

# Agreement

Between



**SANDIA NATIONAL LABORATORIES**

**AND**

**Office & Professional Employees International Union  
Local 251 AFL-CIO**



**Effective October 1, 2014**

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## **PREAMBLE**

AGREEMENT made this 1st day of October 2014 by and between SANDIA CORPORATION (also known as the SANDIA NATIONAL LABORATORIES), hereinafter called the “Laboratories,” and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 251, AFL-CIO, hereinafter called the “Union.”

The Laboratories and the Union have a common and sympathetic interest in the progress of the Weapons Program and the National Security mission. Therefore, the Laboratories and the Union 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 Union, 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 Union’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 Union 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 Union as the exclusive representative of the following employees of Sandia Corporation located at Kirtland Air Force Base East, and any other locations in Albuquerque, New Mexico.

**INCLUDED:** All office and clerical employees. The occupations currently included in the Bargaining Unit are as listed in ARTICLE 13, subject to the conditions of Paragraph 3, except when assigned in the organizations excluded below.

**EXCLUDED:** All other employees, including draftsmen, technical employees, professionals, Office Management Assistants and secretaries to Directors, and higher levels of supervision, guards, supervisors as defined by the National Labor Relations Act as amended, all employees in the following organizations: Human Resources Division; Audit and Ethics Center; Financial Systems and Pension Fund Management; Corporate Business Development and Partnerships; Executive Staff Center; Legal Division; Division and Strategic Management Unit (SMU) support or business offices;

and all employees whose employment is or may hereafter be classified under the occupational code numbers and titles listed below:

<b>IJS Occupation Code</b>	<b>IJS Occupation Title</b>
<b>0124</b>	<b>Administrative Support</b>
<b>0908</b>	<b>Facilities Scheduling Support</b>
<b>0223</b>	<b>Financial Support</b>
<b>0315</b>	<b>Illustration Support</b>
<b>0313</b>	<b>Laboratory Publications Support</b>
<b>0613</b>	<b>Material Management Support</b>
<b>0312</b>	<b>Photographic Support</b>
<b>0614</b>	<b>Production Control Support</b>
<b>0125</b>	<b>Purchasing Support</b>
<b>0127</b>	<b>Training Support</b>

2. This recognition is based upon the certification of the National Labor Relations Board dated September 8, 1950, in Case Number 33-RC-218, and dated September 7, 1961, in Case Number 28-RM-74.
3. The Laboratories will advise the Union in writing of all additional or newly established salaried occupations other than professional and will, on request of the Union, negotiate as to whether such occupations shall be included in the Bargaining Unit. Any such unresolved differences shall be referred to the Regional Office of the National Labor Relations Board for opinion and the opinion of the Regional Director given orally or in writing will be accepted by the parties as a binding decision.

## **ARTICLE 2 - MANAGEMENT OF THE BUSINESS**

The right to manage the Laboratories and to direct the working forces and operations of the Laboratories, subject to the limitation 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:

<b>BASE RATE</b>	A weekly rate of pay assigned to an employee based on job classification assignment.
<b>COMPRESSED WORK WEEK (CWW)</b>	<p>The 9/80 work schedule is comprised of two (2) Fair Labor Standards Act (FLSA) work weeks in which non-exempt employees work 80 hours of regular time over the course of nine (9) scheduled workdays in a two (2) week period.</p> <p>The FLSA work week for non-exempt employees is defined as a one-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 manager and employee.</p> <ul style="list-style-type: none"> <li>▪ Note: Changes in the COMPRESSED WORK WEEK schedule cannot be made without completing the entire two (2) week, nine (9) STANDARD DAILY WORK SCHEDULE cycle.</li> </ul>
<b>DAY IN LIEU OF SATURDAY</b>	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.
<b>DAY IN LIEU OF SUNDAY</b>	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 schedule basis.
<b>DOUBLE TIME</b>	Pay at two hundred percent (200%) of STRAIGHT TIME.
<b>DOUBLE TIME AND ONE-HALF</b>	Pay at two hundred and fifty percent (250%) of STRAIGHT TIME.
<b>FISCAL YEAR</b>	The twelve (12) month period beginning with October 1 of one (1) calendar year and ending with September 30 of the succeeding calendar year.
<b>FURLOUGH</b>	A Laboratory directed temporary leave that places an employee in either a paid or non-pay status without duties caused by a temporary lack of government funding.
<b>GRIEVANCE</b>	An oral or written allegation by an employee on the Laboratories' payroll, or by the Union, that the Laboratories has violated a specific provision of this Agreement.

<b>LAYOFF OR LAID OFF</b>	A suspension of employment arising out of a reduction in the force due to lack of work, provided, however, an employee's service shall not be considered suspended by LAYOFF; nor shall the employee be considered LAID OFF under the following circumstances: (1) when the employee's services are 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; (2) when not reinstated from Leave of Absence; and (3) Furlough due to a temporary lack of government funding will not be considered Laid Off.
<b>LUNCH PERIOD</b>	½ hour to be taken at some point, approximately mid-way in the shift. Upon mutual agreement of the supervisor and the employee, rest periods may be moved to extend lunch periods.
<b>PART-TIME EMPLOYEE</b>	A Sandia National Laboratories employee with one (1) year or more credited service who works a minimum of twenty (20) hours per week to a maximum of thirty-six (36) hours per week.
<b>STANDARD DAILY WORK SCHEDULE</b>	<ul style="list-style-type: none"> <li>▪ A tour of duty of eight (8) scheduled hours of work.</li> <li>▪ CWW: 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.</li> </ul>
<b>STANDARD WEEKLY WORK SCHEDULE</b>	Five (5) scheduled STANDARD DAILY WORK SCHEDULES.
<b>STRAIGHT TIME</b>	Pay at the hourly equivalent of the employee's current BASE RATE plus shift premium as provided in ARTICLE 18, if applicable, and excluding overtime allowance.
<b>TIME AND ONE-HALF</b>	Pay at one hundred and fifty percent (150%) of STRAIGHT TIME.
<b>WORKWEEK</b>	Seven (7) consecutive calendar days beginning with Friday except that for employees on shifts that 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 Union. The Laboratories and the Union shall notify each other in writing no later than one (1) week prior to the beginning of negotiations of the names of their authorized bargaining representatives and thereafter of any changes which may occur. All

such written communications from the Union shall be signed by the President of the Union 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 Union. 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) Union representatives designated for such purpose set forth in Paragraph 1 of this ARTICLE are present.
5. Not more than two (2) employee representatives of the Union will be paid at STRAIGHT TIME for 100% of time lost from assigned Laboratories duties when representing the Union 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 Union Duties). An additional two (2) employee representatives of the Union shall be paid at STRAIGHT TIME for 50% of time lost from assigned Laboratories duties when representing the Union 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 Union Duties).

