SECTION J - ATTACHMENT F

COLLECTIVE BARGAINING AGREEMENT

Agreement

Between

Environmental, Safety & Health, Inc. (ES&H, Inc.)

And

Knoxville Building and Construction Trades Council (KBCTC)

A.F. of L. – C.I.O.

Beginning Date: June 24, 2008
Ending Date: June 24, 2012

Laborers, Local 818

Operating Engineers, Local 917

Teamsters, Local 519

Painters, Local 437

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PREAMBLE

These articles constitute an Agreement between Environmental, Safety and Health, Inc. (ES&H, Inc.) hereinafter referred to as the "**Company**", and the American Federation of Labor and Congress of Industrial Organizations represented by the Knoxville Building and Construction Trades Council; hereinafter referred to as the "**Union**".

The Company, in Contract No.DE-AC05-07OR23256 agrees to provide certain miscellaneous maintenance and operations work for certain facilities and property at or in the vicinity of Oak Ridge, Tennessee. It is understood between the Company and the Union that this Agreement shall apply to the maintenance and operations of work covered by Contract No. DE-AC05-07OR23256.

This Agreement shall not apply to construction work performed by the Company under Contract with the DOE covered by the Davis Bacon Act.

ARTICLE I

RECOGNITION

Section 1. This Agreement shall apply exclusively to individuals on the payroll of the Company, in the job classifications and at the rates of pay set forth in the Wage Rate Schedule, attached hereto. It is understood that the term "employee" or "employees", as used in the Agreement, only refers to such individuals.

Section 2. Pursuant to and in conformity with the Labor-Management Relations Act as amended, the Company recognizes the Union as the exclusive representative of employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 3. Except as otherwise expressly provided in this Agreement, the functions that shall be left to the sole and exclusive discretion of the Company shall include, but shall not be limited thereto,

- The right to manage its facilities and to direct its operations and working forces
- The right to determine the number of employees needed to carry on the work and the distribution of the working forces
- The right to promote, demote, hire and transfer employees
- The right to discharge or otherwise discipline employees
- The right to discharge or otherwise discipline employees for just cause.

Section 4. In the event the Company shall plan a major change in operational procedures affecting a large number of employees, the Company will, circumstances permitting, discuss such changes with the Union committee prior to making it effective. The decision of the Company, with referenced thereto, shall be final and not subject to arbitration unless in violation of other provisions of the Agreement.

Section 5. The Company and the Union pledge and agree that the provisions of this Agreement will be applied to all employees, without regard to race, color, religion, sex, martial status, veteran status, age, handicapped status, or national origin. It is further agreed that there will be no discrimination against any applicant for employment, or any employee considered for upgrading, demotion, transfer, or termination, because of race, religion, sex, color, martial status, veteran status, age handicapped status, or national origin. Both parties will strive to provide full equal employment opportunity within this maintenance organization.

Section 6. This Agreement encompasses the total Agreement between the parties and any side agreement(s), exclusive of jurisdictional assignments, are not recognized by the parties.

ARTICLE II

CONTINUITY OF OPERATIONS

Section 1. During the term of this Agreement there shall be no strikes, lockouts, work stoppages, picket lines, slowdowns, secondary boycotts, or disturbances even of the momentary nature. The employees shall not resort to subterfuge of mass demonstrations or remain away from duty for any reason to evade their obligations under this Agreement. The Union shall support the Company fully in maintaining operations in every way. Participation by any employee or employees in any act violating this provision in any way will be complete and immediate cause for discharge by the Company.

The Company aggress that it will not bring suit against the Union for damages as the result of any strike or other interru0tion of work above set fort provided by Union complies with the provisions of this Section.

A. The Union shall immediately notify the employees who are involved in the occurrences that their action is in breach of this Agreement and direct them to return to their jobs at once and notify the Company in writing that it has taken such action.

B. The Union shall post immediately on appropriate and Company bulletin boards, a notice, signed by the Union, that the action taken by the employees is not approved nor sanctioned by the Union.

Section 2. It is agreed that the American Federation of Labor – CIO shall not be liable for damages as a result of a violation or alleged violation of this Agreement by any employee, by a group of employees, by the Union, or by any local union affiliated with the Union unless such violation or alleged violation is authorized by the American Federation of Labor – CIO.

Section 3. The Union will do its utmost to protect the security of classified information and will not reveal such information to any person not specifically cleared for the information by the DOE. No person will be cleared for such information except where the information is necessary for performance of work declared by the DOE. It is recognized that the Company has agreed not to employ any person designated by the DOE whose employment is considered prejudicial to the DOE and to remove from the work and exclude from the area any person whose continued employment is determined by the DOE to be prejudicial to the interest of the DOE. All members of the Union, the Company, and all employees of the Company are required to comply with all protective security regulations now in effect or as may be promulgated by the DOE for the Oak Ridge area.

Section 4. It is agreed that the services for which the Company is responsible are essential to the programs of the Department Of Energy in the Oak Ridge area. The Union agrees for the employees of the Company covered by this Agreement that they shall individually and collectively perform loyal and effective work and services; that they shall cooperate in promoting and advancing the welfare of the Company's program and the protection of its service at all times. The Company agrees to cooperate with the Union in its efforts to promote harmony and efficiency among the employees.

