# CONSTRUCTION LABOR AGREEMENT

between

CNS | consolidated nuclear security, llc
PANTEX PLANT | Y-12 NATIONAL SECURITY COMPLEX

UCOR
URS | CH2M
Oak Ridge LLC

&

## THE KNOXVILLE BUILDING AND CONSTRUCTION TRADES COUNCIL

at Department of Energy sites in Oak Ridge, Tennessee

YGG-16-0372

*CLA Extension:* **October 1, 2016**
*Wage & Fringe:* **January 1, 2018**
(IBEW & Sprinkler Fitters)

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# TABLE OF CONTENTS


**ARTICLE** **PAGE**

I. PURPOSE....2
II. SCOPE OF AGREEMENT....3
III. MANAGEMENT'S RIGHTS....5
IV. RECOGNITION....5
V. EQUIPMENT INSTALLATION....6
VI. REFERRAL OF EMPLOYEES....7
VII. GRIEVANCE PROCEDURE....9
VIII. JURISDICTIONAL DISPUTES....10
IX. UNION REPRESENTATION....12
X. WAGE AND BENEFITS....13
XI. HOURS OF WORK, OVERTIME, SHIFT PROVISIONS....14
XII. HOLIDAYS....15
XIII. MINIMUM PAY AND REPORTING TIME....16
XIV. SAFETY, HEALTH, AND ENVIRONMENTAL....16
XV. UNION/MANAGEMENT COMMITTEE....16
XVI. SUBCONTRACTING....17
XVII. WORK RULES....17
XVIII. APPRENTICE/TRAINEES/HELPERS/SUB-JOURNEYMEN....20
XIX. NON-DISCRIMINATION....20
XX. NO-STRIKE, NO LOCKOUT....21
XXI. SECURITY....21
XXII. ILLEGAL DRUGS, CONTROLLED SUBSTANCES, CONTRABAND WEAPONS, STOLEN PROPERTY AND UNAUTHORIZED ITEMS....22
XXIII. LABOR/MANAGEMENT INNOVATION INITIATIVES....23
XXIV. GENERAL SAVINGS CLAUSE....24
XXV. ENTIRE UNDERSTANDING....24
XXVI. DURATION....25
WAGE RATES....26-42
REFERRAL PROCEDURE/HELMETS TO HARDHATS....43-46
MEMORANDUM OF AGREEMENTS (DURATION AND ACA)....47-49
KNOXVILLE BUILDING AND CONSTRUCTION TRADES COUNCIL UNION LOCALS....50
CLARIFICATION OF 4/10'S AND HOLIDAYS....51
HISTORICAL DOCUMENTS....52-58

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## PREAMBLE

On this 1st day of October, 2016, CNS Y-12, LLC, the signatory Employers and their Subcontractors (all of whom are hereafter collectively referred to as the "Employer") and the signatory and/or affiliated Unions of The Knoxville Building and Construction Trades Council (all of whom are collectively referred to as the "Union") and whose names are subscribed hereto and have, through their duly authorized officers, executed this agreement for all work defined herein performed for the Department of Energy (DOE), or other client(s) (hereafter referred to as the "Owner") at Oak Ridge, Tennessee.

WHEREAS, the Employer and the Unions desire to mutually establish hours of work and working conditions for the workers on an area basis to the end that satisfactory conditions and harmonious relations will continue to exist for the benefit of both parties to this Agreement; and

WHEREAS, the Employer and the Unions agree that due to the particular nature of the work covered by this Agreement, there shall be no lockouts, strikes, picketing and/or slowdowns of any kind during the life of this Agreement; and these provisions are made to achieve this end;

IT IS THEREFORE AGREED by the undersigned Employer and Unions in consideration of the mutual promises and covenants contained herein that the Project Agreement be made as follows:

## ARTICLE I

## PURPOSE

**Section 1.** The purpose of this agreement is to promote quality of workmanship, and efficiency of operations on the Projects covered by this Agreement and provide for peaceful settlement of labor disputes without strike or lockouts, thereby promoting the public and Owner's interests in assuring the timely and economical completion of the work.

**Section 2.** It is also the intent of the parties to set out uniformly standard working conditions with due consideration for the protection of labor standards, wages and working conditions to efficiently prosecute said construction work and related activities, to establish and maintain harmonious relations between all parties to the Agreement, to secure optimum productivity and to eliminate strikes, lockouts or delays in the execution of the work undertaken by the Employer.

## ARTICLE II

## SCOPE OF AGREEMENT

**Section 1.** This Agreement shall apply and be limited to construction and construction-like work (dismantling, demolition and decontamination for continued or future use) and nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operations, work or function which may occur at the project site or be associated with the development of the project. The scope of the work covered by this Agreement is restricted to work performed on the projects and shall consist of two Divisions:

DIVISION ONE consists of work traditionally recognized and accepted as construction work on this site. Work in Division One includes:

a) The construction of permanent facilities, structures, or systems; and
b) Movement and distribution of construction materials and equipment; and
c) Repair or modification of structures, facilities or equipment not involving demolition or decommissioning activities.

DIVISION TWO consists of construction-like work within the traditional skills and capabilities of the Building and Construction Trades unions signatory hereto and commonly performed by employers employing their members. This other work in Division Two includes:

a) Environmental remediation, demolition, dismantling, decommissioning and related activities for continued or future site use;
b) Repair or modification of structures, facilities, or equipment associated with demolition or decommissioning activities.

**Section 2.** This agreement shall apply to all signatory Employers, their Subcontractors and their lower tier Subcontractors when they are performing work within the scope described in this Article on the DOE Oak Ridge facilities, except where specifically excluded by DOE.

**Section 3.** This agreement will not be applicable to commercial activities, by private companies, performing work at or reasonably adjacent to any of the Oak Ridge sites identified in Section 2, not associated with work for the DOE.

**Section 4.** This Agreement shall only be binding on the signatory parties hereto and shall not apply to parents, affiliates, subsidiaries or other ventures of such employer.

**Section 5.** The signatory Employers have the absolute right to select any qualified Subcontractors for the award of contracts on the projects.

**Section 6.** Items specifically excluded from the scope of this Agreement include but are not limited to the following:

A. Work performed under the National Cooling Tower Agreement, the National Stack Agreement, National Transient Division (NTD), the National Refractory Agreement, and the Elevator Constructors National Agreement.

B. Work of non-manual employees, including but not limited to superintendents, supervisors, engineers, field engineers, surveyors, inspectors, quality control personnel, health physics personnel, quality assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, emergency medical and first aid technicians and other professional, engineering, administrative, supervisory and management employees.

C. Equipment and machinery in the care, custody and control of the Owner or other parties not signatory to this agreement.

D. All deliveries to and from anywhere on the project sites.

E. The commercial removal of trash, scrap, surplus, spoilage and waste materials from designated areas on the project. This does not apply to site work performed under a demolition or remedial action contract as described in this Article, Section 1, Division Two.

F. All employees of the Employer not performing manual labor.

G. Any work performed on or near, or leading to or into the project sites performed and funded by state, county, city or similar governmental bodies or their contractors and/or utilities or railroads or other similar organizations or their contractors.

**Section 7.** It is understood that the liability of any Employer and the liability of the separate Unions under this Labor Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner or any Employer.

**Section 8.** It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of a project at any time.

**Section 9.** The provisions of this Labor Agreement shall not apply to the Owner and nothing herein shall be construed to prohibit or restrict the Owner or its employees or its contractors from performing work not covered by this Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Employer and accepted by the Owner, the Agreement will not have further force or effect on such items or areas, except when the Employer is directed by the Owner to engage in repairs, modifications, checkout and warranty functions required by the Employer's contract with the Owner.

## ARTICLE III

## MANAGEMENT'S RIGHTS

**Section 1.** The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production or limit or restrict the working efforts of employees. The Employer shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work, and shall determine when overtime will be worked. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employer, therefore, retains all management rights not specifically limited by the terms of this Agreement.

## ARTICLE IV

## RECOGNITION

**Section 1.** The bargaining unit under this Agreement shall comprise all craft employees who have been referred by a signatory Union and who are employed by the Employer or who will be employed in the future under the terms of this Agreement.

**Section 2.** The Employer recognizes the signatory Unions as the collective bargaining agents for its employees in the jurisdiction of the Knoxville Building and Construction Trades Council.

**Section 3.** Any Employer performing work within the scope of this Agreement shall conform to the provisions of this Agreement.

**Section 4.** Each Employer and each signatory Union shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by an Employer or any dispute between the signatory Union(s) and an Employer respecting compliance with the terms of this Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Unions(s) and any other Employer covered by this Agreement.

## ARTICLE V

## EQUIPMENT INSTALLATION

**Section 1.** Manufactured equipment and machinery specified by the Owner for the Project will have been completely pre-assembled, test run and may then be dismantled for shipment by the vendors. There will be no refusal by the Union to connect prefabricated conduit, wire, piping and/or duct work between remote machines.

**Section 2.** Some of the equipment and machinery is of a highly technical nature and will require direct supervision and installation by the vendor's factory representatives and/or employees of the Owner. The employees or technicians of the Owner or a vendor may physically make adjustments to valves, regulators, limit switches, controls, etc., on the equipment and machinery which they deem necessary for start-up, testing and final operation. The Owner reserves the right to make modification to fixtures and/or tooling with its employees prior to acceptance.

**Section 3.** The jurisdiction of the Union over the installation of each item of equipment or machinery ends when that item of equipment or machinery has been initially set, aligned, leveled, utilities connected, a rotational check made and the installation of that item of equipment or machinery is accepted by the Owner.

**Section 4.** The Owner has the right to accept the installation of each item of equipment or machinery on an individually completed basis, regardless of whether other items of equipment or machinery in the vicinity have been installed or whether construction of the building has been completed.

**Section 5.** Upon acceptance of the installation of any item of equipment or machinery by the Owner, the Owner shall have the exclusive right to make any modifications, adjustments, relocations, etc., with respect to that item of equipment or machinery in order to provide a proper operating production facility with their own personnel or with employers of this Agreement.

**Section 6.** Specialized, leased, or warranted equipment, such as computers and the like, and/or secret processing equipment may be installed and/or serviced by individuals not covered by this agreement. Warranty Service on any equipment may be performed by the vendor's personnel.

## ARTICLE VI

## REFERRAL OF EMPLOYEES

**Section 1.** When employees are needed, the Employer shall notify the Unions as to the number and classification of employees required. It shall be the responsibility of the Unions to supply the necessary numbers required in accordance with the hiring hall procedure of this agreement as set forth in Attachment 2.

**Section 2.** The Local Unions administer and control their referral and it is agreed that these referrals will be made in a nondiscriminatory manner and in full compliance with federal, state and local laws and regulations which require equal employment opportunities and nondiscrimination. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements, to the extent that such rules, regulations, by laws, etc. may be in conflict with any federal, state or local laws.

