off first, provided the senior employee so retained has the necessary physical qualifications to perform the work available.

Section 6 – Rehiring. Rehiring shall be in reverse order of layoffs, subject to the Company's need for employees to perform the work available. Former employees being recalled shall be notified by registered letter, return receipt requested, mailed to the last address on record in the Company files. If the Company does not receive a reply to said letter within six (6) days from the date of its delivery as shown on the return receipt, or the former employee does not report for work within five (5) days after he or she has agreed to report, he or she will be considered to have forfeited all rehiring rights. A copy of the recall notice sent to the former employee will be given to the Union. In cases where the senior former employee does not report for work, the Company may notify other former employees in turn on the seniority list until the required number of employees are available.

Section 7 – Seniority During Absences. Employees will continue to accumulate seniority during absence authorized by the Company due to illness or injury, and during authorized leaves of absence in accordance with Article 9 of this Agreement.

Section 8 – 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. Under no circumstance will the provisions of Article 11.1 be applicable for employees affected by a furlough. Should the term of the furlough reach the 60-working day mark, the parties agree to meet to discuss continued staffing requirements.

The parties agree that employees initially eligible to return from an approved leave of absence (i.e. short-term disability), will be considered for return to work contingent upon the availability of qualified resources to determine eligibility to perform SPO duties.

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 UNION LEAVES AND ABSENCES

Section 1 – Union Business Leave. Accredited Union Officers shall be granted a reasonable number of leaves of absence without pay, not exceeding fifteen (15) calendar days consecutively, to attend conventions or other pertinent business of the Union. It is agreed that ten (10) days notice of such leaves of absence will be given except in emergencies, and that no more than two (2) employees shall be absent at any one time for such purpose, except by special request of the Union; and if conditions will permit, this number may be increased by permission of the Company.

An employee whose continued absence over a longer period is necessary because of his or her duties as an elected officer of the Union will be given a leave of absence not to exceed one (1) year, without pay, for such purposes. Upon retirement from such office, the employee shall be entitled to return to his or her former position without loss of seniority, provided he or she reports for work within fifteen (15) days following the expiration of his or her leave. An employee granted such leave of absence must return all security identification issued to him or her at the time the leave of absence begins.

The Group Insurance of such an employee shall be continued in force during such authorized leaves of absence, in case, and in such manner, as the provisions

of the Group Insurance contract permit, provided he or she pays his or her share of the Group Insurance premiums at least monthly in advance.

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

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, where early voting is not available, will be allowed sufficient time with pay, not to exceed three (3) hours, for exercising their franchise, provided such employees submit timely notice to their supervisor of their intention to vote, and present evidence to the Company showing that they are eligible to vote. Time paid for under this section shall count as time worked in the computation of overtime. The parties agree that if the schedule of the employee begins three (3) hours or more after the opening of the polls or ends three (3) hours or more 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 – Funeral Pay. 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, grandchildren. In addition, persons who acted in “loco-parentis” of parents (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 three (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 five (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 5 – Jury Duty. An employee who is called for jury duty may be excused from work upon presentation of court notice to his/her immediate supervisor. If the employee's jury duty exceeds three (3) hours, he/she may be excused for the remainder of the shift for that day. A day shift employee whose jury duty does not exceed three (3) hours on any day is expected to report to work for the remainder of his/her shift whose jury duty service does not exceed three (3) hours on any day is expected to report for work at the start of his/her next scheduled shift.

An employee scheduled to work between the hours of 11:00 p.m. and 9:00 a.m. immediately preceding his/her first day of jury duty is excused from work for any of such hours. After the first day of jury duty, if his/her jury duty responsibility on any day exceeds three (3) hours, the employee is excused from any portion of his/her next scheduled shift occurring within twenty-four (24) hours following the start of such jury duty service.

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

The Company may elect to accommodate the evening

or midnight shift employee who is called for jury duty by temporarily assigning him/her to a day shift for the period of his/her jury duty service. Article VI, Section 2C of this Contract shall not be applicable when an employee's schedule is changed in order to comply with this section.

Section 6 – Military Training Duty and Service as Election Official. 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 timely submit vacation requests to their supervisor for such time away from work to be paid.**

Section 7 – Personal Time Off. The ORNL policy in granting personal time off without pay to bargaining unit employees was stated to the Union as follows:

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

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

1. Sickness in immediate family when time is

needed to make necessary arrangements for care;

2. Minimum time necessary to attend a marriage in the immediate family;
3. Minimum time necessary to attend the funeral of a close friend or relative;
4. Minimum time necessary for settlement of estates or to serve as a witness in court;
5. Minimum time necessary to obtain emergency dental work;
6. Any other compelling reason which, in the judgment of the supervisor, is in a similar category to those listed above.

Should the supervisor have a question as to the validity of a reason for an employee's request for personal time off, he or she may refer the question through the chain of supervision to the Division Manager for a decision.

ARTICLE 10 MILITARY SERVICE

Section 1 – 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.