ARTICLE III

UNION REPRESENTATION

Section 1. Union representation of employees will be limited to the following:

A. Stewards appointed by the Union. All stewards must be employees and no foreman may act as steward unless the Company specifically approved his appointment. Activities of each steward shall be strictly limited to the group for which he is appointed, except with the prior approval of the appropriate Company representative. The number of stewards shall be determined by the mutual consent of the Union and the Company.

B. A committee of not more than six (6) members appointed by the Union.

Section 2. The Union, through the Business Representative shall, within seven, (7) days after the effective date of this Agreement, give the Company written notice of the stewards and committee members so appointed. The Union, through the Business Representative, shall give the Company written notice of any subsequent changes in stewards or committee members. The Company may refuse to recognize any employee or other individual as a representative of the employees until such notice is received. The Company will not recognize any individual as a representative of the employees or the Union except shop or department stewards and committee members who are so appointed by the Union.

Section 3. No stewards may be absent from his work except for the purpose of handling grievances in the manner specifically provided for in the Agreement, and then only provided that prior approval of the Program Manager or his authorized Representative is obtained.

Section 4. Union representatives may collect dues on Company premises before the beginning of a shift and after the end of a shift and during the lunch hour.

No collection of dues or other Union activities shall be permitted during scheduled work hours.

Section 5. Union representatives may visit Company shops or other Company facilities unless the Company's Program Manager serves written notice on the Union that particular Union representatives shall be denied this privilege. However, prior to issuing any such written notice, the Company agrees to discuss the mater with the Union Committee. Any representative of the Union desiring to visit the Company's facilities shall give the Company prior notice and the Company may require the Union representatives to be accompanied by the Company representative.

Section 6. In the event of reduction in force, duly appointed regular stewards shall be given preference in their job classifications under a provision of "Super Seniority". This action shall not be applicable to temporary or substitute stewards.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1. It is agreed that a grievance shall be defined as a controversy between the Company and the Union or between the Company and an employee or employees to the interpretation of this Agreement or a charge of violation of this Agreement.

Section 2. All grievances shall be processed in accordance with the following procedure:

Step 1. The employee and/or or the steward shall discuss the grievance with his immediate supervisor. The supervisor shall give the employee and/or the steward a decision on the grievance not later than noon of the scheduled workday following presentation of the grievance.

Step 2. The employee and/or the steward may appeal the decision of the supervisor within five (5) days from the date of the incident (excluding Saturdays, Sundays, and holidays), after its receipt to the department head. Such appeal shall be reduced to writing and presented to the Department Head or HR Representative by the employee and/or the steward. The Department Head shall discuss the grievances with the employee and/or the steward and give them a written decision on the grievance within twenty-four (24) hours (excluding Saturdays, Sundays, and holidays), after its receipt.

Step 3. The Union may, within seven (7) calendar days, appeal the decision of the department head by mailing a written notice of appeal to the Company's Program Manger. The Project Manager or Company Representatives shall meet with the Union committee within seven (7) calendar days for the purpose of hearing evidence and discussing the grievance with the Union Committee. Within five (5) calendar days after such meeting, the Company shall give the Union a written decision on the grievance appeal setting forth the reason on which the decision is based.

Section 3 The Company will pay employee representatives of the Union for scheduled hours of work lost in handling grievances in accordance with the grievance procedures, providing the representatives secure the required approvals for absence from duty.

Section 4 If a grievance appeal is not filed by the designated Union representatives within the time limits provided, the grievance shall be deemed not to exist and no further action shall be taken by either party.

Section 5 Time limits under this Article may be extended by mutual agreement of the parties. Time limits are exclusive of Saturdays, Sundays and Holidays.

ARTICLE V

ARBITRATION

Section 1 The Union may appeal the Company representative's decision at Step 3 of the grievance in accordance with the following procedure and limitations:

A. Only specific grievance appeals as to a charge of violation of this Agreement may be submitted to an arbitrator.

B. Within ten (10) calendar days after receipt of the Company's decision, the Union may appeal the grievance decision by serving written notice on the Company that it desires to appeal the grievance decision to an arbitrator.

C. The arbitrator will be selected in accordance with the following procedure:

1. Within five (5) days after receipt of the Union's request, representatives of the parties shall jointly request a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed upon arbitration body. Selection of the Arbitrator will be made from the panel of Five (5) Arbitrators submitted by the FMCS. The selection process will be determined "by chance as by coin toss." The parties will use the method of eliminating Arbitrators from the panel by striking alternately until one Arbitrator remains. The remaining Arbitrator will be the person to hear the case.

2. The costs associated with obtaining a panel of Arbitrators will be shared equally between the parties.

D. Giving not less than five (5) days advance notice to the parties, the arbitrator so selected shall hold a hearing in Oak Ridge, Tennessee, or Knoxville, Tennessee on the grievance appeal, beginning not later than fifteen (15) days after his selection. The following rules shall apply:

1. Either party may be represented by counsel.

2. The arbitrator may make necessary arrangements to take a stenographic record of the proceedings.

3. The parties may offer written or oral evidence in accordance with their individual desires and shall if possible, procure any additional evidence the arbitrator may request.

4. Either party may submit briefs to the arbitrator at the opening of the hearing, while the hearing is in progress, or within seven (7) days after the hearing is concluded, provided notice of intent to file a brief is given to the arbitrator during the hearing.

5. The duties of the arbitrator shall be limited to conducting the hearing, examining the witness of each party, considering the evidence and briefs, if any, and giving an affirmative or negative answer to the charge of Contract violation.

