

TABLE OF CONTENTS

Page

ARTICLE I: Purpose and Application and Scope of Agreement

Section 1.1	Purpose	1
Section 1.2	Application and Scope	1

ARTICLE II: Recognition

Section 2.1	Recognition	1
Section 2.2	Definitions	2
Section 2.3	Policy on Work Assignments and Contracting Out of Work	2
Section 2.4	Work by Supervisors	2
Section 2.5	Nondiscrimination	2

ARTICLE III: Management

Section 3.1	Management Rights	3
Section 3.2	Security Responsibility	3
Section 3.3	Employee Benefits	4

ARTICLE IV: Union Security

Section 4.1	Union Membership	4
Section 4.2	Union Participation	5
Section 4.3	Union Activity	5
Section 4.4	Deductions for Union Dues	5
Section 4.5	Authorization Form	5
Section 4.6	Union Dues Revocation	6
Section 4.7	Indemnification	6
Section 4.8	No Discrimination	6

ARTICLE V: Continuity of Operations

Section 5.1	Strikes; Discipline	7
Section 5.2	Lock-Outs	7
Section 5.3	Violations	7

ARTICLE VI: Union Committee and Employee Representation

Section 6.1 Union Committee 7
Section 6.2 Meetings With Union Committee 7
Section 6.3 Stewards 8

Section 6.4 Union Representative Pay 8
Section 6.5 Union/Management - Negotiation Committee 8
Section 6.6 Accident/Incident Reports 8

ARTICLE VII: Grievance Procedure

Section 7.1 Grievance Defined 8
Section 7.2 Time Limits 8
Section 7.3 Grievance Procedure 9
Section 7.4 Individual Grievances 9
Section 7.5 Procedure on Suspension or Discharge 9
Section 7.6 Handling Grievances 9
Section 7.7 Grievance Compensation 10
Section 7.8 Probationary Employees 10
Section 7.9 Records of Disciplinary Actions 10

ARTICLE VIII: Arbitration

Section 8.1 Arbitration Procedure 10
Section 8.2 Authority of Arbitrator 11
Section 8.3 Expedited Arbitration Procedure for Discharge
Cases Only 11

ARTICLE IX: Hours, Overtime and Premium Pay

Section 9.1 Definitions and Procedures 12
Section 9.2 Schedules of Work 13
Section 9.3 Premium Pay for Overtime and Holidays Worked 14
Section 9.4 Guarantee of Pay on Call-in 15
Section 9.5 Minimum Pay for Reporting to Work 15
Section 9.6 Early Report 15
Section 9.7 Change of Schedule 16
Section 9.8 Shift Selection 16
Section 9.9 Shift Premium 16
Section 9.10 Authorization for Premium Time 17
Section 9.11 Conference and Medical Examination Time 17
Section 9.12 Rest Periods 17
Section 9.13 Overtime Lunch Periods 17
Section 9.14 Avoidance of Overtime 17
Section 9.15 Overtime Distribution 17

ARTICLE X: Seniority

Section 10.1 Seniority Defined 20
Section 10.2 Occupational Groups 21
Section 10.3 Reduction in Force 21
Section 10.4 Posting of Vacancies 22
Section 10.5 Policy on Promotions 22
Section 10.6 Loss of Seniority 22
Section 10.7 Probationary Employee 22
Section 10.8 Temporary Employees 23
Section 10.9 Seniority of Reclassified Supervisors 23
Section 10.10 Seniority on Transfers within the Bargaining Unit 23
Section 10.11 Exclusions from Seniority 23
Section 10.12 Eligibility for Employee Benefits 23
Section 10.13 Definitions - Promotions, Transfers,
Reclassifications 23
Section 10.14 Trial Periods on Promotions and Transfers 24
Section 10.15 Seniority Lists 24
Section 10.16 Recall 24
Section 10.17 Deviations 24
Section 10.18 Voluntary Layoff 24

ARTICLE XI: Holidays

Section 11.1 Recognized Holidays 24
Section 11.2 Holiday Pay 25

ARTICLE XII: Annual Leave

Section 12.1 Annual Leave Benefits 26
Section 12.2 Regulations 26

ARTICLE XIII: Disability Leave With Pay

Section 13.1 Occupational Disability Leave 28
Section 13.2 Nonoccupational Disability Leave 28
Section 13.3 Accrual of Nonoccupational Disability Leave 28
Section 13.4 Conditions of Eligibility 29
Section 13.5 Payment on Release for Health Reasons 31
Section 13.6 Special Extension of Disability Leave for Hardship Cases 31

ARTICLE XIV: Leaves of Absence and Excused Absences

Section 14.1 Absence on Union Business 31
Section 14.2 Transportation Difficulties 32
Section 14.3 Military Service 32
Section 14.4 Leave of Absence 32
Section 14.5 Status of Benefits 33
Section 14.6 Absence for Jury Duty 33
Section 14.7 Unusually Long Hours 33

ARTICLE XV: Health and Safety

Section 15.1 Conformance to Health and Safety Rules 33
Section 15.2 Protective Clothing and Equipment 33
Section 15.3 Safety Conferences/Meetings 33
Section 15.4 Physical Examinations and Release for Health Reasons 34
Section 15.5 Toxic and/or Hazardous Material Exposure Data 35

ARTICLE XVI: Wages

Section 16.1 Wage Rates 35
Section 16.2 New Classifications 35
Section 16.3 Temporary Assignment 35
Section 16.4 Promotions, Transfers, and Reclassifications 36

ARTICLE XVII: Miscellaneous Provisions

Section 17.1 Federal and State Laws, Orders, and Final Adjudications 36
Section 17.2 Pay in Lieu of Notice of Layoffs 37
Section 17.3 Layoff Allowance Pay 37
Section 17.4 Work by Scientists 37
Section 17.5 Bulletin Boards 37
Section 17.6 Locker Inspections 37
Section 17.7 Licensing Fees 37
Section 17.8 Miscellaneous Provisions 37
Section 17.9 Position Descriptions 38

ARTICLE XVIII: Training

Section 18.1 Purpose 38
Section 18.2 Training Opportunities 38
Section 18.3 Training Committee 38

ARTICLE XIX: Term of Agreement

Section 19.1 Complete Agreement 39
Section 19.2 Term of Agreement 39

Appendix A

Schedule of Wages 41

ARTICLE I

PURPOSE AND APPLICATION AND SCOPE OF AGREEMENT

Section 1.1 Purpose - It is the intent and purpose of the parties hereto to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the Laboratory, the Union, and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes, or other interferences with the work of the Laboratory during the life of this Agreement; and, in general, to promote harmonious relationships between the Laboratory and its employees and the Union. In order to assure the common defense and security of the United States, it is the objective of the parties that the obligation of the Laboratory for the successful prosecution of atomic energy research under the contract now in effect between the United States Government and the University of Chicago, be fulfilled without interference arising from differences between the parties.

Section 1.2 Application and Scope - This Agreement applies only to the employees of the Laboratory working at the Idaho National Engineering Laboratory in the State of Idaho, who are included in the collective bargaining unit certified September 2, 1969, as a result of National Labor Relations Board Case No. 19-RC-5132, and in the collective bargaining unit certified June 18, 1970, as a result of National Labor Relations Board Case No. 19-RC-5367. This Agreement shall be binding upon the Laboratory, its successors and assigns, but in the event of termination, cancellation or assignment of the aforementioned principal Contract No. W-31-109-ENG-38 (as amended from time to time) the University of Chicago shall be released from all obligations under this Agreement.

ARTICLE II

RECOGNITION

Section 2.1 Recognition - The Laboratory recognizes the Union as the exclusive bargaining agent with respect to rates of pay, hours of work, working conditions and other conditions of employment for the following Argonne employees in Local 8-0652 certified by the National Labor Relations Board:

All maintenance employees in the Plant Services Section of Argonne's facility at the Idaho National Engineering Environmental Laboratory near Idaho Falls, Idaho, excluding all technicians, supervisors, guards, clerical and professional employees as defined by the Act.

All material handling employees in the Supply Section of Argonne's facility at the Idaho National Engineering Environmental Laboratory near Idaho Falls, Idaho, excluding all clerical employees, technical employees, professional employees, guards and supervisors as defined in the Act.

Section 2.2 Definitions -

- (a) The term "employee" as used in this Agreement means any person represented by the Union as provided in Section 2.1.
- (b) The term "bargaining unit" or "unit" as used in this Agreement means the aggregate of all employees covered by this collective bargaining agreement.

Section 2.3 Policy on Work Assignments and Contracting Out of Work - The Laboratory intends to continue its past practices with respect to the assignment of work to the employees in this bargaining unit. Argonne National Laboratory is engaged in the conduct of research and development work in the field of nuclear science, including basic and applied research in high energy physics, physics, chemistry, chemical engineering, metallurgy, biology, medicine, and other fields, in an effort to accomplish basic scientific progress and technical accomplishment in the national interest and public welfare. Employees in the bargaining unit, as well as other Laboratory employees and outside contractors, are necessary to provide supporting services to the basic work of the Laboratory. The Laboratory will continue to perform with its own personnel those functions which are not required to be contracted out in order to comply with pertinent laws, regulations and governmental directives.

Any employee, whose work assignments are determined by the Laboratory to be work that falls under the purview of the Laboratory's Workplace Substance Abuse Program and DOT Drug and Alcohol Testing Program, will be required to adhere to the Program's criteria in the same manner as all other Program participants. The Laboratory will notify the Union of any requirements under these Programs, and any other similar program, and provide an explanation to the Union as soon as possible of any changes and new requirements under these Programs, and any other similar program.

The Laboratory intends to utilize bargaining unit employees to accomplish those tasks covered by this Agreement and which are not required to be contracted out to comply with pertinent laws, regulations and government directives. However, the Union recognizes that there will be occasions when because of time, cost, and/or full utilization of bargaining unit employees, it will be necessary to contract out work. Consequently, the Laboratory has instituted a procedure in the Procurement Department, which will insure a review by the Human Resources Manager on those jobs scheduled for outside contractor involvement. This review is intended to eliminate any inadvertent processing of purchase orders involving outside contractors.

Section 2.4 Work by Supervisors - The Laboratory will not use supervisors to perform the normal duties of employees except in emergency situations. This provision shall not preclude necessary instruction and training of employees.

Section 2.5 Nondiscrimination -

- (a) The parties to this Agreement will not discriminate against any employee, member of the Union or applicant for membership in the Union, because of race, creed, color, sex, age, national origin, disability, or because the employee/member is a disabled veteran or

veteran of the Vietnam Era. The parties to this Agreement will take affirmative action to insure that employees and applicants for membership and members of the Union will be treated equally during employment without regard to their race, creed, color, sex, age, national origin, disability, or because the employee/member is a disabled veteran or veteran of the Vietnam Era. The parties to this Agreement will take affirmative action to insure that employees and applicants for membership and members of the Union will be treated equally during employment without regard to their race, creed, color, sex, age, national origin, disability, or because the employee/member is a disabled veteran or veteran of the Vietnam Era. Such action shall include, but not be limited to, upgrading, demotion, or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Action taken by the Laboratory at the request of the Government as set forth in Section 3.2 shall not be deemed a violation of this section. The Union recognizes that the Laboratory is subject to all applicable laws and executive orders and that an Affirmative Action Program is administered by the Laboratory. The Laboratory will administer the program in accordance with the terms of this Agreement.