The Employer may assist the local union in identifying minority and women applicants for apprenticeship and training programs if the Unions signatory to this agreement cannot provide, within a reasonable time, sufficient numbers of minority and women craft workers, as required within the respective Employer's Affirmative Action Program. If the unions signatory to this agreement cannot provide within forty-eight (48) hours (Saturdays, Sundays, and holidays excluded), as part of the referral requested for minority and women craft workers as established by the goals of the respective Employer's Affirmative Action program, the Employer may recruit and employ qualified applicants in order to meet the Affirmative Action goals.

The Employer shall have the right to request employees who possess specific health/safety training (i.e., 29 CFR 1910.120, Forty Hour Hazardous Waste Worker, Asbestos Abatement and Lead Abatement workers, etc.) in the same manner as specific craft skills, provided employees possessing said training are available and listed on the referral list(s). If not available, the Employer shall provide required training to other referred employees, as specified by applicable law.

As indicated in Attachment 2, the Union will abide by the requirements of Section 3161 of the National Defense Authorization Act and provide preferential referral for qualified applicable craft applicants. In addition, the Employer may assist the Union in identifying terminated workers eligible for a hiring preference in filling vacancies, as provided for in section 3161 and DOE implementing guidance.

**Section 3.** The Employer shall have the unqualified right to select and hire directly the number of employees it considers necessary and desirable. Applicants for the various classification covered by the Agreement required by the Employer shall be referred to the

Employer by the Unions. The Employer shall have the unqualified right to reject any applicant referred by the Unions with proper cause. The Employer shall have the right to determine the competency of all employees, the right to determine the number of employees required and shall have the sole responsibility for selecting the employees to be laid off. In selecting employees for layoff the employer will give primary consideration to affirmative action requirements and overall craft qualifications.

**Section 4.** The Employer shall have the right to hire foremen, general foremen and other key employees. Key employees are defined as craft employees who possess special skills or abilities and are not readily available in the area. The Union shall have the opportunity to refer qualified candidates for the positions of foreman and general foreman as stated in Article XVII, Section 2. These employees will be referred through the recognized craft referral procedure. In cases of employment positions requiring special skills or qualifications, the Employer will notify the Union of the qualification tests or skills required and the Union may refer any qualified applicant.

**Section 5.** The Union shall not refer employees employed at the project sites by a signatory Employer to other employment unless agreed upon by the affected Employer, nor shall the Union engage in other activities which encourage work force turnover or absenteeism. Additionally, job-hopping is strongly discouraged and, if such should become a problem for the signatory Employers and Unions, the matter shall be referred to the Union/Management Administrative Committee to address an appropriate resolution.

**Section 6.** Employees referred to the job by the Union shall report to an employment location established at the job site. Employment begins and ends at the job site.

**Section 7.** The above shall not restrict the Employer from soliciting and hiring qualified personnel from any other source, provided the Unions are unable to fulfill manpower requirements within forty-eight (48) hours of first notification by the Employer; emergencies, Saturdays, Sundays and holidays excluded. When specific security clearances are a requirement for the work to be performed, the respective Unions shall be notified.

**Section 8.** During a reduction in force, the Employers have the right to retain the most qualified employees.

**Section 9.** Employees terminated for cause shall not again be referred for employment under this agreement for a period of at least ninety (90) days and the Union may not require the rehire of such employees during this time period.

**Section 10.** An employee or applicant required to satisfactorily demonstrate his/her ability to perform certain craft related tasks through an examination or test (i.e., welding tests) shall be paid for that time required to take the exam or test provided the employee or applicant successfully passes the exam or test.

## ARTICLE VII

## GRIEVANCE PROCEDURE

Any controversy on any subject covered by this Agreement arising on the job involving the interpretation and application of Terms and Conditions other than those pertaining to craft jurisdictional disputes shall be processed as set forth below. No such grievance shall be recognized unless presented to the Employer or Union within five (5) working days after the alleged violation was committed or becomes known. Failure to so comply will result in automatic waiver of all rights under this Article for this occurrence. There shall be no work stoppages of any kind pending the resolution of such disputes.

Grievances shall be settled according to the following procedures:

**Step 1.** All controversies shall be referred to the appropriate craft Business Representative or his/her authorized agent and to the Employer's representative at the construction site or his/her designated representative for adjustment.

**Step 2.** In the event that the Business Representative of the Union and the Employer Representative cannot reach agreement within five (5) calendar days after a meeting is arranged and held, the matter shall be reduced to writing, stating the issue, the applicable contract provision(s) cited, the facts surrounding the issue and the remedy sought and shall be referred to the International Representative of the Union or the General President’s designee and the Industrial Relations Representative of the Employer.

**Step 3.** In the event that the International Representative of the Union and the Industrial Relations Representative of the Employer cannot reach agreement within five (5) calendar days after a meeting is arranged and held, the matter shall be referred to the Board of Arbitration for resolution.

If mutually desired by the affected Employer and Union, a representative of the FMCS, or other mutually agreed to disinterested party could be selected to hear the matter and attempt to guide the parties to a resolution. The intention of this process is to avoid the use of final and binding arbitration, as stated in Step 4. This process is considered informal, non-binding and cannot be referenced in the event that a Step 4 proceeding is instituted.

**Step 4.** A Board of Arbitration shall be established, consisting of two (2) representatives of the involved Union and two (2) representatives of the Employer and a fifth member selected by them. The decision of the majority of the Arbitration Board shall be final and binding upon the parties involved. Such decision shall be within the scope and terms of this Agreement, but shall not amend, modify or alter such scope and terms. A decision shall be rendered within ten (10) working days from the time of submission to the Arbitration Board.

If the four representatives are unable to select a neutral party as the fifth member within two (2) working days, they shall call upon the Federal Mediation and Conciliation Service or other mutually agreed upon arbitration body for submission of a list of five (5) names. Each party shall alternately strike a name until only one remains and that person shall then serve as the fifth member of the Board of Arbitration.

The expense of the fifth member of the Arbitration Board shall be borne equally by the Union and the involved Employer. Each party shall bear its own expense of arbitration.

The Arbitration Board shall not have authority to render a decision involving a jurisdictional dispute, nor shall there be any authority to render a decision, the effect of which would amend, modify, or alter this Agreement or its intent. Time limits for resolution of the grievance may be extended in writing by mutual agreement of the parties.

## ARTICLE VIII

## JURISDICTIONAL DISPUTES

The assignment of work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be according to decisions and agreements of record. If no such decisions or agreements exist, then the assignments shall be in accordance with established area practices.

**Section 1.** All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Employer's assignment shall be adhered to until the dispute is resolved as follows:

(a) Jurisdictional disputes will be resolved by the Procedural Rules and Regulations for the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, or any successor plan as approved by the Building and Construction Trades Department. In the event such Board ceases to exist or any successor plan is not approved such disputes shall be resolved by the then existing legal procedures.

(b) Where a jurisdictional dispute involves any Union not a party to the procedures established for the plan for the Settlement of Jurisdictional Disputes and is not resolved between the Unions and the Employer, it shall be referred for resolution to the International Unions, with which the disputing Unions are affiliated. The resolution of the dispute shall be reduced to writing and signed by representatives of the International Unions and the Employer. The dispute cannot have the effect of slowing down or stopping any part of the work, and the Employer shall be free to exercise any appropriate course of action to resolve the dispute and restrain anyone responsible for the job disruption.

(c) The Employer shall be required to stipulate to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry for this project only.

(d) Individuals violating this Article shall be subject to immediate discharge. Any union violating this article shall forfeit any further claim to the disputed work.

(e) Jurisdictional disputes and/or competing claims over work, of any nature, by any unions will not be subject to or resolvable under the grievance procedure provided in this Agreement.

**Section 2.** In order to safely and efficiently prosecute all work activities, Employers shall assign their work to craft workers who normally perform the identified work scopes, consistent with practices within the construction industry, utilizing skills compatible with safe and efficient prosecution of the work. **THIS AGREEMENT SECTION IS SPECIFICALLY FOR SCOPES OF WORK AS DEFINED IN ARTICLE II, SECTION I, DIVISION TWO. ALL EMPLOYERS PERFORMING DIVISION TWO WORK WILL CONDUCT A PRE-JOB MEETING WITH THE SIGNATORY UNIONS PRIOR TO THE START OF WORK.**

Once the assigning of work is determined by the Employer, employees can, and will perform any work assigned to the extent of the employees ability to safely perform the work. Disputes between the signatory Unions regarding this section will be resolved according to the procedures embodied in this Article VIII.

## ARTICLE IX

## UNION REPRESENTATION

**Section 1.** Authorized representatives of the Union on Union business shall have access to the project during working hours. They shall, as regulations of each Employer or the Owner permit, obtain authorization for each visit and they shall comply with visitor and security rules established for the project.

**Section 2.** Each craft signatory to this Agreement may place one (1) working steward for each Employer to act as a representative of the Union in connection with Union business. Stewards shall be allowed reasonable time to conduct Union business and the Employer(s) shall not discriminate against the steward in the proper performance of his/her Union duties. Each craft may have a steward on the job when work of that craft is being performed. The steward will remain on the job as long as he/she is qualified, willing, and able to perform the work. In the event of overtime work, the Union may name one of the workers performing the overtime work to act as steward if the regular steward is not qualified to perform the overtime work. The working steward will be paid at the applicable wage rate for the job classification in which he/she is employed. There shall be no non-working stewards. Each steward shall be concerned with the employees of the steward's Employer and not with the employees of any other Employer.

**Section 3.** If a steward is to be terminated for cause, the Employer will notify the Union, in writing, prior to taking such action.

**Section 4.** On work where the Owner's personnel or personnel of non-signatory employers may be working in close proximity of the construction activities, the Union agrees that Union representatives, stewards and individual workers will not interfere with the Owner's personnel or with the work which is being performed by the Owner's personnel.

## ARTICLE X

## WAGE AND BENEFITS

**Section 1.** The hourly wage rates and fringe benefits paid employees covered by this agreement shall be the hourly wage rates and fringe benefits in effect on this date, October 1, 2016, as contained in Attachment 1.

**Section 2.** Future hourly wage rates and fringe benefit adjustments, effective May 1 of 2017 and for each succeeding year, will be determined by the Union/Management Administrative Committee using the average wage and fringe benefit adjustment as arrived at by the Construction Labor Research Council (CLRC) Southeast States Survey. This adjustment will be determined at least sixty (60) days prior to May 1, 2017 and each succeeding year thereafter.

**Section 3.** The Employer adopts and agrees to be bound by the written terms of legally established fund trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nothing contained in this Section is intended to require the Employer to become a party to nor be bound by a local collective bargaining agreement except for the Employee benefit fund contributions as required herein, nor is the Employer required to become a member of any employee group or association as a condition for making such contributions.

**Section 4.** Industry promotion or administrative funds or other funds which do not accrue to the direct benefit of employees, covered by this Agreement, are not considered fringe benefits for purposes of this Agreement and will not be surveyed for future adjustments, and need not be paid by the Employer.

**Section 5.** The Employer agrees that it will, when requested by the Union, deduct from the pay of each employee, who is at the time a member of the Union, or made application to become a member of the Union, current Union working dues from the gross wages. These deductions shall be deducted upon presentation of a proper legal payroll deduction authorization signed by said employee requesting such deduction, and remitted monthly by the 15$^{th}$ of the following month, the aggregate amount of such deduction directly to the respective local Union.