## **ARTICLE 5 - ACCESS OF VISITING UNION OFFICIALS TO LABORATORIES PREMISES**

An officer of the Union, Business Representative, or an International Representative not employed by the Laboratories, for the fulfillment of the Union's obligations in administering this Agreement, shall have access to the Laboratories, with Laboratories escort, during working hours. He/she shall obtain from the Employee and Labor Relations Department specific authorization for each visit and such visit shall be subject to such regulations as may be made from time to time by the Laboratories, the Department of Energy or other governmental agencies. 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. The Laboratories will not impose regulations which will render ineffective the intent of this provision.

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 Union'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 UNION DUTIES**

### **1. Designation of Chief Stewards, Stewards, and Union Officers**

- 1.1. The Union shall advise the Laboratories in writing of the names of its Officers, Chief Stewards and Stewards, inclusive of their respective authorities, and titles. Such notification shall be signed by the President of the Union or by the President's duly designated alternate. Union Officers, the 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) Union represented regular employees of the Laboratories. A maximum of three (3) Chief Stewards shall be designated by the Union.
- 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) Union represented regular employees. In which case, the Laboratories will recognize one (1) Steward per thirty (30) represented regular employees or fraction thereof subject to the maximum number specified in Paragraph 1.2 above.
- 1.4. The Union may designate two (2) Union Officials from among the Sandia employee Union Officers, Chief Stewards or Stewards as the full-time designees.
  - 1.4.1. The Laboratories agrees to continue to provide office space, telephone services, and access to computing services for use by the Sandia employee Union Officials.
  - 1.4.2. The Union will advise the Laboratories in writing the names of the two (2) full-time designee Sandia employee Union Officials referred to in Paragraph 1.4 and will provide notice of any change within thirty (30) days after the appointments to these positions.
- 1.5. Supervisors shall be required to recognize the full-time designees, the Chief Stewards, Stewards, and Sandia employee Union Officers of the Union because jurisdictional assignments within organizations are not always feasible.
- 1.6. The President, Vice President, Secretary-Treasurer, Recording Secretary, and Trustees of the Union shall be recognized as the Union Officers referred to in this Agreement.
  - 1.6.1. Any Sandia employee Union Official shall have access to the onsite office space provided by the Laboratories, inclusive of telephone services, and access to computing services. Each of these individuals shall be responsible for conducting authorized Union business on Sandia's premises, in accordance with ethical guidelines set forth by both the Union and the Laboratories.

- 1.7. The selected Stewards or Chief Stewards shall not be transferred or loaned from their shift or department to another except to meet the needs of the Laboratories' business and provided the Union has been notified twenty-four (24) hours in advance. Such transfer is to be mutually agreed upon by both the Union and the Laboratories.
- 1.8. Priority Placement. When a Union Official is removed as a full-time designee by means of a new election, resignation or other means of removal by the Union, within 30 calendar days the employee shall be given priority placement for jobs he or she applies for through the post and bid process within the same classification or lower classification.
- 1.9. Management will have 30 calendar days to implement a transition plan from employee status to Union full-time status, upon notification from the Union. Should the Union and management mutually agree to a shorter transition period, the full-time designee could begin his or her full-time duties sooner.

## 2. Pay Treatment

- 2.1 Two (2) full-time designee Sandia employee Union Officials shall be paid at STRAIGHT TIME for all time lost from assigned Laboratories duties while performing Union duties during his/her STANDARD WEEKLY WORK SCHEDULE subject to compliance with the provisions of Paragraph 3.
  - 2.1.1. The two (2) full-time designee Sandia employee Union Officials are authorized to work at the Union office off Sandia premises on time paid by the Laboratories while performing Union business related to the Laboratories.
- 2.2. All Sandia employee Union Officers and Stewards shall be paid at STRAIGHT TIME for time lost from assigned Laboratories duties while performing the Union duties, subject to compliance with Paragraph 3 and subject to the limitations of Paragraphs 2.4 and 2.4.1.
- 2.3. An employee excused from work assignment for the purpose of an interview by the Union Officials, Chief Stewards, or Stewards in investigating a grievance shall be paid at STRAIGHT TIME for time lost during his/her STANDARD WEEKLY WORK SCHEDULE due to such interview, subject to compliance with the provisions of Paragraph 3 and subject to the limitations of Paragraph 2.4 and 2.4.1.
- 2.4. The Laboratories shall not pay, in the aggregate, more than an average of one-hundred eighty (180) STRAIGHT TIME hours per biweekly payroll period for all time lost from Laboratories duties by the Union Officials, Chief Steward(s), Steward(s), and/or employees in the performance of Union duties. Each March and September if the OPEIU time charges exceed the number of biweekly payroll periods times one-hundred eighty (180) for the prior six (6) months period, any excess charges will be reimbursed by the Union at the then-current Job Rate for the Office Administrative Assistant (OAA) occupation.

- 2.4.1. All Union business conducted off the Laboratories' premises shall be charged to unpaid Union time. Unpaid Union time shall be reported to Employee and Labor Relations. The respective line manager(s) of the respective Sandia employee Union Official(s) shall be notified within twenty-four (24) hours of the request. In order for the respective Sandia employee Union Official to be able to process his/her time card in an accurate manner, it is necessary that confirmation of authorization of such exception time be made by the appropriate management.
  - 2.5. No overtime payment will be made to Sandia employee Union Officials, the Chief Stewards, or Stewards or employees when performing Union duties unless it is necessary to do so during a Laboratories' scheduled and approved overtime assignment.
  - 2.6. It is not intended that Joint Union Management Training time charges for Sandia employee Union officials be included in the time calculations provisions of this ARTICLE. 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 OPEIU Local 251 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

Investigation of grievances within the STANDARD WEEKLY WORK SCHEDULE shall be in conformity with the following:

- 3.1. Prior to leaving his/her work location, the Union Official (other than the two [2] full-time designee Sandia employee Union Officials) or employee to be interviewed in connection with a grievance shall:
  - 3.1.1. Arrange with immediate supervisor to leave the job and for approval of time of leaving. Certification of time shall be documented by posting the amount of time spent through the electronic time keeping system.
  - 3.1.2. Notify the supervisor upon return to the job.
  - 3.1.3. Comply at all times with the Laboratories' time recording and badge access requirements.
- 3.2. When an absence is granted to investigate a grievance, or to confer with management, the Chief Stewards, or Stewards shall, in addition to the requirements of Paragraph 3.1 above:

