

COLLECTIVE BARGAINING AGREEMENT

8-1-06 TO 7-31-09

between

BROOKHAVEN SCIENCE ASSOCIATES, LLC

BROOKHAVEN NATIONAL LABORATORY

and

LOCAL UNION 2230 of the

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

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Brookhaven National Laboratory,
Upton, New York**

This Contract is made and entered into as of July 31, 2006, by and between BROOKHAVEN SCIENCE ASSOCIATES, LLC, Brookhaven National Laboratory, Upton, New York, its successors and assigns, hereinafter called “the Laboratory,” and LOCAL UNION 2230 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter called “the Union.”

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ARTICLE I RECOGNITION

1.01 Union Recognition:

The Laboratory recognizes the Union certified by the National Labor Relations Board on November 19, 1948 (Case No. 2-RC-445), on March 28, 1969 (Case No. 29-RC-1181), and on January 8, 1979 (Case No. 29-RC-4407) as clarified on June 6, 1979 (Case No. 29-UC-125), and on June 20, 1986 (Case No. 29-RC-6624) as the exclusive bargaining agent of all the employees covered by this Contract for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment.

1.02 Laboratory Recognition:

The right to manage the Laboratory and to direct the working forces and operations of the Laboratory subject to the express limitations of this Agreement, is exclusively vested in, and retained by, the Laboratory.

1.03 Definition of Employees:

The term "employee" or "employees," as used in this Contract, shall include all employees of Plant Engineering, Central Shops, Procurement & Property Management, Firefighters, Photography and Graphic Arts section in Information Services Division, and Staff Services (other than Travel and Housing Offices), but shall not include confidential employees, professional employees, and supervisors on the monthly payroll.

1.04 No Discrimination:

There shall be no discrimination against, interference with, or intimidation or coercion of any employee by the Laboratory management including supervisors because of membership or nonmembership in the Union, and the Union likewise agrees that there shall be no discrimination against, interference with, or intimidation or coercion of any employee by the Union or any of its agents or members because of membership or nonmembership in the Union.

The provisions of this Contract shall apply to all employees covered by the Contract without discrimination in regard to race, creed, color, sex, handicap or national origin.

The parties hereby agree to comply with all applicable federal laws and executive orders pertaining to nondiscrimination and equal opportunity in employment, including all orders issued by the Office of Federal Contract Compliance. The parties recognize the legal requirement that the Laboratory, as a federal government contractor, have an affirmative action program which includes in its goals and objectives the recruitment, employment, training and upgrading of minority, handicapped and female employees.

ARTICLE II UNION SECURITY AND CHECKOFF

2.01 Union Security:

All employees covered by this Contract shall remain members of the Union for the duration of this Contract. All additional employees hired hereafter shall become members of the Union after a period of thirty (30) days. Every new employee shall undergo a trial period of ninety (90) days during which the Laboratory has the right to discharge the employee.

2.02 Withholding of Dues:

On each payday the Laboratory shall deduct from the pay of each employee who is a member of the Union and who has authorized such deduction, Union dues as are certified from time to time by the Union and are uniformly applicable.

The Laboratory shall also deduct, for each employee who has authorized such deduction, an initiation fee in the amount certified from time to time by the Union and is uniformly applicable.

Such individual authorizations shall be in writing on a form provided for the purpose and shall not be revocable for a period of two (2) years or until the expiration of this Contract, whichever is the shorter period.

The Union shall submit to the Laboratory signed authorizations from its members authorizing such deductions not later than fifteen (15) days prior to the first payday of the first month in which the deductions are to be effective.

All money so deducted by the Laboratory shall be transmitted monthly to the person designated by the Union to receive such money.

The President of the Union shall furnish the Laboratory a certificate showing the name and address of the duly authorized official of the Union to whom such money shall be transmitted.

If an employee, as described in this Article, shall fail to obtain and maintain membership in the Union as provided above, the Laboratory shall within thirty (30) days after receipt of written notice from the Union (the employee having been similarly notified) discharge such employee that fails to tender payment of initiation fees and/or dues within the thirty (30) day period.

The Union agrees to save the Laboratory harmless from any action or actions growing out of these deductions or failure to deduct, or discharge because of failure to tender initiation fees and/or dues commenced by any employee against the Laboratory.

The Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Union as provided above. Errors made by the Laboratory in the deductions and/or remittance of monies under the provisions of this Contract shall not be subject to grievance.

ARTICLE III WAGES AND JOB CLASSIFICATIONS

3.01 Wage Rates:

Effective on the dates as specified therein, the wage scales for labor grades as set forth in Appendix A and the wage scales for nonmanual classifications as set forth in Appendix C, the wage and salary scales as set forth in Appendix F, are established as the base rates for employees covered by this Contract. Those employees who have attained seven (7) years of seniority in a specific classification, shall receive an additional 45 cents per hour. Once an employee attains the aforementioned premium, any change in that employee's classification will not result in the loss of the premium. In determining who qualifies for the seven-year premium, lateral moves within the same Division and moves within the same Classification will be cumulative.

3.02 Job Classifications:

A schedule of existing classifications covered by this Contract is set forth in Appendices B, C, D, E, and F, and

made part of this Contract. In addition, the current Salary and Wage Manual as it pertains to job classifications in Appendices B, C, D, E, and F, including the introduction thereto, is hereby made a part of this Contract. It is recognized that, from time to time, changes will occur that may affect these classifications. The Union recognizes the fact that the Laboratory will continue to have work performed in an efficient and uninterrupted manner; such recognition of efficiency shall not be abused by the Laboratory.

The Laboratory accepts the fact that the existing classifications shall be respected and that work shall normally be performed within existing classifications. When it is not practical for the work to be performed within an existing classification, the new work assignment may continue while the Union and the Laboratory determine the new job classification and verify the accuracy of the job description, and a tentative labor grade may be assigned to the work by the Laboratory, pending final determination by the Job Analysis Committee. When changes in work necessitate changing an existing job description, the accuracy of the new job description will be determined and verified by the Union and the Laboratory.

It is understood that the job description covering the classification cannot practically include every duty performed by each employee but does include the major elements in each job.

It is understood that supervisory personnel will not normally perform work covered by the classifications listed in Appendices B and C, except in cases of emergency, or for purposes of instructing employees, testing of equipment, or diagnosing problems. "Emergency" as used herein is defined as "a sudden, generally unexpected occurrence or set of circumstances demanding immediate action or any occurrence threatening damage to person or property."

There may be presented to the Job Analysis Committee a claim that there has been a substantial change in the job content of an existing job necessitating a change in the labor grade to which such job is assigned. The Committee shall proceed to consider the claim in accordance with Section 3.03 below.

3.03 Job Analysis Committee:

The Job Analysis Committee shall consist of two (2)

representatives of the Union and two (2) representatives of the Laboratory, which either upon request of the Union or the Laboratory shall study and analyze any new job classification based on a job description placed before it. It shall be the obligation of the Job Analysis Committee to act fairly and with reasonable promptness on all matters before it, and to make certain that the employees (and their supervisors) directly concerned in any job study have adequate opportunity to have presented to the Job Analysis Committee any facts relevant to such job study. It shall be the obligation of the Job Analysis Committee to undertake to reach agreement on a labor grade for a new or changed job, consistent with existing labor grades of existing jobs within sixty (60) days of undertaking the study of such job and within such period to report to the Laboratory and the Union either its agreement with respect to the labor grade or that no agreement was reached. The two (2) Laboratory representatives shall vote as a unit and the two (2) Union representatives shall vote as a unit, and "agreement" as used herein means concurrence by both unit votes.

For those classifications impacted by the Craft Flexibility realignment, the Job Analysis Committee will only consider changes in work that take place subsequent to August 1, 2006 and are not changes in work related to the craft flexibility realignment. For all other classifications, the Job Analysis Committee may consider changes in job content having occurred in the four-year period immediately preceding the request for Job Analysis.

In the event no agreement is reached and the sixty (60) days have expired, the Committee will issue a report to the Labor Relations Manager and to the Union President. Any job analysis remaining in disagreement with respect to the labor grade may be submitted to arbitration in accordance with Step 4 of Section 12.01.

The Laboratory, upon written notice from the Job Analysis Committee of an agreement with respect to the study of any such job, shall, without delay, put such agreement into effect. If, as a result of the study, the new job is placed in a labor grade higher than the tentative labor grade previously assigned by the Laboratory, the wage rates of the higher labor grade shall be made retroactively effective to the date that the job

classification was established; however, the Job Analysis Committee may, by unanimous agreement, establish a later effective date.

If a change is made in the labor grade to which the job is assigned, the new wage rate shall be made retroactive to the date on which the question was raised.

The Union and the Laboratory shall each submit to the other the names of its representatives on the Job Analysis Committee. Representatives shall have the power to designate other persons to act for them in their absence.

3.04 Overscale Employees:

Employees now receiving a higher rate than the rate of pay for their classification as listed in Appendices A and C of this Contract shall suffer no reduction in that pay on account of this Contract. Such employees shall receive the rate of pay for their classification as listed in Appendices A and C or their present rate, whichever is greater.

3.05 Promotions:

Employees promoted to a position of higher pay shall be paid at least the minimum rate of such new position, and in no case less than the next higher rate in the new classification which is above the employee's present rate. If, at the time of promotion, an employee has already attained the skill and proficiency required for the effective discharge of all duties incident thereto, the employee shall be paid the going rate of the classification upon being promoted. This provision will not apply to an employee assigned to perform elements of a job in a higher classification, whenever such assignment is intended to provide for training of the employee in a higher skill. Such training assignments normally will be under the direction of an employee in a higher classification.

The above is not applicable to the apprenticeship training program.

3.06 Temporary Assignments:

Employees may be assigned temporarily to another position in the same or lower labor grade without changing their classification. Every reasonable effort will be made to assign such work as equitably as possible.

ARTICLE IV HOURS OF WORK

4.01 Workweek:

The workweek shall consist of the period from Sunday midnight to the following Sunday midnight. The normal work schedule of an employee shall consist of five (5) eight-hour days. If employees are assigned by the Laboratory to a schedule in which the employees' days off in any workweek are not consecutive, the employees will be paid for all work performed on the day immediately preceding the second nonscheduled day at time and one-half (1½) plus applicable shift premium, if any. This shall not apply to any work schedule in which the scheduled days off are consecutive, even though the days off may not occur within the same Laboratory workweek.

4.02 Workday:

The regular workday, wherever practical, shall be established so as to commence at 8:30 a.m. and terminate at 5:00 p.m., each such workday to be within a period of eight and a half (8½) consecutive hours, allowing for a half (½) hour unpaid lunch period. Wherever practical, rotating shifts will be scheduled to commence at 8:00 a.m., 4:00 p.m., and midnight.

4.03 Notice of Change in Schedule:

When schedules of work (including workdays) are changed by the Laboratory, the employees affected and the Union shall be given such reasonable notice as circumstances permit and, if the Union desires, discussion shall be had with the Union regarding the change prior to its being put into effect by the Laboratory.

Two (2) weeks' posted notice shall, under normal circumstances, be deemed reasonable. (Changes in master rotating shift schedules shall be discussed with the Union prior to being put into effect.)

In the event two (2) weeks' posted notice is not given in a case where the schedule change was scheduled sufficiently in advance that the supervisor could have given two (2) weeks' posted notice but failed to do so, the employee whose schedule was changed shall receive a premium of four (4) hours' pay at his regular base rate. This premium is a single payment regardless of the number of days worked on the changed schedule and

shall not be counted as earned pay in computing shift premium, if any, for such work.