ARTICLE 11 LAYOFFS

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

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

Section 2 – 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 **UT-Battelle, LLC** Oak Ridge while the RIF notice is in effect will be placed on the recall list. Such employees will have recall rights for **forty-eight (48) months** as provided in Article 8, Sections 2e and 2f. 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 **UT-Battelle, LLC** Oak Ridge **position** to another **UT-Battelle, LLC** Oak Ridge **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 3 – Rehired Termination. A former employee who is rehired and is subsequently terminated on account of reduction in force will receive layoff allowance pay based on his or her most recent rehire date.

Section 4 – Contractor Change. If the contract between the United States Department of Energy and **UT-Battelle, LLC** Oak Ridge, 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 ten (10) days of the date of change in contractors, layoff allowance will not be payable to such employee by **UT-Battelle, LLC** Oak Ridge. 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 not suffer 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 ten (10) days and is laid off, he or she will receive benefits from **UT-Battelle, LLC** Oak Ridge as set forth in this Article.

ARTICLE 12 DISABILITY PAY

Section 1 – Short Term Disability Plan. An employee **employed 6-months or more**, who is disabled and unable to work due to illness, pregnancy, or non-occupational injury, will be paid his or her basic straight-time hourly rate in accordance with the following schedule:

Level of Benefit	Eligible Period of Benefit	Rate of Payment
Tier I	First 6-weeks	100% of Base Pay
Tier II	up to an additional 6-weeks	80% of Base Pay*
Tier III	up to an additional 14-weeks	60% Base Pay*

***Eligible employees are allowed to supplement approved disability pay, up to 100% of base pay, with the employee's accrued and unused Vacation benefits. The employee is required to submit timely requests to the designated Company representative, for applying any supplemental payment.**

Union Supplemental Insurance will be made available to eligible employees in accordance with the Union plan. The parties agree that the Union will administer the plan and the Company agrees to deduct the employee authorized premiums and remit the deductions to the Union plan administrator/fund.

Section 2 – Long Term Disability Plan. An employee totally disabled for six months will become eligible to receive sixty percent (60%) of his or her monthly basic straight-time rate up to a specified maximum monthly benefit paid in accordance with the terms and conditions of the Long Term Disability Plan set forth in the **Company's disability plan document**. 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 handbook or that such employee continues to be totally and permanently disabled the dispute shall be resolved in the following manner upon the filing with the Company of a written request for review by such employee not more than 60 days after receipt of denial:

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

Company and the Union.

Section 3 – Conditions of Payment.

- a. Payments under the Short Term and Long Term Disability Plans referred to in Sections 1 and 2 of this Article will not be made for:
 1. For the first 24 hours of absence for any non-occupational disability unless such period of disability extends beyond two (2) calendar weeks 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 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.
- 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 4 – Administration of Plans

- a. The Short Term and Long Term Disability Plans and the payment of benefits under them shall be handled by the **Company designated administrator**, it being understood that a claimant whose benefits claim is denied may contest such denial with the **Company 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 non-medical factual dispute with the Company in connection with such claim (such as a disagreement over his or her earnings group, eligibility, employment status, amount of Company Service Credit or other non- medical factual question) such employee and the Union may process a grievance in accordance with the terms of this Contract. It is agreed, however, that any and all medical questions in dispute shall be determined solely by the **Company's designated plan administrator**.

- b. It is understood that the Company shall retain the right to select and arrange with **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.

Section 5 – Company Service Credit During Approved Disability 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 occupation disability approved by the Company's **designated plan administrator**.

Section 6 – Workers' Compensation. An employee disabled and unable to work due to an occupational illness or injury will be paid 100% of his or her basic straight time hourly rate. If an employee reaches maximum medical improvement (**MMI**) but is not cleared to return to work by the designated physician,

he or she will receive STD/LTD benefits per the following:

1. If less than 6 months absence due to disability, employee will receive remainder of 6 months STD benefits per schedule in Section 1 – Short Term Disability.
2. If 6 months or more absence due to disability, employee will receive Long Term Disability benefits in accordance with Section 2 – Long Term Disability.
3. **If the employee is out more than 6-months and has not reached MMI, he will be paid in accordance with TN Workers' Compensation law.**

ARTICLE 13 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. The Company recognizes and fully supports the Shift Safety Teams as an important mechanism in the integration of environment, safety, and health into the operations of the Protective Force. The Teams are encouraged to inspect the workplace on a routine basis and make recommendations to the Company, and to participate with Company during scheduled environment, safety, and health assessments. Team member(s) on duty are encouraged to participate with the Company during the investigation of work-related injuries and illnesses, employee concerns, vehicle and firearms incidents, and reported overexposures to chemicals or radiation.

Section 6. Occupational accident, injury, and illness records shall be kept and maintained by the Company.

Section 7. The Company shall provide medical service and facilities 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 Company's medical service or reports of outside medical services use by the Company shall be available on request to the employee. The confidentiality of medical results shall be respected.

Section 8. Periodic medical evaluations shall be conducted by the **UT-Battelle, LLC Health Services**

and shall be made available to all employees at no cost to the employee. An employee, upon request, shall have the opportunity of discussing the results of his or her medical examination with the Company.

Section 9. The Company will continue to recognize and support the Union appointed Safety Representative.