- (b) The use of the male gender throughout this Agreement is for ease of reference only and shall not be construed by the Union, the Laboratory or any employee as evidence of any intent by, or pattern of any party to discriminate against any person on the basis of sex.

ARTICLE III

MANAGEMENT

Section 3.1 Management Rights - The Union recognizes that the Laboratory management shall continue to exercise its exclusive responsibilities to manage the Laboratory and direct the working forces. Except as specifically modified by this Agreement the rights of management include, but are not limited to the rights to plan, direct and control Laboratory operations; to instruct and direct the working forces; to hire, promote, demote, assign, classify and transfer; to suspend, discharge and discipline employees for just cause; to determine the qualifications and competency of employees; to schedule the working hours; to make and enforce rules; to establish and enforce health and safety requirements; to layoff or release employees; to introduce new and to change existing operational methods, materials or facilities, and to determine job content. Management's rights shall not be exercised so as to conflict with any of the other provisions of this Agreement. The choice, control and direction of the supervisory staff is vested exclusively in the Laboratory.

Section 3.2 Security Responsibility - It is understood that the United States Government, through the agency or agencies responsible for the administration of the atomic energy program,, may request the Laboratory to deny employment to, or remove from the work and exclude from the Laboratory, any person whose employment or continued employment is deemed by the Government prejudicial to the interests of the Government. In the event the Laboratory is requested by the Government for any reason to deny employment to, or to remove from the work and exclude from

the Laboratory, any person, the Union shall abide by such determination by the Government; and no grievance may be processed through the Grievance Procedure nor submitted to arbitration with respect to such determination. Should the Government withdraw or rescind a request for the removal and exclusion of an employee, he shall be offered reinstatement by the Laboratory. If such an employee accepts reinstatement, he shall be compensated for all actual loss of earnings incurred by him due to his removal from the work and exclusion from the Laboratory. The seniority of a reinstated employee shall include all time lost because of the Government's request in addition to his accumulated seniority. Nothing in this Agreement shall alter, diminish or in any way affect the obligation of employees as expressed in the Security Acknowledgment which each employee executes as a prerequisite to employment; nor shall any provision of this Agreement affect or abrogate any rights or remedies available through Department of Energy procedures or under Federal law to a person whose denial or termination of employment is requested by the Government.

Section 3.3 Employee Benefits - Existing employee benefits and privileges (such as Group Life Insurance, Group Retirement, Disability, and Group Hospital-Surgical-Medical Insurance Plans) shall continue in effect without change except as the organizations maintaining such plans may make authorized changes in their policies. Employees, and employees with dependents, may receive such coverage by paying the same required premiums as all other hourly/weekly employees at Idaho. Medical insurance coverage for the individual employee (as well as for his dependents) during periods of time when he is not in pay status (such as on leave of absence or layoff) will be provided only by his making the same required premiums as all other hourly/weekly employees at Idaho for such coverage. Under the Laboratory's Retirement Plan, the Laboratory will contribute 9% of the employee's basic monthly wage and the employee will contribute 2-1/2% of his basic monthly wage.

Any new benefit plans or modifications to existing benefit plans (including revisions in premiums) that affect all other hourly/weekly employees at Idaho shall also be made effective to bargaining unit members. Benefit plans include: Group Life Insurance, Group Retirement, Disability, Group Hospital-Surgical-Medical Insurance, Holidays, Annual Leave, Occupational Disability Leave, Non-occupational Disability Leave, Special Extension of Disability Leave for Hardship Cases, Family Leave, Bereavement Leave, Transportation Difficulties, and Military Service.

ARTICLE IV

UNION SECURITY

Section 4.1 Union Membership - The Union and the Laboratory agree that no employee shall be required, as a condition of employment, to belong to the Union. Union membership will be made available on a non-discriminatory basis to employees of the Laboratory, who are employed in positions covered by this Working Agreement, subject to the Constitution and By-laws of the Union.

Section 4.2 Union Participation - The Union agrees that it will not deny membership to, nor in any way practice discrimination against any employee because of race, color, religion, sex, or national origin, nor require of employees, as a condition of becoming or remaining a member of the Union,

the payment of any fee which is excessive or discriminatory. The Union agrees that the monthly dues shall not exceed such sum as may be established by Local 8-0652 in accordance with its By-laws and the Constitution of the Paper, Allied-Industrial, Chemical & Energy Workers International Union.

The Union further agrees that employees shall discharge their duties impartially and without regard to Union or non-Union affiliation of any person not in the bargaining unit and failure to do so shall constitute sufficient cause for disciplinary action.

Section 4.3 Union Activity - Except as may be specifically provided elsewhere in this Agreement, the Union agrees that its officers, members and agents will not engage in Union activity on Laboratory time and, further, that there shall be no solicitation or payment of dues, fines or assessments on Laboratory time, or in such manner as to interfere with the work or attendance at work of any employee.

Section 4.4 Deductions for Union Dues - Upon receipt of proper written authorization from an employee in the forms set forth in Section 4.5, the Laboratory agrees to deduct from the wages of the employee and to forward to the Secretary-Treasurer of Local 8-0652, Paper, Allied-Industrial, Chemical & Energy Workers International Union, AFL-CIO-CLC, Union dues in such sum as may be established by Local 8-0652 in accordance with its By-Laws and the Constitution of the Paper, Allied-Industrial, Chemical & Energy Workers International Union. Deductions for dues for each employee receiving wages shall be made on the first payday of each month during the life of such authorization, commencing with the month following the date of the authorization. Upon receipt of proper written notification from the employee that he is revoking his authorization, the Laboratory will cease deducting dues from his pay. The employee shall send a copy of such notification to the Union. The Union will notify the Laboratory of any change in the amount of deductions at least thirty (30) days in advance.

Section 4.5 Authorization Form - The following form, properly filled in and signed, must be received by the Laboratory before Union dues will be deducted from wages of any employee:

" I hereby authorize Argonne National Laboratory, my employer, to deduct from my wages hereafter, on my first payday of each month, an amount equal to the first month's dues and the regular monthly dues thereafter, payable to Paper, Allied-Industrial, Chemical & Energy Workers International Union and Local No. 8-0652. Such deductions are to continue for a period of one (1) year from the date hereof and for each year thereafter, unless terminated by me on an anniversary date hereof by prior written notice to the Laboratory. Provided, further, I expressly reserve the right to cancel this authority at any time after the termination of the present collective bargaining contract between my employer and the above-named Union. If

I am permanently transferred outside of the bargaining unit, or terminated from the Laboratory, this authorization shall be null and void."

Date

Employee's Signature

Section 4.6 Union Dues Revocation -

- (a) **Revocation Form** - The following form properly filled in and signed must- be received by the Laboratory, before the Laboratory will cease deducting Union dues from the wages of any employee:

"I hereby revoke my authorization to deduct Union dues, payable to the Paper, Allied-Industrial, chemical & Energy Workers International Union and Local 8-0652, from my wages."

Date

Employee Signature

- (b) The conditions controlling the deduction of Union dues shall be as stated in Section 4.5 - Authorization Form of this article. Provided, however, that if an employee renders a revocation of dues deduction authorization, the revocation shall be sent to the Laboratory and the Union by Certified Mail, by the employee.

Section 4.7 Indemnification - It is understood and agreed that the Union will indemnify the Laboratory and save it harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from wages as herein provided.

Section 4.8 No Discrimination - Neither the Company nor the Union shall discriminate against any employee because of membership or non-membership in the Union.

ARTICLE V

CONTINUITY OF OPERATIONS

Section 5.1 Strikes; Discipline - The Union shall not instigate, promote, cause, participate in or recognize, nor authorize employees to instigate, promote, cause, participate in, or recognize, any strike, work stoppage, slow down, interruption of work, picket line, secondary boycott or other interference of any kind with operations. The Union guarantees fully to support the Laboratory in maintaining operations. Employees shall not instigate, promote, cause, participate in or recognize any strike, work stoppage, slow down, interruption of work, picket line, secondary boycott or other interference of any kind with operations, whether or not brought about by the Union, by any of its members, or by any other person or persons whomsoever, with or without the authority or support of the Union; and violations shall be complete and immediate cause for discharge of any one or more of the violators or for other disciplinary action by the Laboratory. Furthermore, in the event that any employee represented by the Union violates this Article V, the Union shall immediately use its best efforts and take affirmative steps to terminate the continuance of such violation and to restore conditions to the status in which they existed prior to the violation.

Section 5.2 Lock-Outs - There shall be no lock-out by the Laboratory during the life of this Agreement. The exercise of management's rights shall not, when these rights are exercised in accordance with Section 3.1, constitute a lock-out.

Section 5.3 Violations - If it is contended that an employee discharged for a violation of this Article V did not in fact commit such violation, the discharge may be processed as a grievance by initiating action in Step Three of the Grievance Procedure. The grievance shall be processed in accordance with the Grievance Procedure from there on and may be taken to arbitration.

ARTICLE VI

UNION COMMITTEE AND EMPLOYEE REPRESENTATION

Section 6.1 Union Committee - The Laboratory agrees to recognize a Union Committee which shall not exceed five (5) members. Committee members shall be employees of the Laboratory who are in the bargaining unit covered by this Agreement. The Union will keep the Laboratory advised of the names of said committee members.

Section 6.2 Meetings With Union Committee - Representatives of the Laboratory shall meet with the Union Committee at mutually agreed upon times. Unless by mutual agreement, there will be one (1) such meeting every thirty (30) days. The purpose of the meetings shall be discussion of individual or mutual problems and questions arising under this Agreement. Representatives of the International Union may attend such meetings. The President of Local 8-0652 may attend such meetings as an observer. If the President of Local 8-0652 is an employee of the Laboratory, he may attend such meetings as an active participant. Committee members shall not lose pay for the time scheduled to have been worked by reason of attending meetings under this Article and Article VII.

Section 6.3 Stewards - The Laboratory agrees to recognize a maximum of five (5) stewards.

Stewards shall be employees of the Laboratory who are in the bargaining unit covered by this Agreement. The Union will keep the Laboratory advised of the names of said stewards.

Section 6.4 Union Representative Pay - The Union Committee, stewards or any employee will be permitted to confer during working hours with Laboratory representatives on matters relating to employer-employee relations without loss of pay for time scheduled to have been worked.

Section 6.5 Union/Management - Negotiation Committee - The Laboratory will grant a reasonable amount of paid time, for up to a maximum of five (5) Union Committee members, for the express purpose of negotiations. Such paid time will only be for hours which fall within regularly scheduled work hours, and will normally not exceed a maximum of ten (10) workdays for each of the five (5) Union Committee members designated at the start of negotiations.

Subject to the Laboratory's operational requirements, if one of the committee members is a shift worker, the Laboratory will use its best efforts not to require that member to work any shift other than the dayshift on days scheduled as negotiation days.

Section 6.6 Accident/Incident Reports - The Laboratory will, when appropriate, appoint a member of the Union Committee, from the Argonne Unit, as an observer to the Accident or Incident Investigation Committee when a Union member is involved. Upon request and subject to the review and editing of the Laboratory's Legal Counsel, the appointed Union representative and the affected employee may review the final investigation report. If the Laboratory decides to take disciplinary action against the Union member involved, a copy of the report will be given to the Union and the employee at that time.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 7.1 Grievance Defined - For the purpose of this Agreement, a grievance is defined as difference of opinion between the Laboratory and the Union or between the Laboratory and an employee with respect to the meaning or application of any provision of this Agreement.

