

March 1, 2006 to March 31, 2010

# Collective Bargaining Contract

between

Brookhaven Science Associates

Brookhaven National Laboratory

and

Suffolk County Security  
Police Association



THIS CONTRACT executed  
as of the 1st day of March, 2006  
between the  
BROOKHAVEN SCIENCE ASSOCIATES, LLC  
Brookhaven National Laboratory  
Upton, Long Island, New York  
(hereinafter called the Laboratory)  
and the  
SUFFOLK COUNTY SECURITY  
POLICE ASSOCIATION  
(hereinafter called the Union)



## TABLE OF CONTENTS

### Article I - Recognition

Union Recognition.....	1
Definition of Employees .....	1
Antidiscrimination.....	1
Company Recognition .....	1

### Article II - Union Security and Checkoff

Maintenance of Membership.....	2
Checkoff - Amount of Authorization .....	2
Transmittal of and Receipt for Dues .....	2
Union Activity .....	3

### Article III - Wages

Wage Rates .....	3
Probationary Period.....	4

### Article IV - Hours of Work

Workweek .....	4
Muster .....	5
Schedules .....	5
Chart Premium Hours .....	5
Overtime Hours .....	5
Holdover Guarantee.....	6
Minimum Overtime.....	6
Call-In and Short Notice Schedule Change .....	6
Report Allowance .....	6
Non-Pyramiding Provision.....	7
Assignment of Overtime.....	7
Use of Supervisors.....	7
Period of Emergency Operational Status .....	8
Saturday and Sunday Premium .....	8

### Article V - Holidays

Designated Holidays.....	8
Holidays on Saturday or Sunday .....	9
Scheduled and Nonscheduled Workdays on a Holiday .....	9
Pay for Work on Holiday .....	9
Absence on Holiday .....	10

Absence on Day Before or After Holiday .....	10
Holiday During Vacation.....	10
Ineligibility .....	10

### **Article VI - Vacations**

Duration .....	10
Selection of Vacation.....	11
Accumulation of Vacation Credits .....	12
Inapplicability of Sick Leave During Vacation.....	12
Computation of Vacation Pay .....	12

### **Article VII - Sick Leave**

Policy and Application .....	13
Accumulation of Sick Leave.....	13
Medical Certificate .....	13
Application of Sick Leave Charges .....	14
Compensation Awards and Sick Leave .....	14
Nonpayment.....	14
Additional Sick Leave Privilege.....	14
Prior Notification .....	15
Dental and Medical Visits .....	15
Supplemental Payments.....	15
Leave of Absence for Illness .....	16

### **Article VIII - Seniority**

Seniority Rating.....	17
Loss of Seniority.....	17
Continuity of Seniority .....	17
Layoff.....	18
Rehiring .....	18
Severance Pay .....	19
Payment on Retirement.....	20
Probationary Employee .....	20
Classification Change .....	20

### **Article IX- Grievances and Their Adjustments**

Union Representatives .....	21
Grievance Procedure .....	21
Time Limits .....	23
Pay for Grievance or Negotiations Time.....	23
Disciplinary Actions.....	23
Contract Dispute.....	24
Labor Management Committees .....	24

## **Article X - Continuity of Operations**

Union Obligations.....	24
Disciplinary Provisions .....	25
Lockout .....	25

## **Article XI - Protective Security**

Security Responsibility.....	25
Restricted Data .....	25

## **Article XII - General Conditions**

Benefits Programs.....	26
Health and Safety Rules .....	26
Medical Examinations and Physical Tests .....	26
Maintaining, Cleaning and Laundering of Uniforms .....	27
Use of Bulletin Boards .....	27
Information of this Contract.....	27
Notices .....	27

## **Article XIII - Authorized Absences With Pay**

Death Leave .....	28
Selective Service Procedure .....	28
Military Leave .....	28
Jury Duty .....	29

## **Article XIV - Miscellaneous**

Provisions for Safety of Employees.....	29
Locker Inspection .....	29
Leave of Absence.....	29

## **Article XV - Waiver of Rights**

## **Article XVI - Duration**



## **ARTICLE I RECOGNITION**

**1.01 Union Recognition:** The Laboratory recognizes the Union certified by the National Labor Relations Board as the exclusive bargaining agent for all (Case No. 2-RC-7013, October 11, 1954) and Sergeants-Communications (Case No. 29-RM-342, October 10, 1972) in the Laboratory Police Group with respect to rates of pay, hours of work and conditions of employment.

**1.02 Definition of Employees:** The term employee or employees as used in this Contract shall mean all Security Police Officers Is, Sergeants, and Guards of the Laboratory Police Group excluding Captains, Lieutenants, clerical employees, all other employees and professional employees and supervisors as defined in the Labor Management Relations Act of 1947.

**1.03 Antidiscrimination:** There shall be no discrimination, interference, or restraint against any employee by the Laboratory because of membership or nonmembership in the Union and the Union likewise agrees that there shall be no discrimination, interference, intimidation or coercion against any employee by the Union or any of its agents due to 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, age, 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, has an affirmative action program which includes as its goals and objectives the recruitment, employment, training and upgrading of minority, handicapped, and female employees.

**1.04 Company Recognition:** The Union recognizes that the Laboratory management shall continue to

exercise its exclusive responsibility to manage the Laboratory and to select, direct, and assign the working forces. Such responsibility shall include the right to determine job content and qualifications of employees to perform work, and the right to adopt and enforce reasonable rules and regulations for efficient operations, provided however, that the foregoing shall not impair any of the rights of the Union or the employees expressly granted by other provisions of this Contract.