6. The arbitrator shall have no power to Add to, Subtract from or modify any of the terms of this Agreement;

- To Substitute his discretion for the Company's discretion in cases where the Company is given discretion by this Agreement;
- To Alter a decision which under this Agreement is within the responsibility of the Company to decide;
- To Modify a disciplinary action taken by the Company but may sustain or nullify the Company's action.

E. Within fifteen (15) calendar days after conclusions on the hearing or the final filing of briefs, in any, by the parties, whichever date is later, the arbitrator shall issue his answer on the grievance appeal, reducing the answer to writing and forwarding a copy to the Company and the Union. The decision of the arbitrator shall be final and binding on both parties.

F. The fees and expenses of witness of the parties shall be paid by the party producing such witness.

G. The transportation, traveling expenses, per diem and fee of the arbitrator and all other expenses incurred by him in the conduct of the hearing shall be paid one-half by the Company and one-half by the Labor Organization at who's request the Union appeals the Company representative's decision or the grievance.

H. Time limits under this Article may be extended by mutual agreement.

ARTICLE VI

HOURS OF WORK

Section 1 The hours of work for employees in each Company unit will be established by the Project Manger. The Project Manager shall bulletin by job classification, by Company unity, or by individual bulletin to each employee, the scheduled work hours. A rest period of not less than eight (8) hours shall be scheduled between the end of one regularly scheduled shift and the beginning of the next regularly scheduled shift. Scheduled non-workdays shall fall on consecutive days, except for shift work and then non-consecutive days off will be scheduled only when necessary.

Section 2 The regular hours of employment shall not exceed eight (8) consecutive hours exclusive of scheduled lunch periods in any calendar day or forty (40) hours in any workweek, Monday thorough Sunday. It is understood that the regular hours of employment shall not be considered as a guarantee or limitations of hours of work and the Company may adjust the hours of work of any employee as necessary to meet changes in operating conditions.

Section 3 For each employee the second scheduled non-work day in the workweek is considered Sunday unless the calendar Sunday is scheduled as a non-work day.

Section 4 A minimum of twenty-four (24) hours notice in advance of a new shift will be given each employee of any change in his work schedule. If an employee's scheduled hours are changed without twenty-four (24) hours advance notice, hours worked on a new schedule not falling within the old schedule are paid for at the applicable overtime rate until twenty-four (24) hour from the time of notification of the employee have elapsed.

ARTICLE VII

PREMIUM PAYMENTS

Section 1 All authorized hours worked by employees outside the employee's regular work schedule, as established in accordance with Article VI, Section 1, shall be paid at the rate of one and one-half (1 ½) times the employee's basic wage rate unless otherwise provided in the Agreement.

Section 2 Authorized overtime shall be paid, for at one and one-half (1 ½) times the straight time rate, unless such time falls on an employee's Sunday, (as defined in Article VI, Section 3), or is in excess of sixteen (16) continuous hours of work, in which case it shall be paid for at two (2) times the straight time rate. Employees required to work on the day designated as a holiday (See Article VII, Section) shall be paid at the rate of one and one-half (1 ½) time the employee's basic rate for any of the regularly schedule eight (8) hours of work, and two (2) times the basic rates for hours worked on the holiday in excess of eight (8) hours. In addition, the employee shall receive eight (8) hours pay at his basic rate as holiday pay.

Section 3 Employees are not normally required or permitted to work more than two (2) continuous shifts. If, however, an employee is required to work for a period of more than sixteen (16) hours during which time he did not have a non-work period of at least six (6) continuous hours, he may, at the end of this overtime work, be relieved from duty for an adequate period of rest. He should, if possible, be give a rest period of at least six (6) hours.

Section 4 Employees called and reporting for emergency work outside of, but not continuous with their regular bulletined hours as scheduled in accordance with Article VI, Section 1, shall be paid the applicable overtime rate but not less than four (4) hours wages at the straight time rate. Employees so call are required to perform such work as called for, or work of equal importance which may develop while they are on duty.

Section 5 The allowance of a premium payment, other than shift differential on any hour for which an employee receives compensation eliminates that hour from consideration for premium payment on any other basis.

Section 6 Premium payment provisions for work outside of the employee's regular work schedule shall not be applicable when employees of similar classifications, by agreement between themselves, exchange shifts within the workweek. Such exchanges cannot be made without the concurrence of the department head.

Section 7 Premium payment provisions for work outside of the employee's regular work schedule will not be applicable when a change is made without advance notice for the convenience of the employee.

Section 8 An employee who is required to work ten and one-half (10 ½) or more continuous and successive hours (excluding lunch periods on regular scheduled workdays) will be paid a meal allowance of Eight dollars ($8.00). An additional meal allowance of Eight dollars ($8.00) shall be paid for each additional five (5) consecutive hours of work performed thereafter. Meal allowance payments shall be made to the employee on regular paydays.

Section 9 The Company will assign overtime within a classification to employees as equally as practicable. A record of overtime assignments shall be kept and made available to the Union Steward of Business Agent for examination.

ARTICLE VIII

HOLIDAYS AND NON-WORKDAYS

Section 1 The following days are recognized as holidays for all employees:

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

A regular straight day shift employee may observe holidays that fall on Saturday the preceding Friday. He may observe holidays that fall on Sunday the following Monday.

A shift work employee may observe holidays that fall on his second non-work day (his Sunday) on the next scheduled workday.