- 3.2.1. Contact the applicable supervisor in advance, identify the general nature of the grievance, and arrange to excuse the employee(s) necessary to be interviewed. Such visits shall create the least amount of interference with the Laboratories activities.
    - 3.2.2. Make advance arrangements with the applicable supervisor for the conducting of any further necessary investigation.
    - 3.2.3. Time spent by the interviewed employee(s), and the Union Official shall be documented in the electronic time keeping system.
  - 3.3. Normally, investigation of a grievance shall be conducted by one (1) Union Official, Chief Steward or Steward and in no event by more than two (2) Union Officials.
  - 3.4. Normally, not more than one (1) employee will be excused at any one (1) time for interview by a Chief Steward or Steward in connection with a particular grievance.
  - 3.5. 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.
  - 3.6. All such investigation of grievances shall be performed by Chief Stewards, or Stewards designated in accordance with Paragraph 1 of this ARTICLE. The investigation shall be held on the premises of the Laboratories except in the case of the two (2) full-time designee Sandia employee Union Officials as noted in Paragraph 2.1.1 of this ARTICLE.
  - 3.7. The Laboratories may limit or refuse to grant absence by an employee for the purpose of interview by a Union 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 Union Duties (60 Days or Less)
  - 4.1. A reasonable number of employees who have been selected by the Union or the International Union to perform duties for the Union or the International Union shall, on request, be granted an excused absence for that purpose from their assigned Laboratories duties for a reasonable length of time (not to exceed sixty [60] consecutive calendar days) without pay (subject to the provisions of Paragraphs 6 and 7 below). 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. However, 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 workdays in a

calendar year. The provisions of Paragraph 6.2 shall apply to absences in excess of thirty (30) days.

- 4.2. Requests for such absence may, in the case of an employee designated as a Chief Steward, or Steward per Paragraph 1.1 above, be made either verbally or in writing. In the case of an employee other than such a Chief Steward, or Steward, the request shall be made on the employee's behalf by the Union President or a duly designated alternate in writing.

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

- 5.1. A reasonable number of employees who have been selected by the Union or the International Union to perform duties for the Union or the International Union, 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 below, provided:

- 5.1.1. That the President of the Union or the Union's duly designated alternate has advised the Laboratories in writing that the Union 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 Paragraphs 4 and 5 above

- 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.

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

- without pay,
- without eligibility to continue coverage under the Long Term Disability Plan,
- 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 continued coverage under and pursuant to the Group Term Life Insurance Plan for one (1) year, which may be extended beyond one (1) year of leave by paying the required premium for that period of leave in advance,
- 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 Plan by the employee paying one hundred percent (100%) of the premium,
- with eligibility for coverage under and pursuant to the Health Care Plan by the employee paying one hundred percent (100%) of the premium, and
- 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. However, 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. The Leave shall be extended provided a Physician's Certificate of Injury / Illness (PCII) acceptable to the 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 thirty (30) 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 Union 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 31 (Movement of Personnel) and ARTICLE 32 (Seniority) 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. Adjustments shall also be made for any change in occupation or Tier. The employee also shall receive any Lump Sum scheduled to be paid in the FISCAL YEAR in which the employee returns to work.

## 8. ES&H/BBS Coordinator

- 8.1. For the Laboratories to become world class in ES&H performance, safety and quality must be values, not just priorities, and everyone must be responsible for their own safety and the safety of others, both on and off the job. It is therefore agreed that all employees of the Laboratories, including represented employees, must participate in initiatives to improve ES&H and Safety performance. The ES&H/BBS Coordinator provides a valuable communication link between the Union membership and Corporate ES&H and Management to help achieve the Laboratories' goal that "Nobody Gets Hurt" and to help ensure that the Laboratories' products and services meet customer requirements.

The Union designee shall perform the ES&H/BBS Coordinator functions prescribed below.

### 8.2 Environment, Safety & Health (ES&H)

The Union ES&H/BBS Coordinator will participate as a member of various Laboratories ES&H Committees, such as, the DOE/SNL Tripartite ES&H Committee and others as agreed by Union Leadership and Management. This individual will receive Sandia-sponsored training in ES&H programs, procedures, laws, regulations and DOE Orders.

Major Duties include:

- inform the Union of ES&H-related changes which could impact or alter practices or policies specific to the Union's membership and work performed by the membership,

- as a member of the DOE/SNL Tripartite ES&H Committee, assist in fostering open and meaningful communications regarding ES&H issues between the DOE Sandia Site Office, the Laboratories, and the Union,
- act as point of contact between represented employees and the Division ES&H Coordinators, and between represented employees and the ES&H support organizations, and
- bring a Union perspective to the SNL ES&H Program with regard to the impacts of work or program changes on the ability of workers to safely perform their work.

### 8.3. Behavior Based Safety (BBS)

This individual will participate in an effort to make the Laboratories nationally recognized among our customers and the defense community as a leader in preventing workplace incidents/injuries. This individual will receive Sandia sponsored training in safety concepts and techniques.

Major duties include:

- identifies the “critical few” behaviors that prevent the most accidents,
- coaches workers on these behaviors,
- facilitates removal of barriers to doing work safely, and
- measures and manages behaviors proactively as precursors of accidents.

9. There shall be no Union activities conducted on the premises occupied by the Laboratories except those allowed by this Agreement.

10. At no time shall any of the privileges within this Agreement be abused.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

1. It is the Laboratories’ desire that all employees be treated fairly. 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. A grievance shall contain:

- a full and complete statement by the employee or the Union of the facts on which it is based,
- the time of the occurrence as known,

- the specific clause of the Agreement alleged to have been violated, and
- the remedy or correction desired.

At all steps of the Grievance Procedure, the union representatives will disclose to the Laboratories' representatives a full and detailed statement of all facts relied upon in support of the grievance. Grievances shall be signed by the aggrieved employee and his/her Steward, except that grievances pertaining to persons not on the active payroll or to matters general in character which cannot be settled by an immediate supervisor or Department Manager shall be valid when signed by the Union Officer, Chief Steward, or International Representative of the Union and submitted in Step 3 to the Employee and Labor Relations Department.

