

Agreement

between

**Sandia National Laboratories and
Atomic Projects and Production Workers
Metal Trades Council
AFL-CIO**

Effective October 1, 2014

Table Of Contents

| | |
|---|----|
| Preamble | 4 |
| Previous Agreement..... | 4 |
| Article 1 - Recognition..... | 4 |
| Article 2 - Management Of The Business..... | 5 |
| Article 3 - Definition Of Terms | 5 |
| Article 4 - Collective Bargaining Procedure..... | 7 |
| Article 5 - Access Of Visiting Council Officials To Laboratories' Premises..... | 8 |
| Article 6 - Treatment Of Employees Performing Council Duties | 9 |
| Article 7 - Communications..... | 14 |
| Article 8 - Nondiscrimination..... | 15 |
| Article 9 - Conducting Council Business On Laboratories Time | 16 |
| Article 10 - Grievance Procedure | 17 |
| Article 11 - Arbitration | 19 |
| Article 12 - Work Schedules..... | 21 |
| Article 13 - Compressed Workweek..... | 23 |
| Article 14 - Swing Shift Operations..... | 26 |
| Article 15 - Trades Plan | 29 |
| Article 16 - Student Internship Program..... | 32 |
| Article 17 - Limited Term Employees | 35 |
| Article 18 - Training | 36 |
| Article 19 - Overtime | 40 |
| Article 20 - Job Grades | 42 |
| Article 21 - Wages | 46 |
| Article 22 - Payment Of Wages | 52 |
| Article 23 - Called-In Emergency..... | 53 |
| Article 24 - Minimum Pay Allowance..... | 54 |
| Article 25 - Shift Premium..... | 54 |
| Article 26 - Recognition Awards | 55 |

| | |
|--|-----|
| Article 27 - Vacations | 56 |
| Article 28 - Holidays..... | 61 |
| Article 29 - Pay Treatment For Absences..... | 62 |
| Article 30 - Payment For Absence Due To Personal Sickness..... | 66 |
| Article 31 - Energy Conservation Day..... | 68 |
| Article 32 - Occupational Disability Pay | 69 |
| Article 33 - Peacetime Training And Local Emergency Service With The Armed Forces.... | 70 |
| Article 34 - Leaves Of Absence..... | 71 |
| Article 35 - Pension, Savings, Group Life And Group Accident Insurance Plans | 77 |
| Article 36 - Health Insurance Plans And Benefits Programs..... | 80 |
| Article 37 - Rest Periods | 84 |
| Article 38 - Seniority And Movement Of Personnel | 84 |
| Article 39 - Term Of Employment..... | 92 |
| Article 40 - Suspensions And Termination Of Employment Relieved, Dropped, Or Discharged | 93 |
| Article 41 - Notices To The Council..... | 95 |
| Article 42 - Layoff Notice And Allowance | 96 |
| Article 43 - Subcontracting Committee | 99 |
| Article 44 - Continuity Of Operations | 101 |
| Article 45 - Supervisors And Nonrepresented Employees Performing Work Normally Assigned To Represented Employees (Also See Attachment)..... | 101 |
| Article 46 - Environment, Safety And Health | 102 |
| Article 47 - Polygraph Test..... | 107 |
| Article 48 - Occupational Radiation Exposure Information | 107 |
| Article 49 - Agency Shop | 108 |
| Article 50 - Payroll Deduction Of Council Dues/Fees | 108 |
| Article 51 - Abrogation Of Agreement Articles | 109 |
| Article 52 - Duration..... | 110 |
| Appendix A..... | 111 |
| Attachment To Article 45 Leadership Message..... | 117 |

PREAMBLE

AGREEMENT made this 1st day of October 2014 by and between the SANDIA CORPORATION (also known as the SANDIA NATIONAL LABORATORIES), hereinafter called the Laboratories, and ATOMIC PROJECTS AND PRODUCTION WORKERS, METAL TRADES COUNCIL, AFL-CIO, hereinafter called the Council.

The Laboratories and the Council have a common and sympathetic interest in the progress of the Energy Program. Therefore, the Laboratories and Council recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Laboratories, the Council, and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Council's status as the exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose and intent to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Laboratories recognized as being represented by the Council as follows:

PREVIOUS AGREEMENT

This Agreement replaces in its entirety the Agreement dated October 1, 2011.

ARTICLE 1 - RECOGNITION

1. The Laboratories hereby recognizes the Council as the exclusive representative of the following employees of Sandia Corporation located at Kirtland Air Force Base East, Albuquerque, New Mexico, and any other locations which by agreement between the Council and the Laboratories or by procedure of the National Labor Relations Board shall be incorporated into the existing units:

INCLUDED – All hourly rated production and maintenance employees and passenger car chauffeurs. The occupations currently included in the bargaining unit are as listed in Appendix A attached hereto, subject to conditions of Paragraph 3, except as excluded below.

EXCLUDED – All other employees, including office clerical, professional, security police officers, technicians, and all supervisory employees as defined in the National Labor Relations Act as amended.

2. This recognition is based upon the certification of the National Labor Relations Board dated May 19, 1950, in Case Number 33-RC-147, and dated August 9, 1950, in Case

Number 33-RC-210, and the decision by the Director, 28th Region, N.L.R.B., dated August 15, 1968, in Case Number 28-UC-25.

3. The Laboratories will advise the Council in writing of all additional or newly established hourly rated occupations and will, on request of the Council, negotiate as to whether such occupations shall be included in the bargaining unit. Any such unresolved differences may be referred to the Regional Office of the National Labor Relations Board for opinion, and the opinion given in writing will be accepted by the parties as a binding decision.

ARTICLE 2 - MANAGEMENT OF THE BUSINESS

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

ARTICLE 3 - DEFINITION OF TERMS

The following definitions are applicable to terms used in this Agreement:

| | |
|---|---|
| BARGAINING UNIT | The Atomic Projects and Production Workers, Metal Trades Council, AFL-CIO. |
| BASE RATE | An hourly rate of pay assigned to an employee based on occupational assignment. |
| COMPRESSED WORKWEEK | The 9/80 work schedule is comprised of two (2) Fair Labor Standards Act (FLSA) workweeks in which non-exempt employees work eighty (80) hours of regular time over the course of nine (9) scheduled workdays in a two (2) week period. |
| COMPRESSED WORKWEEK STANDARD DAILY SCHEDULE | The COMPRESSED WORKWEEK STANDARD DAILY WORK SCHEDULE is eight (8) hours on Fridays that the employee is scheduled to work and nine (9) hours on Mondays through Thursdays. |
| DAY IN LIEU OF SATURDAY | For an employee on other than Monday through Friday STANDARD WEEKLY WORK SCHEDULE – the first scheduled day off in the WORKWEEK when operations are on a five (5) day schedule basis, or the sixth scheduled day in the WORKWEEK when operations are on a six (6) day schedule basis. |

| | |
|-------------------------------|---|
| DAY IN LIEU OF SUNDAY | For an employee on other than Monday through Friday STANDARD WEEKLY WORK SCHEDULE – the second scheduled day off in the WORKWEEK when operations are on a five (5) day schedule basis, or the one (1) scheduled day off in the WORKWEEK when operations are on a six (6) day basis. |
| DOUBLE TIME | Pay at two hundred percent (200%) of STRAIGHT TIME. |
| DOUBLE TIME AND ONE HALF | Pay at two hundred and fifty percent (250%) of STRAIGHT TIME. |
| FISCAL YEAR | The twelve (12) month period beginning with October 1 of one calendar year and ending with September 30 of the succeeding calendar year. |
| GROUP TRADESMAN | A qualified employee in a skilled trade who has completed an apprenticeship program, or who, through similar training or experience, is expected to perform all levels of a broad range of work within a TRADES GROUP listed in Appendix A. |
| LAYOFF OR LAID OFF | A suspension of employment arising out of reduction in force due to lack of work, provided, however, an employee's service shall not be considered suspended by LAYOFF nor considered LAID OFF under the following circumstances: 1) when the employee's services are temporarily interrupted without layoff allowance, pay or benefits, unless otherwise provided by law or changes in law because of, but not limited to, such causes as material shortage, equipment failure, power failure, or other circumstances which cause a temporary cessation or reduction in operations or causes the Laboratories to operate in the absence of appropriations; 2) when not reinstated from Leave of Absence. |
| LUNCH BREAK | A one half hour break to be taken approximately midway in the shift. |
| STANDARD DAILY WORK SCHEDULE | A tour of duty of eight (8) scheduled hours of work. |
| STANDARD WEEKLY WORK SCHEDULE | Five (5) scheduled STANDARD DAILY WORK SCHEDULES. |
| STRAIGHT TIME | Pay at the employee's current BASE RATE plus shift premium as provided in ARTICLE 25, if applicable, and excluding overtime allowance. |

| | |
|--|--|
| SWING SHIFT STANDARD DAILY WORK SCHEDULE | The STANDARD DAILY WORK SCHEDULE for the SWING SHIFT is ten (10) hours per day beginning at 2:30 PM and ending at 1:00 AM. |
| SWING SHIFT WORKWEEK | The WORKWEEK for SWING SHIFT is seven (7) consecutive calendar days beginning on Friday. |
| SWING SHIFT WORKWEEK SCHEDULE | The WORKWEEK SCHEDULE for the SWING SHIFT is a forty (40) hour week cycle beginning on a Monday and ending on a Thursday and containing four (4) STANDARD DAILY WORK SCHEDULES of ten (10) hours per day. |
| TERM OF EMPLOYMENT | The aggregate of one (1) or more periods of employment with the Laboratories as a regular employee. |
| TIME AND ONE HALF | Pay at one hundred and fifty percent (150%) of STRAIGHT TIME. |
| TRADES | A specialized area of activity within a TRADES GROUP. Listed in the Appendix A. |
| TRADES EMPLOYEES | A TRADESMAN or GROUP TRADESMAN. |
| TRADES GROUP | A broad TRADE listed in Appendix A. |
| TRADESMAN | A qualified employee in a skilled trade who, has completed an apprenticeship program or who, through similar training or experience, is expected to perform all levels of work within a TRADE listed in the Appendix A. |
| WORKDAY | The 24-hour period beginning with the starting time of the employee's STANDARD DAILY WORK SCHEDULE. |
| WORKWEEK | Seven (7) consecutive calendar days beginning with Friday except that for employees on shifts which start less than four (4) hours before Thursday midnight and extend into Friday, the WORKWEEK shall be considered as beginning with the start of such shifts. |

ARTICLE 4 - COLLECTIVE BARGAINING PROCEDURE

1. Collective bargaining shall be conducted by authorized bargaining representatives of the Laboratories and of the Council. The Laboratories and the Council shall notify each other initially in writing of the names of their authorized bargaining representatives and thereafter of any changes which may occur. All such written communications from the Council shall be signed by the President of the Council or a duly designated alternate.

2. In the interest of preserving effective bargaining, each party agrees that it shall ordinarily be represented in collective bargaining meetings by not more than five (5) persons, exclusive of a small number of visitors.
3. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the Laboratories or the Council. The party requesting the meeting shall inform the other reasonably in advance of the subjects to be discussed. Except in urgent cases, such notification shall be in writing.
4. The Laboratories' bargaining agent(s) shall not be required to bargain collectively unless at least two (2) Council representatives designated for such purpose set forth in Paragraph 1 of this ARTICLE are present.
5. Not more than two (2) at fifty percent (50%) and two (2) at one hundred percent (100%) employee representatives of the Council shall be paid at STRAIGHT TIME for time lost from assigned Laboratories duties when representing the Council in collective bargaining meetings with the Laboratories during their STANDARD DAILY and WEEKLY WORK SCHEDULE, subject to the provisions of ARTICLE 6 (Treatment of Employees Performing Council Duties).

ARTICLE 5 - ACCESS OF VISITING COUNCIL OFFICIALS TO LABORATORIES' PREMISES

Accredited representatives of the Council not employed by the Laboratories shall, for the purpose of conferring with Management, have access to the premises occupied by the Laboratories subject to conformity with the security regulations and to the following conditions:

1. Application for such access by such representatives shall be made to the Employee and Labor Relations Organization by the President of the Council or a duly designated alternate.
2. Such representatives shall comply at all times with the Laboratories' rules covering access to and movement of visitors within the premises occupied by the Laboratories.
3. Such representatives may include two (2) full-time representatives who, upon obtaining appropriate authorization, shall be allowed with Laboratories escort to enter work areas in the course of processing grievances and the fulfillment of the Council's obligation in the administering of this Agreement where access to work involved is necessary to investigate completely each dispute or situation.

ARTICLE 6 - TREATMENT OF EMPLOYEES PERFORMING COUNCIL DUTIES

1. Designation of Council Officers, Chief Stewards, and Stewards

- 1.1. The Council shall advise the Laboratories in writing of the names and titles of Council Officers and Chief Stewards dealing with the Laboratories. The Council shall also advise the Laboratories in writing of its Stewards with their respective authorities as such and their jurisdictions. Such notification shall be signed by the President of the Council or the President's duly designated alternate, and Council Officers, Chief Stewards, or Stewards shall not be recognized as such prior to receipt by the Laboratories of such notice.
- 1.2. It is agreed that the Laboratories will recognize not more than one (1) Steward for every thirty (30) Council-represented regular and limited term Employees of the Laboratories and a maximum of six (6) Chief Stewards designated by the Council. It is agreed that there shall be a minimum of sixteen (16) Stewards during the term of this Agreement.
- 1.3. No more than one (1) Steward for each Team or, in organizations that have no Teams, each Department, will be recognized by the Laboratories unless the Team or Department exceeds thirty (30) represented regular employees, in which case the Laboratories will recognize one (1) Steward per thirty (30) employees or fraction thereof subject to the maximum number specified in Paragraph 1.2 above.
- 1.4. Normally, supervisors shall be required to recognize only the Steward assigned to their organization. If for any reason a Steward is absent, management will recognize an alternate Steward or Chief Steward.
- 1.5. The President, Vice-President, and Secretary-Treasurer of the Council shall be recognized as the Council Officers referred to in this Agreement.

2. Pay Treatment for Council Duties

- 2.1. Two (2) Council officials, as designated by the Council President, shall be paid at STRAIGHT TIME for time lost from assigned Laboratories duties conferring with Management or investigating grievances during his/her STANDARD WEEKLY WORK SCHEDULE.
 - 2.1.1. The full-time designees are authorized to work at the Council office off Sandia premises on time paid by the Laboratories while performing union business related to the Laboratories. At no time shall this privilege be abused.
- 2.2. Chief Stewards and Stewards shall be paid at STRAIGHT TIME for time lost from assigned Laboratories duties when conferring with Management or investigating

grievances during their STANDARD WEEKLY WORK SCHEDULES subject to the limitations of Paragraph 2.4.

- 2.3. An employee excused from work assignment for the purpose of an interview by a Council Officer, Chief Steward, or Steward in investigating a grievance shall be paid at STRAIGHT TIME for the time lost during his/her STANDARD WEEKLY WORK SCHEDULE due to such interview subject to compliance with Paragraph 3 and subject to the limitations of Paragraph 2.4.
 - 2.4. The Laboratories shall not pay, in the aggregate, more than an average of ninety (90) STRAIGHT TIME hours per payroll week for all time lost from Laboratories duties by Council Officials (other than the designees referenced in Paragraph 2.1 above), Chief Stewards, Stewards, and other employees for investigating grievances and conferring with Management. Each March and September, if the Laboratories-paid Council time charges exceed the number of payroll weeks times ninety (90) for the prior six (6) month period, any excess charges will be reimbursed by the Council at the then-current Job Rate for the Grade 8 occupation.
 - 2.5. No overtime payment will be made to the full-time Council officials, Chief Stewards, Stewards, or employees when investigating grievances or conferring with Management unless it is necessary to do so during a Laboratories' scheduled and approved overtime assignment.
 - 2.6. Laboratories-paid time for Joint Council-Management Training charges for Council officials will not be included in the time calculation provisions of Paragraph 2.4. With prior approval of Employee and Labor Relations, special meetings called by Management will not count towards the aggregate in Paragraph 2.4.
 - 2.7. Steward Training – The Laboratories will allow the Council Stewards, Chief Stewards and Officers to charge one (1) day annually to Code 266 (Designees Union Time Charge) for the purpose of conducting training for Stewards.
3. Investigating Grievances or Conferring with Management
- 3.1. The investigation of grievances or conferring with Management shall be within the STANDARD WEEKLY WORK SCHEDULE of the Council Officer, Chief Steward or Steward, the employee, and the supervisor involved.
 - 3.2. When an absence is granted to investigate a grievance or to confer with Management, prior to leaving his/her work location, the Council Officer, Chief Steward, or Steward shall:
 - 3.2.1. Contact the applicable supervisor in advance so there will be the least interference with Laboratories activities, identify the general nature of the grievance, and arrange to excuse any employee(s) necessary to be interviewed.

- 3.2.2. Arrange with the employee's immediate supervisor to leave the job and for certification of time of leaving. Certification of time shall be documented by posting the amount of time spent on the individual's timecard.
 - 3.2.3. Make advance arrangements with the applicable supervisor for the conducting of any further necessary investigation.
 - 3.2.4. Obtain from the applicable supervisor certification of the time spent by the interviewed employee and the Council Officer, Chief Steward, or Steward in investigating the grievance or in conferring with Management.
 - 3.2.5. Notify the supervisor upon return to the job and secure certification of the time of return.
 - 3.2.6. Comply at all times with the Laboratories' time recording routines.
 - 3.3. The investigation of a grievance shall be conducted under the following conditions:
 - 3.3.1. Normally, investigation of a grievance shall be conducted by one (1) Council Officer, Chief Steward, or Steward and in no event by more than two (2) Council Officers, Chief Stewards, or Stewards.
 - 3.3.2. Normally, not more than one (1) employee will be excused at any one time for interview by a Council Officer, Chief Steward, or Steward in connection with a particular grievance.
 - 3.3.3. Investigation of a grievance (including the interviewing of employees) shall be conducted in such a manner and at such places and times, as will result in the least interference with Laboratories activities.
 - 3.3.4. All such investigation of grievances shall be performed by Council Officers, Chief Stewards, or Stewards designated in accordance with Paragraph 1.1 of this ARTICLE and shall be on the premises occupied by the Laboratories. Council Officers, Chief Stewards, and Stewards may not charge company paid union time for off premises union business without the specific authorization of Employee and Labor Relations or for the exception made for the full-time designees referred to in Paragraph 2.1.1.
 - 3.3.5. The Laboratories may limit or refuse to grant absence by an employee for the purpose of an interview by a Council Officer, Chief Steward, or Steward at a time when such employee's absence from work will seriously interfere with the operation of the business or when such privilege is being abused.
4. Excused Unpaid Absence for Council Duties (Sixty [60] Days or Less)
 - 4.1. A reasonable number of employees who have been selected by the Council or a Union or an International Union affiliated with the Council to perform duties for the Council or a Union or an International Union affiliated with the Council shall, on

request, be granted an excused absence for that purpose from their assigned Laboratories duty for a reasonable length of time (not to exceed sixty [60] consecutive calendar days) without pay (subject to the provisions of Paragraph 2). Each such absence shall be for a stated period but can be terminated before the expiration of said period by the return of the employee to his/her assigned Laboratories' duty.

4.2. The Laboratories may refuse to grant such absence at a time when the employee's absence from work will seriously interfere with the operation of the business and may limit such absence for employees other than those designated per Paragraph 1.1 above, to a cumulative period of sixty (60) scheduled working days in a calendar year. The provisions of Paragraph 6.2 shall apply to absences in excess of thirty (30) days.

4.3. Requests for such absence may, in the case of an employee designated as a Council Officer, Chief Steward, or Steward per Paragraph 1.1 above, be made either orally or in writing and, in the case of an employee other than such a Council Officer, Chief Steward, or Steward, shall be made on the employee's behalf by the President of the Council or the President's duly designated alternate in writing.

5. Leaves of Absence to Perform Council Duties (More than Sixty [60] Days)

5.1. A reasonable number of employees who have been selected by the Council or a Union or an International Union affiliated with the Council to perform duties for the Council or a Union or an International Union affiliated with the Council which will take them from their assigned Laboratories duties for a continuous period of more than sixty (60) calendar days shall be granted Leaves of Absence in conformity with the provisions of Paragraphs 6 and 7, provided:

5.1.1. That the President of the Council or the President's duly designated alternate has advised the Laboratories in writing that the Council has authorized the employee's application for Leave of Absence;

5.1.2. That the employee apply for such Leave of Absence, stating the specific purpose for which the Leave is intended and the period of the proposed Leave;

5.1.3. That the Laboratories may refuse to grant such a Leave of Absence at a time when the employee's absence from assigned Laboratories duties would seriously interfere with the operation of the business.

5.2. The Leave of Absence, if granted, shall state the specific purpose for which the Leave is granted.

6. Terms and Other Conditions of Leave of Absence Granted Under the Provisions of Paragraph 5.

6.1. Such Leave of Absence shall be for a stated period in excess of sixty (60) days but not in excess of two (2) years, and may be extended for periods, not in excess of one (1) year each, except that the total cumulative period of such Leave(s) of Absence granted any employee during such employee's service with the Laboratories shall not exceed fifteen (15) years. Such employee's service with the Laboratories shall be terminated as resigned if continuous absence in excess of thirty (30) days for Council duties is required after such fifteen (15) year limit has been reached by that employee.

6.2. Such Leave of Absence in excess of thirty (30) days shall be as follows:

- Without Pay
- With credit in SENIORITY for the time absent
- With credit in TERM OF EMPLOYMENT for time absent (upon subsequent reinstatement from the Leave of Absence)
- With eligibility to Sickness Absence beginning on the day the employee returns to work
- With eligibility to Pension Rights under the Retirement Income Plan or its applicable successor plan
- With eligibility to continue coverage under and pursuant to the Group Term Life Insurance Plan
- With eligibility to continue participation in the Voluntary Term Life Plan, Voluntary Group Accident Plan, and Dependent Group Life Plan for six (6) months by the employee paying one hundred percent (100%) of the premium to the provider
- With eligibility to continue coverage under and pursuant to the Dental Expense Plan, by the employee paying one hundred percent (100%) of the premium
- Without eligibility to continue coverage under the Long Term Disability Plan
- With eligibility for coverage under and pursuant to the Health Care Plan, by the employee paying one hundred percent (100%) of the premium
- With eligibility for coverage under and pursuant to the Vision Care Plan, by the employee paying one hundred percent (100%) of the premium

7. Consideration Following Leaves of Absence

- 7.1. The Leave of Absence will automatically terminate and SENIORITY be broken if and when the employee departs materially from the purpose for which the Leave was granted or makes application for unemployment compensation benefits without first applying for reinstatement. Credit for previous service will not be given if the employee is re-employed following such action.
- 7.2. If the employee fails to return to work on or before the day following the expiration date of the Leave of Absence, credit for previous service will not be given if the employee is subsequently re-employed. If an employee, because of personal sickness or injury, is unable to return to work on the day following expiration of his/her Leave of Absence and, prior to the expiration of the Leave, furnishes satisfactory evidence of such inability, the Leave shall be extended for the period of such sickness or injury not to exceed one (1) year from the date the Leave began provided a Physician's Certificate of Injury/Illness (PCII) acceptable to the Laboratories' Health Benefits and Employee Services Organization is presented certifying that the employee was under the physician's care and unable to work during the period of such extension.
- 7.3. The employee may request that his/her Leave of Absence be terminated prior to its expiration date if the employee gives Sandia Human Resources fourteen (14) calendar days prior written notice of desire to return to work, such notice to state the date of the proposed return. If and when reinstatement is granted, such Leave will terminate.
- 7.4. Upon return from a Leave of Absence for Council Business, an employee shall be reinstated to the same position held at the time such Leave of Absence began or a comparable position subject to the provisions of ARTICLE 38 (Seniority and Movement of Personnel) and subject to compliance with security regulations and physical requirements of the Laboratories.
- 7.5. Upon reinstatement, the employee shall be placed on the payroll at the BASE RATE received when such absence began, adjusted for any changes in wage level made during the period of absence. Adjustment shall also be made for any change in occupation or job grade. The employee also shall receive any non-base compensation scheduled to be paid in the fiscal year in which the employee returns to work.

ARTICLE 7 - COMMUNICATIONS

1. The Laboratories will maintain glassed-in lockable bulletin boards in existing locations as of October 1, 2011. All postings will be handled by the Council.
 - 1.1. Bulletin boards shall be plainly marked as being for use of the Council.

2. Bulletin boards shall be used for the sole purpose of posting Council notices. No notice shall be posted unless advance approval by the Company's Bargaining Agent or such Bargaining Agent's delegate is first obtained. The Company may give blanket advance approval for the posting of routine notices. Nothing inflammatory, derogatory, controversial, or disruptive to good relations shall be contained in material posted on bulletin boards.
3. The Council assumes responsibility for complete compliance with the provisions of Paragraph 2, and in the event of violation, the Company may withdraw the privilege as to any or all bulletin boards and may remove the same, at any time on one (1) week's written notice to the Council.
4. The Laboratories agrees to allow the Council to communicate to its members regarding Council sponsored announcements through mass emails via the Laboratories' electronic communication system. The Council agrees to provide the Laboratories' Bargaining Agent, or such Bargaining Agent's delegate a courtesy copy of all such announcements. Nothing inflammatory, derogatory, controversial or disruptive to good relations shall be contained in mass emails. The Council assumes responsibility for complete compliance with the provisions of this ARTICLE.
 - 4.1. To alleviate the Laboratories' concerns regarding storage space and system functions on their electronic communication system, the Council agrees to limit the ability of sending mass emails to the two full-time designees of the Council. The Council further agrees to follow all of the Corporate Procedures pertaining to the Laboratories' IT resources that apply to all Members of the Workforce.
5. The Laboratories further agrees to allow represented employees to use the Sandia Daily News in accordance with the submission guidelines applicable to all Members of the Workforce.

ARTICLE 8 - NONDISCRIMINATION

1. There shall be no discrimination, interference, harassment, or restraint against any employee because of membership, non-membership or legitimate activity in the Council by the Laboratories or any of its agents, and the Council likewise agrees that there shall be no discrimination, interference, or coercion against any employees of the Laboratories.
 - 1.1. No employee shall be subjected to prejudice, retaliation, or discrimination because of action taken by representatives of the Council in presenting grievances instituted for such employee under the provisions of this Agreement.
 - 1.2. Neither the Council nor its officers, members, representatives, or agents, will intimidate or coerce employees into joining or continuing their membership in the Council.
2. Neither the Council nor the Laboratories shall unlawfully discriminate against any employee because of race, gender, religion, color, age, national origin, physical or

mental disability, sexual orientation, ancestry, marital or family status, gender identity, serious medical condition, pregnancy, genetic information, or because he/she is a disabled veteran, recently separated veteran, Armed Forces service medal veteran, or other protected veteran. The Council and the Laboratories will comply with all legal requirements regarding veterans, persons with disabilities, and those concerning retaliation and harassment, including sexual harassment.

3. The use of the masculine gender or titles in this Agreement shall be construed as including both sexes and not as a sex limitation.

ARTICLE 9 - CONDUCTING COUNCIL BUSINESS ON LABORATORIES TIME

1. There shall be no solicitation of Council membership on premises occupied by the Laboratories during the assigned working schedule of the employees involved. No other type of Council business shall be conducted on the premises occupied by the Laboratories except:
 - 1.1. Collective bargaining or conferring with Laboratories representatives.
 - 1.2. Investigation of grievances in accordance with ARTICLE 6 (Treatment of Employees Performing Council Duties), in which case such investigation shall be limited to the STANDARD WEEKLY WORK SCHEDULE of the employees involved.
 - 1.3. Small groups of employees will be permitted to meet during their regularly scheduled lunch period in areas designated by the Laboratories for the purpose of electing Stewards, provided, however, that advance notice is given to the Laboratories of such meeting and further provided that such meetings shall in no way interfere with Laboratories business. Meetings of small groups of employees for other purposes than the election of Stewards may be held subject to the conditions set forth in this paragraph and subject to advance approval of such meetings by the Employee and Labor Relations Organization.
 - 1.4. The distribution of Council material such as but not limited to papers, leaflets, handbills, or literature, and subject to advance military approval obtained by the Laboratories, may be made at points which may be designated by the Laboratories. Distribution may also be made at points satisfactory to both the Laboratories and the Council within the work areas outside scheduled working hours subject to advance approval of such material by the Employee and Labor Relations Organization.
2. The Laboratories shall provide the Council with printed copies of the General Agreement for all current Metal Trades Council represented employees, and future hires within the term of this Agreement and for file. The Laboratories will maintain the General Agreement and Side Agreements on the Sandia internal web.

- 2.1. The Laboratories shall provide a written statement to newly hired Council Represented Employees advising of the existence of a Collective Bargaining Agreement between the Laboratories and the Council.
3. The Laboratories shall make available electronically, on the Sandia internal web, the name and address of each bargaining unit employee.
4. Within one (1) week following employment in a job classification in the Council bargaining unit, each new employee will be introduced by the supervisor to the Council Steward representing the work group in which the individual is being assigned. The Council Steward will be afforded an opportunity to meet briefly with the new employee privately for the purpose of explaining the Council's function as the bargaining representative of the hourly rated, production, and maintenance employees of the Laboratories.

ARTICLE 10 - GRIEVANCE PROCEDURE

1. To provide for the expeditious and mutually satisfactory settlement of questions arising with respect to wages, hours of work, and other conditions of employment, the procedures hereinafter set forth shall be followed.
2. Any individual employee or group of employees shall have the right at any time to present grievances to the Laboratories and to have such grievances adjusted, without the intervention of the Council, as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Council has been given the opportunity to be present at such adjustment.
3. When an employee or group of employees wishes to have a grievance presented for settlement by the Council or the Council desires to initiate a grievance, such grievance shall be presented as outlined below, and settlement may be effected at any one of the steps indicated.
 - 3.1. Protests involving the evaluation of a job grade shall be processed as prescribed in ARTICLE 20 (Job Grades). Grievances concerning selection and movement of personnel shall be presented within fifteen (15) working days from the date of notification as prescribed in ARTICLE 38 (Seniority and Movement of Personnel). Grievances of discipline shall be presented within ten (10) working days of the date of notification of the Council as specified in ARTICLE 40 (Suspensions and Termination of Employment Relieved, Dropped, and Discharged). Grievances involving Leaves of Absence, or any other contractual issues not covered in this paragraph, must be filed within thirty (30) calendar days after the occurrence.
 - 3.2. Grievances involving matters general in character and affecting employees in more than one (1) Team of a Department may be initiated at Step 2 below and such grievances affecting employees in more than one (1) Department or Center may be initiated at Step 3 below.