A shift work employee may observe holidays that fall on his first non-work day (his Saturday) on his preceding scheduled workday except when such holidays fall on a calendar Monday.

A holiday which falls on a calendar Monday which is the employee's first non-work day will be observed on the employee's next scheduled work day rather than his preceding scheduled work day. The intent is to prevent backing a paid holiday into a previous pay period.

Section 2 Employees not required to work on a recognized holiday when it falls on a schedule workday for the employee are paid for eight (8) hour at a straight time rate for that day.

Section 3 Any employee absent from duty without permission at the close of his regularly scheduled work shift preceding a holiday or at the beginning of his next regular shift following his holiday shall not receive any holiday allowance except for hour she actually worked on the holiday.

ARTICLE IX

SHIFT DIFFERENTIALS

Section 1 Employees governed by the Agreement working regular schedules other than day shift schedules shall be paid the following shift differentials:

SHIFT DIFFERENTIAL ADDED TO BASE RATE

Effective Date	Scheduled Evening Shift	Scheduled Midnight Shift
June 24, 2008	$ 0.60 / hr.	$ 0.90 / hr.

Section 2 Determination of shifts for the purpose of shift differential payment shall be in accordance with the following:

A. A work shift shall be considered to be a day shift if all hours of the shift fall between the hours of 7:00 a.m. to 6:00 p.m. 7:30 A. M. to 4:00 P. M. shall be considered the normal day shift.

B. A work shift shall be considered to be an Evening shift if all hours of the shift fall between the period from 3:00 p.m. to 11:30 P.M.

C. A work shift shall be considered to be Midnight shift if all hours of the shift fall between the period from 11:00 P.M. to 7:30 A.M.

D. If it is necessary to schedule a shift that does not come within the hours established for either the Day shift, the Evening shift, or the Midnight shift, the Company and the Union Committee will determine the shift differential that shall be paid.

Section 3 Shift differentials shall apply only to regular scheduled Evening shift or Midnight shift work. Straight time basic wage rates with the addition of the shift differentials shall be used in the computation of the premium payments.

Section 4 Shift differentials shall be added to the straight time wage rate in computing holiday payments for regular Evening shift or Midnight shift work.

ARTICLE X

VACATION AND TERMINAL LEAVE

Section 1 Maintenance employees who have six (6) months or more of full time continuous employment will be eligible for vacation benefits. The amount of vacation available will be calculated as follows:

New employees or rehired employees with more than six (6) months but less than one (1) year, will become eligible for .833 days of vacation for each full month of employment.

New or rehired employees with less than six (6) months of employment, will become eligible for .833 days of vacation for each full month of employment; however, credit for this vacation will not be due until the employee completes six (6) full month of employment.

Thereafter, continuously employed full-time permanent employees will be eligible for vacation after six (6) months of employment at the following rates:

1 year to 5 years	10 days / year	.833 days x months
6 years to 10 years	15 days / year	1.25 days x months
11 years to 25 years	20 days / year	1.677 days x months
25 years and more	25 days / year	2.083 days x months

Section 2. Continuous service for determining vacation leave eligibility will be computed from the employee's last date of hire by the Company. Continuous service will not be considered as broken if not more than 31 calendar days elapse between the time the employee is terminated and the time he is rehired. Only employment with Environmental, Safety and Health, Inc. (ES&H, Inc.) at the Oak Ridge Y-12 Roads and Grounds Site will count toward Company Service Credit which includes vacation credits described herein.

Section 3 Vacation leave is to be scheduled and taken during the calendar year in which the employee becomes eligible. No more than ten (10) days of vacation leave can be carried into the next calendar year. If the employer requests that the employee forego his vacation leave, this MUST be done in writing and approved by the Project Manager and the Company President. The vacation leave credits will then be carried forward into the next calendar year.
Vacation leave may be taken in one (1) hour increments upon approval of supervision.

Section 4 Employees will be required to comply with Company regulations in applying for vacation leave. The Company may require an employee to take all or part of the vacation leave accrued to his credit at times designated by the Company, giving fair and reasonable consideration to the employee's objection to taking vacation leave at such time as designated.

Section 5 Payment of vacation leave will be made on the basis of the employee's job classification and rate of pay in effect at the time vacation leave is taken. Shift differentials or other premiums will not be included.

Section 6 If a recognized holiday occurs during the period an employee is on vacation leave, payment will be made on the basis of holiday payments and no charge will be made to the employee's vacation leave eligibility.

Section 7 An employee terminated will be paid for vacation leave for which he or she is eligible within seven (7) days of termination (excluding Saturdays, Sundays and Holidays).. Vacation leave for which an employee is eligible includes unused vacation credited to the employee, plus vacation days

earned to each full month of employment until the date of termination. For computation of eligible vacation credits earned during the year terminated:

1 year to 5 years	.833 days x months
6 years to 10 years.....	1.25 days x months
11 years to 25 years	1.677 days x months
25 years or more.....	2.083 days x months

Section 8 In the event of the death of an employee, the Company will pay vacation leave for which the employee is eligible to the person or persons designated by the proper authorities.

ARTICLE XI

SICK LEAVE

Section 1 Each employee shall accrue sick leave at the rate of one and one-fourth (1 ¼) days for each full month he is carried on the Company's payroll.

Unused sick leave will be carried forward from month to month; however, not more than ninety (90) days may be carried forward from one month to another.