## **ARTICLE II UNION SECURITY AND CHECKOFF**

**2.01 Maintenance of Membership:** With respect to the payment of uniform dues and assessments required of all members, all employees covered by this Contract who are currently members of the Union shall be required to remain members of the Union for the duration of this Contract as a condition of employment, and all additional employees hired hereafter shall be required as a condition of employment to become members of the Union thirty (30) days after employment and to remain members for the duration of this Contract.

**2.02 Checkoff - Amount and Authorization:** The Laboratory shall deduct an initiation fee in the amount of \$100.00 and Union dues from the pay of each employee who has authorized such deduction in the amount of \$6.00 per week or such dues as are certified from time to time by the Union and are uniformly applicable. Such individual authorizations shall be in writing on a form set forth as Exhibit "A" attached hereto. 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 pay day on which such deductions are to be effective.

**2.03 Transmittal of and Receipt for Dues:** All monies so deducted by the Laboratory shall be transmitted to the person designated by the Union to receive such monies within fifteen (15) days from the last day of the month during which such deductions are made. The President of the Union shall furnish to the Laboratory

a certificate showing the name and address of the duly authorized officer of the Union to whom such monies shall be transmitted.

**2.04 Union Activity:** There shall be no solicitation for membership, collection of dues or other Union activity by any of the Union officers, members or agents on Laboratory time.

### **ARTICLE III WAGES**

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For further information contact  
Donna Dowling, [dowling@bnl.gov](mailto:dowling@bnl.gov) or  
631-344-2754.

This section was intentionally left blank.

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Donna Dowling, dowling@bnl.gov or  
631-344-2754.

**3.02 Probationary Period:** New employees shall be hired for a probationary period of six (6) months, except that no probationary period will be considered to be completed prior to the employee receiving DOE Required Clearance.

Discharge during a probationary period shall not be subject to arbitration.

## **ARTICLE IV HOURS OF WORK**

**4.01 Workweek:** The workweek consists of the period from Sunday midnight to the following Sunday midnight. The normal workweek consists of five (5) eight-hour days. The expenditure of a reasonable time in the consumption of lunches shall not result in deduction from wages.

The present fixed-shift arrangement will remain in effect for the duration of this agreement.

**4.02 Muster:** A muster period, with pay, of not less than thirty (30) minutes duration as determined by the Laboratory will immediately precede each regularly assigned shift.

**4.03 Schedules:** The Laboratory shall determine the working hours of all employees and shall designate workdays and hours in accordance with operating requirements. The provisions of this Contract shall not be considered as a guarantee by the Laboratory of a minimum number of hours per day or per week or pay in lieu thereof, nor a limitation on the maximum hours per day or per week which may be required.

**4.04 Chart Premium Hours:** The base rates for the job classifications in Article 3.01 include the 10 percent premium previously paid for a chart premium. Those employees who work a fixed Monday through Friday, daytime schedule with Holidays off, will be paid at a rate 10 percent below the rate for the appropriate classification specified in Article 3.01.

**4.05 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, 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. All hours worked in excess of forty (40) hours in any one week shall be paid at the rate of one and one-half (1½) times the employee's regular base rate. An employee will be paid at the rate of one and one-half (1½) times the regular base rate for all hours worked on the first and second non-scheduled

days in the workweek. However, an employee will be paid at two (2) times the regular base rate on the second non-scheduled day, provided that the employee worked a minimum of four (4) hours on the first non-scheduled day in the workweek.

**4.06 Holdover Guarantee:** When an employee is required by a supervisor to work past the employee's scheduled hours, the Laboratory guarantees a minimum of one (1) hour's pay at the employee's base rate provided that tardiness of another employee in this unit is not the reason for the overtime.

**4.07 Minimum Overtime:** An employee who is required to work overtime on a scheduled day off shall receive a minimum of four (4) hours' pay at the employee's base rate, or the regular overtime pay for the hours actually worked, whichever is greater.

**4.08. Call-In and Short-Notice Schedule Change:** An employee called in on less than thirty-six (36) hours' notice is paid at the regular overtime rates for all hours actually worked during any part of the thirty-six (36) hour notice period, excluding the originally scheduled workday.

The employee shall receive a minimum of four (4) hours' base pay, unless the employee is called in less than three (3) hours prior to the regularly scheduled workday. In such a case, in lieu of the minimum of four (4) hours' base pay, the employee is paid for all hours that fall between the call-in and the regularly scheduled workday.

Hours worked include the actual time spent traveling to work and, unless the call-in work extends into the regular workday, the actual time spent traveling to return home from work.

In the event an employee is required to return to work within sixteen (16) hours of the end of a regularly scheduled shift, the employee is entitled to receive a minimum of four hours pay inclusive of one hour pay for travel.

**4.09 Report Allowance:** Employees who report for scheduled work at their regularly scheduled reporting

time and by conditions beyond their control are prevented from working will be allowed pay at their scheduled rate of pay for four (4) hours at such rates, provided they have not previously been notified not to report.

**4.10 Non-Pyramiding Provision:** When work is performed under conditions to which two or more provisions of this Contract are applicable, the maximum allowable payment shall be made, but in no case shall hours compensated at a premium rate under one provision of this Contract 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.