3.3. A grievance shall contain a full and complete statement of the facts including, but not limited to, the specific ARTICLE alleged to have been violated, the time of the occurrence as known, and the remedy or correction desired, using a fact sheet mutually agreed to.

- The Step 2 fact sheet must include a Step 1 acknowledgment that contains the date of the Step 1 discussion, the parties present, and signatures of the Council Steward and one member of Management who was present during the Step 1 discussion.
- The Step 3 fact sheet must include a Step 2 acknowledgment that contains the date of the Step 2 discussion, the parties present, and signatures of the Council Steward and one member of Management who was present during the Step 2 discussion, and Management's written Step 2 decision.
- If the Step 2 and Step 3 acknowledgment requirements above are not met the grievance will be remanded back to the previous step and time limits will be extended for ten (10) working days.

4. Grievance Steps

- 4.1. Step 1 – Step 1 is an oral or informal procedure that involves a thorough investigation and discussion between the immediate supervisor and the designated Council Steward for the area. The supervisor shall have three (3) full work days in which to hold the discussion plus three (3) full work days to reply orally to the Council Steward. If a satisfactory settlement cannot be reached informally at Step 1 and the Council wishes to process the grievance further, the grievance shall be presented in writing at Step 2 on forms mutually agreed upon by the Council and the Laboratories within three (3) full work days from rendering of the supervisor's decision, or further processing of the grievance will be barred.
- 4.2. Step 2 – Grievances referred to Step 2 shall be presented in writing by the Council Steward or Chief Steward to the Department Manager involved within three (3) full work days from the time of the oral reply at Step 1. Discussions at this Step shall include the Department Manager and another representative from Management. Discussions at this Step may also include two (2) Stewards, Chief Stewards, or Officers of the Council. The Department Manager shall have eight (8) workdays to hold a meeting and to render a decision in writing to the Council Chief Steward. Should the decision fail to bring about a satisfactory settlement, the matter may be referred to Step 3 within five (5) workdays; otherwise, the grievance shall be barred from further processing.
- 4.3. Step 3 – Grievances referred to Step 3 shall be submitted in writing by the Council's Bargaining Agent to Employee and Labor Relations within five (5) workdays from the time of the written reply at Step 2. Discussion at this Step may include up to four (4) Council Representatives and up to four (4) members of Management exclusive of the President of the Council and the Manager of Labor

Relations. The appropriate Manager may be present when grievances are filed initially at Step 3 at Employee and Labor Relations' discretion. Employee and Labor Relations shall have ten (10) workdays to hold the Step 3 meeting and ten (10) workdays in which to render a decision in writing to the Council's Bargaining Agent. Should the decision fail to bring about a satisfactory settlement, the matter shall be subject to ARTICLE 11 (Arbitration).

5. All time limits specified in Paragraphs 3 and 4 above are exclusive of Saturdays, Sundays, and holidays. Extensions may be mutually agreed upon to take care of unusual cases.
 - 5.1. In the event the Council fails to present a grievance within any of the applicable time limits prescribed in Paragraphs 3 and 4 above and the parties fail to agree upon an extension of such time limit, the grievance shall be barred from further processing without prejudice to the Council's right to present other grievances thereafter even though they involve the same subject matter.
 - 5.2. In the event the Laboratories fails to reply within any of the applicable time limits prescribed in Paragraphs 4.1 and 4.2, the Council may present the grievance at the next step. In the event the Laboratories fails to reply within any of the applicable time limits prescribed in Paragraph 4.3 above and the parties fail to agree upon an extension of such time limit, the grievance may be moved to Arbitration in accordance with ARTICLE 11 (Arbitration).
6. An aggrieved employee may participate in the discussion at any Step of the grievance procedure prescribed above if his/her presence is regarded by either party as necessary for proper consideration of the grievance, except that where a grievance is common to two (2) or more employees the party requesting the employee's presence shall designate one (1) employee to appear for all.
7. Pay for time spent by employees in attending grievance discussions at the request of the Council in accordance with Paragraphs 4 and 6 above shall be subject to Paragraph 2 of ARTICLE 6 (Treatment of Employees Performing Council Duties).

ARTICLE 11 - ARBITRATION

1. If the Council and the Laboratories fail to settle any dispute arising with respect to the interpretation of this Agreement or the performance of any obligation hereunder, such disputes (except where the subject matter of the dispute is specifically excluded from arbitration by other provisions of this Agreement) may be referred to arbitration. This shall be done not later than four (4) months following receipt of the Step 3 answer, by written demand of either party to the other, specifying the nature of the dispute and referring to the specific provision or provisions of the Agreement in dispute. Failure of the Council to process a grievance to arbitration within the four (4) month period shall render the grievance barred from further processing.

- 1.1. The provisions of this ARTICLE shall not be applicable to any matter or issue which has been or is instituted or processed by the Council before any federal, state, or local court or administrative agency.
 - 1.2. The Laboratories shall be responsible for administrative matters such as making the hearing room arrangements and coordinating with the Arbitrator and the Council on dates and travel plans.
 - 1.3. If the dispute is not arbitrated within one (1) year of the demand for arbitration it will be deemed as dropped and barred from further processing. Upon mutual agreement, a one-time extension shall be granted when circumstances arise that require the arranged date of the hearing to fall outside of the time limit stated above. Failure to process the arbitration request as stated above shall render the arbitration request from further processing.
2. Within ten (10) working days thereafter, the parties shall endeavor jointly to select an Arbitrator. If, at the end of such period, no Arbitrator has been selected, either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) Arbitrators from which the parties will jointly make a selection. If the parties fail to agree to a selection from this list, each party shall alternately strike one name each until but one name remains.
 - 2.1. For each arbitration demand, the parties will alternate requesting the arbitration panel and paying the fee to the Federal Mediation and Conciliation Service. If either party rejects the panel, the rejecting party will be required to request the new panel and pay the additional fee.
3. At the time an Arbitrator is selected by the parties or a request is made to the Federal Mediation and Conciliation Service to submit a list of Arbitrators in accordance with Paragraph 2 above, the party requesting the arbitration may include in the proceeding any other dispute on which a written demand has been timely presented by such party in accordance with Paragraph 1 above.
4. The authority of the Arbitrator shall be limited to (a) the consideration of a dispute which under the terms of this Agreement is subject to arbitration and which has been submitted in accordance with the procedure herein set forth and (b) the determination of such dispute by the interpretation of the provisions of this Agreement and the application of such provisions thereto. The Arbitrator shall have no authority to add to, subtract from, or in any way modify the provisions of this Agreement.
5. The decision of the Arbitrator shall be within the authority herein granted and according to law; shall be in writing and shall include the reasons for each finding and conclusion; and shall be rendered within thirty (30) calendar days following the date of the last hearing conducted by the Arbitrator unless an extension is agreed upon by both parties.
6. In no event shall the Laboratories be obligated to make any retroactive adjustment of pay for any period prior to the date the grievance was presented at Step 1 in accordance with ARTICLE 10 (Grievance Procedure) or contrary to the provisions of ARTICLE 20 (Job

Grades) if the evaluation of a job assignment is involved, or contrary to the provisions of Paragraph 6 of ARTICLE 38 (Seniority and Movement of Personnel).

7. The decision of the Arbitrator made in compliance with the foregoing shall be final and the parties hereto agree to abide by such decision.
8. Each party shall pay its own expenses incurred in preparation for the arbitration, including payment for time and expenses of its witnesses and all its participants. Each party shall pay its own expenses incurred during the arbitration proceedings, including payment for time and expense of its witnesses and all its other participants excluding one (1) full-time designee paid by the Laboratories. All other direct expenses, including the fees and expenses of the Arbitrator, shall be borne equally by the Council and the Laboratories.

ARTICLE 12 - WORK SCHEDULES

1. The Council and the Laboratories recognize that when the nature of the work or the needs of the business require, work schedules may involve one (1), two (2), or three (3) shift operations. The normal scheduled hours of work at present are as follows:

8:00 a.m. to 4:30 p.m. (including a one half hour lunch break to be taken between the hours of 11:30 a.m. and 1:00 p.m.)

2. The Laboratories shall have the right to introduce new work schedules, to make changes in the starting and stopping times of STANDARD DAILY WORK SCHEDULES, and to vary from the STANDARD WEEKLY WORK SCHEDULES, which are normally Monday through Friday. However, the STANDARD DAILY and WEEKLY WORK SCHEDULE shall not be reduced below eight (8) and forty (40) hours respectively without negotiating with the Council.
3. The Laboratories shall notify the Council in writing of new schedules and any changes or variations at least thirty (30) calendar days in advance of the effective date except when emergency situations make it impractical to do so. Negotiations with respect to such changes or revisions shall take place when requested by the Council in writing. In the event that the parties fail to reach a mutually satisfactory agreement within the thirty (30) calendar days following the Laboratories notification, the Laboratories may implement the new change or variation, except for proposed changes which involve reduction in the STANDARD DAILY or WEEKLY WORK SCHEDULES below eight (8) and forty (40) hours respectively. At any time during this thirty (30) calendar day period either party may request the services of a mediator acceptable to both parties. The expenses of the mediator will be shared equally by the parties.
 - 3.1. All schedules in effect or agreed to at the effective date of this Agreement will remain in effect and are not subject to the provisions of Paragraph 3.
 - 3.2. The Laboratories may move employees from one established shift or schedule to another established shift or schedule and such movement will not be subject to the

provisions of Paragraph 3. If by moving from one shift to another the result is the abolishment of an existing shift, the language in Paragraph 3 above will apply.

4. It will not be the practice of the Laboratories to deviate from the Standard Work Schedules for the purpose of discriminating against any employee or group of employees.
5. An employee who, without at least two (2) hours advance notice, is requested to work during his/her regular lunch period, and who works fifteen (15) minutes or more thereof, shall be paid at STRAIGHT TIME for the regular lunch period, and shall be allowed thirty (30) minutes for lunch on Laboratories time.
6. When an employee is notified while at work to report for work four (4) hours or less prior to the regular starting time on a subsequent day, the employee shall be permitted to work his/her STANDARD DAILY WORK SCHEDULE in addition to the special hours. If requested to report for work more than four (4) hours prior to the regular starting time, the employee shall be permitted to work at least twelve (12) hours. If the employee is notified of such work assignment after leaving work, permission shall be granted to work a STANDARD DAILY WORK SCHEDULE in addition to the special hours.
7. It is recognized that meeting unique or cyclical job requirements and balancing of work and family responsibilities could necessitate flexible hours specially designed to accommodate those requirements and/or responsibilities.
 - 7.1. A flexible work schedule is a work arrangement to accommodate short-term (i.e., up to one [1] workweek) or day-to-day situations in which the start and stop times of employees vary from the normal daily work schedule within prescribed limits set by management. Flexible work schedules that alter the number of hours in a workday are not available.
 - 7.2. Core work hours are the work hours during which all employees must be present when a flexible work schedule is in effect. The core work hours at Sandia are 10:00 a.m. to 2:00 p.m.
 - 7.3. It is agreed that grievances involving patterns or practices that violate the spirit of this Agreement may be filed at Step 3 but are not arbitrable.
8. Time Recording
 - 8.1. Each employee will ensure that all entries on the timesheet are accurate, appropriate, and consistently recorded.
 - 8.2. Recordings for time worked will reflect early departure or late return for the lunch period in fifteen (15) minute increments.
 - 8.3. For pay purposes only, any tardiness of less than fifteen (15) minutes following the start of the employee's STANDARD DAILY WORK SCHEDULE will be recorded the same as if the employee had reported at the start of the shift.

Note: This principle does not apply to early departures either before the lunch period or at the end of the STANDARD DAILY WORK SCHEDULE nor to late arrival after the lunch period. It is also not to be construed to excuse habitual or unwarranted tardiness. Absences of this type will be deducted on the basis of the full period of tardiness.

- 8.4. Late arrival at the start of the employee's STANDARD DAILY WORK SCHEDULE of fifteen (15) minutes or more will be deducted on the basis of the full period of tardiness in fifteen (15) minute increments.

ARTICLE 13 - COMPRESSED WORKWEEK

1. Sandia National Laboratories and the Atomic Projects and Production Workers, Metal Trades Council AFL-CIO enter into this Agreement to cover MTC represented employees of Sandia National Laboratories who request and are approved to work a COMPRESSED WORKWEEK (CWW) Schedule.
2. ELIGIBLE EMPLOYEES: Employees represented by the Council are eligible to request participation in CWW under this ARTICLE.
3. APPROVAL FOR COMPRESSED WORKWEEK: Eligible employees request approval of their managers/supervisors for participation in CWW. Managers/Supervisors determine whether a compressed workweek schedule meets the needs of the business and approve or disapprove the use of compressed workweek within their Departments.

Note: Employees will not be required to participate in CWW by their managers/supervisors. Employees represented by the Council will have the option of remaining on the STANDARD WEEKLY WORK SCHEDULE (five [5] days, eight [8] hours per day) as defined by ARTICLES 3 (Definition of Terms) and 12 (Work Schedules) of the General Agreement.

4. PROVISIONS COVERING CWW: The following provisions modify appropriate portions of the General Agreement for MTC represented employees who request and are approved by their management for participation in CWW.
5. DEFINITIONS (ARTICLE 3): The following definitions apply to this ARTICLE
 - COMPRESSED WORKWEEK (CWW) Schedule: The 9/80 work schedule is comprised of two (2) Fair Labor Standards Act (FLSA) workweeks in which non-exempt employees work eighty (80) hours of regular time over the course of nine (9) scheduled workdays in a two (2) week period.
 - The FLSA workweek for non-exempt employees is defined as a one (1) week time period that begins and ends at a discrete and fixed mid-day time on consecutive Fridays. Mid-day is established by an approved request between the Manager and employee.

Note: Changes in the COMPRESSED WORKWEEK schedule cannot be made without completing the entire two (2) week, nine (9) STANDARD DAILY WORK SCHEDULE cycle.

- STANDARD DAILY WORK SCHEDULE: The STANDARD DAILY WORK SCHEDULE is eight (8) hours on Fridays that the employee is scheduled to work and nine (9) hours on Mondays through Thursdays.
6. OVERTIME (ARTICLE 19): TIME AND ONE HALF will apply for authorized time worked in excess of the STANDARD DAILY WORK SCHEDULE (nine [9] hours on Monday through Thursday and eight [8] hours on Fridays on which the employee is scheduled to work). If an employee is authorized to work on the Friday scheduled off or on Saturday, TIME AND ONE HALF will be paid. If an employee is scheduled to work on Sunday, DOUBLE TIME will be paid.
- An employee who 1) while at work on a standard or nonstandard day is requested to remain at work for more than eleven (11) hours (Monday through Thursday) or ten (10) hours on Friday and such assignment extends through a recognized mealtime, or 2) is scheduled to work four (4) or more hours in addition to his or her STANDARD DAILY WORK SCHEDULE shall be paid a meal allowance consistent with ARTICLE 19. If the overtime assignment is three (3) or more hours, a paid rest-meal period consistent with ARTICLE 19 shall be scheduled approximately in the middle of such overtime work period.
7. HOLIDAYS (ARTICLE 28): The number of hours charged as holiday will be the hours of the Daily Work Schedule on which the holiday is observed. If Monday through Thursday, nine (9) hours will be charged. If a Friday that is scheduled to be worked, eight (8) hours will be charged (four [4] hours for pre mid-day Friday and four [4] hours for post mid-day Friday). If it is a Friday scheduled off, the Thursday before or the following Monday may be observed as the holiday subject to the needs of the business and nine (9) hours will be charged or the holiday may be banked for use at a later time or used to offset any overuse of holiday time. Note: The maximum fiscal year total eligibility for Holidays (eighty [80] hours) plus Energy Conservation Day (eight [8] hours) is eighty-eight (88) hours. At the end of the fiscal year, the holiday balance will be forced to zero (0). If holiday time is negative, the balance will be withdrawn from vacation accruals. If holiday balance is positive, the balance will be added to vacation and deducted from the holiday balance to bring the holiday balance to zero (0). The Laboratories will add eight (8) hours to the employee's balance for each holiday or Energy Conservation Day as it occurs and the employee will charge the full absence.
- When the holiday falls on the scheduled Friday off, it will be observed on the Thursday before or the following Monday, except during Christmas break, and then it will be observed on the next scheduled workday following the break giving consideration to needs of the business. If employees choose not to observe a holiday or Energy Conservation Day, this time will be banked for use at a later time. Employees may not choose to work on a holiday if not directed to do so by management. If an employee is required to work on the holiday, the employee will

be paid a total of DOUBLE TIME AND ONE HALF including straight-time holiday allowance. When a holiday falls on Saturday, it will be observed on Friday. When a holiday falls on Sunday, it will be observed on the following Monday. In no case is it intended that the COMPRESSED WORKWEEK schedule, in and of itself, cause the payment of overtime, unless at the direction of management, due to the needs of the business.

8. PAY TREATMENT FOR ABSENCES (ARTICLE 29): Absence Due to Death in the Immediate Family – Payment for all time lost within the employee’s STANDARD DAILY WORK SCHEDULE and COMPRESSED WORKWEEK WORK SCHEDULE shall not exceed five (5) STANDARD DAILY WORK SCHEDULES regardless of whether the STANDARD DAILY WORK SCHEDULE is eight (8) or nine (9) hours.
 - Paid Time Off credits must be used by the employee to receive pay during the first twenty- four (24) hours of any personal sickness absences, and for doctor, dental and vision care appointments and may be used for other necessary absences such as attending to legal matters, court attendance not otherwise paid for, and attending the funeral of a friend. It is not intended for activities of purely personal or social nature.
9. PAYMENT FOR ABSENCE DUE TO PERSONAL SICKNESS (ARTICLE 30): All provisions of ARTICLE 30 (Payment for Absence Due to Personal Sickness) of the General Agreement remain applicable except that time charged for absences will be the appropriate STANDARD DAILY WORK SCHEDULE (nine [9] hours for Mondays through Thursdays and eight [8] hours on Fridays the employee is scheduled to work).
 - An employee absent because of a personal sickness for any period of twenty-four (24) hours shall, beginning on the twenty-fifth (25th) hour of such absence be paid in accordance with the provisions of ARTICLE 30 (Payment for Absence Due to Personal Sickness).
10. ENERGY CONSERVATION DAY (ARTICLE 31): Each employee on roll the day before Energy Conservation Day and who is not required to work on Energy Conservation Day shall be eligible for eight (8) hours at straight time provided he/she is on the active payroll of the Laboratories on that day. If Energy Conservation Day falls on a day when the daily work schedule is nine (9) hours, nine (9) hours will be charged to holiday and included in the number of holiday hours taken (See note under Holidays for fiscal year limitation).
11. PEACETIME TRAINING AND LOCAL EMERGENCY SERVICE WITH THE ARMED FORCES (ARTICLE 33): Paid time off for Local Emergency Service or Annual and Intermittent Training shall not exceed eighty-eight (88) hours in any one (1) fiscal year.
12. PARTICIPATION: As stated previously, participation in the COMPRESSED WORKWEEK Schedule will be based on the request of the employee subject to the approval by their management. While the COMPRESSED WORKWEEK Schedule is available to eligible employees on a corporate-wide basis, it is recognized that

participation may be limited or prohibited by management based on the needs of the business. Employees may not be removed from their participation in COMPRESSED WORKWEEK for unrelated punitive or disciplinary reasons.

13. LIMITATION: This ARTICLE modifies applicable portions of the General Agreement between Sandia National Laboratories and the Council for those employees covered by the ARTICLE who are approved for a CWW. The provisions of the ARTICLES, APPENDIX, and ATTACHMENT of the General Agreement that do not conflict with the provisions of this ARTICLE remain in force for covered employees approved for CWW. All employees covered by the General Agreement who elect to remain on the normal STANDARD DAILY WORK SCHEDULE and STANDARD WEEKLY WORK SCHEDULE as defined in ARTICLES 3 and 12 of the General Agreement will continue to be covered by the General Agreement and will not be affected by any provisions of this ARTICLE.
14. PERIOD OF AGREEMENT: This Agreement shall remain in effect during the term of the General Agreement. Coverage will continue for employees on CWW until the end of the cycle following the expiration date of the General Agreement.
15. Notwithstanding the above, the Laboratories shall have the unilateral right to eliminate the COMPRESSED WORKWEEK Schedule for all employees at any time, in which case the Council shall be provided thirty (30) days advance notice.

ARTICLE 14 - SWING SHIFT OPERATIONS

1. Sandia National Laboratories and the Atomic Projects and Production Workers, Metal Trades Council enter into this Agreement to cover MTC represented employees of Sandia National Laboratories who are required, and are approved to work, a ten (10) hour per day SWING SHIFT schedule.
 - ELIGIBLE EMPLOYEES: Only full-time employees represented by the Council are required to participate. Management will determine the classifications and numbers of employees to be assigned to the SWING SHIFT.
 - New employees hired into the SWING SHIFT are hired with the knowledge of the work schedule.
 - A minimum of fifty percent (50%) of the SWING SHIFT employees must have Q-clearances. Semi-annually, a more senior employee will be given first choice to participate or to remove themselves from the SWING SHIFT and may displace the least senior employee to do so.
2. APPROVAL FOR WORKWEEK SCHEDULE: Management determines whether the ten (10) hour per day SWING SHIFT meets the needs of the business.

Note: Employees who are required to participate in the SWING SHIFT will not have the option of remaining on the regular schedule (five [5] days,

eight [8] hours per day) as defined by this ARTICLE and ARTICLES 3, 12, and 13 of the General Agreement dated October 1, 2014.

3. DEFINITIONS (ARTICLE 3): The following definitions apply to this ARTICLE:
 - **SWING SHIFT WORKWEEK SCHEDULE**: The WORKWEEK schedule for the SWING SHIFT is a forty (40) hour week cycle beginning on a Monday and ending on a Thursday and containing four (4) STANDARD DAILY WORK SCHEDULES of ten (10) hours per day.
 - **WORKWEEK**: The WORKWEEK for SWING SHIFT is seven (7) consecutive calendar days beginning on Friday.
 - **STANDARD DAILY WORK SCHEDULE**: The STANDARD DAILY WORK SCHEDULE for the SWING SHIFT is ten (10) hours per day beginning at 2:30 PM and ending at 1:00 AM.
4. OVERTIME (ARTICLE 19): TIME AND ONE HALF will apply for authorized time worked in excess of the STANDARD DAILY WORK SCHEDULE of ten (10) hours per day. If an employee is authorized to work on their first and second scheduled day off, they will be paid at TIME AND ONE HALF. If an employee is scheduled to work on their third (3rd) scheduled day off, DOUBLE TIME will be paid.
5. SHIFT PREMIUM (ARTICLE 25): Shift premium will be in effect at the start of their STANDARD DAILY WORK SCHEDULE (2:30 PM).
6. VACATIONS (ARTICLE 27): All provisions of ARTICLE 27 of the General Agreement remain applicable except that time charged for vacations for employees working a ten (10) hour STANDARD DAILY WORK SCHEDULE will be ten (10) hours per full day of vacation.
7. HOLIDAYS (ARTICLE 28): Ten (10) hours will be charged on a day in which the holiday is observed. If it is a scheduled day off, the holiday will be banked for use at a later time or used to offset any over use of holiday time. Eligibility for Holidays (eighty [80] hours) plus Energy Conservation Day (eight [8] hours) is eighty-eight (88) hours. At the end of the fiscal year, the holiday balance will be forced to zero (0). If holiday time is negative, the balance will be drawn from vacation accruals. If holiday balance is positive, the balance will be added to vacation and deducted from the holiday balance to bring the holiday balance to zero (0). The Laboratories will add eight (8) hours to the employee's holiday balance for each holiday or Energy Conservation Day as it occurs and the employee will be charged the full absence. Employees may not choose to work on a holiday if not directed to do so by management. If an employee is required to work on the holiday, the employee will be paid a total of DOUBLE TIME AND ONE HALF including STRAIGHT TIME holiday allowance for all the time worked during their STANDARD DAILY WORK SCHEDULE.

8. PAY TREATMENT FOR ABSENCES (ARTICLE 29): Absence Due to Death in the Immediate Family - Payment for all time lost within the employee's STANDARD DAILY WORK SCHEDULE shall not exceed forty (40) hours.
 - Paid Time Off (PTO) credits must be used by the employee to receive pay during the first twenty-four (24) hours in a given timecard work period of any personal sickness absences, and for doctor, dental, and vision care appointments and may be used for other necessary absences such as attending to legal matters, court attendance not otherwise paid for, and attending the funeral of a friend. It is not intended for activities of a purely personal or social nature.
9. PAYMENT FOR ABSENCE DUE TO PERSONAL SICKNESS (ARTICLE 30): All provisions of ARTICLE 30 of the General Agreement remain applicable except that time charged for absences will be at the appropriate STANDARD DAILY WORK SCHEDULE of ten (10) hours per full day of absence.
 - An employee absent because of a personal sickness for any period of twenty-four (24) hours in a given timecard workweek period shall, beginning on the twenty-fifth (25th) hour of such absence be paid in accordance with the provisions of ARTICLE 30.
10. ENERGY CONSERVATION DAY (ARTICLE 31): Each employee on roll the day before Energy Conservation Day, and who is not required to work on Energy Conservation Day, shall be eligible for eight (8) hours at STRAIGHT TIME provided he/she is on the active payroll of the Laboratories on that day. If Energy Conservation Day falls on a day when the STANDARD DAILY WORK SCHEDULE is ten (10) hours, ten (10) hours will be charged to holiday and included in the number of holiday hours taken (see note under Holidays for fiscal year limitation).
11. PEACETIME TRAINING AND LOCAL EMERGENCY SERVICE WITH THE ARMED FORCES (ARTICLE 33): Paid time off for Local Emergency Service, or Annual and Intermittent Training shall not exceed eighty-eight (88) hours in any one (1) fiscal year.
12. PARTICIPATION: As stated previously, participation in the SWING SHIFT will be required if management determines it is appropriate. The SWING SHIFT is not available to employees on a corporate-wide basis, and it is recognized that participation is limited or prohibited by management based on the needs of the business.
13. LIMITATION: This SWING SHIFT Agreement modifies applicable portions of the General Agreement between Sandia National Laboratories and the Council for those employees covered by the SWING SHIFT Agreement who are approved for SWING SHIFT. The provisions of the ARTICLES and APPENDIX, of the General Agreement that do not conflict with the provisions of this SWING SHIFT Agreement remain in force for covered employees approved for SWING SHIFT. All employees covered by the General Agreement who remain on the normal STANDARD DAILY WORK SCHEDULE and STANDARD WEEKLY WORK SCHEDULE as defined in this ARTICLE and ARTICLES 3, 12 and 13 of the General Agreement will continue to be

covered by the current General Agreement and will not be affected by any provisions of this SWING SHIFT Agreement.

Note: All time on the SWING SHIFT STANDARD DAILY and WEEKLY WORK schedules must be accounted for on the employee's timecard.

14. LUNCH: Employees will be provided a thirty (30) minute unpaid lunch break.
15. PERIOD OF AGREEMENT: This Agreement shall remain in effect for the term of the current General Agreement. Notwithstanding the above, the Laboratories shall have the unilateral right to eliminate the SWING SHIFT for all employees at any time, in which case the Council shall be provided thirty (30) days advance notice.

ARTICLE 15 - TRADES PLAN

1. The Trades Plan, hereinafter called the Plan shall be administered solely by the Laboratories, subject to the limitations imposed by this Agreement.
2. The parties recognize that certain traditional relationships exist between TRADES and agree that a consolidation of these TRADES into the TRADES GROUPS set forth in Appendix A, which is attached to and made a part of this Agreement, gives proper recognition to such relationships.
3. The parties agree that the TRADES and TRADES GROUPS, as defined in ARTICLE 3 (Definition of Terms), in effect as of the date of this Agreement have been properly identified and consolidated as listed in Appendix A.
4. The Laboratories may in its judgment amend Appendix A.
 - 4.1. The Laboratories shall notify the Council in writing of its intent to amend Appendix A at least fourteen (14) calendar days prior to the effective date of any such amendment.
 - 4.2. The Council shall be furnished, at the time of the Laboratories' written notice under Paragraph 4.1, two (2) copies of any new or changed TRADES Description, or TRADES GROUP Description.
 - 4.3. If, on or before the effective date of such amendment of Appendix A, the Council requests, in writing, that the effective date be postponed for eight (8) weeks to permit negotiation and/or mediation, on the new or changed description, such postponement shall be made. In the event the parties fail to reach a mutually satisfactory agreement during the first four (4) weeks of the negotiation period, the services of a mediator, acceptable by both parties, may be requested by either party. The expenses of the mediator will be shared equally by the parties. If, at the end of the additional four (4) weeks of negotiations, with the assistance of the mediator, the parties fail to reach agreement, the Laboratories may implement the new TRADES or TRADES GROUP job.

- 4.4. In order to maintain jurisdictions, the Laboratories shall inform the Council which specific TRADES job within a TRADES GROUP the employee will be assigned to.
5. A TRADES EMPLOYEE shall assist or perform work independently in other TRADES GROUPS or TRADES commensurably with the TRADES EMPLOYEE'S general knowledge and experience under the following conditions:
 - 5.1. When there is temporarily no work available in the TRADES EMPLOYEE'S own TRADES GROUP or TRADE.
 - 5.2. When, in the performance of work assignments, elements of work assignments of other TRADES GROUPS or TRADES are encountered which the TRADES EMPLOYEE can readily accomplish.
 - 5.3. When conditions require expeditious action to restore, maintain, or provide service.
6. Each TRADES EMPLOYEE hired by the Laboratories on or after October 1, 1984, and Apprentice hired on or after October 1, 1984, who successfully completes the Laboratories' Joint Apprenticeship Program and is retained by the Laboratories shall be designated as a GROUP TRADESMAN. For the purpose of the August 13, 1999, conversion all employees classified as GROUP TRADESMAN will be classified as GROUP TRADESMAN in the new structure. Likewise all employees classified as TRADESMAN will remain classified as TRADESMAN in the new structure.
7. No TRADES EMPLOYEE designated a TRADESMAN prior to October 1, 1984, shall involuntarily be assigned TRADES GROUP duties. A TRADESMAN may request to be designated a GROUP TRADESMAN for the Group under which his/her TRADE is listed in Appendix A, provided an assignment is available. If the request is approved, the TRADES EMPLOYEE shall be allowed up to eighteen (18) months to become proficient in the new assignment within the TRADES GROUP description.
8. Trades Descriptions
 - 8.1. All TRADES GROUP Descriptions and TRADES Descriptions used in accordance with this Plan shall be originated and prepared by the Laboratories.
 - 8.2. TRADES Descriptions shall include a description of the normal range of work encompassed by the TRADE, which each TRADESMAN shall be expected to be able to perform within a reasonable period of time, normally not to exceed eighteen (18) months.
 - 8.3. TRADES GROUP Descriptions shall include a description of the normal range of work encompassed by the TRADES GROUP, which each GROUP TRADESMAN shall be expected to be able to perform within a reasonable period of time normally not to exceed eighteen (18) months.

