
**COLLECTIVE BARGAINING
AGREEMENT (CBA)**

between

**Lawrence Livermore National Security, LLC
(LLNS)**

and

**Skilled Trades Bargaining Unit Employees /
Society of Professionals, Scientists and
Engineers (SPSE) – University Professional
and Technical Employees (UPTE),
Communication Workers of America (CWA)
Local 9119, AFL-CIO**

2021 – 2024

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ARTICLE 1: AGREEMENT

This Agreement is executed this 10th day of November, 2021, effective September 21, 2021, by and between Lawrence Livermore National Security, LLC (LLNS) (the “Employer”), and the Society of Professionals, Scientists and Engineers (SPSE) Local 11 - University Professional and Technical Employees (UPTE), Communications Workers of America (CWA) Local 9119, AFL-CIO (the “Union”).

A. Purpose of Agreement

1. The parties hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as a result of the unlimited right and opportunity of the parties to make any proposals with respect to the employer-employee relationship, which exists between them relative to the scope of bargaining.
2. This Agreement recognizes one (1) certified bargaining unit. Each provision of the Agreement applies to that bargaining unit unless specified otherwise.

B. Recognition

The Employer recognizes the Society of Professionals, Scientists and Engineers (SPSE) Local 11 - University Professional and Technical Employees (UPTE), Communications Workers of America (CWA) Local 9119, AFL-CIO as the sole exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all air conditioning mechanics, locksmiths, boiler and pressure systems mechanics, carpenters, electricians, heavy equipment mechanics, laborers, maintenance mechanics, painters, plumbers/fitters, riggers, sheetmetal workers, trades helpers and welders employed by the Lawrence Livermore National Security, LLC (LLNS), Livermore, California, and its Site 300 facility located in Tracy, California, excluding all other 800-series classifications, and all other classifications, including all management, supervisory and confidential employees.

ARTICLE 2: MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively with the Employer. Except as otherwise provided in the Agreement, the Union agrees that the Employer has the right to make and implement decisions related to areas including, but not limited to, those enumerated below.

Examples of the rights reserved solely to the Employer, its administration, agents and officials include, but are not limited to, the right:

1. To establish the Employer's mission, programs, objectives, activities and priorities.
2. To exercise full and exclusive control of the management of "LLNS," and to supervise and direct all operations.
3. To plan, direct, manage and control the use of resources and personnel to achieve the Employer's missions, programs, objectives activities and priorities.
4. To establish, revise and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on.
5. To introduce and implement new or improved methods, equipment, supplies, and facilities, or change or eliminate existing methods, equipment or facilities.
6. To determine the location of operations.
7. To determine the work to be done; to assign work; to establish and change daily or weekly work schedules; to schedule hours of work, including overtime; to establish or eliminate shifts; and to determine whether and to what extent work shall be performed by employees.
8. To establish budget procedures, determine budgetary allocations and budgetary priorities.
9. To establish the size, composition and qualifications of the work force; to determine the nature of positions and whether or not to fill positions; and to use tests, interviews and other selection techniques to hire, promote, transfer and otherwise evaluate employees.
10. To recruit, hire, train, evaluate, promote, transfer, reclassify, demote or lay-off employees.
11. To discipline, discharge or release non-career employees without cause, or to medically separate employees unable to perform essential, assigned functions fully, due to disabilities or other medical conditions.
12. To determine the basis for merit increases, special awards and payments for meritorious performance and to exercise discretion as to the granting, timing, amount, distribution and frequency of such increases, and whether or not such increases shall accrue to an employee's base salary.
13. To establish, modify and enforce standards of performance, workload, conduct and safety for employees; and to determine the process by which employee performance is evaluated.
14. To establish, maintain, modify and enforce safety standards and programs.
15. To implement, continue, modify or discontinue any policies, practices, rules or regulations which do not conflict with the express written provisions of this Agreement.
16. To utilize personnel, methods and means appropriate for maintenance of an orderly, effective and efficient operation.
17. To maintain employee records, including attendance and time worked.

The above enumeration of management rights is not inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the Employer be construed to mean that any right is waived.

Notwithstanding but without limiting the foregoing, the Union shall retain the right to grieve and to arbitrate disputes over and/or arising from the exercise of management rights that it believes to exceed the rights reserved to management in this Article.

ARTICLE 3: WORK RULES

A. General Provisions

For the purposes of this Article, work rules are defined as rules promulgated by the Employer, within its discretion, which regulate employees relative to and affecting their employment. The Employer may enforce these work rules while employees are on premises of the Employer and/or while working for the Employer. Work rules shall not be construed as superseding the Collective Bargaining Agreement.

B. Notice

At least thirty (30) calendar days prior to the implementation of new or changed work rules, the Employer shall inform the Union of the proposed rules and the Employer's reasons for promulgating the new or changed rules. Upon receipt of a written request from the Union received within ten (10) calendar days of notice, the Employer shall meet and discuss the proposed work rules with the Union prior to the proposed implementation date.

C. Grievability

In the event the Employer's enforcement/application of its work rules violates any Article in the contract, a grievance may be filed in accordance with the provisions of Article 29: Grievance Procedure, and appealed to Arbitration in accordance with the provisions of Article 30: Arbitration Procedure of this Agreement.

ARTICLE 4: PERFORMANCE OF BARGAINING UNIT WORK BY SUPERVISORS

Supervisory employees of employees covered by this Agreement shall not regularly do any work ordinarily done by any classification of employees covered by this Agreement. This shall not be construed to prevent such supervisory employees from assisting or instructing any subordinate in the discharge of their regular duties, or from working in cases of emergency or where the shop is short-handed due to sickness, leaves of absence, or vacations.

ARTICLE 5: CONTINUITY OF OPERATIONS

During the life of this Agreement or any written extension thereof, the Union, on behalf of its employees, agents and members, agrees that there shall be no strikes, slowdowns, walkouts, refusal to perform assigned duties (except when exercising the stop work provision of the Health and Safety Article of this Agreement), sit-downs, sick-outs, or union-sanctioned refusal to cross picket lines at Employer-owned facilities. Individuals may, on encountering a picket line, request approval from their supervisor to take vacation for the day.

For its part, the Employer agrees that there shall be no lockouts by LLNS or any of its subsidiaries during the life of this Agreement, or any written extensions thereof.

The Union, its officers, agents, representatives, persons acting on its behalf, and all employees covered by this Agreement, agree that they shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any aforementioned activities in violation of this Article.

ARTICLE 6: UNION SECURITY AND DUES CHECK OFF

A. Union Security

Bargaining unit employees shall be required to become and remain members in good standing of the Union as a condition of their continued employment as hereinafter defined following the later of: (A) thirty days after the beginning of their employment within the bargaining unit, (B) the effective date of this Agreement, or (C) completing their probationary period. For the purposes of this Section, the only obligation of a member in good standing of the Union shall be the payment of the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining actual membership in the Union.

The Union may require and cause the Employer to terminate the employment of an employee who fails to meet the requirements of this Section. To be effective, the Union's direction to terminate a delinquent employee shall be in writing and signed in ink by the Union's President. The Employer will make termination effective within three working days after receipt of the Union's written direction. The Union will defend, indemnify, and hold harmless the Employer for any claim, suit or liability of any nature arising from the Union's direction that it terminate an employee's employment under this Section.

B. Dues Check Off

The Employer shall deduct from the wages of an employee in payment of membership dues and remit the same to the Union on or before the 15th day of each calendar month, provided, the Employer has received from each affected employee, on whose account such deductions are made, a written assignment which shall be irrevocable for a period of no more than one year, or the termination date of the applicable collective bargaining agreement, whichever occurs sooner. The amount to be deducted for membership dues will be determined in accordance with the Union constitution and bylaws. The Union shall inform the Employer of any change in the amount of dues in writing signed by the Union's President.

ARTICLE 7: ACCESS

The Employer agrees that non-employee officers and representatives of the Union shall be admitted to the premises of the Laboratory at reasonable times and upon no less than twenty-four (24) hours notice to and approval from Staff Relations. When a situation warrants shorter notice, the parties shall mutually agree to waive such notice. Such visitation shall be for the purpose of ascertaining whether this Agreement is being observed by the parties and for activities specified in the Grievance Procedure and other interactions with the bargaining unit including education, presentation of new union benefits, and other informational meetings. The Employer shall inform the Union as to the Laboratory Representative to be notified of an impending visit.

A. Bulletin Boards

1. Where bulletin boards or bulletin board space is available for the Union, such availability shall continue.
2. Bulletin board availability for display of appropriate materials related to the bargaining unit, based on existing Laboratory practices, understandings and agreements, shall be provided on the following basis:
 - a. The Union may use bulletin boards designated by the Employer to post materials related to Union business. Any materials posted must be dated and initialed by the Union representative responsible for the posting and a copy of all materials posted must be provided to the appropriate Laboratory Representative at the location at the time of posting.
 - b. All materials shall be posted by a designated member of the Union and may include but not be limited to the matters listed below:
 1. Union recreational and/or social affairs;
 2. Union appointments;
 3. Union elections;
 4. Results of Union elections;
 5. Union meetings;
 6. Reports of Union Standing Committees; and
 7. Other materials which have been authorized by the Employer and the President of the Union.
 - c. The Union agrees that nothing libelous, obscene, defamatory or of a partisan political nature shall be posted.
 - d. In the event a dispute arises concerning appropriateness of the material posted, the Employer shall notify an SPSE-UPTE executive board member as to the nature of the dispute before removing the material in question.
 - e. Bulletin board space available to the Union shall be maintained by the President of the Union. Bulletin boards shall be available at Livermore and Site 300.
3. In the event the parties meet and mutually agree as to the location and size of additional bulletin boards, any and all costs associated with the purchase and placement of such boards shall be borne by the Union.

4. Wall racks and literature display equipment, if any, shall be subject to the same provisions of this Article regarding bulletin boards.

B. Mail Service

Access to the Lawrence Livermore National Laboratory's internal mail system by the Union shall be limited to mailings to employees at the main Livermore site only. The Union may use the Laboratory mail system subject to the following:

1. Definitions

- a. Laboratory Contact

Laboratory Contact shall be Staff Relations.

- b. General Distribution

General Distribution shall mean a mailing by the Union of the same or similar material to a group of twenty-five (25) or more bargaining unit employees.

2. Mailing Standards

a. Addressing Requirements

All mail must be properly addressed. A proper address includes: the full name of addressee, the exact L-code (location code) and the return address; however, these requirements may change from time to time. Mail, which is not addressed according to these requirements, may be delayed in delivery, returned to sender or discarded. General Distribution mailings must be properly addressed and pre-sorted by mail stop (L-code).

b. Height, Size and Packing Requirements

Per piece requirements for mailings are as follows:

- No heavier than 8 ounces;
- No larger than 9 x 12 inches;
- No thicker than 2 inches;
- No smaller than 3-1/2 x 5 inches.

c. Content Limitations

Mailings that advocate or encourage unlawful conduct or disruptive conduct by Laboratory employees shall not be sent through the internal mail system.

The contents of all mailings must conform to appropriate federal and state laws and regulations and U.S. Postal regulations.

No mailing may contain material violative of law.

d. Frequency of Access

The Union will be limited during each calendar year to twelve (12) General Distribution mailings.

e. Priority

The Union General Distribution mailings will be given third level priority by Mail Services after internal Laboratory mail and First Class mail respectively. The Union mailings of the same or similar materials to a group of less than twenty-five (25)

employees shall be given second level priority by Mail Services similar to First Class mail. Delivery may be delayed by things such as staffing levels, mail volume, properly or improperly prepared mail, business interruptions, holidays, vacation schedules, and Laboratory close-downs.

Arrangements for delivery of General Distribution mailings must be made by submitting a completed "Request for General Distribution Mailing by Employee Organization Through the LLNS Internal Mail System" to the Laboratory Contact. Such request must be received by the Laboratory Contact at least five (5) business days in advance of the delivery of material by the Authorized Employee Organization Representative to the Mail Services facility. The Union may be required to delay delivery of material to the Mail Services facility for a reasonable period of time in order to facilitate effective Mail Services operations. Mailings without a written authorization from the Laboratory Contact for processing will not be accepted for delivery by Mail Services.

In locations where individual employee mail boxes exist, the Union may use such boxes provided:

1. The distribution of literature by the Union shall be done during non-work time. The Union shall be responsible for clearing and disposing of Union materials. A failure by the Union to comply with this provision shall result in this privilege being revoked.
2. The access is otherwise consistent with the access provisions of this Agreement; and
3. The use complies with applicable Laboratory rules and regulations.

Failure to comply with these provisions may result in the denial of access to the internal mail system for a period of up to one (1) year or a limitation on the number of General Distribution mailings.

C. Telephone Use

Necessary telephone calls of a personal nature from Laboratory extensions are permitted but should be kept to a minimum to keep telephone lines open for Laboratory business. Public telephones are located in various areas for employee convenience.

Employees may not charge personal or Union toll calls to the Employer. Employees are to bill personal or Union toll calls to their residence phone, credit card, call collect or use a public telephone.

D. Use of Facilities

Non-work areas, including lunch rooms at Livermore and Site 300, may be used for Union meetings subject to the operating needs of the Department. Requests for use of such facilities shall be made in advance to Staff Relations. In the event the facilities requested by the Union have already been scheduled for other activities at the time the Employer receives the Union's request, the Employer shall not be required to change the existing scheduled use of the facility to accommodate the Union. The Employer may supplement, alter, modify, amend or when necessary rescind the designated meeting rooms and the days and hours available.

E. Preparation, Printing and Distribution of the Agreement

1. In consultation with the Union, the Employer shall prepare the official version of this Agreement. The Union may review the camera ready copy of the Agreement prior to printing. The Employer shall print and retain the official version of the Agreement.
2. The Employer, at its sole non-grievable discretion, may elect either, neither or both of the following options:
 - a. To print and distribute copies of this Agreement to the employees covered by the Agreement; and
 - b. To identify central locations where copies of the Agreement are available for review.

ARTICLE 8: STEWARD ACCESS

A. General Provisions

1. The Employer shall recognize SPSE-UPTE-designated employee representatives who are members of the bargaining unit. The function of the SPSE-UPTE-designated employee representative shall be to inform employees of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances.
2. The Union may designate four (4) bargaining unit employees as "SPSE-UPTE designated employee representatives" for the purposes of receiving paid release time as provided in this section.
 - a. The use of paid release time shall be for grievance-related activity including but not limited to:
 1. the hand-delivered filing of a grievance and additional filings related to the grievance, and the retrieval of Laboratory documents provided pursuant to a written request for information related to a grievance;
 2. meetings with the Employer representative to whom written grievances are presented or to whom documents related to filed grievance(s) are presented/signed or with whom time limit agreements are achieved;
 3. Informal Review meetings with management personnel held pursuant to Article 29: Grievance Procedure;
 4. All paid release time must be approved by the Steward's Division Manager or Staff Relations.

ARTICLE 9: POSITIONS

A. Employees

For the purposes of this Agreement, the term “employee” shall be understood to mean a member of the Skilled Trades bargaining unit.

B. Career Positions

Career positions are intended for journey-level skilled trades employees established at a fixed percentage of fifty percent (50%) or more of full-time, and are expected to continue indefinitely.

C. Flexible Term

A flexible term employee is an individual hired by the Employer for a limited duration assignment, not to exceed eight thousand (8,000) accumulated hours from date of hire.

ARTICLE 10: PROBATIONARY PERIOD

Newly hired employees shall serve a probationary period of six (6) months of continuous service without a break in service. Time on leave, with less than full pay or without pay is not qualifying service for the completion of the probationary period. Probationary employees may be released without cause at the sole discretion of the Employer.

An employee's probationary period may be extended to permit a more thorough examination of his/her performance in their position. Reasons for extensions include inconclusive evaluation at the end of six (6) months of employment, military leave, or circumstances that force the employee into limited or light duty. Such an extension shall be for a specific period of time not to exceed an additional three (3) months. At least seven (7) calendar days prior to the effective date of the extension, the employee shall be informed in writing of the reason(s) for the period of extension. Employees retained at the expiration of the probationary period shall become career employees and shall be credited with seniority from the date of hire.

The decision to release an employee during the probationary period or to extend the employee's probationary period is not subject to the Grievance or Arbitration Procedures of this Agreement.

ARTICLE 11: NONDISCRIMINATION AND AFFIRMATIVE ACTION

The Employer and the Union are committed to a discrimination-free workplace and neither condones or tolerates practices that discriminate against any person on the basis of race, color, religion, marital status, national origin, ancestry, sex, gender identity, pregnancy (including childbirth and medical conditions related to pregnancy and childbirth), sexual orientation, physical or mental disability, medical condition (cancer-related or genetic characteristics) as defined in California Government Code Section 12926, or Title II of the Genetic Information Nondiscrimination Act, status as a covered veteran (Vietnam-era veteran or special disabled veteran or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, or recently separated veterans), age, or citizenship or any other basis protected by law. This policy is intended to be consistent with the provisions of applicable State and Federal laws and LLNS Policies. Violations of this Article shall not be subject to Article 30, Arbitration of this Agreement provided, however, claims arguably cognizable under Sections 8(a)(1), (3), and/or (5) of the National Labor Relations Act are and shall remain arbitrable and subject to administrative deferral by the NLRB to the fullest extent allowed by law.

ARTICLE 12: REASONABLE ACCOMMODATION

A. Purpose

To outline the steps that will be taken to allow qualified employees who are disabled or become disabled to perform the essential functions of their position. This Article provides an overview of the interactive process, accommodations for known medical disabilities, and employee and management responsibilities as related to reasonable accommodation.