**4.11 Assignment of Overtime:** The Laboratory reserves the right to require overtime work of employees and will endeavor to distribute overtime equitably among the employees within classification. For the purpose of the preceding sentence only, overtime refused shall be considered as overtime worked. The Laboratory will give employees such reasonable notice of overtime assignments as circumstances permit. Employees working more than ten (10) consecutive hours shall be allowed a twenty (20)-minute paid meal period. If, due to operational requirements an employee is prohibited from taking the full twenty (20) minute meal period, the lost meal time shall, for pay purposes, be considered additional time worked.

**4.12 Use of Supervisors:** Except in an emergency the Laboratory agrees that Police supervisors will not be assigned, for the purpose of avoiding an assignment of an employee, to perform escort duty within restricted areas or to perform other duties normally assigned to a Security Police Officer Is. During an emergency a reasonable effort shall be made to procure sufficient Security Police Officer Is.

The Union shall be notified in advance, when practical, with respect to any special assignments of supervisors. In any event, Security Police Officer Is shall take

over such assignments no later than seventy-two (72) hours after commencement thereof.

#### **4.13 Period of Emergency Operational Status:**

When the Laboratory declares a period of emergency, employees excused from performing or completing their regular work schedule will suffer no deduction in base pay for those hours not 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 that fall within their regularly scheduled shift.

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.

**4.14 Saturday and Sunday Premium:** An employee who is 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 the employee's regular base rate for all work performed on a Saturday and a like premium for all work performed on a Sunday.

## **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	

Additional holidays, amounting to two (2) working days, will be determined by the Laboratory and announced during January of the calendar year. 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. The following Sections 5.02, 5.03, and the last sentence in 5.04 are not applicable to the half-day preceding Christmas; the reference in Section 5.04 to eight (8) hours shall read four (4) hours when applied to the half-holiday preceding Christmas.

**5.02 Holidays on Saturday or Sunday:** 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. For the purposes of holiday pay, employees shall receive holiday pay for working the actual holiday, rather than the Laboratory designated holiday. Timecards will be marked accordingly.

**5.03 Scheduled and Nonscheduled Workdays on a Holiday:** An employee who is not assigned to work on a holiday considered and observed under this Contract shall be allowed eight (8) hours' pay at the employee's regular base rate provided the holiday occurs on the employee's regularly scheduled workday. An employee whose regularly scheduled day off falls on a holiday considered and observed under this Contract shall be given an additional vacation credit of one (1) working day.

**5.04 Pay for Work on Holiday:** An employee who is required to work on a holiday considered and observed under this Contract may be paid eight (8) hours' holiday pay at the employee's base rate, and, in addition, one and one-half (1½) times the employee's base rate for hours worked on holidays up to eight (8) hours. The chart premium will be added to the regular base rate in computing holiday pay for those hours actually worked on the holiday which are paid at chart premium rates. After eight (8) hours work on a holiday, an employee will be paid two and one-half (2½) times the employee's base rate.

An employee scheduled to work on a holiday observed under the contract, has the option, which options must be exercised at least two weeks prior to the holiday, to receive the pay described in the paragraph above or to receive straight time pay and an additional vacation day.

If the employee does not provide two weeks' notice, the employee will be compensated at the rate of two and a half (2½) times the straight time hourly rate.

For shift workers and for pay purposes, employees required to work on the actual holiday shall be paid applicable rates for the actual holiday and not for a specific Laboratory-observed day.

**5.05 Absence on Holiday:** Holiday pay will not be paid to an employee who is scheduled to work on a holiday but fails to report for work. No other provision of this Contract shall be considered applicable to provide any wage payment for a holiday when an employee has been scheduled to work thereon but fails to report for work.

**5.06 Absence on Day Before or After Holiday:** Holiday pay will not be paid to an employee who is absent from work on a scheduled workday preceding or succeeding a holiday, unless such absence on a prior or subsequent day is for a reason acceptable to the management.

**5.07 Holiday During Vacation:** When a recognized holiday is observed during an employee's vacation, that day shall not be charged to vacation credit.

**5.08 Ineligibility:** Employees in a leave without pay status, or on leave of absence are not eligible for holiday pay if such holidays fall within the period of leave.

## **ARTICLE VI VACATIONS**

**6.01 Duration:** An employee with less than five (5) years of Laboratory service is entitled to vacation credit which will accrue at the rate of one (1) working day for each full month of service.

An employee with five (5) or more but less than ten (10) years of Laboratory service is entitled to vacation credit which will accrue at the rate of one and one-quarter (1¼) working days for each full month of service after the fifth (5th) anniversary of the employee's employment; provided, however, that an employee whose fifth (5th) anniversary

occurred before July 1, 1955, shall commence to accrue vacation at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days per month on the monthly anniversary date.

An employee with ten (10) or more years of Laboratory service is 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 the employee's employment. In addition to the vacation credit so accrued, each employee shall be given three (3) days vacation credit upon completing the employee's tenth (10th) year of Laboratory service.

An employee with fifteen (15) or more years of Laboratory service is 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 the employee's employment.

In computing accrued vacation, periods of less than one (1) full month will not be counted. A "full month of service" is measured from the most recent effective date of employment, not the calendar month. A "full month of service" is considered to be interrupted by an unauthorized absence of five (5) working days, or absence without pay in excess of fifteen (15) consecutive calendar days.

If an employee is rehired, previous periods of three (3) or more years continuous service will be counted in computing the vacation accrual rate.