Section 2 Any employee who is absent from work on any scheduled workday due to his own illness may apply for sick leave payments.

The Company will pay the employee for scheduled hours of work lost as a result of the illness providing:

A. That the employee notifies the Company prior to the start of his or her shift, except in cases of emergency involving personal injury or accident involving personal injury to the employee, that the employee is unable to work due to his or her own illness. The notification shall be furnished in accordance with procedures established by the Company.

B. That on all sick leave claims the Company; any may require a doctor's certificate testifying that the employee is unable to work due to his own illness. The doctor's certificate must be submitted on the form furnished by the Company.

The Company may, at its discretion, require an employee absence due to his own illness to submit to an examination by a doctor chosen by the Company. If the doctor, as a result of this examination, certifies to the Company the employee is physically fit to perform his regular duties, the Company shall not be required to make a sick leave payment for the employee's absence.

If an employee refuses to submit to an examination by a doctor so chosen by the Company, the Company shall not be required to make any sick leave payment to the employee.

Should an employee's holiday fall during the employee's sick leave, his holiday will not count as sick leave, but the employee will receive holiday allowance.

All sick leave payments will be made at the employee's straight time rate of pay without the inclusions of shift differentials or other premiums.

Section 3 In the event of the dearth of an employee while absence due to his own illness, the Company will pay the sick leave due at the time of this death, to the person or persons designated by proper authorities.

ARTICLE XII

OCCUPATIONAL DISABILITY

Section 1 Any employee absent from work because of injuries received in the line of duty, where such employee obtains benefits under the Tennessee Workmen's Compensation Act, and where such benefits are paid by the insurance carrier of the Company, may apply for sick leave payment supplementing the benefits received under the said act.

Section 2 The Company shall pay the employee the difference between the amount the employee shall have received from the Company's insurance carrier and the amounts he would have earned had he worked his regular schedule of work hours, provided.

A. That payments for such absence shall not exceed the amount of employee's accumulated sick leave.

B. That the period for which supplementing payments shall be made shall not begin prior to, nor extend beyond, the period for which payments are made by the insurance carrier under Tennessee Workmen's Compensation Law; and

C. That the employee has complied with Company rules and regulations in reporting the injury.

Payments shall be computed without the inclusion of shift differentials or other premiums.

Section 3 A charge against the employee's accrued sick leave shall be made for each day the Company makes a payment und the provisions of this Article, on the basis that the difference paid shall be computed to the nearest one-fourth (1/4) of a day but not more than three-fourths (3/4) of a day.

ARTICLE XIII

ABSENCES

Section 1 An employee may be granted a leave of absence if such leave is requested in accordance with Company regulations. The granting of a leave of absence shall be at he sole discretion of the Company.

Section 2 All leaves of absence are without pay. No sick leave or vacation credits will accrue during an approved leave of absence. No holiday payments shall be made during an approved leave of absence.

Section 3 When an employee is absent from duty without obtaining advance authorization, the Company may take disciplinary action at its own discretion.

Section 4 Employees entitled to vote in a local, county, state, or national election or primary shall be granted time off from work at their straight time rate of pay for a reasonable period of time not to exceed a maximum of three (3) hours, providing proper evidence of the necessity for such time off and proof of eligibility to vote is provided.

Section 5. An employee legally called and reporting for jury duty shall be paid the difference in the amount he receives for such duty and the amount he would have received by working his regularly scheduled work hours.

Section 6 An employee who is granted an excused absence for such time as may be reasonably needed for the purpose of attending the funeral of a member of his immediate family will be paid at his basic hourly rate for any part of all of two regularly scheduled work days during the period beginning with the day of death and ending with the day after the funeral. An additional day will be granted for funerals of covered immediate family that extend beyond three hundred (300) miles from the employees' residence of record. Such hours paid for shall not be considered as hours worked in computing overtime payments.

For the purpose of this section, "immediate family" shall be defined as and limited to the employee's:

- Spouse
- Children
- Brothers
- Half Brothers
- Sisters
- Half Sisters
- Parents
- Grandparents
- Parents-In-Law.

ARTICLE XIV

DISCHARGE AND DISCIPLINE

Section 1 It is agreed that maintaining an efficient working force and the maintenance of discipline within the working force is necessary for the satisfactory operation of the Company's facilities.

Section 2 The Company shall retain thee exclusive right to discipline employees by discharge, suspension, or other action with the exception that no disciplinary action will be taken without just cause – just cause to mean, among other things, inefficiency, insubordination, or other employee actions inimical to the operations. If the Union feels that a disciplinary action has been taken by the Company without just cause, the Union may within forty-eight (48) hours (exclusive of Saturdays, Sundays, and holidays) file a grievance on the mater in accordance with Step 2 of the grievance procedure.

ARTICLE XV

RATES OF PAY

Section 1 Rates of pay shall be those rates set forth in the Wage Rate Schedule, attached hereto, as Appendix A and made a part hereof. Wage rates will be determined, on an annual basis during the month of June, by percentage increase based on results from the Annual Wage Survey provided by the Construction Labor Research Council (CLRC). Request for survey data from CLRC will be jointly requested by the Company and the President of the Union.

Section 2 It is mutually agreed that the Union may apply any or all of the wage increase referred to in this article to employee fringe benefits.

ARTICLE XVI

WORK ASSIGNMENTS

Section 1 It is the intent of the Company and the Union that this Agreement shall govern the relationship between the Company, the Union, and the employees in the performance of all work within the scope of the Company's aforementioned Contract.