**Section 6.** Fringe benefit payments shall be paid only on the basis of hours worked, not hours paid for, except where this is in violation of existing applicable trust agreements, in which case the provisions of existing applicable trust agreements will prevail.

**Section 7.** All employees covered by this Agreement shall be paid weekly, by check before the end of their regular shift. When an employee cannot be paid accordingly because of a holiday, he/she shall be paid on his/her last shift before the holiday. Employees affected by layoff (reduction in force) shall be paid in full upon termination. Alternate payment proposals can be developed through the Union/Management Administrative Committee.

## ARTICLE XI

## HOURS OF WORK, OVERTIME, SHIFT PROVISIONS

**Section 1.** The standard day shift shall be an established consecutive eight (8) hour period between the hours of 6:00 a.m. and 5:00 p.m., exclusive of a thirty (30) minute unpaid lunch period scheduled by the Employer which may vary between the hours of 11:00 a.m. and 1:00 p.m. A work day starts at the beginning of the day shift and continues for a twenty-four hour period thereafter. The work week starts at the beginning of the day shift Monday morning and continues until the beginning of the day shift the following Monday morning. Forty (40) hours per week shall constitute a week's work, Monday through Friday inclusive.

**Section 2.** In the interest of efficiency and productivity, the Employer may schedule work on a basis of four (4) ten (10) hour days each week. Any change to this schedule of work shall be subject to the limitation that the Union will be given at least seven (7) calendar days' notice of such change. Should the Employer elect to work the four (4) ten (10) hour schedule, starting and quitting times shall be determined between the hours of 6:00 a.m. and 6:00 p.m. so as to take advantage of conditions such as weather and daylight hours. There shall be a thirty (30) minute unpaid lunch period scheduled by the Employer which may vary between the hours of 11:00 a.m. and 1:00 p.m.

In the event it is not possible to work Monday through Thursday on the ten (10) hour per day workweek because of conditions beyond the Employer’s control, Friday shall be available as a makeup day at straight time pay up to forty (40) hours of work. Time worked over forty (40) straight time hours in the workweek shall be at the overtime rate of time and one-half (1.5).

The Friday makeup day will be scheduled as a full ten (10) hour workday and covers all employees, of any employer electing to work. Please review UMAC Interpretation, Pages 51 & 52.

**Section 3.** All time worked before or after the established workday of eight (8) hours Monday through Friday and all time on Saturday shall be paid for at the rate of time and one-half (1.5). All time on Sundays and the Holidays stated in Article XII shall be paid at the rate of double time (2.0). When work is scheduled under the provisions of Section 2 above, overtime will be paid on the basis of work in excess of ten (10) hours per day.

**Section 4.** If two (2) or three (3) shifts are scheduled, the first shift shall be (8) hours, exclusive of a thirty (30) minute unpaid lunch period scheduled by the employer, for which (8) hours shall be paid. The second shift shall be 7.5 hours exclusive of a thirty (30) minute unpaid lunch period scheduled by the Employer for which eight (8) hours shall be paid. The third shift shall be seven (7) hours, exclusive of a thirty (30) minute unpaid lunch period scheduled by the Employer, for which eight (8) hours shall be paid. All lunch periods can vary during mid-shift hours. Overtime shall be calculated on the base pay rate for actual hours worked in excess of shift hours set forth above. There shall be no requirement for a day shift when either the second or third shift is worked. Shifts shall be established for a minimum of five (5) consecutive workdays.

**Section 5.** Should a work schedule of four (4) ten (10) hour days be established under the provisions of Section 2 above, and the Employer(s) further wish to institute a second shift, the shift shall consist of 9.5 hours exclusive of a thirty (30) minute unpaid lunch period scheduled by the Employer for which ten (10) hours shall be paid. Overtime shall be calculated on the base pay rate for actual hours worked in excess of shift hours set forth above. The second shift may be scheduled to begin between the hours of 4:00 p.m. and 7:00 p.m. There shall be no requirement for a day shift when the second shift is worked. Shifts shall be established for a minimum of four (4) consecutive workdays.

**Section 6.** It will not be a violation of this Agreement when the Employer considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for actual time worked. In the case of a situation described above whereby the Employer requests employees to stand by, the employees will be compensated for the standby time. When an employee is directed to report to the work site by the Employer for emergency work, outside of the employee's normal work hours, he/she shall be compensated for a minimum of four hours pay.

## ARTICLE XII

## HOLIDAYS

The following seven (7) days shall constitute the legal holidays within the terms of this Agreement: New Year's Day, Martin Luther King Birthday, Memorial Day (as designated by the federal government), July Fourth, Labor Day, Thanksgiving Day, and Christmas Day. There shall be no paid holidays unless worked. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. In the event a holiday falls on Saturday, it will be observed on Saturday.

## ARTICLE XIII

## MINIMUM PAY AND REPORTING TIME

When employees report for work at the time and place specified by the Employer and they are not put to work or they work less than two (2) hours, they shall be paid for two (2) hours at the applicable straight time rate of pay. If after working two (2) hours they are prevented from working a full eight hours, they shall be paid for actual hours worked. It is the intent of this section that employees who show up for work shall be paid at least two (2) hours of a shift except when they have been notified, at the Employer's expense, not to report either by direct contact by the Employer or by the method determined by the Union/Management Administrative Committee. When the proper notice is given and the employees report, they shall not be entitled to reporting pay.

If employees leave the job on their own accord, they will be paid for actual hours worked. If employees report to work in a condition unable to work, they will not be eligible for reporting pay.

## ARTICLE XIV

## SAFETY, HEALTH, AND ENVIRONMENTAL

The employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety, hygiene, sanitation, and environmental rules and regulations as established by the Employer and Owner. These rules and regulations are to be posted at conspicuous places throughout the Project.

## ARTICLE XV

## UNION/MANAGEMENT ADMINISTRATIVE COMMITTEE

**Section 1.** The parties to this Agreement agree to form a Union/Management Administrative Committee consisting of signatory Unions and Employers to promote harmonious labor-management relations, promote adequate communications, advance the proficiency of the Oak Ridge construction related activities program and enhance the ability of labor and management to equitably resolve local issues and problems. This Committee shall meet at least once a month for a discussion of the efficiency of the operation, problems as they arise and other matters consistent with this Agreement. Proceedings will be recorded along with a list of those in attendance and copies will be made available to all parties to this Agreement.

**Section 2.** The management members of the Administrative Committee will consist of representatives of signatory Employers, as well as major site Employers who are not signatory to this agreement. This coalition of Employers, with CNS Y-12, LLC Construction functioning as Lead Administrator, will be responsible for the successful application and interpretation of this agreement for all signatory employers. In the event that CNS Y-12, LLC Construction cannot function in the role of Lead Administrator, the Unions and CNS Y-12, LLC Construction shall mutually agree on a Successor Administrator who shall assume this role on a date specified.

## ARTICLE XVI

## SUBCONTRACTING

**Section 1.** Any Subcontractor, of whatever tier, performing covered work on these project sites shall become signatory to this Agreement. Such Subcontractor shall indicate his/her acceptance of the terms and conditions of this Agreement by signing the Agreement and by delivering a copy to the appropriate Union(s) prior to commencement of work on a project site. All Subcontractors, of whatever tier, will arrange and conduct a pre-job conference with the signatory Unions prior to starting their work on a project. Work will not proceed in the event that a pre-job conference is not arranged and held.

**Section 2.** All Subcontractors will be required to pay a total wage and benefit package as contained in Article X of this Agreement through the duration of their work on the project and will provide certified payrolls to the appropriate Employer's Contract Administrator which will be available to the Union upon request.

## ARTICLE XVII

## WORK RULES

**Section 1.** The Owner retains the right to contract directly with other companies for work at the Project site. The Union shall not interfere in any way with the Owners' or these companies' personnel, operation or facilities at the Project site.

**Section 2.** The selection and number of Foreman and/or General Foreman shall be the responsibility of the Employer being understood that in the selection of such employees the Employer will give first consideration to the qualified workers available through the recognized Union referral procedure(s). The Employer may interview qualified candidates suggested by the Union. Foreman and/or General Foreman shall take direction from supervisors designated by the Employer. Foreman and/or General Foreman shall be held accountable for all work performed by employees under their supervision and will not absent themselves from the area where their crews are working unless their presence is elsewhere required.

The Employer may require General Foremen and Foremen to be working employees.

**Section 3.** There shall be no limit on production by workers nor restrictions on the full use of tools or equipment. There shall be no restriction other than may be required by safety regulations on the number assigned to any crew or to any service.

**Section 4.** It is agreed and is the intent of the parties that there be a full day's work for a fair day's wages.

**Section 5.** There will be no slowdowns, standby crews and make-work practices. As to make-work practices, the Union and Employer will take affirmative action to identify and eliminate all practices that do not advance the efficiency and effectiveness of the work.

**Section 6.** There shall be no recognized or organized coffee or rest breaks under this Agreement, particularly breaks which stop work at set daily times; provided, however, that workers will be permitted to have personal thermos bottles of coffee which may be consumed at their assigned work location consistent with site safety and health regulations.

**Section 7.** The Employer and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified and necessary disciplinary action shall be taken, including suspension and/or termination.

**Section 8.** The receipt, inspection and transportation of materials and the methods, procedures and control for warehousing and storage of equipment, materials and tools shall be the strict prerogative of the Employer.

**Section 9.** The Employer will have the right to determine crew sizes, including partial crews during inclement weather.

**Section 10.** Practices not included or specifically set forth in the terms and conditions of this Agreement shall not be recognized.

**Section 11.** As set forth under Article V of this Agreement, the Owner and any of their suppliers or representatives shall have the right to test, operate, maintain, remove, replace and, in general, service equipment and machinery installed on the work site with personnel who may or may not be covered by this Agreement who shall work under direct supervision of the Owner if such supervision is desirable.

**Section 12.** The welding torch, small power tools and chainfalls are tools of the trade having jurisdiction over the work being performed.

**Section 13.** Clock, brass or other accountability system may be used at the option of the Employer to check employees in or out of the Project on a daily basis.

**Section 14.** Employees will be at their designated work assignment location at the starting time and will remain at their designated work assignment location performing their assigned functions, including tool pickup, under the supervision of the Employer until quitting time. Donning and doffing of required safety equipment and clothing will be at the start time and before the quit time. This section shall be subject to periodic reviews by the Union/Management Administrative Committee to assure maximum work schedule efficiency.

**Section 15.** Employees will furnish and wear their own safety boots or shoes. Boots or shoes shall be of a sturdy leather type that covers the ankle, have heavy soles and have hard toe protection. The Employer shall replace shoes, tools and personal clothing which become contaminated in the performance of assigned duties and will also replace shoes and tools stolen from an Employer supplied secured area. Replacement of any of the above items will be of at least equal value of the original item. Employees will be responsible for providing proof of purchase and/or original value. This section shall be subject to periodic reviews by the Union/Management Administrative Committee to assure effectiveness and fairness.