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

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

Section 12. The Company will provide approved protective clothing and safety equipment necessary for the safety and health of all employees. This section does not apply to clothing or shoes in connection with physical fitness.

Section 13. If an employee sustains an injury or occupational disease covered under the Tennessee Workers' Compensation Act, the employee shall be examined and treated at no cost to the employee, including specialty care as directed by the Contracted Medical Support Physician.

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

Section 14. Committees appointed by the Company to investigate accidents in which a bargaining unit employee has been injured will include an appropriate

bargaining unit employee selected by the Union. **Such employee's time involved with an investigation will not be a cause for any overtime or such additional costs to the Company, unless mutually agreed-to by both parties. The parties agree that the Union representative participating in an investigation will be chosen from those that are working the regular scheduled hours during that shift, and not necessarily another shift. If this would be required, the parties agree to discuss any impacts before such assignment would be finalized.**

Section 15. UT-Battelle, LLC Oak Ridge 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 14 GENERAL

Section 1 – Bulletin Boards. The Company shall provide the Union with a suitable bulletin board for the purpose of posting 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.

Section 2 – Work Performed by Supervisors or Technical Personnel. Supervisory personnel shall not do non-supervisory work which will deprive employees of jobs regularly performed by them. This does not

prevent such supervisory personnel from performing necessary functions of instruction or assistance, or from operating equipment or processes in emergencies.

Section 3 – Company Service Credit. Company Service Credit is based upon employment by WSI Oak Ridge. Service Credit will be determined under the following rules:

- a. In case an employee receives wages from WSI Oak Ridge 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 **forty-eight (48) consecutive months**, Company Service Credit will be given for service prior to such layoff.
 2. If such layoff continues more than **forty-eight (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, which is authorized by the local management, employment will be considered as continuous without any deduction if it does not exceed three (3) months. However, in case such absence does exceed three (3) months, the period of absence in excess of three (3) months will not be considered as Company Service unless otherwise authorized by the local

management. If an employee who is thus absent fails to return to work when able to do so and at the time designated by the Company, he or she will be considered 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 former employee was rehired within three (3) months after his or her voluntary termination, and the local management deems it to be in the interest of the Company to authorize credit for service prior to such voluntary termination.
- e. In case of rehire or reinstatement subsequent to discharge for cause or resignation at the Company's request, credit will be given for service only since last date of rehire or reinstatement by the Company, unless otherwise authorized by the local management.

Section 4 – Uniforms. The Company will continue to prescribe, furnish, and maintain uniforms and items of equipment. Uniforms include Company issued footwear, as and when prescribed. Such footwear will be limited to two (2) pair at any time, to be retained on plant premises and replaced under applicable regulations and practice for maintenance of prescribed uniforms and items of equipment. **When it is deemed necessary for changes to the provided body armor, the Company will solicit input from designated Union representative(s) prior to final communications of**

the implemented change.

Union represented employees are authorized to wear company approved, union provided insignia as directed by the Company.

Section 5 – Miscellaneous Duties. All time spent in preparing for work and preparing to leave after work 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, **consistent with law**. It is mutually agreed that all employees shall report to their first post assignment, ready for work, promptly at the designated shift starting time. Employees shall remain on their last assigned posts until the end of their designated shift. Transportation to and from post will be furnished in accordance with current and past practice.

Section 6 – Educational Assistance. The Company will provide financial assistance to eligible employees who, while still employed, and outside of their regular working hours, satisfactorily complete qualified courses of study in recognized schools or colleges.

Section 7 – Special Response Team (SPO III). A Special Response Team (SRT) is a designated team of Security Police Officers who successfully complete special training and who continue to meet job requirements, including physical fitness, medical and firearm standards required of SRT members.

Consideration will be given to requests of Security

Police Officers concerning their desire to participate in SRT training. In the event the number of employees who are accepted for training exceeds the number of employees needed for training, the selection for available slots will be based on seniority. Individuals who are not accepted for training will be advised of the reasons if they so request. The final determination of those who qualify for assignment to an SRT is the exclusive responsibility of the Company as set forth in Article 2, Section 3 of the Contract.

Section 8 – Federal Law. The Company and the Union agree to abide by the Americans with Disabilities Act and the Family and Medical Leave Act.

Section 9 – Initial and Continual Employment. The Company has the right to determine an employee's qualifications for initial employment.

The Company will notify the Union as it receives new requirements and directives prescribed by government agencies which conflict with the terms of the 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 terms and working 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 the lack of available temporary work.

Upon the 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 10 – 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 11 – 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 12 – Fixed Post Readiness Standard. If the Company implements fixed posts at the direction of DOE, the Company agrees to meet with the Union to discuss the Fixed Post Readiness Standard (FPRS) and to effects bargain the base wage rate, physical fitness standards, and staffing.