If a schedule change involves a change in an employee's days off, and if the change was not announced before the start of the workweek in which the change becomes effective, the employee's original days off shall be deemed unchanged for the purposes of computing premium pay under Section 4.04 for work on such days.

4.04 Overtime Hours:

All hours worked in excess of eight (8) hours and up to sixteen (16) hours in any one period of twenty-four (24) consecutive hours from the time an employee first starts working in that period, or in excess of forty (40) hours in any workweek, shall be paid at the rate of one and one-half (1½) times the employee's regular base rate. All hours worked in excess of sixteen (16) hours in any one period of twenty-four (24) consecutive hours from the time an employee first starts working in that period shall be paid at the rate of two (2) times the employee's regular base rate. All consecutive hours worked in excess of sixteen (16) consecutive hours shall be paid at the rate of two (2) times the employee's regular base rate. Employees working a regular Monday through Friday schedule will be paid overtime at the rate of one and one-half (1½) times their base rate for all hours worked on Saturday, and two (2) times their base rate for all hours worked on Sunday. Employees assigned to a scheduled workshift which normally includes Saturday or Sunday will be paid overtime at the rate of one and one-half (1½) times their base rate for all hours worked by them on their first scheduled nonworkday in the workweek and two (2) times their base rate for all hours worked by them on their second scheduled nonworkday in the workweek.

An employee who has worked a continuous period of sixteen (16) hours or more shall be entitled to an eight (8)-hour rest period before returning to work. If this eight (8)-hour period extends into the employee's regular work schedule, the employee shall be paid at straight time for the hours extending into the employee's regular work schedule.

4.05 Reporting Allowance:

All employees who report for work and who are pre-

vented from working by conditions beyond their control, and who have not previously been notified not to report, shall be allowed pay at their regular base rates for a minimum of four (4) hours at such rates.

4.06 Call-In and Short Notice Schedule Change:

Employees called in on less than thirty-six (36) hours' notice to work three (3) or more hours before the start of their regular scheduled workday or required to work on their scheduled nonworkday shall be paid for (4) hours' pay at their regular base rate or the regular overtime pay for the call-in hours actually worked, whichever is greater. Employees called in on less than thirty-six (36) hours' notice to work starting less than three (3) hours before the start of their scheduled workday shall be paid at the overtime rate for the total time between the start of the call-in work and the start of their scheduled workdays.

Employees notified on less than thirty-six (36) hours' notice of a change in the time of their regular workday, will be considered on a short-notice schedule change. Hours actually worked during any part of the thirty-six (36) hour period that fall outside the originally scheduled workday shall be paid for at regular overtime rates.

As used in this section only, "hours actually worked" and "total time" include travel time to and from work; however, if call-in work on less than thirty-six (36) hours' notice extends into the regular workday, only the time spent traveling to work will be included as "hours actually worked" and the time required in such instances to return home will not be included. A minimum travel time allowance shall be one-half (½) hour.

4.07 Premium Shift Hours:

No shift premium will be paid for hours worked between 8 a.m. and 4 p.m., a shift premium of fifteen percent (15%) of earned pay will be paid for hours worked between 4 p.m. and midnight, and a shift premium of fifteen percent (15%) of earned pay will be paid for hours worked between midnight and 8 a.m. provided however that:

- a. In the case of employees scheduled to work between the hours of 8 a.m. to 5 p.m, the hour from 4 to 5 p.m. is part of the regular day schedule and will not receive any shift premium.

- b. The shift premium payable to an employee for four (4) hours or less of overtime which immediately follows the employee's regularly scheduled work shall be the same as the shift premium, if any, paid to the employee for such regularly scheduled work; this exception (b) shall not apply if more than four (4) hours of such overtime work is performed.
- c. The applicable shift premium will be added to the regular base rate in computing holiday pay for employees required to work on a holiday for those hours actually worked on the holiday which are paid at shift premium rates.
- d. The shift premium will be paid only for hours actually worked. When employees scheduled for premium shift hours are paid for time not worked, such as a holiday or authorized absence charged to vacation or sick leave, they will be paid at their regular base rate and the shift premium will not be added.

4.08 Application of Premium Time:

When work is performed under the conditions of two (2) or more provisions of this Contract, each calling for a premium rate of pay, the maximum applicable premium shall be paid. Hours compensated at a premium rate under one provision of the Contract shall not again be counted as hours worked in determining pay under the same or any other provision of this Contract. The only exception to this rule is the payment practice of overtime at two (2) times the employee's base rate for all hours worked over sixteen (16) in a twenty-four (24) hour period, and all consecutive hours worked in excess of sixteen (16) consecutive hours.

4.09 Distribution of Overtime Hours:

The Laboratory reserves the right to require overtime work of employees and agrees that overtime work will be divided as equitably as practical within classifications within a Division. The Union and Laboratory Overtime Committees, by mutual agreement, can make an exception where a valid problem exists with overtime within an organizational unit.

Overtime distribution lists will be posted in a place available to the employees involved and, unless otherwise mutually agreed upon by the Laboratory and a major-

ity of the employees in the organizational unit or units affected, will be kept in accordance with the following: 1) each employee working overtime shall be charged with the number of hours paid; 2) employees permitted to decline overtime shall be charged with the number of hours they would have been paid if they had worked (unless their inability to accept a particular overtime assignment results from their lack of transportation to their home); 3) a new employee in a classification shall be charged with overtime equal to the average of that employee's classification; 4) the overtime distribution lists shall be adjusted each January by subtracting from the number of hours charged to each employee an amount at least equal to that charged to the employee with the lowest amount of overtime on the list; 5) an employee who returns to work after an absence of more than four (4) consecutive calendar weeks shall be charged with overtime so that the employee's accrued overtime shall be at least equal to that of the employee with the lowest accrued overtime in the classification. In the event the employee has accrued overtime greater than the employee with the lowest accrued overtime in the classification no adjustment shall be made.

A joint committee consisting of two (2) representatives of the Union and two (2) representatives of the Laboratory shall be established to review overtime distribution.

4.10 Holdover Guarantee:

When employees are required to work beyond their scheduled hours, the Laboratory guarantees a minimum of one (1) hour's pay at their base rate provided tardiness of another employee is not the reason for the overtime.

4.11 Overtime Meal Period:

Employees working more than ten (10) consecutive hours shall be allowed a thirty (30)-minute paid meal period. If, due to operational requirements, an employee is prohibited from taking the full thirty (30)-minute meal period, the lost meal time shall be considered additional time worked. In either case, the thirty (30) minutes will be considered time worked for the purpose of computing overtime and shift premium pay.

4.12 Period of Emergency Operational Status:

When the Laboratory declares a period of emergency,

employees excused from performing or completing their regular work schedules will suffer no deduction in base pay for those hours worked that fall within their regular schedule and within the emergency period.

Employees required to work during the emergency period will receive, in addition to regular pay, straight-time pay for all hours worked during the emergency period. Employees who report during the emergency period and not required to work receive no additional pay.

However, when the Laboratory excuses the lateness of certain employees or permits certain employees to leave before the end of their scheduled work period without loss in pay, but does not declare a period of emergency, employees working during the excused periods shall not be entitled to emergency pay.

4.13 Saturday and Sunday Premium:

Employees who are required to perform work on a Saturday or Sunday at straight-time rates will be paid a premium equal to one (1) hour's pay at their regular base rate for all work performed on a Saturday and a like premium for all work performed on a Sunday.

4.14 Overtime Pay—6 to 2 Schedule:

The following exemptions to overtime will apply to employees assigned to the "6 to 2" schedule:

- a. Time and one-half ($1\frac{1}{2}$) the base rate only will be paid for all overtime hours worked which are scheduled overtime hours in the master rotating shift schedule.
- b. If an employee works both Monday and Sunday in a week in which the master schedule requires a Tuesday through Sunday assignment, the employee will receive time and one-half ($1\frac{1}{2}$) the base rate for all hours worked on Monday and two (2) times the base rate for all hours worked on Sunday of that week.

4.15 Shift Overlap:

Refrigeration and Air Conditioning Engineers, Stationary Engineers and Telephone Operators who relieve another shift employee, will be paid shift overlap in accordance with the present practice. The time allowed will be twenty (20) minutes.

4.16 Clean Up Premium:

For performing duties outside of the scope of those normally associated with a trade, the Laboratory will pay a 10% premium for employees, who are "HAZ-WOPPER" trained, for all hours worked (minimum of 4 hours) in the performance of environmental clean up duties when such clean up work requires Haz-Wopper trained personnel wearing "level C" or greater personal, protective equipment. If during the first six months of the agreement, there are a significant number of disputes over what types of work are "environmental clean up duties," the 10% premium will be paid only for activities requiring "level B" or greater personal, protective gear. If the parties cannot agree as to whether or not a "significant number" of disputes occurred, this could be submitted to Federal Mediation for a binding decision. For purposes of clarification only, the following are examples of the types of work for which the 10% premium would not be applicable because they are not indicative of environmental clean up duties.

This list is illustrative and is not meant to be all-inclusive:

- a) spray painting with epoxy paints
- b) boiler water washing
- c) pesticide/insecticide application
- d) duct cleaning/painting
- e) scarifying concrete with surface contamination

ARTICLE V HOLIDAYS

5.01 Designated Holidays:

The following days shall be stated holidays:

New Year's Day	Veterans' Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

In addition, a half holiday shall be observed for each employee consisting of the last four (4) hours of the employee's regularly scheduled work preceding Christmas.

Additional holidays, amounting to two (2) working days, will be determined by the Laboratory and an-

nounced during January of each calendar year. Prior to determining the additional holidays, the Laboratory will give consideration to a statement from the Union as to the preference of its members.

5.02 Applicable Rules:

- a. Should any of the above holidays fall on a Saturday, the previous Friday shall be considered and observed as the holiday. Should any of the above holidays fall on a Sunday, the following Monday shall be considered and observed as the holiday.
- b. Employees who are not assigned to work on a holiday considered and observed under this Contract shall be allowed eight (8) hours' pay at their regular base rate, providing the holiday occurs on their regularly scheduled workday.
- c. Shift employees whose regularly scheduled day off falls on a holiday considered and observed under this Contract shall be allowed eight (8) hours' time off at their base rate on some other day.
- d. Employees who are required to work on a holiday considered and observed under this Contract shall be paid eight (8) hours' holiday pay at their base rate and, in addition, one and one-half (1½) times their base rate for hours worked on holidays up to eight (8) hours. After eight (8) hours' work on a holiday, employees will be paid two and one-half (2½) times their base rate.
- e. Holiday pay shall not be paid to employees who have agreed to work on a holiday but are absent on unauthorized leave, nor to employees who are absent on unauthorized leave from their scheduled work on the day immediately preceding or succeeding such a holiday.
- f. When employees are sick on a holiday on which they are assigned to work, they shall not be allowed holiday pay. They shall be allowed sick leave due to them instead, provided they have notified the Laboratory as soon as practicable of their inability to report for work.
- g. Paragraphs (a), (b) and (c), and the last sentence of paragraph (d), are not applicable to the half-holiday preceding Christmas. The reference in paragraph (d) to eight (8) hours shall read four (4) hours when applied to the half-holiday preceding Christmas.