**Section 16.** The Employer retains the right to use any offsite fabricated, factory assembled or precast items, materials, apparatus or equipment purchased by the Owner or at the direction of the Owner in connection with this Project, as well as any labor saving devices or tools used in the construction of this Project.

**Section 17.** The Employers shall not be required to pay for travel, premium zone or zone rates, or living allowances. There will be no wage premiums or extra pay for high time, low time, type of work or material, special skills, wearing of protective clothing or equipment, etc. In no instance will employees be paid for standing by and/or observing operations.

**Section 18.** Operating Engineer and Teamster employees will operate up to three (3) pieces of major equipment or vehicles during any work day or work shift, as determined by the Employer and there shall be no limitation on the number of changes between the above referenced equipment and/or vehicles.

## ARTICLE XVIII

## APPRENTICES

**Section 1.** Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Employer will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

**Section 2.** The Union and Employer agree to the use of pre-apprentices, helpers, subjourneymen or other classifications as applicable to each craft to do work within their craft jurisdiction when these classifications are approved by the Department of Labor as part of a Davis-Bacon wage determination. The rate of pay will not exceed sixty percent (60%) of the applicable journeyman rate.

**Section 3.** The combined employment of apprentices and other non-journeyman classifications may be thirty-three and one-third percent (33-1/3%) of the craft work force at all times, and the composition of this ratio shall be at the craft's discretion.

## ARTICLE XIX

## NON-DISCRIMINATION

It is agreed that equal employment opportunity shall be afforded to all qualified persons without regard to: handicapping conditions unrelated to the successful accomplishment of the job for which employed, age, race, creed, color, sex or national origin. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees.

## ARTICLE XX

## NO STRIKE - NO LOCKOUT

**Section 1.** The Council and the signatory Unions agree that there will be no strikes, threats of strikes, work stoppages, picketing, hand billing, public notices or other disruptive action for any reason. Participation by an employee or group of employees in an act violating this Article will be cause for discharge by the Employer. If there is a strike, threat of strike, work stoppage, informational picket or picket line in violation of this Agreement by any craft, it is agreed that the other crafts will be bound to ignore such action and continue to work without interruption. The Council will support the Employer in maintaining operations in every way during such work stoppage.

**Section 2.** If a work stoppage occurs with any signatory Union over contract negotiations of a local or area labor agreement, the Union will continue to work under this Agreement.

**Section 3.** The Employer may suspend a portion of the work or shut down the Project or any portion thereof in the event of a slowdown by one or more Unions or a partial or complete work stoppage by one or more Unions.

**Section 4.** Nothing in the Agreement shall be construed to limited or restrict the right of the Unions or the Employer to pursue fully any and all remedies available under law in the event of a violation of this Article.

## ARTICLE XXI

## SECURITY

During the terms of this Agreement, the Unions will do their utmost to protect the security of restricted data as defined in the Atomic Energy Act of 1954, as amended, and other classified information and will not reveal any such information to any person not specifically cleared for the receipt of such information by the DOE. No person will be cleared for the receiving of such information except where such information is necessary for performance of work desired by the DOE. It is recognized that the Employer has agreed, where appropriate, to employ only persons whose employment DOE has determined will be clearly consistent with the national interest and will not endanger the common defense and security and to remove from work and exclude from the area any other person. Furthermore, the Union, all members of the Union, the Employer, and all employees of the Employer are required to comply with all security regulations now in effect, or as may be promulgated by DOE.

## ARTICLE XXII

## ILLEGAL DRUGS, CONTROLLED SUBSTANCES, CONTRABAND, WEAPONS, STOLEN PROPERTY AND UNAUTHORIZED ITEMS

**Section 1.** The Employer is committed to the establishment and maintenance of a safe and efficient work environment for all employees free from the effects of alcohol, illegal drugs, other controlled substances, and prohibited items. This article establishes the guidelines applicable to all Employer operations.

**Section 2.** This Article prohibits the use, possession, concealment, transportation, promotion or sale of the following items or substances on Employer/Owner premises*:

- Illegal drugs, designer and synthetic drugs, prohibited drugs and drug-related paraphernalia
- Controlled substances such as medications when usage is abused
- Unauthorized alcoholic beverages
- Firearms, weapons and ammunition - except when authorized for security purposes
- Unauthorized explosives
- Stolen property or contraband

*NOTE: Employer/Owner premises refer to all property, offices, facilities, land, buildings, structures, fixtures, installations, aircraft, automobiles, vessels, trucks and all other vehicles and equipment - whether owned, leased or used.

**Section 3.** Employees who violate this Article or the established Substance Abuse Prevention Program will be subject to disciplinary action up to and including termination.

**Section 4.** The Employer reserves the right to establish drug and/or alcohol search and screening procedures consistent with applicable local, state and federal laws.

**Section 5.** The Union shall support the Employer in the development, implementation and administration of the substance abuse prevention programs.

**Section 6.** The Employer and all employees will participate in and fully comply with any owner-imposed substance abuse prevention programs when such programs are a contractual condition.

## ARTICLE XXIII

## LABOR/MANAGEMENT INNOVATION INITIATIVES

**Section 1.** Present and future work efficiency and effectiveness, within the scope of work of this agreement, is supported and promoted by all signatory Employers and Unions. Therefore, all parties are encouraged to develop and institute, by mutual agreement, innovative approaches and concepts applicable to special and/or unusual work conditions. These approaches and concepts shall not be in conflict with the spirit and intent of this Agreement. Examples of special initiatives would be:

(a) Partnership and teaming programs that promote worker involvement in improving safety, cost, schedule and quality performance.

(b) The establishment of incentive pay programs for craft workers, when practical and appropriate to the Employer's contractual arrangements. The intent of a program of this nature would be to reward workers for positive contributions to improving cost, safety, schedule performance and quality of work.

(c) Work and shift schedules that may be required for special or innovative work approaches.

**Section 2**. The above examples are not all inclusive; the intent of this article is to allow and encourage Employers and Unions to explore, discuss and institute labor/management programs that benefit the worker, Employer, Union and client. The development of new work approaches under this Article does not require reopening of the Agreement.

## ARTICLE XXIV

## GENERAL SAVINGS CLAUSE

Any provisions in this Agreement which are in contravention of any federal, state, local or county regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is applicable for the period during which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulations are applicable. The Employer and the Unions agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning those provisions.

## ARTICLE XXV

## ENTIRE UNDERSTANDING

The parties agree that the total results of their bargaining and the entire understanding between the parties is embodied in this Agreement.

## ARTICLE XXVI

## DURATION

This Memorandum of Agreement made and entered into this 1st day of October 2016 by and between the parties signatory hereto, for considerations mutually satisfactory to all parties as adequate, do hereby agree to extend the terms and conditions of the Construction Labor Agreement (CLA) scheduled to expire on September 30, 2016, for a five (5) year period through September 30, 2021. The primary employer(s) may elect to extend the agreement an additional five (5) years, expiring on September 30, 2026, provided the primary employer(s) give at least ninety (90) days written notice to the unions. It is understood that if either primary employer elects to extend for five (5) more years, it is agreed that no negotiation will be required for these five (5) years for the employer(s) who elect to extend.

This agreement shall continue in full force and effect from year to year thereafter, unless the Administrator of the CLA or the unions give written notice to the other of a desire to change, amend, modify, or terminate this agreement at least ninety (90) days, but not less than sixty (60) days prior to October 1 of each succeeding year. The parties, by their signatures below, hereby agree to the above terms and conditions.

**CNS Y-12, LLC (for the Employers)**

/S/ Diane Grooms_____

Chief Human Resources Officer

/S/ Chad Mee_____
Sr. Manager Labor Relations

/S/ Stefanie Richards_____
Labor Relations Specialist

**Knoxville Building & Construction Trades Council**

/S/ Charles H. Woody _____

President

**URS | CH2M OR (UCOR) LLC**

/S/ Len Morgan_____
Labor Relations Manager

/S/ R.C. Slover_____
Labor Relations Ombudsman

**UT Battelle, LLC**

**Employer**

_____
Company

_____
Address

_____
City State Zip

_____
Signature Date

_____
Name (Print) Title

_____
Phone Email

**BOILERMAKERS' LOCAL NO. 454**

05/01/2017

| | |
|---|---|
| Journeyman | $27.79 |
| Foreman (+$1.00 above journeyman) | 28.79 |
| General Foreman (+$1.50 above journeyman) | 29.29 |

FRINGE BENEFITS

| | |
|---|---|
| Welfare | $8.57/hour |
| Pension | 9.58/hour |
| National Apprentice | .60/hour |
| CALM Program | .04/hour |

APPRENTICE RATES

| | | |
|---|---|---|
| Probationary | 65% of Journeyman | $18.06 |
| 1st period | 70% of Journeyman | 19.45 |
| 2nd period | 75% of Journeyman | 20.84 |
| 3rd period | 80% of Journeyman | 22.23 |
| 4th period | 85% of Journeyman | 23.62 |
| 5th period | 90% of Journeyman | 25.01 |
| 6th period | 95% of Journeyman | 26.40 |

**BRICKLAYERS' LOCAL NO. 8**

05/01/2017

| | |
|---|---|
| Journeyman | $32.21 |
| Foreman (7%)* | 34.46 |
| General Foreman (12%)* | 36.08 |

FRINGE BENEFITS

| | |
|---|---|
| Health and Welfare | $2.60/hour |
| Pension | 1.50/hour |
| IU Pension PPA | .64/hour |
| Training (IMI) (Journeyman) | .42/hour |
| Training (Local) | .25/hour |
| CALM Program | .04/hour |

APPRENTICE RATES

| | | |
|---|---|---|
| 1st 6 mos. | 45% of Journeyman | $14.49 |
| 2nd 6 mos. | 50% of Journeyman | 16.11 |
| 3rd 6 mos. | 55% of Journeyman | 17.72 |
| 4th 6 mos. | 60% of Journeyman | 19.33 |
| 5th 6 mos. | 70% of Journeyman | 22.55 |
| 6th 6 mos. | 80% of Journeyman | 25.77 |

*Differential based on Foreman 7% and General Foreman 12% above highest paid Journeyman supervised.

## MID-SOUTH CARPENTERS' REGIONAL COUNCIL

05/01/2017

| | |
|---|---|
| Journeyman | $25.58 |
| Welder (+.25) | 25.83 |
| Pile Driver (+.25) | 25.83 |
| Foreman (7%)* | 27.37 |
| Welder/Pile Driver Foreman (7%)* | 27.64 |
| General Foreman (12%)* | 28.65 |
| Welder/Pile Driver General Foreman (12%)* | 28.93 |

FRINGE BENEFITS

| | |
|---|---|
| Health and Welfare | $5.15/hour |
| Pension | 5.62/hour |
| Supplemental Pension | 1.25/hour |
| MSCRC Training Trust | .80/hour |
| CALM Program | .04/hour |

Journeymen Carpenters employed under this agreement shall complete eight (8) hours of Journeyman Upgrade Training annually. The training will be under the supervision and control of the Mid-South Carpenters Regional Council Joint Apprenticeship and Training Committee. Individuals who do not complete this required training annually shall not be entitled to the scheduled pay increase.