Section 7.2 Time Limits - All time limits in this Article are exclusive of Saturdays, Sundays, and days recognized as holidays. Extensions of time may be made by mutual consent of the parties and such extensions shall be arranged or confirmed in writing. A ten (10) day time limit for filing a written grievance begins at 4:30 p.m. on the day when the employee or Union representative has knowledge of occurrence of the grievance. If more than said ten (10) days elapse, the employee and the Union shall be barred thereafter from processing the complaint as a grievance. The time limit for the second and third steps begin at 4:30 p.m. on the day a written grievance is filed or a written response to a grievance is rendered.

Section 7.3 Grievance Procedure - The Laboratory and the Union mutually agree to use their best efforts in providing adequate information to support the processing of grievances and grievance

answers. Grievances shall be processed in accordance with the following procedure:

- Step One: The employee and/or Union Representative shall discuss any complaint with his immediate supervisor (the Union Committee Chairman may, at the same time, discuss the complaint with the Human Resources Manager). If a satisfactory understanding or adjustment is not reached, the employee may present a grievance in Step Two.
- Step Two: The employee and/or Union Representative shall present the grievance in writing to the appropriate Department Head and the Manager, Human Resources and advise the supervisor that such complaint is being filed as a grievance under Step Two of this section. The appropriate Department Head shall render his decision within ten (10) days after presentation and a copy will be mailed to the Union Committee Chairman and the Manager, Human Resources. In the event the Department Head fails to render a written decision within ten (10) days, the grievance will automatically be placed on the agenda for the next Union Committee meeting.
- Step Three: Failing to reach a satisfactory understanding or adjustment, the grievance shall be presented in writing to the Human Resources Manager within ten (10) days of the appropriate Department Head's decision. The written grievance shall be considered at the next meeting with the Union Committee. However, an emergency meeting may be called by mutual agreement at any time. If the grievance is presented by the Union and a satisfactory understanding or adjustment is not reached with the Union Committee, the Human Resources Manager shall render to the Union Committee Chairman the Laboratory's decision in writing within ten (10) days of such meeting.

Section 7.4 Individual Grievances - Any employee shall have the right to present a grievance to, and discuss it with, the Laboratory management and to have such grievance adjusted, without the intervention of a steward or other representative of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and provided that a steward or other representative of the Union has been given an opportunity to be present at such adjustment.

Section 7.5 Procedure on Suspension or Discharge - In the event of a suspension or discharge, the employee involved or the Union may file a grievance in Step Three of the Grievance Procedure based upon a complaint that the suspension or discharge violated a provision of this Agreement; provided that the grievance is filed within ten (10) days from the date of notice to the employee of the suspension or discharge, and if more than ten (10) days elapse, the employee and the Union shall be barred thereafter from processing a grievance involving the suspension or discharge. Whenever an employee is suspended or discharged, prior written notice including a statement of the reason for the action being taken, will be furnished to the suspended or discharged employee. The Laboratory will furnish a copy of such statement to the Union Committee Chairman (or in his absence, the appropriate Area Representative) within one (1) day after the suspension or discharge.

Section 7.6 Handling Grievances - Union officers, stewards and employee-members of the Union Committee may not solicit, but may receive and process grievances (as provided in this Article VII) on the premises of the Laboratory during their working hours except where any such activity

unreasonably interferes with their work. No Union officer, steward or employee-member of the Union Committee or other employee shall leave his work for the purpose of processing a grievance without first receiving permission from his supervisor.

Section 7.7 Grievance Compensation - In the event a grievance is settled between the Union and the Laboratory at the 3rd Step of the grievance procedure, and such settlement involves compensation to bargaining unit members, the Laboratory will have such costs charged to the department/division involved in the situation which led to the grievance.

Section 7.8 Probationary Employees - A new employee shall be considered a probationary employee until he has had ninety (90) days of service, after which, if he is retained, his length of service shall date from ninety (90) days prior to the close of such probationary period. During his probationary period an employee may be terminated at the discretion of the Laboratory. Grievances may be presented in connection with the termination of probationary employees, but such matters may not be carried to arbitration.

Section 7.9 Records of Disciplinary Actions - Any memorandum or letter of reprimand issued to an employee will be addressed to the employee (which copy he may retain) with a copy to his human resources file. The memorandum or letter will specify the length of time it will remain in the employee's file. In addition, the employee will be given a second copy addressed to the Union, and the Union Committee Chairman will be notified, by the Laboratory, that such a letter was issued to the employee. Letters from the files will be released in a timely manner, and the employee will be notified by letter.

ARTICLE VIII

ARBITRATION

Section 8.1 Arbitration Procedure - Any controversy with respect to the meaning or application of any provision of this Agreement which has been processed through the Grievance Procedure and not satisfactorily reconciled in Step Three of the Grievance Procedure may be submitted for arbitration by the Union by notifying the Laboratory in writing no later than twenty-one (21) calendar days after the final decision in Step Three of the Grievance Procedure is received by the Chairman of the Union Committee. The parties shall attempt to agree on an impartial arbitrator. If after sixty (60) calendar days following the final decision in Step Three of the Grievance Procedure the parties have not agreed upon an impartial arbitrator, then the Union and the Laboratory shall request the Federal Mediation and Conciliation Service to assist in selection of an arbitrator in accordance with its rules. The proceeding shall be conducted in accordance with the Voluntary Arbitration Rules of the Federal Mediation and Conciliation Service, provided however, that in the event of any conflict between said Rules and this Article, the provisions of this Article shall govern. The parties shall submit the grievance to be arbitrated in a written stipulation to the Arbitrator. Each party shall bear its respective expenses including one-half of the expenses and fees incident to the service of the impartial arbitrator. Either party may arrange for a stenographic

transcript of the proceedings at its own expense, provided, however, that if the other party desires a copy of the transcript, it shall bear one-half of the total cost of the reporter and transcript. Upon mutual agreement between the parties, a limit may be placed on the amount of time to be allowed for the arbitrator's written decision.

Section 8.2 Authority of Arbitrator - The decision of the Arbitrator shall be rendered in writing and shall be final and binding upon the Laboratory, the Union, the employee or employees involved and all other employees represented by the Union. The Arbitrator may consider and decide only the particular grievance or grievances presented to him in the written stipulation of the Laboratory and the Union, and his decision shall be based upon the facts which are relevant to his function of interpreting and applying the provisions of this Agreement. The Arbitrator shall not have the right to make any punitive awards nor shall he have the right to amend, take away, modify, add to, change or disregard any of the provisions of this Agreement. If the Arbitrator finds that a discharge or suspension imposed by the Laboratory is in violation of this Agreement, or has been applied in a discriminatory manner, he may set aside or modify the particular penalty. In cases of grievances involving loss of time or money, the parties may agree to, or the Arbitrator may order, reinstatement and/or back pay, but in no event shall back pay be awarded for any period of time prior to ten (10) days before the date the grievance was submitted in writing in the Grievance Procedure.

Section 8.3 Expedited Arbitration Procedure for Discharge Cases Only - In the event of a discharge, and if a Step Three grievance is filed and not satisfactorily resolved, and upon mutual agreement between the Laboratory and the Union, the parties will immediately initiate the following expedited arbitration procedure:

- (a) Arbitrator - An arbitrator will be selected from the first panel of arbitrators provided by the Federal Mediation and Conciliation Service.
- (b) Transcripts - No transcripts will be taken at the arbitration hearing.
- (c) Opening Statements - Each party may present verbal opening statements to identify issues and facts.
- (d) Summation Statements - At the end of the hearing, each party may present verbal summation statements.
- (e) Decision - The arbitrator will provide a short written decision within ten (10) days of the hearing. The authority of the arbitrator will be in accordance with Section 8.2.

ARTICLE IX

HOURS, OVERTIME, AND PREMIUM PAY

Section 9.1 Definitions and Procedures -

A. Definitions:

1. The workweek of each employee shall consist of the seven (7) consecutive twenty-four (24) hour periods commencing at either:
 - a. Day Workers - Midnight Sunday night
 - b. Shift Workers - 7:00 p.m. Monday night
2. The workday of each employee shall commence with the time each calendar day at which the employee is scheduled to start work and shall run for the next twenty-four (24) hours.
3. Basic hourly rate is defined as the hourly rate of an employee, excluding any premium pay.
4. Regular hourly rate is defined as basic hourly rate plus the shift premium provided in Section 9.9 Shift Premium, if any.
5. Day workers as used in this Agreement are employees who are regularly scheduled to work days Monday through Friday, 8:00 a.m. to 4:30 p.m.
6. Shift workers as used in this Agreement are employees who are scheduled to work either:
 - a. Day Shift - 7:00 a.m. to 7:00 p.m.
 - b. Night Shift - 7:00 p.m. to 7:00 a.m.
7. Fixed Shift workers as used in this Agreement are employees who work a steady shift other than as a day worker. It being understood that they will be paid as a day worker as defined under Section 9.3.A.
8. Relief Worker/Shift Worker as used in this Agreement are employees who are regularly scheduled to work as a 12-hour rotating relief worker, 7:00 a.m. to 7:00 p.m. or 7:00 p.m. to 7:00 a.m.. It being understood that relief workers will be paid as shift workers as defined in Section 9.3.B.

B. Procedures:

1. Day workers will be scheduled for eight and one half (8-1/2) hours with an off duty lunch period of thirty (30) minutes reasonably near the middle of his shift. Schedule exceptions may be made for Saturday, Sunday, and holiday work. Day worker employees who are scheduled to work a Saturday, Sunday or holiday will not be scheduled for an off duty lunch period but will be afforded the opportunity to exercise the provisions of Section 9.12 Rest Periods.
2. Employees on shift assignment will not be scheduled for an off duty lunch period, but will be afforded the opportunity to exercise the provisions of section 9.12 Rest Periods.
3. Weekly Schedules of work for all shift workers shall be posted by the Laboratory at least one (1) week in advance.
4. Reasonable time will be allowed for employees to return tools and other Laboratory equipment at the end of the shift on Laboratory time, taking due account of the distance of their work from check-in place and the nature of the tools to be handled. There shall also be a reasonable period for washup at lunch time and quitting time.

Section 9.2 Schedules of Work

- A. Day Workers - The daily schedule shall normally consist of eight (8) hours of work. The weekly schedule shall normally consist of forty (40) hours of work based on five (5) days of eight (8) hours each, Monday through Friday inclusive, with a bi-weekly schedule of eighty (80) hours.
- B. Shift Workers - The daily schedule shall normally consist of twelve (12) hours of work, based on either thirty-six (36) or forty-eight (48) hours of work per workweek, with a bi-weekly schedule of eighty-four (84) hours.
- C. Fixed Shift Workers - The daily schedule shall normally consist of eight (8) hours of work, other than a day worker as defined in Section 9.1.A.5. The weekly schedule shall normally consist of forty (40) hours of work based on five (5) days of eight (8) hours each, Monday through Friday inclusive, with a bi-weekly schedule of eighty (80) hours.
- D. This section shall not be construed as a guarantee of a minimum number of hours of work per day or per week, or pay in lieu thereof, nor a limitation on the maximum number of hours per day or week which may be required to meet operating conditions. In the event the Laboratory deems it necessary to change the daily or weekly schedule, as stated in Section 9.1 and 9.2, the Laboratory will notify the Union at least seven (7) days in advance. If requested by the Union, the Laboratory will meet with the Union Committee for the purpose of discussion prior to implementation.

- E. When the Laboratory schedules any utility outages (i.e. power, water, sewer, etc.) that requires overtime, employees will be notified of overtime assignments on the same workday the facilities are sent notification.