Authorized absences other than sick leave may be chargeable to vacation credit already earned. If there is no earned vacation credit, authorized absences will be considered leave without pay. Authorized absences are those approved by the supervisor in advance of the absences. However, the Laboratory for reasons acceptable to it may approve other absences as authorized provided that application for approval is made as soon as possible. The minimum charge against accrued vacation credit of one (1) hour will be made for all absences with pay of one (1) hour or less.

**6.02 Selection of Vacation:** By February 15 of each year, employees must designate a minimum of 75% of the vacation they accrue during a calendar year, to be used during that year. Preferences within a shift will be given to employees with the longest length of service with the Police Group, provided the request is made prior to February 15.

Employees will make a reasonable effort to give the Laboratory advance notice of the remaining, non-scheduled vacation days. It is further understood that all vacations are subject to the work schedule of the Laboratory.

### **6.03 Accumulation of Vacation Credits:**

a. The maximum number of unused days of accrued vacation credit that may be carried over from September 25, for the next twelve-month period is thirty-one (31) working days. No payment will be made for any days which are lost by September 25. However, an employee will not lose vacation credit if the employee is prevented from taking the employee's vacation by request of the employee's supervisor. Further, an employee who has requested sufficient vacation, prior to March 31, to prevent the employee having more than thirty-one (31) days accumulated by September 25 and has a vacation scheduled during the month of September, shall not lose days in excess of thirty-one (31) if the employee is prevented from starting vacation due to a protracted illness [eighteen (18) calendar days]. At such times as the Laboratory modifies and implements its policy for nonbargaining unit wage employees with respect to the aforementioned thirty-one (31) days, such policy will apply to the bargaining unit.

b. No payment will be made for unused vacation credits except upon termination. The terminating employee will then be paid at the employee's regular base rate applicable on the date of termination for the unused vacation credit standing in the employee's account at the end of the employee's last day of employment.

**6.04 Inapplicability of Sick Leave During Vacation:** Sick days which occur during a vacation period remain charged against vacation credit, except that if an employee is hospitalized or equivalently incapacitated by illness or injury while on vacation, the employee's absence from work during the period of hospitalization shall be charged against the employee's accrued sick leave and not against vacation credit.

**6.05 Computation of Vacation Pay:** For the purpose of computing pay for vacation the workday will

be regarded at the regular day shift and the scheduled days of work will be the normal Monday through Friday shift. Regardless of an employee's assigned work schedule, the employee's schedule for pay purposes during vacation begins on Monday.

## **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 scheduled days off 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:** On the first day of each month of full-time employment, employees accrue one and one-quarter (1¼) days of sick leave credit up to a maximum sick leave credit of one hundred and 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 one hundred eight (108) days. An employee whose sick leave credit is so reduced will be paid for the lost credit at the rate of one (1) 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.

**7.03 Medical Certificate:** A certificate from a competent medical authority may be required for absences of three (3) working days or more or for any absence, regardless of duration, after there have been four (4) or more separate periods of sick leave usage during a twelve (12)-month period. The Laboratory may require any employee to report to the Occupational Medicine Clinic following any period of absence

for which sick leave is requested, in order to determine the fitness of such employee for return to duty.

**7.04 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 absences 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 (4)-hour period) in which the absence starts. The payment for each day of absence charged to sick leave credit is eight (8) hours' pay at regular base rates. No sick leave payment and no charge to sick leave credit is made for an absence from work assigned on either or both of an employee's days off.

**7.05 Compensation Awards and Sick Leave:** Absences resulting from a 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.

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

**7.07 Additional Sick Leave Privilege:** Additional sick leave up to a maximum of twelve (12) days per calendar year will be granted where an employee's illness extends over a continuous period in excess of eighteen (18) days and of the employee's accumulated

sick leave, provided such sick leave is necessitated by the illness.

**7.08 Prior Notification:** Employees are required to notify the Laboratory within a reasonable time prior to their regularly scheduled reporting time of their inability to report for scheduled work because of illness. (A reasonable time should provide sufficient time to make any adjustments in the working force which are made necessary because of an employee's absence.) The provision for prior notification will apply to each successive day of illness on which the employee is scheduled to work, except when the employee upon notifying the Laboratory has specified the anticipated number of sick leave days which will be required in a period requiring sick leave for more than one (1) day. Under no circumstances will sick leave be paid to an employee who fails to notify the Laboratory during the first day of sick leave on which the employee is scheduled to report for work.

**7.09 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 (1) hour and a maximum of eight (8) hours may be taken for each absence. No charge against sick leave or vacation credit will be made for such absences. Time off for such visits may be granted only on Monday through Friday from 0700 to 2100 hours and Saturday from 0700 to 1800 hours. Employees are required to supply notes for all Doctor visits.

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

**7.10 Supplemental Payments:** Supplemental payments are made (on application) to each full-time employee during an absence due to a disability covered by the New York 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 of \$30 per week 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 payment described in subparagraph (b) above.

**7.11 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 LTD, Group Medical or Life Insurance premiums. These coverages continue as long as the employees are receiving LTD benefits.

Employees who are not receiving LTD benefits may, for the duration of the Leave of Absence, continue Group Life and Medical Insurance coverage at the same cost and with the same benefits as active employees.

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

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

## **ARTICLE VIII SENIORITY**

**8.01 Seniority Rating:** Unless otherwise stated, classification seniority shall apply for purposes in which seniority is a consideration.