ARTICLE VI VACATIONS

6.01 Duration:

For purposes of this article, seniority for vacation is defined as the effective date on which an employee becomes eligible for vacation benefits. Employees with less than five (5) years of seniority are entitled to vacation credit which will accrue at the rate of one (1) working day for each full month of service. Employees with five (5) or more but less than ten (10) years of Laboratory seniority are entitled to vacation credit which will accrue at the rate of one and one-quarter ($1\frac{1}{4}$) working days for each full month of service after the fifth (5th) anniversary of their employment. Employees with ten (10) or more but less than fifteen (15) years of Laboratory seniority are entitled to vacation credit which will accrue at the rate of one and one-half ($1\frac{1}{2}$) working days for each full month of service after the tenth (10th) anniversary of their employment. In addition to the vacation credit so accrued, employees shall be given three (3) days' vacation credit upon completing their tenth (10th) year of Laboratory seniority. Employees with fifteen (15) or more years of Laboratory seniority are entitled to vacation credit which will accrue at the rate of two (2) working days for each full month of service after the fifteenth (15th) anniversary of their employment.

A month of service shall be computed from the most recent effective date of employment (or, as the case may be, the anniversary thereof), not the calendar month. If an employee is rehired, previous periods of three (3) or more years' continuous service will be counted in computing the vacation accrual rate. In computing accrued vacation credit, periods of less than one (1) full month of service will not be counted. Unauthorized absence in excess of five (5) working days or absence without pay in excess of fifteen (15) calendar days will be considered as interruptions of such full-time service. Authorized absences are those approved by a supervisor in advance of the absence. An absence not approved in advance may be approved by a supervisor after the absence has occurred provided that application for approval is made as soon as possible. Authorized absences other than sick leave and leave without pay are chargeable to vacation credit already earned. If there is no earned

vacation credit, authorized absences will be considered as absences without pay. The minimum charge against accrued vacation credit is one (1) hour. A charge against accrued vacation credit of one (1) hour will be made for all absences with pay of one (1) hour or less.

Every reasonable effort will be made to approve or disapprove each application for authorized absence within forty-eight (48) hours following request thereof.

Employees may also take accrued but unused vacation credit to extend their vacation period and/or they may take additional vacation without pay without charge to vacation credit and without prejudice of twelve (12) days in the case of an employee with less than five (5) years of Laboratory seniority, nine (9) days in the case of an employee with five (5) or more years but less than ten (10) years of Laboratory seniority, six (6) days in the case of an employee with ten (10) or more years but less than fifteen (15) years of Laboratory seniority, and three (3) days in the case of an employee with fifteen (15) or more years but less than twenty (20) years of Laboratory seniority.

6.02 Selection of Vacation:

The Laboratory will schedule vacations giving effect to the request of individual employees (if received on or before April 15) and giving preference to the request of the employees with the longest length of service in the bargaining unit. No employee shall be required to take a vacation consisting of more than two (2) periods of five (5) consecutive vacation days each in any calendar year, and employees with less than five (5) years' Laboratory seniority shall not be required to take a vacation consisting of more than five (5) consecutive vacation days. All vacations are subject to the work schedule of the Laboratory, with the exception of two (2) personal, vacation days in each year of the contract as defined in the following paragraph.

An employee may opt to take up to two (2) vacation days for the purpose of attending to personal business which must be conducted during normal working hours. These are not additional days above and beyond the normal accruals. These days must be noted as personal vacation in the comments section of the time card. These days can either be prearranged or called in by the employee on less than 48 hours notice. The Laboratory may not

deny granting these days in the absence of compelling reasons such as safety, emergencies or meeting required staffing levels.

6.03 Accumulation of Vacation Credits:

Effective September 17 of each year, the maximum number of unused days of vacation credit that may be carried over into the following fiscal year is thirty-one (31) working days. However, in no event shall employees lose such vacation credit if the employees are prevented by the Laboratory from taking their vacation by request to work or any other action, provided that employees have requested sufficient vacation prior to April 15 to prevent their having more than thirty-one (31) days accumulated by the end of September, and have a vacation scheduled during the month of September, shall not lose days in excess of thirty-one (31) if they are prevented from starting vacation due to protracted illness [eighteen (18) calendar days].

Any vacation accrued and unused by an employee during the period of September 17 through September 30 will be carried over into the next fiscal year.

6.04 Payment:

Upon termination of employment, unused vacation credit standing in the name of an employee at that time shall be paid to such employee or, in the event of termination of employment by death, to the employee's spouse or estate.

6.05 Disability on Vacation:

If employees are hospitalized or equivalently incapacitated by illness or injury while on vacation, their absence from work during the period of hospitalization shall be charged against their accrued sick leave credit and not against vacation credit.

ARTICLE VII SICK LEAVE

7.01 Policy and Application:

Absence for nonoccupational and occupational sickness or injury may be charged to sick leave credit, as defined in this Article. It is understood that a good attendance record is required. In determining what constitutes a

poor attendance record, particular attention will be given to such factors as the number of separate occasions an employee is absent during the year, the reasons given for such absences, the duration of each occasion, the number of absences taken adjacent to weekends and holidays, and the total annual usage over a three-year period, provided the employee has accumulated three years' service.

7.02 Accumulation of Sick Leave:

Full-time employees are granted one and one quarter days of sick leave credit on the first day of each month subsequent to their employment, up to a maximum sick leave credit of one hundred eight (108) days at the end of any payroll reporting period.

On December 1 all sick leave unused and accrued in the preceding twelve (12) months in excess of one hundred eight (108) days will be reduced to 108 days. An employee whose sick leave credit is so reduced will be paid for the lost credit at the rate of one day's pay for each four (4) days of credit. Payment will be made the week following the end of the second payroll period in December.

In addition to the foregoing, an employee who terminates employment and meets the criteria for receiving retiree medical benefits shall be paid for all sick leave credit in excess of 108 days at the rate of one day's pay for each four (4) days of credit. Such payment will be made as part of the employee's final paycheck.

7.03 Protracted Illness:

If an employee's illness extends over a continuous period in excess of eighteen (18) days and of the employee's accumulated sick leave, if any, the Laboratory shall grant the employee such additional sick leave with pay as may be necessitated by such illness up to a maximum of twelve (12) days in any calendar year.

7.04 Compensation Awards and Sick Leave:

Absences resulting from work-incurred sickness or injury may be charged against sick leave credit at the rate of one day per each day of absence. Employees who fully exhaust their sick leave accruals will be paid at the workers' compensation insurance rate by the Laboratory's Workers' Compensation insurance carrier.

Any subsequent Workers' Compensation reimbursement to the Laboratory for wages will be credited to the employee's sick leave accruals to the extent of the reimbursement.

The decision as to whether or not absences are covered by this Section will be based upon Workers' Compensation Board rulings, except that such decisions will be made by the Laboratory in the absence of or pending such rulings.

In lieu of the above, employees may elect to receive statutory benefits (with applicable waiting periods) under New York State Workers' Compensation Law.

7.05 Medical Certificate:

A certificate from a competent medical authority may be required for absences of three (3) working days or more.

7.06 Application of Sick Leave Charges:

The minimum charge against accrued sick leave is one (1) hour. A charge against accrued sick leave of one (1) hour will be made for any absence of one (1) hour or less, chargeable to sick leave with pay. However, an employee sent home by the Laboratory will not be charged sick leave for the balance of the half day (four-hour period) in which the absence starts.

7.07 Notice:

No sick leave payment will be made to any employees who fail to personally notify or give notice through a member of their household to the supervisor on duty of their absence on sick leave (unless sufficient cause is shown for such failure) before 9 a.m. of each day of illness or injury in the case of a regular day employee or at least one (1) hour prior to reporting time on each day of illness or injury in the case of an employee assigned to a rotating shift or on special overtime assignment. Due notice of absence for a stated period of time shall constitute notice of absence on each day within such stated period.

7.08 Dental and Medical Visits:

Not more than eight (8) hours of absences may be taken each calendar year for the purpose of visiting a doctor or dentist, provided it is not possible to arrange such

visit outside of regular working hours and if taken at a time convenient to the Laboratory. A minimum of one hour and a maximum of eight hours may be taken for each absence. No charge against sick leave or vacation credit will be made for such absences.

It is understood that this Article has no application to a visit not wholly related to personal health, such as a physical examination for life insurance.

7.09 Nonpayment:

A terminating employee will not be paid for unused sick leave standing in the employee's account at termination of employment.

7.10 Supplemental Payments:

Supplemental payments are made to each full-time employee during an absence due to a disability covered by the New York State Disability Benefits Law in accordance with the following:

- a. When an employee has received covered Sick Leave Pay (sick leave payments for absences due to disabilities other than those which are work-incurred) for eight (8) or more weeks during the preceding fifty-two (52) weeks, no supplemental payments are made.
- b. When the employee has received Covered Sick Leave Pay for fewer than eight (8) weeks but for one (1) week or more during the preceding fifty-two (52) weeks and the employee's sick leave credit is exhausted, supplemental payments at the rate required by the New York State Disability Benefits Law are made for the number of weeks required to bring the combined total of Covered Sick Leave Pay and weeks of supplemental pay to thirteen (13).
- c. When an employee has not received Covered Sick Leave Pay for at least five (5) working days during the preceding fifty-two (52) weeks and has no sick leave credit, the employee receives advance (to be offset against the employee's future accrual of sick leave credit, if any) of as many additional days of fully paid sick leave credit as may be necessary to bring the total of such Covered Sick Leave Pay to five (5) working days and thereafter shall be entitled to receive the supplemental payments described in subparagraph (b) above.

7.11 Sick Family Member:

In addition to absences for occupational and non-occupational sickness, an employee with a sufficient sick leave accrual may charge up to either 5 days or 5 occasions (8 hours or less) to Sick Family Member. For purposes of this article, a family member is defined as a spouse, parent or dependent child. Should abuse be suspected, the Laboratory may require a medical certification or other acceptable documentation as to the reason for the absence. Absences will be charged to the employee's sick leave balance and will be treated as sick time in administering disciplinary action or the perfect attendance program.

ARTICLE VIII AUTHORIZED ABSENCE WITH PAY

8.01 Death Leave:

Employees without charge to sick leave or vacation credit (even though they are at the time absent for sickness or on vacation) will be allowed up to three (3) days with pay at their regular base rate for death in the immediate family—death of wife, husband, father, mother, brother, sister, son, daughter, grandparents, mother-in-law, father-in-law, stepmother, stepfather, stepsister, stepbrother, or any other family member residing in the household of the employee, and will be allowed one (1) day of absence with pay at their regular base rate to attend the bereavement service of any family member other than the immediate family defined above, provided in each case that notice of the employee's requirement for death leave be given as soon as reasonably possible.

8.02 Selective Service Procedure:

Employees will be granted leave without loss of pay or charge to vacation credit in order to participate in procedures required by the Selective Service system prior to induction into the Armed Forces.

8.03 Military Leave:

Employees will be granted military leave not to exceed two (2) calendar weeks per year without loss of pay or charge to vacation credit for active training duty in the Armed Forces Reserves of the United States. Pay allowed

for such leave will not exceed the difference between the employee's regular base rate for the period of leave and their military pay (not including allowances or Saturday and Sunday pay) for the same period. A copy of the employee's active duty orders and military pay statement will be required to enable the employee to be eligible for this paid absence.

8.04 Jury Duty:

Employees will be granted time off without loss of pay or charge to vacation credit for required jury duty. A certification of the days so served, from the Court Clerk or Officer, will be required to enable the employee to be eligible for this paid absence.

8.05 Volunteer Firefighters:

Subject to the work schedule of the Laboratory, an employee will be granted time off without loss of pay or charge to vacation credit when requested by the employee's local fire chief to participate in Signal One fire fighting duties.

ARTICLE IX INSURANCE, RETIREMENT AND OTHER BENEFITS

9.01 Employee Welfare:

The Laboratory presently has in effect benefit plans covering hospital and surgical, major medical, dental, life and disability income insurance, and a retirement plan. The Laboratory agrees that these plans, including the schedule of employee contributions, shall be maintained during the term of this Contract. The Laboratory may modify life and long term disability benefit programs for employees age 65 and over so long as such modifications are in conformance with the Age Discrimination in Employment Act as amended.