Section 9.3 Premium Pay for Overtime and Holidays Worked

Section 9.3.A Day Workers - Premium pay will be paid as follows:

- (a) An employee will be paid one and one-half (1-1/2) times his regular hourly rate for all hours worked in excess of eight (8) in any workday (including hours which overlap into a new workday or into a new workweek).
- (b) An employee will be paid one and one-half (1-1/2) times his regular hourly rate for all hours worked on his first scheduled day of rest in a workweek (including hours which overlap into a new workday or into a new workweek).
- (c) An employee will be paid twice his regular hourly rate for all hours worked on his second scheduled day of rest in a workweek (including hours which overlap into a new workday or a new workweek).
- (d) An employee will be paid two and one-half (2-1/2) times his regular hourly rate for all hours worked on a day recognized as a holiday, it being understood that payment for the holiday shall not be made under Article XI (Holidays) for such hours worked.
- (e) Whenever an employee works continuously for more than twelve (12) hours, he will be paid twice his regular hourly rate for all hours worked continuously in excess of twelve (12).

Provided, that premium payments made in accordance with any of the foregoing subsections shall not be added to the employee's hourly rate for the purpose of establishing a new rate of pay to serve as a base rate on which to compute any additional premium payments, i.e., there shall be no pyramiding of premium pay; and provided further, that computation of premium pay for hours worked in any given workday shall be made only under the one subsection above which provides the employee with the greatest premium pay for such workday.

Section 9.3.B Shift Workers - Premium pay will be paid as follows:

- (a) An employee will be paid one and one half (1-1/2) times his regular hourly rate for all hours worked in excess of forty (40) in any workweek (including hours which overlap into a new workweek).
- (b) An employee will be paid one and one half (1-1/2) times his regular hourly rate for all hours worked on his first scheduled day of rest in a workweek (including hours which overlap into a new workday or into a new workweek).
- (c) An employee will be paid twice his regular hourly rate for all hours worked on his

second, third, and fourth scheduled day of rest in a work week (including hours which overlap into a new workday or a new workweek).

- (d) An employee will be paid two and one half (2-1/2) times his regular hourly rate for all hours worked on a actual holiday, it being understood that payment for the holiday shall not be made under Article XI (Holidays) for such hours worked.
- (e) An employee will be paid two (2) times his regular rate for all hours worked in excess of twelve (12) hours in a workday (including hours which overlap into a new workday or workweek).
- (f) A premium of twenty five cents (\$0.25) per hour will be paid to an employee for all hours worked on any shift in which one half or more of the regularly scheduled hours of work fall on the calendar day Saturday and a premium of sixty cents (\$0.60) per hour will be paid to such an employee who works a shift in which one half or more of the regularly scheduled hours of work fall on the calendar day Sunday.

Provided, that premium payments made in accordance with any of the foregoing subsections shall not be added to the employees hourly rate for the purpose of establishing a new rate of pay to serve as a base rate on which to compute any additional premium payments, i.e., there shall be no pyramiding of premium pay; and provided further, that computation of premium pay for hours worked in any given workday shall be made only under the one subsection above which provides the employee with the greatest premium pay for such workday.

Section 9.4 Guarantee of Pay on Call-in - A call-in is defined as an assignment of extra work not continuous with the employee's regular scheduled shift, for which he was notified to report after he left the Laboratory premises and less than twenty-four (24) hours before he was to report for the assignment. When an employee reports for a call-in, he shall be paid under any applicable subsection of Section 9.3 above, but in any event, the employee shall be guaranteed four (4) hours of pay at one and one-half (1-1/2) times his regular hourly rate.

Section 9.5 Minimum Pay for Reporting to Work - Whenever an employee reports to work at the Laboratory in accordance with the instruction of supervision, he shall be paid for all time worked according to the other provisions of this Agreement, but, in any event, he shall receive not less than four (4) hours pay at his regular hourly rate.

Section 9.6 Early Report - If an employee is assigned to report for work beginning earlier than and continuous with his regular shift, and notice of such extra work was received after he left the Laboratory premises and less than twenty-four (24) hours before he was to report for such an assignment, he shall receive pay at twice his regular hourly rate for the first two (2) hours of work occurring before the start of his regular shift (or if less than two (2) hours are worked before the start of his regular shift, then twice his regular hourly rate for the hours worked before the start of his regular shift), in lieu of any other payment indicated under Section 9.3, and the hours so paid shall not be considered for the purpose of determining any premium payments applicable to any other

hours worked under Section 9.3.

Section 9.7 Change of Schedule - When an employee's schedule is changed from one established shift to another without at least twenty-four (24) hours notice prior to the start of their regularly scheduled shift, or the start of the new shift, whichever comes first, such employee shall receive pay for the time worked on the first day of the new shift at the rate of one and one-half (1-1/2) times his regular hourly rate. No employee shall lose any scheduled time or pay by reason of having worked overtime or by reason of shift changes made at the request of the Laboratory. The above will not be binding in cases where employees are not able to enter or leave the INEEL because of weather or other extreme emergency situations.

Section 9.8 Shift Selection - The Laboratory will establish all shift, staffing, and qualification requirements. Assignments will be made in accordance with the following:

- (a) Regular rotating shift assignments as defined in Section 9.1.A.6 will be bid annually during the first two (2) weeks of each calendar year. These assignments shall be offered to the employees with the most seniority, in descending order, in the job assignments. If the shift assignments are not filled, the employees with the least seniority in the job assignments, in ascending order, will be required to fill the shift assignments.

- (b) Fixed shift assignments as defined in Section 9.1.A.7 will be filled as follows:

The Laboratory will request volunteer(s) from employees within the job classification(s) to fill the required fixed shift assignment(s). Volunteers must agree to work for a minimum of two (2) months or for the duration of the assignment if the assignment is less than two (2) months. If the assignment(s) are not filled, the employee(s) with the least seniority in the job classification(s), in ascending order, will be required to fill the fixed shift assignment(s).

- (c) Employees without a security clearance or in their probationary period, will be ineligible to fill rotating assignments.
- (d) Should the PACE Local 8-0652's President or Vice-President, representing Argonne employees, be an Argonne employee and assigned to an off-shift assignment, he will automatically be assigned to the day relief shift position in that job assignment.

Section 9.9 Shift Premium - A premium of ten percent (10%) per hour will be paid to an employee who works a shift in which one-half or more of the regularly scheduled hours of work fall between 6:00 p.m. and 6:00 a.m.

Section 9.10 Authorization for Premium Time - No premium time shall be worked unless first authorized by the employee's supervisor.

Section 9.11 Conference and Medical Examination Time - Any employee who is expressly required by a supervisor or any other representative of management to report to the Laboratory outside of his regularly scheduled working hours will be paid for all time spent in conference or examination at his regular hourly rate, plus overtime if applicable, but in any event the employee shall be guaranteed two (2) hours pay at his regular hourly rate. This section shall not apply to any time spent in investigating, handling, or processing a grievance, inasmuch as such time is expressly covered in Section 6.2, nor to call-in, reporting, or early report guarantees covered in Sections 9.4, 9.5, and 9.6, nor shall this section be applicable where the employee is already receiving pay for excused absence (including disability leave) on the workday on which the conference or medical examination occurs.

Section 9.12 Rest Periods - Each employee will be granted two (2) fifteen (15) minute rest periods per shift, to be taken at times determined by the supervisor.

Section 9.13 Overtime Lunch Periods - Any employee who is required to work more than ten (10) consecutive hours (excluding the regular lunch period) shall be permitted to take thirty (30) minutes off for a lunch period without loss of pay. Any employee who is called in by the Laboratory for emergency work outside of his regularly scheduled hours of work for a period of more than four (4) consecutive hours shall be permitted to take thirty (30) minutes off for a lunch period without loss of pay.

Section 9.14 Avoidance of Overtime - An employee shall not be required to take off any time for any overtime worked nor will an employee's schedule be changed to avoid payment of overtime to him.

Section 9.15 Overtime Distribution -

- (a) It is the policy of the Laboratory to limit overtime assignments to a reasonable level except under compelling circumstances. Consistent with this policy the Laboratory will establish: (1) the need for overtime assignments; (2) the number of employees required to perform those assignments; and (3) the skill level required to perform those assignments.
- (b) The Laboratory will:
 - (1) Establish and maintain a Primary Skill List, which will include all employees based on assignments and duties that they regularly perform. Overtime will be offered to the available employee(s) with the least number of hours recorded in the Primary Skill Overtime records in each specific skill/job classification. Should an employee choose not to work, the employee with the next lowest overtime will be offered the assignment until all employees in that skill/job classification have been asked. If

all employees in a skill/job classification on the Primary Skill List choose not to work, the employee(s) with the lowest number of hours will be required to work the overtime assignment. In the event an employee works three consecutive days and/or nights of overtime, the overtime records of all employees in his skill/job classification area will be adjusted accordingly, and such adjustment will be used as the basis for offering overtime, to the employees in that skill/job classification until the next time that the overtime records are updated and posted. A Primary Skill overtime record, updated and posted weekly, will be maintained for each specific skill/job classification.

- (2) Establish and maintain a Secondary Skill List, when appropriate, which will include employees who desire to obtain a skill in areas that are equal to or above their present job classification. The Secondary Skill List will indicate job classification levels for the desired skill that is commensurate with the individual's proficiency in that skill. Should the number of qualified employees required to perform an overtime assignment exceed the number of available employees on the Primary Skill List, overtime will be offered to available employees on the Secondary Skill List. Overtime will be offered, as needed, to available employees on the Secondary Skill List within the applicable skill/job classification after all available employees with the desired skill/job classification on the Primary Skill List have been assigned the overtime. Overtime will be offered to the available employee(s) with the least number of hours recorded in the Secondary Skill List overtime records for the applicable skill/job classification. As an incentive to encourage training for promotion, overtime will be offered in ascending order of job classification, keeping task qualification requirements foremost. To qualify for a skill at a specific job classification level, individuals must meet and maintain the requirements of the primary activities of the position description. Should an employee on the Secondary Skill List with the required qualifications choose not to work, the employee with the required qualifications and the next lowest overtime hours will be offered the assignment until all employees with the required skill in that job classification have been asked. If all employees on the Secondary Skill List within the desired skill/job classification choose not to work, the employee(s) within the required skill/job classification with the lowest number of hours will be required to work the overtime assignment. The Secondary Skill overtime record, consisting of all overtime hours per skill/job classifications will be posted as often as changes occur.

Under peak work load conditions where employees in one skill/job classification are scheduled to work more than eight (8) overtime hours per workweek, the Laboratory and the Union will work on a case-by-case basis to implement the Secondary Skill List, in the best interest of the employee(s) and the Laboratory. However, this will not be construed as limiting employees to eight (8) hours of overtime per workweek.

The Laboratory will identify the minimum number of people within each skill and job classification necessary for efficient operation; volunteers will be solicited to fill the identified positions; trainees will be allowed to volunteer for the Secondary Skill List and will be assigned tasks according to their qualification. The Secondary Skill List Enrollment Forms will be sent to all employees during the month of March each calendar year. Employees will be limited to enrolling in two (2) skill/training areas within their respective occupational group. Employees who qualify for a skill area during the year may be placed on the Secondary Skill List at the time of qualification. In the event of circumstances requiring additional manpower, the Laboratory reserves the right to assign additional people not identified on the Secondary Skill List to perform work for which they are qualified.