9. Surplus and Layoff Consideration

- 9.1. Employees will be declared surplus in inverse order of SENIORITY in the TRADES GROUP affected. The Laboratories shall notify the Council in writing of the names of the employees so selected.
- 9.2. A surplus employee may displace another employee with the least SENIORITY in another TRADE within his/her TRADES GROUP or another TRADES GROUP according to the provisions of Paragraph 9.2 of ARTICLE 38 (Seniority and Movement of Personnel) of the General Agreement if:
 - 9.2.1. He/she has previously performed satisfactorily at the Laboratories in the new TRADE or TRADES GROUP, or
 - 9.2.2. Because of the TRADE training and his/her work experience at the Laboratories, he/she can perform satisfactorily within sixty (60) calendar days the TRADESMAN level assignments in the new TRADE or TRADES GROUP.
- 9.3. If the surplus employee cannot be placed as provided in Paragraph 2, he/she shall be treated in accordance with Paragraph 9 of ARTICLE 38 (Seniority and Movement of Personnel) of the General Agreement.

10. Expedited Post and Bid

- 10.1. An Expedited Post and Bid system will be implemented for the permanent placement of targeted Trades occupations as defined in Groupings of Trades Jobs (Priority placement procedures [ARTICLE 38, Paragraph 7] will be followed as required). The selecting supervisor will first notify the Council of intention to invoke Expedited Post and Bid Process. Secondly, notify all Trades employees currently occupying the targeted Trades occupation by letter and provide selection criteria.
- 10.2. Employees will then have five (5) working days to respond. The selection will be based on qualifications consistent with existing selections process. If there are no qualified bidders or no bidders, then general post and bid procedures outlines in this Agreement will be followed prior to outside hire. Selection documentation will be by letter from the selecting supervisor to the Manager, Staffing.

11. Treatment of Trades Level 2 Employees

All Trades Level 2 employees who were placed as Trades Level 1 employees as of August 1, 2002, will continue to remain grandfathered at the Trades Level 1 for both wages and pension.

ARTICLE 16 - STUDENT INTERNSHIP PROGRAM

On the effective date of the Agreement, the Council and the Laboratories agree to grant preferential consideration to children from economically disadvantaged families, as defined by either Federal or State agencies, in selection to Council represented Student Internship Program positions. It is not the intent of the Laboratories to assign students to perform the full scope of work normally performed by MTC represented employees while they maintain their student status in high school or college. Students will assist Council represented employees. While attending classes, students work ten (10) to twenty-five (25) hours per week. During school breaks students are permitted to work up to forty (40) hours per week.

1. Identification of Students to be Represented by MTC

- 1.1. Students who are performing work normally performed by MTC represented employees will be represented by the MTC subject to the provisions of this Agreement, or they will be removed from such a position.
- 1.2. A represented student will pay a Council dues/agency fee in an amount determined by the Council. The Council will be notified electronically when a represented student is hired or terminated.

2. Probationary Period

- 2.1. Represented students shall be considered as probationary employees for the duration of their assignment. They will be required to maintain the standards established to remain in the program.

3. Conversion to Regular Employment Status

- 3.1. Represented students will be allowed to participate in the post and bid process while on roll. Their participation and performance as a represented student will be taken into consideration.

4. Bargaining Unit Seniority

- 4.1. If a represented student is hired as a regular represented employee within thirty (30) days of terminating temporary status, they will be given bargaining unit seniority in accordance with ARTICLE 38 (Seniority and Movement of Personnel) of the Agreement.

5. Term of Employment

- 5.1. If a represented student is hired as a regular represented employee within thirty (30) days of terminating temporary status they will be given credit for the total term of employment during their student status without respect to the length of previous service.

Note: Non-continuous temporary service is not included in total term of employment. For example, if a temporary employee works at Sandia for four (4) consecutive summers and is hired as a regular represented employee at the end of the fourth summer, only the fourth summer is included in the employee's term of employment if the employee converts to regular status.

6. Benefits Limitations

- 6.1. Represented students will be provided with no fringe benefits, including vacations and holidays except those required by law which include the Family Medical Leave Act and Military Leave. Year-round students will only be eligible to enroll in the Sandia Total Health Plans, if they are enrolled in a post-secondary educational program and not covered for any medical coverage from any other source. Summer students will not be eligible for coverage. Premium share will be based on the regular full-time represented rate per ARTICLE 36 (Health Insurance Plans and Benefits Programs).

Note: Represented students will not be eligible to participate in either the Sandia pension or savings plans during their employment.

7. Health Promotion Program and Credit Union Membership

- 7.1. Represented students are provided with access to Sandia's Health promotion program and credit union membership. They are eligible to participate in these Sandia programs from their first day of employment.

8. Employee Assistance Program

- 8.1. Represented students receive no benefit under this program except for dealing with work related issues for which their Manager, Sandia Security, or the Health, Benefits and Employee Services Organization makes a referral.

9. Layoff Sequence

- 9.1. In the event of reduction in force in the bargaining unit, represented students shall be selected for layoff in the following sequence:
 - Contractors performing functions requiring the same basic skills as the position to be impacted will be the first considered for layoff.
 - Represented students (with the exception of those in student programs which receive special funding) performing functions requiring the same basic skills as the position to be impacted will be next in consideration for layoff.

- Council represented Limited Term Employees performing functions requiring the same basic skills as the position to be impacted will be next in consideration for layoff.

Only after the above sequence in layoffs has occurred will regular Council represented employees be considered for layoff in accordance with the layoff provisions of the General Agreement.

10. Grievances and Arbitration

10.1. Represented students will be subject to the grievance procedure as defined by the contract with no appeal to Arbitration. Appeals will be made to a review panel made up of a representative from Human Resources, an International Representative, and an outside neutral party agreed to by Sandia and the MTC. The panel will conduct an informal hearing and their decision shall apply only to the instant grievance, and it shall not constitute a precedent for other cases or grievances.

11. Wages

11.1. Effective October 1, 2014, the Laboratories will classify represented student position wage levels as follows:

| Level | Salary Rate |
|---|-------------|
| High School | \$9.00 |
| High School Graduate (<12 hrs college credit) | \$9.80 |
| College Freshman | \$10.80 |
| College Sophomore | \$11.85 |
| College Junior | \$12.95 |
| College Senior | \$14.25 |

12. COMPRESSED WORKWEEK

- 12.1. Council represented students may request their Manager’s approval for a CWW-like work schedule.
- 12.2. Overtime (TIME AND ONE HALF) will apply for authorized time worked in excess of the STANDARD DAILY WORK SCHEDULE (nine [9] hours on Monday through Thursday and eight [8] hours on Fridays on which the employee is scheduled to work). If an employee is authorized to work on the Friday scheduled off or on Saturday, TIME AND ONE HALF will be paid. If an employee is scheduled to work on Sunday, DOUBLE TIME will be paid.

ARTICLE 17 - LIMITED TERM EMPLOYEES

1. Limited Term Employees

1.1 In order to meet the Laboratories' temporary staffing needs, Council represented Limited Term Employees are hired for up to two (2) years. If Council represented membership falls below five hundred eighty (580), LTEs will revert back to two (2) per Department for a period of one (1) year. No more than six (6) Limited Term Employees per Department will be hired. Exceptions to this limit will be contingent upon agreement between the Laboratories and the Council.

1.2 The Council shall be notified when a Council represented Limited Term Employee is hired or terminated.

2. IDENTIFICATION OF LIMITED TERM EMPLOYEES TO BE REPRESENTED BY THE COUNCIL

2.1 Limited Term Employees doing work normally performed by represented employees and assigned to the included organizations specified by the Council Contract will be represented by the Council. Council represented Limited Term Employees shall be subject to the terms and conditions of our Agreement dated October 1, 2011, with the exceptions of those specified below:

3. PROBATIONARY PERIOD

3.1 Council represented Limited Term Employees shall be considered as probationary employees for a period of six (6) months.

4. TERM OF EMPLOYMENT

4.1 If a represented Limited Term Employee is hired as a regular employee within thirty (30) days of terminating their limited term status, **TERM OF EMPLOYMENT** (which is defined as all credited service with the Laboratories) shall be established as of the date of hire as a Council represented Limited Term Employee provided there is no break in service. In cases where there is a break in service, their service will be adjusted to include the period of limited term service in accordance with ARTICLE 42 (Layoff Notice and Allowance) of the contract.

5. CONVERSION TO REGULAR EMPLOYMENT STATUS

5.1 At no time will a represented Limited Term Employee be allowed to participate in the post and bid process. If they desire to be converted to regular employment status they will be required to apply through the normal outside hiring process.

6. BENEFITS LIMITATIONS

6.1 Represented Limited Term Employees will not be eligible to participate in the Sandia pension plan during their limited term employment.

7. LAYOFF SEQUENCE

7.1 In the event of reduction in force in the bargaining unit, Council represented Limited Term Employees shall be selected for layoff in the following sequence:

- Contractors performing functions requiring the same basic skills as the position to be impacted will be the first considered for layoff.
- Represented students (with the exception of those in student programs which receive special funding), performing functions requiring the same basic skills as the position to be impacted, will be next in consideration for layoff.
- Council represented Limited Term Employees, performing functions requiring the same basic skills as the position to be impacted, will be next in consideration for layoff.

7.2 Only after the above sequence in layoffs has occurred will regular Council represented employees be considered for layoff in accordance with the layoff provisions of ARTICLE 38 (Seniority and Movement of Personnel), Paragraph 9.

ARTICLE 18 - TRAINING

1. Apprenticeship Program

For details of the Apprenticeship Program, refer to the Standards of Apprenticeship for Sandia National Laboratories formulated by representatives of Sandia National Laboratories and the Atomic Projects and Production Workers, Metal Trades Council, AFL-CIO, and approved by the Office of Apprenticeship United States Department of Labor and the State of New Mexico Department of Workforce Solutions, State Apprenticeship Agency.

2. Explosive and Nuclear Handler On-The-Job Training Program

This program was developed to provide comprehensive, consistent qualification training for SNL Explosive, Nuclear and Special Material Handlers. It was developed as a part of the on-going management review of hazardous material operations at SNL and associated risk mitigation efforts.

3. Mobile Crane Certification

This is the process used to meet the requirements for the in-house exemption program of the New Mexico Hoist Operators Safety Act (HOSA), 1/15/97.

With this Agreement, the Metal Trades Council and Sandia National Laboratories continue to cooperate to provide a safe working environment through compliance with all applicable laws and DOE Orders.

The Council and the Laboratories agree that employees who participate in the in-house exemption program for the operation of Mobile Cranes complete the required training as specified by the HOSA and DOE requirements.

Employees will participate in physical examinations in accordance with the procedures of the Laboratories Occupational Medical Certification Procedure for Mobile Crane and Hoist Operations. The Laboratories shall notify the Council of any changes to this procedure.

If an employee tests positive for alcohol through a breath alcohol test, the provisions of the existing Breath Alcohol Test Agreement will apply.

The following guidelines will be used to administer the program:

- Employees currently in the Mobile Cranes Program may remain in the program. (They will not be solicited for the pool.)
- Participation in the in-house exemption program is voluntary. If not enough employees volunteer to fill pool positions, management will identify and fill the balance.
- An employee in the program may not leave the program until a replacement is in the program.
- Create a pool annually for the potential selection into the Mobile Cranes Program.
- Management will solicit employees by seniority for a set number of positions in the pool.
- The number of positions in the pool will be determined annually by management. The Council will be notified.
- Once the pool is established, management will select employees from the pool for the Mobile Cranes Program when, and if, they are needed.
- The pool will be replenished by seniority annually as stated above.
- Employees in the pool will not be in the program, nor will they be trained for the program, unless selected for the program by management.
- Because of their job duties and the limited number of Heavy Equipment Operator Group Tradesman, their participation in the program is mandatory.
- In the Electrical Group Trades, participation is limited to Electrical Tradesman assigned to perform High Voltage work.
- An employee will not be exempted from layoff due to participation in this program.

4. New Technologies

The Laboratories recognizes the Council's concern about the impact of the introduction of new and/or changed technologies and processes on jobs occupied by employees they represent. Likewise, the Laboratories has a deep interest in developing a workforce that will be able to meet the changing demands of its business environment.

In order to address these mutual concerns, the Laboratories agrees that when, for any reason technological changes take place that require additional knowledge and/or skill on the part of Metal Trades Council represented employees, such employees will be given the opportunity to acquire any knowledge and skill necessary to retrain, within the scope of the affected job description and/or normal job duties. The Laboratories shall establish at its own expense, during regularly scheduled working hours, an adequate retraining program for affected employees. If necessary, training will be done through outside sources, with all associated costs reimbursable by the Laboratories, to the employees involved.

Technological changes which affect jobs in the bargaining unit, that meet the above guidelines, will not be used as a basis for changing such jobs from bargaining unit status to non-bargaining unit status. When a new job is introduced into the Laboratories, or the content of a job is significantly changed as a direct result of the introduction of either new equipment, materials or methods which are normally within the scope of the bargaining unit, or they are combined with duties which are not normally within the bargaining unit, the resulting job within the plan shall be considered as clearly within the bargaining unit. The Company will furnish reasonable information upon which to make a determination as to whether in fact such changed job duties are within compliance of this provision.

5. On-The-Job Training

5.1. General

- 5.1.1. The purpose of the OJT Program is to allow on roll employees who fulfill the requirements of the Program to progress to Tradesman level as an alternative to completing a formal apprenticeship program. The Laboratories plans to continue the formal Joint Apprenticeship Program and will continue to select Tradesman through the post and bid process and to hire Tradesman from the outside.
- 5.1.2. The Laboratories shall have the right to add or delete OJT jobs or to populate or not to populate OJT jobs as required by the needs of the business. The Laboratories will inform the Council whenever a new job is established or an existing job is deleted. The Laboratories will furnish the Council copies of all OJT job descriptions.
- 5.1.3. OJT participants may apply for entry into the Joint Apprenticeship Program on the same basis as any other on roll employee.

- 5.1.4. OJT participants will be paid in accordance with ARTICLE 21 (Wages) of the General Agreement.
- 5.1.5. This Agreement constitutes the full and complete understanding of the parties with regard to the OJT Program and supersedes any prior Agreement, explicit or implied, oral or written.

5.2 Entry into the Program

- 5.2.1 The program is open to all on roll employees. The number of OJT vacancies shall be determined by the Laboratories based on anticipated future requirements for Tradesman.
- 5.2.2 Vacancies will be posted in accordance with the provisions of ARTICLE 38 (Seniority and Movement of Personnel) of the General Agreement. Posting will note the special provisions of the OJT Program.
- 5.2.3 Normally, entry into the Program will be at the Grade 4 level; however, employees may also enter at the Grade 6 or Grade 8 level if they meet the course work and experience requirements for those levels.
- 5.2.4 Minimum requirements for entry at the Grade 4 level are at least 2.75 average (no more than one "C") in the following courses:

- Basic Math
- Basic Drawing
- Basic Physics and/or Chemistry

*Course content is defined by the Laboratories. Furthermore, the Laboratories reserve the right to establish equivalent courses as determined by the Laboratories' Education and Training Department.

- 5.2.5 The courses listed in Paragraph 6.4 above are minimum requirements. Best qualified applicant(s) will be selected. Candidates may be rejected if they are on probation, have disciplinary problems, have a record of excessive absenteeism, or have medical restrictions that prevent them from performing the job (unless reasonable accommodations can be made).

5.3 Advancement

- 5.3.1 The participant must have a minimum of two (2) year's relevant experience at the Grade 4 or Grade 6 level prior to being considered for advancement to the next level.
- 5.3.2 The participant must also earn a "C" or better for all required courses (except the prerequisite courses). At least one (1) course must be completed (with a grade of "C" or better) every other semester. If the participant fails to

successfully complete a course every other semester (other than for excused hardship reasons), he/she will be removed from the Program and declared surplus.

- 5.3.3 Training program evaluations will be performed and feedback provided at least twice a year, and the participant must have no ratings below “Meets” on his/her Represented Employees Performance Evaluation Plan.
- 5.3.4 Participants will be advanced to the Grade 6 or Grade 8 level if all the criteria in Paragraphs 5.3.1, 5.3.2, and 5.3.3 above are met without regard to whether a vacancy exists.

Advancement to Tradesman level will require the existence of a vacancy as well as meeting all the criteria in Paragraphs 5.3.1, 5.3.2, and 5.3.3 above. It is expected that three (3) years will be needed to complete required courses at the Grade 8 level; however, if all courses are successfully completed, the participant may be advanced after two (2) years at Grade 8.

ARTICLE 19 - OVERTIME

1. General

It is recognized by both parties that the needs of the business may require overtime work (i.e., work outside the employee’s STANDARD DAILY or WEEKLY WORK SCHEDULE), and that the jobs involved must be manned by qualified employees working on an overtime basis. The amount of overtime and the schedule for working such overtime will be established by the Laboratories. Whenever possible, employees shall be given at least one day’s advance notification of an overtime assignment. The Laboratories, in scheduling overtime work, will distribute it as evenly as practicable among qualified employees. In determining practicability and qualifications, it is understood that the Laboratories may assign the overtime to employees normally engaged on the work involved if otherwise there would be a substantial impairment of efficiency or increase in costs or a security problem in the performance of work. An employee individually scheduled for overtime shall work such overtime except when, under all the circumstances, it is unreasonable to require the employee to do so.

- 1.1. Notwithstanding the general statement of the principle of distribution above, the Laboratories and Council will, through designated representatives, explore the possibility and feasibility of establishing, within groups of employees, defined units of overtime distribution which, when mutually agreed, shall be followed in distributing overtime.
- 1.2. Information on overtime assignments shall be recorded on standard forms established by the Laboratories. For the purpose of the overtime record, an overtime assignment refused shall be considered as time worked. Overtime records shall be posted where they are accessible to all employees in the defined work unit and to authorized Council representatives.

- 1.3. An employee who 1) while at work on a standard or nonstandard day is requested to remain at work for more than ten (10) hours and such assignment extends through a recognized mealtime, or 2) is scheduled to work four (4) or more hours in addition to his/her STANDARD DAILY WORK SCHEDULE shall be paid a meal allowance of \$6. If the overtime assignment is three (3) or more hours, a paid rest-meal period of twenty (20) minutes shall be scheduled approximately in the middle of such overtime work period.
2. Overtime Computation – Employees on Monday through Friday STANDARD WEEKLY WORK SCHEDULE
 - 2.1. Pay at TIME AND ONE HALF shall apply to authorized time worked except when the provisions of Paragraphs 2.2 and 2.3 apply:
 - 2.1.1. In excess of eight (8) hours in twenty-four (24) consecutive hours and without duplication.
 - 2.1.2. On Saturdays (midnight Friday to midnight Saturday) for employees whose STANDARD WEEKLY WORK SCHEDULE is Monday to Friday inclusive except that STRAIGHT TIME shall apply to time worked on the Friday night shift extending into Saturday when the employee was not scheduled to work the previous Sunday night shift extending into Monday.
 - 2.2. Pay at DOUBLE TIME shall apply to authorized time worked on Sunday (midnight Saturday to midnight Sunday) for employees whose STANDARD WEEKLY WORK SCHEDULE is Monday to Friday inclusive.
 - 2.3. Pay at DOUBLE TIME AND ONE HALF shall apply to authorized time worked on the days on which the holidays referred to in ARTICLE 28 (Holidays) are observed.
3. Overtime Computation – Employees on other than Monday through Friday STANDARD WEEKLY WORK SCHEDULE.
 - 3.1. Pay at TIME AND ONE HALF shall apply to authorized time worked except when the provisions of Paragraphs 3.2 and 3.3 apply:
 - In excess of eight (8) hours in twenty-four (24) consecutive hours and without duplication.
 - On the employee's DAY IN LIEU OF SATURDAY.
 - 3.2. Pay at DOUBLE TIME shall apply to authorized time worked on the employee's DAY IN LIEU OF SUNDAY.
 - 3.3. Pay at DOUBLE TIME AND ONE HALF shall apply to authorized time worked on the days on which the holidays referred to in ARTICLE 27 (Holidays) are observed.

It is understood that for the purpose of overtime computation any and all time paid by the Laboratories will be considered as “time worked.” Time not paid by the Laboratories, will not be considered as “time worked” for the purpose of overtime computation.

4. Legal and Contractual Effect of Foregoing Overtime Compensation

It is the agreement and intention of the parties that payments in addition to STRAIGHT TIME for any time worked, provided in the foregoing paragraphs of this ARTICLE, are overtime payments. Nothing in the foregoing paragraphs shall require or permit the payment of overtime on overtime.

ARTICLE 20 - JOB GRADES

1. General

- 1.1. The Laboratories will evaluate each job assignment in accordance with the Job Evaluation Plan which gives proper weight to the skill, effort, and responsibility required by, and job conditions involved in, job assignments and will designate to each such job assignment one (1) of eight (8) grade levels.
- 1.2. The Laboratories will continue to issue new job grades for new or changed tours of duty and may revise either upward or downward the designations of existing job grades.
- 1.3. The Job Evaluation Plan used by the Laboratories in classifying work into the various job grades shall not be subject to the grievance procedure nor to arbitration. The Laboratories agrees that a reasonable number of copies of the Job Evaluation Plan will be made readily available to the Council.
- 1.4. During the period of this Agreement, upon request of the Council, a Joint Committee shall be appointed to study the provisions of the present Job Evaluation Plan and to study the content, the adequacy and accuracy of the job description, and the evaluation of any job which the Council’s Chairman feels desirable, provided the Council’s Chairman initiates such study during the six (6) month period starting with the date such job grade was made effective or starting with the date the specified job assignment for which such job grade was designated was first populated, whichever is the later. Any adjustments mutually agreed upon by the Committee, as a result of the study, shall be made by the Laboratories. Any unresolved differences pertaining to the adequacy and accuracy of the job description or the evaluation of the job shall be subject to the provisions of Paragraph 5. Any unresolved differences regarding job content (the collection of duties allocated to a job description) shall be considered in accordance with ARTICLE 10 (Grievance Procedure) by filing the grievance initially at Step 3, but shall not be subject to arbitration.

- 1.4.1. This Committee shall consist of three (3) employees to be appointed by the Council and three (3) members to be appointed by the Laboratories and shall meet as may be required by the above purpose subject to the mutual convenience of the parties.
- 1.4.2. The Laboratories shall prepare a status report of each meeting. The form and content shall be mutually agreed upon, and a copy shall be furnished to each Council member of this Committee and to the Council.
- 1.4.3. The time spent by employee members of this Joint Committee in such joint conferences with Management during their STANDARD DAILY and WEEKLY WORK SCHEDULE shall be considered as time worked. The three (3) employee members of this Joint Committee shall also serve on the Council Job Grades Grievance Committee prescribed in Paragraph 5.3 of this ARTICLE.

2. Permanent Job Grades

- 2.1. The Laboratories will use its best efforts to assign permanent job grades to new work within sixty (60) calendar days after the completion of the development of the new process or equipment applicable thereto.
- 2.2. The Laboratories shall furnish the Council with a copy of all new or changed job descriptions not later than the date they become effective, or the date the specific job assignment for which such job description was designated was first populated, whichever is the later.
- 2.3. For informational purposes, APPENDIX A of this Agreement shall include, in addition to occupational titles, all currently existing classifications together with their job grade.

3. Temporary Job Grades

- 3.1. Temporary job grades may be established by the Laboratories as a basis for wage treatment of employees pending the determination of permanent job grades. The Laboratories shall notify the Council in writing of a temporary job grade not later than the date it becomes effective, or the date the specific job assignment for which such temporary job grade was designated was first populated, whichever is the later. Any questions arising in connection therewith shall be reviewed by the Laboratories and may be reviewed by the Joint Committee but shall not be subject to the grievance procedure as prescribed in this ARTICLE and ARTICLE 11 (Arbitration).
- 3.2. If a temporary job grade designation is not replaced by a permanent job grade designation within a reasonable period of time (not to exceed six [6] months) starting with the date the specific job assignment was first populated, the Council may protest the delay.

4. Pay Treatment

- 4.1. It is recognized that both temporary and permanent job grades are to be used as a basis for the application of wage rates.
- 4.2. In the event that the job grade designated for a job assignment is revised upward or downward for any reason (including replacement of a temporary job grade with a permanent job grade), each employee working on such job assignment as of the effective date of the revision (date of settlement in case of Council protest) shall receive pay treatment provided for a re-graded employee under ARTICLE 21 (Wages) effective as of the date the new job grade is authorized for use in the Department involved (date of settlement in case of Council protest).
- 4.3. When the revision is upward, retroactive adjustment shall be granted for the period the employee has worked on the affected job assignment or for the period of time the job assignment was incorrectly graded, whichever is less. In no event shall such retroactive treatment be provided for more than twenty-six (26) weeks immediately preceding the date of revision. In case of Council protest, such retroactive adjustment shall be provided for the period from the date the job grade was made effective to the date of settlement.

5. Job Grades Grievance Procedure

- 5.1. It is the intent of the Laboratories to describe accurately and adequately each job assignment and to classify it accurately and fairly according to the Job Evaluation Plan. Job descriptions and job grades established for job assignments shall not be subject to protest or treatment as a grievance or subject to arbitration after a period of six (6) months starting with the date the job grade was made effective or starting with the date the specific job assignment for which such job grade was designated was first populated, whichever is the later. Although the Council has the right to protest any permanent job during the six (6) month period specified above, the Council agrees that it will protest only such permanent jobs on which it has substantial reason to believe that the job in question has been inadequately and inaccurately described or incorrectly graded.
- 5.2. Protests regarding the adequacy and accuracy of the description or evaluation of a job assignment which cannot be settled informally after a thorough investigation by the Council Steward, the Joint Job Grades Study Committee, and the interested Manager and after a thorough discussion by the Joint Job Grades Study Committee shall be processed as prescribed in Paragraph 5.3 and protests regarding the administration of a permanent job grade shall be processed in accordance with ARTICLE 10 (Grievance Procedure).
- 5.3. Formal written protests shall be submitted by the President of the Council or his/her duly designated alternate by letter to the Employee and Labor Relations Organization, with copies sent to the Compensation Organization and to the interested Department Manager. Each protest by the Council shall apply to a

permanent job designated for a specific job assignment and shall clearly state in the written grievance the specific reasons as to why it is felt the job is inadequately and inaccurately described or incorrectly graded under the provisions of the Job Evaluation Plan. A meeting of the Job Grades Grievance Committee shall be arranged, which shall be composed of the three (3) employees comprising the Council Job Grades Grievance Committee prescribed in Paragraph 1.4.3 of this ARTICLE and three (3) representatives of the Laboratories. Discussions may also include a Council Officer, Chief Steward, or Steward, or a non-employee representative of the Council. The Laboratories' answer shall be given to the Council within sixty (60) calendar days. Extensions may be mutually agreed upon to take care of unusual cases. Protests which arise out of the application and implementation of the Job Evaluation Plan and involve either: 1) the adequacy and accuracy of a job description, or 2) the evaluation of a job not settled within the time limits prescribed above shall be subject to ARTICLE 11 (Arbitration).

5.3.1. An aggrieved employee may participate in the discussions of the Joint Job Grades Grievance Committee described above if his/her presence is regarded by either party as necessary for proper consideration of the grievance, except that where a grievance is common to two (2) or more employees, the party requesting the employee's presence shall designate one (1) employee to appear for all.

5.3.2. All time spent by employees in attending grievance discussions at the request of the Council in accordance with this Paragraph 5 shall be subject to ARTICLE 6 (Treatment of Employees Performing Council Duties). All such time spent by the Council Job Grades Grievance Committee shall be considered as time worked.

The provisions of this ARTICLE shall not apply to TRADES OCCUPATIONS.

ARTICLE 21 - WAGES

1. Wage Increases

- 1.1. All active regular employees as of October 1, 2014, shall receive a Lump Sum cash payment in lieu of a wage increase equivalent to two and a half percent (2.5%) payable no later than the second full pay period following the ratification. Calculation of the payment for Full Time employees will be based on the employee's base wage hourly rate x 2080 hours x 2.5%, subject to taxes.

Part Time employees on the active payroll as of the date noted above shall receive this payment based on total hours actually worked during the period, excluding overtime.

| 2014 | Grade 1 | Grade 2 | Grade 3 | Grade 4 | Grade 5 | Grade 6 | Grade 7 | Grade 8 |
|-------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Start Rate | \$ 13.33 | \$ 14.08 | \$ 15.95 | \$ 16.91 | \$ 18.21 | \$ 19.20 | \$ 20.13 | \$ 20.92 |
| Step 1 | \$ 13.90 | \$ 14.65 | \$ 16.56 | \$ 17.52 | \$ 18.82 | \$ 19.81 | \$ 20.74 | \$ 21.53 |
| Step 2 | \$ 14.47 | \$ 15.22 | \$ 17.17 | \$ 18.13 | \$ 19.43 | \$ 20.42 | \$ 21.35 | \$ 22.14 |
| Step 3 | \$ 15.04 | \$ 15.79 | \$ 17.78 | \$ 18.74 | \$ 20.04 | \$ 21.03 | \$ 21.96 | \$ 22.75 |
| Job Rate | \$ 15.64 | \$ 16.40 | \$ 18.42 | \$ 19.39 | \$ 20.66 | \$ 21.68 | \$ 22.61 | \$ 23.39 |

| 2014 | Trades 1 | Trades 2 |
|-------------------|----------|----------|
| Start Rate | \$ 30.39 | \$ 28.75 |
| Step 1 | \$ 30.70 | \$ 29.06 |
| Step 2 | \$ 31.01 | \$ 29.37 |
| Step 3 | \$ 31.32 | \$ 29.68 |
| Step 4 | \$ 31.63 | \$ 29.99 |
| Step 5 | \$ 31.94 | \$ 30.30 |
| Job Rate | \$ 32.27 | \$ 30.61 |

- 1.2. All active regular employees as of October 1, 2015, shall receive a cash payment in lieu of a wage increase equivalent to two percent (2%) payable no later than the second full pay period following October 1, 2015. Calculation of the payment for full time employees will be based on the employee's base wage hourly rate x 2080 hours x 2%, subject to taxes.