3. Any individual employee or group of employees shall have the right at any time to present grievances at Step 1 to the Laboratories and to have such grievances adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union has been given opportunity to be present at such adjustment.
4. An aggrieved employee may participate in the discussion at any step of the Grievance Procedure prescribed below if the employee's 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 unless mutually agreed to by the parties.
5. When an employee or group of employees wishes to have a grievance presented for settlement by the Union or the Union desires to initiate a grievance, such grievance shall be presented within ten (10) workdays from the date the aggrieved knew, or by reasonable diligence could have known of the occurrence of the act or omission on which it is based except as said time limits shall be altered as outlined below and settlement may be effected at any one of the steps indicated.
  - 5.1. Protests involving the evaluation of a job assignment shall be processed within six (6) months of the date the job slotting decision was made effective as prescribed in Paragraph 4 of ARTICLE 13 (Employee Types).
  - 5.2. Protests involving moving work or portions of work out of the bargaining unit shall be processed as soon as the Union becomes aware that its work was moved, but not to exceed 45 workdays from the date the Union becomes aware. If it has been found that the work was inappropriately moved out of the bargaining unit, the start of liability will be limited to 90 days prior to the date the grievance was filed.
  - 5.3. Protests involving selection or movement of personnel shall be processed no later than fifteen (15) workdays after the notification to the Union as prescribed in ARTICLE 31 (Movement of Personnel).
  - 5.4. Grievances regarding termination must be filed at Step 3 by the Union within five (5) workdays from the date of the Laboratories notification to the employee. Failure to file

such a grievance within the five (5) workday time limit shall render the grievance void. However, a grievance filed within said time limit shall entitle the Union, throughout the balance of the grievance procedure including arbitration, to consideration in regard to the merits of the case for reinstatement, pay for time lost from the date of termination - (less any wages or compensation benefits the employee may have received in the intervening period) or any modification of the termination penalties declared appropriate in the settlement in accordance with this ARTICLE.

- 5.5. Grievances involving matters general in character and affecting employees in more than one (1) Team in a Department may be initiated at Step 2, as described below and such grievances affecting employees in more than one (1) Department, or Center may be initiated at Step 3, as described below.

## 6. Grievance Steps

STEP 1 - This Step is a verbal and informal procedure that involves a thorough investigation and discussion between the Team Supervisor involved and the Steward or Union Representative. The discussion shall be held within four (4) workdays from the time of verbal presentation of the grievance. The Team Supervisor shall have four (4) workdays from the time of the conclusion of the Step 1 discussion to render the decision verbally to the Steward. Should the discussion fail to bring about a satisfactory settlement, the matter may be referred in writing to Step 2 within three (3) workdays of the Step 1 response; otherwise the grievance shall be barred from further processing. If the grievant's immediate supervisor is a Department Manager, the grievance shall be immediately filed at Step 2 and shall be presented in writing.

STEP 2 - Grievances referred to Step 2 shall be presented in writing by the assigned Union Representative or Steward to the Department Manager involved. Discussions at this Step shall include the Team Supervisor and Department Manager or the Department Manager and another representative from Management. Discussions at this Step may also include two (2) Stewards or one (1) Steward and one (1) Chief Steward. The Department Manager shall have six (6) workdays from the time of filing in which to hold a meeting, and ten (10) workdays to render a decision in writing to the Steward. Should the decision fail to bring about a satisfactory settlement, the matter may be referred to Step 3 within ten (10) workdays; otherwise, the grievance shall be barred from further processing.

STEP 3 - Grievances referred to Step 3 shall be submitted in writing by a Union Officer to the Employee and Labor Relations Department within ten (10) workdays from the time of the written reply at Step 2. Discussion at this Step will include three (3) Union Officers, and may include two (2) members of Management exclusive of the Employee and Labor Relations representatives. Employee and Labor Relations Department shall have ten (10) workdays to hold the Step 3 meeting. The Employee and Labor Relations Department will have fifteen (15) workdays in which to render a decision on each grievance in writing to the Union's Bargaining

Agent. Should the decision fail to bring about a satisfactory settlement, the matter shall be subject to ARTICLE 8 (Arbitration). If the Union does not institute Arbitration proceedings in accordance with ARTICLE 8 (Arbitration) within forty-five (45) workdays from receipt of the Laboratories' decision, the grievance shall be barred from further processing.

## 7. Mediation

Should the decision fail to bring about a satisfactory settlement, the matter may be referred to Mediation with the consent of both parties. However, the Union reserves the right to proceed directly to Arbitration if it so desires. Should Mediation fail to bring about a satisfactory settlement, the matter shall be subject to ARTICLE 8 (Arbitration). If the Union does not institute Arbitration proceedings in accordance with ARTICLE 8 (Arbitration) within forty-five (45) workdays after Mediation, the Grievance shall be barred from further processing.

## 8. All time limits specified in Paragraphs 6 & 7 above are exclusive of Saturdays, Sundays, and holidays.

8.1. Should either the Laboratories or the Union request an extension, an automatic five (5) workday extension will be granted for each filing of a grievance, holding a meeting, or returning a written response, at each Step. Longer extensions may be mutually agreed upon.

8.2. In the event the Union fails to present a grievance within any of the applicable time limits prescribed in Paragraphs 5, 6 or 8.1 above and the parties fail to agree upon an extension of such time limit, that grievance shall be barred from further processing.

8.3. In the event the Laboratories fails to reply within any of the applicable time limits prescribed in Paragraphs 6 or 8.1 above and the parties fail to agree upon an extension of such time limit, the Union may present the grievance at the next step.

## 9. Pay for time spent by employees in attending grievance discussions at the request of the Union in accordance with Paragraphs 4, 6, 7, and 8 above shall be considered time worked and should be charged to Laboratories-paid Union time.

## **ARTICLE 8 - ARBITRATION**

1. If the Union 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 no later than forty-five (45) workdays following conclusion of Step 3 of ARTICLE 7 (Grievance Procedure) or of the Grievance Procedure prescribed in ARTICLE 13 (Employee Types), whichever is applicable, by written demand of either party to the other. Written demand must specify the nature of the dispute and refer to the specific provision or provisions of the Agreement in dispute.

- 1.1 The Union may request in writing a one-time extension of fifteen (15) workdays to refer a grievance to Arbitration. Such request must be made by the Union within the initial forty-five (45) workday period. Failure of the Union to process a grievance to Arbitration within the initial forty-five (45) workdays or the fifteen (15) workday extension shall render the grievance barred from further processing.
- 1.2 In the event that any matter or issue otherwise subject to the provisions of this ARTICLE has been or is instituted or processed by the aggrieved employee or employees before any federal, state, or local court or administrative agency, the provisions of this ARTICLE shall be suspended until the completion of all procedures of such court or agency, and the Laboratories shall not be liable under this Agreement for any adjustment for the period of such suspension of the Arbitration procedure. These provisions do not apply to any matter processed before any public Fair Employment Practices agency such as the Equal Employment Opportunity Commission, the New Mexico State Human Rights Division, the U.S. Department of Labor's Office of Federal Contract Compliance Programs, and other entities that deal with EEO matters.
- 1.3 The parties agree to alternate the responsibilities for administrative matters such as making the hearing room arrangements and coordinating with the Arbitrator on dates and travel plans.
2. Within ten (10) workdays of receipt by Employee and Labor Relations of the Arbitration request, the parties shall endeavor jointly to select an Arbitrator. If, at the end of such period, no Arbitrator has been selected, either party will request the Federal Mediation and Conciliation Service to submit a list of seven (7) regional 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 (1) name each until only one (1) name remains.
  - 2.1 For each Arbitration request, 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. Each referral to Arbitration shall embrace only one (1) matter in dispute, unless otherwise stipulated by agreement between the Union and the Laboratories.
  - 3.1 The dispute shall be heard before an Arbitrator no later than twelve (12) months after the Arbitration panel has been received by the requesting party. Upon mutual agreement, a one-time thirty (30) workday extension shall be granted. Failure to process the Arbitration request in the initial twelve (12) months or the thirty (30) workday extension, shall render the Arbitration request invalid from further processing.
4. The Arbitrator shall not have jurisdiction to arbitrate new provisions or new clauses into this Agreement, or to add to, or to modify, or to arbitrate away in whole or in part any provision of this Agreement.