APPRENTICE RATES

Apprentices who perform welding will be paid an additional .25 per hour while performing this activity.

| | | |
|---|---|---|
| 1st yr. | 60% of Journeyman/Welder | $15.35/15.60 |
| 2nd yr. | 70% of Journeyman/Welder | 17.91/18.16 |
| 3rd yr. | 80% of Journeyman/Welder | 20.46/20.71 |
| 4th yr. | 90% of Journeyman/Welder | 23.02/23.27 |

*Differential based on Foreman 7% and General Foreman 12% above highest paid Journeyman supervised.

**CEMENT MASONS' LOCAL NO. 148**

08/07/2017

| | |
|---|---|
| Journeyman | $26.35 |
| Grinding Machine Operator (+.15) | 26.50 |
| Foreman (7% of Journeyman)* | 28.19 |
| Grinding Machine Foreman (7% of GMO) | 28.36 |
| General Foreman (12% of Journeyman)* | 29.51 |
| Grinding Machine General Foreman (12% of GMO)* | 29.68 |

FRINGE BENEFITS

| | |
|---|---|
| Health and Welfare | $5.40/hour |
| National Joint Training Trust | .06/hour |
| CALM Program | .04/hour |

APPRENTICE RATES

| | | |
|---|---|---|
| 1st 6 mos. | 45% of Journeyman | $11.86 |
| 2nd 6 mos. | 60% of Journeyman | 15.81 |
| 3rd 6 mos. | 70% of Journeyman | 18.45 |
| 4th 6 mos. | 80% of Journeyman | 21.08 |

*Differential based on Foreman 7% and General Foreman 12% above highest paid Journeyman supervised.

**IBEW LOCAL NO. 270**

01/01/2018

| | |
|---|---|
| Journeyman Lineman | $27.18 |
| Journeyman Wireman | 27.18 |
| Journeyman Wireman (when splicing cable-6% Above J/M Rate) | 28.81 |
| Foreman (6% Above J/M Rate) | 28.81 |
| Cable Splicer Foreman (6% above C/S Rate) | 30.54 |
| General Foreman (6% above F/M Rate) | 30.54 |
| Cable Splicer General Foreman (6% above C/S,F/M Rate) | 32.37 |
| Groundman (60% of Lineman Rate) | 16.31 |

FRINGE BENEFITS

| | |
|---|---|
| Health & Welfare | $7.35/hour |
| Retirement Fund | 6.30/hour |
| NEBF Pension | 3% of gross |
| Training – JATC | 2% of gross |
| CALM Program | .04/hour |

APPRENTICE RATES *

| | | | |
|---|---|---|---|
| 1st period | 0-1000 hours | 45% of Journeyman | $12.25 |
| 2nd period | 1000-2000 hours | 50% of Journeyman | 13.60 |
| 3rd period | 2000-3500 hours | 55% of Journeyman | 14.95 |
| 4th period | 3500-5000 hours | 65% of Journeyman | 17.65 |
| 5th period | 5000-6500 hours | 75% of Journeyman | 20.40 |
| 6th period | 6500-8000 hours | 85% of Journeyman | 23.10 |

*Apprentice rates rounded off to the nearest nickel.

**INSULATORS' LOCAL NO. 46**

05/01/2017

| | |
|---|---|
| Journeyman | $29.34 |
| Foreman (+7%)* | 31.39 |
| General Foreman (+12%)* | 32.86 |

FRINGE BENEFITS

| | |
|---|---|
| Health and Welfare | $6.14/hour |
| Pension | 6.52/hour |
| Annuity Fund | 2.50/hour |
| Local Apprentice Training Fund | .20/hour |
| CALM Program | .04/hour |

APPRENTICE RATES

| | | |
|---|---|---|
| 1st yr. | 60% of Journeyman | $17.60 |
| 2nd yr. | 70% of Journeyman | 20.54 |
| 3rd yr. | 80% of Journeyman | 23.47 |
| 4th yr. | 90% of Journeyman | 26.41 |

*Differential based on Foreman 7% and General Foreman 12% above Journeyman

**IRONWORKERS' LOCAL NO. 384**

05/01/2017

| | |
|---|---|
| Journeyman | $25.54 |
| Foreman (+7%)* | 27.33 |
| General Foreman (+12%)* | 28.60 |
| Sketchman (+7%) | 27.33 |

FRINGE BENEFITS

| | |
|---|---|
| Health & Welfare | $5.84/hour |
| Pension | 5.73/hour |
| Annuity Fund | .50/hour |
| Local Apprentice Training | 1.25/hour |
| CALM Program | .04/hour |

APPRENTICE RATES

| | | |
|---|---|---|
| 1st period | 60% of Journeyman | $15.32 |
| 2nd period | 65% of Journeyman | 16.60 |
| 3rd period | 70% of Journeyman | 17.88 |
| 4th period | 75% of Journeyman | 19.16 |
| 5th period | 80% of Journeyman | 20.43 |
| 6th period | 90% of Journeyman | 22.99 |

*Differential Based on Foreman 7% and General Foreman 12% above Journeyman

## LABORERS' LOCAL NO. 818

05/01/2017

| | |
|---|---|
| Group I | $19.77 |
| Group II | 20.12 |
| Group III | 21.14 |
| Laborer Foreman (+ 7%)* | 21.53 |
| General Foreman (+ 12%)* | 22.53 |

FRINGE BENEFITS

| | |
|---|---|
| Health and Welfare | $3.70/hour |
| Pension | 2.35/hour |
| Southeast Laborers Supplemental Pension | .10/hour |
| Laborers Southeast Training Fund | .38/hour |
| LECET | .17/hour |
| CALM Program | .04/hour |

**Group I** General/Common Construction Laborer

**Group I**I Acetylene Burner; Air Tool Operator; Asphalt Raker; Chain Saw Operator and Filer; Flagman; Form Setter and Stripper; Grademan; Jackhammer; Mason Tender; Mortar Mixer; Pipelayer; Pot Man; Power Buggies; Plasterer Tender; Vibrator; Snakeman; Tamper and Compactor; Yarner; All Power Driven Tool Operators.

**Group III** Blaster; Powderman; Cassion Hole Man; Chuck Tender; Concrete Gun Operator - Nozzleman; Tunnel Laborer; Tunnel Miner; Wagon Drill Operator

APPRENTICE RATES:

| | | | |
|---|---|---|---|
| 1st Period | 0 – 1,000 hours | *80% | $16.10 |
| 2nd Period | 1,000 – 2,000 hours | *85% | 17.10 |
| 3rd Period | 2,000 – 3,000 hours | *90% | 18.11 |
| 4th Period | 3,000 – 4,000 hours | *95% | 19.11 |

*Foreman/General Foreman Differential, and Apprentice Rates are based on Group II rate.

**MILLWRIGHTS' LOCAL NO. 1554**

05/01/2017

| | |
|---|---|
| Journeyman | $26.95 |
| Foreman (7%)* | 28.84 |
| General Foreman (12%)* | 30.18 |

FRINGE BENEFITS

| | |
|---|---|
| Health and Welfare | $5.15/hour |
| Pension | 3.75/hour |
| Supplemental Pension Fund | 3.25/hour |
| Apprentice Fund | .85/hour |
| CALM Program | .04/hour |

APPRENTICE RATES

| | | |
|---|---|---|
| 1st Year | 60% of Journeyman | $16.17 |
| 2ndYear | 70% of Journeyman | 18.87 |
| 3rd year | 80% of Journeyman | 21.56 |
| 4th year | 90% of Journeyman | 24.26 |

*Differential based on Foreman 7% and General Foreman 12% above Journeyman

## OPERATING ENGINEERS' LOCAL NO. 917

05/01/2017

JOURNEYMAN RATE

| | |
|---|---|
| **Group AA** | $30.74 |
| **Group A** | 28.26 |
| **Group B** | 25.97 |
| **Group C** | 20.87 |
| **Group D** | 18.67 |

| | |
|---|---|
| Foreman | 7% above highest paid journeyman on the job |
| General Foreman | 12% above highest paid journeyman on the job |

FRINGE BENEFITS

| | |
|---|---|
| Health and Welfare | $4.60/hour |
| Pension | 5.00/hour |
| Apprentice Training | .50/hour |
| CALM Program | .04/hour |

APPRENTICE RATES

| | | | |
|---|---|---|---|
| 1st period | 6 mos. | *50% of Journeyman | $15.37 |
| 2nd period | 12 mos. | *60% of Journeyman | 18.44 |
| 3rd period | 12 mos. | *70% of Journeyman | 21.52 |
| 4th period | 6 mos. | *80% of Journeyman | 24.59 |

* Based on the AA Rate

**GROUP AA**

Fixed or hydraulic boom cranes, side boom tractors, cherry pickers, tower cranes, cab operated overhead cranes.

**GROUP A**

Backhoes; Cableways; Ross Carrier; Clamshells; Cranes; Derricks; Draglines; Tournapulls; Pans; Scrapers; Scoops; ETC.; Head Tower Machines; Locomotives (over 20 tons); Shovels; Mechanics & Welders; Winch Trucks with A-Frame; Skinner Scoops; Locomotive Cranes; Overhead Cranes; Pile Drivers; Skid Rigs; Euclid Loaders; Hoist (any size handling steel or stone); Derrick Boats; Engines used in connection with hoist material with an attached device on lower or Engine; Mucking Machines; Hi-Lifts or End Loaders; Finished Graders; Skylift; Gradall; Dozers; Earth Augers and Pole Machine Operators; Core Drill and Foundation Drills; Greaser.

**GROUP B**

Tractors; Farm-Type Tractors with Attachments; Central Compressor Plants Elevators used for hoisting building material; Central Mixing Plants; Hoist; Pump Crete Machines; Concrete Pumps; Trenching Machines; Backfiller (other than cranes); Crushing Plant Operators; Elevating Graders; Paving Machine Operators (Blacktop); Fork-lift; Paving Machines (concrete); Boat Operator or Engineer (30 tons or over); Tracmobile; Maintainers; Blacktop Rollers; Switchman; Locomotive (under 20 tons).

**GROUP C**

Asphalt Plant Operators; Barber Green Type Loaders; Engine Tender other than Stear; Mixers (over 2 bags not to include Central Plants); Pumps (2 or more); Rollers; Sub-Grader Machine; Tractors; Farm-Type Tractors without attachments; Cable Head Tower Engineman; Dredge Booster Pump Operator; Boat Operator or Engineer (under 30 tons); Finishing Machine; Fireman and Oiler combination; Motor Crane Oiler and Driver; Welding Machines (2 or more); Heaters (stationary or portable); Compressors (portable - 2 or more); or Fuel Trucks.

**GROUP D**

Air Compressor (1 portable); Fireman; Portable Crushers; Welding Machines (1 portable) Conveyors, Pump (1); Oiler; Heater (1)

In accordance with currently recognized craft jurisdiction, the contractor shall determine the assignment of employees to start, stop, and maintain small portable construction equipment. Such work may be assigned to craft employees in addition to their primary duties, or a craft employee may, at the discretion of the contractor, be assigned full time to start, stop, and maintain the contractor's small portable equipment of the job site. There shall be no over manning of this type of equipment.