Part Time employees on the active payroll as of the date noted above shall receive this payment based on total hours actually worked during the period, excluding overtime.

In addition, effective October 1, 2015, all regular employees on the active payroll will receive a general wage increase of a one and a half percent (1.5%).

| 2015 | Grade 1 | Grade 2 | Grade 3 | Grade 4 | Grade 5 | Grade 6 | Grade 7 | Grade 8 |
|------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Start Rate | \$ 13.53 | \$ 14.29 | \$ 16.19 | \$ 17.16 | \$ 18.48 | \$ 19.49 | \$ 20.43 | \$ 21.23 |
| Step 1 | \$ 14.11 | \$ 14.87 | \$ 16.81 | \$ 17.78 | \$ 19.10 | \$ 20.11 | \$ 21.05 | \$ 21.85 |
| Step 2 | \$ 14.69 | \$ 15.45 | \$ 17.43 | \$ 18.40 | \$ 19.72 | \$ 20.73 | \$ 21.67 | \$ 22.47 |
| Step 3 | \$ 15.27 | \$ 16.03 | \$ 18.05 | \$ 19.02 | \$ 20.34 | \$ 21.35 | \$ 22.29 | \$ 23.09 |
| Job Rate | \$ 15.87 | \$ 16.65 | \$ 18.70 | \$ 19.68 | \$ 20.97 | \$ 22.01 | \$ 22.95 | \$ 23.74 |

| 2015 | Trades 1 | Trades 2 |
|------------|----------|----------|
| Start Rate | \$30.85 | \$29.18 |
| Step 1 | \$31.16 | \$29.50 |
| Step 2 | \$31.48 | \$29.81 |
| Step 3 | \$31.79 | \$30.13 |
| Step 4 | \$32.10 | \$30.44 |
| Step 5 | \$32.42 | \$30.75 |
| Job Rate | \$32.75 | \$31.07 |

1.3. Effective September 30, 2016, all regular employees on the active payroll will receive a general wage increase of two and one half percent (2.5%).

| 2016 | Grade 1 | Grade 2 | Grade 3 | Grade 4 | Grade 5 | Grade 6 | Grade 7 | Grade 8 |
|------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Start Rate | \$ 13.87 | \$ 14.65 | \$ 16.59 | \$ 17.59 | \$ 18.95 | \$ 19.98 | \$ 20.94 | \$ 21.76 |
| Step 1 | \$ 14.46 | \$ 15.24 | \$ 17.23 | \$ 18.23 | \$ 19.58 | \$ 20.61 | \$ 21.58 | \$ 22.40 |
| Step 2 | \$ 15.05 | \$ 15.83 | \$ 17.86 | \$ 18.86 | \$ 20.21 | \$ 21.24 | \$ 22.21 | \$ 23.03 |
| Step 3 | \$ 15.65 | \$ 16.43 | \$ 18.50 | \$ 19.50 | \$ 20.85 | \$ 21.88 | \$ 22.85 | \$ 23.67 |
| Job Rate | \$ 16.27 | \$ 17.06 | \$ 19.16 | \$ 20.17 | \$ 21.49 | \$ 22.56 | \$ 23.52 | \$ 24.33 |

| 2016 | Trades 1 | Trades 2 |
|------------|----------|----------|
| Start Rate | \$31.62 | \$29.91 |
| Step 1 | \$31.94 | \$30.23 |
| Step 2 | \$32.26 | \$30.56 |
| Step 3 | \$32.58 | \$30.88 |
| Step 4 | \$32.91 | \$31.20 |
| Step 5 | \$33.23 | \$31.52 |
| Job Rate | \$33.57 | \$31.85 |

2. Ratification Bonus

Effective September 30, 2014, each regular employee on the active payroll as of that date shall receive a General Agreement ratification bonus of \$2000 and students shall receive a ratification bonus of \$1000. The ratification bonus payment shall be made within thirty (30) days of October 1, 2014, and shall be subject to federal, state, local, and social security taxes, and Savings Plan allotment at the time of payment.

3. Progression Increases

During the term of this Agreement each employee whose BASE RATE is below the job rate of his/her job grade or Tradesman designation shall be increased in accordance with the following provisions:

3.1. Graded Employees

An increase shall be given semi-annually to each employee whose BASE RATE is below the job rate for the applicable job grade provided such employee has worked in his/her current job grade at least eight (8) weeks since the last previous scheduled progression increase date. Such progression increases shall be effective on the second Friday in October and the second Friday in April. The amount of such increase shall be in accordance with the wage tables specified in Paragraph 1 above. The wage tables are calculated by dividing the difference between the applicable start rate and job rate by four (4). The amount of any remainder resulting from such division will be added to the last such increase scheduled in accordance with this paragraph.

3.1.1. Optional Progression For Custodial Services

The following shall confirm our understanding regarding the implementation of an optional progression increase approach for Grade 1 Custodians in the Operating System 1 (OS1), Learn and Earn Program.

In addition to receiving progression increases according to ARTICLE 21 (Wages) Paragraph 3.1, Grade 1 Custodians may elect to be evaluated on their capabilities in the four (4) OS1 Specialties; Light Duty, Vacuum, Restroom, and Utility. Custodians must demonstrate the next Specialty for at least four (4) months following the previous progression increase. When they successfully complete each evaluation, they will be advanced one (1) progression step. Optional progression increases may only become effective on the first (1st) Friday of each month with evaluations being targeted for the second (2nd) Wednesday of the previous month. Failure to successfully complete an evaluation will not invalidate the existing contractual schedule and will not negatively affect progressions under that schedule. On roll Custodians already in normal progression will need to be evaluated on one more specialty than their current progression step should they desire to participate in the optional progression schedule.

3.2. Tradesmen

3.2.1. An increase shall be given semi-annually to each employee whose BASE RATE is below the job rate for Tradesmen provided such employee has worked as a Tradesman at least eight (8) weeks since the last previous scheduled progression increase date. Such progression increases shall be effective on the second Friday in October and the second Friday in April. The amount of such increase shall be in accordance with the wage tables

specified in Paragraph 1 above. The wage tables are calculated by dividing the difference between the applicable start rate and job rate by six (6). The amount of any remainder resulting from such division will be added to the last such increase scheduled in accordance with this paragraph.

3.3. The BASE RATE resulting from the increase provided in Paragraphs 3.1. and 3.2. shall in no event result in a BASE RATE in excess of the job rate for the employee's job grade.

4. Transfer Without Change in Job Grade Designation

4.1. Any employee transferred without change in job grade level shall receive no change in his/her BASE RATE.

5. Upgrading

5.1. When an employee is upgraded, his/her BASE RATE shall be adjusted as follows, except that in no case shall his/her new BASE RATE be less than the start rate nor shall it be increased above the job rate of the job grade to which he/she is upgraded.

5.1.1. An employee upgraded one (1) grade shall receive an increase of at least six cents (\$.06) per hour in his/her BASE RATE.

5.1.2. When an upgrading involves more than one (1) grade, the increase an employee shall receive shall be determined on the basis that he/she has moved from the old grade to the new grade, one (1) grade at a time.

5.2. An employee may be placed on higher grade work for a trial period in which case he/she will be upgraded when it is determined by the Laboratories that he/she can satisfactorily perform the higher grade work. The trial period shall not exceed thirty (30) working days unless extended through negotiation with the Council Steward. This provision shall not preclude upgrading an employee immediately upon transfer to higher grade work when a trial period is deemed by the Laboratories to be unnecessary.

6. Downgrading

6.1. Due to lack of work

6.1.1. When an employee is downgraded and his/her BASE RATE prior to downgrading is at or above the job rate of the job grade to which downgraded, he/she shall be assigned the job rate of the lower grade as his/her new BASE RATE.

6.1.2. When an employee is downgraded and his/her BASE RATE prior to downgrading is below the job rate of the job grade to which downgraded, he/she shall be assigned a BASE RATE which is equitable in comparison with the BASE RATES of other employees of comparable service,

experience, and ability in the same grade to which downgraded, but not in excess of his/her BASE RATE prior to downgrading.

6.2. Other

6.2.1. When an employee is downgraded and returned to his/her former job as a result of:

- the conclusion of a temporary upgrading when the employee has been notified at the time of upgrading that he/she would return to his/her former job status at the termination of his/her temporary upgrading (less than six [6] months); or
- incompetency or the employee's request, he/she shall thereupon receive the BASE RATE he/she would have received had he/she been continuously classified in the lower grade.

6.2.2. When an employee is downgraded due to infractions of Laboratories rules or improper conduct, the BASE RATE of such employee shall be determined by the Laboratories; however, in no case shall his/her new BASE RATE be less than the start rate of the job grade to which he/she is downgraded.

7. Transfer Between a Job Grade and a Trade

7.1. When an employee is transferred between a job grade and a Trade, there shall be no change in the employee's BASE RATE except as provided in Paragraphs 7.1.1, 7.1.2, or 7.1.3.

7.1.1. The BASE RATE of any employee shall not be less than the start rate of the job grade or Trade to which transferred.

7.1.2. The BASE RATE of an employee in a graded job transferred to a Trade shall be increased by the lesser of ten cents (\$.10) per hour or the difference between the employee's BASE RATE prior to transfer and the Trade's start rate.

7.1.3. When the BASE RATE of an employee in a Trade transferred to a graded job is above the job rate of the job grade, he/she shall be assigned the job rate of the job grade as his/her new BASE RATE.

8. General

8.1. An employee on the regular roll but absent (other than paid vacation absence) on the effective date of an increase provided for in Paragraphs 3, 5, and 7 of this ARTICLE shall, if otherwise eligible, receive the increase effective only on and after his/her return to active duty.

- 8.2. The Laboratories may hire an employee above the start rate for the job grade or Trade of the job assignment.
- 8.3. When an employee is temporarily assigned to higher graded work, he/she shall receive pay treatment for an upgraded employee under the provision of Paragraph 5.1 of this ARTICLE.
- 8.4. If the Council within ten (10) working days after the effective date of any action taken under the provisions of Paragraphs 6.1.2, 6.2.2, and 8.2 of this ARTICLE or the date of notification given to the Council of such action objects to the action, such claim may be processed in accordance with the provisions of ARTICLE 10 (Grievance Procedure) and ARTICLE 11 (Arbitration) provided, however, that in the event of arbitration, the authority of the Arbitrator shall be further limited to a determination of whether the Laboratories acted in an arbitrary manner or in a discriminatory manner prejudicial to the Council's interests.

9. Wage Data to be Furnished the Council

The Laboratories shall furnish the Council written notice of the following:

- 9.1. On or before the effective date of the action, the names and rates of pay of employees downgraded under Paragraph 6.2.2.
- 9.2. Once each month, the name, effective date, and rate of pay of employees hired at a rate above the start rate for the grade or Trade of the job assignment under Paragraph 8.2.
- 9.3. Sixty (60) calendar days prior to September 30, 2014, and sixty (60) calendar days prior to any subsequent anniversary date, the Laboratories on request of the Council will furnish the following data for every employee in the bargaining unit as of the nearest payroll period:
 - Name
 - Organization
 - Occupational Code Number
 - Grade
 - BASE RATE

10. Apprentices

Apprentices will be compensated as defined in the Standards of Apprenticeship. The amount paid shall be in accordance with the wage scale specified in the Apprentice Wage Progression of the Standards of Apprenticeship.

11. Personal Rates

11.1. The policy of “Personal Rates” applies to employees who were or are downgraded after July 6, 1965, for one (1) of the following reasons:

- Change in job grade level designated for a job assignment.
- Permanent physical restrictions which prevent the employee from performing his/her normal job assignment.

11.2. Upon downgrading, such an employee shall not have any change in his/her BASE RATE, which will then become designated as a “Personal Rate.”

11.3. When an employee’s rate of pay has been designated as a “Personal Rate,” he/she will not be eligible to receive any negotiated general increases until the Job Rate of the grade to which he/she is assigned is equal to his/her “Personal Rate.”

When the employee’s BASE RATE is equal to the Job Rate of the grade to which he/she is assigned, the designation of “Personal Rate” will be removed and the employee will be eligible for all further negotiated general increases.

Example: A Grade 6 employee whose BASE RATE is \$21.68 per hour is downgraded as a result of physical handicap to Grade 5. The Job Rate of Grade 5 is \$20.66 per hour. The employee is reclassified as a Grade 5 but with a rate of pay of \$21.68 per hour, which will be designated as a “Personal Rate.” When general increases are negotiated in the future, this employee will not receive any increase until the Job Rate of Grade 5 becomes at least \$21.68 per hour. If a negotiated increase results in a Job Rate for Grade 5 of more than \$21.68 per hour, the employee will receive that part of the negotiated increase which will result in the employee’s new BASE RATE being equal to the new Job Rate of Grade 5.

ARTICLE 22 - PAYMENT OF WAGES

1. Employees shall be paid on a biweekly basis in accordance with established time recording routines. Payment of wages will be made on a scheduled day of work not later than one (1) calendar week after the end of each payroll week.

ARTICLE 23 - CALLED-IN EMERGENCY

1. When an employee is called during off time to report for a work assignment outside the STANDARD DAILY or WEEKLY WORK SCHEDULE, it shall be considered a called-in emergency (except as specified in Paragraph 5). However, when an employee is requested to remain late on a day which he/she has reported for work, or when, prior to leaving work, and the employee is requested to report for work on a subsequent day at either the standard or nonstandard starting time, it shall not be considered a called-in emergency. An employee shall not be required to standby for a call back to work after the termination of regular shift.
2. When an employee is required to make extra trips from residence to place of work and return as a result of a called-in emergency, the employee shall be paid for reasonable time spent traveling both ways. When the called-in emergency does not require extra trips, but does involve reporting earlier than the starting time of the STANDARD DAILY WORK SCHEDULE, reasonable traveling time shall be paid for the trip from the residence to place of work.
3. Total payment for time worked on a called-in emergency including pay for traveling time as specified in Paragraphs 1 and 2 above shall not be less than four (4) hours pay at STRAIGHT TIME. However, if the provisions of ARTICLE 19 (Overtime) apply, the total payment for such time worked including traveling time shall be at the applicable rate but shall not be less than four (4) hours pay at STRAIGHT TIME.
4. When an employee is called during off time and can perform the requested work assignment from their home through the use of an energy management control system or other systems or processes established by the Laboratories for such purpose of performing their work assignment and this call is outside the STANDARD DAILY or WEEKLY WORK SCHEDULE, the employee shall be paid a minimum of one (1) hour or the total time worked, at the applicable rate, whichever is greater. The Laboratories retains the right to determine which employees will be assigned systems access and provide them the necessary equipment to gain access.
5. In applying this ARTICLE and ARTICLE 19 (Overtime) to snow removal activities, the following principles apply:
 - 5.1. When employees are notified before leaving work to report early the following morning for snow removal activities, no travel time will be paid unless the Laboratories announces that tardiness for other employees will be excused because of the heavy nature of the snow. In this latter situation, snow removal crew members will be granted a travel time allowance equal to the amount of time granted other employees as the period of tardiness forgiveness.
 - 5.2. When employees are called at home to report early for snow removal activities, one (1) hour travel time will be paid in addition to the time actually worked. If the Laboratories announces a special tardiness forgiveness for other employees, the

travel time allowance will be increased by the amount of time granted other employees as the period of tardiness forgiveness.

- 5.3. Time paid before the normal starting time as part of snow removal activities is based on time actually worked. There is no tardiness forgiveness period for snow removal.

6. On-call Pay

- 6.1. Management may determine a small number of voluntary employees to be on-call to support the infrastructure of the Laboratories. If there are not enough volunteers, management will designate employees on a seniority basis. The assignment shall be rotated from the list of employees.
- 6.2. Employees on-call will be paid a \$40 flat fee for each twenty-four (24) hour period the employee is on-call. The employee must be on-call for a minimum of fifteen (15) consecutive hours to qualify for payment.
- 6.3. In the event the employee is called and required to respond to an emergency, the employee shall be paid according to all provisions of the Agreement.

ARTICLE 24 - MINIMUM PAY ALLOWANCE

1. An employee who reports at a designated starting time for scheduled work not involving a called-in emergency and who has not been given at least twelve (12) hours advance notice not to report shall be given at least four (4) hours work or paid a minimum of four (4) hours at STRAIGHT TIME except when the provisions of ARTICLE 19 (Overtime) apply. Such minimum hours shall be paid at the applicable rate.
2. The minimum payment provisions of Paragraph 1 above shall not apply in cases where the Laboratories' inability to provide work is due to conditions beyond the control of the Laboratories or where an employee is sent home for disciplinary reasons.

ARTICLE 25 - SHIFT PREMIUM

1. Employees on night shifts (those whose STANDARD DAILY WORK SCHEDULES fall wholly or in part between 6:00 p.m. and 6:00 a.m.) shall be paid a premium for all time worked between 3:00 p.m. and 8:00 a.m. on such shifts.
2. If more than half of the STANDARD DAILY WORK SCHEDULE falls after 11:00 p.m., the premium shall be \$1.25 per hour; otherwise it shall be \$1.00 per hour.

ARTICLE 26 - RECOGNITION AWARDS

1. Managers may recognize significant contributions an employee has made as either part of a team with other employees or individually to the success of the Laboratories' programs.

1.1. Such awards are presented at the discretion of management and will not be subject to the provisions of ARTICLE 10 (Grievance Procedure), or ARTICLE 11 (Arbitration).

2. Production Specialist Skills Acquisition Award

For the life of our General Agreement, Neutron Generator Production Specialist, Grade 8's who have three (3) or more years of internal production experience including mentoring, manufacturing information system proficiency, demonstrated sustained excellent performance for at least two (2) years, and successfully completed Green Belt certification will receive a Skills Acquisition Award sponsored by the Neutron Generator Organization, based on certification in Grade 8 skills in accordance with the criteria listed below. On-the- Job Training (OJT) certification is required to receive additional skills awards.

| Certification | Skills Acquisition Award for 2011 | Skills Acquisition Award for 2012 | Skills Acquisition Award for 2013 |
|------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| OJT** | \$1,000 | \$750 | \$500 |
| OJT + 2 skills | 2,500 | 1,650 | 825 |
| OJT + 3 skills | 3,000 | 2,000 | 1,000 |
| OJT + 4 skills | 3,500 | 2,310 | 1,155 |
| OJT + 5 skills | 4,000 | 2,640 | 1,320 |
| TPM (Total Productive Maintenance) | 1,000 | 750 | 500 |

** Requirements for OJT certification:

- Complete OJT100 or equivalent and become certified to train others, and
- Develop training and evaluation plans specific to work instruction and all associated operating procedures.

Individuals will be assigned training responsibilities at the discretion of management. Training assignments are considered job responsibilities and not elective.

Annually in January, Neutron Generator Production management will determine which Production Specialists will be given the awards.

ARTICLE 27 - VACATIONS

1. Credit Accrual

There are twenty-four (24) vacation accrual periods in a fiscal year. Vacation credits are earned and posted twice monthly. An employee must be in active status on the accrual period end date in order to earn the vacation credit for that period.

- 1.1. Metal Trades Council Represented employees on roll on September 30, 1993, or rehired after October 1, 1993, who were on roll as a regular employee prior to October 1, 1993, shall be credited with a total of sixteen (16) hours of vacation for the month, accrued and posted as eight (8) hours twice monthly.
- 1.2. Metal Trades Council Represented employees hired after September 30, 1993, shall be credited with vacation accrual in accordance with the following schedule:

| Years of Service* | Vacation Credit Accrual Rate |
|---------------------|--|
| Less than 10 | 10 hours per month (5 hours twice monthly) |
| 10 but less than 15 | 12 hours per month (6 hours twice monthly) |
| 15 but less than 20 | 14 hours per month (7 hours twice monthly) |
| 20 or more | 16 hours per month (8 hours twice monthly) |

*Years of Service is defined as service at half-time or more. Metal Trades Council Represented employees scheduled for less than forty (40) but no less than twenty (20) hours per week accrue credit at proportionate ratio of time worked.

- 1.3. Metal Trades Council Represented full-time employees, whose term of employment is ten (10) years or more, are eligible for their entire fiscal year's vacation accrual on October 1 of the fiscal year. Vacation accrual is posted twice monthly subject to the two hundred forty (240) hour maximum.

2. Borrowing Vacation

- 2.1. As defined below, regular employees may borrow vacation before it is posted to the leave balance information page on the Web.
 - 2.1.1. Borrowed vacation is subject to payback at termination (including Leave of Absence, LAYOFF, etc.) if it has not yet been offset with accrued vacation.
- 2.2. Borrowing vacation must be consistent with the needs of the business and subject to the approval of management.
 - 2.2.1. Regular employees may borrow up to forty (40) hours at any point in time.

3. Scheduling Vacations

- 3.1. Vacations shall be scheduled in accordance with the employee's wishes to the extent consistent with the needs of the business and subject to the approval of management, giving due consideration to SENIORITY. Vacations may be taken in fifteen (15) minute increments.
- 3.2. Each employee should take sufficient vacation so that the unused vacation balance does not exceed two hundred and forty (240) hours minus their twice monthly accrual at any given time.
- 3.3. When the accumulated balance equals two hundred and forty (240) hours, vacation will cease to accrue until vacation is used and the balance is reduced to less than two hundred forty (240) hours. To ensure that employees do not forfeit their vacation accruals, the Vacation Usage Deadlines schedule on the Web must be adhered to.
- 3.4. When an employee's vacation includes a paid holiday the holiday is charged in lieu of vacation.
- 3.5. When an employee is unable to begin or complete a vacation due to illness, the absence may be charged to sickness absence. Regular vacation is not permitted immediately following sickness absence without the prior approval of Health Benefits and Employee Services and the employee's Manager.
 - 3.5.1. Rescheduling as provided in Paragraph 3.5 shall be subject to the employee's having furnished, within fifteen (15) consecutive calendar days of the beginning of the illness or injury, a Physician's Certificate of Injury/Illness (PCII) acceptable to the Laboratories' Health Benefits and Employee Services Organization showing satisfactory evidence of inability to have been able to work during the entire period.
 - 3.5.2. Vacation scheduled as provided therein shall be taken after the employee has been approved to return to full-time duty by a Laboratories physician, except that in special circumstances and upon request of the employee, the Laboratories, through the Health Benefits and Employee Services Organization, may permit the employee to take such rescheduled vacation after recovery from the personal sickness or injury but before returning to full-time duty.
- 3.6. If a death occurs in the immediate family of an employee while the employee is on scheduled vacation, the employee may, upon request and with notification to the supervisor, reschedule the remaining portion of such scheduled vacation and be granted absence in accordance with Paragraph 5 of ARTICLE 29 (Pay Treatment for Absences).
- 3.7. Vacation may be used in lieu of sick leave, but sick leave may not be used in lieu of vacation.

Employees may use Vacation, Convertible Vacation, or Purchased Vacation in conjunction with the Sickness Absence after Sickness Absence benefits are exhausted.

Employees charging Vacation in Lieu of Sickness Absence have the same responsibilities as employees charging Sickness Absence.

4. Computation of Vacation Pay

Vacation pay (other than terminal) shall be computed at STRAIGHT TIME based on the employee's BASE RATE and working schedule (excluding overtime) in effect during the vacation absence.

5. Vacation Pay for Metal Trades Council Represented Employees Upon Termination of Employment

5.1. Terminal vacation pay in lieu of unused accrued credits shall become payable to an employee upon termination of employment.

5.2. An employee with ten (10) or more years TERM OF EMPLOYMENT shall be granted, as of the last day worked, the vacation credits which would otherwise be accrued during the balance of the current FISCAL YEAR.

5.3. Terminal vacation pay shall be based on the employee's BASE RATE in effect as of the date of termination.

6. The Vacation Donation Plan (VDP) is an employee-paid plan and is optional. This Plan allows Metal Trades Council Represented employees with unused vacation to donate up to forty (40) hours of vacation to another employee who has an emergency requiring that employee to be away from work and otherwise not be paid.

6.1. Eligibility

All Metal Trades Council Represented employees with at least six (6) months of service are eligible to participate (either as a recipient or a donor). Limited Term Metal Trades Council Represented employees are also eligible as either a recipient or a donor. Other temporary Council represented employees such as students are not eligible as either a recipient or a donor.

6.2. Qualifying Emergency

- Medical emergencies of an eligible employee and/or their immediate family member.
- Called to active military service.
- The post-funeral matters related to the death of an immediate family member not paid for under the appropriate General Agreement.

An employee's immediate family shall be considered the employee's spouse, children, parents, siblings, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step children, foster children, step parents, foster parents, any relative who is a dependent of the employee and anyone who treated the employee as a son or daughter when the employee was under eighteen (18) years old.

6.3. The following must be exhausted before an employee may apply for or receive vacation donation:

- Employees with less than ten (10) years must exhaust current balance. Employees with more than ten (10) years must exhaust FY Projected available balance.
- convertible vacation
- purchased vacation
- and Paid Time Off (PTO) balance

6.4. Donated vacation can be used only by Sandia Corporation employees as described above.

No more than one hundred and sixty (160) hours can be received during a fiscal year. (Employees called to active military service may receive up to 500 hours per tour of duty.) There will be no exceptions to this maximum. Donated vacation MUST be used for "Qualifying Emergencies" only and does not have to be used consecutively, but may be used on an intermittent basis for the same qualifying emergency. Donated vacation may not be used retroactively for any days already taken without pay and may not be received or used after the medical emergency ends or after the post-funeral matters have been handled. Minimum donation request is eight (8) hours.

6.5. Vacation can be donated only to Sandia Corporation employees as described above. An employee may donate up to forty (40) hours vacation (in half-day increments) to any one vacation donation recipient. Vacation will be taken from the vacation donor's account as it is used by the recipient. Vacation cannot be donated to anyone in the employee's direct line of management. A Donation Pool (vacation hours available for Vacation Donation Applicant) may be available based on banked excess hours.

6.6. Applicant's Manager will notify the Vacation Benefits Planner, Health Benefits and Employee Services Organization, of the situation. The applicant's Manager or applicant will complete the application and forward it to the Vacation Benefits Planner, Health Benefits and Employee Services Organization. The application will be reviewed and decision to approve or deny will be made by Health Benefits and Employee Services Organization after all facts are considered and leave balances have been verified. The applicant's Manager will be notified by Health Benefits

and Employee Services Organization of approval or denial and reason. If approved, employees in the requester's Department, then Center, then Division will be notified by the employee's Manager of the special need and donations may be accepted. If there are not enough volunteers, donations may be accepted from outside the Division (with applicant's permission). Benefits and Payroll will handle the procedural details.

6.7. Employees are responsible for:

- appropriate use of "vacation donation;"
- obtaining Manager approval prior to applying for or using donated vacation; and
- ensuring that transactions on the timecard are accurate, appropriate, and consistently recorded.

7. Vacation Buy Plan

7.1. The Vacation Buy Plan is effective on a calendar year basis, with enrollment during the Open Enrollment period.

7.2. A minimum of eight (8) hours up to a maximum of forty-four (44) hours in one (1) hour increments may be purchased on a pre-tax basis. The cost of each vacation hour is the employee's BASE RATE as of the beginning of the calendar year.

7.3. Purchased vacation must be used by the last timecard that is paid in the calendar year. Unused purchased vacation hours will not be carried into the next calendar year and will be sold back in the last paycheck in December at the same rate as purchased. (Due to the pre-tax status of this plan, no corrected timecards containing purchased vacation may be submitted after the last timecard that is paid in the current year.)

7.4. Participation in the plan does not continue into the next calendar year.

7.5. If an Excused Personal Absence (per ARTICLE 29, Paragraph 7) does not cross calendar years, any contributions missed will be made up upon returning from the absence. If an Excused Personal Absence does cross calendar years, contributions to the Vacation Buy Plan end. For any leave of absence greater than thirty (30) days, contributions to the Vacation Buy Plan end. Purchased vacation hours not used will be sold back or if vacation hours are used and not paid for, the employee will be responsible for reimbursing Sandia National Laboratories at the same rate as purchased.

7.6. Upon termination or retirement, purchased vacation hours not used will be sold back or if vacation hours are used and not paid for, the employee will be responsible for reimbursing Sandia National Laboratories at the same rate as purchased.

7.7. Employees are responsible for:

- Appropriate use of purchased vacation charging,
- Obtaining Manager approval prior to scheduling vacation, and
- Ensuring that transactions on the timecard are accurate, appropriate and consistently recorded.

ARTICLE 28 - HOLIDAYS

1. The following shall be recognized as holidays covered by this Agreement:

| | | |
|--------------|------------------|-----------------|
| Memorial Day | Independence Day | Christmas Week* |
| Labor Day | Thanksgiving Day | |

* Christmas Week shall be six (6) STANDARD DAILY WORK SCHEDULES beginning with the day observed as Christmas Day and ending with the day observed as New Year's Day. If Christmas Day falls on Tuesday, the Laboratories may, by notifying the employees and the Council on or before March 1, designate Monday of that week as a non-working day. Likewise, if New Year's Day falls on Thursday, the Laboratories may designate Friday of that week as a non-working day.

2. When a holiday specified in Paragraph 1 above falls on Sunday (or for an employee whose STANDARD WEEKLY WORK SCHEDULE is other than Monday through Friday, on the DAY IN LIEU OF SUNDAY), the first following day within the employee's STANDARD WEEKLY WORK SCHEDULE shall be observed as the holiday.
3. When a holiday specified in Paragraph 1 above falls on Saturday, the preceding Friday shall be observed as the holiday.
4. When a holiday specified in Paragraph 1 above falls on an employee's DAY IN LIEU OF SATURDAY, that calendar day shall be observed as the holiday and the employee, if not scheduled to work on that day, shall be eligible for holiday allowance as specified in Paragraph 6 below.
5. The holiday period shall be the calendar day observed as the holiday, except for shifts crossing midnight, in which case it shall be the twenty-four (24) hour period beginning with the regular starting time on the calendar day observed as the holiday.
6. When, due to the observance of a holiday within an employee's STANDARD WEEKLY WORK SCHEDULE, the employee is not scheduled to work, the employee shall receive a holiday allowance not to exceed eight (8) hours at STRAIGHT TIME for time not worked during his/her STANDARD DAILY WORK SCHEDULE, provided the employee receives pay from the Laboratories for all or part of either scheduled working day preceding or scheduled working day following the holiday, and any absence from scheduled work on either or both such days is excused by the Laboratories. Any hours

not taken will be rolled over into the vacation balance at fiscal year-end. (Vacation Deadline Schedule available on the web.)