The Arbitrator's decision shall be submitted in writing and shall be binding on both parties.

5. The decision of the Arbitrator shall be rendered within thirty (30) calendar days following the date of the last hearing conducted by the Arbitrator.
6. In no event shall the Laboratories be obligated to make any retroactive adjustment of pay for any period prior to the date the written grievance was presented at Step 2 in accordance with ARTICLE 7 (Grievance Procedure) or contrary to the provisions of ARTICLE 13 (Employee Types) if the evaluation of a job assignment is involved, or contrary to the provisions of ARTICLE 31 (Movement of Personnel).
7. 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 expenses 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 Union and the Laboratories.
  - 7.1 A transcript of all Arbitration hearings will be taken if mutually requested by the parties and the cost will be equally shared. If only one (1) party requests that a transcript be taken, the cost shall be borne by the requesting party. If the other party subsequently requests to be furnished a copy of the record, it will be provided a copy at the same cost as if the parties had equally shared the cost. Otherwise, the transcript shall be the exclusive property of the party requesting such record.

## **ARTICLE 9 - COMMUNICATIONS**

1. The Laboratories agrees to allow the Union to communicate to its members regarding Union-sponsored announcements through mass e-mails via the Laboratories' electronic communication systems. The Laboratories' Bargaining Agent or such Bargaining Agent's delegate shall be provided a courtesy copy on email distributions. Nothing inflammatory, derogatory, controversial, or disruptive to good relations shall be contained in mass e-mails. The Union assumes responsibility for complete compliance with the provisions of this ARTICLE.
  - 1.1. To alleviate the Laboratories' concerns regarding storage space and system functions on their electronic communication systems, the Union agrees to limit the ability of sending mass e-mails to the two (2) full-time designees and the President of the Union. The Union further agrees to follow all of the Corporate Procedures pertaining to the Laboratories' IT resources that apply to all Sandia National Laboratories organizations, all management elements, all SNL sites, and all Members of the Workforce.
2. The Laboratories also agrees to allow represented employees to use the Sandia Daily News in accordance with the submission guidelines applicable to all members of the workforce.
3. Joint Union- Management Communications Program

The goal of the Joint Union - Management Communications Program is to improve Union - Management relations, and to instill better day-to-day communication between the parties.

This program is specifically designed to help develop and maintain relationships that will effectively avoid future controversy. The objective is to create working relationships conducive to achieving mutually agreed to settlements. This objective will be accomplished by attendance at programs, which will include training programs, seminars, and other joint efforts.

At least one (1) Joint Labor Management Training Program regarding contract interpretation and other appropriate matters will take place during the first 12-18 months of this Agreement.

Selected members of management, the Labor Relations organization, and representatives from the Office and Professional Employees International Union, will attend these programs.

## **ARTICLE 10 - NONDISCRIMINATION**

1. There shall be no discrimination, interference, harassment, or restraint against any employee because of membership, non-membership or legitimate activity in the Union.
  - 1.1. The Laboratories shall not subject any employee to prejudice, retaliation, or discrimination because of action taken by representatives of the Union in presenting grievances instituted for such employee under the provisions of this Agreement.
  - 1.2. Neither the Union nor its officers, members, representatives, or agents will intimidate or coerce employees into joining or continuing their membership in the Union.
2. Both the Union and the Laboratories support and promote the guidelines set forth in our Sandia Vision. Compliance by both the Laboratories and the Union is strongly encouraged regarding the concept of Respect for the Individual. Both the Union and the Laboratories are committed to the principles of honesty, just management, fairness, a safe and healthy environment free from the fear of retribution, and respecting the dignity due everyone.
3. The Laboratories' current Core Values shall apply to all OPEIU represented employees.
4. Both the Laboratories and the Union agree that the provisions of this contract shall be applied to all employees consistent with corporate procedures regarding fostering a harassment-free and non-discriminatory workplace.

## **ARTICLE 11 - WORK SCHEDULES**

1. The Union 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.
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 SCHEDULES shall not be reduced below eight (8) and forty (40) hours, respectively, without negotiating with the Union.

- 2.1. Only full-time employees represented by the Union are eligible to request participation in CWW.
- 2.2. 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.
- 2.3. Employees will not be required to participate in CWW by their managers/supervisors. Employees represented by the Union 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 11 (Work Schedules) of this Agreement.
- 2.4. Notwithstanding the above, the Laboratories shall have the unilateral right to eliminate the Compressed Work week Schedule for all employees at any time, in which case the Union shall be provided thirty (30) days advance notice.
3. The Laboratories shall notify the Union in writing of new schedules and any changes or variations at least one (1) week 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 Union in writing. In the event of such negotiations, the new schedule, change, or variation proposed by the Laboratories may be placed in effect pending agreement between the parties, except for proposed changes which involve reduction in the STANDARD DAILY or WEEKLY WORK SCHEDULES below eight (8) and forty (40) hours, respectively.
4. It will be the practice of the Laboratories not 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 the 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 a 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. Part-time Employment

It is agreed that the Laboratories' part-time policy as stated in this ARTICLE will continue to apply to on roll employees represented by the Office and Professional Employees International Union with one (1) year or more CREDITED SERVICE.

7.1. Part-time employment is available to employees. Although part-time employment is not the prevailing method of conducting business at Sandia, part-time employment may be authorized at management's discretion when the needs of the business allow.

### 7.2. Definitions

Part-time employees work a defined schedule ranging from a minimum of 20 hours per week to a maximum of 36 hours per week.

The standard workweek for full-time employees consists of 40 hours.

On roll refers to employees who are actively employed and on the payroll.

### 7.3. Eligibility Requirements

An employee is eligible for part-time employment if all of the following conditions are met:

- the employee is on roll,
- the employee is in good standing at Sandia,
- the business needs allow,
- the employee is working in a job which is adaptable to part-time work, and
- the employee works a standard schedule (not 9/80).

The final decision to grant an employee's request for part-time status remains with the employee's management.