B. Procedure

The employer provides reasonable accommodations, with the goal of allowing qualified employees who are disabled or become disabled to perform the essential functions of their position. The interactive process will be used to determine what, if any, reasonable accommodation will be made.

If the employer becomes aware of the need for an accommodation, the employer shall analyze and identify the essential functions of the employee's position to determine if a reasonable accommodation can be made. The employer provides employees with reasonable accommodations, in accordance with applicable State and Federal law. The Return to Work Program assists employees and supervisors in accommodating employees in need of assistance.

1. The Interactive Process

The interactive process is a dialogue between the employee and appropriate representatives of the employer about viable options for reasonably accommodating the employee's disability. Options may include but are not limited to: a modified work schedule, a leave of absence, reassignment, modified equipment, assistive devices, modification of existing facilities, and restructuring of the job. Both the employer and the employee are expected to participate in the interactive process.

During the interactive process, the employer considers information related to the essential functions of the job, functional limitations, possible accommodations, and the reasonableness of possible accommodations. This information will be used by the employer to determine what, if any, reasonable accommodation(s) can be made.

In the unusual situation that the employee cannot be reasonably accommodated, the employee will be referred to the Benefits group for counseling regarding remaining sick leave and group insurance benefits, retirement options, and the possibility of medical separation.

ARTICLE 13: HEALTH AND SAFETY

A. Safety

1. It is the duty of the Employer to make a reasonable effort to provide and maintain a safe place of employment. The Union will cooperate by encouraging all employees covered by this Agreement to perform their work in a safe manner.
2. It is the duty of all employees covered by this Agreement, in the course of performing their assigned duties, to be alert to unsafe practices, equipment, and conditions, and to follow the safety regulations and requirements of the Employer, and to report any unsafe practices or hazardous conditions to their immediate supervisors. Employees who believe they have been subjected to reprisal for making such reports may make complaints pursuant to the Laboratory's Employee Concerns Policy.
3. An employee shall not be required to perform work which he/she reasonably believes is unsafe, until the safety concern of the employee has been reviewed by the Hazards Control ES&H representative or designee. Management shall contact Hazards Control ES&H representative or designee, and the employee may be reassigned to perform other work, if it is determined that the work is unsafe by the ES&H representative or designee.

B. Protective Clothing and Equipment

1. The Employer reserves the right to require certain unit employees to wear personal protective equipment.
2. Personal protective equipment includes attire worn over or in place of personal clothing to protect the employee's clothing from damage or abnormal soiling. Safety equipment protects the employee from exposure to hazardous working conditions. The Employer shall continue to provide clothing and safety equipment which it currently makes available to the employees covered by this Agreement. If protective clothing (e.g., overalls, coveralls, painter's whites) is required on a continuing basis, the Employer shall provide and maintain such clothing.
3. Each employee who requires corrective safety glasses and is in a classification which requires the use of safety glasses shall receive one (1) pair of corrective safety glasses per year. Employees working in extreme environments shall receive replacement lenses and/or frames as often as required by accelerated wear and tear. The employee shall bring the prescription to his/her supervisor and the Employer shall then purchase the glasses.

C. Safety Training

1. The Employer will provide appropriate safety training to bargaining unit employees.
2. The Employer and the Union agree that bargaining unit employees are required to carry out their job duties without endangering their own health or safety or that of other employees. The Employer and the Union further agree that no employee may manufacture, distribute, dispense, sell, use or be under the influence of alcohol or illegal drugs while performing their job duties.

D. Joint Health and Safety Committee

1. The Employer and the Union recognize the importance of maintaining a safe working environment and will cooperate towards the objective of reducing health and safety hazards and to encourage both management and employees to follow the Employer's Health and Safety Manual, as well as all applicable Federal, State and Local safety regulations, in reaching these objectives.
2. A Joint Safety and Health Committee shall be established. The Committee shall be comprised of four (4) members selected by the Employer and four (4) members selected by the Union. The Committee shall meet as mutually convenient, but not less than once each month.
3. The purpose of the Committee shall be to survey, analyze, and make recommendations to resolve any safety and health concern of a general nature, specific concerns not resolved in a timely manner by the line organization, and special concerns of the Bargaining Unit.
4. The Committee shall also promote health and safety education, review and analyze summary accident, injury, and occupational illness reports, and bring to the attention of the responsible organization specific health and safety concerns of bargaining unit employees.
5. The Committee will meet once a month at a minimum to discuss safety and health issues of a general nature and those specific concerns not resolved in a timely manner and make recommendations for resolutions of issues and make recommendations of a general nature.
6. The Committee shall maintain minutes and special reports as mutually agreed to, which will be reviewed at the next Committee meeting.

E. Ability to Stop Work

1. Unit employees shall have the right to stop his/her work or the work of others, at any time if he/she observes conditions that could cause harm to themselves, others, or the environment.

F. Ability to Pause Work

A Safety Pause can be called by any worker, anytime, whenever they believe a job cannot be performed safely. Once all affected personnel agree there is no unsafe condition, they can resume the work. If it is determined during the Safety Pause that a new hazard is introduced, or the scope of work has changed, then the issue is elevated to a Stop Work.

G. Excess Overtime

Special approvals for excess overtime are stated in Article 23, Overtime, section B.3.

ARTICLE 14: EMPLOYEE LEAVE

A. Holidays

Unit employees are eligible for twelve (12) paid holidays per year. Specific dates of holidays are published prior to the beginning of each calendar year.

1. Limitation on Holiday Pay

Holiday pay for full-time employees is limited to a maximum of eight (8) hours per holiday regardless of the work schedule to which the employee is assigned. Holiday time for less than full-time employees is calculated based on Table 14.1. Eligible employees receive holiday pay if on pay status the last scheduled work day before the holiday and the first scheduled work day after the holiday.

Table 14.1 Holiday Pay for Part-Time Employees

Hours on Pay Status ¹ (month)					Percentage ² of time on pay status	Hours of holiday pay
144	152	160	168	176		
0-71	0-75	0-79	0-83	0-87		0
72-81	76-85	80-89	84-94	88-98	50-56	4
82-99	86-104	90-109	95-115	99-120	57-68	5
100-117	105-123	110-129	116-136	121-142	69-80	6
118-135	124-142	130-149	137-157	143-164	81-93	7
136-144	143-152	150-160	158-168	165-176	94-100	8

B. Vacation

1. Policy

Unit employees earn vacation credit each month based on the percentage of time or the number of hours on pay status that month at a rate determined by the length of qualifying service.

2. Rate of Earning Vacation Credit and Maximum Credit Allowable

Unit employees accrue vacation credit at the accrual rates set forth in Table 14.2.

Table 14.2 Vacation Credit Accrual

Years of Qualifying Service	Vacation credit actual rate (hrs per month)	Maximum allowable credit (hrs)
Less than 10	10	240
10 but less than 15	12	288
15 but less than 20	14	336
20 or more	16	384

¹ Paid hours, excluding holiday hours.

² An employee employed on a percentage-of-time basis earns in accordance with the appointment, provided the employee is not off pay status during the month.

3. Accrual of Vacation Credit

Unit employees accrue vacation credit on a monthly basis based on established criteria. Vacation credit for each month is accrued and reported at the end of the month, except that terminating employees eligible to accrue vacation credit accrue proportionate credit through the last day on pay status.

Any career employee eligible to accrue vacation may be granted an advance of vacation leave of up to forty (40) hours to cover unusual circumstances with the approval of the Associate Director for Facilities and Infrastructure or the Security Director. Such vacation leave advance is granted only when the employee does not have sick leave or vacation credits to cover the absence.

a. During Leave with Pay

Vacation credit accrues at the normal rate during a leave with pay.

4. Use of Vacation

Vacation with pay is provided to give employees periods of relaxation from their work duties and responsibilities. Vacations are scheduled at the convenience of Lawrence Livermore National Security, LLC and with consideration of the wishes of employees.

Absence for illness, disability or personal reasons (e.g., special or religious holidays) may be charged to vacation. However, any career employee may be advanced vacation leave of up to forty (40) hours to cover unusual circumstances (see Section B.3). To use vacation leave for illness or disability, an employee may be required to submit medical certification from a health care provider of their own illness or disability or that of a family member, when vacation leave is used for family and medical leave purposes.

Upon request, employees shall be granted vacation before their accrued credit reached the maximum credit allowable (see Section B.2).

Employees cannot be paid vacation for the same period they are working and are on pay status at Lawrence Livermore National Security, LLC or any other position paid by Lawrence Livermore National Security, LLC funds.

5. Limitations on Vacation Pay

Vacation pay is limited to a maximum of eight (8) hours per day and forty (40) hours per week, except that unit employees on alternate work schedules may charge vacation in accordance with their scheduled hours of work.

6. Transfer of Vacation

Employees transferring from a parent organization or an affiliate company under Contract 44 will transfer vacation as allowed per the policy of sending organization, up to a maximum of eighty (80) hours.

7. Termination Vacation Pay

Employees who terminate from Lawrence Livermore National Security, LLC are paid for vacation credit accrued through the last day on pay status.

Employees separating from LLNS employment may not use vacation leave after their last day of work for any type of separation other than retirement. Retiring employees may schedule vacation leave between their last day of work and the effective day of retirement.

8. Retention or Cash Out of Accrued Vacation for Extended Military Leave

Employee options for addressing any accrued vacation when commencing extended military leave are described in Section E. - Military Leave.

C. Sick Leave

1. Policy

Sick leave is provided to continue the pay of unit employees who would otherwise be on pay status but who are unable to work because of illness or disability. Sick leave is also provided for medical appointments and, on a limited basis, in the event of death or illness of a family member. Employees may be required to submit satisfactory proof of illness or disability.

Sick leave credit is earned at the rate of eight (8) hours per month for full-time work.

Sick leave accrues each month based on the percentage of time or number of hours on pay status, excluding overtime pay, that month.

Employees must be on pay status at least one-half of the working hours of the month to accrue sick leave credit for that month.

2. Accrual of Sick Leave Credit

Sick leave credit accrues during a leave with pay. Sick leave with pay may not be taken prior to actual accrual.

a. Limitations on Accrual

Sick leave credit for each month is accrued at the end of the month, except that terminating employees eligible to accrue sick leave credit accrue proportionate credit through the last day on pay status, provided they are on pay status at least one-half of the working hours of the month.

Sick leave credit does not accrue for time on pay status in excess of forty (40) hours in any workweek (See Section C.2).

Paid overtime hours are not counted as hours on pay status for purposes of sick leave accrual. Paid holidays are counted.

b. Maximum Accrual

There is no maximum on the amount of sick leave that may be accrued, nor on the amount that can be used in any year for an employee's own illness.

3. Charging Sick Leave

a. Full-Time Employees

Full-time employees may charge a maximum of eight (8) hours per day and forty (40) hours per week, including an extended workweek, except that Employees on alternate work schedules may charge sick leave in accordance with their scheduled hours of work.

b. Part-Time Employees

Part-time employees may not charge sick leave for more than eight (8) hours per day or in excess of their scheduled hours of work, except that Employees on alternate work schedules may charge sick leave in accordance with their scheduled hours of work.

c. Exhaustion of Credits

When sick leave credits are exhausted, sick leave time will be charged to accrued vacation credits unless the employee specifically requests, and the department head/division leader approves, charging time to leave without pay.

4. Sick Leave for Medical Appointments

The amount of sick leave that may be used for medical, dental or optical appointments is limited to appointment time and reasonable travel time.

5. Sick Leave During Vacation

Employees may use sick leave while on vacation when specifically approved by the department head/division leader. A physician's statement or other administratively acceptable evidence is required.

6. Sick Leave During Official Travel

When an employee is on official travel status and unable to perform duties due to illness or injury, per diem or actual expenses for substance and lodging may be paid for a maximum of seven (7) days. A physician's statement or other administratively acceptable evidence is required.

7. Sick Leave During Pregnancy

Employees may use sick leave for pregnancy-related illness for disabilities, as in the case of other illnesses.

8. Family Sick Leave

a. Family Member Defined

For the purpose of this Article, family member are defined as spouse, registered domestic partner, parents, children, children of registered domestic partners, brothers, sisters, grandparents, and grandchildren, including step relatives and in-laws in these relationships, regardless of place of residence, and other persons living in the employee's household for whom there is a personal obligation.

b. Family Illness

Employees can use not more than thirty (30) days of accrued sick leave in any fiscal year for the required attendance or care of an ill family member as defined in Section C.8.a. The Laboratory Director may authorize exceptions beyond the 30-day limit, including exhaustion of all sick leave, in the event of catastrophic illness in the employees family or household.

Employees must be allowed to use up to six (6) days of accrued sick leave per calendar year to attend to the illness of a child, parent, spouse, or domestic partner.

9. Bereavement

Employees can use not more than five (5) days of accrued sick leave for each absence resulting from the death of a family member as defined in Section C.8.a.

In addition, an employee can use not more than a total of five (5) days of sick leave in any calendar year in the event the employee has a personal obligation with regard to a funeral attendance or bereavement because of the death of any persons other than family members.

10. Attendance to Mother at Time of Childbirth

A father or adoptive parent may use up to eight (8) hours of accrued sick leave for his/her attendance at the birth of the child. This is in addition to the amounts specified in Section C.8.b Family Illness and Section C.11 Sick Leave for Birth or Adoption.

11. Sick Leave for Birth or Adoption

A parent or adoptive parent may use up to eighty (80) hours of accrued sick leave at the time of birth or adoption for care of the child. This is in addition to the amounts specified in Section C.8.b Family Illness.

12. Use of Sick Leave on Separation, Layoff, and Leave without Pay

Employees may not use or receive pay for sick leave beyond a predetermined date of separation (including layoff and retirement) or during a leave without pay.

Employees are eligible to receive 0.004 of a year of credited service in LLNS Defined Pension Plan (TCP1) for each day of unused sick leave accrued up to the date of separation, provided they retire under TCP1 within 120 days of the separation date.

13. Reinstatement of Sick Leave Credit

Sick leave credit accumulated during previous employment with LLNS is reinstated upon hire at LLNS as follows:

- All accrued sick leave credit is reinstated when the break in service is less than fifteen (15) calendar days.
- Accrued sick leave, not in excess of eighty (80) hours, is reinstated when the break in service is fifteen (15) calendar days or more, but less than six (6) months.
- No sick leave credit is reinstated when the break in service is six (6) months or more.

14. Return to Work Following Sick Leave

Employees are required to report to the Health Services Department for a return-to-work clearance for:

- Work-related injury or illness involving one (1) or more lost work days.
- Non-work related injury or illness of five (5) or more consecutive work days (or an equivalent time period for those individuals on an alternative work schedule), or
- Non-work related injury or illness requiring hospitalization or surgery.

15. Use of Sick Leave for Work-Incurred Injury or Illness

a. Eligibility

Employees who accrue sick leave and/or vacation credits and who are unable to work as the result of a work-incurred injury or illness compensable under the State of California Workers' Compensation Act are eligible to:

1. Use accrued sick leave and/or vacation credits to supplement the disability payments received under the Act.
2. Receive extended sick leave payments when sick leave is exhausted, as described in Section C.15.c.

b. Use of Accrued Sick Leave and Vacation

Employees who accrue sick leave and vacation credit are permitted to use accrued sick leave and vacation credit to supplement temporary disability payments received under the Worker's Compensation Act. Sick leave and vacation payments shall be the difference between the amount payable to the employee under the Workers' Compensation Act and the employee's regular salary (base pay or base pay plus shift differential). The additional payment made to an employee to provide the employee with full salary prior to receipt of disability payments shall be deemed an advanced temporary disability payment within the Workers' Compensation Act:

- a. An Employee who receives advanced temporary disability payments shall reimburse Lawrence Livermore National Security, LLC for such payments. The reimbursement is used to restore proportionate sick leave and vacation credit as appropriate.
- b. During the employee's absence from work, time is charged to accrued sick leave and vacation credits.

c. Extended Sick Leave

Employees who are receiving temporary disability payments for a work-incurred injury or illness who do not have sufficient sick leave to cover the three-calendar-day waiting period before the commencement of temporary disability payments are eligible for extended sick leave payments to cover any part of the waiting period not covered by sick leave.

d. Effect on Collective Bargaining Agreement

Employees who are receiving temporary disability payments for a work-incurred injury or illness supplemented by accrued sick leave or vacation are considered to be on regular pay status for purposes of this contract except completion of the probationary period. Sick leave and vacation may be used as accrued.

Employees who are receiving temporary disability payments and extended sick leave payments are also considered to be on regular pay status for purposes of this contract, except completion of the probationary period. However, sick leave and vacation accrued during such periods are credited to the employee only upon returning to work. If the employee terminates without returning to work, the accrued vacation is paid.

In no event can an employee use vacation, sick leave, or extended sick leave to supplement Workers' Compensation payments beyond a predetermined date of termination or leave without pay. Any vacation credit remaining on the date of termination is paid on a lump-sum basis.

D. Required Leaves

There are certain instances where the Laboratory must allow an employee to take time off from work. Requests for time off cannot be denied in the following instances:

- Military service
- Organ or Bone Marrow Donation
- Jury or witness duty
- Voting
- Pregnancy disability
- Family leave
- Workers' compensation

- Emergency duty as a volunteer firefighter, reserve peace officer, emergency rescue personnel, or Civil Air Patrol member
- Volunteer firefighter training
- Victims of domestic violence
- Meeting about a child's suspension from school
- Participation in school activities with a child

Details about whether these leaves are paid or unpaid, as well as use of vacation and/or sick leave during these absences is included within this Article.

E. Military Leave

1. Eligibility

An employee shall be granted military leave for service in the uniformed services consistent with the requirements of federal and state law.