Oilers or apprentices shall not be required on equipment of less than seventy-five (75) ton capacity.

## PAINTERS' LOCAL NO. 437

05/01/2017

| | |
|---|---|
| Journeyman Painter, Glazier & Drywall Finisher | $27.60 |
| Foreman (7%)* | 29.53 |
| General Foreman (12%)* | 30.91 |

### FRINGE BENEFITS

| | |
|---|---|
| Welfare | $4.45/hour |
| Pension | 5.22/hour |
| Apprentice Training | .85/hour |
| National Training Fund | .10/hour |
| CALM Program | .04/hour |

### APPRENTICE RATES

| | | |
|---|---|---|
| 1st 6 mos. | 45% of Journeyman | $12.42 |
| 2nd 6 mos. | 50% of Journeyman | 13.80 |
| 3rd 6 mos. | 55% of Journeyman | 15.18 |
| 4th 6 mos. | 65% of Journeyman | 17.94 |
| 5th 6 mos. | 70% of Journeyman | 19.32 |
| 6th 6 mos. | 80% of Journeyman | 22.08 |

*Differential based on Foreman 7% and General Foreman 12% above highest paid Journeyman supervised.

## PIPEFITTERS' LOCAL NO. 102

09/04/2017

| | |
|---|---|
| Journeyman | $29.01 |
| Foreman (+ 7%) | 31.04 |
| General Foreman (+ 12%) | 32.49 |
| Sketchman (+ 7%) | 31.04 |

FRINGE BENEFITS

| | |
|---|---|
| Pension Fund | $6.45/hour |
| Health and Welfare | 5.50/hour |
| Apprentice Education Fund | .90/hour |
| CALM Program | .04/hour |

APPRENTICE RATES

| | | |
|---|---|---|
| 1st year | 50% of Journeyman | $14.51 |
| 2nd year | 60% of Journeyman | 17.40 |
| 3rd year | 70% of Journeyman | 20.31 |
| 4th year | 80% of Journeyman | 23.21 |
| 5th year | 90% of Journeyman | 26.11 |

**ROOFERS' LOCAL NO. 136**

05/01/2017

| | |
|---|---|
| Journeyman | $21.81 |
| Foreman (7%)* | 23.34 |
| General Foreman (12%) * | 24.43 |

FRINGE BENEFITS

| | |
|---|---|
| Health and Welfare | $4.27/hour |
| Pension | 1.03/hour |
| CALM Program | .04/hour |

APPRENTICE RATES

| | | |
|---|---|---|
| 1st 6 mos. | 45% of Journeyman | $9.81 |
| 2nd 6 mos. | 60% of Journeyman | 13.09 |
| 3rd 6 mos. | 70% of Journeyman | 15.27 |
| 4th 6 mos. | 80% of Journeyman | 17.45 |

*Foreman differential is 7% above Journeyman, General Foreman is 12% above Journeyman.

## SHEETMETAL WORKERS' LOCAL NO. 5

05/01/2017

| | |
|---|---|
| Journeyman | $26.28 |
| Sketchman (+7%) | 28.12 |
| Foreman (+7%) | 28.12 |
| General Foreman (+12%) | 29.43 |

FRINGE BENEFITS

| | | |
|---|---|---|
| Pension | | $9.21/hour |
| Health and Welfare | | 4.24/hour |
| SASMI | 3% of wages, pension, H&W | 1.19/hour |
| Apprentice Training | | .55/hour |
| National Training Fund | | .17/hour |
| CALM Program | | .04/hour |

APPRENTICE RATES

| | | |
|---|---|---|
| 1st year | 50% of Journeyman | $13.14 |
| 2nd year | 60% of Journeyman | 15.77 |
| 3rd year | 70% of Journeyman | 18.40 |
| 4th year | 80% of Journeyman | 21.02 |

## ROAD SPRINKLER FITTERS' LOCAL NO. 669

01/01/2018

| | |
|---|---|
| Journeyman | $27.93 |
| Foreman (+7%) | 29.89 |
| Sketchman (+7%) | 29.89 |
| General Foreman (+12%) | 31.28 |

FRINGE BENEFITS

| | |
|---|---|
| Health and Welfare | $9.67/hour |
| Pension | 6.40/hour |
| SIS Fund | .65/hour |
| Education | .45/hour |
| CALM Program | .04/hour |

APPRENTICE RATES (All Apprentices paid according to the following schedule with increases occurring every 6 months:)

Class One (1) and Class Two (2) apprentices shall be paid 50% of the Journeyman's Rate:

| | | |
|---|---|---|
| Class #1 | 50% of Journeyman | $13.97 |
| Class #2 | 50% of Journeyman | 13.97 |
| Class #3 | 55% of Journeyman | 15.36 |
| Class #4 | 60% of Journeyman | 16.76 |
| Class #5 | 65% of Journeyman | 18.15 |
| Class #6 | 70% of Journeyman | 19.55 |
| Class #7 | 75% of Journeyman | 20.95 |
| Class #8 | 80% of Journeyman | 22.34 |
| Class #9 | 85% of Journeyman | 23.74 |
| Class #10 | 90% of Journeyman | 25.14 |

## TEAMSTERS' LOCAL NO. 519

05/01/2017 - (Rev. 2)

| | | |
|---|---|---|
| Warehouseman | | $21.68 |
| Forklift Driver | | 22.88 |
| Truck Driver | | 23.58 |
| **Foreman** | 7% above Warehouse rate | $23.20 |
| | 7% above Truck Driver rate | 25.23 |
| **General Foreman** | 12% above Warehouse rate | $24.28 |
| | 12% above Truck Driver rate | 26.41 |

FRINGE BENEFITS

| | |
|---|---|
| Health & Welfare | $84.67/week |
| Pension | 161.50/week |
| CALM Program | .04/hour |

**REFERRAL PROCEDURE APPLICABLE TO**
**ALL PROJECT LABOR AGREEMENTS at SITES UNDER**
**THE DIRECTION OF THE DEPARTMENT OF ENERGY AT OAK RIDGE**

**Helmets to Hardhats Language added May 23, 2006.** The parties recognize the significant contributions made by veterans to ensure the security and well being of our nation. As such, the parties are desirous of facilitating entry into the various building and construction trades crafts, those veterans who are interested in seeking careers in the building and construction industry.

The unions agree to utilize services of the Center for Military Recruitment, Assessment and Veteran's Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprentice programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs of such veterans.

The unions agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the project of apprenticeship and employment opportunities for this project. To the extent permitted by law, the unions will give credit to such veterans for bonafide, provable past experience.

The level of experience and practical knowledge of veteran applicants will be reviewed and tested by applicable Joint Apprenticeship and Training Committees. Applicants will be placed at the appropriate stage of apprenticeship or at the journeyperson level as the case may be. The final decision will be the responsibility of the applicable Joint Apprenticeship and Training Committee.

1. In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status, and of eliminating discrimination in employment because of membership or non-membership in the union, Local has adopted the following system of referral of applicants for employment at sites under the direction of the Department of Energy at Oak Ridge covered by Project Labor Agreements.

2. All applicants for referral must register at the local office of the union between the hours of 8:00 a.m. and 10:00 a.m., on Monday, Wednesday and Friday by appearing personally, completing an application form, and providing information requested.

3. The Union shall be the sole and exclusive source of applicants for employment at sites under the direction of the Department of Energy at Oak Ridge.

4. The employer shall have the right to reject any applicant for employment at sites under the direction of the Department of Energy at Oak Ridge.

The Union shall select and refer applicants for employment at sites under the direction of the Department of Energy at Oak Ridge without discrimination against such applicants by reason of membership or non-membership in the union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

The Local Union shall maintain a register of applicants for employment at sites under the direction of the Department of Energy at Oak Ridge established on the basis of the lists below. Each applicant shall be registered in the highest priority group in the classification for which he/she qualifies.

List A: All applicants for employment at sites under the direction of the Department of Energy at Oak Ridge who have four (4) or more years experience in the trade; are residents of the geographical area covered by the jurisdiction of this local union; have been certified as a journeymen_____by a duly constituted local union or an area joint apprenticeship and training committee; and who have been employed in the trade for a period of at least six (6) months in the last four (4) years under a collective bargaining agreement with this local union, or employed in the trade for a period of at least six (6) months in the last four (4) years at the sites under the direction of the Department of Energy at Oak Ridge.

List B: All applicants for employment at sites under the direction of the Department of Energy at Oak Ridge, who have four (4) or more years experience in the trade, have been certified as a journeyman by a duly constituted local union or an area joint apprenticeship and training committee.

List C: All applicants for employment who have two (2) years or more experience in the trade; are residents of the geographical area covered by the jurisdiction of each local union office; and have been employed for at least three (3) months in the last three (3) years under a collective bargaining agreement with this local union, or employed in the trade for at least three (3) months in the last three (3) years at the sites under the direction of the Department of Energy at Oak Ridge.

List D: All other applicants for employment who have worked at the trade for more than one (1) year.

The Union shall maintain an “Out-of-Work List” that shall list applicants within each group in chronological order of the dates they register their availability for employment.

Those applicants who submit proof to the union that they are entitled to preferential treatment in accordance with Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, Public Law No. 102-484 and/or an employer’s contractual obligation to the Department of Energy relating to Section 3161 shall be designated as such by placing an asterisk (*) next to their names when placed on the “Out-of-Work List.”

Employers performing construction work subject to Project Labor Agreements at sites under the direction of the Department of Energy at Oak Ridge shall advise the union of the number of applicants needed. The union shall refer applicants to the employer by first referring applicants in List A in the order of their place on the "Out-of-Work List" and then referring applicants in the same manner successively from the "Out-of-Work List" in List B, then List C, and then List D. Any applicant who is rejected by the employer shall be returned to his/her appropriate place within the list and shall be referred to another employer in accordance with his/her position on the "Out-of-Work List."

Each Applicant, upon being referred, will receive a dispatch slip to be presented to the employer representative at the job site.

Dispatching hours shall be from 8:00 a.m. to 4:00 p.m. daily (Saturday, Sundays, and recognized holidays excluded).

If the "Out-of-Work List" is exhausted and the union is unable to refer applicants for employment to the employer with 48 hours from the time of receiving the employer's request (Saturdays, Sundays, and holidays excepted) the employer shall be free to secure applicants without using the referral procedure but such applicants, if hired, shall have the status of "Temporary Employees."

The Employer shall notify the union promptly of the names and social security numbers of such "Temporary Employees" and shall replace such "Temporary Employees" as soon as registered applicants for employment are available under the referral procedure.

Applicants registered on the "Out-of-Work List" must renew their application every thirty (30) days or their name will be removed from the "Out-of-Work List" until such time as the applicant re-registers by appearing personally at the Local Union Office.