The Laboratory and the Union have accepted the TIAA option that provides its policyholders with the choice of a cash refund at the time of retirement, but not prior to age 55, and not in excess of twenty-five percent (25%) of the total cash accumulation. However, it is understood that the Laboratory will not be restricted to the twenty-five percent (25%) limitation in the event TIAA offers an option in excess of twenty-five percent (25%).

In the event a successor contractor is unable by law,

to offer identical plans to those noted above, plans of equal or greater benefit will be provided to employees covered under this agreement.

9.02 Benefit Plans Changes:

If, during the term of this agreement, any changes are made in the benefits for wage employees under the hospital, surgical, major medical, dental, life or disability income insurance, or under the retirement, vacation or holiday plans, these changes will be offered by the Laboratory to the employees covered by this Agreement.

9.03 Payment on Retirement:

Employees retiring with a minimum of five (5) years continuous service immediately preceding retirement and being at least fifty-five (55) years of age with a combination of age and service totalling seventy (70), shall be paid ten (10) days' pay at their base rate.

9.04 Temporary Employees:

The Laboratory may hire employees for a limited duration of less than six months to perform a specific job or fill a specific vacancy. The Laboratory may also hire Summer Students to fill summer requirements in Labor Grades 1 through 3, provided, however, that no Summer Student be hired into non-entry level positions until such positions have been offered to then current Laboratory employees. Summer replacement jobs may not be offered while employees in the particular classification have recall rights. This time period may be extended by mutual agreement of the Laboratory and the Union. These temporary employees shall be excluded from vacation and sick leave benefits, specified in Sections 6.01, 7.02, 7.03, 7.08; the severance pay in Section 9.05; authorized absence with pay in Sections 8.02, 8.03, and 8.04; and from the insurance and retirement plans specified in Section 9.01. In lieu thereof, temporary employees shall be given sick leave credit at the rate of one and a quarter (1¼) days for each full month of employment. In the event a temporary employee is retained for more than six (6) months, such employee becomes a term employee, as described in the following paragraphs.

In addition to the above, the Laboratory may hire term employees for a specified period. These term employees shall receive the same benefits as all other

regular employees, except those term employees hired after August 1, 2000, who will have recall rights for a period of six (6) months. Furthermore, it is understood that term employees are not entitled to severance pay. An employee who has a term of six months or more will receive one week termination pay at the conclusion of the employee's term. The only circumstance under which term employees may receive Laboratory severance pay is if employees, through no fault of their own, do not complete the term for which they were hired. Seniority and the associated right of recall shall be given at the time the employee has attained three months of continuous service. Upon attaining more than three months of service, the employee shall be granted three months of seniority.

The Laboratory may hire employees for a specific term when the classification is below the floor numbers, provided there is no one on layoff status within that classification. The Laboratory will provide justification to the Union for not hiring a regular employee. Employees may be hired for terms as the Laboratory needs. However, after working as a term employee for twenty-four cumulative months the employee shall become a regular employee. In determining cumulative service, a break in service of 12 months or greater will erase past service. In addition, a temporary employee who becomes a term employee will be given credit for temporary service, provided that there was not a 12 month break in service.

Layoff of employees hired for a term of twenty-four months or less (including temporary employees) shall not invoke the subcontracting provisions of Exhibit B.

9.05 Severance Pay:

All employees laid off due to a reduction in force shall receive severance pay at the time of termination according to the following formula, with a maximum allowance of 39 weeks' base pay:

Years of Service Severance Payment

- First 10 years: 1 week for each year.
- Over 10 years through 15 years: 1.5 weeks for each year over 10.
- Over 15 years: 2 weeks for each year over 15

Employees with less than one year of service are credited with a full year's service. For the final year of employment, service is computed in quarterly incre-

ments with a full quarter's credit given for any fraction of a quarter attained. Continuous service (defined as employment unbroken by termination) will be reduced by time spent on Leave of Absence, or in an employment category ineligible for severance pay benefits.

Under this policy, severance pay may not be granted twice for the same period of service. An employee who was previously laid off with severance pay will, therefore, be allowed, on a second layoff, severance pay based only on that portion of service not included in the first calculation.

In the event that Brookhaven Science Associates, LLC, is replaced as the Department of Energy's Prime Contractor at Brookhaven National Laboratory, severance allowance shall be paid to employees in accordance with this Section except that no severance allowance shall be paid to employees who continue this work, without lost time as employees of such new Prime Contractor, where the new Prime Contractor assumes the employer's obligation under this Contract.

9.06 Continuation of Privileges:

Subject to the work schedule and according to the practice that has been established in each shop, office or group, the Laboratory will continue to allow employees reasonable time off without loss of pay for: preparation and wash-up periods, cashing of paychecks, and two (2) coffee breaks per day. Employees required to work beyond the normal eight (8) hour day and employees required to work during emergency periods (such as snow removal) shall be allowed reasonable coffee breaks and meal periods.

Also, in accordance with established practice in each shop, office or group, employees will be provided with suitable places for eating, dressing rooms, lockers, showers, and wash-up facilities. Further, employees shall be allowed to participate in the Laboratory's Tuition Refund Plan and make limited use of the telephone for personal calls.

This Section is not intended to require any changes in practice, but is intended to ensure the continuation of the foregoing privileges as they are presently enjoyed.

9.07 Supply of Tools:

The Laboratory shall make available tools required by employees to discharge their duties on a particular job.

The Laboratory shall replace any tools that employees are required to provide on their jobs with replacements of equal quality if they are broken or become contaminated while used in Laboratory work.

ARTICLE X SENIORITY

10.01 New and Present Employees:

New employees shall be hired for a probationary period of three (3) months, but if retained beyond that period their seniority shall accrue from the most recent date of their employment. Notwithstanding the provisions of Section 10.02, the seniority of present employees shall be recognized in accordance with the seniority list of December 31 of the preceding year.

10.02 Definitions—As used herein:

“Laboratory seniority” shall mean the length of continuous service of an employee with the Laboratory; “classification seniority” shall mean the length of continuous service of an employee in a particular job classification; the “length of continuous service of an employee” for seniority purposes shall not be deemed to be affected or broken by:

- a. time spent in active military, naval, marine or related service of the United States or the State of New York, or under leave of absence granted for active training service;
- b. absence authorized by other sections of this Contract;
- c. leave of absence without pay as provided in Section 11.02.

Under any of the circumstances stated in (d) or (e) below, the time during which an employee was on layoff or on leave shall not be counted as part of the employee’s period of continuous service; however, the employee’s continuous service record in other respects shall be deemed to be unbroken and unaffected from and after the date the employee has been returned to active employment.

- d. being laid off for lack of work or for reasons in no way the fault of the employee, if the employee is reinstated to active employment within a period of fifty-two (52) weeks;

- e. the President, Vice President and Business Manager being absent from work for the term of the Contract by reason of their full-time employment as officers or agents of the Union.

10.03 Application:

The application of seniority shall be as follows:

- a. Termination: In the event of a layoff in any job classification employees in such job classification shall be laid off in accordance with classification seniority, junior employees to be laid off first.
- b. Displacement: Employees who are laid off or displaced from jobs as a result of a layoff may use their Laboratory seniority to displace employees with less Laboratory seniority in job classifications they previously held provided they are qualified and able to perform the work. They will be given two weeks' notice of the impending change and will maintain their current rate for a two-week period after assuming the new classification. The right to displace employees of junior Laboratory seniority is limited in descending order to the first job in which the laid off or displaced employee has sufficient Laboratory seniority to displace the employee in the classification with the least Laboratory seniority.

Vacancies in the job classification of an employee who has been laid off shall be filled in reverse order of layoff.

- c. Promotion: In the case of a vacancy, qualified employees may apply for the same. Qualifications being equal, seniority shall prevail. The employee best qualified shall be promoted, provided the employee is capable of performing the duties of said job. The Union shall be given advance notice of the existence of a vacancy, and shall in every case be given prompt notice of the name of the person promoted.

An employee who is promoted shall be given a reasonable qualifying period in which it shall be determined whether or not he can meet the job requirements.

Should the Laboratory select a junior employee when making a promotion, the Laboratory shall give seven (7) days advance notice to the Union, setting forth its reason for its decision. Thereupon,

the Union may, within the aforesaid seven (7) days, grieve the decision of the Laboratory; and, pending the disposition of the grievance, all such promotions and reassignments shall be considered temporary.

- d. Transfer: In the event that it becomes necessary to transfer an employee from one job classification to another, the employee having the junior classification seniority shall be the first to be transferred whenever practical unless a qualified employee with greater classification seniority requests and accepts the transfer.
- e. If a majority of the employees concerned are in favor of a rotating shift, such a shift shall be established. In the selection of schedules and shifts each employee concerned shall be given preference in accordance with classification seniority. The employees concerned shall have the right to exercise such seniority once each year on a date determined by the Laboratory. Such a date shall be within the month of January each year.
- f. Rehiring: In the case of rehiring, the last employee laid off from the job classification being filled shall be the first to be recalled, provided the employee is qualified and able to perform the work. Persons being recalled to work after layoff, if due to reduction in force, shall be notified by certified mail, return receipt requested, signature checked. A copy of such notice shall be mailed to the Union. The notice shall be sent to the most recent address recorded in the Laboratory's files. If the Laboratory does not receive a reply to said letter from the person within three (3) days from the date of its delivery, as shown on the return receipt, or if the person does not report for work within seven (7) days from said date of delivery, the person will be considered to have forfeited all rehiring rights. If the Laboratory does not receive a return receipt signed as above provided, the person will be considered to have forfeited all rehiring rights if the person does not report for work within ten (10) days from the date on which the notice above provided for was mailed, provided that the person has been recalled to a position of three or more months in duration.

In cases where the senior employee does not report

for work, the Laboratory may notify other persons in turn on the seniority list until the required number of employees is available. In cases of emergency, the Laboratory may temporarily fill any vacancy without waiting for any period of time to expire, except that after the senior employee who is recalled reports for work, that employee shall be immediately reinstated in such job; provided, however, the Laboratory may retain the temporary employee for the duration of the emergency.

10.04 Termination of Seniority:

Employees shall lose their seniority for the following reasons.

- a. If they resign or are discharged for any cause other than lack of work; an unauthorized absence in excess of five (5) working days shall be equivalent to resignation and in such case no payments will be made other than for accrued wages and vacation credit.
- b. If they fail to return to work within the period designated in a recall notice or are laid off for more than fifty-two (52) weeks.

10.05 Seniority of Union Officers:

After employment with the Laboratory for one (1) year, the Union Officers, namely, the President, Vice President, Recording Secretary, Financial Secretary, Treasurer, and other members of the Executive Board, and the eleven (11) Chief Stewards, for layoff purposes only, shall head the seniority lists in their respective seniority categories so long as they are in office. Stewards will not be reassigned because of Union activities. Within ten (10) days after the signing of this Contract, the Union will certify all said Officers, and thereafter shall promptly advise the Laboratory of any changes.

ARTICLE XI LEAVE OF ABSENCE

11.01 Leave of Absence for Illness:

At the end of a six (6)-month continuous period of illness employees having two (2) or more years of Laboratory seniority may be granted a Leave of Absence without pay for an additional period of illness up to one (1) year.

Employees receiving Long Term Disability Insurance benefits pay no LTDI premiums, or life insurance premiums. These coverages continue as long as the employee is receiving LTDI benefits.

Employees who are not receiving LTDI benefits may, for the duration of the Leave of Absence, continue group life and LTDI coverage at the same cost and with the same benefits as an active employee.