### 7.4. Duration of Part-time Employment

The anticipated duration of part-time employment (e.g., six [6] months, one [1] year, indefinite) is discussed by the employee and his/her immediate manager at the time of application and documented in the written request. Documentation of the agreed upon time period for part-time employment is provided in the confirmation memo prepared by Human Resources.

Part-time status may be terminated prematurely due to the needs of the business at management's discretion.

#### 7.4.1. Requests for Extensions

Employees requesting an extension of part-time status beyond the initially agreed upon time period are to initiate this request with their immediate line manager at least thirty (30) days prior to termination of part-time status. The employee must provide written documentation to his/her manager supporting the reason for this request. The employee's Department Manager will approve requests for extensions on a case-by-case basis, based on the needs of the business.

#### 7.5. Weekly Work Schedules

Part-time employees work a defined schedule ranging from a minimum of 20 hours per week to a maximum of 36 hours per week.

Deviations from the employee's authorized defined work schedule may occur on a temporary basis due to the needs of the business. This determination will be made by the employee's line management and authorized by the employee's immediate line manager.

#### 7.6. Daily Work Schedules

Daily work schedules are determined by the employee's manager.

#### 7.7. Pay Rates

Part-time employees remain rated as they were before conversion to part-time status.

Salary rates are computed by prorating the full-time equivalent salary rates.

#### 7.8. Reclassification/Advancement

Part-time employees have the same eligibility for reclassification, advancement, appointments, etc. as full-time employees.

### 8. Flexible Work Schedules

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.

8.1. A flexible work schedule is a work arrangement to accommodate short-term (i.e., less than one [1] WORK WEEK) 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 worked in a workday are not available.

8.2. 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.

9. Telecommuting

9.1. Employees will be subject to Sandia's telecommuting requirements.

9.2. Nothing pertaining to telecommuting shall be subject to protest, treatment as a Grievance or subject to Arbitration.

9.3. The Laboratories shall have the unilateral right to modify or eliminate Sandia's telecommuting policy.

10. It is agreed that grievances involving patterns or practices that violate the spirit of paragraphs 1 through 8 may be filed at Step 3 but are not subject to arbitration.

## **ARTICLE 12 - 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 staffed 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 (1) 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 in 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 the work. An employee individually scheduled for overtime shall work such overtime except when, under all the circumstances, it is unreasonable to require him/her to do so.

1.1. Notwithstanding the general statement of the principle of distribution above, the Laboratories and the Union 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. The Laboratories and the Union shall negotiate standards relating to overtime records, and the effect of refusals of overtime opportunities, etc., which, when mutually agreed, shall be followed in maintaining overtime records.
  - 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 STANDARD DAILY WORK SCHEDULE shall be paid a meal allowance of five dollars (\$5.00). 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 a 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 Saturday (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 21 (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:
      - 3.1.1. In excess of eight (8) hours in twenty-four (24) consecutive hours and without duplication, and
      - 3.1.2. 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 21 (Holidays) are observed.
  - 3.4. 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 purpose of overtime computation.
4. Overtime Computation - Employees on Compressed Work Week. TIME AND ONE-HALF will apply for authorized time worked in excess of the STANDARD DAILY WORK SCHEDULE of nine (9) hours Monday through Thursday and eight (8) hours on Friday on which the employee is scheduled to work. If an employee is authorized to work on the scheduled Friday off or on Saturday, TIME AND ONE- HALF will be paid. If an employee is authorized 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 STANDARD DAILY WORK SCHEDULE, shall be paid a meal allowance of five dollars (\$5.00). 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.
  5. Legal and Contractual Effect of Foregoing 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 13 - EMPLOYEE TYPES**

### **1. TIER/OAA JOBS**

#### **1.1 General**

The Laboratories will classify each job assignment into one (1) of the tier/corridor slots designated from Tier 1 to Tier 5, and into the corridors of Administrative Services, Financial Management, Materials Management, Computer Operations, or Mail Services, according to its Job Slotting Guide which evaluates Accountability and Control, Job Knowledge, Training, Business Contact, Mental Requirement, and Analysis and Judgment. Within the assigned tier/corridor slots, jobs are placed within one (1) of the sub-corridors, or occupations, into which the corridors have been divided, and are each identified by a unique job classification. There will be one (1) job description for each job classification.

**JOB CLASSIFICATION TABLE FOR OPEIU**  
**Represented Employees - Employee Types (As of 10-01-11)**

	<b>Administrative Services</b>	<b>Financial Management</b>	<b>Materials Management</b>	<b>Computer Operations</b>	<b>Mail Services</b>
<b>Tier 5</b>	Clerical Support 021357  Editing 021747	Financial Management 022948	Library 021774 Purchasing 021367 Classified Administrative Specialist 023013	Computer Operations 021372	N/A
<b>Tier 4</b>	Clerical Support 021356  Printing 021351  Editing 021373	Financial Management 022947	Library 021369 Purchasing 021366 Property Control 021364 Classified Administrative Specialist 023012	Computer Operations 021371	N/A
<b>Tier 3</b>	Clerical Support 021355  Printing 021350  Editing 021352	Financial Management 022946	Library 021368  Purchasing 021365  Property Control 021363	Computer Operations 021370	Mail Services 022989
<b>Tier 2</b>	Clerical Support 021354  Printing 021349	N/A	N/A	N/A	Mail Services 022988
<b>Tier 1</b>	Clerical Support 021353	N/A	N/A	N/A	Mail Services 022991

Office Administrative Assistant (021374) not in Job Classification Table

- 1.1.1. The Laboratories will place new jobs into the tier/corridor slots.
- 1.1.2. The Laboratories agrees that its Job Slotting Guide shall in no way be changed or altered during the period of this Agreement. The Job Slotting Guide used by the Laboratories in classifying work into the various corridors/tiers shall not be subject to the Grievance Procedure nor to Arbitration.

- 1.1.3. The Laboratories agrees that a reasonable number of copies of its Job Slotting Guide will be made readily available to the Union.
- 1.1.4. Whenever the Laboratories determines it appropriate to create, or restructure, or redefine the existing tiers and corridors as changes in the work may require, written advance notice will be provided to the Union.
- 1.1.5. During the period of this Agreement, upon request of the Union, a joint committee shall be appointed to study the provisions of the present Job Slotting Guide and to study the content, the adequacy and accuracy of the job descriptions, and the evaluation of any job which the Union's Chair feels desirable, provided the Union's Chair initiates such study during the six (6) month period (which commences with written notification to the Union) starting with the date such job slotting was made effective or starting with the date the specific job assignment for which such job slotting was designated was first populated, whichever is the latter. Any adjustment 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 4. Any unresolved differences regarding job content (the collection of duties allocated to a job description) shall be considered in accordance with ARTICLE 7 (Grievance Procedure) by filing the grievance initially at Step 3, but shall be subject to Arbitration.
  - 1.1.5.1. The Joint Job Slotting Guide Study Committee shall consist of three (3) employees to be appointed by the Union 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.
  - 1.1.5.2. 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 Union member of this Committee and to the Union.
  - 1.1.5.3. The time spent by employee members of this Joint Job Slotting Guide Study 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 Job Slotting Guide Study Committee shall also serve on the Union Job Slotting Grievance Committee prescribed in Paragraph 4.3 of this ARTICLE.