ARTICLE 15 PROTECTIVE SECURITY

Section 1 – Protective Security. The Union and the Company agree that they will do their utmost to protect

the security of classified information and will not reveal such information to any person not specifically cleared for the information by the Government. No person will be cleared for such information except where the information is necessary for performance of work desired by the Government. It is recognized that the Company has agreed not to employ any person designated by the Government as one whose employment is considered prejudicial to the Government and to remove from the work and exclude from the area any person whose continued employment is deemed by the Government to be prejudicial to the Government. Further, all members of the Union and Company are required to comply with all protective security regulations now in effect or as may be promulgated at Oak Ridge, Tennessee. The Arbitration Committee provided for in Article 18 of this Contract shall not make any decisions that conflict with security regulations adopted by the United States Department of Energy.

ARTICLE 16 CONTINUITY OF OPERATIONS

Section 1 – Continuity of Operations. Both the Company and Union agree that continuity of operations is of the utmost importance to the security operations at the DOE Oak Ridge National Laboratory.

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.

Section 3 – If it is contended that a discharged employee did not violate this Article, the Union may, within two (2) regular work days (exclusive of Saturdays, Sundays, and holidays) after the employee is discharged, contest the discharge by filing a grievance initially in the third step of the grievance procedure. Such grievance shall also be subject to arbitration in accordance with Article 18.

ARTICLE 17 GRIEVANCE PROCEDURE

Section 1 – Stewards and Grievance Committee. The Company agrees to recognize six (6) properly certified Union Stewards for the purpose of representing employees in the Grievance Procedure.

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

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

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

Section 3 – Grievance Procedure. All complaints, disputes, or misunderstandings involving questions of interpretation or application of any clause 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 Steward, who shall attempt to adjust the matter with the employee's **designated Company Representative**. As outlined in Section 4 -Time Limits; any grievance not reduced to writing and submitted to the **designated Company Representative** on a mutually agreed upon form within fifteen days after the occurrence of the incident complained of cannot be processed through the Grievance Procedure. If a grievance is submitted by the Union in writing, the Company must respond in writing within seven (7) days. If after receiving the Company written response and there is no resolution, the grievance may be carried to step 2.

Step 2. If the grievance has not been settled in Step 1, the grievance shall be referred to the Chief Steward and the Site Manager of Protective Force who will jointly schedule a Step 2 meeting. Such meeting shall be held within ten (10) days after being requested. If either party desires, the aggrieved employee, the Steward, or the **designated Company Representative** may be present. The Company's answer shall be given within seven (7) days after the meeting and shall be in writing. If no agreement is reached the grievance may be carried to Step 3.

Step 3. If not satisfactorily settled in Step 2, the grievance shall be reduced to writing and submitted on a form mutually agreeable to the Company and

Union for possible settlement in a meeting between the Union Grievance Committee, Labor Relations and other Company representatives. Such meeting shall be held at a time mutually agreeable by the parties not to exceed 30 calendar days. The Company's answer shall be given within fifteen (15) days after the meeting and shall be in writing. If no agreement is reached and the matter is subject to arbitration, it may be referred to arbitration in accordance with Article 18.

A grievance contesting a suspension or discharge may be initiated in Step 3 of the Grievance Procedure.

When two (2) or more grievances are filed concerning the same incident, the grievances may be combined when reduced to writing and appealed to Step 3.

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

Section 4 -Time Limits. Any grievance not reduced to writing and submitted to the designated Company Representative on a mutually agreed upon form within fifteen 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 five (5) days after a decision has been rendered by the Company. The Union's failure to carry a grievance from one step to the next or to arbitration within the specified time limits shall be without prejudice to the Union's rights to process the same subject matter (although not the very same case) in another grievance.

All time limits noted in this Article are exclusive of Saturdays, Sundays, and holidays. Extensions may be agreed upon by mutual consent.

Section 5 – Pay for Grievance Time. Stewards and employee members of the Union Grievance Committee shall be paid by the Company for a reasonable period of time spent during their regularly scheduled working hours in settling grievances under this Article and at their straight time hourly rate of pay; provided, however, that before leaving their jobs for the purpose of handling grievances they must receive permission from their supervisor.

ARTICLE 18 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 the Contract

may be submitted for settlement to the Arbitration Committee within fifteen (15) days after the final action taken under Step 3 of the Grievance procedure. Within five (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 requesting a list of seven (7) arbitrators where both parties will strike arbitrators until one name remains. Either party can request a second panel without explanation. Any additional panel shall first be agreed by both parties. Selection of the arbitrator will be made from a panel consisting of the seven (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 seven (7) is narrowed to one (1) 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 thirty (30) calendar days after the briefs are received by the chairperson. The decision of the majority of the Arbitration Committee shall be final and binding on both parties.

Any grievance, **except matters of termination**, which has not been heard in arbitration within two (2) years after the date of appeal will be considered to be withdrawn on the basis that neither the grievance, the answer, nor the **proposed remedy** will be **binding on** either party in the future.

In matters involving terminations, such grievance will be considered withdrawn if it has not been heard in arbitration within nine (9) months after the date of appeal.

It is understood that this time limit may be extended by

the 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 19 DURATION

Section 1 – Duration. This contract shall become effective 4 p.m., **February 28, 2020**, and shall continue in effect through **11:59 p.m., February 28, 2024**. After **11:59 p.m., February 28, 2024**, this contract shall automatically be renewed from year to year unless either party notifies the other in writing sixty (60) days prior to the expiration date that it desires to terminate or modify the provisions of this contract.