However, irrespective of numbers of overtime hours accumulated, a trainee who is actively participating in a Laboratory-approved formal training program (e.g., ICS, apprenticeship program, or vocational studies program) will be given first preference for overtime assignments over an employee who is not actively participating in a formal training program.

- (c) An employee permanently transferred to another skill group shall be assigned the equivalent number of hours of that employee with the highest number of overtime hours accumulated in the skill/job classification on the Primary Skill List.
- (d) If practical under the circumstances, overtime assignments shall be offered on a voluntary basis to all qualified employees in the Primary Skill list group who are available before employees are required to work overtime. However, the Laboratory shall not be required under this section to assign overtime to a volunteer at a rate of payment in excess of time and one-half in lieu of a non-volunteer.
- (e) The Laboratory will determine when an emergency exists, and will take action reasonable and appropriate to the circumstances to stabilize the emergency condition. In the event that employees are called in, they will be called in according to Section 9.15(b).
- (f) The parties agree that a probationary employee, or an employee on trial period for promotion will not be offered overtime until all available regular qualified employees in that classification have been offered the overtime. In the case of a probationary employee or an employee on trial period for promotion, at the end of the probationary period or trial period respectively, such employee shall be assigned the equivalent number of overtime hours, of that employee with the highest number of overtime hours accumulated on the Primary Skill List and the lowest number of overtime hours accumulated on the Secondary Skill List if applicable.
- (g) The parties agree that when an employee is assigned to assist other facility or maintenance sections, he will be allowed to continue in such assignment until it is completed. Overtime hours accumulated during such assignments will not be added to

the Primary Skill List. Upon completion of such assignment, the employee will be assigned the highest number of overtime hours in his skill/job classification on the Primary Skill List. In making such assignments, the Laboratory will take into consideration seniority, the skills/job classifications required and the workload of the Plant Services or Supply sections. If more than one individual is required and the situation allows, then volunteers from the qualified employees will be solicited.

- (h) Work assignments which are started during the regular workday or shift and extend into an overtime situation for day workers or beyond normal day work hours for shift workers may be finished by those employees who were originally assigned to the work in order to complete that assignment. However, if in the opinion of the Laboratory a transition of employees can be made without adverse impact to the job continuity, the overtime will be awarded in accordance with Section 9.15(b)(1).
- (i) On the first workday of October, each calendar year, the overtime status of covered employees in the Primary and Secondary Skill Lists will be reduced to zero. After overtime records have been zeroed, overtime will be offered to the employees with the most seniority in descending order, until a new list is established. Overtime records will be made available for inspection.
- (j) Availability for Overtime - (1) An employee is not available for overtime if he cannot be contacted in person or by telephone. (2) Bargaining Unit employees may volunteer for, but will not be required to work, overtime assignments for the period of time starting with their scheduled quitting time prior to scheduled annual leave, until the time they are scheduled to report back to work. (3) If an emergency exists, as deemed by the Laboratory, all employees are considered available for overtime. (4) An employee is not available for overtime if he is away from the ANL-W site on official Laboratory business.
- (k) Unless an emergency condition exists, as deemed by the Laboratory, no employee shall be offered two (2) consecutive double-shift work assignments.

ARTICLE X

SENIORITY

Section 10.1 Seniority Defined - The seniority of each employee in the Maintenance Section is his position relative to other employees in his classification based upon:

- (a) any service with the Laboratory prior to September 1, 1969; and
- (b) any service in a bargaining unit classification on and after September 1, 1969.

The seniority of each employee in the Supply Section is his position relative to other employees in his classification based upon:

- (a) any service with the Laboratory prior to July 1, 1970; and
- (b) any service in a bargaining unit classification on and after July 1, 1970.

Each employee shall accumulate seniority in the classification in which he is employed from the date of assignment into that classification. Any employee who is promoted within his occupational group shall continue to accumulate seniority in any classification in which he was previously employed in that occupational group.

An employee accumulating seniority in classifications of Maintenance Helper or above shall also accumulate seniority in the Maintenance Helper and all lower classifications. An employee hired into a classification below Maintenance Helper shall accumulate seniority in his own classification and lower classifications. An employee accumulating seniority in classifications of Materiel Handler or above shall also accumulate seniority in the Materiel Handler and all lower classifications. An employee hired into a classification below Materiel Handler shall accumulate seniority in his own classification and lower classifications.

The above provisions will apply only to classifications within an employee's own occupational group.

Section 10.2 Occupational Groups - For seniority purposes job classifications have been brought together into the following occupational groups:

- | | |
|------------------------|---------------------------------|
| 1. PLANT SERVICES | 2. SUPPLY |
| Operations Specialist | Heavy Equipment Operator/Rigger |
| Maintenance Specialist | Rigger |
| Maintenance Mechanic | Equipment Operator |
| Maintenance Helper | Materiel Controller |
| Laborer | Materiel Handler |
| Custodian | Materiel Helper |

Section 10.3 Reduction in Force - In the event of a reduction in force within any job classification, the employees with the greatest seniority shall be retained for available jobs within the job classification. In the event seniority is equal as between employees, the employee with the greatest ability, skill, training, and other relevant qualifications shall be retained. However, in such cases where there are no objective, measurable differences in ability, skill, training, and other relevant qualifications, the employee(s) with the lowest payroll number shall have the most seniority for the purpose of this section. An employee subject to being laid off may choose, in lieu of the layoff, to exercise his seniority by being downgraded at that time to any lower-paid job classification in which he has sufficient seniority.

Section 10.4 Posting of Vacancies - The Laboratory will make job assignments within

classifications as needed to meet work requirements. When a job opening occurs, it shall be posted on the bulletin boards for a period of five (5) days. Any employee who desires to bid for such opening shall submit a written notice to the Laboratory with a copy to the Union within the five (5) day period. Qualified employee(s) in the classification will be offered an opportunity to fill the available opening prior to offering the opportunity to qualified employee(s) in other classifications. An employee absent from work for any reason during the bidding, shall be given two (2) days upon his return to work to submit his bid, provided that he must return within twenty (20) days from the date of posting. The Laboratory will post the results of the bidding within thirty (30) days after the end of the posting period and the selected employee shall be assigned to the job as promptly as possible. In the event that a vacancy is filled with an action, as defined in Section 10.13, the seniority of the successful bidder will start on the day the job offer is accepted. The time limits in this section are exclusive of Saturdays, Sundays, and days recognized as holidays.

Section 10.5 Policy on Promotions - It is the policy of the Laboratory to fill job openings wherever practical by promoting qualified employees from within the Laboratory giving due consideration to the wishes and interests of the employees. Consistent with this policy and the provisions of Section 10.4 (Posting of Vacancies) the Laboratory will consider employees represented by the Union prior to considering other applicants to fill job openings in classifications represented by the Union. Promotions will be based upon an employee's seniority and qualifications. Qualifications are defined as having the knowledge, skills and experience required to satisfactorily perform the primary activities as listed on the position description for the job opening. In cases where the Laboratory determines that employees are relatively equal in qualifications, promotion shall be according to seniority.

Section 10.6 Loss of Seniority - An employee shall lose his seniority when (a) he has been laid off from work eighteen (18) continuous months or (b) he has been laid off and fails to report for work within fourteen (14) calendar days after written notice of recall (registered letter, return receipt requested) has been sent to the latest address appearing in the Laboratory's records or (c) he has been on leave of absence for eighteen (18) continuous months (except for Union business) or (d) his employment is terminated (resignation, release, retirement, or discharge for just cause). It will be the employee's responsibility to keep the Laboratory informed as to his current address. An employee re-employed after loss of seniority caused by any of the foregoing reasons shall be considered as a new employee.

Section 10.7 Probationary Employee - A new or reclassified employee shall be considered a probationary employee until he has had ninety (90) days service, after which, if he is retained, his length of service shall date from ninety (90) days prior to the close of such probationary period. In the event the probationary period is extended, he shall continue to be paid the Starting Rate, as defined in Appendix A, Schedule of Wages, or the rate according to Section 16.4, whichever is applicable, until such time that he has successfully completed the probationary period. In addition, therefore, his service date will then date from his original date of entry into the bargaining unit.

Section 10.8 Temporary Employees - Employees hired by the Laboratory for a specified period of time, not to exceed one (1) year, will be considered temporary employees. These employees shall be subject to all regulations applicable to regular employees. The Laboratory will discuss any extension, termination or modification of such appointment with the Union prior to the Laboratory taking such action.

Temporary employees in the bargaining unit are entitled to participate in all Laboratory benefit programs in the same manner as all other hourly/weekly temporary employees at Idaho.

In the event of a reduction in force in any job classification, regular employees shall be reduced only after all temporary employees in that classification are terminated.

Any modifications to existing policy that affect all other hourly/weekly temporary employees at Idaho will be applicable to temporary employees in the bargaining unit.

Section 10.9 Seniority of Reclassified Supervisors - Supervisors promoted out of the bargaining unit shall retain the amount of seniority which they had accumulated prior to their promotion for ninety (90) calendar days following their promotion. If a supervisor returns to the bargaining unit within this ninety (90) calendar day period after his promotion, he shall be credited with all the accumulated seniority which he earned prior to his return to a position in the bargaining unit. If a supervisor returns to the bargaining unit more than ninety (90) calendar days after his promotion, he shall not be credited with any seniority.

Section 10.10 Seniority on Transfers within the Bargaining Unit - Any employee who transfers from one occupational group to the other shall retain the amount of seniority he had accumulated prior to his transfer for one year following the transfer. However, once an employee transfers from one occupational group to the other, he will lose his seniority in his previous occupational group upon completion of his trial period upon transfer except that such an employee will retain his seniority for the purpose of Section 10.3.

Section 10.11 Exclusions from Seniority - After the effective date of this Agreement, time in layoff status shall not be included as service in determining an employee's seniority.

Section 10.12 Eligibility for Employee Benefits - An employee's eligibility for employee benefits such as annual leave, disability leave, and retirement annuity, shall be based on his length of service as an employee, or as provided in the specific benefit plan.

Section 10.13 Definitions - Promotions, Transfers, Reclassifications - A "promotion" is defined as a change from a job classification in an Occupational Group to a higher level job classification within the same Occupational Group. A "transfer" is defined as a change from a job classification in one Occupational Group within the bargaining unit to another Occupational Group within the bargaining unit. A "reclassification" is defined as a change from a job classification at the Laboratory outside of the bargaining unit to a job classification within the bargaining unit.

Section 10.14 Trial Periods on Promotions and Transfers - An employee promoted or transferred

to another classification will have a trial period of ninety (90) calendar days in the new classification. If within this ninety (90) day period he is unable to perform the work in the new classification satisfactorily, or requests a return to his former classification, he shall be so reassigned without prejudice but will relinquish his seniority in the higher classification. Extension of the trial period

may be arranged by mutual agreement in writing. In the event the trial period is not satisfactorily completed, the Union shall be notified in writing of his return to his former classification.

Section 10.15 Seniority Lists - The Laboratory agrees to compile and furnish to the Union a list showing the seniority of each employee in the bargaining unit as of the effective date of this Agreement and to furnish a new list to the Union annually thereafter. The Union shall have the right to request and receive one additional seniority list during each contract year.

Section 10.16 Recall - In the cases of a restoration in force within a job classification, employees on layoff, or those employees who (in accordance with Section 10.3) accepted a lower-paid job classification in lieu of layoff or who were reinstated in such lower-paid job classification while on layoff, will be recalled in the order of their seniority. Employees subject to recall shall be notified by registered letter, return receipt requested, mailed to the last address on record in the Laboratory's Human Resources Division.