Section 2 Employees will be assigned to and receive all instructions from one supervisor who shall be referred to as the immediate supervisor. Employees may receive work assignments from other members of management when the immediate supervisor is not available or in cases of emergency. Employees may be assigned to other immediate supervisors as determined by the Company.

Section 3 The Company will follow the practice of assigning work on the general principal that the craft which would normally be entitled to install equipment of material or perform the construction work would be assigned to the maintenance of the equipment or material or the repair work in connection with the building or facility.

In the mutual interest of the Company and Union, the classification of "General Service Worker" has been established to allow the Company to pursue additional service and maintenance clients though the use of multi-craft crews. It is further agreed that this provision will apply to new work only and the composition of the crews will be established through a joint management / union committee based on a review of the scope of work associate with the project. **NOTE: The Operating Engineers and Teamsters are not included in this provision of the agreement.**

Section 4 The principle set forth above will be followed, with the exception that running repairs and minor maintenance work closely integrated with the operation of equipment in such installations as steam plants and water supply plants directly concerned with maintaining the continuity of operations, may be performed by employees engaged in the operation of these facilities. Minor maintenance and running repairs are defined as keeping the equipment and facilities in such condition that it can be continuously utilized for operational purposes.

Section 5 When the work to be performed is of a nature that a determination cannot be made on the above principle, the Company will assign the work to those employees who in its judgment are best qualified to perform the work.

Section 6 The Union agrees that it will give full consideration to the interest of the Company and the DOE in carrying out the work in the most efficient and economical manner possible; therefore, it is agreed that if the Union desires to question the Company's assignment of work to the various crafts, the following procedure shall apply:

A. The Union shall meet with the officials of the Company and discuss the assignment that is objectionable.

B. Failing satisfactory settlement as the result of the discussions referred to above, the Union committee shall meet with officials of the labor organization questioning the Company's work assignment, resolve the dispute, and reduce its decision to writing for consideration by the Company.

C. The Company will study the feasibility of the Union committee's determination and within five (5) calendar days after its receipt give the Union a written decision on the disputed work assignment.

D. The Union may, after receipt of the Company's decisions, appeal the matter in accordance with the subject to Article V, Arbitration.

Section 7 It is understood that employees shall continue to perform the work in accordance with the Company's assignment until the assignment is altered by the Company to conform with the award of the arbitrator.

Section 8 In the event of emergencies, the Company may, as a temporary measure, assign work to available employees without regard to job classification, craft, or other divisions.

ARTICLE XVII

DISTRIBUTION OF AGREEMENT

Section 1 The Company will, as soon as possible after the effective date of this Agreement, distribute a copy of the Agreement to each employee on the Company's payroll and will also give a copy of the Agreement to each new employee hired subsequent to the date such distribution is made.

ARTICLE XVIII

RECLASSIFICATION

Section 1 When an employee is assigned to work at a higher classification than the classification at which he is carried on the payroll for a period that extends past the closing of a payroll period, he shall be reclassified to the high classification effective as of the beginning of the first payroll week following the date on which he is assigned to work at a higher classification.

ARTICLE XIX

TRANSPORTATION

Section 1 When an employee is required by the Company to remain on duty past his regular quitting time to the extent that the medium of transportation through which he travels from work is not available to him, the Company will, if he so requests, transport him to a point where public transportation facilities are available, or to his home.

ARTICLE XX

MEDICAL EXAMINATIONS

Section 1 The Company will require employees to submit to a medical examination to determine an employee's physical ability for full and regular performance of his job and that the employee is not a hazard to himself, to other employees, or other individuals. This physical examination shall be give by a licensed physician employed by the Company. If the report of the Company's physician is not satisfactory to the employee, he may submit to an examination of a physical of his own choosing. If the report of the physician is not satisfactory to the parties, either party may request that the employee be given a medial examination by another physician so selected by mutual consent of the parties. The determination of the physician so selected shall be final and the costs incurred as a result of this additional examination shall be paid one-half (1/2) by the Company and one-half (1/2) by the Union.

Section 2 In accordance with DOE Order 5480.8A, voluntary periodic examinations shall be offered; however, it should be recognized that specific work hazards or statutory requirements as outlined in 11b (3), 11b, and 11c may dictate more frequent health examination to maintain a effective occupational medical program. A fundamental purpose of these examinations is to provide employees with the periodic assessment of their health. Accordingly, relevant components of the comprehensive examination, paragraph 11b(2), may be included, as well as, other preventive health measures such as health-risk appraisals or wellness counseling as authorized by the Site Medical Director.

A. Employees age fifty (50) and over shall be offered a biennial health examination. Content shall be based upon guidelines established by the Site Medical Director, considering work assignment and individual risk factors.

B. Employees age forth (40) – forth-nine (49) shall be offered a health examination every three (3) years.

C. Employees under age forty (40) shall be offered a health examination every five (5) years.

All employees with occupational-related injuries or illness shall be evaluated before returning to work. The scope and content of this evaluation shall be determined by the OHE, based upon the nature and extent of the injury or disease, and shall be sufficient to ensure that the employee may return to work without undue health risk to self or others. Written clearance from the occupational medical department shall be required before such an employee may return to work.

Section 3 In order to comply with Public Law 100-690, a Corporate substance abuse program will be established by the Company. The details of this program will be reviewed and mutually agreed upon by the Company and the Union prior to implementation.