**8.02 Loss of Seniority:** Employees shall lose their seniority under the following circumstances:

- a. if they are discharged by the Laboratory;
- b. if they are transferred out of the bargaining unit;
- c. if they voluntarily resign their position with the Laboratory. If employees are absent from work for a period of five (5) working days without notification to the Laboratory, they will be considered to have voluntarily resigned unless in the opinion of the Laboratory their absence was justifiable;
- d. if they overstay an authorized leave of absence, or extension thereof approved by the Laboratory;
- e. if they do not properly report when recalled from a layoff as provided in Section 8.05 of this Article VIII;
- f. if they are laid off for more than fifty-two (52) weeks without being recalled.

Employees re-employed after termination of employment caused by any of the foregoing reasons shall be considered new employees.

**8.03 Continuity of Seniority:** The number of years of an employee's continuous service 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 services;

b. absence because of illness under sick leave granted;

c. Laboratory approved leave of absence without pay;

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

**8.04 Layoff:** When it is necessary to decrease the working force, probationary employees shall be the first to be laid off.

When it becomes necessary to lay off employees who have seniority status, the employee having the least classification seniority shall be laid off first.

Sergeants who are laid off may assert whatever seniority they have accumulated in the Police Group as members of the Union to displace Security Police Officer I with less seniority in the Police Group, provided they are qualified and able to perform the work. At the time of displacement, an employee's classification seniority as a Security Police Officer I will include seniority earned as a member of the Union.

Every reasonable effort will be made by the Laboratory to relocate affected employees elsewhere in the Laboratory if a layoff due to reduction in force should occur in the Police Group.

The employee who is President of the Union, for layoff purposes only, shall head the seniority list in the employee's classification so long as the employee is President.

**8.05 Rehiring:** Persons recalled to work after layoff 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 five (5) 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 the date of the return receipt, 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 to work within ten (10) days from the date on which the notice above provided for was mailed.

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 case 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, this employee shall be immediately reinstated in such job; provided, however, that the Laboratory may retain the temporary employee for the duration of the emergency.

**8.06 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, up to a maximum allowance of 39 weeks' severance pay. The maximum severance payout to any individual is capped at \$45,000.

**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 increments 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 the time spent on Leave of Absence, or in an employment category ineligible for severance pay benefits.

For the purposes of this Article, a day's pay is defined as eight (8) hours of pay at 110% of the base rate of pay. If recalled to work before expiration of the period for which the employee has received a termination allowance, the

amount for the balance of this period shall be credited as an advance payment of an equivalent amount of the employee's earnings.

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 Administration'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 their work, without lost time, as employees of such new Prime Contractor where the new Prime Contractor assumes the employer's obligations under this Contract.

**8.07 Payment on Retirement:** Employees retiring on or after their 62nd birthday shall be paid ten (10) days' pay at their base rate.

**8.08 Probationary Employee:** A Security Police Officer I shall be considered a probationary employee until qualified in accordance with Article III. Upon becoming qualified the Security Police Officer I's name shall be placed on the Seniority list, and seniority shall start from the original date of hiring.

The Union may represent such probationary employees but it is agreed that termination of employment of such employees during the probationary period shall not be subject to the grievance procedure.

**8.09 Classification Change:** The Union shall be given advance notice of the existence of a Sergeant vacancy, and shall be given prompt notice of the Security Police Officer I selected.

If an employee is promoted to Sergeant and requests to return to the rank of Security Police Officer I, the employee will be reclassified if the Laboratory intends to maintain the same number of Security Police Officer I and Sergeants at the time of the request, provided the employee is qualified and able to perform

the work. The employee's classification seniority as Patrol Officer will include seniority earned as a member of the Union.

## **ARTICLE IX GRIEVANCES AND THEIR ADJUSTMENTS**

**9.01 Union Representatives:** The Laboratory agrees to recognize not more than five (5) certified Union Stewards and a Chief Steward. The Union will notify the Manager, Human Resources, in writing, of which persons are authorized to act on behalf of the Union. The Laboratory also agrees to recognize one (1) representative of the Union and one (1) Legal Counsel, neither employed by the Laboratory, as members of the Grievance Committee, provided such representatives are excluded from any discussions involving restricted data as defined by the Atomic Energy Act of 1954 as from time to time amended. For the adjustment of grievances, as outlined in Article 9.02, the Union Grievance Committee will consist of no more than three (3) Stewards or Officers.

**9.02 Grievance Procedure:** Any question, dispute or grievance arising between the parties may be presented for adjustment. Every such controversy, dispute or grievance shall be considered promptly, 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 construed 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.

Such controversies, disputes or grievances shall be processed in the following manner:

**Step 1:** When an employee has a grievance it may be discussed with the Officer in charge of the employee's shift or with the properly certified Steward for the shift who will review the grievance with the Officer in charge of the shift. Unless settlement is reached within two (2) days after presentation, the grievance may be carried to Step 2.

**Step 2:** If the grievance is not settled in Step 1, it shall be reduced to writing on a mutually agreeable form, and the grievance will be referred to the Manager, Police Group, or his designee who will attempt to reach a settlement with the Chief Steward. If either party so desires, the Steward and/or the aggrieved employee involved at Step 1 may be present. Unless settlement is reached within two (2) days after reference as above provided, the grievance may be carried to Step 3.

**Step 3:** If the grievance is not settled in Step 2, it may be referred to the Manager, Human Resources who will attempt to adjust the matter with the Union Grievance Committee within five (5) days after such reference.

**Step 4:** If the matter is not settled 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 to arbitration, provided that either party so requests within five (5) days after the receipt of a final answer in Step 3. Failure to make such request shall be evidence of settlement and shall preclude the re-opening of the grievance except by mutual consent.