Section 10.17 Deviations - Deviations may be made from the provisions of this Article by mutual agreement between the Laboratory and the Union.

Section 10.18 - Voluntary Layoff - The Laboratory will give consideration to requests received from senior employees to be laid off in lieu of a junior employee, in the same job classification, who has received notice of layoff, in accordance with Section 10.3.

ARTICLE XI

HOLIDAYS

Section 11.1 Recognized Holidays - The following holidays shall be recognized:

New Year's Day	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Thanksgiving Day	

For day workers, if any of the above holidays fall on a Saturday or Sunday, either the Friday preceding or the Monday following shall be recognized as the holiday, as announced by the Laboratory.

For shift workers, if any of the above holidays fall on a Saturday or Sunday, the actual holidays shall be recognized as the holiday. It being understood that for the purpose of Holiday Premium Pay for hours worked on a holiday, the premium pay period begins at 7:00 a.m. on the actual holiday and runs for the next twenty-four (24) hours.

Each employee shall receive one floating holiday per calendar year which may be taken at any time during the calendar year subject to supervisory approval based on operational needs. Such use of the floating holiday will require a seven (7) day notice in advance. The floating holiday will not be used until the employee has completed his probationary period.

Section 11.2 Holiday Pay - Employees will be paid for any day recognized as a full holiday an amount not exceeding eight (8) times the individual employee's basic hourly rate subject to the following conditions:

- (a) An employee must have worked his last scheduled workday prior to and his next scheduled workday subsequent to a day recognized as a holiday in order to receive such pay, provided that this subsection shall not apply if the employee, previous to the day in question has been granted an excused absence with or without pay on such prior and subsequent days.
- (b) An employee who is directed to work on a day recognized as a holiday, but fails to report and does not have an excuse acceptable to the Laboratory shall not receive such holiday pay.
- (c) An employee who is on leave of absence, or any excused absence without pay for four (4) working days or more adjacent to the holiday, or who has been laid off shall not receive such holiday pay.
- (d) Pay for hours worked on a holiday shall be made under Section 9.3 in lieu of pay under this section for such hours.
- (e) The twenty-four (24) hour period commencing with the employee's scheduled starting time on the calendar day recognized as the holiday shall be deemed to be the holiday for the purpose of computing pay.

ARTICLE XII

ANNUAL LEAVE

Section 12.1 Annual Leave Benefits - Annual leave is provided to permit absence from normal work activities for rest and relaxation and to provide payment (within maximum accrual) for such other absences as may be required for personal reasons.

Each employee shall earn annual leave benefits based upon the period of his continuous service from his most recent date of employment as shown in the schedule listed below and shall have available for use as annual leave such days as earned, in accordance with the provisions of Section 12.2.

<u>Period of Continuous Employment</u>	<u>Monthly Accrual</u>
From date of employment until the fifth anniversary of employment	10 hours
From the fifth (5th) anniversary of employment	13-1/3 hours
From the seventh (7th) anniversary of employment	14 hours
From the ninth (9th) anniversary of employment	14-2/3 hours
From the eleventh (11th) anniversary of employment	15-1/3 hours
From the thirteenth (13th) anniversary of employment	16 hours

Employees who had 15 or more years of service as of October 1, 1995 (and whose most recent date of hire was prior to October 1, 1995), accrue vacation according to the following schedule. (For this portion of the schedule, only service attained as of October 1, 1995 is applicable. For example, an employee who had 20 years of service as of October 1, 1995 would accrue 18 hours per month in all subsequent years (i.e., the accrual does not increase to 18-2/3 hours when the employee attains 21 years of service sometime after October 1, 1995).

<u>Service of October 1, 1995</u>	<u>Monthly Accrual</u>
15-16 years	16-2/3 hours
17-18 years	17-1/3 hours
19-20 years	18 hours
21-22 years	18-2/3 hours
23-24 years	19-1/3 hours
25+ years	20 hours

Section 12.2 Regulations -

- (a) An employee must be in pay status for at least eleven (11) working days in each month to earn annual leave credit for that month.

- (b) If an employee's anniversary of employment occurs on or before the fifteenth of a month, that month's accrual shall be determined as though the anniversary were the first of that month. If an employee's anniversary of employment occurs after the fifteenth of a month, that month's accrual shall be determined as though the anniversary date were the first of the following month.
- (c) Annual leave shall be credited to the employee's account in the month following the month in which it was earned. Annual leave credited to an employee's annual leave account may not exceed twenty-one (21) times the employee's monthly accrual rate.
- (d) Time off with pay shall be deducted from an employee's annual leave, except authorized absences compensated for under other sections of this Agreement.
- (e) Each hour of annual leave shall be paid at an employee's basic hourly rate. Annual leave will be paid for only on the basis of days which normally would have been worked, up to a maximum of eight (8) hours for Day workers, twelve (12) hours for Shift workers, per day. Advance annual leave pay may be obtained for two (2) workweeks or more with a minimum of two (2) weeks notice.
- (f) All annual leave is subject to supervisory approval based on the operational needs of the Laboratory. Except under extraordinary circumstances, approval prior to each absence is required. In order to be able to use annual leave in an extraordinary circumstance the employee shall telephone his supervisor or an authorized representative. Each department will, according to operational needs, establish regulations which outline specific procedures for employees to follow in reporting absences.
- (g) Upon termination of employment, an employee shall be paid the annual leave benefit earned but not used up to the date of termination.
- (h) If an employee is laid off or on a leave of absence and is subsequently re-employed within eighteen (18) months or if an employee enters and returns from military service, his employment for the purposes of determining his annual leave accrual rate will be considered to be continuous during the period of such layoff or military service.
- (i) A new employee shall not use annual leave until he has completed his probationary period. During the probationary period, a new employee shall accrue annual leave during any month in which he has been in pay status at least eleven (11) working days. At the end of the probationary period, he will be given credit for annual leave accrued during that period.

ARTICLE XIII

DISABILITY LEAVE WITH PAY

Section 13.1 Occupational Disability Leave - An employee who is unable to perform his work at the Laboratory due to an accidental injury or occupational illness arising out of and in the course of his employment at the Laboratory will be granted occupational disability leave as hereinafter provided, unless such injury is purposely self-inflicted, or is due to his willful misconduct, willful violation of plant rules or willful failure to use safety appliances. An employee absent from his work because of such occupational disability may be entitled to benefits under the Idaho Workmen's Compensation Act or the Idaho Occupational Diseases Act. The Laboratory will supplement any payments under these laws so that the total received will equal what the employee would have received at his basic hourly rate for scheduled work time, not to exceed eight (8) hours per day or eighty (80) hours per bi-weekly pay period for day workers nor twelve (12) hours per day or eighty-four (84) hours per bi-weekly pay period for shift workers, for an aggregate number of hours not in excess of seven hundred twenty (720) for each disability. In order to receive a payment under this Section 13.1, an employee must satisfy the conditions of eligibility in Section 13.4.

Section 13.2 Nonoccupational Disability Leave - An employee who is unable to perform his work at the Laboratory due to illness or injury arising otherwise than out of and in the course of his employment at the Laboratory will be granted nonoccupational disability leave as hereinafter provided, unless such illness, or injury is purposely self-inflicted, or due to willful violation of law. An employee satisfying the conditions of eligibility in Section 13.4, shall, beginning with the first hour of each continuous absence from scheduled hours of work, receive pay at his basic hourly rate for scheduled work time not to exceed eight (8) hours per day or eighty (80) hours per bi-weekly pay period for day workers nor twelve (12) hours per day or eighty-four (84) hours per bi-weekly pay period for shift workers, for an aggregate number of hours not in excess of the number which the employee has accrued as computed under Section 13.3.

Section 13.3 Accrual of Nonoccupational Disability Leave - A new employee shall accrue one hour for each hour of work up to a maximum of one hundred and forty-four (144) hours of accrual. This accrual is credited to the employee at the end of the probationary period. Thereafter, employees will accrue nonoccupational disability leave at the rate of one hundred and forty-four (144) hours per anniversary year: provided, (1) that no accrual of nonoccupational disability leave shall accumulate to a total in excess of one thousand and forty (1040) hours, (2) that no yearly accrual shall become effective while an employee is not actually working, but shall only become effective on the first day he returns to work, and (3) that the anniversary year accrual of any employee who is absent for a continuous period of thirty (30) days or more shall be determined by multiplying the number of months of actual work by 1-1/2 days (a fraction of a month shall be considered a full month). Upon his knowledge, the Human Resources Manager will provide a written notice to the appropriate department manager whenever an employee, whose name previously appeared on the Special Absence Report, no longer appears on said report.

Section 13.4 Conditions of Eligibility - In order to receive payment under this Article XIII, the

following conditions of eligibility must be satisfied:

- (a) The employee shall telephone his supervisor or an authorized representative on the first day of absence due to illness or injury, except where excused in advance from this requirement by his supervisor. The supervisor will advise the employee as to the requirement for the frequency of calls on future days depending upon the nature of the illness or injury.
- (b) All cases of absence due to occupational illness or injury must be certified by the Health Division of the Laboratory. Such absences require prior authorization from the Health Division, except in the most unusual circumstances. In the event that an employee, at his own discretion, remains away from work because of the effects of such illness or injury, he must accept the responsibility of notifying the Health Division as soon as practicable. If an employee is partially disabled, the Laboratory will make every effort to locate useful employment until such time that partial disability ends. Until such time as the Health Division considers the partial disability is permanent in nature, the employee will retain his classification status that he held prior to becoming disabled.
- (c) The Laboratory reserves the right to request a doctor's statement concerning any absence due to nonoccupational illness or injury for any employee where circumstances warrant.
- (d) The parties recognize that a good record of attendance at work by every employee is necessary for the efficient operation of the Laboratory. Therefore, an excessive accumulation of absences may be called to the employee's attention by the Laboratory. The Laboratory will attempt to correct this problem through consultation with the employee. If the employee is unable to improve his attendance record within a reasonable period of time, such employee may be subject to disciplinary action.
- (e) Additionally, the Laboratory produces a monthly "Special Absence Report" which identifies employees who have had five (5) or more occurrences totaling forty (40) hours or more during the previous twelve (12) months. Because the Laboratory considers five (5) or more occurrences totaling forty (40) or more hours to be excessive, the following procedure will apply to those employees whose names appear on this report:

1st appearance on Special
Absence Report (SAR)

Verbal notification/discussion with supervisor.

3rd consecutive appearance -

With an additional occurrence since 1st appearance on SAR, written notification will be issued stating that the absence record is unsatisfactory. Employee will be required to provide medical certification for future sick leave occurrences until no longer on SAR.

5th consecutive appearance -

With two or more additional occurrences since appearance on SAR, a written warning will be issued stating that exces-

sive usage of sick leave is unacceptable and the employee will be notified that for future occurrences the first day will be unpaid (SNP - sick no pay) for regularly scheduled hours (eight (8) for day workers and twelve (12) for shift workers) until no longer on SAR.

7th consecutive appearance - With an additional occurrence since a written warning was issued, a Letter of Reprimand will be issued and the employee will be suspended for one to three days without pay for continued unavailability for work. Employee will be notified that for future occurrences, the first and second day will be unpaid (SNP - sick no pay) for regularly scheduled hours (eight (8) for day workers and twelve (12) for shift workers) until no longer on SAR.

9th consecutive appearance - With an additional occurrence since suspension without pay, additional disciplinary action will be taken which could include termination of employment.