2. Definitions:

This Article adopts the definitions contained at 38 U.S.C. Section 4303. For ease of reference, the following definitions are reprinted from the federal definitions.

- a. "Uniformed services" means the Army, Navy, Marine Corps, Air Force, or Coast Guard, the respective Reserve Components (RC) of those services, the Army or Air National Guard, the Commissioned Corps of the Public Health Service, and any other category of person designated by the President in time of war or national emergency.
- b. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, absence from work for an examination to determine a person's fitness for any of the above types of duty, funeral honors duty performed by National Guard or RC members, and duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Homeland Security, when activated for a public health emergency, and approved training to prepare for such service.

3. Advance Notice of Leave

The employee shall provide as much advance oral or written notice of the leave as possible, except when to do so is precluded by military necessity, impossibility or unreasonableness.

4. Verification of Orders

LLNS may verify the employee's military orders in advance of the leave with pay, but shall not require a copy of official military orders for a leave without pay of less than thirty (30) days.

5. Types of Military Leave

There are two types of military leave:

1. **Inactive Duty for Training (IDT) military leave:** When an employee is ordered to weekly or monthly reserve meetings, weekend reserve drills, annual training, physical examinations, or other ordered inactive duty for training.
2. **Active Duty (AD) military leave:** When an employee enters into service or is a member of the uniformed services and is ordered into service in the uniformed services, AD military leave shall be granted in accordance with, but not exceeding, leave

entitlements set forth in the Uniformed Services Employment and Re-employment Rights Act (USERRA).

6. Pay for Military Leave

a. Military Leave with Pay

1. Inactive Duty for Training (IDT) military leave

An employee granted leave for inactive duty for training, or physical examination leave, is entitled to receive the employee's full regular pay up to 174 hours of LLNS paid time per fiscal year.

Eligible part-time employees receive pay in proportion to the average percentage of full time worked during the three (3) calendar months immediately preceding the leave.

2. Military pay supplement during Active Duty (SD) military leave.

LLNS will provide a supplement to military pay as described below to those personnel who are members of the uniformed services and are ordered into service with the uniformed services.

The military pay supplement provides eligible employees on Active Duty military leave with supplemental payments equal to the difference between the employees' LLNS pay³, and the sum of their military base pay and basic housing and/or quarters allowance, for up to eighteen month per Active Duty service period. LLNS will continue the employer contribution to pension, health, and welfare benefits (collectively, "benefits") for the shorter of up to eighteen (18) months or the length of the employee's uniformed service period. The eighteen (18) month limitation above shall be restarted provided the employee returns to LLNS employment for at least 180 calendar days.

Some employees are not eligible for the supplemental pay benefit because their military pay exceeds their LLNS wages. For individuals who do not receive supplemental pay, LLNS will provide the employer-paid portion of the health plan premium and other benefits when the employee continues to make the employee contribution, if any.

Employees who are on Active Duty military leave are not eligible for the 174 hours of LLNS paid time (IDT military leave) during the Active Duty period.

b. Military Leave without Pay

An employee who works at least half-time and is a spouse or registered domestic partner of a member of the U.S. Armed Forces, National Guard, or Reserves (Qualified Member) who has been deployed during a period of military conflict is eligible to take up to ten (10) days of leave without pay during the time that the Qualified Member is on leave from such deployment.

³ Military base pay shall be defined as base pay plus any allowances of any kind, whether listed on the Supplemental Military Pay form or not. Basic allowance for subsistence, uniform or clothing allowance, and certain travel allowances are excluded from military base pay.

An employee who is not eligible for Military Leave With Pay may elect to have absences for military leave charged to the employee's accrued vacation or may elect to take the time as leave without pay.

7. Reinstatement Following Military Leave

Following release from military service, an employee shall have such right to return, as is required by State and Federal law in effect at the time the employee applies for reinstatement. The Uniformed Services Employment and Reemployment Act (USERRA) requires reinstatement time limits based on the duration of an employee's uniformed service.

8. Benefits

An employee granted military leave shall receive benefits as provided below:

a. An employee on military leave with pay shall receive:

All benefits related to LLNS employment granted when an employee is on regular pay status. When an employee is on Active Duty military leave the employee may elect to receive a lump-sum payment for some or all of the employee's accrued vacation at any point during the leave or upon return to work the employee will have one (1) year to use the excess accrued vacation amount. LLNS shall conform to the provisions of the Uniformed Services Employment and Reemployment Act (USERRA) which requires pension and benefit continuity and reinstatement during and following periods of uniformed service.

b. An employee on military leave without pay shall receive:

Health plan coverage at the employee's request and expense for a limited period of time as described in the applicable summary plan description.

F. Leave with Pay

1. Court Leave

Employees who work half-time or more, are granted time off for court leave as follows.

a. Jury Duty

Full-time career or flexible-term employees on any shift or work schedule are granted leave with pay for actual time on jury duty, including grand jury duty, not to exceed the number of hours in an employee's normal workday and the normal workweek, and not to exceed twelve (12) months. Thereafter, leave without pay would apply. The leave with pay shall be at the straight-time rate (excluding shift differential).

Part-time career employees are granted leave with pay for actual time spent on jury duty, including grand jury duty that occurs during an employee's scheduled working hours, but not to exceed twelve (12) months. Thereafter, leave without pay would apply.

Employees who work the swing and owl shifts shall not be required to work their regular shifts if the start of said shift falls on the same day that the employee actually serves on the jury, is required to appear in court for jury selection, or is required to testify as a witness in a criminal case, other than as a defendant.

b. Administrative or Legal Proceedings

Time spent by employees to attend an administrative or legal proceeding on behalf of the Laboratory is counted as time worked and paid as follows:

- Full-time unit employees on any shift or work schedule served with a subpoena which compels their presence as a witness (other than as a paid expert witness) are granted leave with pay for actual time spent at administrative or legal proceedings and in related travel.
- Part-time unit employees are granted leave with pay for actual time spent at the proceedings and in related travel that occurs during an employee's scheduled working hours.

Leave with pay is not granted when an employee is the plaintiff or defendant in a proceeding, is called or subpoenaed as a paid expert witness not on behalf of the Laboratory or is called or subpoenaed because of duties for another employer. The time off is charged to vacation or leave without pay.

2. Voting

All employees are granted up to two (2) hours time off with pay for voting in any statewide primary or general election, if they are scheduled to work eight hours on that day and if they do not have time to vote outside their working hours.

3. Blood Donation

All employees are granted up to one (1) hour time off with pay for the purpose of donating blood during the Laboratory's periodic blood drives.

All employees are also granted a maximum of two (2) hours time off with pay to donate blood off-site. The time off should be at the beginning or end of the employee's regular working hours.

4. Organ and Bone Marrow Donations

Any employee shall be permitted to take up to thirty (30) business days leave to donate an organ or up to five (5) business days leave to donate bone marrow, per rolling 12-month period. An employee who wishes to be paid while on leave to donate bone marrow to another person shall use accrued sick and/or vacation leave.

An employee who wishes to be paid while on leave to donate an organ for transplant shall use up to ten (10) business days of accrued sick and/or vacation leave. After the initial ten (10) business days, during the remaining organ donation leave time (not to exceed thirty (30) days) LLNS will provide a supplement to the state disability payments (SDI). An employee may be required to submit medical documentation supporting the request for leave and/or return to work.

Additional leave may be available to an employee donating bone marrow or an organ under Family and Medical Leave if the employee's condition qualifies as a serious health condition.

5. Public Emergency

The Laboratory Director or Deputy Laboratory Director may declare that a public emergency exists that effectively prevents employees' attendance at work or the continuance of work at Lawrence Livermore National Security, LLC in a normal and orderly manner. A public emergency may include a natural disaster, such as fire, flood, earthquake or major storm; a man-made disorder, such as a demonstration, riot or act of sabotage; or a hazard exists that creates an unsafe or unsecure condition. If a public emergency is declared under this Article, unit employees will receive a reasonable amount of time off with pay with the approval of the Associate Director for Facilities and Infrastructure or the Security Director. Hours spent on public emergency leave are not considered time worked for the purpose of computing overtime pay.

6. Community Service

Unit employees may take flexible scheduling, vacation leave, or leave without pay to participate in volunteer activities during the workday with the approval of the Associate Director for Facilities and Infrastructure or the Security Director. Volunteer time normally may not be charged as time worked unless it is for an institutionally-sponsored community activity that is part of a Laboratory initiative and within the Contract 44 scope of work.

7. Investigative Leave with Pay

Unit employees under disciplinary action or under investigation will receive pay for involuntary investigatory leave not to exceed forty (40) hours with the approval of the Associate Director for Facilities and Infrastructure or the Security Director.

8. Security Leave

Unit employees, who lose access authorization, may request leave with pay if a position that does not require access authorization is not available, and no position is available to which the employee might reasonably be transferred.

9. Limitation

If an employee is required to work, is on another type of leave with or without pay, or is not scheduled to work during the time other employees are granted administrative leave with pay, such employee is not eligible for additional pay.

G. Leave without Pay

1. Eligibility

Employees may be granted leave without pay as personal leave, pregnancy disability leave, or family and medical leave, or leave while receiving temporary disability payments under the Workers' Compensation Act as provided in this Section. "Unpaid leave" includes leaves during which an employee receives disability payments.

Employees are required to report to the Health Services Department for a return-to-work clearance for:

- Work-related injury or illness involving one (1) or more lost workdays, or
- Non-work-related injury or illness of five (5) or more consecutive workdays, or
- Non-work-related injury or illness requiring hospitalization or surgery.

An employee who has been absent because of his or her own illness for over five (5) days may be required to provide certification from a health care provider of his or her fitness to return to work.

2. Approvals for Leave Without Pay

The types of requests for leave without pay and authorities for each form of approval are given in Table 14.3.

Table 14.3 Forms of leave without pay and approval authority

<u>Leave</u>	<u>Authority⁴</u>
Leave without pay for up to five (5) working days and all family and medical leaves	Department Head/Division Leader
All unpaid leaves (except family and medical leave) over five (5) days and up to twelve (12) months	Associate Director, Strategic Human Resources Management, with the recommendation of the Division Leader or Department Head
Requests for all leave to start or expand a small business engaged in the commercialization of technology owned by Lawrence Livermore National Security, LLC	Industrial Partnerships Office
Leaves without pay for more than twelve (12) months in special circumstances, up to a maximum of three (3) years	Director

3. Personal Leave Without Pay

Any unit employee may be granted personal leaves of absence for their convenience. The leaves may be granted for reasons such as extended illness, need to care for family members, or education. Leaves also may be granted for temporary outside employment when it is in the interest of public service or when it would be of benefit to the employer upon the employee's return.

All of the following information is to be considered prior to granting a personal leave:

- a. Approximate dates of the beginning and ending of the leave.
- b. Reason for the proposed leave and its relation to misfortune, unusual circumstances, or benefit to Lawrence Livermore National Security, LLC.
- c. Assurance that the employee understands that his/her return to the same or similar position in the department/division is subject to any changes in employment status that would have affected him/her if on pay status.
- d. Assurance that prior to going on leave the employee will take care of all unsettled matters such as accountability for Lawrence Livermore National Security, LLC property, classified documents, and outstanding travel vouchers, and will provide the information needed to meet the requirements of the medical and security programs.

⁴ The approval granting authority for the purposes of leave without pay may change at the Employer's discretion.

- e. Assurance that the employee is aware of the effect of a leave without pay on benefits, including group insurance and retirement.

4. School Suspension

An employee who is a parent or guardian of a child who has been suspended from school may take unpaid time off to attend to a portion of the school day to appear at the school in connection with that suspension. The employee must provide reasonable notice and may use accrued vacation for this purpose.

5. School Activities

An employee who is a parent, guardian, or grandparent with custody of a child in grades Kindergarten through 12, or a child attending a licensed day care facility, may take up to forty (40) hours off per calendar year (but no more than eight (8) hours in any one (1) calendar month) for the purpose of participating in activities of the school or licensed day care facility. The employee must use accrued vacation for this purpose. If the employee has no accrued leave, the employee may request unpaid leave.

6. Victims of Domestic Violence or Sexual Assault

An employee who is a victim of domestic violence or sexual assault may take unpaid time off from work to help ensure their health, safety, or welfare – or that of their child – by obtaining a temporary restraining order, a restraining order, or other court assistance. Employees may elect to substitute accrued vacation or sick leave.

An employee also may take unpaid time off to:

- Seek medical attention for injuries caused by domestic violence and/or sexual assault.
- Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence and/or sexual assault.
- Obtain psychological counseling related to an experience of domestic violence and/or sexual assault.
- Participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation.

7. Victims of Serious or Violent Felonies

An employee who is a victim of a crime, or who is a family member of a victim, may take unpaid time off to appear as a witness in court in compliance with a subpoena or other order to attend judicial proceedings related to the crime. Employees may elect to substitute accrued vacation or sick leave.

Reinstatement: An employee who has been granted a personal leave without pay shall be reinstated to the same or similar position provided the employee returns to work immediately following termination of the leave. If the position held has been abolished during a leave and a similar position is not available, the employee shall be afforded the same considerations that would have been afforded had that employee been on pay status when the position was abolished. The date of reinstatement is determined when the leave is granted.

8. Pregnancy Disability Leave

An employee who is disabled from working because of pregnancy, child birth or related medical conditions shall be granted, upon request, a leave of absence of up to four (4)

months for the period of disability. Pregnancy disability leave may consist of leave without pay and/or paid leave such as accrued sick leave or vacation.

If an employee on approved pregnancy disability leave also is eligible for family and medical leave under Section G.9 below, up to twelve (12) workweeks of pregnancy disability leave shall run concurrently with family and medical leave. Upon termination of pregnancy disability leave that runs concurrently with federal family and medical leave, an eligible employee may be eligible for up to twelve (12) workweeks of family and medical leave for any covered reason, such as baby bonding, except pregnancy or related medical conditions. An employee is entitled to up to a maximum of seven (7) months combined pregnancy disability leave and family and medical leave during the leave year.

The employee may be eligible for additional personal leave (see Section G.3) in addition to pregnancy disability leave and family and medical leave. Accrued sick leave (see Section C) and vacation leave (see Section B) may be used at the employee's option.

a. Reduced Work Schedule

When medically necessary, an employee may take pregnancy disability leave on a reduced work schedule or on an intermittent basis. Lawrence Livermore National Security, LLC may require an employee who is on a reduced work schedule or intermittent leave to transfer temporarily to an alternative position with equivalent pay and benefits if the alternative position better accommodates the required work schedule than the employee's position.

b. Advance Notice and Certification

Whenever possible, an employee shall provide at least thirty (30) days advance notice. If thirty (30) days notice is not practicable because of a medical emergency, for example, notice shall be given as soon as practicable. Medical certification from a health care provider of the disability may be required.

c. Temporary Accommodation

As an alternative to, or in addition to pregnancy disability leave, Lawrence Livermore National Security, LLC shall temporarily modify a pregnant employee's own position or transfer a pregnant employee to a different position upon request and with the advice of the employee's own health care provider, if the temporary modification or transfer can be reasonably accommodated. A temporary modification or transfer shall not be counted toward an employee's entitlement of up to four (4) months pregnancy disability leave.

d. Reinstatement

An employee who has been granted a pregnancy disability leave shall be reinstated to the same position provided the employee returns to work immediately following termination of pregnancy disability leave, and the leave has not exceeded four (4) months. If the employee would have been laid off or terminated had the employee remained on pay status during the leave period, the employee shall be afforded the same considerations that would have been afforded had the employee been on pay status when the position was abolished. The date of reinstatement is determined when the leave is granted.

9. Family and Medical Leave

- a. Family and medical leave is provided to eligible employees for any of the following reasons:
- Their own serious health conditions;
 - The serious health condition of the employee's child, child of a registered domestic partner, spouse, registered domestic partner, or parent;⁵
 - To bond with the employee's newborn, adopted, or foster care child in accordance with state and federal law in effect at the time the leave is granted; or
 - Any qualifying exigency arising out of the fact that the spouse, domestic partner, son, daughter, or parent of the employee is on active duty status or called to active duty status in support of a contingency operation.

Leave granted for bonding purposes shall be concluded within twelve (12) months following the child's birth or placement for adoption of foster care.

b. Eligibility

An employee shall be granted up to twelve (12) workweeks of family and medical leave during the twelve-month period commencing every January 1st, provided that:

1. The employee has at least twelve (12) cumulative months of Lawrence Livermore National Security, LLC service (all prior Laboratory services shall be used to calculate the twelve (12) months service requirement); and
 2. The employee worked at least 1,250 actual hours during the twelve (12) months immediately preceding the commencement date of the leave.
- c. An employee who meets the eligibility requirements noted above who is the spouse, domestic partner, son, daughter, parent, or next of kin (nearest blood relative) of a covered service member who is recovering from a serious injury or illness sustained in the line of duty may be granted up to 26 weeks of unpaid leave during a single 12-month period to care for the service member. The employee is limited to a combined total of 26 weeks of all types of FMLA leave in a single 12-month period.
- d. Use of Paid Leave: Family and Medical Leave is unpaid leave except under the following circumstances:
1. Accrued vacation earned under Section B may be used at the employee's option.
 2. Accrued sick leave earned under Section C may be used during a family and medical leave granted for an employee's own serious health condition or pregnancy disability. To the extent permitted by Section C.3, Family Sick Leave, sick leave may be used during a family and medical leave.
 3. Extended sick leave may be used during a family and medical leave granted to an employee who is receiving temporary disability payments under the Workers' Compensation Act, subject to Section D.