If the matter is to be submitted to arbitration as above provided, the Director of the Federal Mediation and Conciliation Service will be requested to appoint an arbitrator. If the dispute should involve classified information, the arbitrator appointed by the Federal Mediation and Conciliation Service will be one who has been cleared by the Department of Energy for classified information. 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. The decision of the arbitrator shall be final and binding upon both parties.

**9.03 Time Limits:** Any grievance not taken up with an employee's Senior Officer, as above provided, within ten (10) days after the occurrence of the incident complained of, cannot be processed through the grievance procedure. Grievances with regard to seniority, discharge or layoff shall be initiated within seventy-two (72) hours of the occurrence or event which is the cause for the grievance and may be initiated at Step 3 of the grievance procedure. A grievance will be considered settled if the decision of the Laboratory is not appealed to the next higher step in the above procedure within five (5) days after a decision has been rendered by the Laboratory.

Saturdays, Sundays and holidays shall not be counted in computing the time limits specified in the foregoing procedure. In the event of absence of any of the persons designated in the grievance procedure, their designated representative will act in their stead.

**9.04 Pay for Grievance or Negotiations Time:** The Stewards, the employee members of the Union Grievance Committee and not more than three (3) employee members of the Union Negotiations Committee shall be permitted to be absent from their regularly assigned tour(s) of duty, without loss of pay, to attend grievance or negotiations meeting(s) with representatives of the Laboratory. Stewards and employee members of the Union Grievance or Negotiations Committees, before leaving their jobs for such meetings or other union business, must receive permission from their respective supervisors and such permission shall not be unreasonably withheld.

**9.05 Disciplinary Actions:** Because of the special nature of the duties of members of the Police Group, it is recognized that they themselves must maintain a high order of discipline and morale for the effective accomplishment of their duties. All official disciplinary actions (i.e., a warning, suspension or discharge) placed against an employee's record shall be in writing and a copy thereof shall be given promptly to the Union. In the event any employee goes for a period of twelve (12) months without a suspension or two or more warnings, all previous actions shall be removed from consider-

ation in any proceedings which affect the status of the employee, except that disciplinary warnings for poor attendance, will remain on the employee's record for three (3) full calendar years from the date of such warning.

A third-step grievance meeting will be held prior to suspending or terminating an employee for unsatisfactory attendance.

**9.06: Contract Dispute:** Neither the Laboratory nor the Union shall resort to action before any court of law or governmental agency in the settlement of any dispute or grievance arising under this Contract, or to recover damages resulting therefrom, until after the exhaustion of the provisions of this Article IX.

**9.07 Labor Management Committee:** There shall be created a Labor Management Committee consisting of a total of four (4) members, two (2) from management and two (2) from the Union.

The purpose of this Committee shall be to discuss and resolve problems that arise from the administration and/or interpretation of this contract.

Nothing herein contained shall permit the change of any terms of this contract as they apply to wages and benefits.

During the period of time that an issue is under discussion by the Committee, and which issue would normally be viewed as one to be handled under the Grievance provisions of this agreement, the period of time within which the said grievable issue must be instituted, shall be tolled until final resolution by this Committee. Resolution of issues before this Committee shall occur by majority vote.

## **ARTICLE X CONTINUITY OF OPERATIONS**

**10.01 Union Obligations:** The Union shall not instigate, promote, cause, participate in, or recognize any strike, work stoppage, slowdown, interruption of work, picket line, secondary boycott or other interference of any kind with operations. The Union guarantees fully to support the Laboratory in maintaining operations.

Furthermore, in the event of the occurrence or threat of occurrence of any violation of the Union obligation, the Union agrees to use its best efforts to terminate or prevent such actions. However, Security Police Officer I will not be required to endanger their personal safety for the purpose of protecting the admission to the site of non-Laboratory employees engaged for the purpose of circumventing an economic action against the Laboratory.

**10.02 Disciplinary Provisions:** In the event of violation of this Article X by any employee, the Laboratory shall determine the disciplinary action to be taken against said employee or employees and any such action by the Laboratory shall be subject to review under the grievance procedure.

**10.03 Lockout:** The Laboratory agrees there shall be no lockout by the Laboratory during the life of this Contract.

## **ARTICLE XI PROTECTIVE SECURITY**

**11.01 Security Responsibility:** It is understood that the Laboratory may be requested by the Department of Energy to deny admission to the site to persons whose presence, in their opinion, would be prejudicial to the interests of the United States, or discharge a person whose continued employment would, in their opinion, 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 the grievance procedure of this Contract.

**11.02 Restricted Data:** Nothing in this Contract shall modify, supersede or in any way change or affect present or future policies, procedures or functions of the Laboratory with regard to the common defense or 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 the security regulations shall be the

cause for immediate discharge, and such discharge shall not be subject to review under the grievance procedure. Nothing in this agreement shall alter, diminish, or in any way affect the obligations of employees as expressed in the Security Acknowledgement which each employee executes as a condition of employment.

## **ARTICLE XII GENERAL CONDITIONS**

**12.01 Benefits Programs:** The Laboratory presently has in effect group benefit plans covering:

- a. Major Medical Insurance
- b. Hospital and Surgical expenses
- c. Long Term Disability Insurance
- d. Life Insurance, including Accidental Death or Dismemberment.
- e. Retirement
- f. Dental

The Union agrees it has accepted the Laboratory's medical benefits plans in effect on January 1, 2007.