Employees who recover from their illness and request to return to active employment prior to the expiration of the Leave of Absence shall be reassigned to their job provided that they:

- a. have not engaged in other employment without prior approval;
- b. satisfactorily pass a physical examination;
- c. are capable of performing the job; and,
- d. their jobs are still in existence.

Laboratory seniority and classification seniority shall not be deemed broken or affected by the period of the Leave of Absence. However, the time during which the employee was on Leave of Absence shall not be counted as part of the employee's record of continuous service. The employee's starting date for vacation accrual purposes will be adjusted by the length of the Leave of Absence and the employee on Leave of Absence accrues no vacation or sick leave credit. Time spent on Leave of Absence does not count as time necessary to qualify for Laboratory group insurance coverages.

11.02 Leave of Absence Without Pay:

Leave of absence without pay, granted upon written presentation of a reason acceptable to the Laboratory, and not for the purpose of taking other employment, for an initial period of thirty (30) calendar days which may be extended for an additional thirty (30) days upon written request acceptable to the Laboratory and received prior to the end of the initial leave. To avoid penalizing employees who have experienced multiple extended absences as the result of serious illness, additional leave of absence without pay may be granted by the Director, Human Resources Division.

11.03 Leave of Absence for Union Officers:

Union Officers who are certified to the Laboratory by the Union as having to be absent from their regular work for

the proper performance of their duties, shall be granted leave of absence without pay for such absences during the time they hold such positions, without prejudice to their seniority status and service records up to the time of granting such leaves, as provided in Article X of this Contract. After their term of office expires, such members of the Union shall be reinstated by the Laboratory in jobs and seniorities at least equivalent to those held by them at the time such leaves of absence were first granted.

ARTICLE XII GRIEVANCES AND THEIR ADJUSTMENT

12.01 Rules of Grievance Procedure:

Any question, dispute, or grievance arising between the parties may be presented for adjustment. Every such controversy, dispute, or grievance shall be presented and considered with reasonable promptness, and all parties shall make reasonable efforts to adjust or settle same in the sequence set forth in this Article, except that nothing in the grievance procedures contained in this Contract shall be constructed or applied so as to abridge or limit in any way any right of any individual or individuals to present grievances to and adjust the same with the appropriate representatives of the Laboratory provided the appropriate representatives of the Union are given the opportunity to be present at such adjustment.

Except as otherwise provided in Section 12.02 and except for grievances relating to disciplinary letters which may be initiated at Step 3, all questions, disputes, or grievances shall be processed in the following manner:

Step 1. The immediate Supervisor and the Union Shop Steward will attempt to settle the grievance orally within forty-eight (48) hours. If a satisfactory settlement is not reached, then it shall be presented in writing at Step 2 within forty-eight (48) hours of the Supervisor's answer.

Step 2. The immediate Supervisor, the Group Supervisor, the Shop Steward and the Group Shop Steward will attempt to settle the grievance within seventy-two (72) hours of its receipt and the answer shall be in writing. If a satisfactory settlement is not reached, then it shall be presented in writing at Step 3 at any one of the three immediately following Union Relations Committee meetings.

Step 3. One meeting per week at a mutually agreed upon time shall be held between the Laboratory and the Union Relations Committee with the intention of presenting, discussing and settling grievances, potential and actual, including those that have not been satisfactorily settled at Steps 1 and 2 of the grievance procedure. The Union Relations Committee will consist of up to eight (8) members, up to four (4) of whom will attend such grievance meeting at no loss in pay. After the grievance has been discussed the Union may file a written grievance statement and request a written answer; the Laboratory shall submit a written grievance answer within one (1) week after such request. It is understood that an International Representative may be present at these meetings.

Step 4. If a satisfactory settlement is not reached in the three steps provided above, and if it involves interpretation of this Contract, discharge of an employee, or an alleged violation of this Contract, it may be submitted for arbitration by an arbitrator designated by the Federal Mediation and Conciliation Service provided that within sixty (60) calendar days after the receipt of the final answer in Step 3 either party so requests. Failure to make such request shall be evidence of settlement and shall preclude the reopening of the grievance except by mutual consent. The expenses and compensation of the arbitrator shall be shared equally by the Union and the Laboratory. The arbitrator shall not have the authority to add to, disregard, or modify any of the terms of this Contract; to make an award which is in conflict with any provision of this Contract; or with any security regulation of the Laboratory or binding upon it; or to order back pay for any period prior to the date on which a grievance was originally submitted to the Laboratory in accordance with Step 1.

However, the foregoing shall not derogate from the power of the arbitrator to render a decision interpreting any provision of this Contract. The decision of the arbitrator shall be final and binding upon both parties.

Saturdays, Sundays and holidays shall not be counted in the computing of time limits specified in the foregoing procedure [other than the sixty (60) calendar days referred in Step 4].

In the event of the absence of any of the persons designated in the grievance procedure, their designated representative shall act in their stead.

12.02 Nonpersonal Grievances:

Grievances with regard to assignment of work between classifications shall be initiated at Step 2 and discussed by the groups involved.

- a. Grievances with regard to seniority, layoff, or discharge shall be initiated within seventy-two (72) hours (exclusive of observed holidays) of the occurrence or event which is the cause for grievance, and either the Union or the Laboratory shall have the right to initiate the same at Step 3 of the grievance procedure. Within seven (7) calendar days following such submission, the Labor Relations Manager, or a designee, will set up a meeting between the Laboratory and the Union Relations Committee. Grievances of either the Union or the Laboratory not specifically of a personal nature with regard to an employee or group of employees may be initiated at Step 2 of the grievance procedure.
- b. The Laboratory shall designate a representative in each scientific department and division with whom potential grievances can be discussed by a responsible Union official. Such representative, or a designee shall, on Union request, be present at any Step 3 grievance meeting involving work of his department or division. Grievances pertaining to Exhibit "B" shall be initiated at Step 3.

12.03 Termination by Discharge:

The Laboratory shall not have the right to discharge an employee except for just and reasonable cause. Such discharge shall be subject to the grievance procedure. The discharge of an employee within the ninety (90) day trial period shall not be subject to arbitration.

12.04 Disciplinary Warnings:

The Union shall be promptly given a copy of all written, disciplinary letters against an employee. In the event any employee goes for a period of twelve (12) months without receiving an official oral warning or written letter, all previous letters and warnings shall be removed from the personnel files and from consideration in any proceedings which effect the status of an employee except that disciplinary letters for poor attendance will remain in the employee's record for three (3) years. The Laboratory may, however, utilize copies of these letters

in any legal or administrative hearing outside the course of the bargaining relationship.

12.05 Temporary Absence From Work:

Time spent by the Union Officers and Shop Stewards for their attendance at collective bargaining conferences with representatives of the Laboratory, or in the adjustment of grievances, and time spent by Union representatives in attendance at meetings of the Job Evaluation Committee, Joint Safety Committee, or Joint Apprenticeship Committee shall be paid for by the Laboratory when such hours occur within their scheduled workday. When it is necessary for such employees to be absent from work for such a purpose or when it is necessary for employees to be absent from work to initiate or process a grievance, they shall give suitable notice in advance to their supervisor of the time when such absence will commence and will report to their supervisor promptly upon their return to work. Steward training, given at most twice in a one-year period for a combined maximum of four days, will be at the Union's expense and require a minimum of two week's notice to management. Management reserves the right to cancel planned Steward training in the event an emergency situation arises. An emergency situation is as defined in Article 3.02.

12.06 Information:

Within fifteen (15) days after the signing of this Contract the Laboratory will furnish the Union with a list of Supervisors and Group Supervisors for the various units and sections who are authorized under the grievance procedure herein to settle disputes for the Laboratory, and will promptly notify the Union of any changes. In the same period, the Union shall submit to the Laboratory a list of the names of the various Stewards who are authorized under the grievance procedure to process grievances, and will promptly notify the Laboratory of any changes.

ARTICLE XIII MISCELLANEOUS

13.01 Provision for Safety of Employees:

In recognition of the Laboratory's commitment to

provide a safe workplace for the employees and the requirement of the Laboratory to meet environmental, safety and health standards, the Union agrees to abide by all applicable policies, directives, rules, regulations, and requirements of the Department of Energy with respect to environmental, safety and health issues. All committee assignments of bargaining unit personnel will be subject to the approval of the President or Vice-President of the Union.

It is recognized the Laboratory has the exclusive responsibility to provide a safe and healthful workplace and conditions of employment. The Laboratory shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Protective devices, wearing apparel, and other equipment, necessary for the protection of employees in any department from injury shall be provided by the Laboratory in accordance with the practice now prevailing in such department, except insofar as prevented by conditions beyond the control of the Laboratory.

A Joint Safety Committee composed of a continuing Laboratory staff member, a continuing member designated by the Union, the Supervisor and the Chief Steward of the appropriate unit shall be convened at the request of the Union by the Laboratory staff member serving as Chairman. This committee shall review any unresolved safety problems pertaining to the various features of the Laboratory safety program and, in addition, bring to the attention of Laboratory management any hazardous or unsafe conditions of employment about which this committee has knowledge. The recommendations of this committee shall in no way abrogate or detract from the responsibilities of Supervisors for the safety and health of employees assigned to work under them. The Laboratory accepts the responsibility for notifying the continuing safety committee member designated by the Union, or the Union President, as soon as practical following a serious accident involving a Laboratory employee.

However, if the Supervisor's superior of the unit concerned does not concur in the recommendations of this committee, or if no action is taken on its recommendations in a reasonable length of time, the committee may present its recommendations in writing to the Labor Relations Manager for appropriate action.

13.02 Laboratory Security:

The Laboratory may be required by the Department of Energy to deny admission to the site to persons whose presence, in the opinion of the Department, would be prejudicial to the interests of the United States, or to discharge to a person whose continued employment would, in the opinion of the Department, be prejudicial to the interests of the United States. Such denials of admission or terminations of employment shall be final and not subject to review under this Contract.

13.03 Information to the Union:

The Laboratory shall fully inform the Union concerning reasons for layoffs, demotions and discharges, reinstatements, names of new employees, and any other matters affecting the hours, wage or working conditions of an employee. In the case of a layoff, the Laboratory, except in case of emergency, shall provide the Union with seven (7) calendar days' prior notice, together with the names of the employees to be affected.

13.04 Notices:

Any requirements pursuant to this Contract for notice or communication from the Laboratory to the Union shall be deemed to have been fulfilled upon delivery to the President of the Union, or, in the President's absence to the Vice President. Any requirements pursuant to this Contract for notice or communication from the Union to the Laboratory shall be deemed to have been fulfilled upon delivery to the Labor Relations Manager's office.

13.05 Information of the Contract:

The Union shall furnish to each eligible employee a copy of this Contract, and thereafter shall furnish a copy of this Contract to each eligible person hired and to each eligible employee reinstated or reemployed. The Laboratory will promptly furnish the Union all pertinent information relating to seniority, when and as required for the purpose of carrying out the provisions of Article X.

13.06 Use of Bulletin Boards:

The Union Bulletin Boards, located in buildings where employees regularly report, may be used for posting

Union notices of meetings and other official Union matters, provided they are signed by responsible officers of the Union, pertain to local Union business, and are nonpolitical in nature. Copies of all such items will be furnished to the Laboratory. There shall be no other general distribution or posting by employees of notices or pamphlets upon Laboratory property except with the prior approval of the Labor Relations Manager. Space will be provided in the Brookhaven Bulletin for job bids; time, place, and date of general Union membership meetings; and announcement of Union social events.