⁵ "Child" means a biological, adopted, step, or foster child of the employee or a legal ward of the employee. "Child" also means a child to whom the employee stands in loco parentis, meaning that the employee has day-to-day responsibilities to care for or financially supports the child. The child must be under 18 or incapable of self-care due to a mental or physical disability. "Parent" means a biological, adopted, step, or foster parent. "Parent" also means a person who stood in loco parentis to the employee when the employee was a child, meaning that the person had day-to-day responsibilities to care for or financially supported the employee when the employee was a child. "Parent" does not mean parent-in-law.

The Department Head shall designate all paid and unpaid leaves as family and medical leave if the leave meets the requirements set forth above.

e. Reduced Work Schedules

When medically necessary, an employee may be granted family and medical leave on a reduced work schedule or on an intermittent basis. Lawrence Livermore National Security, LLC may require an employee who is on a reduced work schedule or intermittent leave to temporarily transfer to an alternative position with equivalent pay and benefits if the alternative position better accommodates the required work schedule than the employee's own position.

f. Advance Notice and Certification

Whenever possible, an employee shall provide at least thirty (30) days advance notice. If thirty (30) days is not practicable because of a medical emergency, for example, notice shall be given as soon as practicable. Failure to comply with these notice requirements may result in postponement of family and medical leave.

Employees taking leave for more than five (5) days may be required to submit certification from a health care provider to substantiate that the leave is due to the serious health condition of the employee or the employee's immediate family member.

g. Reinstatement

An employee, who has been granted a family and medical leave, shall be reinstated to the same or equivalent position provided the employee returns to work immediately following termination of the leave. If the position held has been abolished during a leave and an equivalent position is not available, the employee shall be afforded the same considerations that would have been afforded had that employee been on pay status when the position was abolished. The date of reinstatement is determined when the leave is granted. Employees who were on family leave related to their own illness or injury are required to report to the Health Services Department for a return-to-work clearance for:

- Work-related injury or illness involving one (1) or more lost workdays,
- Non-work-related injury or illness of five (5) or more consecutive workdays, or
- Non-work-related injury or illness requiring hospitalization or surgery.

An employee who has been absent because of his or her own illness for over five (5) days may be required to provide certification from a health care provider of his or her fitness to return to work.

h. Additional Leave

An employee may also be eligible for additional personal leave under Section G.3.

10. Leave without pay for Temporary Workers' Compensation

Employees who are off pay status and receiving temporary disability payments under the Workers' Compensation Act may be granted, at the discretion of the department head/division leader, a leave without pay for all or part of the period during which temporary disability payments are received.

The leave without pay cannot extend beyond a predetermined date of termination, and an employee who would have been terminated if not receiving temporary disability payments may be terminated.

An employee on leave without pay receiving temporary disability payments, who then returns to work, is credited with sick and vacation leave as if the employee had been on regular pay status. If the employee terminates without returning to work, no payment is made for such vacation and/or sick leave credit.

If an employee on an approved Workers' Compensation leave is also eligible for family and medical leave, up to twelve (12) workweeks of temporary disability leave shall run concurrently with family and medical leave.

Reinstatement: The date of reinstatement is determined when the leave is granted, except as provided above. An employee who has been on work-incurred disability leave shall be reviewed for reinstatement or eligibility for vocational rehabilitation services. Employees are required to report to the Health Services Department for a return-to-work clearance for:

- Work-related injury or illness involving one (1) or more lost workdays,
- Non-work-related injury or illness of five (5) or more consecutive workdays,
or
- Non-work-related injury or illness requiring hospitalization or surgery,

An employee who has been absent because of his or her own illness for over five (5) days may be required to provide certification from a health care provider of his or her fitness to return to work.

11. Voluntary Civil Service Leave

Employees must be granted time off without pay to perform emergency duty as a Volunteer firefighter, reserve peace officer, emergency rescue personnel with approval by the Associate Director for Facilities and Infrastructure, or the Security Director.

An employee who performs emergency duty as a firefighter must be allowed up to a total of 14 days of unpaid leave per calendar year to engage in fire or law enforcement training.

An employee who performs duty as a member of the Civil Air Patrol must be allowed up to ten (10) days of unpaid leave per calendar year to respond to an emergency operational mission of the California Wing of the Civil Air Patrol.

Employees who perform search and rescue or disaster control work as members of any other organized civil unit may be granted time off without pay for the time required to be away during scheduled working hours when approved by the Associate Director for Facilities and Infrastructure, or the Security Director.

12. Exhaustion of Leave Credits

Employees who exhaust all vacation and/or sick leave credits during a period of paid leave shall be continued as absent without pay for a period not to exceed five (5) working days pending resolution of their employment status.

13. Effect on Benefits

Employees do not accrue vacation and sick leave credits during periods of leave without pay. An employee on leave without pay receiving temporary disability payments, who then returns to work, is credited with sick leave and vacation leave as if the employee had been on regular pay status. If the employee terminated without returning to work, no payment is made for such vacation and/or sick leave credit.

An employee on approved Federal Family and Medical leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a

period of up to twelve (12) workweeks in a twelve-month period. An employee on approved Service Member Family Leave under FMLA is entitled to continue participation in health plan coverage as if on pay status for a period of up to twenty-six (26) workweeks in a twelve-month period.

If an employee fails to return to work after FMLA leave, Lawrence Livermore National Security, LLC may recover health, dental, and vision plan premiums unless the failure to return to work was due to a continuation of the serious health condition or to circumstances beyond the employee's control.

Periods before and after an approved leave without pay are considered continuous service for purposes of eligibility for benefits based on length of service, except that the regulations of the retirement system must be checked to determine the effect of the leave on retirement benefits.

14. Record of Leaves without Pay

Each approved leave without pay in excess of five (5) working days must be processed on Livermore Administrative People Information System (LAPIS).

ARTICLE 15: PERFORMANCE EVALUATION

A. Definition

Performance Evaluation is a constructive process to acknowledge the performance of a non-probationary employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of her/his duties. Performance evaluation is not in and of itself a disciplinary procedure.

B. Evaluation Of Employees

1. The performance of each employee shall be evaluated at least annually, in accordance with a process established by the employer. Nothing in this Article shall prohibit the written evaluation of any employee more frequently than once annually.
2. The performance of non-probationary employees shall be evaluated in writing at least annually on a schedule in accordance with performance evaluation procedure(s) used for non-represented employees at the Laboratory. At the time of evaluation, the employee shall be given a copy of the evaluation and shall have the opportunity to provide written comments regarding the evaluation or add relevant materials which may supplement or enhance the evaluation. The comments or additional relevant materials, if any, shall be attached to the employee's evaluation and placed in the employee's personnel file.
3. In the event a non-probationary employee does not receive the written evaluation, the employee's overall performance for the year period shall be deemed to have been satisfactory for the purposes of salary management.
4. Should the employer wish to make changes to the evaluation form, the Union shall receive 30-days notice along with the text of the proposed change. The Union shall respond within 15 days of receipt of the notice with an acceptance of the change or a demand to bargain the change.

ARTICLE 16: EMPLOYEE DEVELOPMENT

Orientation programs and on-site training courses are provided to instruct and acquaint employees with policies, procedures, and job requirements. Employees may participate in special courses, workshops, and conferences at other organizations, colleges, and universities, or attend scientific meetings, professional society meetings, research conferences, and industrial conventions and shows.

When required by and approved in advance by the department head/division leader, time spent in attendance at such programs, courses, workshops, meetings, and conferences is time worked.

Internal Training: LLNS provides employee training in various fields and topics of interest to the Laboratory. These training courses are either assignment-related or career-related and are taught by LLNS employees or by non-employees under contract.

External Training: External training includes courses, seminars, and workshops offered by universities, professional associations, and private companies. When a department head/division leader approves a request for an employee to undertake assignment-related or career-related off-site training, the department/division pays fees, travel, and other expenses as necessary. External training is only used when the required skill, knowledge, or training is not readily available at the Laboratory.

A. Education General

Unit members may take academic courses and are eligible for tuition and/or fee reimbursement when:

1. The employee is in a career indefinite or flexible-term appointment.
2. The course is assignment-related or is part of a unit member's approved Academic Plan.
3. The unit member files a completed and approved Education Assistance Form with the Laboratory's Training and Development Division prior to the start of the course.

B. Academic Plans

Employees in a career indefinite or flexible term appointment may submit academic plans for acquiring the academic training needed to qualify for a specific Laboratory job or assignment. Each plan is reviewed and approved by the employee's department head/division leader and the Laboratory's Training and Development Division. Approval of the plan is based on the relevance of the degree/discipline to LLNS, quality of the program, funding availability and potential for individuals to meet anticipated workforce needs.

C. Education Assistance

Unit members, except participants in a State-approved Unilateral Apprenticeship Training Program, are provided the following education assistance when a course is approved as assignment-related or when the course is approved as career-related. Education assistance for participants in a State-approved Unilateral Apprenticeship Training Program is exclusively that provided by the Program.

1. Time Off to Attend Classes

Unit Members are expected to take classes during non-working hours or to work with their supervisor to adjust their work schedules around class time when operationally

feasible. Time off with pay is not allowed for travel, study, library, assignment or faculty consultation time.

2. Fee Reimbursement

Employees may be reimbursed for tuition, laboratory fees, and other fees required for registration when the employee submits proof of successful course completion and receipts for payment of fees to the Laboratory's Training and Development Division.

Reimbursement is allowed also when employees are forced to withdraw from a course because of work requirements, as confirmed by their department head/division leader, provided they submit evidence from the instructor that their work in the course was satisfactory at the time of forced withdrawal. Otherwise, employees who terminate before completion of a course are not to be eligible for reimbursement.

3. Repayment of Tuition Assistance

Employees who voluntarily terminate employment, or are terminated for cause within twelve (12) months of completion or withdrawal from an approved undergraduate or graduate degree program must repay 100% of their tuition reimbursement. Employees who voluntarily terminate employment, or are terminated for cause after one (1) year but less than two (2) years from completion or withdrawal from an approved undergraduate or graduate program must repay 50% of their tuition reimbursement.

Repayment will be waived if the employee is prevented from satisfactorily completing courses due to extended illness or disability as confirmed with LLNS Health Services Department, the employee leaves LLNS as a result of reduction in force or layoff, or work requirements necessitate withdrawal from a course, as confirmed by their department head/division leader. Employees must provide and submit evidence from the instructor that their work in the course was satisfactory at the time of forced withdrawal.

D. Safety-Related Training

The Employer and the Union agree that workplace health and safety are of paramount importance. To that end, they agree to collaborate with respect to issues relating to safety training and to submit said issues to the Joint Safety Committee in accordance with Article 13.

ARTICLE 17: PERSONNEL FILES

A. Access For Inspection

An employee shall be granted a reasonable amount of time in without-loss-of-straight-time pay status to review his/her personnel file(s). When granting such requests, the Employer shall take into account the frequency of such requests and the amount of time the employee is or will be engaged in such activity. A Laboratory representative may accompany the employee when the employee is reviewing his/her personnel file(s). Alternatively, an individual may authorize a Union representative to receive a copy of the employee's personnel file(s) or identified portions thereof on the employee's behalf. Such written authorization shall be valid for up to ninety (90) calendar days from the date of the signature of the authorization, or within a written time limit specified by the employee, whichever is later. When they are requested, copies will be provided within two (2) working days of the request.

B. Letters Of Warning/Discipline And Rebuttal Statements

Copies of letters of warning and/or disciplinary action shall, upon being placed in the employee's personnel file(s), be provided to the employee. The employee's written comments/rebuttals, if any, regarding such letters shall be placed in their personnel file(s) and shall be attached to the material being rebutted. Letters of warning and/or disciplinary action will be removed from an employee's personnel file(s) if there have been no similar warnings or disciplinary actions for a two (2) year period. If there have been no similar warnings or disciplinary actions for a two (2) year period, materials which are two (2) years old will not be used or relied upon to take or support disciplinary action. Counseling memoranda and/or written records of discussion, in and of themselves, are not discipline and shall not appear in employees' files.

C. Grievance Files

Records involving the processing of an employee's grievance such as the grievance form, step appeals and responses, and settlement documents will be kept in a file separate and apart from the employee's personnel file, and will be reviewable by the employee or his/her representative under Section A.

D. Protections From Disclosure

Except as allowed by law, by written permission of the employee, or provisions of this Article, no disclosure of an employee's personnel file shall occur. Only records protected by recognized legal privilege or excepted from disclosure by law may be withheld from the employee and/or the employee's representative. Neither an employee nor his/her representative shall be entitled to review confidential pre-employment information, nor shall the employee or his/her representative be entitled to review documents related to internal Laboratory labor relations.

E. Correction Of File

If, after inspection of his/her personnel file, an employee believes that any portion of the material contained therein is not accurate, the employee may make a written request to the appropriate Employer representative, to have the material corrected. The Employer shall notify the employee in writing of the correction or of its denial of said request. Denials shall be reviewable using only up to and including Step 2 of the Grievance Procedure as described in Article 29.

F. Fees

Pursuant to Employer's procedures, fees may be charged for making copies of personnel file information or extracts thereof; however, there is no charge for the first copy annually of the employee's records, either to the employee or to the employee's authorized representative.

ARTICLE 18: INCIDENTAL USE

Lawrence Livermore National Security, LLC Information Technology (IT) resources are funded and owned by the United States government for the purpose of supporting Lawrence Livermore National Security, LLC's programmatic and business activities. In order to create a more supportive work environment, this policy extends to employees new privileges and additional responsibilities associated with the incidental personal use of LLNS unclassified information technology resources in compliance with DOE O 203.1 (issued 1-7-05) Limited Personal Use of Government Office Equipment including Information Technology.

Incidental Personal Use, as it relates to this policy, is the incidental use of information technology resources for personal purposes that are **not** in the performance of one's official LLNS duties. Information technology resources include, but are not limited to, data communication networks, information servers, personal computers, printer and other related peripheral equipment and software.

Laboratory employees may make incidental personal use of LLNS IT resources if that use meets **all** of the following criteria:

- does not involve resources designated for classified systems;
- does not involve personal gain;
- does not directly or indirectly interfere with Lawrence Livermore National Security, LLC's operation of electronic communications resources;
- does not interfere with the employee's work assignment at Lawrence Livermore National Security, LLC;
- does not burden the Laboratory with noticeable incremental costs [de minimus expense];
- does not bring discredit to Lawrence Livermore National Security, LLC or cast significant doubt on the employee's reliability or trustworthiness or otherwise affect an employee's ability to work effectively or harmoniously with others; and
- does not support outside business activities;
- does not involve the creating, downloading, viewing, storing, copying, or transmitting of sexually explicit or sexually-oriented materials; or images or material related to gambling, illegal weapons, terrorist operations, or criminal activities;
- Does not violate other laws, or otherwise constitute an unauthorized use under this or other Contract Articles.

Incidental personal use does **not** include use by non-employees, even if they are members of an employee's immediate family or working under a sub-contract with LLNS (unless such use is specifically permitted in the applicable sub-contract).

The observance of all cyber security practices, rules, and regulations is the responsibility of all employees.

Lawrence Livermore National Security, LLC may employ monitoring tools to detect improper use of information technology resources. The Notice to Users on LLNS web sites and other computer systems contains specific notice of the Lawrence Livermore National Security, LLC's privacy policy and other information associated with accessing LLNS computers.

An employee found to be in violation of this Article is subject to corrective action, up to and including dismissal, under Article 19, Corrective Action.

ARTICLE 19: CORRECTIVE ACTION / DISCIPLINE AND DISMISSAL

The Employer shall have the authority to discipline non-probationary career employees for "cause." The Employer may discipline an employee by written warning, disciplinary demotion, salary decrease, suspension without pay and dismissal. The degree of discipline is at the sole discretion of the Employer. Oral reprimands are not discipline and are not subject to the Grievance or Arbitration Procedure.

An employee may be placed on investigatory leave (with pay) by the supervisor, without prior written warning and without other approval, while a charge of serious misconduct is under investigation. The investigatory leave shall not exceed fifteen (15) calendar days, unless unusual circumstances exist (documented with specificity), in which case leave may be extended up to an additional fifteen (15) calendar days sufficient to permit an investigation of alleged misconduct to be completed. Serious misconduct shall be misconduct that, if substantiated, would warrant severe corrective action or dismissal.

Upon completion of the investigation, the employee shall be informed by Staff Relations in writing of the result of the investigation and of the corrective action, if any, to be taken.

The Employer shall provide written notice of intent to impose a disciplinary suspension without pay, disciplinary demotion, disciplinary salary decrease, or dismissal to both the employee and to the Union. No such action shall be effective until the employee has provided a response to the notice of intent, or the employee has waived the right to respond by failing to provide a timely response. In no event shall such actions be effective less than twenty-one (21) calendar days following the date of service of the notice of intent.

All employees subject to discipline shall receive the following procedural protections:

A. Notice

1. Written notice of intent to dismiss, demote, suspend or decrease salary shall be given to the employee, either by delivery of the notice to the employee in person or by placing the notice of intent in the U.S. mail, certified mail, in an envelope addressed to the employee at the employee's last known home address. It shall be the responsibility of the employee to inform the Employer in writing of any change in such address.
2. **The notice of intent shall:**
 - a. Inform the employee of the disciplinary action which the Employer intends to take, the reason for the disciplinary action and the effective date of the disciplinary action which shall be not less than eight (8) calendar days after the date of service of the notice of intent to discipline;
 - b. Inform the employee that he/she has the right to respond, either orally or in writing, to the proposed action, to whom the response must be made, and that the response must be received within eight (8) calendar days of the date of service of the notice of intent; and
 - c. Include a copy of the charge and all materials upon which the charge is based. A copy of the notice of intent shall be sent to the Union.