7. An employee who is scheduled to work on a holiday observed within his/her STANDARD WEEKLY WORK SCHEDULE but who is absent shall not be paid holiday allowance, except that subject to the provisions of Paragraph 6, holiday allowance shall be paid:
 - 7.1. Provided absence from work on the holiday is due to sickness or accident sustained otherwise than in the course of employment, and such absence is substantiated by a Physician's Certificate of Injury/Illness (PCII) acceptable to the Laboratories and received in the Health Benefits and Employee Services Organization within fifteen (15) consecutive calendar days of the beginning of the absence.
 - 7.2. For the portion of his/her STANDARD DAILY WORK SCHEDULE not worked in the event that while at work on the holiday the employee is sent home by the Laboratories because of sickness or injury.

ARTICLE 29 - PAY TREATMENT FOR ABSENCES

1. General

- 1.1. Before an employee is granted absence with pay under any of the provisions of this ARTICLE, the employee shall submit satisfactory evidence to substantiate the reason for such absence.
- 1.2. It is recognized that there shall be no duplication of payment by the Laboratories for the same period of absence under the provisions of any agreement between the parties.

2. Jury Duty and Other Court Attendance

An employee summoned for jury duty or to serve as a witness (not as a plaintiff or defendant) in a court case which necessitates absence from assigned Laboratories duties within his/her STANDARD WEEKLY WORK SCHEDULE shall be granted pay at STRAIGHT TIME for such absence. Such an employee shall report for regular duties while excused from such attendance in court unless it is impossible or unreasonable to do so.

3. Service as Judges and Clerks of Election

An employee appointed to serve as a judge or a clerk of election in a national, state, or municipal election which necessitates absence from assigned Laboratories duties within his/her STANDARD WEEKLY WORK SCHEDULE may be excused for such absence, consistent with the needs of the business, and when so excused shall be paid for such absence the amount, if any, by which the employee's pay at STRAIGHT TIME exceeds the compensation received for such election board service.

4. Voting Time

An employee, who is a registered voter, shall, upon request, be granted reasonable time off from assigned Laboratories duties to vote on the day of the election in a national, state, municipal, affiliated political party caucus, or tribal election and shall be paid at STRAIGHT TIME for such time lost not to exceed two (2) hours within his/her STANDARD DAILY WORK SCHEDULE.

The employee shall arrange with supervision to take such time off at a time when the polls are open and when it will least interfere with the operation of the business.

5. Absence Due to Death in the Immediate Family

5.1. When a death occurs in the immediate family of an employee and the employee attends the funeral, he/she shall be granted absence with pay at STRAIGHT TIME during the period beginning with the time of notification of the death through the calendar day following the funeral.

5.1.1. If travel of more than two hundred fifty (250) miles is required to attend the funeral, the period of absence may be extended an additional calendar day.

5.1.2. If the deceased is the employee's spouse, son, daughter, mother or father, one (1) day of absence may be granted not more than thirty (30) days subsequent to the funeral to take care of matters relating to the death. This day shall not be in addition to the days granted in Paragraph 5.1.3.

5.1.3. Payment for such time lost within the employee's STANDARD DAILY and WEEKLY WORK SCHEDULES shall not exceed forty (40) STRAIGHT TIME hours (five [5] days).

5.2. An employee's immediate family shall be considered as the employee's spouse, children, parents, siblings, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step children, foster children, step parents, foster parents, any relative who is a dependent of the employee, and anyone who treated the employee as a son or daughter when the employee was under eighteen (18) years old.

6. Paid Time Off

6.1. Full-time regular employees shall accrue forty (40) hours of Paid Time Off credits per fiscal year. Credits for employees hired during the fiscal year will be prorated based on the number of months remaining in the fiscal year (at 3.33 hours per month). Credit for the month of hire will be granted only if the hire date is on or before the sixteenth (16th) of the month. Credits may not be borrowed from subsequent fiscal years.

6.2. Paid Time Off credits may be used by the employee to receive pay during the first twenty-four (24) hours of any personal sickness absence, and for doctor, dental and

vision care appointments and may be used for other necessary absences such as attending to legal matters, court attendance (not otherwise paid for), child's school activities, ill family member's care, and attending the funeral of a friend. It is not intended for activities of a purely personal or social nature. PTO is not to be used as additional vacation.

- 6.3. Paid Time Off credits may be used in fifteen (15) minute increments.
- 6.4. Payment shall be paid, not to exceed the employee's accrued Paid Time Off balance, for time lost within the STANDARD DAILY and WEEKLY WORK SCHEDULE at the employee's STRAIGHT TIME RATE.
- 6.5. Paid Time Off credits not used in the fiscal year in which accrued, may be carried into the following fiscal year but not to exceed eighty (80) hours when combined with the current fiscal year's accrual. Balances in excess of eighty (80) hours shall be paid to the employee no later than thirty (30) days following the end of the fiscal year at his/her BASE RATE at the beginning of the fiscal year in which paid.
- 6.6. Upon termination, accrued credits will be paid at the employee's BASE RATE. When an employee moves to a non-represented classification PTO will be forfeited.
- 6.7. Paid Time Off bank hours will not be used for hospitalization and subsequent period of disability for time absent within the STANDARD DAILY and WEEKLY WORK SCHEDULE during the first twenty-four (24) hours of absence. The employee must be admitted to the hospital for an outpatient surgical procedure or to the hospital as an inpatient. Visits to the emergency room, urgent care, office procedures, etc. will not be included (these events are charged to PTO). An employee shall request that his/her medical provider furnish an acceptable Physician's Certificate of Injury/Illness (PCII) to the Health Benefits and Employee Services Organization within fifteen (15) calendar days of the beginning of an illness or injury and shall make his/her best effort to assure compliance with this requirement. The failure to provide a physician's certificate may lead to the denial of benefits.

7. Unpaid Excused Absences

- 7.1. It is recognized that vacation, paid time off, and holiday absences already account for a significant amount of available working time and, therefore, additional absences, other than personal sickness or those legally required, should be minimized. Accordingly, the following principles will be applied to requests for excused, unpaid absences:
 - 7.1.1. The absence must be for a reason satisfactory to the supervisor and the employee's absence will not interfere with the efficient operation of the business. Excused, unpaid absences should normally be limited to circumstances such as the following:

- Personal Sickness Absence*

- Medical or dental appointment*
- Eye examination*
- Illness in the employee's household*
- Legal matters*
- Court attendance as a plaintiff or defendant*
- Funeral of a close friend or relative*
- Business matters with commercial establishments or governmental agencies which cannot be taken care of outside working hours

* Note: These circumstances will be considered excused, unpaid absences only if the employee has exhausted Paid Time Off credits.

7.2. Any excused absence which is fifteen (15) minutes or more up to and including eight (8) hours may be charged to unpaid excused absence if the employee has not had more than twenty-four (24) hours (three [3] days) of unpaid excused absence time charges in the current FISCAL YEAR and all vacation credits have been exhausted or previously scheduled. With management approval, employees may charge up to one hundred sixty (160) hours in a FISCAL YEAR to unpaid excused absence. Up to sixteen (16) hours may be approved by a team supervisor, seventeen (17) to eighty (80) hours may be approved by a Department Manager, eighty-one (81) to one hundred sixty (160) hours may be approved by the Director.

7.3. Unpaid excused absences will not be granted for activities of a purely personal or social interest. The present liberal vacation plan provides ample opportunity under the provisions of Paragraph 3.1 of ARTICLE 27 (Vacations) for scheduled absences for such activities.

7.4. The use of unpaid excused absence shall not affect in any way the charging of unpaid sickness absence or Paid Time Off in accordance with Paragraph 6. Unpaid excused absences of five (5) consecutive workdays or more granted under Paragraph 1.1 of ARTICLE 34 (Leaves of Absence), commonly referred to as "departmental leave," or unpaid excused absences for absences of less than one (1) hour.

8. Community Service Time Off

8.1. Eligible Employees

8.1.1. Regular full-time employees with at least six (6) months of service are eligible for time off with pay to participate in Community Service activities in accordance with the Laboratories' policy.

8.2. Eligible Activities

- Serving as a Sandia representative for activities related to a governmental agency, the United Way, the Credit Union, or an organization that is designated by the IRS as a Non-Profit 501(c)(3) Agency;
- Serving as an official member of a public board;
- Serving as an appointed or elected official in a federal, state, city, county, pueblo, or similar form of government;
- Participating in a Sandia-sponsored educational outreach program as an instructor, mentor, science fair judge, or tour-guide; and
- Participating in emergency rescue efforts.

8.3. The Laboratories shall have the unilateral right to modify the eligibility for employees or activities of the Community Service policy. Such modification shall not discriminate against employees represented by the Council.

ARTICLE 30 - PAYMENT FOR ABSENCE DUE TO PERSONAL SICKNESS

1. General

- 1.1. The employee shall notify his/her supervisor by the beginning of the work schedule on the first day of absence when sick and unable to work. Whenever practicable, such notification will be made personally by the employee to the supervisor. During the balance of the illness, the employee will keep his/her supervisor informed on a frequent basis, normally every other workday, or as instructed by the supervisor.
- 1.2. A Physician's Certificate of Injury/Illness (PCII) acceptable to the Health Benefits and Employee Services Organization shall be presented in all cases of sickness absence of five (5) consecutive workdays, seven (7) consecutive calendar days or more, certifying that the employee was under the appropriate health care provider's care and was unable to work in any capacity during the period of absence. This certificate must be received by the Health Benefits and Employee Services Organization within fifteen (15) consecutive days after the first day of absence and, on lengthy absences, additional Physician's Certificate of Injury/Illness (PCII), acceptable to the Health Benefits and Employee Services Organization, shall be required periodically as determined by the Health Benefits and Employee Services Organization.
- 1.3. The Laboratories may require the employee to furnish an acceptable Physician's Certificate of Injury/Illness (PCII) for sickness absence of less than the limits in Paragraph 1.2 of this ARTICLE if deemed appropriate by the Health Benefits and Employee Services Organization. In such a case, the employee will be notified of the requirement.

- 1.4. No sickness absence payment shall be made for any such time for which holiday allowance or Energy Conservation Day allowance is paid.
- 1.5. Failure to submit a Physician's Certificate of Injury/Illness (PCII) acceptable to the Health Benefits and Employee Services Organization within fifteen (15) consecutive calendar days from the beginning of the absence, when required to do so, may result in denial of benefits.
- 1.6. Payment, when paid, shall be based on the employee's STRAIGHT TIME RATE in effect on the first day of sickness absence.
- 1.7. Once an employee returns to work at his/her STANDARD WORK SCHEDULE and has one (1) complete timecard week without any sickness absence charge, any subsequent sickness absence is considered a new absence and begins a new twenty-four (24) hour limit.

2. Payment for Absence

- 2.1. An employee absent because of personal sickness for any period of more than twenty-four (24) hours shall, beginning on hour twenty-five (25) of such absence, be paid up to one thousand forty (1,040) hours at full pay, in addition to, but without duplication of, payments made under ARTICLE 29, Paragraph 6.
 - 2.1.1. During the first four (4) consecutive weeks of absence under this Paragraph 2.1, payment shall be at STRAIGHT TIME based on the employee's BASE RATE and working schedule (not including overtime) in effect on the first day of sickness absence.
 - 2.1.2. Beginning with the start of the fifth week of such absence, payment shall be based on the employee's BASE RATE in effect on the first day of sickness absence.
 - 2.1.3. Full pay shall be computed at one hundred percent (100%) of STRAIGHT TIME or BASE RATE, whichever is applicable.
 - 2.1.4. Vacation in lieu of sick, Paid Time Off in lieu of sick, unpaid absence due to sickness, or a project/task number are the only charges that can be charged on any day in which sickness absence is charged under the provisions of Paragraph 2.1 of this ARTICLE.
- 2.2 Eligibility to the Period of Payment specified in Paragraph 2.1 above shall be restored in full only after the employee has worked his/her STANDARD DAILY and WEEKLY WORK SCHEDULE for a period of ninety (90) consecutive calendar days. This period shall start with the day the employee returns to work full time following the personal sickness absence. In computing such period of ninety (90) consecutive calendar days, there shall be included all time worked and all full-time absent for the following reasons:

- Saturdays and Sundays
 - Holidays and Energy Conservation Day
 - Vacations, excluding vacation in lieu of sickness absence
 - Absences per ARTICLE 29 (Pay Treatment for Absences), per ARTICLE 32 (Occupational Disability Pay), and per ARTICLE 33 (Peacetime Training and Local Emergency Service with the Armed Forces)
 - Temporary interruptions of service (see definitions of LAYOFF in ARTICLE 3 [Definition of Terms])
 - Absence for any other reason except personal sickness absence
3. In the event of an additional period or periods of personal sickness absence under the provisions of Paragraph 2.1 above, before restoration of eligibility under Paragraph 2.2 above, an employee shall be paid the remaining unused portion of his/her Period of Payment.

ARTICLE 31 - ENERGY CONSERVATION DAY

1. Energy Conservation Day is a day in which normal operations of the Laboratories will be curtailed to the maximum extent practicable. On or before October 1 of each year, the Laboratories designates one (1) day during the succeeding FISCAL YEAR as Energy Conservation Day. The Laboratories has designated the following days as Energy Conservation Day for the term of this Agreement:

- Friday, January 2, 2015
- Friday, November 27, 2015
- Friday, November 25, 2016

Should these dates change, the Laboratories shall notify the Union as soon as practicable.

2. Each employee on roll the day before Energy Conservation Day who is not required to work on Energy Conservation Day shall be paid for the day at STRAIGHT TIME provided he/she is on the active payroll of the Laboratories on that day.
3. An eligible employee who is absent with pay on Energy Conservation Day for reasons other than observing it as Energy Conservation Day will have it rescheduled only if the absence is for vacation.
4. An employee who is required to work on Energy Conservation Day shall, prior to Energy Conservation Day, elect to schedule or not to schedule another day in lieu thereof.

5. An employee who elects not to schedule another day in lieu of Energy Conservation Day shall be paid at DOUBLE TIME AND ONE HALF for time worked on Energy Conservation Day.
6. An employee who elects to schedule another day in lieu of Energy Conservation Day shall be paid at STRAIGHT TIME for time worked on Energy Conservation Day.
 - 6.1. The Laboratories shall designate the period in which the day in lieu of Energy Conservation Day may be taken by such employee. The period shall be during the FISCAL YEAR and consist of at least four (4) months which need not be consecutive.
 - 6.2. Choice of the day in lieu of Energy Conservation Day shall be in accordance with the employee's wishes to the extent consistent with the needs of the business, giving due consideration to SENIORITY.
 - 6.3. If an employee, for whatever reason, fails to observe a day in lieu of Energy Conservation Day within the designated period for rescheduling, the day in lieu of Energy Conservation Day shall be credited for use at a later date.
7. If the Laboratories determines that a day in lieu of Energy Conservation Day cannot be rescheduled for any eligible employee or group of employees assigned to work on Energy Conservation Day, each such employee shall be paid at DOUBLE TIME AND ONE HALF for time worked on Energy Conservation Day.

ARTICLE 32 - OCCUPATIONAL DISABILITY PAY

1. An employee who, in the opinion of the Health Benefits and Employee Services, is temporarily unable to work because of job-incurred illness or job-incurred injury (which is not purposely self-inflicted, or due to willful misconduct or refusal to use prescribed safety equipment) shall be paid compensation under the New Mexico State Workers Compensation Act plus an amount necessary to net the employee his/her pay, after taxes, based on STRAIGHT TIME wages for time lost from his/her STANDARD WEEKLY WORK SCHEDULE at the time disability commenced until the Health Benefits and Employee Services Organization concludes that the employee is able to return to work or that the disability will continue indefinitely. Any compensation paid by the Laboratories shall not exceed one thousand forty (1,040) hours within a one (1) year period beginning with the date of injury. In no event will the Laboratories pay compensation beyond the one (1) year period beginning with the first day of injury. The employee may continue to receive state Workers' Compensation benefits for which the employee is entitled after the compensation paid by the Laboratories is exhausted. The regular employee may elect, if applicable, to apply for the Laboratories' Long Term Disability Plan to maximize their benefit for an occupational disability. Employees will not be eligible for sickness absence benefits payable under ARTICLE 30 (Payment for Absence Due to Personal Sickness) if they have exhausted the benefits provided for under this ARTICLE. The determination that the disability will continue indefinitely shall not normally be made in less than six (6) months from the date disability commenced. The

determination shall be made not later than at the end of one (1) year of disability except in unusual circumstances where the Laboratories and the Council agree on an extension. Absence by reason of such disability shall be charged against sickness absence payments provided under ARTICLE 30 (Payment for Absence Due to Personal Sickness).

2. The Laboratories' obligation to make disability payments under this ARTICLE shall be conditioned upon a determination by its Third Party Administrator as to the facts and duration of the employee's inability to work as the result of a job-incurred illness or job-incurred injury. If the employee disagrees with such determination, he/she shall have the right to challenge such determination by filing a grievance initially to Step 3 in accordance with ARTICLE 10 (Grievance Procedure). The matter may also be referred to arbitration in accordance with ARTICLE 11 (Arbitration). In the processing of the grievance, the employee shall have the right to present any relevant evidence, including the findings of a personal physician.

ARTICLE 33 - PEACETIME TRAINING AND LOCAL EMERGENCY SERVICE WITH THE ARMED FORCES

1. General

- 1.1. Consistent with the needs of the business, on roll regular employees may be granted absence for training with the Armed Forces as provided in this ARTICLE. Employees shall be granted absence where there are applicable laws which require release of employees for such training.
- 1.2. Before absence is granted under this ARTICLE, an employee shall furnish official evidence that he/she has been ordered to duty.

2. Local Emergency Service

- 2.1. An employee who is a member of the National Guard, State Guard, or of the Naval Militia when ordered out for active local emergency service may be granted absence for such service.
- 2.2. An employee granted absence for such service will receive pay at his/her STRAIGHT TIME rate for such time lost from assigned Laboratories duties within the STANDARD DAILY WORK SCHEDULE not to exceed eleven (11) STANDARD DAILY WORK SCHEDULES (eighty-eight [88] hours) in any one (1) FISCAL YEAR.

3. Annual and Intermittent Training

- 3.1. An employee who is a member of the National Guard, State Guard, Naval Militia, or Reserve Components of the Armed Forces may be granted absence when ordered to active duty for annual training or for special training of one (1) month or less. An employee may be granted absence for intermittent training upon

presentation of official evidence that such training cannot be obtained outside of scheduled Laboratories work periods.

- 3.2. An employee granted absence for such training will receive pay at his/her STRAIGHT TIME RATE for such time lost from assigned Laboratories duties within the STANDARD DAILY WORK SCHEDULE not to exceed in the aggregate the equivalent of eleven (11) STANDARD DAILY WORK SCHEDULES (eighty-eight [88] hours) in any one (1) FISCAL YEAR for either annual training, special training or intermittent training, or a combination of these.

4. Extended Periods of Training

An employee desiring to participate in training with the Armed Forces for a period of thirty (30) calendar days or less, in addition to the period for which pay was granted under the provisions of Paragraphs 2 and 3 above, may be excused for such additional absence without pay, with credit in SENIORITY for time absent.

5. Draft Registration

On roll regular employees may be granted reasonable time off with pay at their STRAIGHT TIME rate for time lost within their STANDARD DAILY WORK SCHEDULE when required to register for the draft or to report for any ordered physical examination to determine their eligibility for service or continued service in the Armed Forces.

6. Active Duty

An employee of the Laboratories who is serving in the Uniformed Services, as such service is covered by the Uniformed Service Employment and Reemployment Rights Act (USERRA), will receive pay for any vacation and Paid Time Off that he/she has accrued before the commencement of service unless the employee requests otherwise prior to the employee leaving Sandia. He/she will continue to accrue vacation and PTO while on Military active duty, as long as they are on roll. In addition, the employee will receive credit for such service towards his/her TERM OF EMPLOYMENT and BARGAINING UNIT SENIORITY. For such service to be credited for the above-mentioned purposes, the employee must report back to the Laboratories within ninety (90) days after completion of his/her period of service unless a greater time for notice/reporting is required by law.

ARTICLE 34 - LEAVES OF ABSENCE

1. Excused Personal Absence

- 1.1. The Laboratories may, upon request, excuse an employee from work for personal reasons for a reasonable length of time (not to exceed thirty [30] calendar days) without pay and with credit in SENIORITY for the period of excused absence provided the reason therefore is satisfactory to the Laboratories and the employee's absence will not interfere with the efficient operation of the business.

2. Personal Leaves of Absence

- 2.1. The Laboratories may, upon receipt of a written request by an employee stating the period of absence requested and the reason therefore, grant such employee a Leave of Absence for personal reasons for a period in excess of thirty (30) calendar days but not normally in excess of six (6) months provided the reason is satisfactory to the Laboratories, the employee intends to return to work, and such absence will not interfere with the efficient operation of the business. A Personal Leave of Absence may be taken for the reason of furthering the employee's education in a field that would enhance employability and may be extended up to twelve (12) months.
- 2.2. Such Leave of Absence shall be as follows:
 - Without Pay and off roll,
 - With credit in SENIORITY for the first ninety (90) consecutive calendar days of absence on such Leave, and
 - With eligibility to continued coverage under and pursuant to the Group Term Life Insurance Plan.
- 2.3. An employee on such Leave of Absence shall maintain coverage under the Medical Plans, the Dental Plan, the Vision Care Plan, the Dependent Group Life Plan, the Voluntary Group Accident Plans, and the Voluntary Term Life Plan, provided the employee transmits to the Laboratories the premiums necessary to maintain coverage during the period of such Leave based upon the premium rates applicable at the effective date of such Leave. Such premiums shall be subject to subsequent adjustment.
- 2.4. An employee on such Leave of Absence shall retain all coverage and rights under the Retirement Income Plan to the extent and in the amount to which eligible on the effective date of Leave.
- 2.5. The Leave of Absence shall be automatically terminated and SENIORITY broken if and when the employee departs materially from the purpose for which the Leave was granted or makes application for unemployment compensation benefits without first applying for reinstatement.

3. Consideration Following Expiration of Leave of Absence

- 3.1. Upon return from Leave of Absence, before or not later than the day following the expiration date of the Leave, an employee shall be reinstated to the same position held at the time such Leave of Absence began or a comparable position subject to the provisions of ARTICLE 38 (Seniority and Movement of Personnel) and subject to compliance with security regulations and physical requirements of the Laboratories.

3.1.1. If an employee, for causes satisfactory to the Laboratories, furnishes satisfactory evidence of inability to return to work on the day following expiration of the Leave, consideration will be given to extend the Leave for an additional period up to thirty (30) calendar days.

3.1.2. If an employee because of personal sickness or injury is unable to return to work on the day following expiration of the Leave of Absence and, prior to the expiration of the Leave, furnishes satisfactory evidence in the form of a Physician's Certificate of Injury/Illness (PCII) of such inability, as determined and approved by the Health Benefits and Employee Services Organization, then the person shall be brought back on roll and allowed to utilize personal sickness benefits as stated within ARTICLE 30 (Payment for Absence Due to Personal Sickness).

3.2. Upon reinstatement, the employee shall be placed on the payroll at the BASE RATE received when such Leave began adjusted for any changes in wage level made during the period of absence. Adjustments shall also be made for any changes in occupation or job grade level.

4. Child Care Leave of Absence

Employees who have just completed a period of disability associated with childbirth and which the disability period did not extend beyond twelve (12) months following delivery qualify for this Leave. Employees who have not completed a disability associated with childbirth must provide satisfactory evidence of a direct association with the child to qualify for the Leave. "Direct association" means a natural, adoptive, or foster father or mother.

4.1. Maximum Period of Leave

This leave may be granted for a maximum period of up to twelve (12) months from date of delivery or placement of the child. The starting date will generally be at the end of the period of sickness disability benefits under the provisions of ARTICLE 30 (Payment for Absence Due to Personal Sickness) of the General Agreement between the parties, which period was associated with childbirth. In the event that there is no previous period of disability associated with childbirth or such previous period was followed by a period of work, the starting date of the Leave, with the approval of the Laboratories, will be at such time an employee who meets the eligibility requirements for such a Leave request.

4.2. Insurance Premiums

An eligible employee on Child Care Leave of Absence shall continue medical coverage, dental coverage, and vision coverage for the first twelve (12) weeks provided the employee's premium share necessary to maintain such coverage during the period of the Leave are transmitted to the Laboratories. Such premium shall be based on the premium rates applicable at the effective date of such Leave, but shall be subject to subsequent adjustment. Group Term Life Insurance coverage

will continue for one (1) year. The employee may maintain coverage under the Dependent Group Life Plan, the Voluntary Group Accident Plans, and the Voluntary Term Life Plan, provided the employee transmits to the Laboratories the premiums necessary to maintain coverage during the period of such Leave based upon the premium rates applicable at the effective date of such Leave. Such premiums shall be subject to subsequent adjustment.

4.3. Service Credit

Employees granted Child Care Leaves of Absence shall receive credit in SENIORITY for the first thirty (30) days of leave if they return to work. There shall be no double crediting of SENIORITY for the same period. Regardless of the number of leaves or extensions of leave(s) granted hereunder, credit in SENIORITY for only one (1), thirty (30) day period will be granted during a twelve (12) month period.

4.4. Vacation and Paid Time Off

Employees will take their Vacation and Paid Time Off accruals for which eligible and not used prior to the beginning of the Leave. Purchased Vacation that they have paid for but not used, prior to the beginning of Leave can also be used. Vacation/PTO balances will be paid out automatically.

4.5. Reinstatement

Employees granted such Leaves shall be entitled to guaranteed reinstatement to the same job or one of similar status and pay up to twelve (12) months following the date of birth of the natural child or date of adoption or placement of a foster child. If, upon application for reinstatement prior to the end of the twelve (12) month period following delivery, adoption, or custody of foster child, a position of like status and pay for which the employee is qualified is not available, reinstatement may be deferred until a position is available, but, in no case shall reinstatement be deferred beyond twelve (12) months following delivery, adoption, or custody of foster child. Reinstatement shall, however, be subject to the provisions of Paragraph 10.4 of ARTICLE 38 (Seniority and Movement of Personnel) of the General Agreement between the parties and to compliance with security regulations of the Laboratories.

5. Family and Medical Leave Act (FMLA)

- 5.1. The Laboratories will provide for an eligible employee, one employed for one (1) year or more and who has worked at least 1,250 hours in the twelve (12) month period preceding the leave and who had not already taken the leave, FMLA job protected leave upon knowledge and receipt of required documentation stating the period of absence requested and the reason therefore, grant such employee a qualifying FMLA leave for a period not normally in excess of twelve (12) weeks to care for his or her own serious illness or a seriously ill spouse, parent, or dependent son, or daughter of the employee. FMLA to care for a seriously ill family member

will provide the employee the option to take the FMLA unpaid or to utilize vacation or Paid Time Off (PTO).

6. Family Care Leave of Absence (FCLA)

6.1. The Laboratories may, upon written request of an employee, employed for one (1) year or more and who has worked at least one thousand two hundred fifty (1250) hours in the twelve (12) month period preceding the Leave, stating the period of absence requested and the reason therefore, grant such employee a qualifying FCLA Leave for a period not normally in excess of twelve (12) weeks to care for a seriously ill spouse, son, daughter, or parent of the employee. A non-FMLA qualifying FCLA Leave for a period not normally in excess of twelve (12) months may be taken to care for a seriously ill or injured spouse, parent, son, daughter, mother-in-law, father-in-law, sibling, or parent-like relation. Leaves greater than twelve (12) weeks are only granted when the needs of the business allow.

6.2. Such a leave shall be as follows:

- Without Pay
- With credit in SENIORITY for the first ninety (90) consecutive calendar days of absence on such leave
- With eligibility to continue coverage under and pursuant to the Group Term Life Insurance Plan.

6.3. An employee on such Leave of Absence shall maintain coverage under the Medical Plans, the Dental Plan, the Vision Care Plan, the Dependent Group Life Plan, the Voluntary Group Accident plans, and the Voluntary Term Life Plan, for the first twelve (12) weeks provided the employee transmits to the Laboratories the premiums necessary to maintain coverage based upon the premium rates applicable at the effective date of such leave. Such premiums shall be subject to subsequent adjustment.

6.4. An employee on a FCLA leave shall retain all coverage and rights under the Retirement Income Plan to the extent and in the amount to which eligible on the effective date of the leave.

6.5. The FCLA leave shall be automatically terminated and SENIORITY broken if and when the employee departs materially from the purpose for which the Leave was granted or makes application for unemployment compensation benefits without first applying for reinstatement.

6.6. Vacation and Paid Time Off

Employees will take their vacation and Paid Time Off accruals for which eligible and not used prior to the beginning of the Leave. Purchased vacation that they have

paid for but not used, prior to the beginning of Leave can also be used. Vacation/PTO will be paid out automatically.

6.7. Consideration Following Expiration of FCLA Leave

6.7.1. Upon return from FCLA Leave of Absence, before or not later than the day following the expiration date of the Leave, an employee shall be reinstated to the same position held at the time such Leave of Absence began or a comparable position subject to the provisions of ARTICLE 38 (Seniority and Movement of Personnel) and subject to compliance with security regulations and physical requirements of the Laboratories.

6.7.1.1. If an employee, for causes satisfactory to the Laboratories, furnishes satisfactory evidence of inability to return to work on the day following expiration of the Leave, consideration will be given to extend the Leave for an additional period up to thirty (30) calendar days.

6.7.1.2. If an employee because of sickness or injury is unable to return to work on the day following expiration of the Leave of Absence and, prior to the expiration of the Leave, furnishes satisfactory evidence in the form of a Physician's Certificate of Injury/Illness (PCII) of such inability as determined and approved by the Health Benefits and Employee Services Organization then the person shall be brought back on roll and allowed to utilize personal sickness absence benefits as stated within ARTICLE 30 (Payment for Absence Due to Personal Sickness).

6.7.2. Upon reinstatement, the employee shall be placed on the payroll at the BASE RATE received when such Leave began adjusted for any changes in wage level made during the period of absence. Adjustments shall also be made for any changes in occupation or job grade level.