## 1.2. Permanent Tier/Corridor Assignment

- 1.2.1. The Laboratories will use its best efforts to assign permanent tier/corridor designations to new work within sixty (60) calendar days after the completion of the development of the new process, method, or equipment applicable thereto.

1.2.2. The Laboratories shall notify the Union regarding the tier/corridor placement of all new work no later than the date it becomes effective.

1.2.3. The Laboratories shall notify the Union in writing, prior to populating any new clerical job in the Employee Types, or any new job in the excluded jobs listed in Article 1

### 1.3. Pay Treatment

1.3.1. It is recognized that tier/corridor assignments are to be used as a basis for the application of wage rates.

1.3.2. In the event that the Tier designated for a job assignment is revised upward or downward for any reason, each employee working on such job assignment as of the effective date of the revision (or date of settlement in case of Union protest) shall receive pay treatment provided for a re-graded employee under ARTICLE 14 (Wages) effective as of the date the new Tier assignment is authorized for use in the Department involved (or date of settlement in case of Union protest). If a job is revised downward, the employee will be personal rated (p-rated) until such time that the pay rate of the job level equals the current pay rate of the employee.

1.3.3. 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 slotted, whichever is less. In no event shall such retroactive treatment, which shall be a lump sum wage adjustment, be provided for more than twenty-six (26) weeks immediately preceding the date of revision. In case of Union protest, such retroactive adjustment shall be provided for the period from the date the Tier assignment was made, effective to the date of settlement.

### 1.4. Job Slotting Grievance Procedure

1.4.1. It is the intent of the Laboratories to accurately and adequately describe each job assignment and to accurately and fairly slot it according to the Job Slotting Guide. Job descriptions and job slotting assignments 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 slotting assignment was made effective and documentation provided to the Union, or starting with the date the specific job assignment for which such job slotting assignment was designated was first populated, whichever is later. Although the Union has the right to protest any job during the six (6) month period specified above, the Union agrees that it will protest only such jobs on which it has substantial reason to believe that the job in question has been inadequately and inaccurately described or incorrectly slotted.

- 1.4.2. Protests regarding the adequacy and accuracy of the description or slotting of a job assignment which cannot be settled informally after a thorough investigation by the Union Steward, the Joint Job Slotting Guide Study Committee, and the interested Supervisor and after a thorough discussion by the Joint Job Slotting Guide Study Committee, shall be processed as prescribed in Paragraph 1.4.3. Protests regarding the administration of the job slotting shall be processed in accordance with ARTICLE 7 (Grievance Procedure).
- 1.4.3. Formal written protests shall be submitted by the Union by letter to the Employee and Labor Relations Organization, with copies to the Compensation Department and to the interested Department Manager. Each protest by the Union shall apply to 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 slotted under the provisions of the Job Slotting Guide. A meeting of the Joint Job Slotting Grievance Committee shall be arranged which shall be composed of the three (3) employees, inclusive of a Union Officer, Chief Steward, or Steward, comprising the Union Job Slotting Grievance Committee prescribed in Paragraph 1.1.5.3 of this ARTICLE and three (3) representatives of the Laboratories.

The Laboratories' answer shall be given to the Union within sixty (60) calendar days. Extensions may be mutually agreed upon in writing to take care of unusual cases. Protests which arise out of the application and implementation of the Job Slotting Guide and involve either (1) the adequacy and accuracy of a job description, or (2) the slotting of a job not settled within the time limits prescribed above shall be subject to ARTICLE 8 (Arbitration).

- 1.4.3.1. An aggrieved employee may participate in the discussions of the Joint Job Slotting Grievance Committee described above if the individual's 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 employees' presence shall designate one (1) employee to appear for all.
- 1.4.3.2. All time spent by employees in attending Grievance discussions at the request of the Union in accordance with Paragraph 4 shall be subject to ARTICLE 6 (Treatment of Employees Performing Union Duties). All such time spent by the Union Job Slotting Grievance Committee shall be considered as time worked.

## 1.5. New Advanced Technology/Job Security

- 1.5.1 The Laboratories and the Union agree that it is to their mutual benefit and a sound economic goal to use the most efficient equipment, processes, methods, and materials. In this way the Laboratory will be able to remain competitive and continue to provide economically secure jobs for its employees.

- 1.5.2 The Union shall be notified by the Laboratories as far in advance as possible on when the decision is made of any planned introduction of new equipment or processes that will have a major impact on bargaining unit members.
- 1.5.3 The Union will be briefed in detail on the impact of the new technology on Union members. During the briefings, the Laboratories will inform the Union of anticipated schedules of new technology introduction; estimated numbers of employees directly affected and if related training is feasible, necessary, and appropriate.
- 1.5.4 Whenever the Laboratories determines that employee training will be feasible, appropriate and necessary to qualify employees to perform the new or changed work resulting from new technology introduction, such training programs may include the Union's appropriate recommendations. The Laboratories shall first consider training senior employees in the department affected by new technology providing such senior employees have the ability to absorb such training and are physically qualified.
- 1.5.5. When existing job duties are affected by the new technology, Labor Relations will advise the Union of the necessary changes to be made; the proposed job description, appropriate classification and labor grade in accordance with the terms of ARTICLE 13, Section 1, New Job Classifications. Grievances, if any, unresolved in Step III will be certified to arbitration and shall be heard by a mutually selected arbitrator.

## 2. OPEIU Represented Limited Term

### 2.1 Term Of Employment

- 2.1.1 In order to meet the Laboratories' temporary staffing needs, Union represented Limited Term Employees are hired for up to one (1) year, with the option to extend the one (1) year assignment one (1) additional year, upon mutual agreement between the Laboratories and the Union, for a total of two (2) years maximum. The number of Limited Term Employees at any one (1) time, will be limited to a total of ten percent (10%) of the Bargaining Unit, with no more than four (4) in a Department. Exceptions to the limits on the term of appointment and number of Limited Term Employees in a Department can occur on an individual basis, contingent upon mutual agreement between the Laboratories and the Union.

### 2.2. Union Security-Agency Shop Article 42

- 2.2.1 The Union shall be notified when a Union-represented Limited Term Employee is hired or terminated.