B. Employee Response

The employee shall be entitled to respond, either orally or in writing, to the notice of intent described above. The response shall be made to a designated Staff Relations Representative with authority to amend, modify, revoke or otherwise alter the proposed disciplinary action, in accordance with the provisions of this Article. Such response must be received within eight (8) calendar days from the date of service of such notice of intent in accordance with instructions given by the Employer in the written notice of intent sent to the employee. After review of the employee's timely response, if any, the Employer shall notify the employee of any action to be taken. Such action may not include discipline more severe than that described in the notice of intent; however, the Employer may reduce such discipline without the issuance of a further notice of intent. If the employee chooses to respond orally, the employee is entitled to have a representative present.

C. Appeal Rights

Employees who receive final discipline of dismissal, demotion, suspension, or salary decrease may appeal such discipline by filing a grievance pursuant to Article 29 of this Agreement. Written warnings are appealable pursuant to Article 29 of this Agreement, but only to Step 3 of the Grievance Procedure.

ARTICLE 20: HOURS OF WORK

A. Workweek

A workweek is a period of time consisting of seven (7) consecutive twenty-four (24) hour days. The standard workweek is from 12:01 am Sunday to midnight the following Saturday. Workweeks beginning and ending on a day other than the above may be established by the Employer, upon notice to the Union.

B. Work Schedule

1. A work schedule is the normal hours of work for an employee within a workweek. Bargaining unit employees will be scheduled in accordance with the needs of the Employer, subject to the provisions of this Article.
2. The standard workday consists of eight (8) hour shifts not including a meal period for everyone except maintenance mechanics whose work hours include a meal period. The standard work schedule consists of five (5) consecutive standard workdays within a workweek.
 - a. Shift 1 begins at 7:00 am to 3:30 pm with an unpaid thirty (30) minute meal break. Shift 1 for maintenance mechanics begins at 8:00 am to 4:00 pm with a paid meal break.
 - b. Shift 2 is a work schedule in which the majority of work hours are worked after 4:00 pm. Once this requirement is met, all hours worked on shift are eligible for a 7.5% shift differential.
 - c. Shift 3 is a work schedule in which the majority of work hours are worked before 8:00 am. Once this requirement is met, all hours worked on shift are eligible for a 15% shift differential.

3. Rest Periods

A fifteen (15) minute rest period must be offered to bargaining unit employees who are scheduled to work a shift of three (3) and one-half hours or more. A second rest period of fifteen (15) minutes must be offered for every four-hour period or major fraction (i.e., two (2) hours) thereof. Rest periods should be permitted in the middle of each four-hour work period, whenever possible. This time cannot be taken at the beginning or end of a work period, or accumulated for later use. For unit employees, rest periods are considered time worked for pay purposes.

4. Meal Periods

Bargaining unit employees are permitted an unpaid lunch break of thirty (30) minutes. In any workday of more than five (5) hours, unit employees must be provided with a meal period of at least one-half hour. The meal period must be provided no later than the end of the fifth hour of work. A second meal period must be offered for any shift exceeding ten (10) hours, no later than the end of the 10th hour of work. Meal periods should be uninterrupted and are neither time worked nor time on pay status except for maintenance mechanics who are given a paid meal break. The meal period may be waived if the work period is not more than six (6) hours. A second meal period may be waived if an employee works more than ten (10) hours but less than twelve (12), and the employee has not waived the first meal period. On duty meal periods may be allowed under limited circumstances and requires pre-approval by the Associate Director for Facilities and Infrastructure, or the

Security Director. Employees who voluntarily choose to work during all or part of a meal period must report all time worked. Off-the-clock work is not permitted.

5. Travel Hours

Time spent by bargaining unit employees on official travel outside their scheduled work hours is considered time worked.

6. Holidays Falling on Scheduled Days Off

A full-time bargaining unit employee whose regular day off falls on a holiday observed by LLNS may be granted time off in the same workweek equivalent to the number of holiday hours that fall within the employee's workweek. If time off is not granted, the hours attributable to the holiday are considered time worked for purposes of computing overtime pay, in accordance with Articles 14 and 23.

7. The Employer may adopt alternative workdays and work schedules as follows:

a. A 9/80 Alternate Work Schedule for unit members is based on an alternate workweek beginning and ending at midday on Friday. Actual scheduling for a bargaining unit employee's 9/80 Work Schedule covers a two calendar week period.

b. Ten (10) hour shifts on four (4) consecutive days within each workweek.

8. Holidays – Application to Alternate Work Schedules

a. Holidays Falling on Scheduled Workdays

If a holiday falls on a 10-hour workday for a bargaining unit employee assigned to a 4/10 work schedule, or a 9-hour workday for a bargaining unit employee assigned to a 9/80 work schedule, with submission of a makeup request and prior approval from the supervisor, the bargaining unit employee may request a Holiday Reschedule to make up the hour(s) by working a like number of hours within the same workweek.

b. Holidays Falling on Scheduled Days Off

A full-time bargaining unit employee whose regular day off falls on a holiday observed by LLNS may be granted time off in the same workweek equivalent to the number of holiday hours that fall within the bargaining unit employee's workweek. If time off is not granted, the hours attributable to the holiday are considered time worked for the purposes of computing overtime pay, in accordance with Articles 14 and 23.

9. Temporary Schedule Change

The supervisor and/or department head/division leader may approve a temporary change in the assigned daily start and stop times, assigned daily hours, and assigned days of work for employees assigned to a Standard LLNS Work Schedule or to a Flexible Work Schedule (see Article 2.3 and Article 2.7). Bargaining unit employees will submit makeup time requests to his/her supervisor if the change requires them to work more than eight (8) hours in a day.

10. Makeup Time

With approval of the Division Leader, bargaining unit employees may receive makeup time consistent with the needs of the department/division and the requirements of the employee's position.

a. Personal Reschedule

Occasionally, with the submission of a makeup time request and the prior approval of the cognizant supervisor, a bargaining unit employee may be permitted an absence of up to one-half day per workweek without the absence being charged to accrued or unpaid leave, provided the employee makes up the time during the same workweek and works no more than eleven (11) hours in a single workday. For bargaining unit employees assigned to a 9/80 Work Schedule, the time must be made up before midday on Friday.

b. Holiday Reschedule

With the submission of a make-up time request, and the prior approval of the cognizant supervisor, a bargaining unit employee assigned to a 4/10 or 9/80 work schedule may be permitted to make up time during the same workweek for the hours normally scheduled for the workday on which the holiday falls that exceed the eight (8) paid holiday hours. No more than eleven (11) hours may be scheduled in a workday for makeup time. For bargaining unit employees assigned to a 9/80 Work Schedule, the time must be made up before midday on Friday.

11. Lactation Accommodation: Bargaining unit employees will be extended the same rights and accommodations for lactation as are extended to non-unit employees under state and federal law.
12. When the nature of the job requires a bargaining unit employee to change into or out of protective clothing, to engage in special washing and cleaning procedures, or to perform other such duties before or after work activities at a LLNS site at management's request, the time spent on such activities is considered time worked for pay purposes.
13. Advance notice of change(s) to the standard workday or standard work schedule will be given to the Union prior to the beginning of a pay period unless existing conditions effectively preclude giving advance notice. In consideration of the hardships which may result from a change in the standard workday and work schedule, the Employer will discuss the anticipated change or changes in scheduling and meet and consult with the Union if and when time permits.

ARTICLE 21: WAGES

The basic wage and progression schedule for employees is indicated below:

Wages Increases Year 1

Year 1: All job classifications receive a base-building increase in their base rate of **5%** effective the first day of the employees' workweek immediately following the date of ratification

Job Code	Job Classification	Sal Plan	Sal Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
801.1	Trades Helper	NFR	01	27.95	29.37	30.84	32.37		
805.1	Laborer I	NFR	1B	30.22	31.74	33.34	34.99		
805.2	Laborer II	NFR	2B	35.37	37.14	39.00	40.94		
805.4	Laborer, Lead	NFR	3L	40.94	43.00				
821.1	Locksmith I	NFR	02	30.84	32.37	34.02	35.70		
821.2	Locksmith II	NFR	05	37.91	39.77	41.80	43.87		
822.1	Air Conditioning Mech. I	NFR	04	37.91	39.77	41.80	43.87		
822.2	Air Conditioning Mech. II	NFR	08	43.87	46.06	48.37	50.77		
822.4	Air Conditioning Mech., Lead	NFR	8L	50.77	53.33				
823.1	Carpenter	NFR	04	37.91	39.77	41.80	43.87		
823.4	Carpenter, Lead	NFR	4L	43.87	46.06				
824.1	Electrician I	NFR	06	39.77	41.80	43.87	46.06		
824.2	Electrician II	NFR	07	41.80	43.87	46.06	48.37		
824.4	Electrician, Lead	NFR	7L	48.37	50.77				
825.1	Painter	NFR	04	37.91	39.77	41.80	43.87		
825.4	Painter, Lead	NFR	4L	43.87	46.06				
826.1	Plumber/Fitter	NFR	06	39.77	41.80	43.87	46.06		
826.4	Plumber/Fitter, Lead	NFR	6L	46.06	48.37				
827.1	High Voltage Electrician	NFR	08	43.87	46.06	48.37	50.77		
827.4	High Voltage Electrician, Lead	NFR	8L	50.77	53.33				
842.1	Heavy Equipment Mechanic	NFR	04	37.91	39.77	41.80	43.87		
842.4	Heavy Equipment Mechanic, Lead	NFR	4L	43.87	46.06				
851.1	Welder I	NFR	04	37.91	39.77	41.80	43.87		
851.2	Welder II	NFR	07	41.80	43.87	46.06	48.37		
851.4	Welder, Lead	NFR	7L	48.37	50.77				
852.1	Sheetmetal Worker	NFR	07	41.80	43.87	46.06	48.37		
852.4	Sheetmetal Worker, Lead	NFR	7L	48.37	50.77				
861.1	Rigger I	NFR	03	36.08	37.91	39.77	41.80		
861.2	Rigger II	NFR	04	37.91	39.77	41.80	43.87		
861.4	Rigger, Lead	NFR	4L	43.87	46.06				
862.1	Maintenance Mechanic	NFR	04	37.91	39.77	41.80	43.87		
862.4	Maintenance Mechanic, Lead	NFR	4L	43.87	46.06				
863.2	Boiler & Pressure Sys Mech II	NFR	08	43.87	46.06	48.37	50.77		
863.4	Boiler&Pressure Sys Mech Lead	NFR	8L	50.77	53.33				
894.8	Crafts Multi-Skill Assist	NFR	04	37.91	39.77	41.80	43.87		
895.8	Crafts Multi-Skill Assist.	NFR	06	39.77	41.80	43.87	46.06		
896.8	Crafts Multi-Skill Assist.	NFR	07	41.80	43.87	46.06	48.37		
897.8	Crafts Multi-Skill Assist.	NFR	08	43.87	46.06	48.37	50.77		
898.8	Crafts Multi-Skill Assist.	NFR	09	46.06	48.37	50.77	53.33		
899.9	Crafts Multi-Skill Assist	NFR	10	43.87	46.06	48.37	50.77	53.33	56.02

Wages Increases Year 2

Year 2: All classifications to receive a base-building increase in their base rate of **3%** effective the first day of the employees' workweek immediately following the 1st anniversary of the date of ratification.

Job Code	Job Classification	Sal Plan	Sal Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
801.1	Trades Helper	NFR	01	28.79	30.25	31.77	33.34		
805.1	Laborer I	NFR	1B	31.13	32.69	34.34	36.04		
805.2	Laborer II	NFR	2B	36.43	38.25	40.17	42.17		
805.4	Laborer, Lead	NFR	3L	42.17	44.29				
821.1	Locksmith I	NFR	02	31.77	33.34	35.04	36.77		
821.2	Locksmith II	NFR	05	39.05	40.96	43.05	45.19		
822.1	Air Conditioning Mech. I	NFR	04	39.05	40.96	43.05	45.19		
822.2	Air Conditioning Mech. II	NFR	08	45.19	47.44	49.82	52.29		
822.4	Air Conditioning Mech., Lead	NFR	8L	52.29	54.93				
823.1	Carpenter	NFR	04	39.05	40.96	43.05	45.19		
823.4	Carpenter, Lead	NFR	4L	45.19	47.44				
824.1	Electrician I	NFR	06	40.96	43.05	45.19	47.44		
824.2	Electrician II	NFR	07	43.05	45.19	47.44	49.82		
824.4	Electrician, Lead	NFR	7L	49.82	52.29				
825.1	Painter	NFR	04	39.05	40.96	43.05	45.19		
825.4	Painter, Lead	NFR	4L	45.19	47.44				
826.1	Plumber/Fitter	NFR	06	40.96	43.05	45.19	47.44		
826.4	Plumber/Fitter, Lead	NFR	6L	47.44	49.82				
827.1	High Voltage Electrician	NFR	08	45.19	47.44	49.82	52.29		
827.4	High Voltage Electrician, Lead	NFR	8L	52.29	54.93				
842.1	Heavy Equipment Mechanic	NFR	04	39.05	40.96	43.05	45.19		
842.4	Heavy Equipment Mechanic, Lead	NFR	4L	45.19	47.44				
851.1	Welder I	NFR	04	39.05	40.96	43.05	45.19		
851.2	Welder II	NFR	07	43.05	45.19	47.44	49.82		
851.4	Welder, Lead	NFR	7L	49.82	52.29				
852.1	Sheetmetal Worker	NFR	07	43.05	45.19	47.44	49.82		
852.4	Sheetmetal Worker, Lead	NFR	7L	49.82	52.29				
861.1	Rigger I	NFR	03	37.16	39.05	40.96	43.05		
861.2	Rigger II	NFR	04	39.05	40.96	43.05	45.19		
861.4	Rigger, Lead	NFR	4L	45.19	47.44				
862.1	Maintenance Mechanic	NFR	04	39.05	40.96	43.05	45.19		
862.4	Maintenance Mechanic, Lead	NFR	4L	45.19	47.44				
863.2	Boiler & Pressure Sys Mech II	NFR	08	45.19	47.44	49.82	52.29		
863.4	Boiler&Pressure Sys Mech Lead	NFR	8L	52.29	54.93				
894.8	Crafts Multi-Skill Assist	NFR	04	39.05	40.96	43.05	45.19		
895.8	Crafts Multi-Skill Assist.	NFR	06	40.96	43.05	45.19	47.44		
896.8	Crafts Multi-Skill Assist.	NFR	07	43.05	45.19	47.44	49.82		
897.8	Crafts Multi-Skill Assist.	NFR	08	45.19	47.44	49.82	52.29		
898.8	Crafts Multi-Skill Assist.	NFR	09	47.44	49.82	52.29	54.93		
899.9	Crafts Multi-Skill Assist	NFR	10	45.19	47.44	49.82	52.29	54.93	57.70

Wages Increases Year 3

- Year 3:** All classifications to receive a base-building increase in their base rate of **3.25%** effective the first day of the employees' workweek immediately following the 2nd anniversary of the date of ratification.

Job Code	Job Classification	Sal Plan	Sal Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
801.1	Trades Helper	NFR	01	29.73	31.23	32.80	34.42		
805.1	Laborer I	NFR	1B	32.14	33.75	35.46	37.21		
805.2	Laborer II	NFR	2B	37.61	39.49	41.48	43.54		
805.4	Laborer, Lead	NFR	3L	43.54	45.73				
821.1	Locksmith I	NFR	02	32.80	34.42	36.18	37.97		
821.2	Locksmith II	NFR	05	40.32	42.29	44.45	46.66		
822.1	Air Conditioning Mech. I	NFR	04	40.32	42.29	44.45	46.66		
822.2	Air Conditioning Mech. II	NFR	08	46.66	48.98	51.44	53.99		
822.4	Air Conditioning Mech., Lead	NFR	8L	53.99	56.72				
823.1	Carpenter	NFR	04	40.32	42.29	44.45	46.66		
823.4	Carpenter, Lead	NFR	4L	46.66	48.98				
824.1	Electrician I	NFR	06	42.29	44.45	46.66	48.98		
824.2	Electrician II	NFR	07	44.45	46.66	48.98	51.44		
824.4	Electrician, Lead	NFR	7L	51.44	53.99				
825.1	Painter	NFR	04	40.32	42.29	44.45	46.66		
825.4	Painter, Lead	NFR	4L	46.66	48.98				
826.1	Plumber/Fitter	NFR	06	42.29	44.45	46.66	48.98		
826.4	Plumber/Fitter, Lead	NFR	6L	48.98	51.44				
827.1	High Voltage Electrician	NFR	08	46.66	48.98	51.44	53.99		
827.4	High Voltage Electrician, Lead	NFR	8L	53.99	56.72				
842.1	Heavy Equipment Mechanic	NFR	04	40.32	42.29	44.45	46.66		
842.4	Heavy Equipment Mechanic, Lead	NFR	4L	46.66	48.98				
851.1	Welder I	NFR	04	40.32	42.29	44.45	46.66		
851.2	Welder II	NFR	07	44.45	46.66	48.98	51.44		
851.4	Welder, Lead	NFR	7L	51.44	53.99				
852.1	Sheetmetal Worker	NFR	07	44.45	46.66	48.98	51.44		
852.4	Sheetmetal Worker, Lead	NFR	7L	51.44	53.99				
861.1	Rigger I	NFR	03	38.37	40.32	42.29	44.45		
861.2	Rigger II	NFR	04	40.32	42.29	44.45	46.66		
861.4	Rigger, Lead	NFR	4L	46.66	48.98				
862.1	Maintenance Mechanic	NFR	04	40.32	42.29	44.45	46.66		
862.4	Maintenance Mechanic, Lead	NFR	4L	46.66	48.98				
863.2	Boiler & Pressure Sys Mech II	NFR	08	46.66	48.98	51.44	53.99		
863.4	Boiler&Pressure Sys Mech Lead	NFR	8L	53.99	56.72				
894.8	Crafts Multi-Skill Assist	NFR	04	40.32	42.29	44.45	46.66		
895.8	Crafts Multi-Skill Assist.	NFR	06	42.29	44.45	46.66	48.98		
896.8	Crafts Multi-Skill Assist.	NFR	07	44.45	46.66	48.98	51.44		
897.8	Crafts Multi-Skill Assist.	NFR	08	46.66	48.98	51.44	53.99		
898.8	Crafts Multi-Skill Assist.	NFR	09	48.98	51.44	53.99	56.72		
899.9	Crafts Multi-Skill Assist	NFR	10	46.66	48.98	51.44	53.99	56.72	59.58

If, in the judgment of the Employer, an employee is not entitled to an increase under this Article due to his/her performance on the job, or his/her conduct including excessive absenteeism or tardiness, the Employer may withhold such increase. Increases withheld under this Article of the Agreement are subject to review under the Grievance and Arbitration Articles of the Agreement.