ARTICLE XXI

HEALTH AND LIFE INSURANCE

Section 1 The Company agrees to make available to regular full time employees a comprehensive medical benefit plan or a Health Maintenance Organization (H.M.O.). The employee's selection of heath care coverage may be changed only one time each year with any change to become effective Feburary1.

The Company agrees to share the premium cost of the Medical Benefit Plan on the following basis: The Company will pay a percentage portion and the employee will pay will pay a percentage portions of the premium in accordance with the following schedule:

Year	Company	Employee
July 1, 2008	(89%)	(11%)
2009	(87%)	(13%)
2010	(85%)	(15%)
2011	(83%)	(17%)
2012	(80%)	(20%)

The Company agrees to pay the same dollar amount to the H.M.O. premium as it does to the medical benefit plan. The employee will pay the cost of the balance of the premium.

Section 2 The Company agrees to make life insurance available. The amount of life insurance will depend on the employee's earnings. The amount of life insurance will be two times the annual basic earnings (rounded to the nearest multiple of $1,000) up to a maximum amount of $100,000.

The Company and employee will pay per the schedule in Section 1.

Section 3 In the event the Company employs personnel on a temporary basis it is agreed that the Health and Welfare contributions will be made into the Union Health and Welfare Fund during such period of temporary employment. Temporary employees not covered by a Union Health and Welfare plan will be paid a salary adjustment equal to the Company cost of the health insurance plan described in Article XXII Section 1.

Maintenance of Benefits (MOB): On the contract effective date and each contract anniversary date thereafter a MOB adjustment (up to a maximum of $0.20 per hour) for Health and Welfare and Apprenticeship/ Training Funds. Specific criteria for these adjustments will require and independent Certified Public Accountant or Fund Administrator letter of justification to receive the MOB.

An ES&H, Inc. employee covered under this agreement and currently under the Company's insurance plan may make one election to be covered under the Local Union Health and Welfare Fund. Employees may re-enroll in the Company plan during open enrollment which occurs in February of each calendar year.

ARTICLE XXII

PENSION, UNION DUES, AND APPRENTICESHIP PROGRAM

Section 1 The Company agrees to make payments into legally constituted pension funds as described below. The Union agrees that the wage rates computed according to Appendix A of this Agreement will be reduced by an hourly equivalent of the contribution to the respective pension fund. Union classifications and amounts of contributions are made in accordance with Appendix B. These amounts may be adjusted at the effective date of future wager increases reflected in Appendix B. A report will be submitted monthly to each of the Union's pension funds showing the name of each employee represented and the amount to be credited to his account, DOE approval of pension plan trust agreements is required.

Contributions for Laborers will be mailed to the Laborers National Pension Fund.

Contributions for the Equipment Operators and Gas & Diesel Mechanics will be mailed to the Trustees for the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

Contributions for Painters will be mailed to the Trustees of the Brotherhood of Painters, Decorators, and Paperhangers of America Union and Industry National Pension Fund.

Contributions for Battery & Tire Servicemen, Tire Repairmen, Truck Drivers, and Warehousemen will be mailed to the Trustees of the Central States, Southeast and Southwest Area Pension Fund.

Section 2 The Company agrees to make payroll deductions for Union dues for employees provided the employee submits a legally executed payroll authorization deduction form. Forms are to be supplied by the employee's union.

Section 3 The Company will contribute to Union Apprenticeship Programs beginning March 1, 1997. Rates currently in effect will be constant throughout the term of the contract. These rates are listed in Appendix B. Payment will be based upon hours worked for employees in the specific craft, which have shown evidence of a bona fide, active apprentice program to include apprentice hours and working foreman hours. Hours for temporary employees are excluded and payment based on hours of regular employees will commence on the 91st day of employment of those regular employees. The only apprenticeship programs recognized are as follows: CRAFT - Operating Engineers; and Painters.

The Unions will provide proof to the Company of existence of a bona fide apprenticeship program for these crafts. The Unions will further provide proof or certification that current and future journeymen have completed an apprenticeship program. Only journeymen who have completed an apprenticeship program are eligible for inclusion in computation of hours worked for apprenticeship payments.

ARTICLE XXIII

TERM OF CONTRACT

Section 1 This Agreement becomes effective on 12:01 a.m. June 24, 2008 and shall continue in effect until midnight June 24, 2012, and shall automatically be renewed thereafter, from year to year, unless either party shall furnish written notice at least 60 days prior to the expiration date that it desires to terminate or amend this Agreement.

If notice to amend is give, such notice shall set forth the proposed amendments and the parties shall promptly meet to negotiate with respect to the proposed amendments. If an amended Agreement is not concluded by the scheduled expiration date, this Agreement shall continue provided, however, that either party may then terminate this Agreement upon sixty (60) days' written notice to the other party.

This Agreement shall be automatically terminated on the date DOE Contract No. DE-AC05-07OR23256 is completed or terminated.

Section 2 These articles constitute the complete Agreement between the parties and shall govern all work performed by the Company within the scope of its maintenance and service contract. No changes or amendments shall be made to this Agreement except by mutual consent in writing of the parties.

ARTICLE XXIV

CREDIT UNION DEDUCTIONS

The Company will, upon written notice by the employee, deduct amounts authorized from pay and remit same to the Y-12 Credit Union, located in Oak Ridge, Tennessee. Deductions will begin the pay period following receipt, by the payroll office, of written authorization.