7. Grievance and arbitration shall be limited to the eligibility of employees for reinstatement pursuant to this policy. Such grievances must be presented to the Laboratories within thirty (30) days after the occurrence which gave rise to the grievance. Such grievances may be filed at Step 3 of ARTICLE 10 (Grievance Procedure) of the Agreement and, if not adjusted thereunder, may be submitted to arbitration as provided in such Agreement.

8. For other Leaves of Absence, please contact Health Benefits and Employee Services.

ARTICLE 35 - PENSION, SAVINGS, GROUP LIFE AND GROUP ACCIDENT INSURANCE PLANS

1. During the term of this Agreement, no change may be made without the consent of the Council in the existing pension plan and the Group Term Life and Group Accident Insurance Plan between the Laboratories and the carrier (except changes which may be made by the carrier unilaterally under its respective provisions) which would reduce or diminish the benefits or privileges provided thereunder for employees in the bargaining unit.
2. Any claim that such benefits or privileges have been reduced or diminished may be processed under ARTICLE 10 (Grievance Procedure), and if not resolved thereunder by the parties, may be submitted to arbitration in accordance with the provisions of ARTICLE 11 (Arbitration); but in any such case, any action or decision of the Laboratories shall be controlling unless shown to have been discriminatory or in bad faith, and only the question of discrimination or bad faith shall be subject to the grievance procedure or arbitration.
3. Pension Plan

This will confirm our agreement during 2011 negotiations concerning the Pension Security Plan. For the period of this Agreement, the pension band values are adjusted for employees represented by the Council who retire or terminate on or after October 1, 2014, as follows:

| Band | Job Classification | Value for Employees On 12/31/12 |
|-------------|---------------------------|--|
| 101 | Grade 1, Grade 2 | \$43.67 |
| 103 | Grade 3 | 47.39 |
| 105 | Grade 4 | 51.03 |
| 106 | Grade 5 | 52.92 |
| 107 | Grade 6 | 54.80 |
| 109 | Grade 7 | 58.50 |
| 110 | Grade 8 | 60.30 |
| 115 | AMTTP | 69.52 |
| 119 | Trades 2 | 76.90 |
| 122 | Trades 1 | 82.43 |

Employees hired after June 30, 2010, are not eligible to participate in the Pension Security Plan or Retirement Income Plan. Employees re-hired after June 30, 2010, are not eligible for new benefit accruals from the Pension Security Plan or Retirement Income Plan.

On January 1, 2013, the Sandia Corporation Pension Security Plan merged into the Sandia Corporation Retirement Income Plan. After the date of the merger, a covered

employee's pension benefit will be determined by the terms of the Retirement Income Plan. In no event will a covered employee's benefit under the Retirement Income Plan after the merger be less than the benefit that employee was entitled to from the Pension Security Plan on the day before the merger.

4. Sandia Corporation Savings and Security Plan

This will confirm our understanding with respect to Metal Trades Council represented employees that the Sandia Corporation Savings and Security Plan will be continued as set forth below:

4.1 PLAN

Effective June 1, 1993, Sandia created the Sandia Corporation Savings and Security Plan for eligible employees. All existing balances in the AT&T Long Term Savings and Security Plan were transferred to the Sandia Corporation Savings and Security Plan. Sandia made the Sandia Corporation Savings and Security Plan available to Council represented employees in accordance with the current terms and provisions of the plan and as subsequently amended. Effective July 1, 2009, the plan was amended to implement a Roth 401(k) account, and to allow non-spousal beneficiaries to rollover account balances to an IRA. As soon as practical in 2012, offer investment advice services, including Online Advice and Professional Management, as provided by Financial Engines.

No later than January 1, 2013, merge the Savings and Security Plan into the Sandia Corporation Savings and Income Plan.

In addition to the Saving Plan benefits provided to current employees, employees hired or rehired on or after July 1, 2010:

- are eligible to receive a company matching contribution equal to sixty-six and two-thirds percent (66-2/3%) of the first six percent (6%) of pay contributed by the participant immediately upon participation in the plan;
- will automatically receive a service-based contribution of six percent (6%) of eligible pay for the first fourteen (14) years of service and seven percent (7%) of eligible pay for fifteen (15) or more years of service, subject to a three (3) year vesting requirement;
- will be defaulted into the target retirement date fund based on their sixty-fifth (65th) birthday if they do not make an affirmative investment election;
- are not eligible to participate in the Sandia Corporation Pension Security Plan.

4.2. EMPLOYEE CONTRIBUTIONS

The Sandia Corporation Savings and Security Plan shall allow eligible employees to make basic contributions in increments of one percent (1%) of their eligible earnings.

The minimum basic contribution is two percent (2%) and the maximum basic contribution is six percent (6%). Any on roll employee will be immediately eligible to contribute without company match for the first (1st) year of employment.

If an employee has elected the maximum basic contribution then that employee may also make supplemental contributions. An employee's total contributions – basic and supplemental – cannot exceed such amount as may be established by Sandia in compliance with IRS requirements.

4.3. LABORATORIES CONTRIBUTIONS

Sandia shall contribute on behalf of each of its participating employees who have at least one (1) year of service an amount equal to sixty-six and two-thirds percent (66-2/3%) for each dollar contributed to the plan for a basic pay period contribution.

4.4. INVESTMENT OPTIONS

The Sandia Corporation Savings and Security Plan shall permit eligible employees to invest their contributions and company match as described and periodically updated in the Summary Plan Description.

Note: Sandia may add to or delete investment options from this list.

Eligible employees can direct contributions and Company match all to one (1) option or to any combination of the funds in one percent (1%) increments.

4.5. CHANGES IN CONTRIBUTIONS OR INVESTMENTS

Eligible employees can change the amount or type of their contributions on any business day. Eligible employees can also change their investment direction for future contributions and exchange all or part of existing fund balances into other investment funds in one percent (1%) increments on any business day. Sandia and Fidelity reserve the right to restrict individual trading privileges.

4.6. VESTING

Eligible employees will become vested in their Company match immediately.

4.7. LOANS

Eligible participants who request a loan from the Sandia Corporation Savings and Security Plan, will be charged a \$35 processing fee and \$3.75 will be deducted from their accounts for each calendar quarter that the loan is outstanding. These fees are subject to change by Fidelity. Up to two (2) loans are permitted at any given time.

4.8. IN-SERVICE WITHDRAWALS

Withdrawals of account balances while still employed will be limited to four (4) per year.

4.9. DISTRIBUTIONS

Employees with an account balance in the Sandia Corporation Savings and Security Plan who terminate employment for reasons other than retirement with a Service or Disability pension will have the same flexibility in exchanging investment fund balances as an active employee.

4.10. REQUIRED DISTRIBUTIONS

Employees who terminate employment will have their account balances rolled into an IRA or immediately distributed to them if the value of their account is \$5,000 or less. (Note: the rollover requirement is legally driven.) If the balance at termination is \$1,000 or less, the account balance will then be distributed. Employees who have attained age seventy and one half (70-½), and who continue to work for Sandia National Laboratories, may defer their minimum mandatory distributions until after they retire.

4.11. CATCH-UP CONTRIBUTIONS

Effective October 2005, if an eligible employee is age fifty (50) or older, that employee can contribute, on a pre-tax basis, an additional catch-up contribution subject to annual IRS limits and restrictions. This election must be made separately from the regular contributions and may range from one percent (1%) to sixty percent (60%) of eligible earnings until the IRS limit for that year is reached. There will be no company match on the catch-up contribution amounts.

ARTICLE 36 - HEALTH INSURANCE PLANS AND BENEFITS PROGRAMS

1. Bargaining Unit Employees may participate in the Laboratory sponsored benefits plans that are currently offered for non-bargaining unit employees, including the Employee Assistance Plan (EAP), on the same-basis as those plans are currently offered to non-union employees. To the extent that the Laboratory shall make any changes to these benefit plans for non-union employees, including, but not limited to changes to cost, coverage and/or benefit design, such changes shall likewise be passed through to bargaining unit employees on the same-basis including, but not limited to improvements, modifications, changes to plans and/or employee premiums to these plans at any time, both during the term of this Agreement and after its expiration during the time period before any new successor bargaining agreement or good faith bargaining impasse is reached. Any total elimination and/or removal of a benefit or plan contemplated will only be a result of the Laboratory no longer offering the specific plan. If and when these situations arise, the Laboratory will notify the Council prior to taking such action.
2. The yearly increases in the premium contributions for the medical plans will be capped at no more than eight percent (8%) from the previous year's premium contributions for the life of the Agreement.

3. Long Term Disability:

All non-occupational and job incurred disabilities are covered by the Long Term Disability Plan.

4. Other Employee Purchased Options:

- Long Term Disability Plus – Effective 1/1/96 employees were provided the opportunity to purchase an additional ten percent (10%) or twenty percent (20%) of Long Term Disability coverage. The premiums are based on the experience of the plan. If an individual did not enroll during the open election period, enrollment requires proof of insurability.

5. Work and Family Issues:

The following work and family benefits continue to be available:

- Pretax Day Care Spending Account: Employees may elect to save from \$100 to \$5,000/year pretax for reimbursement of day care expenses.
- Pretax Health Care Flexible Spending Account (FSA): Employees may elect to save from \$100 to \$2,550 year pretax for reimbursement of health care expenses. For the details of the plan provisions, refer to the SPD.
- Child Care Leave and Family Care Leave (care of a seriously ill family member) one (1) year (without pay) with guaranteed reinstatement and continuation of the Laboratories-paid portion of medical/dental/vision coverage for the first twelve (12) weeks. Laboratories paid Group Term Life Insurance coverage will continue for one (1) year.
- Reimbursement of up to \$2,000 for certain expenses associated with legal adoption of a minor.
- Child, elder care and other resource and referral services.

6. Group Term Life Insurance:

- Effective 1/1/07, employees will be provided Group Term Life Insurance benefits equal to one (1) time annual base pay.
- Effective 1/1/07, employees will not be provided Accidental Death & Dismemberment (AD&D) benefits under the Group Term Life Insurance Plan.
- Employees hired on or after 1/1/07 will not be eligible for post-retirement life insurance benefits under the Group Term Life Insurance Plan.
- Employees who retire after December 31, 2006, and before January 1, 2009, further reduce Sandia provided life insurance coverage to one (1) times annual base pay, reduced by ten percent (10%) per year for five (5) years beginning at age sixty-six

(66), resulting in an ultimate maximum benefit of half annual base pay at age seventy (70) and thereafter. Employees who retire after December 31, 2008, and who were on roll on, or prior to, December 31, 2006, further reduce Sandia provided life insurance coverage to one (1) times annual base pay with a maximum of \$50,000, reduced by ten percent (10%) per year for five (5) years beginning at age sixty-six (66), resulting in an ultimate maximum benefit of \$25,000 at age seventy (70) and thereafter.

7. Pre-Medicare Retiree Medical:

Medical Care Choices: Effective January 1, 2012, employees hired or rehired prior to July 1, 2010, and who retire on or after January 1, 2010, will have one (1) plan design option when seeking medical care called the Sandia Total Health. Sandia Total Health will offer either the Presbyterian Health Services Network or the Lovelace Health Systems Network, or both. One (1) of the Sandia Total Health Plans will have an additional provider network called the Sandia Health Partner Network. For the details of the plan provisions, refer to the applicable Sandia Total Health program summaries. The Sandia Total Health includes a prescription drug benefit.

8. Effective January 1, 2012, Class II dependents who are or become Medicare eligible will no longer have medical coverage through Sandia.

9. Premium Sharing: Employees hired or rehired on or after July 1, 2010, will be eligible for retiree pre-Medicare medical on an access only basis upon retirement, if they have met the age and service requirements. Medical and dental coverage terminate upon the retiree becoming eligible for Medicare.

10. Employees hired or rehired on or after July 1, 2010, and subsequently terminate Sandia under approved Long Term Disability status, will be eligible for pre-Medicare medical coverage on an access only basis. Medical coverage terminates upon the LTD terminnee becoming eligible for Medicare.

11. Employees hired or rehired prior to July 1, 2010, and retire on or after January 1, 2012, and are pre-Medicare, will receive a monthly “capped” subsidy amount, based on term of employment, to be used towards both Sandia-sponsored medical and dental coverage. This monthly “capped” subsidy amount will not change year to year. As health care premium rises, pre-Medicare retirees will pay the difference between the premiums and the monthly “capped” subsidy amount.

| Years | Retiree only | Retiree + One (1) | Retiree + Two (2) or more |
|-------|--------------|-------------------|---------------------------|
| 30+ | \$700 | \$1400 | \$2100 |
| 25-29 | \$661 | \$1322 | \$1983 |
| 20-24 | \$583 | \$1166 | \$1749 |
| 15-19 | \$506 | \$1012 | \$1518 |
| 10-14 | \$428 | \$856 | \$1284 |

12. Employees hired, or rehired, prior to July 1, 2010, and who retire on or after January 1, 2012, and are Medicare eligible, will receive Your Spending Account (YSA) credit, based on term of employment, to be used towards the purchase of individual: Medicare Part D plans, Medigap plans, Medicare Advantage plans and/or Sandia-sponsored Dental Care plans. This YSA credit will increase annually by fifty percent (50%) of the health care component of the Consumer Price Index. The YSA credit for 2015 will be up to the following maximums (if you retire mid-year, your YSA credit will be prorated):

| Years | Retiree only | Retiree + One (1) |
|-------|--------------|-------------------|
| 30+ | \$2207 | \$4414 |
| 25-29 | \$2081 | \$4162 |
| 20-24 | \$1841 | \$3682 |
| 15-19 | \$1602 | \$3204 |
| 10-14 | \$1350 | \$2700 |

13. Benefits Review Committee

This will record our understanding regarding the establishment of a Benefits Review Committee. The purpose of this Committee will be the exchange of information on benefit programs that affect represented employees and to examine the factors influencing the costs of Sandia's health care programs.

The Committee will meet quarterly for up to four (4) hours for the following purposes:

- 13.1. The Committee will provide a forum for Council Officials to discuss and remain current on Sandia's benefits programs.
- 13.2. The Committee will examine health care trends and cost containment strategies and will make recommendations to Management and the Council regarding the application of processes and programs that would control escalating health care costs while preserving the quality of health care for employees and their dependents.
 - 13.2.1. Examine the major factors influencing health care costs, particularly those which affect the Company, its employees, and their covered dependents;
 - 13.2.2. Study the effectiveness of various programs in slowing the escalation of medical costs;
 - 13.2.3. Heighten employee and covered dependent awareness of (a) the high cost of health care, (b) preventive health care, (c) the relationship between life-style and wellness, (d) how to use the health insurance plan effectively.

The topics for each quarterly meeting will be mutually agreed to prior to each meeting.

The Benefits Review Committee is a fact-finding and advisory group whose sole function is to examine health care cost issues and containment strategies and make

recommendations to Management and Council bargaining representatives. It performs no administrative function with respect to the health care plans nor is it responsible for the implementation of any of the measures or programs it recommends, except to the extent that its views, counsel, or advice is solicited by Management and Council Committee members.

The Committee will be asked to submit reports to Council and Management representatives regarding efforts made to contain escalating health care costs, the results of those efforts and any recommendations for changes in the health care plans which would further the dual objective of containing the escalation of health care costs while preserving the quality of health care for employees and their covered dependents. At least once during the term of this Agreement, the Committee will meet with the Vice President of Organization 3000 to report its findings and activities.

- 13.3. The Committee is composed of three (3) members each from Sandia Management; the Metal Trades Council; Security Police Association; and Office and Professional Employees International Union, Local 251. In the event the Laboratories is considering substantive change in the negotiated benefits program, a Committee meeting will be convened.

ARTICLE 37 - REST PERIODS

1. The Laboratories will schedule one (1) fifteen (15) minute rest period and one (1) ten (10) minute rest period in each eight (8) hour tour of duty for all employees within the bargaining unit.
2. The Laboratories shall ordinarily schedule rest periods approximately in the middle of the four (4) hour work periods. Employees on jobs involving continuous or machine operations where it is not practical to interrupt such process at regular intervals shall be allowed their rest period at irregular intervals during each four (4) hour period.
3. Upon mutual agreement of the supervisor and the employee, rest periods may be moved to extend LUNCH PERIODS.
4. Rest period time shall be treated as time worked.
5. In the event of abuse of the provisions of this ARTICLE, the Council and the Laboratories will discuss the problem to rectify such abuses.

ARTICLE 38 - SENIORITY AND MOVEMENT OF PERSONNEL

1. For current BARGAINING UNIT employees, for service prior to August 13, 1999, an employee's SENIORITY shall be defined as all accredited service with the Laboratories. For service on, or after August 13, 1999, SENIORITY will continue to accrue while an employee is employed in the BARGAINING UNIT, on an authorized Leave of Absence from the BARGAINING UNIT, (with a limitation of ninety [90] consecutive calendar

days for Personal Leaves of Absence as provided for in ARTICLE 34 (Leaves of Absence) Paragraph 2 or as provided by ARTICLE 33 (Peacetime Training and Local Emergency Service with the Armed Forces) or on LAYOFF from the BARGAINING UNIT.

- 1.1. On or after August 13, 1999, employees entering the BARGAINING UNIT for the first time will accrue seniority from the date they enter the BARGAINING UNIT.
 - 1.2. Employees who reenter the BARGAINING UNIT with prior service in the BARGAINING UNIT will receive SENIORITY credit for prior service in the BARGAINING UNIT and will continue to accrue SENIORITY from the date of reentry into the BARGAINING UNIT.
 - 1.3. The Laboratories will be responsible for the calculation of adjusted SENIORITY dates of employees returning to the BARGAINING UNIT with prior SENIORITY. The Laboratories will notify the Council of the adjusted SENIORITY date within thirty (30) days of the employee's return.
2. New employees of the Laboratories shall be considered as probationary employees for a period of six (6) months. If such employees are retained after the probationary period, their SENIORITY shall be established as of their dates of hire.
 - 2.1. If two (2) or more employees have the same SENIORITY date, the employee with the lowest last four (4) digits in his/her Social Security Account Number shall be deemed senior.
 - 2.2. Previous SENIORITY will be credited immediately upon reinstatement following LAYOFF due to lack of work if recalled within four (4) years.
3. The Laboratories shall compile and make available electronically a SENIORITY list showing the name, SENIORITY date, job title, and job grade of all employees in the BARGAINING UNIT. Each such list will be supplied in the arrangement designated by the Council. The Laboratories shall promptly furnish to the Council information concerning the SENIORITY status of any employees outside the BARGAINING UNIT who are moving into the BARGAINING UNIT. The Laboratories shall provide the Council with information concerning the SENIORITY status of any employee outside the BARGAINING UNIT who is bidding for jobs in the BARGAINING UNIT and on those employees unable to perform their job because of physical handicap who are offered an opportunity to transfer as provided below in Paragraph 7.
4. SENIORITY shall be deemed broken whenever an employee:
 - Has been LAID OFF in excess of four (4) years
 - Fails to register with the Laboratories by Certified U.S. Mail once every sixty (60) calendar days following LAYOFF, indicating continued availability for employment.

5. SENIORITY shall be deemed broken and lost after an employee:
- Accepts a permanent placement outside of the BARGAINING UNIT and does not return within three (3) years
 - Leaves of his/her own accord and does not return within three (3) years
 - Left the BARGAINING UNIT prior to October 1, 2014 of his/her own accord, and does not return within three (3) years
 - Is discharged for just cause under the provisions of ARTICLE 40 (Suspensions and Termination of Employment Relieved, Dropped, or Discharged)
 - Is absent four (4) consecutive working days without permission or without notifying the Laboratories, unless there is a satisfactory reason for failure to notify
 - Fails to report for work within ten (10) working days after receiving notification, by Certified U. S. Mail, of recall from LAYOFF
 - Fails to report for work at the end of an authorized Leave of Absence unless there is a reason acceptable to the Laboratories
 - Has caused a Leave of Absence to be terminated under the provisions of ARTICLE 6 (Treatment of Employees Performing Council Duties), and/or ARTICLE 34 (Leaves of Absence) and does not return within three (3) years.
6. The provisions of this ARTICLE relating to Seniority and Movement of Personnel shall be administered in the first instance by the Laboratories. However, such decision shall be subject to the grievance and arbitration provisions of this Agreement. These provisions shall also be applicable to the method used for computing the past SENIORITY of any person entering the BARGAINING UNIT. In the interests of prompt settlement of question involving the selection or movement of personnel under Paragraphs 7, 8, and 9 of this ARTICLE, should the Council claim that the action taken was not in accordance with the provisions of this ARTICLE, such claim shall be presented as a written grievance not later than fifteen (15) working days after written notification to the Council of the selection or movement. The settlement in case of Council protest shall provide retroactive adjustment, if any, for the period from the date of the selection or movement to the date of settlement.

7. Priority Placement

When a job vacancy in the BARGAINING UNIT occurs, employees who have the necessary qualifications for the job and who are able to perform the job efficiently within a limited training period, not to exceed ninety (90) calendar days, shall be considered in successive steps in the following order, provided the transfer is lateral or downward, giving due consideration to SENIORITY:

| Type Employee | Reason for Placement |
|-----------------------------------|---|
| BARGAINING UNIT | Unable to perform job due to physical handicap developed from job-incurred illness or injury |
| BARGAINING UNIT | Removal from present job is necessary because of lack of work |
| BARGAINING UNIT | Displaced from bargaining unit job within four (4) years prior to date vacancy occurs |
| Laid Off from the BARGAINING UNIT | Laid off in a reduction in force within four (4) years prior to date vacancy occurs |
| BARGAINING UNIT | Removal from present job is necessary because of lack of work |
| Any employee of the Laboratories | Unable to perform job because of physical disability developed while employed by the Laboratories |
| Any employee of the Laboratories | Removal from present job is necessary due to lack of work |

If the vacancy is filled in accordance with this Paragraph 7, the Council shall be notified of the vacancy filled, the name of the employee selected, and the reason therefore.

8. Post and Bid

If the vacancy is not filled in accordance with Paragraph 7 above, it shall be posted for bids and shall be filled in accordance with the following procedure:

8.1. The title, job grade, and location of each such vacancy shall be posted on the Internal Web for fourteen (14) calendar days. Copies of such listings shall be made available to the Council at the time of posting. Information concerning the requirements of the job shall be made available to all interested employees.

8.1.1. Vacancies for all Grade 1 and Student Intern positions may be posted on the Internal and External Websites simultaneously in accordance with the time limits specified in Paragraph 8.1 above. Qualified internal candidates will be first considered when filling these vacancies.

- 8.2. Employees of the Laboratories may bid or apply for such vacancies electronically during the period of the posting provided they have been classified in their present occupation and grade for at least six (6) months (twelve [12] months if a Tradesman). In the case of an employee who is away from the area during the period of posting, but wishes to be considered for the vacancy, a bid may be filed for such employee by proxy. The Laboratories shall inform the Council of the names of all applicants.
- 8.3. Within twenty (20) working days after the expiration of the period of the posting, the vacancy shall be filled from among the applicants who have filed bids. Extensions may be mutually agreed upon to take care of unusual cases. If the selected applicant is not available for work, he/she shall fill the vacancy upon return to work.
- 8.4. If two or more applicants are relatively equal in qualifications to fill the vacancy SENIORITY shall govern.
- 8.5. The disposition of the vacancy shall be posted on the Internal Web for a period of five (5) workdays prior to the date the successful applicant reports on the vacancy. The disposition shall be listed in one (1) of the following categories:

- Name of the successful applicant, date of disposition, posting number, and name of the supervisor
- Vacancy withdrawn

Copies of such listing shall be made available to the Council at the time of posting. In all cases where "Vacancy Withdrawn" is to be listed as the disposition, the Council shall be notified prior to the posting of the disposition that the vacancy is being withdrawn and the reason therefore.

- 8.6. In an emergency, the vacancy may be filled by a Council represented employee on a temporary basis pending the selection of an employee in accordance with this procedure. The Laboratories shall make every reasonable effort to fill the temporary opening with a qualified Council represented employee. It is understood that if an employee, regardless of the circumstances, has been temporarily upgraded to a job which is later filled under the post and bid procedures set forth above, the experience gained through performance on that job while temporarily upgraded will not be used in the selection.
- 8.7. If the vacancy cannot be filled in accordance with Paragraphs 8.1 through 8.6 above, hiring may be utilized.
- 8.8. In circumstances when an employee's services are temporarily interrupted the Laboratories shall have the sole authority to suspend the employment of all such impacted individuals in accordance with definition of LAYOFF OR LAID OFF in ARTICLE 3. Represented employees will be treated administratively the same as non-represented, non-exempt employees due to absence of appropriations. Should

the employee's services be temporarily interrupted for more than thirty (30) workdays it will be changed to a LAYOFF and the Laboratories will notify the Council of such action and will be administered in accordance with this ARTICLE.

9 Displacement and Layoff

Reduction in force in the BARGAINING UNIT made necessary by lack of work shall be administered in the following manner:

- 9.1. Employees shall be selected from the occupation and grade involved in the inverse order of their SENIORITY. The Laboratories shall notify the Council of the names of the employees so selected. The affected employees in the BARGAINING UNIT shall be considered for vacancies in accordance with Paragraph 7 above.
 - 9.1.1. If they so choose, a more senior employee in the affected group may volunteer to be laid off outside of seniority order to take the place of the affected employee. Such individual will not have recall rights as described under Paragraph 10 below. Furthermore, the Layoff allowance for an employee who volunteers for layoff will be calculated per ARTICLE 42 (Layoff Notice and Allowance), Section 2. Volunteers are subject to the provision outlined in ARTICLE 38 Section 9.6 below.
- 9.2. If an appropriate vacancy in the BARGAINING UNIT is not available, the employee shall displace, in the same grade in the BARGAINING UNIT, that employee who has the least SENIORITY in a position which the employee is capable of performing because either the employee has the necessary qualifications for the job, and is able to perform the job efficiently within a limited training period, not to exceed sixty (60) calendar days, or the employee has previously held the position.
- 9.3. If not thus placed, the employee shall then displace an employee in successively lower grades in the BARGAINING UNIT, in accordance with Paragraph 9.2, above.
- 9.4. An employee who, due to lack of work, is selected under the provisions of this Paragraph 9 for movement to a job which will involve downgrading may, by notification to the employee's supervisor prior to the effective date of the movement, elect to be LAID OFF, if the movement would:
 - 9.4.1. In the case of a Graded Employee, result in a downgrading of more than three (3) grades, or
 - 9.4.2. In the case of a skilled TRADESMAN, or GROUP TRADESMAN result in a job assignment other than in his/her TRADE or GROUP TRADE.
- 9.5. The President, Vice President, Secretary-Treasurer, and Chief Stewards, shall have top SENIORITY in the BARGAINING UNIT so long as there is work remaining which they are capable of performing.

- 9.6. The Laboratories shall be entitled to exempt a reasonable number of employees in the BARGAINING UNIT from displacement or LAYOFF if, on the basis of their skill and training, their displacement or LAYOFF would substantially impede the efficiency of the remaining operations. Before making such exemptions, the Laboratories shall consult with the Council and shall provide the Council with the names, grades, and occupations of the individuals involved; the reasons for making such exemptions and documentation supporting the reasons for making such exemptions.
- 9.7. No employee in the BARGAINING UNIT shall be displaced or downgraded as the result of moving an employee from outside the BARGAINING UNIT into the BARGAINING UNIT.
- 9.8. An employee returning from a Leave of Absence granted under ARTICLE 6 (Treatment of Employees Performing Council Duties), ARTICLE 33 (Peacetime Training and Local Emergency Service with the Armed Forces), ARTICLE 34 (Leaves of Absence) shall be reinstated to the same position held at the time such Leave began or a comparable position, if a vacancy exists, giving such employee consideration in accordance with SENIORITY with employees designated in Paragraph 7 of this ARTICLE. If not thus placed, the employee shall then exercise rights under Paragraphs 9.2 and 9.3 of this ARTICLE in accordance with his/her SENIORITY. If the employee is not thus reinstated, the Leave of Absence shall be terminated. However, such employee shall be accorded only the SENIORITY accumulation and recall rights specified for a LAID OFF employee in this ARTICLE.

10. Recall Rights

- 10.1. LAID OFF employees from the BARGAINING UNIT shall be recalled to vacancies in the BARGAINING UNIT in order of their SENIORITY in accordance with Paragraph 7 above.
- 10.2. In the event that an employee exercises such election under Paragraph 9.4.1 the employee's recall rights described in Paragraph 7 above shall be limited to jobs of a higher grade level than the one offered prior to such election. If the employee's election is under Paragraph 9.4.2, the employee's recall rights shall be limited to jobs within his/her TRADE or GROUP TRADE.
- 10.3. When a vacancy occurs, employees LAID OFF from the BARGAINING UNIT within four (4) years prior to the date of the vacancy shall be considered for recall to the vacancy in order of SENIORITY provided such employee has previously performed the job satisfactorily at the Laboratories.
- 10.4. The recall rights of an employee of the BARGAINING UNIT will not be impaired in the event that the employee declines an offer of recall to a job in the BARGAINING UNIT lower in grade than the job from which the employee was LAID OFF, or declines an offer of a job outside the BARGAINING UNIT.

11. Loans and Temporary Upgrades

Employees may be loaned from one job to another for a period not to exceed thirty (30) working days. The proper Council Steward shall be notified in writing of all loans which are expected to exceed one (1) week. It is understood that this provision shall not be circumvented by repeated loans except through negotiations with the proper Council Steward. Such loans shall not be considered as transfers. During the period of a loan the employee shall be paid the BASE RATE of the job from which the employee is loaned. When an employee is temporarily assigned to higher grade work, he/she shall receive pay treatment for an upgraded employee under the provisions of Paragraph 5.1 of ARTICLE 21 (Wages).

It is understood that if an employee, regardless of the circumstances, has been temporarily upgraded to a job which is later filled under the posting procedures set forth in Paragraph 8 of this ARTICLE, the experience gained through performance on that job while temporarily upgraded will not be used in the selection.

12. Movement Outside the BARGAINING UNIT

Nothing in this ARTICLE shall in any way restrict the opportunities of the employees in the BARGAINING UNIT to be considered for positions outside the BARGAINING UNIT except for the restrictions in post and bid as stated in Paragraph 8.2 of this ARTICLE.

13. Essential Functions

13.1. This defines the designated benefits, which the Laboratories will provide to employees removed from roll, because of their inability to perform the essential functions of any job available at the Laboratories for which they are qualified. A Separation Allowance shall be granted based on the employee's TERM OF EMPLOYMENT on the date of Separation equivalent to the Layoff Allowance benefit as provided for in ARTICLE 42 (Layoff Notice and Allowance) Paragraph 2.