The above procedure is not applicable to absences which are part of a leave under the Family Medical Leave Act.

- (f) The Union may bring to the Laboratory's attention "special cases" (e.g., chemotherapy for cancer, heart attacks, pregnancy) for the Laboratory to consider for deviation from Section 13.4(e). Furthermore, if the sick leave usage of the bargaining unit during any contract year (June through May) decreases to 3.0% (or less) of available hours, at the Union's request, the Laboratory will discontinue the application of Section 13.4(e) for the ensuing contract year, with the understanding that Section 13.4(d) will still be applicable. If however, in any subsequent contract year, should the sick leave usage of the bargaining unit increase to more than 3.0% of available hours, the Union agrees that the Laboratory will immediately reinstate Section 13.4(e).
- (g) Absences will be paid for only on the basis of days which normally would have been worked, up to a maximum of eight (8) hours per day and eighty (80) hours per bi-weekly pay period for day workers and a maximum of twelve (12) hours per day and eighty-four (84) hours per bi-weekly pay period for shift workers, had the employee performed his regular schedule of work; and there will be no payments under this Article XIII for any days of disability which fall within a employee's layoff, annual leave, leave of absence, holidays, or any other absence(s) excused for reasons other than disability, nor will such absence(s) excused for reasons other than disability be extended or rescheduled because of any disability commencing during any such period.

Section 13.5 Payment on Release for Health Reasons - In the event that an employee is released by the Laboratory pursuant to a determination of the Health Division under Section 15.4, he shall

be paid eight (8) hours pay at his basic hourly rate for each day accumulated in his unused nonoccupational disability leave account as of the date of release. Such payments shall be made bi-weekly.

Section 13.6 Special Extension of Disability Leave for Hardship Cases - An employee who has used up all disability leave (occupational or nonoccupational, as the case may be) during a single period of prolonged and serious illness, or incapacity due to injury, may be allowed to receive additional leave with pay at one-half his basic hourly rate, under the conditions of this Section. In order to be eligible for such additional leave the employee must have completed three continuous years of service with the Laboratory immediately prior to the beginning of his absence and his period of disability must be in excess of thirty consecutive working days. The number of hours of additional disability leave that the employee may receive in any such situation will be equal to the number of hours which were accrued in his nonoccupational disability leave account as of the day previous to the beginning of his period of absence. Such leave will be available as an extension of either occupational disability leave under Section 13.1 or nonoccupational disability leave under Section 13.2 provided, however, that payment under this Section 13.6 for an extension of occupational disability leave shall not be reduced by any benefits to which the employee may be entitled under the Idaho Workmen's Compensation Act or the Idaho Occupational Diseases Act. The necessity for the absence must be certified, on a form furnished by the Laboratory, by a licensed doctor of medicine. If an employee is eligible to receive benefits under the long term disability plan, he shall not receive benefits under this Section 13.6 for the same period of absence.

ARTICLE XIV

LEAVE OF ABSENCE AND EXCUSED ABSENCES

Section 14.1 Absence on Union Business -

- (a) Upon request of the Union, one employee shall be granted unpaid leave of absence for a period not to exceed two (2) years to carry out duties as a member of the Union or its affiliates. The request shall be made in writing not less than four (4) weeks prior to the date on which the leave of absence is to commence and shall be countersigned by the employee. The employee shall return to the Laboratory all identification issued to him for such period. The employee's coverage under the Laboratory Group Insurance programs shall be continued in force during the leave of absence in such manner as provisions of the Group Insurance contract permit, provided that the employee shall pay the required Group Insurance premiums at least monthly in advance. An employee returning from leave of absence granted under the provisions of this subsection shall notify the Laboratory in writing not less than four (4) weeks prior to the date of his return.
- (b) Subject to the Laboratory's operational requirements, duly authorized Union members will be granted excused absences without pay aggregating not more than fifty-five (55) calendar days

per twelve (12) month period of this Agreement to attend conventions or handle other pertinent Union Business. Requests for absences under this subsection shall be made in writing not less than seventy-two (72) hours prior to the commencement of the requested absence. Normally not more than three (3) employees shall be granted excused absence under this subsection at the same time for periods exceeding one day in duration. Under unusual circumstances, and with explanation, the Laboratory will consider granting absences to more than three (3) people at one time under this provision. For those business meetings consisting of one day or less a maximum of five (5) Union members may be granted excused absence without pay.

Section 14.2 Transportation Difficulties - Employees who are prevented from reporting to work on time because of unavoidable transportation difficulties (such as inclement weather, vehicle breakdown, etc.) may be granted excused absence with pay; however, payment will not be made for time absent for this reason in excess of three (3) hours, nor will payment be made for such absence time if the employee does not report for work on the same day.

Section 14.3 Military Service - The Union and the Laboratory agree to observe and comply with all applicable Federal and State laws, executive orders, and rules and regulations concerning re-employment of employees who enter the Armed Forces of the United States Government. The parties shall have the right to rely upon and to act in accordance with any such laws, orders or rules and regulations; and any action in reliance upon or in accordance with said laws, orders or rules and regulations shall not be deemed to constitute a violation of this Agreement. An employee shall be granted excused absence with pay for working time necessarily lost in taking pre-induction physical examinations for the Armed Forces upon presentation of notice from the appropriate Government agency.

An employee may participate in reserve training programs of the Armed Forces. In the event such time is not taken during the employee's vacation, he may be granted an excused absence not exceeding ten (10) regularly scheduled working days in any one calendar year and shall be paid only the difference between his Laboratory pay and pay for such military service, if such pay is less than his Laboratory pay. In computing the difference in pay, Laboratory pay will be the employee's basic hourly rate for scheduled hours of work up to a maximum of eight (8) in a workday and forty (40) in a payroll week. Training pay is computed to include base pay and longevity pay, but to exclude pay for special activities (e.g., flight pay, etc.) and special allowances (e.g., subsistence, quarters, etc.).

Section 14.4 Leave of Absence - Leave of absence is defined as any excused absence of thirty (30) consecutive calendar days or more in duration. Employees with three or more years of service will be granted, if operations permit, up to six months leave of absence without pay for either (1) formal education pursuits which will better equip them for advancement within the Laboratory, or (2) serious illness of a member of their immediate family which requires them to move to another climate. A maximum of two (2) employees may be absent for these reasons at one time. Preferences in granting such leaves of absence will be given to employees with the greatest length of service. In case of an employee's serious illness or injury he may be granted an unpaid leave of absence after he has exhausted all paid leave (excluding insured benefits). Such leaves of absence shall not

exceed eighteen (18) months from the date of commencement of his disability.

Section 14.5 Status of Benefits - Employees on leave of absence or who are laid off may maintain their Group Hospital-Surgical-Medical Insurance and their Group Life Insurance in the same manner as all other hourly/weekly employees at Idaho. Employees on leave of absence or who are laid off retain their status under the Laboratory's Retirement Plan in the same manner as all other hourly/weekly employees at Idaho.

Section 14.6 Absence for Jury Duty - Any employee called to serve as a juror may be granted excused absence with pay for the period necessary, provided that when the employee receives his check for jury duty payment, he endorses it to Argonne National Laboratory and submits it to the Accounting Department.

Section 14.7 Unusually Long Hours - If because of working unusually long hours, an employee is absent, with supervisory approval, during his regularly scheduled shift, he will not be required to use annual leave, but may be allowed to take excused absence without pay.

ARTICLE XV

HEALTH AND SAFETY

Section 15.1 Conformance to Health and Safety Rules - All employees shall conform to all health and safety rules of the Laboratory presently in effect or which may be put into effect from time to time by the Laboratory.

Section 15.2 Protective Clothing and Equipment - The Laboratory shall continue to make such provisions at the Laboratory for the health and safety of the employees and to provide protective devices, clothing and other equipment necessary for proper protection at the Laboratory, as is determined upon by the Laboratory.

Section 15.3 Safety Conferences/Meetings - The Union and the Laboratory recognize that the Laboratory must bear the responsibility for minimizing industrial accidents and, in fulfilling this responsibility, must establish safety regulations. Employees are encouraged to contribute to the safety program and to bring to the attention of their supervisor or Safety Representative any conditions they believe unsafe.

The Laboratory and the Union undertake to promote the fullest realization by the individual employee of his responsibility to prevent accidents to himself or his fellow employees. In furtherance of these objectives, the Union and the Laboratory mutually agree that, once each quarter, joint Safety Conferences should be held for the purpose of discussing safety concerns and practices, and recommending appropriate action to improve safety conditions. For the purpose of such meetings, the Union shall furnish to the Laboratory the names of three (3) employees to act as Employee Safety Representatives. Such conferences will be chaired by one of the Laboratory representatives.

In addition, Departmental safety meetings will be held as deemed necessary by the Laboratory.

Section 15.4 Physical Examinations and Release for Health Reasons - The Laboratory reserves the right as a condition of employment, or continued employment, to require such examinations as the Health Division of the Laboratory may deem necessary. Such examinations may include, but not be limited to, physiological testing, psychological testing, and testing for substance abuse, as deemed appropriate by the Laboratory. The decision of the Health Division shall be final and not subject to the Grievance Procedure or Arbitration in determining the physical or emotional fitness of any person for employment or continued employment. However, the issue as to whether the action of the Laboratory in releasing an employee for substance abuse was arbitrary or capricious shall be subject to the Grievance Procedure and may be taken to Arbitration.

The confidential character of all employee medical records shall be rigidly observed by all members of the medical staff, and shall remain in the exclusive control or custody of the medical staff. Except as permitted by law, disclosure of information from an employee's health records shall not be made without the employee's written consent.

When a question concerning the physical or emotional fitness for continued employment of any employee arises, the Laboratory shall notify the employee and allow him a reasonable opportunity to consult with his own doctor before a final determination is made by the Health Division. Before making this final determination, the Health Division shall:

- (1) Conduct the necessary examinations of the employee.
- (2) If requested by the employee, consider a report by the employee's designated personal physician.
- (3) If requested in writing by the employee, provide a report to the employee's designated personal physician.
- (4) If requested in writing by the employee, discuss the matter with the employee's designated personal physician, with a view to obtaining all pertinent medical information as an aid in making a determination.

When the Health Division is of the opinion that an employee is no longer able, for health reasons, to continue in his present position, the Human Resources Group will make every reasonable effort to find employment within the Laboratory in a different position for which the employee is qualified.

Section 15.5 Toxic and/or Hazardous Material Exposure Data - Upon written request from an employee, the Laboratory will provide such employee his available positive toxic and/or hazardous material exposure data to the extent permitted by Law.

ARTICLE XVI

WAGES

Section 16.1 Wage Rates - Employees covered by this Agreement shall be paid basic hourly rates in accordance with the attached Appendix A, "Schedule of Wages", which is hereby made a part of this Agreement.

Section 16.2 New Classification - In the event that the Laboratory establishes a new job classification within the bargaining unit in addition to those listed in the attached Appendix A, "Schedule of Wages", the Laboratory will negotiate the basic hourly rate and the hours of work and conditions of employment for such new classifications with the Union before any employee is assigned to such new classification.