ARTICLE XXV

401 (k) PROFIT SHARING DEDUCTIONS

The Company will, upon written notice by the employee, deduct amounts authorized from pay and remit same to the Company approved 401 (k) Profit Sharing Plan. Deductions will begin the pay period following receipt, by the payroll office, of written authorization based on employee eligibility requirements spelled out in the 401 (k) Profit Sharing Plan Agreement.

ARTICLE XXVI

REFERRAL OF EMPLOYEES

Section 1 When a craft employee is needed, the Company will inform the respective union(s) of the qualifications for the position and request they provide a qualified applicant.

Section 2 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.

Section 3 The Company retains the right to solicit and hire qualified personnel from any other source, provided the unions are unable to provide a qualified applicant within forty-eight (48) hours; emergencies, Saturdays, Sundays and holidays excluded.

Section 4 If the unions cannot provide an individual(s) within the time frame in Section 3 above, referrals requested for minority and women craft workers as required by the goals of the Company's Affirmative Action program, the Company may recruit and employ qualified applicants in order to meet the Affirmative Action goals.

Section 5 The Company retains the right to reject any applicant referred by the Union. The Company agrees to provide written justification to the Union for any applicant where the right to reject is exercised.

Section 6 Craft employees will be on probation status for 30 days.

Section 7 Craft employees who have 180 days of continuous service will be eligible for full benefits provided under this agreement.

ARTICLE XXVII

LABOR MANAGEMENT COORDINATION

Section 1 The Company and the unions will meet quarterly, or as necessary, to discuss priorities, strategies, changes, employee issues, employer concerns (production, safety, training, evaluation), problems and needs.

Section 2 The Company and the unions will provide a staff listing showing title, Contract staff, address, telephone(s), e-mail, and fax. The contact listing should identify individuals responsible for referrals, fringe benefits, grievances, project management steward, business agent, and any other individuals who make decisions concerning labor-management administration and operations.

Section 3 Quarterly meeting will be scheduled at a time and place mutually agreeable by the parties.

ARTICLE XXVIII

SENIORITY

Seniority shall be defined as that period dating from the employee's last date of hire by the Company. Company wide seniority shall be used when laying off employees resulting from reduction-in-force. Employees that transitioned under this contract will receive Company Service Credit for prior service with the former employers. New employees will not receive Company Service Credit that may have been established with any other company (s).

SIGNATURE SHEET

The parties hereby consummate the foregoing Agreement by the signatures of their duly authorized representatives on the 24th of June, 2008.

ENVIRONMENTAL, SAFETY & HEALTH, INC. (ES&H, INC.)
KNOXVILLE, TN 37932

S/ William P. Garibay, President

AMERICAN FEDERATION OF LABOR – C.I.O. KNOXVILLE BUILDING TRADES COUNCIL

S/ John M. Holliday

S/ Tony Dagley/Kevin Adkisson

S/ Jim Hamby

S/Ray Whitehead

APPENDIX A

WAGE RATE SCHEDULE
Effective: June 24, 2008

Equipment Operator Foreman $27.91
Equipment Operator, Heavy
(Cranes, Draglines, Scrapers, Shovels, Back Hoe,
High Lift, Motor Graders, and Trenching Machines) $27.06
Equipment Operator, Miscellaneous
(Bulldozers, Rollers, Blade Graders, Motor Driven Street Sweepers) $27.06
Gas & Diesel Mechanic Foreman $27.91
Gas & Diesel Mechanic $27.06

Apprentice Rates – Operating Engineers

1st Period	6 months	*50% of Journeyman
2nd Period	12 months	*60% of Journeyman
3rd Period	12 Months	*70% of Journeyman
4th Period	6 Months	*80% of Journeyman

*Based on the A Rate

Laborer Foreman $18.53
Laborer Foreman (Supervises Laborers, teamsters & Operating Engineers) $27.91
Laborer $17.73
Millwright Foreman $18.54
Painter Foreman $24.80
Painter $23.21
Tire Repairman $20.01
Truck Driver, Special
(Special Equipment – Winch Truck, Trailer Truck,
Tank Truck with auxiliary Pump, Sprinkler Truck,
Fuel Tank Truck, Low Boy (or Float) Trucks,
Ready Mix Concrete Trucks, Euclids, Dempsters $21.91
Truck Driver $21.91

NOTE: Above rates are after pension fund and other contributions.

APPENDIX B

PENSION, UNION DUES, ANNUITY AND APPRENTICESHIP CONTRIBUTIONS
TO
AGREEMENT BETWEEN
ENVIRONMENTAL, SAFETY & HEALTH, INC. (ES&H, INC.)
AND
A.F. OF L. – C.I.O

Represented by:
KNOXVILLE BUILDING AND CONSTRUCTION TRADES COUNCIL (KBCTC)

Effective: June 24, 2008

Classification	Pension	Administrative Fee	Union Dues	Apprenticeship
Equipment Operators	4.25 / hr	0.03	5.08 / hr	0.40
Mechanics	4.25 / hr	0.03	5.08 / hr	0.40
Laborers	2.00 / hr	----	6.35 / hr	---
Painters	3.50 / hr	0.05	---	0.45
Truck Drivers	91.80 / wk	----	55.00 / mo	---
Warehouser	91.80 / wk	----	55.00 / mo	---