The parties agree to negotiate ORNL **SPO**, and **ORNL CAS** contracts concurrently (at the same time).

Section 2 – 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.

ARTICLE 20 **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.

APPENDIX A PENSION, GROUP INSURANCE, AND DENTAL PLANS

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

Part A – Pension Plan

1. Benefits to eligible employees set forth in **the second amendment executed on November 30, 2018 of the plan document for the Pension Plan for the employees at ORNL.**
2. It is understood that if any dispute arises from the denial of a bargaining unit employee's claim for benefits under the Pension Plan, then such dispute may be taken up through the Grievance and Arbitration Procedure of the principal Collective Bargaining Contract then in effect between the parties.
3. It is understood that an employee who retires and commences to receive a Pension Benefit will have no rights to resume active employment with the Company.
4. The obligation of the Company to maintain the Pension Plan, as herein provided, is subject to the requirement that approval by the Internal Revenue Service for the amended Plan is received and maintained continuously as:
 - a. Qualifying under Section 401 of the Internal Revenue Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are hereafter amended or enacted); and
 - b. Entitling the Company to deduction for payments under the Plan pursuant to Section 404 of the Internal Revenue Code or any other applicable section of the Federal tax laws (as such Sections are now in effect or are

hereafter amended or enacted).

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

5. The Pension Plan referred to in this Agreement shall be non-contributory **plan for** eligible bargaining unit employees who **are** a participant at the close of business on the day preceding the effective date of this Agreement.
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 participate in a non-matching Defined Contribution Plan (DCP) to be provided by the Company. Under this DCP, 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.

Part B – Group Insurance Plan

1. Benefits under the Group Insurance Plan **are defined under the Health Care Plan Memorandum of Understanding.**
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 **UTB, LLC plan documents**. The costs to employees for Supplemental Life Insurance are set forth in the **UTB plan**

documents, 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 **hired prior to 08/15/2016**, 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 **in the amount of 1x Salary** up to age 65, as set forth in the **UTB Plan documents**, shall make his or her payments in advance monthly (or quarterly if he or she desires) to the office or postal address designated by the Company.

Part C – Dental Insurance Plan

1. Benefits under the Dental Insurance Plan for eligible employees and dependents who participate in the Plan **are defined under the Health Care Plan Memorandum of Understanding.**
2. Costs of the Dental Insurance Plan will be shared by the Company and participating employees.

Part D – General Provisions

1. During the term of this Agreement, the Company Service Credit of an employee for the purpose of determining eligibility for benefits under the Pension, Dental Insurance and Group Insurance

Plans, and of computing the amount of such benefits, shall be determined in accordance with the Company Service Credit Rules set forth in the principal Collective Bargaining Contract then in effect between the parties. However, it is understood that with respect to the Pension Plan, credited service as defined in that Plan shall govern.

2. In the event of the enactment or amendment of any Federal or State law providing for benefits similar, in whole or in part, to those covered by Parts B or C of this Agreement, and requiring either (a) compulsory participation by any employee or the Company; or (b) compulsory payment of taxes or contributions by any employee or by the Company; or (c) benefit costs either to any employee or the Company different from those provided for under Part B or C of this Agreement, then the parties hereto agree that they will amend this Agreement so as to provide that the total cost to the Company for insurance benefits of whatsoever nature for its employees will not be greater in amount than such costs as provided by law or by Part B or C of this Agreement, whichever costs are greater.
3. The Company shall retain the right to arrange through an insurance company(s) or other carrier(s) for coverage providing the benefits under the Group Insurance and Dental Insurance Plans.
4. The administration of the Group Insurance and Dental Insurance Plans hereunder and the payment of benefits under the Plans shall be

handled directly by the **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 Insurance or Dental Insurance Plans and desiring to file such claim with the **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 the principal Collective Bargaining contract then in effect between the parties.

It is agreed that any arbitration award as to such factual dispute shall be final and binding upon the parties hereto and the employee thereafter may present his or her claim to the **designated 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 **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 sixty (60) days after the **designated plan administrator's** position giving rise to the dispute.

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

Further, this Agreement shall remain in effect **for the term of the CBA.**

Part E – 401(k)

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.

MEMORANDUM OF AGREEMENT

Health Care Plan

Section 1. The parties agree that the existing UTB Choice Plus Plans, Vision, and Dental plan options will be continued for the remaining plan year 2020.

It is agreed that the **premium costs of plan year 2020 UTB Choice Plus Medical Plan offerings** shall be shared by the Company and participating employees. Each employee who enrolls in the **UTB Choice Plus Medical** Plan shall pay the applicable rate as follows:

Effective with the Plan year 2020 offerings the employee shall pay 20% of the cost and the Company shall pay the remaining 80%.

Employee participation in the **UTB Choice Plus Medical 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 UTB-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) days, 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.