13.07 Classified Data:

Nothing in this Contract shall modify, supersede, or in any way change present or future policies, procedures or functions of the Laboratory with regard to the common defense of security of the United States. No classified information shall be revealed except in accordance with the Laboratory's and the United States Government's directives. Failure to comply with security regulations shall be a cause for immediate discharge.

ARTICLE XIV STRIKES

14.01 Union Obligation:

The Union agrees that there shall be no strike, suspension, retarding or stoppage of work by its membership, or any action by the Union to that end, at any time while this Contract is in effect.

14.02 Unauthorized Strikes:

In the event of the occurrence or threat of any unauthorized, illegal or wildcat strike, stoppage of work, slowdown or walkout by an employee, the Union will take all steps necessary and appropriate, and will use its best efforts to terminate or prevent such action, and any disciplinary action taken by the Laboratory shall be subject to the grievance procedure in accordance with the provisions of Article XII.

14.03 Lockouts:

The Laboratory will not conduct a lockout during the life of this Agreement.

ARTICLE XV DURATION AMENDMENT

15.01 Term:

This Contract shall take effect as of August 1, 2006, and subject to the provisions of Article II of Exhibit "B", shall remain in full force and effect until midnight July 31, 2009, and from year to year thereafter unless and until either party notifies the other, not less than sixty (60) days prior to the expiration date of this Contract, or any extension thereof, that such party desires to terminate or modify this Contract on its expiration date.

15.02 Separability of Provisions:

If any provision of this Contract is, or becomes invalid or unenforceable by reason of any now existing or hereafter enacted law, or by reason of a decision by a court having jurisdiction with respect thereto, such invalidity or unenforceability shall not affect the remaining provisions hereof; and provided further that in the event any provision is invalid or unenforceable or becomes invalid or unenforceable, both parties shall meet within thirty (30) days for the purpose of renegotiation and agreement with regard to the provision so invalidated or rendered unenforceable.

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APPENDIX B
MANUAL CLASSIFICATIONS AND LABOR GRADES

Classification	L.G.
Assistant Sign Painter.....	7
Auto-Truck Mechanic.....	9
Building & Grounds Utility Worker.....	5
Cabinetmaker A.....	9
Cabinetmaker B.....	7
Carpenter.....	9
*Chauffeur.....	6
CNC/NC Operator.....	7
Custodian.....	1
**Driver.....	6
Electrician A.....	10
Electrician B.....	7
Experimental Machinist.....	8
Experimental Metal Worker.....	8
Experimental Welder.....	8
Finisher A.....	9
Finisher B.....	7
Group Leader (10% above the going rate for the Labor Grade of the classification)	
Heavy Equipment Mechanic-Operator.....	10
Heavy Equipment Operator.....	6
**Helper A.....	5
**Helper B.....	3
*Insulation Worker.....	7
Laboratory Custodian.....	3
Laborer.....	3
Lamp Cleaner.....	4
Laundry Operator A.....	5
Laundry Operator B.....	3
Locksmith.....	9
Machine Maintenance Mechanic A.....	8
Machine Maintenance Mechanic B.....	6
Machine Tool Rebuilder.....	9
Mason.....	7
Master Metal Worker.....	10
Master Rigger.....	8
Master Welder.....	10
Mail Clerk.....	4

Material Handler	3
Metal Cutter A.....	7
Metal Cutter B	6
Metal Worker-Maintenance A.....	10
Metal Worker-Maintenance B	7
Model Maker (Wood)	9
Office Machine Repair Mechanic.....	7
Oiler-Mechanic	6
Painter A.....	9
Painter B	7
P.E. Tool Crib Attendant	6-A
Plumber A.....	9
Plumber B.....	7
Property Specialist.....	7
Refrigeration & Air Conditioning Engineer	10
Refrigeration Maintenance Mechanic.....	6
Residence Custodian.....	3
Rigger.....	7
Rigger's Assistant.....	6
Sewage Treatment Plant Operator A.....	9
Sewage Treatment Plant Operator B.....	7
Sign Painter	9
Special Services Attendant.....	5
Stationary Engineer, Sr	11
Steamfitter A/Heating Maintenance Eng. A.....	9
Steamfitter B/Heating Maintenance Eng. B	7
Stock Clerk	4
Stores Clerk.....	6
Storeskeeper	7
Tool Crib Attendant.....	6
Tool & Instrument Maker.....	10
Tower Line Person	12
Tractor-Trailer Driver (Long Distance).....	7
Water & Sewerage Operating Engineer	11
Water & Sewerage Operating Mechanic.....	7

* Incumbents as of 8/1/77 to receive a personalized rate. See Appendix A.

** Classifications are separate for the following Divisions: Procurement & Property Management, Central Fabrication Services Division, Staff Services, Building Maintenance, Utilities, Electrical and Site.

*** See Appendix A.

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An employee entering the Firefighter classification as a probationary Firefighter will be assigned to work Monday through Friday from 8:00 a.m. to 4:30 p.m., allowing for one-half (½) hour unpaid lunch period, when they are on the day schedule, for up to fifteen (15) weeks. During this period, the employee's regular rate of pay will be the going rate of Labor Grade 6. At the satisfactory conclusion of this training period, the employee will be assigned to the regular schedule and pay of a Firefighter.

Except for Sections 4.03 (first paragraph of Notice of Change in Schedule); 4.05 (Reporting Allowance); 4.06 (Call-In and Short Notice Schedule Change); 4.09 (Distribution of Overtime Hours); 4.10 (Holdover Guarantee); 4.12 (Excused Period Status); Article IV is inapplicable to Firefighters. In addition, Article V (Holidays), and Section 10.03e are inapplicable to Firefighters except that Firefighters will receive a "V" day credit for special holidays so declared by the Laboratory.

Overtime shall be paid to Firefighters as follows: All hours worked by Firefighters in excess of eight (8) hours in any one period of twenty-four (24) hours from the time the Firefighters start working in that period, or in excess of forty (40) hours at straight-time rates in any workweek shall be paid at the rate of one and one-half (1½) times the regular hourly base pay.

Firefighters who work on a full actual holiday shall receive one and one-half (1½) times their regular base rate for all hours worked. Firefighters who work on the half-holiday before Christmas shall receive their regular base rate for the first four (4) hours worked and one and one-half (1½) times their regular base rate for the remaining hours worked.

For purposes of computing holiday premium pay, the holiday shall commence at 8 a.m. on such an actual holiday by the Laboratory and shall run for twenty-four (24) hours.

When it is necessary in the Laboratory's judgment to hold over and/or supplement the number of Firefighters on that tour, the Laboratory may:

- a. hold over a Firefighter to serve all or a part of such tour in addition to the regularly scheduled work, in which event the Firefighter shall be paid for a minimum of one hour at one and one-half (1½) times regular base rate for all such additional work;

- b. call in a Firefighter to serve all or a part of such tour in addition to the regularly scheduled work, in which event the call-in provisions of Section 4.06 shall be applicable; or
- c. reschedule a Firefighter to that tour from another tour, in which event the Firefighter shall be paid at one and one-half (1½) times regular base rate for all rescheduled work performed in the workweek in which the change in schedule was announced.

Firefighters who are held over for more than two, four, or ten hours will be allowed one, two, or three thirty (30) minute meal periods respectively.

Vacation credit accrued as of the effective date and there after earned by Firefighters in accordance with Article VI and sick leave credit accrued as of the effective date and thereafter earned in accordance with Article VII shall be converted from a credit in terms of "working days" to a credit in terms of "working hours," by multiplying the number of working days of credit accrued by the factor 11.2 (8 hours × 140%).

Example: Firefighter X has 20 working days' vacation credit in accordance with Article VI. This is converted into a credit of 224 working hours (20 × 11.2).

Absences by Firefighters chargeable to vacation or sick leave credit shall be charged on the basis of one (1) working hour for each one (1) hour of absence or fraction thereof from work.

Example: Firefighter X is scheduled to work a twenty-four (24)-hour work period on Monday and is permitted to take Monday as a vacation day. The charge to the Firefighter's vacation credit is twenty-four (24) working hours.

The following example shows how vacation and/or sick leave is converted for usage purposes to the 100% rate.

Example: Vacation balance is 10.75 eight-hour days and the vacation request is for 24 hours.

- (1) Convert 24 hours to eight-hour days: $24 \text{ hours} \div 8 = 3 \text{ eight-hour days}$.
- (2) Multiply 3 eight-hour days by conversion factor of .71429: $3 \times .71429 = 2.143 \text{ eight-hour days}$.
- (3) Subtract 2.143 eight-hour days from vacation balance of 10.75 eight-hour days = 8.61 eight-hour days.

(4) To convert 2.143 eight-hour days to three eight-hour days (24 hours) multiply by 140%: $2.143 \times 140\% = 3$ eight-hour days.

With respect to Firefighters, the phrase “five (5) consecutive vacation days” in the second sentence of Section 6.02 shall mean “seven (7) consecutive calendar days.”

Two Firefighters per shift may take vacation, one of whom may be on annual leave and one on authorized leave. Preference in selection is determined by seniority only when selection is made prior to April 15.

Payment to a Firefighter for an absence charged to vacation credit shall be in an amount equal to the amount the Firefighter would have earned had the Firefighter worked. Hours of such absence shall be counted as hours worked for the purpose of computing overtime.

In the application of Section 7.04 to Firefighters, the phrase “one-half ($\frac{1}{2}$) day per day of absence” shall mean “one-half ($\frac{1}{2}$) hour per hour of absence.”

In the application of Section 7.05 to Firefighters, the phrase “three (3) working days” shall mean “two (2) scheduled work periods.”

In the application of Section 7.06 to Firefighters, a half ($\frac{1}{2}$) day shall be twelve (12) hours and four (4) hours shall be twelve (12) hours.

Section 8.01 (Death Leave) shall not be applicable to Firefighters. In lieu thereof, a Firefighter will be allowed up to twenty-four (24) hours' absence with no loss in pay for a death in the immediate family as defined in Section 8.01 and will be allowed eight (8) hours of absence with pay at regular base rate to attend the funeral of any family member other than immediate family defined in Section 8.01. The phrase “regular base rate for the period of leave” in Section 8.03 (Military Leave) shall in the case of Firefighters mean “the wages Firefighters would have earned for working their regular schedule had the Firefighters not been on military leave.”

For the purpose of making severance payments to Firefighters in accordance with Section 9.05 and for the purpose of making retirement payments to Firefighters in accordance with Section 9.03, each day's credit shall be multiplied by the factor 11.2 (8 hours \times 140%), and payment shall be made at the rate of $\frac{4}{3}$ times the regular hourly base rate specified herein for each hour of credit so derived.

With respect to Firefighters, the phrase “five (5) work-

ing days” as used in Sections 6.01 and 10.04 shall mean “three (3) scheduled work periods.”

For the purpose of determining premiums, contributions and benefits payable under the welfare plans referred to in Section 9.01, probationary Firefighters shall be deemed equal to those employees in Labor Grade 11 until they satisfactorily complete their training period of up to thirteen (13) weeks, at which time they shall be deemed equal to those employees in Labor Grade 9. In other words, the insurance benefits and premiums will continue to be the same as if Firefighters had continued to work a forty (40)-hour week and received Labor Grade 9 base pay once they have satisfactorily completed their training period.

It is understood that the hourly rate for Firefighters is the rate necessary to generate the annual earnings agreed upon by the parties assuming the Firefighter performs a full year’s work based upon eight (8) hours of work at straight time and sixteen (16) hours of work at time and one-half (1½) for a normal twenty-four (24) hour workday. The annual earnings include allowance for payments made inapplicable to Firefighters by this Appendix.