The Laboratory agrees that these, or substantially similar benefits, shall be maintained during the term of this Contract. The Laboratory will make available to the employees any improvements in vacation allowances, holidays, or the benefit plans above (12.01), that are extended to nonbargaining unit wage employees.

For purposes of life insurance, long-term disability and Laboratory contributions to the retirement plan, the salary of employees shall be considered to be 110% of base pay.

**12.02 Health and Safety Rules:** All employees shall conform to all health and safety rules of the Laboratory presently in effect or which may be put into effect from time to time by the Laboratory. The determination of the Laboratory as to any health or safety requirements shall be final and not subject to review under the grievance procedure.

**12.03 Medical Examinations and Physical Tests:** The Laboratory reserves the right, as a condition of

employment or continued employment, to require that each employee meet any medical and physical requirements that are issued by the Department of Energy or its successor. New employees must pass the medical examination and physical fitness test as a condition of employment. Present employees who fail either the medical examination or the physical fitness test and are not granted a waiver will be treated in accordance with Exhibit B, annexed hereto.

**12.04 Maintaining, Cleaning and Laundering of Uniforms:** The Laboratory will undertake to maintain and clean or launder all items of uniforms except blue shirts. Each employee 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 shirts by a cash payment of \$550.00 for the duration of the contract. An employee 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 pro rata proportion of \$550.00 determined as of the date of such hire, layoff or transfer.

The Laboratory agrees to continue its present practice of providing Laboratory-prescribed uniforms.

**12.05 Use of Bulletin Boards:** The nonofficial bulletin boards may be used for posting Union notices of meetings and other official Union matters of a noncontroversial nature, provided they are signed by responsible officers of the Union. 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 Manager, Human Resources.

**12.06 Information of this Contract:** Within thirty (30) days from the signing of this Contract, the Union shall furnish to each employee a copy of this Contract.

**12.07 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 the 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 the delivery to the Manager, Personnel and Labor Relations.

### **ARTICLE XIII AUTHORIZED ABSENCES WITH PAY**

**13.01 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 spouse, 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 — or will be allowed one (1) day of absence with pay at their regular base rate to attend the funeral of any family member other than the immediate family defined above, provided in each case that notice of their requirement for death leave be given as soon as is reasonably possible.

**13.02 Selective Service Procedure:** An employee 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.

**13.03 Military Leave:** An employee will be granted 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 the military pay (not including allowances or Saturday and Sunday pay) for the same period. A copy of the employee's active duty orders and his military pay statement will be required to enable the employee to be eligible for this paid absence.

**13.04 Jury Duty:** An employee 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.

At such times as the Laboratory modifies and implements its jury duty policy for nonbargaining unit wage employees, such policy shall apply to the bargaining unit.

## **ARTICLE XIV MISCELLANEOUS**

**14.01 Provisions for Safety of Employees:** The Laboratory shall continue to make reasonable provisions for the safety and health of the employees during the hours of their employment.

**14.02 Locker Inspection:** The Laboratory reserves the right of inspection to ensure the proper maintenance and availability of Laboratory equipment. Locker inspection shall be made in the presence of the employee or a Union Representative.

**14.03 Leave of Absence:**

a. An employee may be granted a leave of absence without pay upon written presentation of reasons acceptable to the Laboratory, and not for the purpose of taking other employment, for an initial period of thirty (30) calendar days. This initial period may be extended for an additional thirty (30) calendar days upon written request acceptable to the Laboratory and received prior to the end of the initial period.

b. An employee will not be granted a leave of absence without pay for time spent in active military, naval, marine or related service of the United States or the State of New York.

c. An accredited Union officer may be granted a leave of absence without pay for Union business for a period not to exceed one (1) calendar year, except that the leave period beyond sixty (60) calendar days will not be included in calculating seniority. A leave for Union business shall normally be granted to only one (1) Union officer at any one time. The Laboratory agrees that it

will not unreasonably withhold the granting of a leave for Union business.

## **ARTICLE XV WAIVER OF RIGHTS**

**15.01:** The parties acknowledge that during the negotiations which resulted in this Contract, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Contract. Therefore, the Laboratory and the Union, for the life of this Contract, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Contract.

## **ARTICLE XVI DURATION**

**16.01:** This Contract shall remain in full force and effect until midnight March 31, 2010, except as provided below, and from year to year thereafter until either party notifies the other in writing not less than sixty (60) days prior to the expiration of this Contract, or any extension hereof, that such party elects to terminate or modify this Contract on its expiration date.

**16.02:** If any provisions of this Contract are or become invalid or unenforceable by reason of any now existing or hereafter enacted law or by reason of a decision by a court or administrative body having jurisdiction with respect thereto, such invalidity or unenforceability shall not affect the remaining provisions hereof.

IN WITNESS WHEREOF the parties hereto have executed this Contract as of this 1st day of March 1, 2006.

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

/s/ Praveen Chaudhari  
Laboratory Director

PRESENT FOR THE LABORATORY

/s/ William F. Hempfling

/s/ Leonard J. Butera

/s/ Donna Dowling

/s/ Michael M. Goldman

/s/ Andrew McNerney

/s/Richard J. Rossetti

SUFFOLK COUNTY SECURITY  
POLICE ASSOCIATION

/s/ Robert P. Hernandez  
President

PRESENT FOR THE UNION

/s/ Louis A. Figueroa

/s/ Luke S. Greco

/s/ Robert J. Lombardi

/s/ Michael J. O'Connor

/s/ Victor Pineiro, Jr.