Physical Fitness Standards and Training Program

1. All Security Police Officers (SPOs) must participate in an off-duty physical fitness training program on a continuing basis. This training is for the purpose of ensuring that SPOs maintain the requisite physical fitness for effective job performance and to enable the individual SPO to pass the applicable annual physical fitness re-qualification test **as currently** required by the DOE. Participation in the training program will be continuous, except for temporary suspensions necessary for medical reasons as determined by **UT-Battelle, ORNL** Medical Support.
2. Participating SPOs will be paid the equivalent of one and one-half times their hourly straight-time rate of pay for each three 40-minute training sessions (if subject to offensive standard) or two 40-minute sessions (if subject to defensive standard) actually performed during the payroll week. Effective August 18, 2014, all participating SPOs will be paid the equivalent of one and one-half times their hourly straight time rate of pay for each of three 40- minute training sessions performed during the payroll week. Payments are based on the SPO's written certification (on a form provided by the Company) that he/she completed each required training session during the payroll week. It is understood that these training sessions, performed strictly at the SPO's convenience, are not counted as time worked for purposes of computing overtime or

any premium pay.

3. Each participating SPO will be scheduled by the Company once each year at a point that is approximately six months prior to his/her annual qualification date to undergo a physical fitness evaluation by Company representatives. Any SPO who does not satisfactorily pass this physical fitness evaluation will be (1) referred to UT-Battelle, ORNL Medical Support, or (2) provided an individualized program of physical fitness to follow for the six months remaining before his/her annual re-qualification date. SPOs who fail to re-qualify on or before his/her anniversary date will be subject to the provisions of Administrative Understandings, "Failure to Qualify As a Security Police Officer".
4. A SPO on the payroll as of October 1st during each contract year will receive an annual, taxable clothing allowance as outlined: 2020 - \$360.00; 2021 - \$370.00; 2022 - \$380.00; 2023 - \$400.00. This allowance is to be used to purchase and launder/maintain appropriate running shoes and exercise clothing, which meet requirements established by the Company. All clothing allowances will be paid within two weeks of October 1st of each contract year.
5. It is understood that this training program may be modified, temporarily suspended or terminated by the Company upon prior written notice to the Union. The adoption of modifications, suspension or termination of this program will be discussed with the Union prior to effectuating changes.
6. Employees on military training/orders may receive

Physical Training (PT) pay if they are actively participating in the off-duty physical fitness program and on a military leave of absence for 30 days or less. Employees must report dates and times of completed training sessions to site supervision prior to the end of each payroll week they are absent. Upon return to work, the employee must certify (on a form provided by the Company) his or her completion of the previously reported training sessions in writing.

Guard Mount

The parties agree to a thirty-minute daily guard mount prior to the beginning of each shift. Employees will report to Guard Mount properly clothed. Time spent in daily Guard Mount will be treated as standard overtime for all shifts. It is understood that a Guard Mount will not be provided to new employees who are attending basic training. If basic trainees are required to attend Guard Mount due to operational requirements, they will be paid for Guard Mounts attended.

Twelve-Hour Shift

It is agreed between the parties that rotating shift Security Officers and Security Police Officers will be assigned to work twelve-hour shifts on a rotating shift arrangement to be determined and established by the Company.

It is also understood and agreed that employees working this special twelve-hour shift schedule will in no case receive more compensation for vacation, holidays, jury duty leave, funeral leave, disability leave, or other paid absences than they would normally receive by working the current eight-hour rotating shift

arrangement. It is the intent of this agreement that no employee receive a windfall under the contract solely by virtue of working a twelve-hour shift rather than an eight-hour shift schedule.

The following is the agreement:

1. These conditions are not all inclusive and unanticipated situations may arise. The Company and Union will address such occurrences 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.
2. All **IGUA** rotating shift workers at **UT-Battelle** ORNL.
3. Consists of two 40-hour, one 44-hour, and one 36-hour workweek.
4. Hours 7 a.m. to 7 p.m. and 7 p.m. to 7 a.m.
5. In no case will employees working the established 12-hour shift schedules receive standard overtime for hours worked in excess of eight in a 24-hour period. Employees will receive pay for holdover, call-in, and work in excess of 40 hours in a payroll week in accordance with the terms of the contract.
6. Employees receive four hours at the overtime rate once every four weeks when they work the scheduled 44-hour week.
7. Double time pay for all hours worked on the seventh consecutive day worked in any

payroll week.

8. A list of all holidays for rotating shift employees will be provided to the Union to show when the holiday premium pay will be paid to each individual shift.
9. 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.
10. For working 12 hours on holidays, employees receive double time and a half for the first eight continuous hours of the scheduled shift that fall on the holiday and straight time for the last four hours of the scheduled shift.
11. When two worked holidays fall back to back and an employee begins work at 7 p.m. on the first holiday, he/she will receive 16 hours pay at double time and a half.
12. Weekend premium will be paid for hours worked on Saturday and / or Sunday as part of scheduled shift.
13. Effective **March 02, 2020**, the shift premium paid to those employees regularly scheduled to work on rotating shifts between 3 p.m. to 11 p.m. will increase to **eighty** cents (**\$0.80**). Effective **March 01, 2021**, the shift premium paid to those employees regularly scheduled to work on rotating shifts between 3 p.m. to 11 p.m. will increase to **ninety** cents (**\$0.90**). Effective **March 02, 2020**, the shift premium paid to those

employees regularly scheduled to work on rotating shifts between 11 p.m. to 7 a.m. will increase to one dollar and **twenty** cents (**\$1.20**). Effective **March 01, 2021**, the shift premium paid to those employees regularly scheduled to work on rotating shifts between 11 p.m. to 7 a.m. will increase to one dollar and **thirty** cents (**\$1.30**).