The Employer may, at its initiative and in accordance with its judgment, start an employee above the starting rate.

If, during the progression period, an employee has been continuously absent from work for any reason (excluding vacation and periods protected by state or federal laws) for a period of one (1) week or longer, his/her scheduled progression step will be deferred one (1) week for each week of such continuous absence.

ARTICLE 22: ANCILLARY PAY

A. Pay for Non-standard Work Schedules

Unit members assigned to shift 2 or shift 3 receive a higher base rate than employees assigned to a standard work schedule (shift 1). The shift differentials are as follows:

- 7.5% for shift 2;
- 15% for shift 3.

1. Non-Standard Work Schedule Base Rates While on Leave with Pay

Employees assigned shift 2 or shift 3 are paid at the applicable base rate during all leaves with pay.

2. Non-Standard Work Schedule Base Rates for Termination Vacation Pay

Employees assigned shift 2 or shift 3 at the time of termination are paid for unused, accrued vacation credits at the applicable base rate, unless the assignment was temporary and less than 90 days.

B. Call-Back Pay

1. Eligibility:

Unit members are eligible for Call-Back Pay in the following circumstances:

- When called back in to a Lawrence Livermore National Security, LLC work site without prior notice.
- When prior notice of the need to return to a Lawrence Livermore National Security, LLC work site is given but the work is scheduled to begin at least three (3), but not more than twelve (12), hours after completion of the employee's assigned work schedule on the day notice is given. In these circumstances, Call-Back Pay stops when the employee's next assigned work schedule starts.
- When in on-call status (see Section C below) and called back in to a Lawrence Livermore National Security, LLC work site after the completion of the employee's assigned work schedule.

2. "Lawrence Livermore National Security, LLC Work Site" Defined

"Lawrence Livermore National Security, LLC work site" includes LLNS, LLC sites such as Site 300 and other sites required by the Lawrence Livermore National Security, LLC but does not include the employee's home.

3. Call-Back Minimum Period

The call-back minimum period starts when the employee reports for work at the required Lawrence Livermore National Security, LLC work site and ends three (3) hours later.

4. Amount of Pay

Employees who are called back will be paid for all hours worked at one and one-half (1-1/2) times their straight time rate or for a minimum of three (3) hours at one and one-half times (1-1/2) their straight time rate, whichever is greater. If, at the commencement of the call-back period, the employee has more than forty (40) hours for the workweek that are

considered hours worked for overtime purposes, the time actually worked on call-back is paid at the rate of one and one half (1-1/2) times straight time pay.

5. Non-standard Work Schedule Base Rate

The non-standard base rate applicable to the shift on which the call-back work is performed is included in the Call-Back Pay (see Section B.4 above).

6. Effect on On-Call Compensation

On-call payments cease when the employee reports to work at the required Lawrence Livermore National Security, LLC work site and do not resume until the three-hour call-back minimum period or greater number of call-back hours actually worked have elapsed (see Section C below).

7. Repeat Call Back

If called back within a three (3) hour call-back minimum period, the employee is not eligible for another minimum.

8. Time Reporting

Employees who are called back report actual call-back hours worked onsite as “Call-Back Overtime.” If the employee is called back again within the three-hour call-back minimum period, the employee totals the time actually worked during the two call-backs and reports it as one instance of call-back.

C. On-Call Duty

On-Call is scheduled time during which an employee is not required to be at the work location but is required to restrict their activities so as to be readily available and able to report for work at a LLNS work site within the time specified by their organization (usually one (1) hour) if called.

On-call status is a planned management action and can be used in both emergency and long-term continuing operational situations. Except for exceptions, employees are not eligible for on-call pay on any workday that they are on other paid leave status. (The process for obtaining an exception is described in a separate letter at the back of this contract). Eligible employees will receive on-call pay on Laboratory holidays.

1. The parties agree to the following procedure for assigning mandatory on-call duty in Bargaining Unit shops.

- a. When the level of voluntary participation in on-call in a shop is deemed insufficient to provide on-call coverage, management may schedule qualified (competent-worker status), nonprobationary, Q-cleared employees in that shop to be available for mandatory on-call as follows:**
- b. On or before October 1st of each year, the Lab will determine the coming year’s on-call needs by shop and request volunteers in each shop.**
- c. On or before October 15th of each year, the Lab will determine whether there are sufficient volunteers to meet the needs of a shop.**
- d. On or before November 1 of each year, if volunteers are determined by the Lab to be insufficient to meet the anticipated on-call needs of a shop, then the Lab may implement a mandatory on-call rotation in that shop with notice to the Union and an opportunity to discuss the decision and its effects on affected employees. These**

discussions will be completed on or before 15 calendar days following delivery of the notice to the Union. The Union's agreement shall not be required for the Laboratory to implement a mandatory on-call rotation for a shop which shall remain in effect through the coming calendar year.

- e. On or before December 1 of each year, the Laboratory will provide notification to employees of the coming year's on-call rotation in each shop.
 - f. On January 1 of each year, the on-call rotation becomes effective for each shop with possible quarterly updates.
 - g. Volunteers commit to be on call for the full calendar year.
 - h. Mandatory Rotation assignments shall be made in order of inverse seniority.
 - i. The scheduled length of an employee's mandatory on-call assignment shall not exceed one week without good cause.
 - j. Provided adequate coverage is maintained, employees may arrange among themselves to exchange or transfer on-call assignments subject to approval by appropriate management personnel. A suitable replacement is someone who has competent-worker status in a given shop, non-probationary and Q-cleared.
 - k. The Laboratory may make possible rotation adjustments during the year with notice to and advance discussions with the Union to the extent practicable.
2. Unit employees assigned to on-call status will be paid 14% of their hourly base rate for each on-call duty hour.
 3. Call Back to a LLNS Work Site

If the employee is called back in to a LLNS work site from on-call status, the employee receives Call-Back Pay as provided in Section B. On-call payments cease when the employee reports for work at the required LLNS work site. On-call payments do not resume until the conclusion of call-back time (that is, until after the greatest of the three-hour call-back minimum or actual call-back hours worked has elapsed).

D. Reporting Pay

If a unit employee reports to work on a scheduled workday, they must be paid for the greater of one-half (1/2) their scheduled day's work (up to four (4) hours) or two (2) hours of their regular rate of pay.

E. Pay for Travel Time

Unit employees on official travel outside their scheduled work hours are paid for the travel time.

F. Termination Pay

Upon termination, employees are paid for work done through the last day of work, plus any accrued, unused vacation credits.

1. Non-standard Work Schedule Base Rates and Termination Vacation Pay

Employees assigned to shift 2 or shift 3 at the time of termination from LLNS employment are paid for unused, accrued vacation credits at the applicable base rate, unless the assignment was temporary and less than ninety (90) days.

G. Premium for Maintenance Mechanics in the Mechanical Utilities Division for Required Certifications

The Maintenance Mechanics working in the Mechanical Utilities Division who are assigned water tasks/functions that require them to have and maintain any of the state licenses/certifications listed herein (Covered Tasks) will receive a premium of 6% for all hours worked. Applicable California state law/regulation shall determine whether a particular task/function is one of the Covered Tasks requiring a state license/certification. The eligible state licenses/certifications are: Water Treatment operator T2 or higher; Water Distribution operator D2 or higher; Wastewater operator W1 or higher and Backflow.

The Parties agree that a Maintenance or Mechanic's possession of any of the state licenses/certifications listed herein is not proof that they are performing Covered Tasks or that they are entitled to receive the Premium provided in this Section.

No Maintenance Mechanic in the Mechanical Utilities Division shall receive more than one premium even though they may have or maintain more than one of the licenses/certifications listed herein.

The Employer shall not direct Maintenance Mechanics working in the Mechanical Utilities Division to perform Covered Task(s) unless they have the state license/certification required for the performance of said covered work.

ARTICLE 23: OVERTIME

A. Definition

Overtime is time worked by a unit employee which exceeds eight (8) hours in a workday (for employees not on an Alternate Work Schedule or AWS), or forty (40) hours in their assigned workweek. Overtime for unit employees on a 9/80 AWS is time which exceeds nine (9) hours in a workday or anytime on a scheduled “off” day. Overtime for unit employees on a 4/10 AWS is time which exceeds ten (10) hours in a workday or anytime on a scheduled “off” day.

B. Pay for Overtime

Unit employees not on an approved Alternate Work Schedule are paid at the premium rate of 1-1/2 times their regular rate for time actually worked in excess of eight (8) hours in a workday or forty (40) hours in their assigned workweek.

Unit employees on an approved Alternate Work Schedule are paid overtime according to their Alternate Workweek Agreement, to include:

- All work performed in any workday beyond the schedule established by their agreement up to ten (10) hours a day or beyond forty (40) hours in any workweek will be paid at 1-1/2 times their regular hourly rate. All work performed in excess of twelve (12) hours in any workday will be paid at double the employee’s regular hourly rate.
- All hours for work performed on a scheduled off day are paid at the premium rate of 1-1/2 times the regular hourly rate for the first eight (8) hours and double the regular hourly rate over eight (8) hours.
- Overtime for work on holidays is paid at 1-1/2 times the regular hourly rate for the first eight (8) hours, plus eight (8) hours holiday pay at the regular hourly rate.

Any hours worked by a unit employee over eight (8) on the 7th consecutive day of a workweek are paid at double the regular hourly rate.

1. Approval to Work Overtime

Unit employees may request overtime hours and receive them subject to the Employer’s process for approval.

2. Pay for an Extended Workweek Schedule

Unit employees normally on a 5/8 work schedule who are placed on an Extended Workweek Schedule (as defined in Article 20, Hours of Work) are paid for hours worked in excess of eight (8) in a workday or forty (40) in a workweek.

3. Special Approval for Excess Overtime

Unit employee work schedules shall afford a minimum of days off to permit adequate rest. Unit members shall not be compelled to work beyond the following without prior approval from the Associate Director for Infrastructure and Operations or the Security Director.

- a. A total of twelve (12) hours in a twenty-four (24) period.
- b. Sixteen (16) hours of overtime in a workweek.
- c. Fourteen (14) consecutive days without at least two (2) days of rest before the next workday prior to the next scheduled shift.
- d. Overtime in each workweek for four (4) consecutive weeks.

ARTICLE 24: INSURANCE BENEFITS

Employees in this unit are eligible to participate in a number of benefit programs generally available to non-management, non-supervisory, non-confidential employees of the Laboratory who are not exclusively represented. The current benefits for each plan are briefly summarized in this Article. However, the Union understands and agrees that the descriptions below do not purport to recite completely the coverage or eligibility requirements for each plan. Coverage, subject to plan rules, consists of the following:

- Medical Insurance
- Dental Insurance
- Vision Service Plan
- Life Insurance
- Accidental Death and Dismemberment Insurance
- Business Travel Accident Insurance
- Disability Income Insurance
- Flexible Spending Accounts: Dependent Care Assistance Program (DEPCARE) and Health Care Reimbursement Account (HCRA)
- Legal Expense Insurance Plan

Unit employees (and their qualifying family members) will be eligible for the same insurance plans or special accounts that are available to non-represented LLNL employees as of the date of this contract. The Employer shall agree to notify the Union of changes to benefits and premium costs.

ARTICLE 25: RETIREMENT BENEFITS

A. Retirement Income Plans

Employees hired effective October 1, 2007, elected to become members of the LLNS Defined Benefit Pension Plan and the LLNS 401(K) Savings Plan (TCP1) or the LLNS 401(K) Retirement Plan (TCP2). Employees hired after October 1, 2007, or employees electing to leave TCP1 without leaving the Employer shall participate in TCP2. Employees in the bargaining unit shall participate in TCP1 and TCP2 on the same terms and under the same conditions as participating employees who are not in the bargaining unit. The Employer agrees to meet and confer with the Union to bargain in good faith over the effects, if any, that changes TCP1 or TCP2 or mandated by plan trustees or administrators during the term of this Agreement may have on bargaining unit employees prior to the change or step being implemented in the plan, but the parties' agreement to engage in effects bargaining before the change or step shall not delay the change or step from taking place for all participating employees even though the Union and Employer may have failed to reach agreement or good faith impasse on the effects of the change or step.

Changes to TCP1 or TCP2 or steps mandated by plan trustees or administrators shall be recognized by both the Union and the Employer as allowable and shall not be deemed a breach of this Agreement.

ARTICLE 26: LAYOFF

A. General Provisions

The Employer shall determine when temporary or indefinite layoffs are necessary.

B. Definitions

1. Temporary layoff affecting a career position is for a specified period of less than four (4) calendar months from the date of layoff.
2. Indefinite layoff affecting a career position is one which is four (4) or more calendar months.

C. Temporary Layoff

1. An employee shall be given written notice of the effective date and the ending date of a temporary layoff. The notice shall be given at least thirty (30) calendar days prior to the effective date.

D. Indefinite Layoff

1. The order of layoff for indefinite career employees in the same classification (defined as the four (4) digits of the title code) within a unit defined by the Employer is in inverse order of seniority except that the department head may retain employees irrespective of seniority who possess special skills, knowledge, or abilities that are not possessed by other employees in the same classification with greater seniority, and that are necessary to perform the ongoing function of the department.
2. Seniority: Seniority shall be calculated by the number of career full-time equivalent months (or hours) of LLNL service. Employment prior to a break in service shall not be counted. When employees have the same number of full-time equivalent months (or hours), the employee with the most recent date of appointment shall be deemed the least senior.
3. Notice: An employee will receive at least thirty (30) calendar days written notice prior to indefinite layoff. If less than thirty (30) calendar days notice is provided, the employee shall receive straight-time pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given thirty (30) calendar days notice. Prior to a layoff, the affected employee shall be notified of benefit continuation and unemployment insurance processes and, in addition, a non-probationary, indefinite career employee shall be informed of the procedures for recall and preferential rehire.

E. Reemployment from Indefinite Layoff

All laid off employees will have rehire rights for eighteen (18) months. An employee who is laid off shall be recalled in order of seniority into any vacant position within the bargaining unit for which the employee is qualified when the position is in the same classification (defined as the four (4) digits of the title codes). Employees who fail to take a position offered to them after reasonable notification will not be eligible for future positions.

F. Continuity on Benefits

The Employer's contribution to the cost of an Employer sponsored health plan will be provided for an employee on temporary layoff.

ARTICLE 27: SEVERANCE

A. General Provisions

Employees who are laid off from employment for an indefinite period are eligible for severance payments in accordance with the following provisions.

B. Definitions

The following definitions shall apply for purposes of severance payments.

1. Continuous Service

Service is continuous if an employee is on Laboratory pay status each month without a break in service or is on approved leave without pay. Continuous service is reestablished when an employee is recalled from layoff.

2. Equivalent Job

An equivalent job is any permanent position within the Laboratory at a beginning salary at least equal to the salary paid the employee in the job from which that employee was laid off, regardless of salary range.

3. One (1) Week's Pay

One (1) week's pay for hourly rated employees is defined as the basic hourly rate x 40 hours or the specifically approved workweek. This rate excludes all forms of ancillary or special assignment pay.

C. Severance Payment Calculations And Methods Of Payment

1. Calculation

The severance payment will be made in an amount equal to one (1) week's pay for each year of continuous full-time equivalent service (a fractional year of full-time service of six (6) months or more is counted as one (1) year of service), not to exceed a total of twenty-six (26) weeks pay.

2. Method of Payment

An employee receiving severance will receive a lump-sum payment at time of termination.

D. Limitations

1. Layoff

Severance payments will not extend the period of employment beyond the date of termination due to layoff.

2. Previous Service Payment

Severance payments made to an employee will not include payment for any period of service for which the employee has previously received such payment.

3. Exceptions

Severance payment will not be made to any employee who terminates for any reason other than layoff, with the following exceptions.

- a. An employee who resigns after receiving formal notification of layoff but prior to the effective date of layoff will be provided severance payments.
- b. Subject to management approval, an employee who resigns in lieu of another employee in an equivalent position who would have been laid off will be provided severance payments on request.

E. Reemployment

Should an individual who has received severance payments be rehired by the Employer before the expiration of the number of weeks for which the employee has received severance payments, the amount of the balance shall be credited as an advance on earnings.

ARTICLE 28: SUBCONTRACTING

To meet customer requirements and successfully operate its business, the Employer may, at its sole discretion, contract or subcontract work, functions, or processes normally performed by bargaining unit members.

Any subcontracting decision that would result in the direct layoff of a bargaining unit member will be subject to bargaining between the Employer and the Union.