Each Firefighter who has been on the Laboratory payroll for twelve (12) calendar months ending November 1 of each year will be reimbursed for the cost of laundering clothing by a cash payment of \$550 each year of this agreement. A Firefighter employed for less than twelve (12) months or laid off because of a reduction in force, or transferred elsewhere in the Laboratory and still employed by the Laboratory on November 1 following such transfer, shall receive a prorata proportion of Five Hundred Fifty Dollars (\$550) determined as of such hire, layoff or transfer. The Laboratory agrees to continue its present practice of providing Laboratory prescribed uniforms.

APPENDIX E
BROOKHAVEN NATIONAL LABORATORY
STANDARDS OF APPRENTICESHIP

Selection of apprentices under this program shall be made from qualified applicants without discrimination in regard to race, creed, color, sex or national origin.

An "Apprentice" shall be a person who has agreed to work at and learn an apprenticeable trade in accordance with these standards, and who has signed an Apprenticeship Agreement approved by the Joint Apprenticeship Committee and registered with the New York State Bureau of Apprenticeship Training.

STANDARDS OF APPRENTICESHIP

1. Joint Apprenticeship Committee

- A. This Committee shall be composed of three representatives of Laboratory Management and three Union members employed by the Laboratory.
- B. The Joint Apprenticeship Committee shall elect a Chairman and a Secretary to serve for one year. The Committee shall determine the time and place of regular meetings.
- C. When, in any year, the Chairman of the Joint Apprenticeship Committee is a representative of the Union, then the Secretary shall be a representative of Management. The following year, the Chairman shall be a representative of Management and the Secretary a representative of the Union, etc.
- D. Consultants may be invited to attend meetings of the Joint Apprenticeship Committee and may serve in an advisory capacity only.

2. Duties of the Joint Apprenticeship Committee

- A. The Joint Apprenticeship Committee shall establish required standards for the training and education of apprentices.
- B. The Joint Apprenticeship Committee, with the assistance of the Supervisor of Apprentices, shall see that these standards are met.
- C. The Joint Apprenticeship Committee shall place apprentices under agreement with the Laboratory

and submit those agreements for registration with the New York State Bureau of Apprenticeship Training.

- D. The Joint Apprenticeship Committee shall evaluate approved apprentice candidates' previous work experience and training. When such experience warrants it, the apprentice shall be advanced in the program and paid the wage rate of the period to which such credit advances the apprentice. Such advanced credit shall be subject to review prior to the next advancement.
- E. The Joint Apprenticeship Committee shall review periodic examinations of each apprentice's progress and, with the assistance of the Supervisor of Apprentices, shall determine the apprentice's eligibility to continue or be promoted within the program.
- F. Upon successful completion of the Apprenticeship Training Program, the Joint Apprenticeship Committee shall recommend that the apprentice receive a New York State Bureau of Apprenticeship Training Certificate, as well as a suitable certificate from the International Brotherhood of Electrical Workers.
- G. The Joint Apprenticeship Committee and the Supervisor of Apprentices shall hear and adjust all complaints of violation of apprenticeship agreements pertaining to apprentice training problems which have not been resolved at the supervisory level.
- H. The Joint Apprenticeship Committee shall be fully informed of any changes made in the Standards and Selection Procedure or any other matters pertaining to the apprenticeship program. All changes must be approved by the Laboratory and the Union.

3. Supervision

A Supervisor of Apprentices, appointed by the Laboratory, shall be responsible for the general administration of the apprenticeship program.

Apprentices shall be under the direct supervision of the supervisor of the group to which the apprentice is assigned, and it will be the supervisor's responsibility to provide the equipment, work and on-the-job instruction necessary.

4. Numbers

The number of apprentices in the Apprenticeship Training Program will be determined by the Laboratory, taking into account the normal complement of journeymen in each craft, the anticipated expansion or curtailment of Laboratory activities, and a forecast of scheduled retirements and anticipated terminations. In no event shall the numbers of apprentices per craft in the program at any one time be greater than the ratio of one apprentice for each five journeymen or fraction thereof, except in the machinist craft where the ratio of apprentices to journeymen will be one to seven.

5. The Supervisor of Apprentices

The Supervisor of Apprentices shall:

- A. See that apprenticeship agreements are properly executed and approved by the Joint Apprenticeship Committee and registered with the New York State Bureau of Apprenticeship Training.
- B. With the Joint Apprenticeship Committee, hear and adjust complaints of violation of apprenticeship agreements relating to training.
- C. See that apprentices are given the proper variety of work experience and related instruction.
- D. Cooperate in every way with the Joint Apprenticeship Committee in maintaining these standards.
- E. Serve as contact with the New York State Bureau of Apprenticeship Training.
- F. Serve as a permanent consultant to the Joint Apprenticeship Committee without vote.

6. Qualifications

Applicants for the Apprenticeship Training Program must meet the following requirements:

- A. Must be at least 18 years of age.
- B. Shall be a high school graduate or possess sufficient education to master the fundamentals of the trade.
- C. Pass the Laboratory's regular physical examination.
- D. Meet requirements for normal Laboratory pre-employment administrative processing.
- E. Must agree to all terms and conditions of the Apprenticeship Agreement.

7. Selection

When openings exist in the Apprenticeship Training Program, the Laboratory will conduct a recruiting program for applicants with preference being given to employees who have three months' service or more. In its selection of applicants, the Laboratory will use standards for rating and selection of candidates which have been approved by the New York State Department of Labor. Union seniority shall prevail in the case of equally rated applicants.

8. Term of Apprenticeship

The term of apprenticeship shall be not less than four years of reasonably continuous employment, less such credit for previous experience and training as may be determined appropriate. The term shall be divided into six-month periods of approximately 1000 hours each. The term may be extended by the Joint Apprenticeship Committee if it determines that such an extension is warranted due to an extended illness or circumstances of similar consequences. Any added time will be at the end of the four-year term, provided that the apprentice has met the other criteria for being passed to the next level such as on-the-job training and supervisory evaluation, correspondence courses and college courses.

9. Credit for Previous Experience

Approved apprenticeship candidates with previous work experience and training can ask for and have such experience and training evaluated by the Joint Apprenticeship Committee prior to their employment as apprentices. Candidates will provide the Committee with documents such as a transcript of their school records to aid in this evaluation. Where such experience and training warrant it, the apprentices shall be advanced in the program and paid the wage rate of the period to which such credit advances them. Such advanced credit shall be subject to review prior to their next advancement.

After the apprentices have signed the Apprenticeship Agreement and are working as apprentices, they cannot request an evaluation of past experience and training.

10. Wage Rate Progression

The wage rate for each apprentice shall be in accordance with the following schedule:

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In no case shall apprentices receive less than the base hourly rate they were paid prior to becoming an apprentice. In addition, they shall receive subsequent increases in such rate until the appropriate apprentice rate is higher, in which case they will receive the higher rate.

Request for transfer to the Apprenticeship Program will only be accepted from:

- A. Bargaining unit employees in the sixth labor grade or below.
- B. Weekly nonbargaining unit employees at level three or below whose rate of pay is no higher than the going rate of labor grade six.

11. Apprenticeship Agreement

- A. After an applicant for apprenticeship has been approved and before given employment as an apprentice or enrolled in related instruction classes, the applicant shall sign an Apprenticeship Agreement with the Joint Apprenticeship Committee, the Laboratory and the New York State Bureau of Apprenticeship Training. Likewise, these Standards shall be considered a part of the Apprenticeship Agreement.
- B. Each approved applicant shall be given an opportunity to study these Standards and the Apprenticeship Agreement before signing the Agreement.
- C. Four copies of the Agreement shall be made: one for the apprentice, one for the Joint Apprenticeship Committee, one for the Union, and one for the Laboratory.

12. Continuance of Apprenticeship Program

The Laboratory intends to and expects to give the apprentice steady employment under this program, but reserves the right to suspend the Apprenticeship Agreement when conditions make this course necessary or advisable.

13. Work Experience

During the term of apprenticeship, the apprentice shall be given such instruction and experience in all phases of the trade as are necessary to develop a practical skilled craftsman. Apprentices will not share in overtime work except where

such work is necessary to obtain on-the-job training not available during normal working hours. During the last 6 months of the program apprentice may be assigned work without the journeyman present.

14. Related Instructions

Apprentices shall enroll in formal study programs in subjects related and supplementary to their occupations for a period of not less than 576 hours for their apprenticeship term. This supplemental instruction shall be acceptable to the New York State Bureau of Apprenticeship Training and will be paid for by the Laboratory.

15. Periodic Examination

A review of the progress of the apprentice shall be made by the Joint Apprenticeship Committee and the Supervisor of Apprentices approximately every 1000 hours. Consideration shall be given to related instruction records, daily attendance records, tests, progress and evaluation reports. If an apprentice fails at any level, he will be examined again three months later. A second failure at the same level, or more than two failures at different levels, will result in the apprentice being dropped out of the program. An employee who fails in the program will be assigned to available work, if any, and will not displace an employee with less seniority. Apprentices will not share in overtime work except where such work is necessary to obtain on-the-job training not available during normal working hours.

16. Employee Daily Training Period

The number of hours worked monthly, the type of work or duties performed and the total number of hours at the end of each month will be recorded by the Laboratory on a Master Record Card.

17. Tools

Apprentices shall be provided tools in accordance with Laboratory practice as it pertains to the individual trades.

18. Official Approval

When signed by the Laboratory and the Union, approval of these Apprenticeship Standards shall be

requested from the New York State Bureau of Apprenticeship Training.

19. Amendment of Standards

These Standards may be amended or revised at any time by the Joint Apprenticeship Committee subject to the approval of the Laboratory and the Union.

20. Apprentice Status Upon Graduation

Upon completion of their training, the apprentice graduates shall be promoted to the going rate of the craft in which they were apprenticed.

The graduate apprentice shall begin accruing seniority in that classification after successful completion of 42 months in the program. Provided, however, that such seniority is not vested until the apprentice successfully completes the entire program.

If there is no such journeyman position open at the time, the graduate apprentices shall exercise their seniority within their last previous classification held, provided there is an opening within that classification. (If an opening should occur in the classification to which an employee was apprenticed, the graduate apprentice shall be first offered the position before any new employee is hired into that position.)

An opening shall not be considered to exist in a journeyman's classification at a time when there are journeymen on layoff.

21. Interpretation of Standards

No part of these Standards and Selection Procedures is intended to conflict with the Collective Bargaining Contract and where such conflict should develop, the Collective Bargaining Contract shall prevail.

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EXHIBIT "A"
LABORATORY LETTER
ON OVERTIME DISTRIBUTION
TO BE SENT BY DIVISION SUPERINTENDENTS
TO SUPERVISORS

Supervisors will offer overtime that is to occur on a prearranged schedule to the low man on the overtime list for the classification in question. In the event of an exception to the foregoing, the Supervisor must then receive approval from the Division Superintendent.

It is understood that the above has been agreed by the parties to also apply to the replacement of an Air Conditioning Engineer for absence on a shift wherever practical.

It is further understood that the above does not supersede the agreement of January 27, 1998, concerning assignment of overtime.

EXHIBIT "B"

I. Entire Agreement:

This Exhibit, together with written grievance settlements and arbitration awards issued since July 1, 1961, constitutes the entire Agreement between the Laboratory and the Union with respect to division of functions between bargaining unit and nonbargaining unit personnel. It is further agreed that the arbitration opinion and award issued on March 27, 1961, shall be deemed vacated and without force and/or effect.