14. Meal allowance will be paid after an employee works 14 continuous and successive hours.
15. Vacation time is accounted for in increments of 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 of vacation.
16. On an observed holiday, employees may request and be granted fragmented vacation for the four (4) hours of the shift that are not the observed holiday hours.
17. Vacations are taken in four-hour blocks. Vacation may be requested and granted for the first four hours and/or the middle four hours and/or the last four hours of the shift in accordance with the contract.
18. Employees working their short day who are required to participate in Guard Mount will be paid Guard Mount accordingly.
19. When either SDO are 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 (8) hours or more.

20. Sick days are approved by hours and not by days.
21. When an employee works his/her scheduled day off, he/she will be paid a meal allowance after working ten (10) continuous hours.

This arrangement shall continue in effect for the term of the current contract. **The parties agree to meet quarterly to review the effectiveness of the 12-hour shift schedules, to address any issues, and to review the Company changes to shift schedules, including but not limited to alternate rotating shift arrangements.**

ADMINISTRATIVE UNDERSTANDINGS

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.

Failure to Qualify as a Security Police Officer

Employees who fail to qualify as Security Police Officers (SPOs) because of failure to meet necessary standards (physical fitness, medical, firearm) will be reclassified as Security Officers (SOs), subject to the limited availability of SO jobs. Reclassified employees may exercise seniority for available SO jobs. Employees who are reclassified and who have twenty-five (25) or more

years of company service will retain their existing hourly rate (red circle) until the top SO rate equals or surpasses their existing rate. Employees who are reclassified to SO and who have less than twenty-five (25) years company service will move to the appropriate wage step in the SO wage schedule.

In the event a reclassification becomes necessary and there are no available SO jobs, or if a SO is displaced by a more senior SPO who fails to meet the standards, the Union will be notified and the following procedure will be followed:

- 1. The employee will be carried on the payroll for 30-days or date of re-qualification, if sooner, and assigned SO duties commensurate with his or her capabilities if such work is available. The Company may at its discretion extend the time to qualify up to an additional 60 days by placing the employee on unpaid administrative leave pending re-qualification. It is understood nothing herein shall alter or impact any time frames or other rights and obligations set forth in 10 CFR 1046 relating to qualifications.**
- 2. The employee will be referred to the UT-Battle, ORNL Human Resource Division for possible placement in a job for which he or she is qualified. If the employee does not apply for or is not otherwise qualified for an alternate available position within the 30 or 90-day period, the employee will be terminated at the end of the 30 or 90-day period. If termination is caused by a medical disability, the employee will receive a medical termination with appropriate termination pay.**

3. If an individual employee feels that the decision to disqualify him or her as a Security Police Officer is incorrect, and such decision is based on medical reasons, the employee may, **at his/her cost**, have himself or herself examined by a private physician of his or her choice and may submit the physician's findings to the **UT-Battelle** Medical Support for evaluation. If the two physicians disagree as to whether the employee's medical condition conforms to the required standard(s), the **applicable provision of 10CFR1046 will be followed for a final determination.** It is understood that the standards imposed by DOE are not subject to question and will be strictly adhered to.
4. The administration of the above understanding is subject to the grievance procedure and arbitration. The DOE standards referred to in the understanding, however, are not subject to the grievance procedure or arbitration.
5. The only exception to this agreement will be in the case of a SPO who has the seniority to bump a less senior SO. In these situations the more senior SPO will be allowed a grace period of 14 calendar days in order to meet the physical fitness or weapons standard before being required to bump the less senior SO. In no case will a grace period be granted when a SPO has been medically disqualified. If a SPO fails to meet the required standard within the grace period and the SO is bumped from his or her position the SO will receive a 90-day letter. If the more senior employee (or any other SO) re-qualifies and returns to his or her SPO classification, the SO position held by that

employee will be eliminated.

Reclassification to Security Officer

Parties agree that the provisions of this section would only be applicable when there are SO opportunities available, and that any reference to a 90-day letter is amended to a 30-day letter as stated in sections 1 and 2 above.

A Security Police Officer (SPO) who fails to meet the necessary standards (physical fitness, medical, firearm) by his/her yearly anniversary date will be disarmed and reclassified as Security Officers (SO), subject to the availability of SO jobs. Where there are no available SO jobs, a reclassified employee may exercise his seniority and displace a less senior SO.

In the event reclassification of an SPO becomes necessary and there are no SO jobs, or a less senior SO is displaced by a more senior SO who fails the standards, the procedure as outlined in Items 1-5 above "Failure to Qualify as SPO" will be followed.