LLNS will agree not to assign unit members as the “Responsible Individual” for a subcontractor’s employee, unless there is an emergency or an official inspection by a State or Federal inspector or other official assessor or an informational visit by an equipment vendor. An employee who escorts a subcontractor’s employee but who is not a “Responsible Individual” shall bear no responsibility for the unsafe act(s) or omission(s) of said subcontractor’s employee provided, however, and notwithstanding the Employer’s use of subcontractors, bargaining unit employees will always be expected to cooperate in a professional manner with a subcontractor’s employee and to follow LLNL’s workplace health and safety policies and practices and the Administrative Escorts Procedures as developed by the Employer, as outlined in Article 2.

In general it is the policy for bargaining members not to perform Lock Out and Tag Out (LOTO) for subcontractors. The subcontractor will comply with the LOTO requirement of one lock per each worker performing work under the LOTO.

Subcontractors are responsible for performing all steps in LOTO, and in general will be designated as the Primary LOTO Authorized Worker with the following exceptions:

- High Voltage (greater than 600 volts) Electrical utility distribution systems or components
- Mechanical utility distribution systems or components (examples would include City Water, Compress Air, Natural Gas, and LCW)
- Life Safety Systems that are maintained by the EMD Alarms Division
- Work performed within Nuclear Facilities, as defined with the DOE Standard
- At the request of the Facility Managers when in support of Mission Essential Real Property Assets (defined in DOE O 430.1B as those facilities and infrastructure assets that directly contribute to accomplishment of the program assigned missions or mitigation of environmental, safety, or health issues, which if not available, would adversely impact the mission).
- During Emergencies

These activities should be planned in advance to assure appropriate scheduling with LLNL workers. LLNL workers shall perform primary LOTO, up to and including absence of energy verification with the subcontractor present. Once the subcontractor hangs their individual locks, the LLNL workers shall transfer the LOTO and remove their locks for the performance of subcontractor’s work activity.

The Facility Manager for the facility or asset, and the Construction Managers for construction projects, will be responsible for planning and preparation of direction for the subcontractor regarding the accurate lock out points. Part of this planning and preparation may require the services of bargaining unit members.

ARTICLE 29: GRIEVANCE PROCEDURE

A. General Conditions

1. A grievance (Grievance) is a written complaint filed by the Union on behalf of one or more bargaining unit members (Grievant(s)) or on its own behalf alleging that the Employer has violated one or more provisions of this Agreement.
2. No employee shall be subject to reprisal for using or participating in the grievance procedure of this Agreement.

3. Filing

- a. All grievances must be filed with Staff Relations within the time frames specified in this Article, on a form agreed to by the parties (see Appendix A). Grievants will be identified on the grievance form by the Union to the extent the Union knows who the affected employees are at the time of filing.
- b. The grievance form must be signed and dated by the Union's Steward filing the grievance or his/her designee. The Steward will identify designee(s) in writing to the Employer.
- c. To be effective, the grievance form must contain the following information and meet the following conditions:
 - i) Only one subject matter shall be covered in any one grievance;
 - ii) A grievance shall identify the specific Article(s) and Section(s) of this Agreement alleged to have been violated;
 - iii) A grievance shall describe the action(s) which allegedly violated the identified Article(s) and Section(s);
 - iv) A grievance shall identify the date(s) of the action(s);
 - v) A grievance shall list the affected individual(s) known at the time of filing; and
 - vi) A grievance shall describe the remedy requested.
- d. Receipt of a grievance shall be acknowledged in writing by the Employer as soon as practicable following receipt, and sent to the non-work address listed on the grievance form or to the email address designated by the Union. If a grievance is incomplete or does not identify the information in Section c above, the Employer will advise the Union representative to complete the information within seven (7) calendar days of the date of the acknowledgement. Should the seven-calendar day period extend the deadline for grievance filing, the deadline shall be extended to accommodate the seven-day allowance for perfecting the grievance.
- e. For the initial filing of a grievance, the date filed shall be the date received. However, if the grievance is mailed, the date of the U.S. Postal Service postmark shall be considered the date filed. For grievance appeals and responses, the date of issuance shall be the date hand-delivered, the date of the U.S. Postal Service postmark, if mailed, or the date and time reflected on the document, if sent by e-mail. If the registered date and time on the e-mail falls outside the Employer's business hours, the following business day shall constitute the official date of receipt.
- f. No remedy under this Article shall exceed restoring to the grievant the pay, benefits, or

rights lost as a result of the violation of the contract, less any income earned from any other source including, but not limited to, workers' compensation, unemployment or any other employment.

4. Terms / Definitions

For the purposes of this Article, the terms:

- a. **“Grievant”** means any eligible employee covered by this contract who has a grievance (as defined by this Agreement);
- b. **“SPSE-UPTE-designated Employee Representative”** means any employee covered by this contract who is a designated Union representative of SPSE-UPTE, in accordance with the provisions of Article 8: Steward Access;
- c. **“SPSE-UPTE Representative”** means any person who is a non-Laboratory employee designated by the Union to act in the interest of or on behalf of SPSE-UPTE;
- d. **“The Parties”** means the Employer and
 - 1) the **“SPSE-UPTE representative”** or the **“SPSE-UPTE-designated employee representative”** when the grievant(s) is represented by an individual, as defined in Section A.4.b. or Section A.4.c. above; or
 - 2) **SPSE-UPTE**, when the Union is itself the grievant.
- e. **“witness”** means any employee who is serving as a witness in a grievance proceeding; for the purposes of release time, said employee must be covered by this contract.

B. Employee Representation

A grievant shall have the right to be represented at all steps of the grievance procedure by a Union representative or an SPSE-UPTE-designated employee representative.

C. Time Limits

1. Other than the time limits for the initial Step 1 filing of a grievance, the time limits as specified in this Article may be extended by mutual agreement of the parties. Extensions must be in writing and must be signed by the parties in advance. The parties may mutually agree to skip any steps of the grievance procedure. Such an agreement must be in writing and must be signed by the parties.
2. Deadlines that fall on a day that is not a regular business day will automatically be extended to the end of the next business day.
3. If a grievance is not appealed to the next step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered resolved on the basis of the last Employer response to the grievance and shall be considered ineligible for further appeal.
4. **REQUEST THAT A GRIEVANCE BE PLACED IN ABEYANCE** - Should the grievant and/or the Union make a request that the grievance be placed in abeyance for any reason, the period of abeyance shall not exceed ninety (90) calendar days.

D. Grievants Who Have Resigned

A Grievant who voluntarily resigns or retires their employment with the Employer shall have their pending grievances immediately withdrawn and will not benefit from any subsequent settlement or disposition of a grievance.

However, if the group or Union grievance is related to the implementation of a compensation provision negotiated in an Employer – Union Agreement, the grievance may be continued if it has moved to Step 2 before the date of the employees' resignation or retirement.

E. Grievance Procedure - Informal Review

Before commencing the formal grievance procedure, an individual employee, or group of employees, with or without their representative, may first attempt to resolve informally the grievance with the immediate supervisor.

F. Grievance Procedure - Formal Review

1. Step 1:

- a. All grievances must be filed either by U.S. mail, e-mail, or hand delivery, and received by Staff Relations within sixty (60) calendar days after the date on which the employee or the Union knew or could be expected to know of the event or action giving rise to the grievance. Staff Relations may extend this time limit to allow informal attempts at settlement to resolve the grievance.
- b. Grievances received after the filing deadline will be processed solely for the purposes of determining whether the grievance was untimely. Any formal grievance which is not received in accordance with Section F, or this Section, shall be reviewed only in accordance with the review procedures in Section O.
- c. **Employer Review:**
 - 1) The Employer's written response will be issued to the grievant and the representative, if any, within fifteen (15) calendar days after the formal grievance is filed. If the response is not issued within this time limit, or if the grievance is not resolved at Step 1, the grievance may proceed to Step 2.
 - 2) Resolution of the grievance at Step 1 or earlier, although final, shall not be precedent-setting.

2. Step 2

- a. If the grievance is not resolved at Step 1, the grievant or the Union may proceed to Step 2 by filing a written appeal with Staff Relations within fifteen (15) calendar days of the date the written response is issued or, if not issued, is due.
- b. If the parties mutually agree, the designated Employer local official shall convene a meeting with the grievant(s) and the grievant's representative, if any, to attempt to resolve the grievance. The meeting shall be convened no later than fifteen (15) calendar days following receipt of the appeal to Step 2. During the Step 2 meeting, the parties shall discuss information and contentions relative to the grievance.
- c. During the Step 2 process, the parties may agree in writing to amend the alleged violations stated in the original grievance.
- d. If requested by the grievant, a second Union representative may participate in the Step 2 meeting. In the event a second Union representative attends, only one (1) representative may actively participate in the grievance meeting, and the Employer shall pay release time for only one (1) representative.
- e. If a grievance that alleges a violation of Article 19: Corrective Action / Discipline and Dismissal only is not satisfactorily resolved at Step 2, the Union may appeal directly to arbitration in accordance with Article 30: Arbitration Procedure.

- f. A written decision shall be issued within fifteen (15) calendar days following the Step 2 meeting, or receipt of the Step 2 appeal if it is agreed that no meeting will be held.

3. Step 3

- a. All grievances that are not satisfactorily resolved at Step 2 may be appealed to Step 3. The appeal must be filed with Staff Relations within fifteen (15) calendar days of the date the Employer's Step 2 written answer was issued or, if no Employer answer was issued, within fifteen (15) calendar days of the date the Employer's answer was due.
- b. The Step 3 appeal shall identify all unresolved issues, alleged violations and remedies and shall be signed and dated by the Steward that filed the grievance or his/her designated representative. The subject of the grievance as stated at Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
- c. Staff Relations shall issue the Employer's written answer to a Step 3 appeal within thirty (30) calendar days of the receipt of the appeal.

4. Appeals to Arbitration

If an appeal to arbitration is not postmarked or hand delivered within thirty (30) calendar days of the issuance of the Employer's Step 3 answer, Section C.3 of this Article shall apply.

G. Group Grievance

A group grievance is defined as a grievance that covers more than one (1) employee, and that involves like circumstances and facts. A group grievance must be so identified by the Union on the grievance form at Step 1. If an employee wishes to withdraw from a group grievance that is brought by the Union, the employee shall notify the Union. The Union shall in turn notify the Employer in writing if the employee is to be withdrawn.

H. Consolidation of Grievances

Grievances of two (2) or more employees, as well as multiple grievances by or related to the same employee, or which relate to the same incident, issue, alleged violation, facts, or course of conduct, may be consolidated. Consolidation or severance of grievances shall occur by mutual written agreement.

I. Offers of Settlement

Settlement offers made at any stage of this procedure, including informal resolution, shall not be introduced as evidence in subsequent steps, and shall not be precedent setting.

J. Retroactivity

Settlement of grievances may or may not be retroactive as equities of a particular case may demand. In any case where it is determined that the settlement shall be applied retroactively, except for the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages, the maximum period of retroactivity allowed shall not in any case be made retroactive to a date earlier than thirty (30) calendar days prior to the initiation of the written grievance in Step 1.

K. Exclusive Procedure

The Grievance Procedure set out in this Article shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the alleged violation of this

Agreement. Unless otherwise indicated within this Agreement, any previous grievance procedure or other procedure in existence or adopted by the Employer shall not apply to employees covered by this Agreement for any purposes whatsoever.

L. Release Time and Pay Status For Grievants, Employee Representatives And/Or Witnesses

1. Employer-Convended Meetings

- a. If the Employer convenes a meeting involving the parties to a grievance for the purposes of resolving the grievance and/or completing the steps of the Grievance Procedure, the grievant(s), witness(es), if any, and SPSE-UPTE-designated employee representatives eligible to attend such meeting pursuant to this Article and Article 8: Steward Access, shall be in without-loss-of-straight-time-pay status during the meeting provided:
 - 1) such meeting occurs during the regularly scheduled hours of work of the grievant(s), SPSE-UPTE-designated employee representative, and/or witness(es); and
 - 2) advance request is made and approval is received from the supervisor of the grievant(s), the witness(es), and/or the SPSE-UPTE-designated employee representative. Approval to attend shall be made on an operational needs basis and shall not be unreasonably denied.
- b. A grievant or the representative may request the availability of bargaining unit employee witnesses for Employer-convended grievance meetings. The availability of bargaining unit employee witnesses shall be determined by their immediate supervisor(s) on the basis of operational needs, and such requests shall not be denied unreasonably. Witnesses shall be in a without-loss-of-straight-time-pay status if the information they provide pertains to the subject of the grievance and the criteria enumerated above (Section L.1.a.1. and Section L.1.a.2.) are met. Grievant and the Union agree that every effort shall be made to avoid the presentation of repetitive witnesses and the absence of any or all witnesses shall not require the meeting to be recessed or postponed.
- c. The Employer is not responsible for any travel or lodging expenses or any other expenses incurred by the representative, grievant or Union witnesses.
- d. Paid release time for SPSE-UPTE-designated employee representatives for purposes other than Employer convended meetings shall be provided in accordance with Article 8: Steward Access.

M. Exclusion Of Flex-Term And Probationary Employees

The retention or release of flex-term and probationary employees is at the sole discretion of the Employer, and shall not be subject to Article 29: Grievance Procedure or Article 30: Arbitration Procedure of this Agreement.

N. Grievance File

Records involving the processing of an employee's grievance, such as the grievance form, step appeals/responses, and settlement documents, will be kept in a file separate from the employee's personnel file. It is not the intent of this section to exclude from the employee's personnel file final disciplinary action documents, including those that result from a settlement agreement.

O. Review Of Grievances That Involve Timeliness Disputes

When the Employer determines a grievance is ineligible for further processing due to timeliness, the Union may make a written appeal to Staff Relations within thirty (30) calendar days of issuance of the notification to the Steward or his/her designated representative. This appeal is solely limited to a review of the timeliness issue. If Staff Relations denies this appeal, the Union may appeal the issue of the closure of the grievance directly to arbitration per Article 30: Arbitration, within thirty (30) calendar days of the issuance of the denial of the appeal.

ARTICLE 30: ARBITRATION

A. General Conditions

1. An appeal to arbitration may be made by the Union after exhaustion of Article 29: Grievance Procedure. The appeal to arbitration must be signed by the President of the Union or his/her designee, and filed with Staff Relations.
2. The decision of the arbitrator on any issue properly before her/him shall be final and binding.
3. An appeal to arbitration shall not prohibit efforts by the Employer and the Union to resolve the grievance during the time the appeal is pending and until such time that an arbitrator has rendered her/his decision.
4. The Union shall have full authority to settle, withdraw or otherwise dispose of any grievance brought on behalf of the Union and/or on the behalf of employees. An agreement by the parties to settle, withdraw, or otherwise dispose of a grievance appealed to arbitration shall be binding upon the grievant(s).
5. Where two (2) or more grievances are appealed to arbitration, all grievances by or related to the same employee(s), or grievances which relate to the same incident, issue or course of action, may be consolidated by agreement of the parties.

6. Time Limits

a. Initial Filing

An appeal to arbitration must be filed within thirty (30) calendar days of the issuance of the Employer's Step 3 decision to the Union. Appeals which do not contain the appropriate Union signature will be considered ineligible for appeal to arbitration.

b. Employer Acknowledgment of Receipt

Within fifteen (15) calendar days of the postmark or, in the case of hand delivery the date of receipt, of the Union's appeal to arbitration, the Employer shall mail or email to the Union an acknowledgment of the receipt of the appeal and the identity of the location to which all relevant correspondence should be directed.

c. Union Request that a Grievance Be Placed in Abeyance

Should the Union make a request that the grievance be placed in abeyance for any reason, the period of abeyance shall not exceed forty-five (45) calendar days.

B. Employee Representation

Union representation at the arbitration hearing may consist of up to two (2) representatives, with only one (1) of the two (2) representatives being eligible for without-loss-of-straight-time-pay status. Only one (1) of these individuals may be designated as the employee advocate for the course of the hearing.

C. Selection Of Arbitrator

1. Within ninety (90) calendar days of the date of the appeal to arbitration, the arbitrator shall be selected.
2. The parties shall select an arbitrator from among the names listed in Table 1. The parties shall arrange to strike the names and the remaining person shall become the Hearing

Officer. A coin toss shall determine whether the Union representative or Staff Relations has first choice in striking names.

Table 1.

Name	Contact Information
Alexander Cohn	T: 707-226-7096 F: 707-253-4067 E: acohnarb@comcast.net PO Box 4006 Napa, CA 94558
Fred Horowitz	T: 310-829-6064 F: 310-449-1049 E: FRHorowitz@naarb.org PO Box 3613 Santa Monica, CA 90408-3613
John B. LaRocco	T: 916-446-9048 F: 916-446-6963 E: laroccoj@laroccoarb.net 2001 H Street Sacramento, CA 95811-3109
Katherine Thomson	T: 510-528-3005 F: 510-528-3005 E: kthomsonarb@outlook.com 3060 El Cerrito Plz., #333 El Cerrito, CA 94530-4011
Luella Nelson	T: 510-658-4959 F: 510-658-9423 E: Luella.Nelson@SBCGlobal.Net 4096 Piedmont Ave., #159 Oakland, CA 94611-5221
Wilma Rader	T: 510-527-6676 or 510-527-3048 E: wrkrader@gmail.com 570 Santa Clara Avenue Berkeley, CA 94707
Joel Schaffer	T: 925-708-3738 E: joel@joelbschaffer.com 104 Fiesta Circle Orinda, CA 94563
Greg Lim	T: 510-273-6239
John Kagel	T: 650-325-0389 F: 650-325-4394 E: jk@johnkagel.net PO Box 50787 Palo Alto, CA 94303

3. If both parties disagree with the arbitrator who has been selected, the process shall be repeated once in its entirety.