Section 16.3 Temporary Assignment -

- (a) In the event that any employee is given work assignments which would normally be performed by an employee in a classification with a higher starting rate of pay which total two (2) hours or more during a workday, he shall receive the "After 18 Mo. Service Rate" of the classification which would normally perform such work.
- (b) Any employee who qualified for a higher rate of pay under the conditions of paragraph (a) shall be paid a minimum of four (4) hours at such rate of pay. If the work assignment should exceed (4) hours, the employee will be paid the higher rate of pay for all hours worked that day.
- (c) Temporary assignments shall not exceed thirty (30) calendar days in length.
- (d) In the event an employee is given a work assignment which would normally be performed by an employee in a classification with a lower rate of pay, his rate of pay shall not be reduced during such temporary assignment.

- (e) When custodians are used for laborer or yardwork assignments which are in excess of one week or more, such assignments will be offered on the basis of seniority, provided they are qualified and physically capable.
- (f) If a position becomes vacant for a period of time in excess of thirty (30) calendar days due to an employee's absence for reasons of occupational disability leave, non-occupational disability leave, or unpaid sick leave, such position may, if the Laboratory deems necessary, be filled by the qualified employee in the affected occupational group with the most seniority. In the event there is more than one (1) qualified employee for such position, offers will be made in descending order of seniority. Such assignments will not exceed a period of eighteen (18) months. An employee on temporary assignment for the purpose of this section will be paid the "After 6 month service rate" of the appropriate job classification. The Laboratory may terminate temporary assignments at any time.

Section 16.4 Promotions, Transfers, and Reclassifications - An employee who is promoted, transferred, or reclassified will be paid the "After 6 mos.³⁶ Service Rate" for said job classification, as defined in Appendix A, Schedule of Wages, immediately upon the effective date of the action.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

Section 17.1 Federal and State Laws, Orders and Final Adjudications - The Laboratory and the Union understand that the Laboratory is required to comply with all applicable Federal, State, Local laws, regulations, orders, ordinances, or Executive Orders of the President or the Governor of Idaho, or final adjudication of any court of competent jurisdiction. Should any provision or application of this Agreement become unlawful, this Agreement shall be modified by the parties to comply with the law, but in all other respects, the provisions and application of this Agreement shall continue in full force and effect for the life thereof. The Laboratory will notify the Union of any requirements under this section and provide an explanation to the Union as soon as possible of any new requirements under this section. All applicable DOE rules and regulations will be made available to Union employees.

The parties agree that in the event that any provisions are declared to be in conflict with the law, they will meet within 30 days for the purpose of negotiation and agreement on provision or provisions so invalidated.

Effective with this Agreement and all successive agreements between the parties, if the Idaho Right to Work Law is subsequently repealed, in part or total, or is otherwise determined not to be applicable to the INEEL, all appropriate provisions that were effective originally in the 1985 through 1988 Agreement will be reinstated to the extent permitted by law.

Section 17.2 Pay in Lieu of Notice of Layoffs - In the event the Laboratory is required to lay off

an employee without giving him one calendar weeks' notice, the employee shall be paid a sum equal to forty (40) hours pay at his basic hourly rate.

Section 17.3 Layoff Allowance Pay - The Laboratory agrees to supplement the benefits provided under the Idaho Unemployment Compensation Law for an employee terminated for lack of work, and will pay a layoff allowance at his basic rate of pay in accordance with the following schedule:

<u>Length of Service</u>	<u>Allowance Pay</u>
One year's service	5 days' pay
Each additional year	2-1/2 days' pay

A major portion of a year (more than six months) shall be considered as a full year for the above schedule. One day's pay shall be eight times the basic hourly rate.

An employee who is rehired or recalled and is subsequently terminated on account of reduction in force will receive layoff allowance pay based on his most recent date of rehire or recall.

Section 17.4 Work by Scientists - It is fully recognized that the Laboratory is a research institution and that, therefore, it is necessary that scientists and technicians associated with them perform tasks necessary to the furtherance of their research.

Section 17.5 Bulletin Boards - The Laboratory will provide space for suitable bulletin boards in locations to be agreed upon by the parties hereto for the purpose of posting notices of Union meetings and events. No notice shall be posted in the Laboratory without the prior approval of the Human Resources Manager. No notice of a controversial nature shall be posted.

Section 17.6 Locker Inspections - Whenever the Laboratory inspects a personal effects locker assigned to an employee, it will be inspected in the presence of a Union representative or the employee.

Section 17.7 Licensing Fees - The Laboratory shall reimburse employees who are required by the Laboratory to have or to obtain, for their Laboratory employment, the licensing fees for a CDL over and above the cost of a Class D Idaho Drivers License. Laboratory employees entering the Laboratory's Equipment Operator training program will pay for all instruction permit fees. Upon successful completion of the Laboratory's training program, and when the employee has obtained an Idaho CDL, the Laboratory shall reimburse the employee for the cost of the instruction permit fee.

Section 17.8 Miscellaneous Provisions - The Laboratory will follow Section 2.3 with respect to decontamination and decommissioning work to the extent allowed by the U.S. Department of Energy

and the Laboratory's Prime Contract. The Laboratory will retain all possible decontamination and decommissioning work and utilize Bargaining Unit employees, to the maximum extent possible, for this work.

Section 17.9 Positions Descriptions - In the event of new position descriptions, or changes to existing position descriptions, the Laboratory will give careful consideration to the Union's comments and suggestions concerning all aspects of the content of the position description.

ARTICLE XVIII

TRAINING

Section 18.1 Purpose - The Laboratory and the Union mutually agree that well-trained employees are able to work more safely and effectively. The purpose of training programs is to develop and maintain, within the Laboratory, a complement of skilled and qualified workers within the Plant Services and Supply Sections to support the programmatic activities and objectives of the Laboratory. The Laboratory agrees that where it is necessary for employees of the bargaining unit to receive additional training (e.g., facility-specific training) to perform their work assignments, such training will be provided during normal working hours. Additionally, any other training programs offered to all Laboratory employees, will be offered to bargaining unit employees as well.

Therefore, the Laboratory and the Union are fully committed to putting forth their best efforts to continually enhance their training programs (subject to the operational requirements and fiscal conditions of the Laboratory). To accomplish this purpose, the training of an individual is based upon the following objectives: (a) To develop skill in performing the duties of the employee's chosen profession within their Occupational Group. (b) To advance the technical knowledge in subjects related to the employee's chosen profession. (c) To encourage continuing self-education. (d) To impart an understanding of the problems of the Laboratory as related to the employee's chosen profession.

Section 18.2 Training Opportunities - The Laboratory will provide, over a period of time, equal opportunities for all interested employees to learn the duties and responsibilities of a classification within their Occupational Group for which they wish to become qualified. When appropriate, all employees will instruct and assist lower classified or less experienced employees in acquiring job knowledge.

Section 18.3 Training Committee - The Laboratory will continue to have, or to formally establish, a Training Committee for the Plant Services Section and a Training Committee for the Supply Section. The Plant Services Committee will be comprised of two Union members selected by the Union and two members selected by the Laboratory. The Supply Committee will consist of one Union member selected by the Union and one member selected by the Laboratory. Each committee will be chaired by an individual chosen by the respective Section Manager. Each committee will meet at the request of the respective Section Manager, but not less than quarterly. Other employees who are specialists in programmatic or facility operations will be invited to attend such meetings

to provide facility-specific training requirements, guidelines, and assistance.

These committees shall function to: (a) Evaluate current training programs and the effectiveness of their use in the respective sections. (b) Identify, assess, and recommend implementation of new and improved training programs. (c) Review the training records, distribution of on-the-job training, and the general progress of each individual trainee. If a trainee fails to satisfactorily complete previously agreed upon requirements within a previously agreed upon timeline, said trainee will no longer be considered as actively participating in the training program. Reenrollment into the program will depend on satisfactorily completing unfulfilled requirements and be subject to the purview of the Training Committee.

Careful consideration will be given to the input and recommendation of these committees. However, it is understood that not all recommended changes can be implemented.

ARTICLE XIX

TERM OF AGREEMENT

Section 19.1 Complete Agreement - It is hereby agreed that this Agreement contains the complete understandings between the parties and supersedes all previous understandings, and that, during the life of this Agreement, neither the Union nor the Laboratory shall make any demand for any change with respect to rates of pay, wages, hours of employment or other conditions of employment, nor shall either party be required to bargain with respect to any such matter, but the Laboratory and the Union may, by mutual agreement, modify, amend or supplement this Agreement. All "side" letters or letters of intent existing and in effect as of the effective date of this agreement shall terminate as of the end of the current contract, unless agreed to by both parties and incorporated into the new agreement. Nothing in this section shall be construed to preclude the processing of grievances under Article VII, or the exercise by the Laboratory of its rights under Article III.

Section 19.2 Term of Agreement - This Agreement shall become effective June 1, 2002. This Agreement shall remain in effect until midnight, May 31, 2007, and shall continue in effect thereafter unless and until either party exercises its option to terminate the entire Agreement as stated below. It is understood and agreed to by the parties that there will be a reopener effective June 1, 2005, for wages only. To exercise this option the Union must notify the Laboratory, in writing, of its intention to do so on or before May 1, 2005. It is further understood and agreed to by the parties that should either party desire to terminate or amend this agreement on or after June 1, 2007, it shall notify the other party in writing not more than ninety (90) days and not less than sixty (60) days prior to June 1, 2007.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have set their hands on this _____, 20__.

ARGONNE NATIONAL LABORATORY

PAPER, ALLIED-INDUSTRIAL, CHEMICAL
& ENERGY WORKERS INTERNATIONAL
UNION

By:

By:

APPENDIX A

SCHEDULE OF WAGES

Effective June 3, 2002 (midnight for day workers, 7:00 p.m. for shift workers) the following schedule of rates shall be in effect:

Hourly Rate Range

<u>Classification</u>	<u>Starting Rate</u>	<u>After 6 Mos. Service</u>
Operations Specialist	23.40	24.40
Maintenance Specialist	22.71	23.69
HEO/Rigger	22.71	23.69
Rigger	20.90	21.81
Equipment Operator	20.47	21.38
Maintenance Mechanic	20.21	21.14
Materiel Controller	20.21	21.14
Materiel Handler	17.39	18.21
Maintenance Helper	17.21	18.01
Materiel Helper	15.37	16.08
Laborer	14.83	15.55
Custodian	12.97	13.58

Effective June 2, 2003 (midnight for day workers, 7:00 p.m. for shift workers) the following schedule of rates shall be in effect:

Hourly Rate Range

<u>Classification</u>	<u>Starting Rate</u>	<u>After 6 Mos. Service</u>
Operations Specialist	24.15	25.18
Maintenance Specialist	23.44	24.45
HEO/Rigger	23.44	24.45
Rigger	21.57	22.51
Equipment Operator	21.13	22.06
Maintenance Mechanic	20.86	21.82
Materiel Controller	20.86	21.82
Materiel Handler	17.95	18.79
Maintenance Helper	17.76	18.59
Materiel Helper	15.86	16.59
Laborer	15.30	16.05
Custodian	13.39	14.01

Effective May 31, 2004 (midnight for day workers, 7:00 p.m. for shift workers) the following schedule of rates shall be in effect:

Hourly Rate Range

<u>Classification</u>	<u>Starting Rate</u>	<u>After 6 Mos. Service</u>
Operations Specialist	24.92	25.99
Maintenance Specialist	24.19	25.23
HEO/Rigger	24.19	25.23
Rigger	22.26	23.23
Equipment Operator	21.81	22.77
Maintenance Mechanic	21.53	22.52
Materiel Controller	21.53	22.52
Materiel Handler	18.52	19.39
Maintenance Helper	18.33	19.18
Materiel Helper	16.37	17.12
Laborer	15.79	16.56
Custodian	13.82	14.46