Applicants who have been removed from the "Out-of-Work List" may re-register on the list by appearing personally at the Local Union Office. If an applicant has a completed application form on file, he/she need not fill out a new application at the time of re-registration; provided, however, that it is the applicant's obligation to keep the information on such application form current by inserting any changes. Applicants will be re-registered, after removal from the "Out-of-Work List," on the same chronological order basis as new applicants.

An Applicant who is hired and who receives, through no fault of his/her own, work of forty (40) hours or less shall, upon re-registration, be restored to his/her appropriate place within his/her list. Such applicants must show proof of termination by presenting a termination slip at the time of re-registration.

An applicant who fails to accept dispatch to suitable employment two times will be removed from the "Out-of-Work List." For purposes of this section, employment that cannot be reached by the applicant because of lack of transportation will not be considered suitable as to that applicant.

An Applicant who is dispatched to a job and fails to report to work will be removed from the "Out-of-Work List."

Applicants shall re-register promptly, within forty-eight (48) hours of termination from employment or removal from the “Out-of-Work List” for any reason, in order to be considered available for employment.

The only exceptions that shall be allowed in the order of referral are as follows:

(A) Those applicants designated on the “Out-of-Work List” as entitled to preferential treatment in accordance with Section 3161 will be referred for employment in chronological order of the dates they register their availability for employment ahead of the other applicants on the “Out-of-Work List” for which they are qualified.

(B) When the employer states bona fide requirements for special skills, training and abilities in it’s request for applicants, the union shall refer the first applicant on the “Out-of-Work List” who declared in part B of his/her application for registration that he/she possesses such skills, training and abilities, subject to the preferential treatment provided in subparagraph (A) above, and the employer shall make the ultimate determination of the applicant’s qualifications.

(C) The Union shall send a qualified steward at the beginning of a job, regardless of position on the “Out-of-Work List.”

An Appeals Committee is hereby established composed of one member appointed by the Knoxville Building and Construction Trades Council, one member appointed by the employer that was the original party, or the designated successor to the applicable Project Labor Agreement, and a public member appointed by both of these members.

It shall be the function of the appeals committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of this referral procedure. The Appeals Committee shall have the power to make a final and binding decision of any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of the applicable Project Labor Agreement, and its decisions shall be in accord with this procedure and the applicable Project Labor Agreement.

A copy of these procedures shall be posted at the Local Union Office.

Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the applicable Project Labor Agreement.

**MEMORANDUM OF AGREEMENT**
**DURATION**

This Memorandum of Agreement made and entered into this 1st day of October 2016 by and between the parties signatory hereto, for considerations mutually satisfactory to all parties as adequate, do hereby agree to extend the terms and conditions of the Construction Labor Agreement (CLA) scheduled to expire on September 30, 2016, for a five (5) year period through September 30, 2021. The primary employer(s) may elect to extend the agreement an additional five (5) years, expiring on September 30, 2026, provided the primary employer(s) give at least ninety (90) days written notice to the unions. It is understood that if either primary employer elects to extend for five (5) more years, it is agreed that no negotiation will be required for these five (5) years for the employer(s) who elect to extend.

This agreement shall continue in full force and effect from year to year thereafter, unless the Administrator of the CLA or the unions give written notice to the other of a desire to change, amend, modify, or terminate this agreement at least ninety (90) days, but not less than sixty (60) days prior to October 1 of each succeeding year.

The intent of this contract extension is to enable the parties to ensure that they will be able to recruit, hire, train, and retain the quality workers needed to support the demands placed on the signatory employers by their clients (Department of Energy, National Nuclear Security Administration, Environmental Management), to maintain a skilled, trained, and safe workforce and to increase productivity and efficiency through joint
labor-management cooperation.

**CNS Y-12, LLC (for the Employers)**

/S/ Diane Grooms

Chief Human Resources Officer

/S/ Chad Mee
Sr. Manager Labor Relations

/S/ Stefanie Richards
Labor Relations Specialist

**URS | CH2M OR (UCOR) LLC**

/S/ Len Morgan
Labor Relations Manager

/S/ R.C. Slover
Labor Relations Ombudsman

**Knoxville Building & Construction Trades Council**

/S/ Charles H. Woody

President

## MEMORANDUM OF AGREEMENT
## AFFORDABLE CARE ACT

The local unions signatory to the Construction Labor Agreement (CLA) agree to provide all members who are covered under the CLA and who are employees of the CLA primary employer(s), their subcontractors or their lower tier subcontractors, with multi-employer health care coverage which meet the minimum coverage provisions of the Affordable Care Act (ACA).

Local unions signatory to the Construction Labor Agreement (CLA) will submit plan information annually to the Lead Administrator sufficient for the primary employer(s) to evaluate whether the plans meet the ACA minimum coverage requirements; (1) offer affordable coverage, (2) which provides minimum value, and (3) offers coverage to the full-time employees' dependents). Alternatively, Local unions agree to submit a determination or an opinion letter from the United States Government, a certified public accountant, or attorney to the Lead Administrator confirming that the plans satisfy the ACA minimum coverage provisions.

Initially, local unions signatory to the CLA that currently offer health care coverage to their members agree to provide required plan information as outlined above to the CLA Lead Administrator by October 17, 2016. The local unions signatory to the CLA that do not currently offer heath care coverage to their members agree to provide required plan information as outlined above to the CLA Lead Administrator by November 28, 2016. In 2017 and each year thereafter all local unions signatory to the CLA agree to submit plan information to the Lead Administrator demonstrating compliance with ACA minimum coverage requirements by September 15th of each year.

In the event any local union fails to provide health care coverage or should the union-sponsored health care plan(s) fail to meet the ACA minimum coverage requirements, the local unions agree to 1) promptly notify the CLA Lead Administrator and 2) adopt or amend the plan(s) to comply with the ACA minimum coverage requirements within 30 days of the determination, either by the primary employer(s) or the local unions, that heath care plan(s) do not meet the minimum coverage requirements.

Should any union fail to adopt or amend its plan to comply with the ACA minimum coverage requirements, any of the primary employer(s) shall have the option to modify the CLA so that only the local unions who are in compliance with the ACA minimum coverage requirements are signatory. In order to exercise this option, the CLA Lead Administrator shall provide timely written notice to the KBCTC President and to the Business Manager of each local union adversely affected.

In order to be re-instated as signatory to the CLA, any local union that has been previously removed from the CLA due to non-compliance of the ACA minimum coverage requirements can submit plan information to the CLA Lead Administrator by September 15th of the following year to prove compliance. Review of the documentation and a determination of whether or not the local union's health plan meets the ACA minimum requirements will be made by the primary employer(s). Agreement between the primary employer(s) and the Knoxville Building Trades will be required in order for the local union to be re-instated as signatory to the CLA beginning the subsequent benefit plan year. A second determination of non-compliance will result in the local union being permanently prohibited from becoming signatory to the CLA.

It is further understood all health benefit fringe payments outlined in the CLA will be made by the primary employer(s), their subcontractors or their lower tier subcontractors directly to the local unions' multiemployer health care plan (or trust fund).

**CNS Y-12, LLC (for the Employers)**

/S/ Diane Grooms

Chief Human Resources Officer

/S/ Chad Mee
Sr. Manager Labor Relations

/S/ Stefanie Richards
Labor Relations Specialist

**URS | CH2M OR (UCOR) LLC**

/S/ Len Morgan
Labor Relations Manager

/S/ R.C. Slover
Labor Relations Ombudsman

**Knoxville Building & Construction Trades Council**

/S/ Charles H. Woody

President

## The Knoxville Building and Construction Trades Council
## Union Locals

BOILERMAKERS' LOCAL NO. 454

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN - LOCAL NO. 8

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA – MID-SOUTH CARPENTERS REGIONAL COUNCIL - CARPENTERS LOCAL NO. 50

OPERATIVE PLASTERERS AND CEMENT MASONS' INTERNATIONAL ASSOCIATION, LOCAL NO. 148

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 270

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS LOCAL NO. 46

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REIN-FORCING IRON WORKERS - LOCAL NO. 384

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA - LOCAL NO. 519

UNITED BROTHERHOOD OF CARPENTERS' AND JOINERS' OF AMERICA – SOUTHERN STATES MILLWRIGHT REGIONAL COUNCIL MILLWRIGHTS' LOCAL NO. 1554

INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL NO. 917

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES - LOCAL NO. 437

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA - LOCAL NO. 102

UNITED UNION OF ROOFERS, WATER-PROOFERS AND ALLIED WORKERS - LOCAL NO. 136

SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION - LOCAL NO. 5

ROAD SPRINKLER FITTERS' - UNITED ASSOCIATION LOCAL NO. 669

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA - LOCAL NO. 818

**DATE:** **December 30, 2002** **cla034.02**
**TO:** **SEE DISTRIBUTION**
**FROM:** **Union-Management Administrative Committee**
**Holidays/4 – 10's Language Subcommittee**
**SUBJECT:** **CONSTRUCTION LABOR AGREEMENT INTERPRETATION**

On May 21, 1998, a clarification from a previous subcommittee was issued regarding the language contained in Article XI, Section 2 and 3 of the CLA. That clarification is hereby re-stated, and additional language added to clarify the effect on holidays.

1. CLARIFICATION OF THE 4 - 10'S LANGUAGE - ARTICLE XI, SECTIONS 2 & 3:

Make-up days are for conditions that affect the employer and are beyond his control. Weather, Security Standdowns, Y-12 Nuclear Manufacturing Start-up Associated Standdowns, or Safety Standdowns that are caused by others but directly affect the employer, were the primary considerations when this language was expanded from the PLA make-up day language that only addressed weather. This language was not intended to cover individual activities such as employees who missed a day or portion thereof due to their own personal circumstances.

A. An entire work day must be scheduled - 10 hour minimum.

B. The entire work order/contractors crew is entitled to work - the individuals may choose not to work - it is not mandatory. However, this would not apply to service crafts who may not be necessary. If part of the work order or crew have already completed a regular 40 hour week (4 - 10 hour days), then Friday cannot be a make-up day. Therefore, if it is scheduled it will be an overtime day for ALL of the employees, regardless of the number of hours worked by any individual. Example 1: The employer has four employees. Two employees are at 40 hours and two are at 20 hours through Thursday. Friday is scheduled as a work day - it will be overtime for everyone at time and one-half. Example 2: The employer has four employees. Through Thursday, two employees are at 36 hours and two others are at 20 hours due to weather or other conditions beyond the control of the employer. If desired by the employer, Friday may be scheduled as a 10 hour make-up day. For Friday, Two employees will be paid 4 hours straight time and 6 hours overtime, and two employees will be paid 10 hours straight time.

2. HOLIDAYS AND 4 – 10's LANGUAGE

As stated above, the make-up day was intended to cover conditions beyond the control of the employer. Holidays are not a condition beyond the control of the employer. When bidding or proposing on work, it is the responsibility of the bidder or proposer to identify holidays which may fall during the construction phase of the contract. Holidays are paid at the rate of double time. For instance, a contractor cannot observe a Monday Holiday and then schedule work on Friday as a make-up day at straight time to make-up for the work time lost on Monday. Holidays are scheduled and do not fall into the area of an unexpected occurrence.