4. A separate arbitrator shall be selected for each grievance appealed to arbitration, unless the parties agree otherwise in writing.
5. The parties may agree in writing to extend the ninety (90) calendar day limit for selecting the arbitrator. Requests to extend the limit by one party shall not be unreasonably denied by the other party. Absent an extension, failure to select the arbitrator within ninety (90) calendar days will render the appeal to arbitration ineligible for further processing and the Employer's Step 3 answer will be considered final.
6. All arbitrability disputes, substantive or procedural, shall be subject to arbitration under this Article, including disputes arising from Employer claims that the Union has lost the right to pursue arbitration of a pending grievance because of untimely processing.

D. Scope Of Arbitration

Unless there is an agreement by both parties to modify the scope of the hearing, the issue(s) to be heard by the arbitrator shall solely and in its entirety be restricted to the issue(s) stated by Step 3. Issues or allegations which were known or should have been known to either party but not introduced by the Step 3 process shall not be introduced by either party at the arbitration hearing, except as provided in Section E, below.

Disputes arising out of or based upon the Davis-Bacon Act shall not be subject to arbitration. Such disputes shall be resolved in accordance with the procedures of the Department of Labor.

E. Arbitration Proceeding

1. The parties will attempt to agree on a location for the arbitration hearing.
2. The arbitration hearing shall be closed to anyone other than the participants in the arbitration hearing, unless the parties otherwise agree in writing.
3. The arbitration hearing shall provide an opportunity for the Union and the Employer to examine and cross-examine witnesses under oath or affirmation, and to submit relevant evidence.
4. Settlement offers made any time during the Grievance and/or Arbitration Procedure shall not be introduced as evidence in the arbitration hearing.
5. Either or both parties may, at their discretion, file briefs with the arbitrator. The order and time limits of briefing shall, on a case by case basis, be as agreed upon by the parties or as specified by the arbitrator. Briefing time limits shall be extended by the arbitrator upon the agreement of both parties.
6. In all cases appealed to arbitration pursuant to the terms of this Article and this Agreement, the Union has the burden of initiating the steps in the procedure. With the exception of those cases in which the issue is that of actions taken by the Employer pursuant to Article 19: Corrective Action / Discipline and Dismissal, the Union shall have the burden of proof. The burden of proof in cases in which the issue is that of actions taken by the Employer pursuant to Article 19: Corrective Action / Discipline and Dismissal, shall be the Employer's.
7. Prior to the hearing, the parties shall exchange the names of known witnesses and relevant materials to be introduced at the hearing no less than seven (7) calendar days prior to the hearing date.

F. Authority Of The Arbitrator

1. The arbitrator's authority shall be limited to determining whether the Employer has violated the provision(s) of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify or ignore in any way the provisions of this Agreement and shall not make any award which would, in effect, grant the Union or the employee(s) any terms which were not obtained in the negotiation process.
2. The arbitrator shall have the authority to subpoena documents, subject to rules for protecting classified information, and to require the attendance of witnesses upon the reasonable request of either party but not upon his/her own motion.
3. The expense of service and appearance fees, if any, shall be borne entirely by the party requesting the subpoena of witnesses and each party shall, in advance of the hearing date, inform the other party of the identity of witnesses it subpoenaed.
4. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him/her by the representatives of the parties at the hearing. In all respects he/she shall assure that the hearing is a fair one. The arbitrator shall be the sole judge of the relevancy and materiality of the evidence and testimony offered. The arbitrator may receive and consider evidence but shall give appropriate weight to any objections made. All documents to be considered by the arbitrator shall be filed at the hearing, or within the post-hearing time lines agreed to by the parties during the hearing.

G. Arbitration Remedies

1. In any decision of a grievance appealed to arbitration involving retroactive payments, the appropriate Employer and the Union representatives shall expeditiously determine the identity of the payees and the specific amount owed each payee. Such amount of payment shall be final and no employee or group of employees may subsequently grieve the amounts owed.
2. Remedies involving monetary payment and/or credit shall be limited in their calculation to the utilization of the employee's actual and appropriate wage or benefit amount at the time of the violation.
3. Upon the motion of either party, or at his/her own discretion, an arbitrator may retain jurisdiction in all cases.

H. Cost Of Arbitration

1. The cost of the arbitrator and expenses of the hearing will be shared equally by the Employer and the Union. If either party requests that a stenographic record of the hearing be made and/or transcripts of the stenographic record or a taped record be provided, the parties shall equally share the entire cost of such service and the cost of the provision of a transcript to each party and the arbitrator.
2. In the event either party requests the cancellation or postponement of a scheduled arbitration proceeding which causes an arbitrator to impose a cancellation or postponement fee, the party requesting such cancellation or postponement shall bear the full cost of the cancellation/postponement fee. In the event the parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/postponement fee, the parties will equally bear the cost of the fee, unless the parties agree otherwise.

I. Pay Status

1. The grievant(s), as defined in Article 29: Grievance Procedure, shall be in a without-loss-of-straight-time-pay status at the arbitration hearing.
2. The Employer and the Union shall establish a reasonable schedule for witness(es)' testimony at the arbitration proceeding. Employee witnesses who appear at the arbitration hearing at the request of the Union shall be in a without-loss-of-straight-time-pay status for the time spent actually giving testimony or waiting to testify in accordance with the established schedule.
3. Total release time for the grievant, employee representative and witness(es) for travel to/from the hearing and for participation in the hearing shall not exceed either their normally scheduled hours of work for the day(s) of the hearing or their actual participation in the hearing.
4. Not more than one (1) employee representative will be released in without-loss-of-straight-time-pay status for attendance at any one (1) arbitration hearing.
5. The Employer shall not be responsible for any lodging, travel expenses or other expenses incurred by grievants, witnesses, employee or Union representatives with regard to the Union's presentation in the arbitration hearing.

J. Expedited Arbitration

The parties may agree to use an expedited form of arbitration, to be agreed to by the parties and the arbitrator.

ARTICLE 31: WAIVER

- A. The Employer and the Union acknowledge that:
 - 1. During the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining;
 - 2. This Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity;
 - 3. This Agreement supersedes and replaces the specific rights and/or procedures set forth under the various personnel programs and policies, which previously applied to employees covered by this Agreement. The personnel policies not superseded by Articles in this Agreement will continue to apply throughout the duration of this Agreement. Modifications to personnel policy made to comply with state and/or federal laws and/or DOE/NNSA requirements will apply through the duration of this Agreement. Other changes to personnel policy will be subject to meet and confer between the Employer and the Union prior to application to bargaining unit employees.
- B. As a result of the acknowledgments in Section A, above, the Employer and the Union agree that, for the term of this Agreement, 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 within this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, 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 Agreement.
- C. Notwithstanding Section B, above, the Articles in this contract may be reopened for negotiation at any time by mutual agreement of the parties.

ARTICLE 32: SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall mutually agree to meet and confer in good faith with respect to any provision found to be in contravention of the law, in order to agree on a substitute provision.

ARTICLE 33: SUCCESSORSHIP

In the event bargaining unit employees' duties of providing skilled trades for the Employer is assumed or contracted out to any other entity, public or private, the successor organization shall agree to all terms and conditions of this Agreement unless that assumption in whole or in part would be in violation of a matter of public law. Notwithstanding the foregoing, the Employer shall have no responsibility for requiring or be under any obligation to require a successor to agree to said terms and conditions and shall not be liable in the event a successor fails or refuses to agree to all terms and conditions of this Agreement.

DURATION OF AGREEMENT

This agreement shall be effective on the date of ratification and shall terminate on December 31, 2024 (herein after “expiration date”) unless the Employer and Union mutually and in writing agree to extend any or all of the terms and conditions of this Agreement.

The parties will hold their first bargaining session on or before 150 days before contract expiration unless another date is mutually agreed to by both parties. The parties will exchange full and complete proposals (actual article number and all language changes) on or before the 120th calendar day before contract expiration. After the 120th day prior to contract expiration, additional subject matter/topics may be introduced only with the written consent of both parties.

MEMORANDUM OF THE NEGOTIATORS

The negotiators of this proposed Agreement affix their signatures to the Agreement to indicate that they have concluded negotiations on the development of the proposed Agreement and that they are referring it to the parties for decision concerning approval.

It is understood that the Agreement is not binding unless and until both parties have executed it. The process of approval with respect to the Union will be completed when the Agreement has been reviewed and ratified by the appropriate members of the bargaining unit.

The parties agree that when the approval process has been completed, the Agreement will become effective when the document has been signed by the authorized representatives for both parties.

FOR THE EMPLOYER
Jennifer L. Szutu
Digitally signed by Jennifer L. Szutu
Date: 2021.11.23 14:12:18 -08'00'

Jennifer L. Szutu
Chief Negotiator
Staff Relations

Director's Office / IJNS
Aaron Walker Ward
Digitally signed by Aaron Walker Ward
Date: 2021.11.23 15:27:35 -08'00'

Aaron Ward
Deputy PAD, O&B

Sherene M. Goulart Shankel
Digitally signed by Sherene M. Goulart Shankel
Date: 2021.11.23 15:44:09 -08'00'

Sherene Goulart Shankel
Security Organization

Jamee Garcia

Security Organization
Vasco Leondres Espinoza
Digitally signed by Vasco Leondres Espinoza
Date: 2021.11.23 15:51:20 -08'00'

Vasco Espinoza
Department Head
Infrastructure Maintenance and Utilities
Department (IMUD)

FOR THE UNION

Steve Balke
Chief Negotiator
SPSE-UPTE

James K. Wolford Jr.
SPSE-UPTE
Chief Steward

BARGAINING TEAM MEMBERS:

Sean Farrell

Matt Epperley

Jason Graham

Bill Shenave

Ruben Hurtado

EXECUTION OF AGREEMENT

The foregoing Agreement between Lawrence Livermore National Security, LLC (the “Employer”), and the Society of Professionals, Scientists and Engineers (SPSE) Local 11 - University Professional and Technical Employees (UPTE), Communications Workers of America (CWA) Local 9119, AFL-CIO (the “Union”), having been duly approved by both parties, is hereby executed by the undersigned authorized representatives of each party.

By: **Stephen L. Balke** Digitally signed by Stephen L. Balke
Date: 2021.11.24
06:52:29 -08'00'

Steve Balke
Chief Negotiator
SPSE-UPTE

By: **Jennifer L. Szutu** Digitally signed by Jennifer L. Szutu
Date: 2021.11.23
16:39:02 -08'00'

Jennifer L. Szutu
Chief Negotiator
Staff Relations
Director’s Office / LLNS

By: **Linda Rose Bauer** Digitally signed by Linda Rose Bauer
Date: 2021.11.28
11:37:22 -08'00'

Linda Bauer
Deputy Laboratory Director

APPENDIX A

LAWRENCE LIVERMORE NATIONAL LABORATORY

SKILLED TRADES GRIEVANCE FORM

FOR STAFF RELATIONS USE: DATE COMPLAINT RECEIVED.

Skilled Trades Bargaining Unit Employees filing a formal grievance are to complete Parts I & II of this form and file it with the Staff Relations Office within 60 calendar days of the action giving rise to the complaint.

PART I. Employee Information

Name:		Individual <input type="checkbox"/>	Group <input type="checkbox"/>	Union <input type="checkbox"/>
Department:		Classification Code:	Classification Title:	
Home Address:		Home Phone:	Work Phone:	
Supervisor's Name:	Supervisor's Phone:	I discussed my complaint with my supervisor on (date):		
<i>If represented in complaint, please provide the following:</i>				
Representative's Name:		Representative's Phone:		
Representative's Organization:		Organization's Address:		

PART II. Employee's Statement of Complaint

A. Please briefly summarize specific actions alleged to be in violation. Attempt to answer who, what, when, where, why and how.

B. Please identify Articles of the LLNS / SPSE-UPTE Collective Bargaining Agreement alleged to have been violated.

C. Please state action requested or remedy sought.

Employee's Signature

Date:

(Attach additional sheets as necessary)

SIDE LETTERS

New Sideletter – Process for Determining Maintenance Mechanic Licensure Requirements in the Mechanical Utilities Division

For purposes of implementing Article 22, Section G, the parties agree to the following process:

Management shall determine which employees will receive this premium from the date of ratification until the Water Board for the State of California determines which tasks/functions require state licenses/certifications. Any employee for whom the Water Board for the State of California determines performed tasks/functions that require state licenses/certifications, but for whom Management did not provide premium pay consistent with their state licenses/certifications shall receive retroactive premium pay from the date of ratification through to the date of the Water Board for the State of California's Determination.

Within ninety (90) days of ratification of this Agreement, the Union and the Employer shall request a determination from the Water Board for the State of California to identify which tasks/functions performed by these Maintenance Mechanics require a state license/certification. The parties agree to establish a committee for this and any subsequent meetings, with three representatives from each side. The Parties agree to accept the State of California's process to achieve a determination of the Covered Tasks which require a state license/certification. The determination of the Water Board for the State of California shall be final and binding and not subject to appeal by either party.

Side Letter – Wage Survey

The Employer agrees to make a request seeking authorization and funding for a third-party consultant to conduct a wage survey for all bargaining unit classifications with a goal of completing the survey one-year to six-months before expiration of the Agreement. If authorized and funded, a third-party consultant will solicit information from appropriate bargaining unit personnel as part of its data gathering. Both parties agree to cooperate fully with the third-party consultant and base their wage proposals in successor bargaining on the results of the survey regardless of the scope and funding.

The parties agree that this side letter will expire with the expiration of the collective bargaining agreement and will only be extended with the mutual agreement of the parties.

Staff Relations Division, L-708
Telephone: (925) 422-9501
FAX: (925) 423-5665

January 21, 2009

James K. Wolford, Jr.,
Chief Negotiator
SPSE-UPTE, Local 11
CWA Local 9119, AFL-CIO
P.O. Box 1066
Livermore, CA 94551

Re: *Drug and/or Alcohol Testing*

Dear Mr. Wolford:

Lawrence Livermore National Security, LLC (LLNS) and SPSE-UPTE Local 11 on behalf of the Skilled Trades Bargaining Unit agree that drug and alcohol testing for bargaining unit members will be conducted in compliance with Department of Energy (DOE) and Department of Transportation (DOT) requirements. The Staff Relations Office will immediately notify SPSE-UPTE of any positive test result for a bargaining unit member. In addition, every six (6) months the Staff Relations Office will provide SPSE-UPTE the total number of random drug tests conducted for Laboratory employees, and the number of those who are bargaining unit members.

Robert Perko
Division Leader
Staff Relations Division

Staff Relations Division, L-708
Telephone: (925) 422-9501
FAX: (925) 423-5665

December 10, 2008

James K. Wolford, Jr.,
Chief Negotiator
SPSE-UPTE, Local 11
CWA Local 9119, AFL-CIO
P.O. Box 1066
Livermore, CA 94551

Re: *Preventive Maintenance*

Dear Mr. Wolford:

In recognition of shared interest in minimizing hazards encountered by Skilled Trades bargaining unit members (as well as other LLNL staff and visitors) all preventive maintenance for Laboratory machinery and facilities as required by federal, state and local regulations and codes, and DOE Orders, shall be performed on the prescribed schedules.

Robert Perko
Division Leader
Staff Relations Division

Staff Relations Division, L-708
Telephone: (925) 422-9501
FAX: (925) 423-5665

May 28, 2020

Steve Balke
Chief Negotiator
SPSE-UPTE, Local 11
CWA Local 9119, AFL-CIO
P.O. Box 1066
Livermore, CA 94551

Re: *Flex-Term Employees*

Dear Mr. Balke:

Effective upon ratification of this agreement, all Flex-Term bargaining unit employees (Flex Terms) shall be converted to Career Indefinite status. These conversions apply solely to bargaining unit employees in Flex Term status at the time of ratification and shall not prevent the employer from hiring Flex Terms subsequent to ratification.

Jennifer L. Szutu
Manager
Office of Staff Relations

Staff Relations Division, L-708
Telephone: (925) 422-9501
FAX: (925) 423-5665

February 12, 2014

Kevin Aguilar
SPSE-UPTE, Local 11
CWA Local 9119, AFL-CIO
P. O. Box 1066
Livermore, CA 94551

RE: *Supplemental Labor*

Dear Mr. Aguilar:

After two years or 4,000 hours of accumulated service (whichever occurs first) by a supplemental labor employee in the bargaining unit classification, the Employer will review the need to continue that service. If the service is still needed, the Laboratory will fill the position with a flex-term or career employee. The choice of flex-term or career employee shall be at the Employer's discretion.

Jennifer L. Szutu
Manager
Staff Relations Division

Staff Relations Division, L-708
Telephone: (925) 422-9501
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April 2, 2014

Kevin Aguilar
SPSE-UPTE, Local 11
CWA Local 9119, AFL-CIO
P. O. Box 1066
Livermore, CA 94551

RE: *On-Call Exception Process*

Dear Mr. Aguilar:

On-call exemptions are obtained through the following process:

- The unit employee notifies the supervisor of the need for an exception.
- The supervisor sends the written request to the deputy department head or (for Security Organization) directly to the Staff Relations Representative.
 - Line management forwards the exception letter to Staff Relations.
- The Staff Relations representative sends the approval to payroll with a copy back to the Department management.
- On receiving approval, the employee submits a corrected time card showing the time spent on-call and/or for call-backs.

Typical exceptions include, but are not limited to, in-town vacation status, family sick leave, employee sick leave for medical or dental appointments, and jury duty when the employee meets the requirements for on-call status before the beginning of the on-call period.

Jennifer L. Szutu
Manager
Staff Relations Division