II. Subcontracting:

The Laboratory may not subcontract any work that directly results in a layoff, an extension of a layoff, or a reduction of the forty (40)-hour week below the manpower levels as specified in Attachment A for employees in the bargaining unit; except

1. Work which cannot be assigned to bargaining unit employees because the terms of this Agreement do not comply with the requirements of the Davis-Bacon Act; or,
2. Work which cannot be assigned to bargaining unit employees because of a regulation or directive of the Department of Energy, provided, however,

that if any subcontract awarded pursuant to such regulation or directive will directly result in a layoff, an extension of a layoff, or a reduction of the forty (40)-hour week for bargaining unit employees,

- a. the Union shall be given at least sixty (60) days' prior notice of such layoff, extension or reduction (none of which events shall occur prior to the effective date of such subcontract). This notice shall include a copy of the regulation or directive requiring the subcontract and the names of the affected employees and the date that the event is to take place;
- b. the Union may, at any time within the period of sixty (60) days following such notice from the Laboratory, give the Laboratory at least thirty (30) days' prior notice of termination of this Agreement; and
- c. the Union shall be given complete information with respect to such a subcontract as soon as the information is available to the Laboratory. This information shall include the name and address of the subcontractor to whom the work is to be awarded, a description of such work, and the dollar value thereof.

The Laboratory declares its policy and intention not to subcontract work for performance on a premium work day unless required by emergency circumstances.

This section shall not be deemed to apply to printing and binding work which, under Government Printing and Binding Regulations, may not be performed at an authorized federal printing plant.

III. Division of Functions Between Bargaining Unit and Nonbargaining Unit Personnel:

A. Employees, a major portion of whose work is machining, welding or sheet metal.

Bargaining unit employees shall include persons, the major portion of whose work is either machining, welding or sheet metal, irrespective of the area, division or department in which they work. Persons in the employ of the Laboratory on January 1, 1961, as staff shop technicians in department staff machine shops and one person in one of the scientific departments, the major portion of whose work is welding, shall, irrespective of classification, continue to be excluded from the collec-

tive bargaining unit. Any employee hired or transferred into a department staff machine shop after the effective date of this Agreement who performs any machining, welding or sheet metal work shall be included within the bargaining unit. A person employed as a working supervisor in such a department staff machine shop on January 1, 1961, may be replaced by another working supervisor, and such replacement shall not be included within the collective bargaining unit. The number of such supervisors shall not be increased. Moreover, insofar as practical, these working supervisors shall approximately maintain their present ratio to the aforesaid staff shop technicians. It is provided further that the personnel described in paragraph 1 of Section B below, may, to the extent provided therein, continue to perform work in the aforesaid shops. Except as provided in paragraph 1 of Section B below, and except as provided herein with respect to department staff machine shops, nothing contained herein is designed to permit machining work to be performed by nonbargaining unit personnel.

B. Personnel, other than employees a major portion of whose work is machining, welding or sheet metal.

1. Personnel in all other classifications presently outside of the bargaining unit, other than personnel the major portion of whose work is either machining, welding or sheet metal, including general technicians assigned to scientific departments, shall continue to be excluded from the bargaining unit. They shall continue to perform the same or similar duties or functions, including machining work, which these classifications presently perform, provided that the machining work performed by any of these classifications shall not generally be increased over the amount presently performed. Nothing herein is designed to diminish work that is presently performed within the bargaining unit.
2. Bargaining unit work of the Plant Engineering Division, except as otherwise specified herein, includes the installation, maintenance and repair of plant equipment, including, without limiting the generality of the foregoing, the following:
 - a. The installation, operation, maintenance and repair of building air conditioning units and auxiliary equipment contained in such units, except that nonbargaining unit personnel may

- control such units to the extent required to accommodate individual needs.
- b. Installation, maintenance and repair of house vacuum systems.
 - c. The maintenance and repair of diesel and gasoline engines and forklift trucks except that minor maintenance may be performed by nonbargaining unit personnel.
 - d. The installation, maintenance and repair of building ventilating equipment and the maintenance and repair of emergency exhaust roof fans and their motors.
 - e. Maintenance and repair of deep-well pumps in the Accelerator Department and maintenance, operation and repair of other deep-well pumps is the work of the bargaining unit.
 - f. The installation, maintenance and repair of multiple shallow wells.
 - g. (1) All work relating to electric power distribution to the various buildings of the Laboratory and all work relating to the general purpose electric distribution systems within all buildings. In the Accelerator Department this includes all work on electric power distribution panels except (a) power distribution panels exclusively devoted to powering scientific equipment, (b) all work on the load terminals of the Royal Boxes (or their equivalent) that feed the rectifiers, and (c) all work relating to sections of the motor control centers that supply power to the scientific equipment.
 - g. (2) The installation of long-run, fixed, permanent (a) electrical conduit, (b) trays, (c) ducts and (d) except as provided in g.(1) above in the Accelerator Department, power wiring within these raceways.
 - h. All work relating to the domestic water and heating gas distribution systems and the installation of other long-run, fixed, permanent compressed air and water piping.
 - i. Driving. It is not the intention of the Laboratory to use nonbargaining unit personnel for driving assignments that can be adequately performed by Drivers. It is agreed, however, that there should be no limitation on self-driving, which includes

the assignment of nonbargaining unit personnel to driving functions when it is necessary for such personnel to perform other than driving duties in the course of these assignments. There will be occasions when it will be necessary to use nonbargaining unit personnel as Drivers when bargaining unit employees are not available.

Due to the special requirements of the Medical Department (such as ambulance driving and special services afforded to patients and visitors to the hospital) the Medical Department is excluded from the above limitations on driving by nonbargaining unit personnel. The Medical Department, however, during normal working hours, when bargaining unit Drivers could be used as adequately as nonbargaining unit personnel, will attempt to secure the services of bargaining unit employees.

3. The installation, operation, maintenance and repair of scientific equipment shall continue to be performed by nonbargaining unit personnel except that the following shall be performed by bargaining unit employees:
 - a. Installation, maintenance and repair of diesel or gasoline engine generator sets; initial installation of power wiring to all motors 15 h.p. and above; repair of electric motors (excluding electric motor generator sets), refrigeration units, water pumps and general purpose air compressors, which have been detached from scientific equipment.
 - b. Repair of the six refrigeration units on the two Tandem Accelerators. Repair of the two 50 h.p. refrigeration units and the Van de Graaff cooler in the Mechanical Equipment Room at the Cosmotron and the repair and initial installation of water pumps and electric motors in the Mechanical Equipment rooms at the AGS, Cosmotron, Physics and Cyclotron Buildings.
 - c. The repair of the following portable mechanical pumps: Welsh Duo-Seal, Cenco Hyvac, Cenco Hypervac, Cenco Megavac, or their equivalents.
 - d. The repair of emergency exhaust equipment.
 - e. The construction of display models, signs and electric signs.
4. The nonbargaining unit personnel may continue

to perform incidental carpentry, masonry and rigging insofar as such work is required in the course of their job assignments. The capping and filling of crypts for radioactive waste is considered to be such work.

It is further understood and agreed that the modification with respect to III B 4 of Exhibit "B" is not intended to nor does it constitute any change in the Laboratory's existing practice.

5. It is understood that nothing contained herein shall preclude a department from testing any equipment located within the department, taking action to protect persons or property in an emergency, or undertaking repairs of equipment expressly referred to in paragraphs 2 and 3, if such repairs are essential for the function of said scientific equipment and their related systems, provided, however, that if the estimated time of the repair work exceeds thirty (30) minutes an employee within the bargaining unit shall be called.
6. Finally, it is understood and agreed that the Laboratory may, from time to time, as it sees fit, call upon employees within the collective bargaining unit to perform duties and functions customarily performed by nonbargaining unit personnel.

C. Stockrooms:

It is agreed that the Cosmotron stockroom and any other stockrooms that may be established in the new buildings of the Physics Department, or Department of Applied Science or in any other new department hereafter established shall be serviced by employees within the collective bargaining unit. It is recognized that the personnel employed in the stockroom areas of the Biology, Chemistry and Medical Departments are engaged in Laboratory servicing including such services as storing specialized equipment and distribution of stocks in the department and, accordingly, such duties will continue to be performed by personnel that is not included within the bargaining unit.

IV. Visitation:

A Local Union officer, either individually or accompanied by a national Union representative, shall, upon proper notice to the Manager, Labor Relations, be given visitation rights to the Laboratory's facilities.

EXHIBIT "B"
LETTER OF UNDERSTANDING

1. With respect to the Machining, Sheet Metal and Welding trades, nonbargaining unit personnel, outside of staff shops, may make an original piece, modify or rework existing parts; however, processing more than three identical pieces will be assigned to Central Fabrication Services Division or staff shops. Machine engraving is considered machining for the purpose of this paragraph.
2. Building air conditioning units and auxiliary equipment includes building air conditioning "systems."
3. Nonbargaining unit personnel will pick up packages "off site" only for identification or if on the premises in connection with other Laboratory work.
4. All constructed platforms, scaffolds and stairs are bargaining unit work. Technicians may erect pre-engineered, free standing scaffolds when used in conjunction with the installation, construction, operation, maintenance or repair of scientific equipment. However, if such scaffolding is to remain in place for more than six months, it should be erected by the bargaining unit.
5. The Laboratory and the Union agree that present practice will continue in the division of work between bargaining unit and nonbargaining unit personnel with respect to the taking of samples in multiple shallow wells; the installation of long-run, fixed permanent control wiring in raceways; the repair of refrigeration units in the Physics and Accelerator Departments; the operation of breakers and switches; and the repair and installation of current-generation Wang calculators (or the equivalent).
6. Testing of transformers will be done by bargaining unit employees if such transformers are or will be plant equipment.
7. The inclusion of employees in the Technical Photography and Graphic Arts Division into the bargaining unit shall not be deemed to limit in any way the duties and functions of nonbargaining unit employees within their own department. However, it is not the intent of the Laboratory to establish

another central service organization to perform the functions of the aforesaid division.

8. With regard to drilling holes in concrete floors, survey group technicians may drill holes when doing so is required in the course of making precise measurements for the installation of scientific equipment. The bargaining unit is responsible for drilling all other holes in concrete floors.

It is understood and agreed that except as expressly interpreted and clarified, and as expressly modified in Exhibit "B" itself, Exhibit "B" is in all other respects unchanged.

EXHIBIT "D"

July 27, 1983

Mr. Charles Geonie, Jr., President
IBEW Local 2230
Brookhaven National Laboratory
Upton, New York 11973

Dear Mr. Geonie:

Re: Davis-Bacon Work

This is to confirm our agreement that prior to obtaining a determination of Davis-Bacon coverage, the Laboratory will give the Union notice of potential Davis-Bacon projects which involve work performed by classifications who are on lay-off or who have been given notification of lay-off.

Very truly yours,

/s/ Robert D'Angio
Manager, Personnel and
Labor Relations

cc: V.R. O'Leary
A. Mahlmann

IN WITNESS WHEREOF the parties hereto have executed this Contract as of July 31, 2006.

BROOKHAVEN SCIENCE ASSOCIATES, LLC
Upton, Suffolk County, New York

/s/ William F. Hempfling for
Samuel Aronson
Interim Director

PRESENT FOR THE LABORATORY

/s/ David E. Dale

/s/ Donna Dowling

/s/ Michael Goldman

/s/ Thomas W. Lambertson

/s/ Andrew J. McNerney

/s/ Edward T. Murphy

/s/ Attilio J. Somma

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL UNION 2230

/s/ Joseph Buscemi

President

PRESENT FOR THE UNION

/s/ John J. Berry

/s/ Anthony J. Boggi

/s/ Victor Cassella

/s/ James O. Cassidy

/s/ Robert Geib

/s/ Carl R. McKeever

/s/ Philip Pizzo

/s/ Frank L. Raynor

/s/ Joseph M. Tullo

APPROVED: /s/ Edwin D. Hill
International President

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