13.2. In addition, these employees may take advantage of any incentive program which may be in effect at the time of their removal from roll. They may also apply for other benefits which they may be entitled to based on State Law, Federal Law, or their service with the Laboratories.

The employee shall have the option to receive this severance benefit through a one-time lump sum or through quarterly payments.

Should an employee who has received a severance payment under this Agreement later become qualified for an available position and return to work at Sandia National Laboratories, any severance paid out in excess of their time off-roll from Sandia National Laboratories shall be paid to the Laboratories by the employee, excluding any job related training expenses such as tuition, books, fees, etc. This

shall be repayable through payroll deduction at a rate of ten percent (10%) of such employees' bi-weekly wages.

This in no way implies that the Council agrees with the separation from roll of these employees, nor does it waive any rights of individual employees under applicable law or under the Collective Bargaining Agreement.

ARTICLE 39 - TERM OF EMPLOYMENT

TERM OF EMPLOYMENT is the aggregate of one (1) or more periods of employment with the Laboratories as a regular employee. Benefits for a regular part-time employee will be prorated in the same proportion as the employee's schedule is to the standard full-time schedule.

1. Credited Service

Credit toward TERM OF EMPLOYMENT is given to a regular employee for the following:

- 1.1. All continuous service with Sandia Corporation, including service performed prior to Corporation employment, at Sandia Base or other present Corporation locations, with the University of California or the Atomic Energy Commission (AEC) on work transferred to Sandia Corporation prior to April 1, 1958, provided the employee was transferred to or hired by the Corporation immediately following such service. If this prior service was not continuous, only that portion immediately preceding Corporation employment may be credited. Credit for service with a Corporation predecessor requires Corporation approval.
 - 1.1.1. Subject to Sandia's service bridging rules, prior service with another participating Lockheed Martin company whose pension plan provision agrees to transfer supporting pension assets will be included in a regular employee's TERM OF EMPLOYMENT if the employee is transferred to or hired by Sandia after September 30, 1993.
- 1.2. Previous service will be credited immediately upon reinstatement from a Personal (including leaves for Council Business), Child Care, Family Medical Leave Act Leave of Absence, Family Care Leave of Absence, Special or Military Service Leave of Absence, plus:
 - 1.2.1. The first thirty (30) calendar days of Personal, Family Medical Leave Act Leave of Absence, Family Care Leave of Absence, or Child Care Leave of Absence.
 - 1.2.2. All time absent on Special Leave of Absence (if application for reinstatement is made within ninety [90] days) or Military Service Leave, except for any time absent in excess of thirty (30) days between the date of termination and the date of entry into active duty with the Armed Forces.

- 1.3. Previous service will be credited immediately upon reemployment following LAYOFF due to lack of work if re-employed within four (4) years. (Credit is given for up to six [6] months of the layoff absence.)
- 1.4. Rehired employees will bridge their prior service after working 1000 hours if they were vested in a Sandia pension benefit before the break in service, or the period of the break in service is less than five (5) years and less than the period of the prior service.
- 1.5. Previous service not otherwise credited after the completion of 1000 hours will be credited after the completion of five (5) years of new TERM OF EMPLOYMENT. Rehired employees who had previously withdrawn their employee contributions must repay those contributions with interest within two (2) years after bridging in order to have their previous service recognized for pension purposes.
- 1.6. Employees previously in Limited Term and/or Student positions will bridge their prior service immediately provided the employee is hired as a regular employee within thirty (30) days of terminating their Limited Term and/or Student status.

2. Computing Effective Service Date

Effective Service Date – The established date from which service was considered as continuous in computing TERM OF EMPLOYMENT.

- 2.1. An employee's TERM OF EMPLOYMENT at any given time consists of all elapsed time since his/her Effective Service Date.
- 2.2. An initial Effective Service Date is established for each employee. Normally this date is the same as the date the employee first reported to work at the Corporation. However, when an employee is given credit for employment with the Corporation predecessor, the initial Effective Service Date will precede the date the Corporation employment began.
- 2.3. Revised Effective Service Date is established whenever credit for previous service is given following a break in service.

ARTICLE 40 - SUSPENSIONS AND TERMINATION OF EMPLOYMENT RELIEVED, DROPPED, OR DISCHARGED

1. The Laboratories has the right to discharge an employee for just cause.
2. In all cases in which the Laboratories' termination of an employee's employment is classified as "Relieved," "Dropped," or "Discharged," the proper Council Steward shall be notified of the action being taken by the Laboratories as soon as practicable after the employee is notified. Such notice shall precede the effective date of the termination of employment except that when the Laboratories considers it necessary to remove an employee immediately from the Laboratories' premises, it may do so without advance notice. In such a case, the Council Steward shall forthwith be notified; however, when

the Steward is not immediately available, issuance of the leaving notice shall be postponed until the Council Representative has been notified, or a period of five (5) working days has elapsed, whichever first occurs. In addition, such notice shall be confirmed in writing to the Council within five (5) working days of the effective date of discharge.

3. In all cases where the Laboratories suspends an employee for disciplinary reasons, the Council shall be notified of the action being taken by the Laboratories as soon as practicable after the employee is notified.

The Council may question the justification of the action taken as provided in Paragraphs 2 and 3 within ten (10) working days after the effective date of such action provided the employee is no longer considered a probationary employee as provided in ARTICLE 38 (Seniority and Movement of Personnel) Paragraph 2. Any such question shall be considered in accordance with ARTICLE 10 (Grievance Procedure) by filing the grievance initially at Step 3.

4. Offers of Settlement

- 4.1. If during the grievance procedure, the Council offers to withdraw a suspension grievance if the Laboratories will reduce the suspension by not more than half, and the Laboratories refuses the Council's offer, the arbitration costs shall be borne by the Laboratories should the Council later prevail in arbitration of the suspension action. "Arbitration costs" shall be limited to the Arbitrator's fee and expenses, the rental of the hearing room, and the costs of obtaining a transcript, if any, including the court reporter's fee.

- 4.2. If, during the time period before arbitration, the Council offers to settle the case of an employee who was terminated as "Relieved," "Dropped," or "Discharged" by accepting a monetary payment made to the employee not exceeding lost pay less interim earnings but without reinstatement, and the Laboratories refuses such offer, the arbitration costs shall be borne by the Laboratories should the Council later prevail in arbitration of the termination.

- 4.3. The parties agree that evidence of such settlement offers shall not be presented to the Arbitrator.

5. If settlement is not reached in the grievance procedure, such dispute may be referred to arbitration in accordance with ARTICLE 11 (Arbitration) provided the employee is no longer considered a probationary employee as provided in ARTICLE 38, Paragraph 2 on the date "Relieved," "Dropped," "Discharged," or "Suspended." However, in such case the authority of the Arbitrator shall be further limited to a determination of whether the Laboratories had just cause in "Relieving," "Dropping," "Discharging," or "Suspending" such employee. If the Laboratories desires a transcript of the proceedings in such a case, it shall bear the cost including the cost of one (1) Council and one (1) Arbitrator copy.
6. Should the Arbitrator decide that the action of the Laboratories was taken without just cause, the Arbitrator may direct either 1) reinstatement of the employee with or without

back pay or 2) a penalty less severe than discharge. If the Arbitrator directs reinstatement, the employee shall be offered reinstatement and, if reinstated, shall be paid at STRAIGHT TIME for time lost within his/her STANDARD WEEKLY WORK SCHEDULE during the period for which back pay is directed by the Arbitrator less any amount paid to or received by the employee as wages in other employment applicable to the period for which back pay is directed.

7. Any balance due the employee under Paragraph 6 shall be further reduced by any payments other than wages received from the Laboratories at the time of being "Relieved," "Dropped," "Discharged," or "Suspended." If this balance is reduced to zero (0) without offsetting all such payments, the balance due the Laboratories shall be considered as an advance in pay and shall be repayable through payroll deductions at the rate of ten percent (10%) of such employee's wages.
8. If there is no balance due the employee under Paragraph 6, all payments other than wages received from the Laboratories at the time of termination or suspension of employment shall be considered as an advance in pay and shall be repayable through payroll deductions at the rate of ten percent (10%) of such employee's wages.

ARTICLE 41 - NOTICES TO THE COUNCIL

1. The Laboratories shall notify a Metal Trades Council Officer, electronically, of the following:
 - Transfers involving changes of an employee's status
 - LAYOFFS due to lack of work
 - Suspensions of employment due to an employee's services being temporarily interrupted because of, but not limited to, such causes as material shortage, equipment failure, power failure, or other circumstances which cause a temporary cessation or reduction in operations or causes the Laboratories to operate in the absence of appropriations
 - Changes of shift assignments of individual employees
 - Changes in overtime schedules
2. Disciplinary action (in accordance with Paragraph 4 below) shall be handled as provided in Paragraphs 2 and 3 of ARTICLE 40 (Suspension and Termination of Employment Relieved, Dropped, or Discharged). In the case of disciplinary action the appropriate Council Representative shall be notified in writing of the action being taken by the Laboratories as soon as practicable after the employee is notified.
3. In order to afford the Council an opportunity to arrange for such replacements as may be necessitated by the transfer of Council Representatives, the Company agrees to notify the Council in writing of the transfer of any Council Representative outside the recognized BARGAINING UNIT. Such notice shall be given as far in advance as possible.

4. Whenever a supervisor places a disciplinary memorandum of an unfavorable nature (including disciplinary warnings, reprimands, suspensions, and downgrading) in an employee's permanent record, the document will be reviewed with the employee. A Council Representative will be present during the discussion between the individual and the supervisor if the employee so requests. A copy of the memorandum will be given to both the employee and the Council Representative. Furthermore, the employee will be advised that the memorandum will be removed from the permanent record within twelve (12) months if the matter leading to the action is resolved in a manner satisfactory to the supervisor.

5. Access to Personnel Records

Upon request and at reasonable intervals, employees may examine their records in the Central Personnel Files, medical file, line organization file, or any other file relied upon to discipline the employee; and obtain copies of their HR Query screens, medical file, line organization file, or any other file relied upon to discipline the employee. These requests will be granted provided that the Laboratories receives reasonable advance notice of the individual's desire to review his/her records, and some requests for access may require the employee to complete a release form satisfactory to the Laboratories. Examination of central or line organization files shall be in the company of a representative of the Laboratories. The employee may also request that a Council representative be present, if the employee provides a written release.

ARTICLE 42 - LAYOFF NOTICE AND ALLOWANCE

1. Layoff Notice

An employee who is to be LAID OFF due to lack of work shall be given as much advance notice as is practicable, but in no case shall he/she be given less than two (2) weeks advance notice or pay at STRAIGHT TIME in lieu thereof. Any pay in lieu of advance notice granted under this Paragraph shall be in addition to any Layoff Allowance to which the employee is eligible under Paragraph 2 below.

2. Layoff Allowance

2.1. A regular employee LAID OFF due to lack of work shall be granted a Layoff Allowance based on the employee's TERM OF EMPLOYMENT on the date of LAYOFF in accordance with the following, except as provided in Paragraph 2.3 below:

2.1.1. Employees On Roll Prior to October 1, 1993:

Schedule for service prior to October 1, 1993

| Term of Employment on Date of LAYOFF | LAYOFF Allowance Number of Weeks Pay |
|--------------------------------------|--------------------------------------|
| Less than 1 year | 0 |
| 1 year | 1 |
| 2 years | 2 |
| 3 years | 3 |
| 4 years | 4 |
| 5 years | 5 |
| 6 years | 6 |
| 7 years | 7 |
| 8 years | 9 |
| 9 years | 11 |
| 10 years | 13 |
| 11 years | 15 |
| 12 years | 17 |
| 13 years | 19 |
| 14 years | 21 |
| 15 years | 24 |
| 16 years | 27 |
| 17 years | 30 |
| 18 years | 33 |
| 19 years | 36 |
| 20 years | 39 |

Three (3) weeks additional pay for each full year of TERM OF EMPLOYMENT in excess of twenty (20) years up to a maximum of one hundred four (104) weeks.

- For service after September 30, 1993

Employees with less than seven (7) years' service on September 30, 1993, accrue layoff allowance at the rate of one (1) week per year of service until they have completed seven (7) total years of service, then

accrue two (2) weeks per year, or fraction thereof for each additional year of service.

Employees with seven (7) or more years' service on September 30, 1993, accrue layoff allowance at the rate of two (2) weeks per year or fraction thereof, for each year of service after September 30, 1993.

Maximum accrual for employees on roll prior to October 1, 1993, is one hundred four (104) weeks.

2.1.2. Employees hired after September 30, 1993

Employees hired after September 30, 1993, accrue layoff allowance at the rate of one (1) week per year of service, or fraction thereof, to a maximum of fifty-two (52) weeks.

2.1.3. Employees hired after September 30, 2011

Employees hired after September 30, 2011, accrue layoff allowance at the rate of one (1) week per year of service, or fraction thereof, to a maximum of twenty-six (26) weeks.

2.2. Layoff allowance payments shall be computed at the employee's BASE RATE in effect as of the date of LAYOFF.

2.3. An employee who has been rehired following a period of LAYOFF and who is again LAID OFF due to lack of work shall receive a layoff allowance based on service since his/her rehire.

2.4. If an employee who has received a Layoff Allowance is rehired following LAYOFF and the number of weeks since LAYOFF is less than the number of weeks covered by the Layoff Allowance, the excess amount shall be considered as an advance in pay and shall be repayable through payroll deduction at the rate of ten percent (10%) of such employee's weekly wages.

3. Subcontracting

3.1. The term subcontracting as used herein means the Laboratories' hiring of an independent contractor to perform a function or activity currently performed by Council represented employees. The provisions of Paragraphs 3 through 5 apply only if the work to be subcontracted results in an actual job loss event.

3.2. The provisions of Paragraphs 4 and 5 apply only to employees actually displaced or LAID OFF as a direct and immediate result of the elimination of a Council represented position at the time the work is subcontracted.

4. Treatment of Displaced Employees

- 4.1. If the subcontracting results in the downgrading and displacement of a Council represented employee, the affected employee's pay rate will be designated as a "Personal Rate" under the provisions of Paragraph 11, ARTICLE 21 for a period of one (1) year from the effective date of the downgrading.

5. Treatment of LAID OFF Employees

- 5.1. The following benefits are in addition to, but not duplicative of, any other benefits provided by the General Agreement or as otherwise required by law.

5.2. Employees LAID OFF as a direct and immediate result of subcontracting

- 5.2.1. Shall be given as much advance notice as practicable, but in no case shall he/she be given less than two (2) weeks advance notice or pay at STRAIGHT TIME in lieu thereof. Any pay in lieu of advance notice granted under this paragraph shall be in addition to the Layoff Allowance to which the employee is eligible under Paragraph 5.2.2 below.
- 5.2.2. Shall be paid a minimum Layoff Allowance of \$7,500. If the employee, based on TERM OF EMPLOYMENT, is entitled to a greater allowance under the provisions of Paragraph 2 above, he/she shall receive the greater allowance.

5.3. Dental and Vision Plan Continuance

The Laboratories will continue to cover any applicable portion of the employer paid premiums required to keep LAID OFF employees enrolled in the Dental Plan and the Vision Care Plan for one (1) year from date of LAYOFF.

5.4. Education Assistance

For LAID OFF employees, the Laboratories will pay up to a total of \$6,500 in education and retraining costs within three (3) years from date of LAYOFF. The costs must actually be incurred and documented.

ARTICLE 43 - SUBCONTRACTING COMMITTEE

The Laboratories recognizes that job security is a major concern of the Metal Trades Council and fully supports the Committee as a method for addressing this issue. The purpose of this Committee is to proactively involve the Metal Trades Council in minimizing the impact of subcontracting on the bargaining unit. The Council recognizes the existence and necessity of an appropriate level and type of subcontracting. The Laboratories will make every effort to employ Council represented employees in all included occupations recognized by this Agreement and subcontracting will not be used as subterfuge to eliminate any occupation or to diminish the bargaining unit. The company agrees that it will not violate any applicable provisions of the Service Contract Act or any other applicable law. Activities will include:

1. Discuss, and where possible, remedy jointly identifiable problems with the objective of achieving solutions which satisfy the interests of both parties.
2. Identify and review subcontracts prior to procurement process as well as those identified by the Council as clearly impacting on their membership to consider other alternatives including the use of overtime and/or use of LTEs or other approaches.
3. Work together on related issues such as the process of make/buy decisions, employee skills development, retraining, apprenticeship, OJT, and redeployment where appropriate.

The Committee shall be co-chaired by a Director appointed by the Vice President of Human Resources and the President of the Metal Trades Council or their delegates. Members will include the Directors of Facilities Management and Operations, Responsive Neutron Generator Product Development, and Supply Chain Management or their delegates if required. The Council President will appoint three (3) other Council Representatives to serve on the Committee. The Laboratories Senior Manager overseeing Labor Relations will be an advisor to the Committee. The Committee will meet quarterly unless otherwise mutually agreed to by the co-chairs.

Bargaining Process - Subcontracting

1. The term subcontracting as used herein means the Laboratories' hiring of an independent contractor to perform a function or activity currently performed by Council represented employees. Manpower augmentation is not considered as subcontracting for purposes of this Agreement.
2. When the Laboratories determines to subcontract a function or activity currently performed by Council represented employees, it will inform the Council, in writing of its intent. The notice will include a description of the function or activity which the Laboratories intends to subcontract, the business reason for subcontracting the function or activity and the names, grades, and occupations of Council represented employees potentially affected.
3. Should the Council desire to bargain over the decision to subcontract, it shall notify the Laboratories' bargaining agent, in writing, within ten (10) working days of receiving the subcontracting notice from the Laboratories.
4. Within ten (10) days after the request to bargain, the parties will meet and bargain the effects of the decision on the Council represented employees. During bargaining, the Laboratories will give good faith consideration to any proposals by the Council to have the work performed in-house by Council represented employees. Cost, schedule, equipment, warranties and manpower available in-house will be considered.
5. If the parties fail to reach agreement within forty-five (45) days of commencing bargaining, the Council may submit the case to arbitration. The Arbitrator shall determine whether the Laboratories, in accordance with the relevant criteria in Paragraph 4 above, has expressed a sufficient business reason to justify subcontracting the work.

The Laboratories may, when required by circumstances, let a subcontract before the end of the forty-five (45) day bargaining period.

If, at the end of bargaining, but in no event later than forty-five (45) days from the commencement of bargaining, the Laboratories has determined it is necessary to let the subcontract for any of the criteria listed in Paragraph 4 above, the provisions of ARTICLE 40 (Layoff Notice and Allowance) shall apply to the affected employees.

ARTICLE 44 - CONTINUITY OF OPERATIONS

1. The Council agrees that it will not institute, cause, or condone, and will take prompt and appropriate measures to prevent or discourage, any strikes, work stoppages, picket lines, slowdowns, secondary boycotts, or disturbances, even of a temporary nature, and the Laboratories agrees that there will be no lockouts. The Council guarantees to support the Laboratories fully in maintaining operations in every way. Participation by any Laboratories employee or employees, in any act violating this provision in any way, will be complete and immediate cause for disciplinary action, including discharge, by the Laboratories.
2. If it is contended that the disciplined employee did not violate this ARTICLE, the Council may, within ten (10) working days after the employee is disciplined, contest the discipline by filing a grievance initially at the third step of ARTICLE 10 (Grievance Procedure). The grievance shall also be subject to arbitration.

ARTICLE 45 - SUPERVISORS AND NONREPRESENTED EMPLOYEES PERFORMING WORK NORMALLY ASSIGNED TO REPRESENTED EMPLOYEES (Also See Attachment)

1. The Laboratories is in complete accord with the principle that supervisors and other employees not represented by the Council shall not as a regular procedure do work which has normally been assigned to employees represented by the Council. The Council on the other hand, recognizes that the nature of the Laboratories' operations, and their importance to the Energy Program, require some degree of flexibility in the assignment of personnel in order to meet emergencies, provide for the training of employees, and permit appropriate use to be made of all skills and abilities to meet operational needs.
2. The Council has been informed that it is our policy and, in fact, our obligation that work defined in ARTICLE 1 and Appendix A, shall normally be assigned to the appropriate Metal Trades Council represented employee.
3. It is agreed that the Council may process claims that the Laboratories has departed from the principles stated in this ARTICLE by filing grievances initially at Step 3 and, if necessary, proceeding to arbitration. If such a claim goes to arbitration, the question for the Arbitrator shall be whether the Laboratories has acted arbitrarily or capriciously, or without proper regard for the principles stated in this ARTICLE.

ARTICLE 46 - ENVIRONMENT, SAFETY AND HEALTH

1. The Laboratories and the Council recognize the importance of maintaining a safe and healthful working environment and will continue to cooperate towards the objective of reducing health and safety hazards to as low as reasonably achievable and to encourage employees to follow the procedures stated herein in reaching these objectives. In working towards this end, the Laboratories and the Council are engaged in the application of Behavior Based Safety (BBS) and Engineered Safety to include work planning and control.
2. The Laboratories shall comply with all applicable Local, State, Federal Laws, and DOE Orders. The Laboratories will furnish to each employee a workplace free from recognized hazards likely to cause death or serious physical harm. The Laboratories will also provide professional Environment, Safety, and Health staff and services to help line organizations assure the protection of the health and safety of personnel, property, and the environment.
 - 2.1. No employee shall be discharged, disciplined or suffer reprisal for utilizing these services or seeking medical help. This provision does not preclude disciplinary action according to the provisions of ARTICLE 40 (Suspensions and Termination of Employment Relieved, Dropped, or Discharged).
3. It is agreed that by entering into the obligations contained in this ARTICLE and in this Collective Bargaining Agreement, neither the Council nor any of its individual representatives, while serving on Joint Safety and Health Committees, assumes any additional liability, other than what are encountered in the performance of assigned work activities, and disclaims any liability on any matter involving employee safety and health concerns or job-incurred injuries. The sole and exclusive purpose for the Council to enter into a Collective Bargaining Agreement containing this provision is to assist the Laboratories in maintaining a safe workplace free of any more than the usual hazards associated with the work environment. In that regard, the Council, without assuming any additional liability, desires to assist the Laboratories in maintaining a workplace free of any more than the usual health and safety hazards for all bargaining unit and non-bargaining unit employees.
4. A Joint Union Management Safety Committee (JUMSC) shall be established composed of members selected by the Laboratories, which will include the JUMSC Chair, appointed by the Director of ES&H and Emergency Management, and three (3) members selected by the Council, and members selected by other bargaining units. The Committee shall meet as mutually convenient and necessary, but not less than once each sixty (60) days.
 - The purpose of the Committee shall be to meet and survey, analyze, and make recommendations to resolve any ES&H concern of a general nature, specific concerns not resolved in a timely manner by line organizations, and special concerns of the bargaining units. The JUMSC Chair will bring corporate level concerns to the appropriate ES&H owner or line management.

- The Committee shall also promote health and safety education; review and analyze summary reports such as: accident/injury data, radiation and exposure data, and occupational illness reports, make recommendations for resolution of issues, make recommendations of a general nature for the ES&H program, and bring to the attention of the responsible organization specific health and safety concerns of Council employees.
 - The Committee shall maintain minutes and special reports as mutually agreed to, which will be reviewed at the next Committee meeting.
5. Area Safety Committees (ASC's) may be established at the discretion of the Center Director. The purpose of these committees is to raise awareness and promote safety within work groups. Each committee will establish specific objectives, goals, and guidelines for operation based on the needs of their organization. Membership should include:
- A member from each work group will be jointly selected by the President of the Council or a designee and the Center Director or a designee from a list of volunteers. Members will serve a staggered term of one (1) or two (2) years.
 - Management representative(s)
 - The Center ES&H Coordinator
 - ES&H Support Team members may attend as needed to provide guidance and support
 - Council ES&H Representative
6. The Laboratories will provide Material Safety Data Sheets (MSDS) to employees as required by law. Training on the use of MSDS and any additional training required to assure safety will be provided as determined by management as described in Corporate Procedure: ESH100.2.IH.4, *Evaluate and Control Chemical Hazards*.
7. Safety Equipment

The Laboratories agrees to provide personal protective equipment and devices, where required, as determined by the appropriate Division ES&H teams as defined in Corporate Procedure: ESH100.IS.8, *Assess Workplace Hazards and Provide and Maintain Personal Protective Equipment*. This equipment will be provided without cost to the employee.

7.1. Eye Protection

All eye protection must comply with American National Standards Institute (ANSI) Z87.1-2003. Nonprescription safety glasses and goggles will be provided when activities and conditions present hazards that would be mitigated by their use. Supervision shall require prescription safety glasses for personnel needing vision correction when alternatives, such as goggles over corrective glasses, are

not sufficient. To obtain or replace Sandia National Laboratories funded prescription safety glasses employees will consult with their supervision and receive written approval before obtaining safety glasses from the Laboratories' prescription safety glasses contract and shall not normally exceed one (1) pair of safety glasses per year.

7.2. Protective Footwear

Protective footwear will be used when working in areas where there is a danger of foot injuries due to falling or rolling objects, or objects piercing the sole, and where feet are exposed to other hazards. All footwear must meet the requirements of ASTM F 2412-05 and/or ASTM F 2413-05.

Sandia will fund up to \$150.00 per pair and each employee is allowed two (2) pairs of safety shoes annually. Replacement of Sandia purchased safety shoes, based on their condition and wear, shall be authorized by the employee's immediate supervisor and shall not normally exceed two (2) pairs of safety shoes per year. For special requirement shoes, Sandia may approve expenditure over the above amount.

8. Medical Surveillance

The Laboratories will provide a medical surveillance program in accordance with relevant DOE Orders, OSHA regulations, or in the absence of DOE or OSHA regulations, in accordance with other professional guidelines in concurrence with the Health Benefits and Employee Services Organization.

9. Worker Protection

It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthful. An employee who believes that he/she is being required to work under such conditions shall have the right to notify his/her supervisor of such conditions without fear of reprisal; the supervisor shall investigate immediately. If the concern is not resolved at the Manager level, the employee should follow the ES&H concerns process as described in the Corporate Procedure: ESH100.4.RPT.1, *Report ES&H Concerns and Suggestions for Improvement*.

No employee shall be discharged, disciplined, or suffer reprisal for bringing safety and health concerns to the attention of outside investigators, attorneys, physicians, or the media in accordance with the DOE Whistle Blower Act and Council involvement in expedited investigation where Council employees are involved.

10. The Laboratories shall have available at all times in each organization a supply of ES&H Concern forms for use by employees in reporting alleged unsafe conditions or needed safety corrections in their organization.

11. Council ES&H Representative

The Council may appoint one (1) ES&H representative for each Center having a significant population of Council-represented employees. In Centers where there is no significant population of Council-represented employees, the Council may designate an existing Council ES&H representative to represent that Center.

The Council's ES&H Representative will serve as the main point of contact between the Council and the Center on ES&H matters, and will be in addition to, not a substitute for, ongoing ES&H activities in which represented employees currently participate.

Assignments and time spent on ES&H activities are coordinated through the Center ES&H Coordinator with the knowledge and concurrence of the Council ES&H Representative's supervisor. Time spent on such activities is charged to the appropriate case.

The Council's ES&H Representatives duties include, but are not limited to:

- Attending Center ES&H meetings;
- Member of the Area Safety Committee (ASC) in their area;
- Participating in walk-throughs and inspections;
- Acting as liaison between the Council, Center Council-represented employees, and Center management on ES&H issues;
- At the request of the Center Coordinator, attending ES&H related meetings and assisting in ES&H training;
- Performing other ES&H related duties assigned by, or agreed to, by the Center ES&H Coordinator.

The Council's ES&H Representative may charge up to two (2) hours per month of paid union time for the purpose of meeting with Council officials or other Council ES&H Representatives, or Joint Safety Committee members.

In the event the Council's Representative does not perform his/her ES&H duties to the satisfaction of the Center Coordinator, the Center Coordinator, through Employee and Labor Relations, may request the Council to appoint a replacement.

12. Breath Alcohol Testing

This will record the understanding reached with regard to the treatment of employees impacted by Department of Transportation (DOT) alcohol testing rules as specified in 49 CFR.

If a covered employee is determined to be, as the result of a breath alcohol test (BAT), between the level of .02 and .039, that employee will be removed from safety sensitive function as defined in 49 CFR Part 382.107, Paragraphs 1-6, for a period of twenty-four (24) hours. If the employee requests, management will determine if there is appropriate meaningful work that the employee can perform that can be legitimately charged according to the employee's occupation and pay grade. If such work cannot be found, management will personally notify the area Steward/MTC Representative prior to sending the employee home. The employee may elect to charge Codes 241 (Vacation), 243 (Paid Time Off), or 500 (Other Excused, Unpaid Absence) according to the provisions and limitations of our General Agreement.

13. Drug Testing

This records the understanding reached with regard to the treatment of Council represented employees impacted by 10 CFR Part 707, *Workplace Substance and Abuse Programs at DOE sites*.

The Council agrees to recognize 10 CFR Part 707, *Workplace Substance and Abuse Programs at DOE sites*, with the provision that, for Council represented employees, the programs and testing for substance abuse became effective on July 1, 2009.

14. Tobacco-Free Work Environment

Sandia National Laboratories and the Atomic Projects and Production Workers, Metal Trades Council, AFL-CIO (MTC) are committed to maintaining a healthy, comfortable, safe, and productive work environment. Toward this end, the MTC agrees to support implementation of the tobacco-free initiative, which prohibits the use of all tobacco products in all Laboratories controlled property*, both inside and outside of our buildings and in all vehicles, effective October 1, 2009. This prohibition will include smoking and the use of products such as chewing tobacco and snuff.

Sandia offers employees a number of no cost tobacco-cessation programs including counseling, coaching, and free medications (e.g., Nicotine Patch, Wellbutrin, and Chantix). Employees may participate by contacting HBE at 505-844-HBES (4237) or see hbe.sandia.gov and search the term "smoking."

* Real property or buildings (or portions thereof) owned, leased, or withdrawn by or permitted to DOE and designated for Sandia National Laboratories. Includes leased or permitted commercial space (e.g., Research Park in Albuquerque, NM); does not include sites where Sandia National Laboratories performs work but DOE has no legal interest (e.g., a courtesy office provided to a visitor on the premises of a technology transfer partner).