To clarify/summarize the conditions under which a SPO may be reclassified to SO or issued a 90-day letter, the following procedure will be followed:

1. SPOs who fail to qualify by their anniversary date will be disarmed and issued a 90-day letter or be reclassified as Security Officers (SO), subject to the availability of SO jobs. Where there are no available SO jobs, a reclassified employee may exercise his seniority and displace a less senior SO.

2. SPOs who are selected and medically cleared to run for audit purposes and who subsequently fails the run will be disarmed and issued a 90-day letter or be reclassified as Security Officers (SO), subject to the availability of SO jobs. Where there are no available SO jobs, a reclassified employee may exercise his seniority and displace a less senior SO.
3. SPOs who fail to qualify by their anniversary date because of a missed appointment(s) for a review and run, except for extenuating circumstances as determined by management, will be disarmed and issued a 90-day letter or be reclassified as Security Officers (SO), subject to the availability of SO jobs. Where there are no available SO jobs, a reclassified employee may exercise his seniority and displace a less senior SO.
4. SPOs unable to meet firearms and fitness qualification standards within the required time period because of temporary medical or physical disability as certified by a contracted medical support physician, will be disarmed. However, such employees will not suffer loss of compensation (will not be reduced to the SO pay grade) until being released by the physician. Immediately upon being released by the physician the SPO will receive a 90-day letter or be reclassified as Security Officers (SO), subject to the availability of SO jobs. Where there are no available SO jobs, a reclassified employee may exercise his seniority and displace a less senior SO. An extension granted for a temporary medical or physical disability by the Contracted Medical Support Physician may not exceed 6 months.

5. SOs displaced by a more senior SO who fails to qualify, will receive a 90-letter.
6. Employees who are issued a 90-day letter for failure to meet the physical standards will be referred to the physical fitness staff where the employee will be evaluated and given the opportunity to participate in an exercise program designed to help the employee re-qualify within the 90-day period. It will be the employee's decision as whether or not they choose to participate in the program.
7. Employees on a 90-day letter may attempt to re-qualify and satisfy the physical fitness standards anytime during the 90-day period provided the employee has been medically cleared by the designated medical support physician.
8. During the semiannual firearms qualification an SPO will be provided two qualifying attempts. SPOs who fail to qualify will be disarmed and placed in a remedial firearms training program as provided in 470.4-3, change 1 Section A, I-5 (4) (d). The employee will also be issued a 90-letter or be reclassified as Security Officers (SO), subject to the availability of SO jobs. Where there are no available SO jobs, a reclassified employee may exercise his seniority and displace a less senior SO.
9. SPOs who exceed their anniversary date while on short-term disability will not be reclassified to SO nor receive a 90-day letter until such time the employee is medically released to return to work.

10. Employees on a 90-day letter who becomes disabled and are placed on short-term disability, will have their 90-day letter suspended until such time the employee is medically released to return to work. Once released by the designated medical support physician to return to work the 90-day letter will commence at the point at which it was suspended. For example, an employee who has completed 60 days of a 90-day letter and is subsequently placed on short-term disability will, upon being released by the physician, have a total of 30 days left to re-qualify.
11. Except as outlined in paragraph 4, employees who fail to qualify by their anniversary date; are issued a 90-day letter; or become reclassified as an SO because of failure to meet the required medical, physical or firearms standards will be reduced in pay to the appropriate SO level.

Changes in Hours of Work

In the exercise of its right to establish hours to be worked, the Company agrees to discuss **and bargain the effects** with the Union prior to implementation new shift hours and changes in existing shift hours.

New Hire Transfers

A person hired into the ORNL SPO classification who, with the previous 12-months had been a SPO at Y12, ORPF, ORNL, or ETPP, will be slotted in the appropriate step in the wage progression, but not less than the employee's current comparable ORNL base wage level. It is understood that such an

employee is a probationary employee and will go to the bottom of the seniority as outlined in Article 8, Section 1 – Seniority Rating.

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.

Overtime List

Overtime hours will be recorded in a database and a list will be made available to be posted in the Squad Room weekly.

Labor Management Cooperation

The Company and the Union will meet to discuss and resolve issues of mutual interest and concern on **a weekly basis, subject to change based on operational requirements.**

Mandatory Overtime Administration

1. It is understood that when the entire site Protective Force is scheduled for mandatory overtime, employees will not be scheduled to work more than twelve (12) hours per day.
2. It is understood that when the entire site Protective

Force is 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. Shift and SDOs will be determined by seniority.

DOE Audit Bonus

An SPO selected for a DOE audit (run/dash and/or weapons qualification) who successfully qualifies on his/her first scheduled attempt will receive a taxable \$375 lump sum bonus. The bonus will be paid by separate check within two weeks after qualification. No bonus will be paid to a SPO who fails to qualify on his/her first scheduled attempt.

IN WITNESS WHEREOF, each of the parties hereto has caused this contract to be signed by its duly authorized representatives on _____.

**International Guards
Union of America, Local
No. 3**

UT-Battle, LLC - ORNL

/s/ Shannon Gray
/s/ James Powers
/s/ Adam Langley
/s/ Michael Cox
/s/ Leon Lawson

/s/ Patrick Bocian
/s/ William Manuel
/s/ Steve Macklin
/s/ Les Morgan

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