

## MEMORANDUM OF AGREEMENT

*Between*

**LOCKHEED MARTIN ENERGY RESEARCH CORP.  
BECHTEL JACOBS COMPANY LLC**

*And*

**THE ATOMIC TRADES AND LABOR COUNCIL**

Lockheed Martin Energy Research Corp (LMER), Bechtel Jacobs Company LLC, and the Atomic Trades and Labor Council (ATLC) hereby agree to amend the existing collective bargaining agreement by and between Lockheed Martin Energy Research Corp and the ATLC, dated June 25, 1993, through June 22, 2001, and as adopted by Bechtel Jacobs Company LLC. It is understood that this amended agreement expires with the Company/Union contract on June 22, 2001.

Article V, Seniority, is amended by the addition of a new Section 13, which will read as follows:

**Section 13--Maintaining Seniority Between Employers.** The parties acknowledge that the incumbent ATLC employees performing work to be transitioned from LMER to Bechtel Jacobs Company LLC, will be the employees that transition to Bechtel Jacobs Company LLC and/or its subcontractors. Section 13 shall be limited to identified employees in affected classifications listed on the attachment to this agreement. Other or subsequent transitions, not specified, will be by volunteer or group seniority.

- a. Seniority of employees shall be determined from the date of entrance into a seniority group. LMER bargaining unit employees who transition to Bechtel Jacobs and/or its subcontractors will retain their position on the LMER seniority list. Transitioned employees will continue to accrue seniority when employed by Bechtel Jacobs and/or its subcontractors. It is further understood that LMER, Bechtel Jacobs Company LLC and/or its subcontractors, shall each maintain separate seniority lists for their respective employees, and shall jointly maintain one common seniority list for each seniority group, as shown in Appendix A of the Company/Union Contract. A new employee, at the end of his/her probationary period, shall be placed on such seniority list in the order in which they are hired by either employer/subcontractor. Employees hired on or after (date) may be displaced by a transitioned employee in their respective seniority group, but are not eligible under this provision to displace an LMER, BJC, or subcontractor employee. Transitioned employees must remain with their employer until they voluntarily quit, retire, are laid off, or terminated for cause. In the event of a layoff by LMER, Bechtel Jacobs Company LLC, or its subcontractors, employee(s) covered by this agreement may displace, if they so desire, the least senior employee(s) with another employer/subcontractor signatory to

this amendment in an equal, higher, or any lower rated job classification with the same seniority group. Should an employee(s) of LMER, Bechtel Jacobs Company LLC and/or its subcontractors be placed on RIF notice and cannot displace a less senior person in his/her seniority group, and no other surplus job classification vacancy exists for his/her respective employer or subcontractor, the parties agree Article V, Section 10, of the Company/Union Contract in its entirety shall apply collectively to an employee at either LMER, Bechtel Jacobs Company LLC and/or its subcontractors.

- b. 3161 Candidates. At transition or during the life of the subcontract, if shortages of qualified personnel exist, the subcontractor must consult with the ATLC concerning the availability of 3161 candidates.
- c. Bail Out Clause. The parties agree that should this addendum be made null and void, except through the collective bargaining process, then the bargaining unit employees who transitioned to Bechtel Jacobs Company LLC and/or its subcontractors shall have the option to displace if they so desire the least senior employee(s) in an equal, higher, or lower rated job classification within the same seniority group whose work they have the qualifications to perform, on the LMER seniority list.
- d. ATLC Work. Bechtel Jacobs Company LLC agrees that bargaining unit employees and work routinely and traditionally performed by the bargaining unit workforce at the ORNL Site, will continue to be performed by the ATLC bargaining unit workforce, when such work is transitioned from Bechtel Jacobs Company LLC to its subcontractors. It is further agreed, at no time will any such work be transitioned to third tier subcontractors.
- e. Bechtel Jacobs Company LLC/LMER Transfers. The Company agrees to give Bechtel Jacobs Company/LMER employees who are on RIF notice priority consideration prior to hiring from the outside. An employee transferring from Bechtel Jacobs Company/LMER to LMER/Bechtel Jacobs Company LLC into the classification that he or she occupied at Bechtel Jacobs Company LLC and reached the top rate will not be required to progress through the wage progression schedule.

ATOMIC TRADES AND LABOR COUNCIL

Carl Scarborough

ED Mee

2-19-99

DATE: \_\_\_\_\_

LOCKHEED MARTIN ENERGY RESEARCH

B.D. Watson

DATE: 2-16-99

BECHTEL JACOBS COMPANY LLC

[Signature]

DATE: 2/12/99

This Memorandum of Agreement is tentatively agreed to subject to final approval of the Atomic Trades and Labor Council, Lockheed Martin Energy Research, and Bechtel Jacobs Company LLC.

ATOMIC TRADES AND LABOR COUNCIL

Carl Scarborough

Henry Cook

DATE: 1-29-99

LOCKHEED MARTIN ENERGY RESEARCH

G.D. Watson

DATE: 1-29-99

BECHTEL JACOBS COMPANY LLC

[Signature]

DATE: 1/29/99

Carl Scarborough

Jim A. [Signature]  
718

W.E. Johnson #52

Henry Bowen Local 384

Gary Whitlog 760

E.L. Henley 1805

R.C. Gullis #33

C.L. Young 52

C.W. Hammond 718

Jim [Signature] 718

Aug Hughes 50

E.W. [Signature] 490

D.E. Woody 715

R.K. [Signature] 760

Deany K. [Signature] 760

John Wayne Cornett 760