ARTICLE 47 - POLYGRAPH TEST

1. This document records our understanding regarding the treatment of Council represented employees whose jobs require special security access for which a polygraph is required by the Department of Energy (such as the Human Reliability Program [HRP]) when their special access is revoked, renewal is denied, or if they refuse to participate in the polygraph testing requirement.
2. Candidates for a special access position that decline or are denied special access will no longer be considered eligible for the position.
3. A current participant whose special access is revoked or renewal denied will be immediately removed from this position and assigned non-special access duties for thirty (30) calendar days. During this time the employee and his/her management will attempt to place the employee in a vacancy at the same or lower grade. If no vacancy is available at the end of thirty (30) days, the employee will be placed on departmental leave without pay for thirty (30) calendar days while seeking another assignment. If the employee is unable to find another assignment by the end of this thirty (30) day period, the employee will be placed on Leave of Absence without pay or benefits for twenty-four (24) months while seeking another assignment.

ARTICLE 48 - OCCUPATIONAL RADIATION EXPOSURE INFORMATION

1. Information entered in an employee's occupational radiation exposure record shall be made available to the employee or their representative upon request. The Laboratories shall have fifteen (15) working days to provide such information. If the Laboratories cannot provide access to the records within the fifteen (15) working days, the Laboratories shall within fifteen (15) working days apprise the employee or designated representative requesting the records of the reason of the delay and the earliest date when the records can be made available.
2. Each employee who has a dosimeter shall be informed as soon as the records are available after the close of the calendar year of total effective dose equivalent for the preceding calendar year.
3. An employee shall be notified immediately of his/her recorded radiation exposure, following the determination by any technique acceptable to the DOE that said employee has received a recorded accumulated radiation exposure exceeding any regulatory limits.
4. Each employee for whom radiation exposure records are maintained shall be provided, upon request and as soon as practicable, but no later than ninety (90) calendar days following the date of the request, a written summary of cumulative recorded occupational radiation exposure received during the period of employment.

ARTICLE 49 - AGENCY SHOP

1. Each employee who, on or after the thirty-first (31st) day following the beginning of the employee's employment, is, or thereafter becomes, a member of the Council in good standing shall, as a condition of employment with the Laboratories, pay or tender to the Council amounts equal to the periodic dues uniformly required as a condition of acquiring or retaining Council membership until termination of this Agreement.
2. Each employee who is not a member of the Council shall, as a condition of employment with the Laboratories, pay or tender to the Council amounts equal to an agency fee determined by the appropriate affiliated Union of the Council and by the Council in a manner required by law, for the period thirty-one (31) calendar days from the beginning of the employee's employment or entrance into the bargaining unit, whichever is the later, until termination of this Agreement.
3. The conditions of employment with the Laboratories specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirty-first (31st) day following return to the bargaining unit. Formal separation shall include removal from the payroll of the Laboratories, transfers out of the bargaining unit, and Leaves of Absence of more than one (1) month.

ARTICLE 50 - PAYROLL DEDUCTION OF COUNCIL DUES/FEEES

1. The Laboratories will deduct a stated amount equivalent to the regular monthly dues or agency fee determined in the manner required by law as established by the employee's affiliated Union of the Council from the pay of an employee and transmit the same to the Council upon receipt of an authorization for such deductions signed by the individual employee on the Laboratories' Payroll Deduction Authorization Card subject to the following provisions:
 - 1.1. One deduction in respect to the current month's dues or agency fees will be made during each calendar month from the wages paid on the first payday of the calendar month for the full amount of such dues or agency fees, provided the deduction authorization is received in the payroll organization at least fourteen (14) calendar days in advance of such payday and provided there is sufficient pay available to cover the same after all other deductions authorized by the employee or required by law have been made. Deductions will not be made in respect to any prior month's dues or agency fee except when the Laboratories, through error or oversight, failed to make the deduction in any such month.
 - 1.2. The amount of monthly dues or agency fees of a Union affiliated with the Council will be certified to the Laboratories in writing from time to time by the Secretary-Treasurer of the Council. The amount so certified shall be uniform for all members or for all represented employees who are not members of each Union affiliated with the Council. The same procedure will be applied with the affiliated unions that have multiple dues structures. A certification from the Secretary-Treasurer of the

Council which changes the amount of regular dues, or of agency fees of a Union affiliated with the Council, shall become effective the first (1st) day of the calendar month following a period of fifteen (15) calendar days from the date the Laboratories receives such certification.

2. Within two (2) calendar weeks following the payday on which the deduction has been made, the Laboratories shall deliver to the Council's Secretary-Treasurer a check for the amount due drawn in favor of the Council and a list of the names of employees from whose pay:
 - Regular deductions have been made and the amounts
 - No deduction has been made because of cancellation of authorization
 - No deduction has been made because of revocation of authorization
 - No deduction has been made because of insufficient earnings available in this pay period.
3. An authorization by an employee for deduction of dues or of agency fees shall be canceled automatically, and the Council notified within fourteen (14) days, whenever such employee is transferred out of the bargaining unit, is removed from the payroll of the Laboratories, or goes on a Leave of Absence of more than thirty (30) calendar days.

Such employee's deduction authorization shall be automatically reinstated in the calendar month following the calendar month of return to the bargaining unit following a period of separation because of temporary transfer out of the bargaining unit or a Leave of Absence of more than thirty (30) calendar days.

4. An authorization by an employee for deduction of dues or of agency fees may be revoked by such employee through a letter to the Council and the Laboratories by Certified U.S. Mail, Return Receipt Requested. Such revocation shall be effective in the second calendar month following the calendar month in which the Laboratories receives such letter.

ARTICLE 51 - ABROGATION OF AGREEMENT ARTICLES

1. This Agreement expresses the entire understanding of the Laboratories and the Council and no amendments shall be valid except when mutually agreed upon and committed to writing and signed by the Laboratories and the Council.
2. Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 52 – DURATION

This Agreement shall become effective October 1, 2014, but only if ratified by the Council membership on or before September 30, 2014, and, when effective, shall continue in full force and effect until 11:59 p.m., September 29, 2017, and from year to year thereafter unless written notice to terminate or modify this Agreement is given by either party to the other at least sixty (60) calendar days prior to September 30, 2017, or at least sixty (60) calendar days prior to the end of any subsequent annual period.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

[Redacted Signature]

Metal Trades Council

Employee & Labor Relations

[Redacted Signature]

Metal Trades Council

[Redacted Signature]

Employee & Labor Relations

[Redacted Signature]

Facilities (4800)

[Redacted Signature]

R&D Science & Engineering (2718)

[Redacted Signature]

EEO Specialist

Ratified by the Council, September 30, 2014

[Redacted Signature]

Metal Trades Council

APPENDIX A

| Job Title | Occupation Number | Grade |
|---|-------------------|-------|
| APPRENTICE ELECTRONICS TRADESMAN | 6041 | |
| APPRENTICE MACHINIST TRADESMAN | 6040 | |
| APPRENTICE MECHANICAL MEASUREMENTS TRADESMAN | 6043 | |
| APPRENTICE MATERIALS PROCESSING SPECIALTY TRADESMAN | 6042 | |
| APPRENTICE ELECTRICAL TRADESMAN* | 6045 | |
| APPRENTICE MECHANICAL TRADESMAN* | 6046 | |
| APPRENTICE STRUCTURAL TRADESMAN* | 6047 | |
| ASSEMBLER* | 6404 | |
| Explosives Devices* | 6404A6 | 6 |
| Mechanical* | 6404A7 | 7 |
| PC and Electro/Mechanical Development* | 6404B6 | 6 |
| BINDERY OPERATOR* | 7333 | |
| Hand* | 7333A3 | 3 |
| Lead* | 7333A7 | 7 |
| Machine* | 7333A5 | 5 |
| CHAUFFEUR* | 6701 | |
| General* | 6701A5 | 5 |
| CLEANER | 7024 | |
| Auto Equipment | 7024A3 | 3 |
| Development Shops* | 7024A2 | 2 |
| Equipment | 7024A4 | 4 |
| Equipment Rooms* | 7024C3 | 3 |
| Remote Areas | 7024B3 | 3 |
| Precision Clean Room Worker* | 7024A4 | 8 |
| CONTROL COORDINATOR* | 7002 | |
| Equipment Pool* | 7002A8 | 8 |
| CUSTODIAN | 7205 | |
| General | 7205A1 | 1 |
| Lead | 7205B4 | 4 |
| Lead | 7205A5 | 5 |
| Floor Care | 7205A2 | 3 |
| Special Access Area | 7205B2 | 2 |
| Utility* | 7205A4 | 4 |
| DISMANTLER* | 7068 | |
| Flame Cutter/Utility Operator* | 7068A5 | 5 |
| Reclamation* | 7068A6 | 6 |
| GARDENER | 7255 | |
| General | 7255A6 | 6 |
| Laborer/Lead | 7255A7 | 7 |

| Job Title | Occupation Number | Grade |
|-------------------------------------|-------------------|-------|
| HELPER* | 7191 | |
| Bindery Reproduction* | 7191A1 | 1 |
| Electronic Technician* | 7191D4 | 4 |
| Fabrication Support Technician* | 7191A4 | 4 |
| Machine Repair* | 7191A6 | 6 |
| Maintenance Support Technician* | 7191B4 | 4 |
| Specialty Technician* | 7191E4 | 4 |
| Specialty Support Technician* | 7191C4 | 4 |
| INSPECTOR* | 6603 | |
| Excess Property* | 6603A8 | 8 |
| LABORER | 7251 | |
| Heavy* | 7251A3 | 3 |
| Lead* | 7251A7 | 7 |
| Remote Areas Lead* | 7251B7 | 7 |
| Vehicle Operator | 7251A4 | 4 |
| LAYOUT OPERATOR | 6075 | |
| Packing | 6075A7 | 7 |
| Raw Stock* | 6075A8 | 8 |
| Receiving | 6075A6 | 6 |
| Salvage Yard | 6075B7 | 7 |
| Test Support* | 6075B8 | 8 |
| LIMITED TERM TRADES TRAINEE | R08407 | |
| MATERIAL COORDINATOR* | 6169 | |
| Development Shops* | 6169A7 | 8 |
| MATERIAL HANDLER* | 7021 | |
| General* | 7021A4 | 4 |
| Just-in-Time* | 7021B4 | 4 |
| METAL STOCK HANDLER* | 7032 | |
| Cutter* | 7032A4 | 4 |
| Cutter and Burner* | 7032A7 | 7 |
| NEUTRON GENERATOR PRODUCTION | 6650 | |
| Material Coordinator | 6650A7 | 8 |
| Specialist* | 6650A8 | 8 |
| OILER* | 6804 | |
| General* | 6804A6 | 6 |
| PACKER* | 7022 | |
| General* | 7022A6 | 6 |
| PRESS OPERATOR | 7318 | |
| Offset | 7318A7 | 7 |
| Printing* | 7318A6 | 6 |
| Utility* | 7318A8 | 8 |

| Job Title | Occupation Number | Grade |
|------------------------------------|-------------------|-------|
| RECEIVING CLERK | 7020 | |
| Development Shops | 7020A7 | 8 |
| Just-in-Time* | 7020B5 | 5 |
| Receiving | 7020A5 | 5 |
| REPRODUCTION EQUIPMENT OPERATOR | 7320 | |
| Diazo* | 7320A4 | 4 |
| Lead* | 7320A7 | 7 |
| Duplicating* | 7320A5 | 5 |
| RIGGER* | 7005 | |
| Crane Operator* | 7005A7 | 7 |
| SERVICE MECHANIC | 6811 | |
| Maintenance Support* | 6811C7 | 7 |
| Mechanical* | 6811A7 | 7 |
| Structural | 6811B7 | 7 |
| SERVICE WORKER | 6812 | |
| Fire Extinguisher | 6812A6 | 8 |
| Lighting Fixtures | 6812A7 | 8 |
| SIP MEST | R08404 | |
| SPECIAL HANDLER | 7001 | |
| Explosives | 7001A8 | 8 |
| Nuclear Materials* | 7001B8 | 8 |
| SPECIALTY WORKER* | 6181 | |
| Electronic Technician* | 6181E8 | 8 |
| Explosives Devices* | 6181A7 | 7 |
| Fabrication Support Technician* | 6181B8 | 8 |
| Machine Repair* | 6181A8 | 8 |
| Maintenance Support Technician* | 6181C8 | 8 |
| Power Sources* | 6181B7 | 7 |
| Specialty Technician* | 6181F8 | 8 |
| Specialty Support Technician* | 6181D8 | 8 |
| STOCKKEEPER | 7053 | |
| General* | 7053A5 | 5 |
| Instruments* | 7053C6 | 6 |
| Lead Redistribution and Marketing* | 7053B6 | 6 |
| Reclamation | 7053D6 | 6 |
| Redistribution and Marketing | 7053C5 | 5 |
| Storage* | 7053B5 | 5 |
| Storage and Stores* | 7053A6 | 6 |
| STOCK SELECTOR* | 7051 | |
| General* | 7051A3 | 3 |
| Just-in-Time* | 7051A2 | 2 |
| STUDENT LABORER SUMMER | R08403 | |
| TESTER* | 6491 | |
| Electronic Components* | 6491A7 | 7 |

| Job Title | Occupation Number | Grade |
|---------------------------------|-------------------|-------|
| TOOLKEEPER* | 7225 | |
| Development Shops* | 7225A5 | 5 |
| Lead* | 7225A7 | 7 |
| TRUCK DRIVER | 6776 | |
| General* | 6776A7 | 7 |
| Heavy | 6776A6 | 6 |
| Lead | 6776A8 | 8 |
| Utility | 6776A5 | 5 |
| UTILITY OPERATOR | 7054 | |
| Hazardous Material* | 7054A6 | 6 |
| Plant Engineering Warehouse | 7054A7 | 7 |
| WORKER | 6406 | |
| Electronic Technician* | 6406D6 | 6 |
| Fabrication Support Technician* | 6406A6 | 6 |
| Maintenance Support Technician | 6406B6 | 7 |
| Specialty Technician* | 6406E6 | 6 |
| Specialty Support Technician* | 6406C6 | 6 |

* Indicates unpopulated jobs.

| Job Title | Occupation Number | Trade |
|--|-------------------|-------|
| <u>ELECTRONIC MANUFACTURING & INSPECTION GROUP TRADES</u> Fabrication Trades* Repair and Calibrating Trades Inductor Fabrication Trades | | T1 |
| <u>ELECTRICAL GROUP TRADES</u> Electrical Trades | | T1 |
| <u>LOCKSMITH GROUP TRADES</u> Locksmith Trades | | T1 |
| <u>MACHINING TRADES SUPPORT GROUP TRADES</u> Precision Grinder Trades Precision Metals Trades Precision Welder Trades Machine Repair Trades Mechanical Fabricator Trades Explosives Devices Fabricator Trades Heat Treat Trades | | T1 |
| <u>MACHINIST GROUP TRADES</u> Machinist Trades | | T1 |
| <u>MATERIALS PROCESSING SPECIALTY GROUP TRADES</u> Glass Trades Active Ceramics Trades Photo Fabrication Trades Advanced Prototyping Trades Organic Materials Trades Inspection and Testing Trades Lab Maintenance Trades Neutron Generator Electromechanical Trades | | T1 |
| <u>MECHANICAL GROUP TRADES</u> Mechanical Trades Boiler Operator Trades | | T1 |
| <u>MECHANICAL MEASUREMENTS GROUP TRADES</u> Mechanical Measurements Trades | | T1 |
| <u>MOTOR POOL MECHANIC GROUP TRADES</u> Motor Pool Mechanic Trades | | T1 |
| <u>STRUCTURAL GROUP TRADES</u> Structural Trades | | T1 |
| <u>HEAVY EQUIPMENT OPERATOR GROUP TRADES</u> Heavy Equipment Operator Trades | | T2 |

| Job Title | Occupation Number | Trade |
|---|-------------------|-------|
| <u>MECHANICAL SYSTEMS INSULATOR GROUP TRADES</u> Insulation Trades | | T2 |
| <u>PAINTER GROUP TRADES</u> Painter Trades | | T2 |
| <u>SPECIAL MATERIAL HANDLER GROUP TRADES</u> Special Material Handler Trades | | T2 |

* Indicates unpopulated jobs.

Attachment to Article 45 LEADERSHIP MESSAGE



**Memorandum of Understanding
Appointed Safety Liaison During the 2014 Negotiations**

The parties acknowledge that the health and safety of the Sandia workforce and its MTC members is of paramount importance to both the Laboratories and the MTC. During the 2014 collective bargaining agreement the parties spent considerable time discussing the possibility of appointing a Council safety liaison.

To that end, the Parties have agreed to form a joint subcommittee that will meet within 60-days following ratification of the Agreement to jointly develop a Council Safety Liaison pilot program. The pilot program's subcommittee will contain no more than three Council and three management representatives. The subcommittee will establish the Council Safety Liaison pilot position according to the following agreements:

- The pilot position will be assigned to department 04878, Facilities ESH Services.
- The subcommittee will jointly develop the position's responsibilities and scope of work.
- The subcommittee will jointly select the employee to be appointed. The Council will provide a list of five (5) qualified individuals and the Laboratories will select the individual from the proposed list.
- If the event the joint subcommittee cannot mutually agree to the position's responsibilities, scope of work, or on the selection of the representative, management will have authority to select and implement at its discretion.
- The subcommittee will jointly establish periodic reviews and evaluations of the pilot program and its effects on improving the health and safety of the workers and the worksite.
- The pilot program will last only the duration of the 2014 to 2017 agreement.
- There is no obligation to continue this pilot position beyond the expiration of the Agreement, September 29, 2017, unless mutually agreed to during the next contract negotiations period.
- The establishment of this pilot program and pilot position will have no impact on any of the Laboratories' current environmental, safety, and health job family; for example, the Environment, Safety, and Health Technologist, the ES&H and S&S Regulatory Compliance Analyst, the Environment, Safety and Health Generalist, and the Environmental Professional positions will remain separate and not a part of the MTC bargaining unit and the Council acknowledges no representational rights to those positions.

Approved by the Council



Metal Trades Council

Approved by the Laboratories



Employee & Labor Relations

INDEX

A

Abrogation of Agreement Articles, 109
Absence Due to Death in the Immediate Family, 63
Absence, Leaves of, 71
Absences, Pay Treatment for, 25
Absences, Unpaid, 11, 64, 65, 67, 106
Access of Visiting Council Officials to Laboratories
Premises, 8
Agency Shop, 108
Membership Dues, 108
Allowance, Meal. *See* Meal Allowance
Allowance, Minimum Pay. *See* Minimum Pay
Allowance
Appendix A, 111
Arbitration, 19
Arbitrator, 20, 21
Decision Rendered, 20, 21
Expenses, 21
Referral Procedure, 19
Arbitrator, Authority of, 51
Area Safety Committees, 103
Attachment to Exhibit II
Reinstatement, 74

B

Bargaining Procedure. *See* Collective Bargaining
Procedure
Bargaining Unit, 5
Bargaining Unit, Included Occupations, 4
Bargaining Unit, Movement Outside. *See* Movement
Outside the Bargaining Unit
Base Rate, 5, 50
Bid Procedure. *See* Post and Bid
Borrowing Vacation, 56
Bulletin Boards, 14
Business, Management of. *See* Management of the
Business

C

Called in Emergency, 53
Chief Stewards, Designation of, 9
Chief Stewards, Payment of, 9
Collective Bargaining Procedure, 7
Number of Representatives, 8
Pay Treatment, 8
Committee, Joint Job Grades Study. *See* Joint Job Grades
Study Committee
Conducting Council Business on Laboratories Time, 16
Core Work Hours, 22

Council Business, Conducting. *See* Conducting Council
Business on Laboratories Time
Council Dues, Deduction of, 108
Council Duties. *See* Treatment of Employees Performing
Council Duties
Council Officers, Designation of, 9
Council Officers, Payment of, 9
Court Attendance, 62
Credited Service, 92

D

Day in Lieu of Saturday, 5
Day in Lieu of Sunday, 6
Death in the Immediate Family, 63
Definition of Terms, 5
Bargaining Unit, 5
Base Rate, 5, 50
Day in Lieu of Saturday, 5
Day in Lieu of Sunday, 6
Double Time, 6
Layoff or Laid Off, 6
Standard Daily Work Schedule, 6, 24
Standard Weekly Work Schedule, 6
Straight Time, 7
Time and One Half, 7
Workday, 7
Workweek, 7
Dental Expense Plan, 13, 99
Designation of Council Officers, Chief Stewards, and
Stewards, 9
Disability Pay, Occupational. *See* Occupational Disability
Pay
Discharge, 93, 94, 95, 101
Disciplinary Action, 95, 101
Disciplinary Memorandum, 96
Discrimination. *See* Nondiscrimination
Double Time, 6, 24
Downgrading, 49, 52, 89, 90, 99
Duration, 110

E

Effective Service Date, 93
Effective Service Date, Computation of, 93
Emergency, Called in, 53
Emergency, Qualifying. *See* Qualifying Emergency
Energy Conservation Day, 25, 68
Schedule, 68
Environment Safety and Health
Area Safety Committees, 103
Council ES&H Representative, 103, 105

Medical Surveillance, 104
Safety Equipment, 103
Worker Protection, 104
Environment, Safety, and Health, 102
ES&H Representative, 105
ES&H Representative, Duties, 105
Essential Functions, 91
Excluded, Defined, 4
Excused Unpaid Absence, 11, 64, 65, 106

F

Flexible Work Schedule, 22
Functions, Essential, 91

G

Grievance Procedure, 17
 Aggrieved Employee, 19
 Extension, 19
 Grievance Statement of the Facts, 18
 Grievance Steps, 17, 18
 Pay for Time Spent by Employees, 19

H

Health Insurance Plans, 80
Holidays, 24, 61
 Days Recognized as Holidays, 61
 Scheduled Work on a Holiday, 62

I

Immediate Family, Defined, 59
Included, Defined, 4
Increases, Progression. *See* Progression Increases
Insurance, Health Insurance. *See* Health Insurance Plans
Insurance, Pension and Group Life. *See* Pension and
 Group Life and Accident Insurance Plans
Investigating Grievances, 9, 10, 11, 16
Investigating Grievances, Payment for, 10

J

Job Grades, 42
 Job Grades Grievance Procedure, 42
 Temporary Job Grades, 43
Job Posting, 87, 88
Job Vacancies, 88
Joint Job Grades Study Committee, 44
Jury Duty, 62

L

Layoff Notice and Allowance
 Layoff Allowance, 97
 Subcontracting, 98
 Treatment of Displaced Employees, 99
 Treatment of Laid-Off Employees, 99
Layoff or Laid Off, 6
Leaves of Absence, 71
Limited Term Employee, 9, 35
Loans and Temporary Upgrades, 91
Long Term Disability Plan, 13, 69
Lunch Period, Working, 22

M

Management of the Business, 5
Meal Allowance, 41
Military Service, 92
Minimum Pay Allowance, 54
Movement of Personnel, 84, 86
Movement Outside the Bargaining Unit, 91

N

Nondiscrimination, 15
Nonrepresented Employees and Supervisors Performing
 Work Normally Assigned to Represented Employees,
 101
Notices to the Council, 95
 Disciplinary Memo, 96

O

Occupational Disability Pay, 69
Occupational Radiation Exposure Information, 107
 Radiation Exposure Records, 107
occupational titles, 43
Overtime, 24, 40
 Computation, 41
 Double Time, 41
 Time and One Half, 41

P

Pay Allowance, Minimum. *See* Minimum Pay
 Allowance
Pay Treatment for Absences, 25, 62
 Absence Due to Death in the Immediate Family, 63
 Accrued Credits, 64
 Community Service Time Off, 65
 Credits Not Used in Fiscal Year, 64
 Jury Duty and Other Court Attendance, 62
 Paid Time Off (PTO), 25, 63, 64, 65, 67, 71

- Regular employees, 62
- Service as Judges and Clerks of Election, 62
- Unpaid Excused Absences, 64
- Voting Time, 63
- Pay Treatment for Council Duties, 9
- Pay Treatment, Collective Bargaining, 8
- Payment for Absence Due to Personal Sickness, 25, 66
 - Payment for Absence, 67
- Payment of Wages, 52
- Payroll Deduction of Council Dues, 108
- Peacetime Training and Local Emergency Service with the Armed Forces, 25, 70
 - Active Duty, 71
 - Annual and Intermittent Training, 70
 - Draft Registration, 71
 - Extended Periods of Training, 71
 - Local Emergency Service, 70
- Pension and Group Life and Accident Insurance Plans, 77
- Personal Rate, 52, 99
- Personal Sickness, Absence Due to. *See* Payment for Absence Due to Personal Sickness
- Personnel, Movement of. *See* Movement of Personnel
- Physician's Certificate, 14, 57, 62, 64, 67
- Post and Bid, 87
- Posting Bulletin Boards. *See* Bulletin Boards
- Preamble, 4
- Premium, Shift. *See* Shift Premium
- Previous Agreement, 4
- Priority Placement, 87
- Probationary Employees, 35, 85, 94
- Probationary Period, 35
- Progression Increases, 48

Q

- Qualifying Emergency, 58

R

- Radiation, Occupational, Exposure Information. *See* Occupational Radiation Exposure Information
- Recall Rights, 90
- Recognition, 4
 - Excluded, 4
 - Included, 4
- Reduction in Force, 36, 89
- Reinstatement, 14, 72, 73, 74, 75, 76, 85, 92, 94
- Rest Periods, 84

S

- Safety Equipment, 103
- Safety, Area Committees. *See* Area Safety Committees

- Safety, Environment and Health. *See* Environment, Safety and Health
- Schedules, Work. *See* Work Schedules
- Seniority, 31, 57, 69, 71, 72, 74, 75, 84, 85, 87, 88, 89, 90
- Seniority and Movement of Personnel, 84
 - Loans and Temporary Upgrades, 91
 - Movement Outside the Bargaining Unit, 91
 - Post and Bid, 87
 - Priority Placement, 87
 - Probationary Employees, 85
 - Recall Rights, 90
 - Seniority Credit, 85
- Seniority, Broken, 85
- Service, Credited. *See* Credited Service
- Shift Premium, 54
- Sickness Absence, 13, 63, 64, 65, 66, 70
- Smoking
 - See* Tobacco Free Work Environment, 106
- Solicitation of Council Membership, 16
- Standard Daily Work Schedule, 6, 24
- Standard Weekly Work Schedule, 6
- Start Rate, 48, 49, 50, 51
- Stewards, Designation of, 9
- Stewards, Maximum Number, 9
- Stewards, Payment of, 9
- Straight Time, 7
- Strike, 101
- Subcontracting, 98, 100
- Supervisors and Nonrepresented Employees Performing Work Normally Assigned to Represented Employees, 101
- Surplus Employee, 31, 40
- Suspensions and Termination of Employment Relieved,
 - Dropped, or Discharged, 93
 - Offers of Settlement, 94
 - Referral to Arbitration, 94

T

- Term of Employment, 35, 58, 92, 93, 97, 99
- Terms, Definition of. *See* Definition of Terms
- Time and One Half, 7, 24
- Transfers, 49, 50, 85, 87, 91, 108, 109
- Treatment of Employees Performing Council Duties, 9
 - Aggregate Pay, 10
 - Consideration Following Leaves of Absence, 14
 - Excused Unpaid Absence, 11
 - Investigating Grievances or Conferring with Management, 10
 - Joint Council Management Training, 10
 - Leaves of Absence, 12
 - Maximum Number, 9
 - Overtime, 10

Pay Treatment for Council Duties, 9

Voting Time, 63

U

Unpaid Absence, 11, 64, 65, 106
Unpaid Excused Absences, 64
Upgrade, 49, 51, 88, 91

V

Vacancies. *See* Job Vacancies
Vacations, 56
 Borrowing, 56
 Computation of Vacation Pay, 58
 Credits, 56
 Scheduling Vacations, 57
 Vacation Donation Plan (VDP), 58
 Vacation Pay Upon Termination of Employment, 56

W

Wages
 Apprentices, 52
 Downgrading, 49
 Personal Rates, 52
 Progression Increases, 48
 Transfer Between a Job Grade and a Trade, 50
 Upgrading, 49
 Wage Data to be Furnished the Council, 51
Work and family benefits, 81
Work Schedules, 21
 Flexible Work Schedule, 21
Workday, 7
Workweek, 7

CY2015

9/80 Workweek, Payday and Holiday Schedule

Legend:

- Schedule A off day
- Schedule B off day
- Payday
- Holiday

| January | | | | | | |
|---------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| February | | | | | | |
|----------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |

| March | | | | | | |
|-------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| April | | | | | | |
|-------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

| May | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| June | | | | | | |
|------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

| July | | | | | | |
|------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| August | | | | | | |
|--------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| September | | | | | | |
|-----------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | 1 | 2 | 3 | 4 | 5 | |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

| October | | | | | | |
|---------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| November | | | | | | |
|----------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

| December | | | | | | |
|----------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | 1 | 2 | 3 | 4 | 5 | |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

NOTE: The third paycheck of the month does **not** include insurance deductions; therefore, the paycheck amount will be higher.

CY2016

9/80 Workweek, Payday and Holiday Schedule

Legend:

- Schedule A off day
- Schedule B off day
- Payday
- Holiday

| January | | | | | | |
|---------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| February | | | | | | |
|----------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | | | | | |

| March | | | | | | |
|-------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| April | | | | | | |
|-------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

| May | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| 1 | 2 | 3 | 4 | 5 | 12 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 26 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| June | | | | | | |
|------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | 1 | 2 | 3 | 4 | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 17 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

| July | | | | | | |
|------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | 1 | 2 | |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| August | | | | | | |
|--------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| September | | | | | | |
|-----------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

| October | | | | | | |
|---------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| November | | | | | | |
|----------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

| December | | | | | | |
|----------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

NOTE: The third paycheck of the month does **not** include insurance deductions; therefore, the paycheck amount will be higher.

CY2017

9/80 Workweek, Payday and Holiday Schedule

Legend:

- Schedule A off day
- Schedule B off day
- Payday
- Holiday

| January | | | | | | |
|---------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| February | | | | | | |
|----------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | | | | |

| March | | | | | | |
|-------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| April | | | | | | |
|-------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

| May | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| June | | | | | | |
|------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | 1 | 2 | 3 | |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

| July | | | | | | |
|------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| August | | | | | | |
|--------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| September | | | | | | |
|-----------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

| October | | | | | | |
|---------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| November | | | | | | |
|----------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

| December | | | | | | |
|----------|-----|-----|-----|-----|-----|-----|
| SUN | MON | TUE | WED | THU | FRI | SAT |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

NOTE: The third paycheck of the month does **not** include insurance deductions; therefore, the paycheck amount will be higher.