/s/ Richard Sanniola

**EXHIBIT A**

**AUTHORIZATION FOR CHECKOFF OF DUES**

I, ..... a member of the Brookhaven National Laboratory Police Group, Suffolk County Security Police Association, hereby authorize the Brookhaven National Laboratory to deduct from my earnings, Union dues in the amount of \$ . . . . . per week. I further authorize the Laboratory to remit said amounts deducted to the Union.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, unless written notice is given by me to the Laboratory and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year.

.....  
Signature of Employee

.....  
Life Number

## **EXHIBIT B — BNL/SCSPA**

1. Employees, who fail either the medical examination or physical fitness test, may be offered a Security Officer position, if qualified, in order of seniority. Those employees hired prior to October 1, 2001 who fail either the medical examination or physical fitness test and are unable to qualify as a Security Officer, will be offered a Guard position, if qualified, in order of seniority. The total number of Security Police Officers Is who may be classified as Guard or Security Officer at any one time is three (3). Seniority will be the determining factor should the number of disqualified Security Police Officer Is go above three (3). An employee hired prior to October 1, 2001 who refuses either a Security Officer or Guard position will be deemed to have voluntarily resigned. If such a position is unavailable, the employee will be offered a choice of a transfer to a position the employee is capable of performing if such a position is available, or severance pay under the Laboratory's existing severance pay plan.

2. A qualified, present employee who fails either the medical examination or physical testing and is assigned to either Guard or Security Officer classification will go to that position at their current hourly rate of pay. They will remain at that rate until such time as the Guard rate or the Security Officer surpasses their paid rate. They will then be eligible to receive subsequent pay rates negotiated for the Guard or Security Officer classifications.

3. If the requirements for armed responders changes in the future, the Laboratory will reassess its manpower needs. If it is feasible to do so, additional unarmed posts will be created for present, qualified employees who fail either the medical examination or physical fitness test.



## APPENDIX A

### DESCRIPTION OF SERGEANT POSITIONS

1. Sergeants will have oversight responsibilities as described below.
2. Except for a maximum of three positions to accommodate persons who cannot meet the DOE physical fitness requirements, sergeants will be “defensive” qualified in accordance with 10 CFR 1046. Any of the three positions may be filled by an employee under Exhibit B, if such position is not presently occupied by a Sergeant. Such individual will be compensated as per the terms of Exhibit B.
3. The primary duty of a sergeant is to assist the supervisors on duty and operate the central alarm station (CAS). This position includes responsibilities such as ensuring that initial response to emergencies is timely and proper; patrols are properly posted in their respective zones; SPOIs properly complete post and patrol assignment; SPOIs do not overstay their lunch breaks and PT period, etc.
4. When there are too few lieutenants available to meet minimum response requirements, at the option of the watch commander, “defensive” qualified sergeants will serve as field sergeants. If necessary to free up a “defensive” qualified sergeant, CAS will be covered by a PO. When there are not enough lieutenants or “defensive” qualified sergeants to satisfy minimum supervision requirements, the watch commander may hold over or call in a “defensive” qualified sergeant or designate a PO to serve as “acting sergeant.” When a patrol officer serves as “acting sergeant,” he/she will receive the going rate of Sergeant for the period served.
5. When there are additional sergeants on duty, the extra sergeant, at the option of the watch commander, may be employed either as a field sergeant or on any PO post for which the sergeant is otherwise qualified.

6. When employed as a field sergeant, a “defensive” qualified sergeant will, upon direction of the watch commander, perform one or more of the following duties:

- a. Assist in the first-line supervision of Security Police Officer I assigned to his/her platoon.
- b. Conduct roll call, relate directives and orders, and inspect oncoming platoon members.
- c. Inspect posts and patrols.
- d. Inspect police vehicles.
- e. Respond to emergencies and incidents as required.
- f. Act as tactical response team leader.
- g. Assist the watch commander in establishing and operating a field command post.
- h. Ensure serviceability, accountability, and proper care of firearms, vehicles, and equipment assigned to the platoon.
- i. Enforce safety rules.
- j. Oversee firearms activities, including issue and turn-in of weapons.
- k. Assist in training platoon members.
- l. Prepare daily activities reports and submit them to the watch commander.
- m. Perform other duties as assigned.

7. Management will select sergeants on a “best qualified” basis. If qualifications are equal, seniority should prevail. All promotions to sergeant will be for a probationary period of nine (9) months. Management’s decision as to selection of Sergeants and satisfactory completion of probationary periods shall not be subject to the grievance procedure. Sergeants who are “bumped back” will revert to Security Police Officer I pay and will not lose classification seniority as a Security Police Officer I. Additionally, the union agrees to take back into its ranks, within 6 months, any lieutenant who fails to satisfactorily complete his/her probationary period.

8. Separate overtime lists for sergeants and Security Police Officer I will be maintained.

# 2006

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## 2007

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### MAY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### JUNE

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### JULY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### AUGUST

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### SEPTEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

### OCTOBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### NOVEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

### DECEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

# 2008

## JANUARY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## FEBRUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

## MARCH

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## APRIL

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## MAY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## AUGUST

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## SEPTEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## 2009

### JANUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

### MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### APRIL

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### MAY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### JUNE

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### JULY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

### OCTOBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

# 2010

## JANUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## FEBRUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

## MARCH

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## APRIL

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## MAY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## JUNE

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## JULY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## AUGUST

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## SEPTEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## OCTOBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## NOVEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## DECEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## Notes

## Notes

## Notes