SUBCOMMITTEE MEMBERS:

MANAGEMENT DELEGATES

Signed – Copy on File
Mel Schuster, CLA Lead Administrator
BWXT Y-12 Labor Relations Manager

Signed – Copy on File
Lori Greening, Bechtel Jacobs Company
Labor Relations Representative

UNION DELEGATES

Signed – Copy on File
John Holliday III, KBCTC
Operating Engineers L.U. 917

Signed – Copy on File
Willis Hall, KBCTC
Laborers L.U. 818

## ARTICLE XXVI

## DURATION

This Agreement shall be effective March 1, 2011 through September 30, 2016, and shall continue in full force and effect from year to year thereafter, unless the Administrator or the Unions give written notice to the other of a desire to change, amend, modify or terminate this agreement at least ninety (90) days, but not less than sixty (60) days prior to October 1 of each succeeding year.

The parties, by their signatures below, hereby agree to the above terms and conditions.

**B&W Y-12, LLC (for the Employers)**

/s/ Debra J. Shecterle
Sr Vice President-Human Resources

/s/ Steven D. Weaver
Director-Labor & Employee Relations

/s/ Melvin J. Schuster, Jr.
Construction Labor Relations

**Knoxville Building & Construction Trades Council**

/s/ Danny Hatfield
President

********

Bechtel Jacobs, LLC
/s/ R. C. Slover
Manager of Construction
And Labor Relations

URS | CH2M OR (UCOR) LLC
/s/ Dominic J. Sansotta Jun 28, 2011
Human Resources Manager

UT Battelle, LLC

********

**Employer**

| | |
|---|---|
| Company | Signature Date |
| Address | Name (Print) Title |
| City State Zip | Phone Fax |

HISTORICAL SIGNIFICANCE ONLY

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding made and entered into this 1st day of March 2011 by and between the parties signatory hereto, for considerations mutually satisfactory to all parties as adequate, do hereby agree to extend the terms and conditions of the Construction Labor Agreement (CLA) scheduled to expire on September 30, 2011, for a five (5) year period through September 30, 2016.
This agreement shall continue in full force and effect from year to year thereafter, unless the Administrator of the CLA or the unions give written notice to the other of a desire to change, amend, modify, or terminate this agreement at least ninety (90) days, but not less than sixty (60) days prior to October 1 of each succeeding year.

The intent of this contract extension is to enable the parties to ensure they will be able to recruit, hire, train, and retain the quality workers needed to support the demands placed on us by our clients (Department of Energy, NNSA), to maintain a skilled, trained, and safe workforce and to increase productivity and efficiency through joint labor-management cooperation.
The parties, by their signatures below, hereby agree to the above terms and conditions.

**B&W Y-12, LLC (For the Employers)**

/S/ Debra J. Shecterle
Sr Vice President – Human Resources

/S/ Steven D. Weaver
Director – Labor & Employee Relations

/S/ Melvin J. Schuster, Jr.
Construction Labor Relations

**Knoxville Building and Construction Trades Council**

/S/ Danny E. Hatfield
President

**Bechtel Jacobs Company, LLC**

/S/ R. C. Slover
Manager of Construction & Labor Relations

HISTORICAL SIGNIFICANCE ONLY

BOILERMAKERS' LOCAL NO. 453

/S/ Vinson L. Harper

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN - LOCAL NO. 5

/S/ Darrell Craig

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA – MID-SOUTH CARPENTERS REGIONAL COUNCIL - CARPENTERS LOCAL NO. 50

/S/ James L. Kerley

OPERATIVE PLASTERERS AND CEMENT MASONS' INTERNATIONAL ASSOCIATION, LOCAL NO. 78

/S/ Jeff Whitehead

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 270

/S/ A. Ray Day

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS LOCAL NO. 46

/S/ Charles H. Woody

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REIN-FORCING IRON WORKERS - LOCAL NO. 384

/S/ Steve Kirkland

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA - LOCAL NO. 519

/S/ Wes Trotterchaud

UNITED BROTHERHOOD OF CARPENTERS' AND JOINERS' OF AMERICA – SOUTHERN STATES MILLWRIGHT REGIONAL COUNCIL MILLWRIGHTS' LOCAL NO. 1554

/S/ Dennis Donahou

INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL NO. 917

/S/ John M. Holliday, III

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES - LOCAL NO. 437

/S/ Eric Surrett

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA - LOCAL NO. 102

/S/ Charles R. Connatser

UNITED UNION OF ROOFERS, WATER-PROOFERS AND ALLIED WORKERS - LOCAL NO. 176

/S/ Don Cardwell

SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION - LOCAL NO. 5

/S/ Christopher L. Griffey

ROAD SPRINKLER FITTERS' - UNITED ASSOCIATION LOCAL NO. 669

/S/ W. Mark Davis for John Bodine, Sr.

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA - LOCAL NO. 818

/S/ Tony Dagley

HISTORICAL SIGNIFICANCE ONLY

**MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding made and entered into this 23rd day of May, 2006 by and between the parties signatory hereto, for considerations mutually agreed to be adequate, do hereby agree to extend the terms and conditions of the Construction Labor Agreement (CLA) scheduled to expire on September 30, 2006, for a five (5) year period commencing October 1, 2006, through September 30, 2011.**

**This agreement shall continue in full force and effect from year to year thereafter, unless the Administrator of the CLA or the Unions give written notice to the other of a desire to change, amend, modify or terminate this agreement at least ninety (90) days, but not less than sixty (60) days prior to October 1 of each succeeding year.**

**The intent of this contract extension, is to enable the parties to ensure they will be able to recruit, hire, train and retain the quality workers needed to support the demands placed on us by our clients (Department of Energy, NNSA), to maintain a skilled, trained and safe workforce and to increase productivity and efficiency through joint labor-management cooperation.**

**The parties, by their signatures below, hereby agree to the above terms and conditions.**

**BWXT Y-12**

**/s/ Debra J. Shecterle**
**Division Manager, Human Resources**

**/s/ Steven D. Weaver**
**Manager, Employee Relations**

05-23-06
**/s/ Melvin J. Schuster, Jr.**
**Construction Labor Relations**

**Knoxville Building & Construction Trades Council**

**/s/ W. Ray Whitehead, President**

**Bechtel Jacobs Company, LLC**

5/23/06
**/s/ Nicholas A. Fiore, Sr. Labor Relations Representative**

HISTORICAL SIGNIFICANCE ONLY

BOILERMAKER'S LOCAL NO. 453

/s/ Vinson L. Harper

UNITED BROTHERHOOD OF CARPENTERS' AND JOINERS' OF AMERICA – TENNESSEE CARPENTERS REGIONAL COUNCIL MILLWRIGHTS' LOCAL NO. 1544

/s/ James Kerley 5-23-2006

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN – LOCAL NO. 5 5/23/06

/s/ Arnold Pesterfield

INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL NO. 917 5/23/2006

/s/ John M. Holliday III

OPERATIVE PLASTERERS AND CEMENT MASONS' INTERNATIONAL ASSOCIATION – LOCAL NO. 78

/s/ Grady Boyd

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES – LOCAL NO. 437 5/23/06

/s/ W. Ray Whitehead

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS – LOCAL NO. 270

/s/ Ray Day 5-23-06

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA – LOCAL NO. 102

/s/ Charles Connatser 5-24-06

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS – LOCAL NO. 46

/s/ Danny E. Hatfield 5/23/06

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS – LOCAL NO. 176

/s/ Don Cardwell

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS – LOCAL NO. 384

/s/ Steve Kirkland 5-23-06

SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION – LOCAL NO. 5

/s/ Tommy Fuller

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA – LOCAL NO. 519

/s/ Dale King

ROAD SPRINKLER FITTERS' – UNITED ASSOCIATION LOCAL NO. 669

5-23-06

/s/ J. W. Nelson For Bradley Karbowsky

INTERNATIONAL BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA LOCAL #50

/s/ James Kerley 5-23-2006

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA – LOCAL NO. 818

/s/ Rodney Morgan

HISTORICAL SIGNIFICANCE ONLY

## ARTICLE XXVI

## DURATION

This Agreement shall be effective October 1, 1997, through September 30, 2006, and shall continue in full force and effect from year to year thereafter, unless the Administrator or the Unions give written notice to the other of a desire to change, amend, modify or terminate this agreement at least ninety (90) days, but not less than sixty (60) days prior to October 1 of each succeeding year.

**Note: Please see Extension (2006 – 2011) and Signatures, Pages 28 and 29.**

The parties, by their signatures below, hereby agree to the above terms and conditions.

**MK-Ferguson of Oak Ridge Co.**

/s/ J. Martin Brennan
Corporate Director Labor Relations

/s/ Warren R. Anderson
Industrial Relations Director

**Knoxville Building & Construction Trades Council**

/s/ Charles D. Maples
President

********

Bechtel Jacobs, LLC
/s/ John W. Brock
Labor Relations Manager

BWXT Y-12 Construction
/s/ John W. Brock
Industrial Relations Director

UT-Battelle, LLC

********

**Employer**

| | |
|---|---|
| Company | Signature Date |
| Address | Name (Print) Title |
| City State Zip | Phone Fax |

HISTORICAL SIGNIFICANCE ONLY

BOILERMAKERS' LOCAL NO. 453

/s/ Vinson L. Harper

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN - LOCAL NO. *5* ~~3~~

/s/ Arnold Pesterfield

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA - TENNESSEE CARPENTERS REGIONAL COUNCIL - CARPENTER=S LOCAL NO. 50

/s/~~-~~Charles D. Maples

OPERATIVE PLASTERERS= AND CEMENT MASONS' INTERNATIONAL ASSOCIATION, LOCAL NO. 78

/s/ Jack N. Hill

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 270

/s/ Gary L. Duggan

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS - LOCAL NO. 46

/s/ Danny E. Hatfield

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REIN-FORCING IRON WORKERS - LOCAL NO. 384

/s/ Steve Kirkland

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA - LOCAL NO. 519

/s/ Randall Copeland

UNITED BROTHERHOOD OF CARPENTERS' AND JOINERS' OF AMERICA - TENNESSEE CARPENTERS REGIONAL COUNCIL MILLWRIGHTS' LOCAL NO. *1554* ~~1544~~

/s/ Charles D. Maples

INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL NO. 917

/s/ John M. Holliday III

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES - LOCAL NO. 437

/s/ W. Ray Whitehead

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA - LOCAL NO. 102

/s/ George Jones

UNITED UNION OF ROOFERS, WATER-PROOFERS AND ALLIED WORKERS - LOCAL NO. 176

/s/ Don Cardwell

SHEETMETAL WORKERS' INTERNATIONAL ASSOCIATION - LOCAL NO. 5

/s/ Dean Ball

ROAD SPRINKLER FITTERS' - UNITED ASSOCIATION LOCAL NO. 669

/s/ Gerald D. Singleton

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA - LOCAL NO. 818

/s/ Willis Hall

CNS | consolidated nuclear security, llc

PANTEX PLANT | Y-12 NATIONAL SECURITY COMPLEX

YGG-16-0372