### 2.3. Identification Of Limited Term Employees To Be Represented By The OPEIU

2.3.1. Limited Term Employees doing work normally performed by represented employees will be represented by the Union.

### 2.4. Reserved Right To Hire Contractors

2.4.1. If the required skills cannot be acquired through the Laboratories' regular hiring program in a timely fashion, the Laboratories reserves the right to acquire temporary contractors to meet these needs.

### 2.5. Probationary Period

2.5.1. OPEIU represented Limited Term Employees shall be considered as probationary employees for a period of six (6) months, from the date of hire. If such employees are retained in the Bargaining Unit after the probationary period, their Seniority shall be established as of their date of hire as a Limited Term Employee, conditioned on the provision that employee is hired as a regular employee within thirty (30) days of termination of temporary status.

### 2.6. Testing Requirements

2.6.1. Limited Term Employees are required to meet the testing requirements, the same as represented regular employees.

### 2.7. Sandia Service Date

2.7.1. If a represented Limited Term Employee is hired as a regular employee (within thirty [30] days of terminating temporary status) the Sandia Service Date shall be established as of the date of hire as a Union represented Limited Term Employee.

**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 (4th) summer, only the fourth (4th) summer is included in the employee's term of employment if the employee converts to regular status

### 2.8. Conversion To Regular Employment Status

2.8.1. Represented Limited Term Employees are allowed to participate in the internal post and bid process while on-roll.

### 2.9. Salaries

2.9.1 Salary levels will be the same as those negotiated for comparable job classifications established by the Laboratories, including step increases.

## 2.10 . Child Care Leave Of Absence

2.10.1 A Child Care Leave of Absence cannot extend beyond the length of a limited term employment period.

## 2.11 . Sickness Absence

2.11.1 Sickness Absence Benefits cannot extend or be paid beyond the length of the limited term employment period.

## 2.12 . Laid Off Sequence

2.12.1 In the event of reduction in force in the Bargaining Unit, Union represented Limited Term Employees shall be selected for LAYOFF in the following sequence:

- contractors in the same department, performing clerical functions requiring the same basic skills as the position to be impacted, will be the first considered for LAYOFF,
- represented non-regular general clerical students (with the exception of those in student programs which receive special funding) in the same department, performing clerical functions requiring the same basic skills as the position to be impacted, will be next in consideration for LAYOFF, and
- union represented Limited Term Employees in the same department, performing clerical functions requiring the same basic skills as the position to be impacted, will be next in consideration for LAYOFF.

2.12.2 Only after the above sequence in LAYOFFS has occurred will regular Union represented employees be considered for LAYOFF in accordance with the LAYOFF provisions of the Labor Agreement.

## 2.13 Grievances And Arbitration

2.13.1. Represented Limited Term Employees will be subject to the Grievance Procedure as defined by ARTICLES 7 (Grievance Procedure) and 8 (Arbitration).

## 3. OPEIU Representation Of General Clerical Students

3.1. It is not the intent of the Laboratories for all students to perform work normally performed by the Union represented employees while they continue their student status in high school or college. Students are not hired to do the full scope of any Union represented job, but may assist Union represented employees. While attending classes, students work ten to twenty-five (10-25) hours per week. During school breaks students are permitted to work up to forty (40) hours per week.

### 3.2. Identification Of General Clerical Students To Be Represented By The Union

3.2.1. Students who are classified as non-regular general clerical, and who are performing work normally performed by the Union represented employees will be represented by the Union subject to the provisions of this Agreement or they will be removed from such a position. Students performing work only between the months of May and August shall be exempt from this agreement.

### 3.3. Union Security - Agency Shop: Article 42

3.3.1. A represented non-regular general clerical student will pay a Union dues/agency fee in an amount determined by the Union. The Union will be notified electronically when a represented non-regular general clerical student is hired or terminated.

### 3.4. Probationary Period

3.4.1. Represented non-regular general clerical students shall be considered as PROBATIONARY EMPLOYEES for the duration of their non-regular assignment. They will be required to maintain all standards established to remain in the program and adhere to all requirements of the Student Internship Program

### 3.5. Conversion To Regular Employment Status

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

### 3.6. Bargaining Unit Seniority

3.6.1. If a represented non-regular general clerical student is hired as a regular represented employee they will not be given Bargaining Unit seniority for their time as a represented non-regular general clerical student.

### 3.7. Term Of Employment

3.7.1. If a represented non-regular general clerical 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 non-regular 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 (4th) summer, only the fourth (4th) summer is included in the employee's term of employment, if the employee converts to regular status.

### 3.8. Benefits Limitations

3.8.1. Represented non-regular general clerical students will be provided with no fringe benefits except those required by law which include those provided under the Family Medical Leave Act and Military Leave. Year-round students will be eligible for Sandia Total Health if they are enrolled in a post-secondary educational program and not covered for any medical coverage from any other source. Premium share will be based on the regular full-time represented rate per ARTICLE 29 (Health Insurance Plans and Benefits Programs).

**Note:** Represented non-regular general clerical students will not be eligible to participate in either the Sandia pension or savings plans during their non-regular employment.

### 3.9. Health Promotion Program And Credit Union

3.9.1. Represented non-regular general clerical 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.

### 3.10 Employee Assistance Program

3.10.1. Represented non-regular general clerical 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.

### 3.11. Layoff Sequence

3.11.1. In the event of reduction in force in the Bargaining Unit, represented non-regular general clerical students shall be selected for LAYOFF in the following sequence:

- Contractors in the same department, performing clerical functions requiring the same basic skills as the position to be impacted, will be the first considered for LAYOFF.
- Represented non-regular general clerical students (with the exception of those in student programs which receive special funding) in the same department, performing clerical functions requiring the same basic skills as the position to be impacted, will be next in consideration for LAYOFF.

- Union represented non-regular term employees in the same department, performing clerical functions requiring the same basic skills as the position to be impacted, will be next in consideration for LAYOFF.

3.11.2. Only after the above sequence in LAYOFFS has occurred will regular Union represented employees be considered for LAYOFF in accordance with the LAYOFF provisions of the Labor Agreement.

3.12. Grievances And Arbitration

3.12.1. Represented non-regular general clerical 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, the Union International, and an outside neutral party agreed to by Sandia and the Union International. 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.

3.13. Salaries

3.13.1. Effective October 1, 2014 the Laboratories will classify represented non-regular general clerical student positions salary 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	\$13.05
College Senior	\$14.25

**ARTICLE 14 - WAGES**

1. Wages

- 1.1. Effective October 1, 2015, September 30, 2016, and September 29, 2017, respectively, the hourly BASE RATE of each employee on the active payroll as of that date shall be increased according to the rate schedules in Paragraph 2 below, based on the employee's applicable Tier or OAA designation.
- 1.2. Effective October, 1, 2014 each regular employee on the active payroll as of that date shall receive a ratification bonus of \$2,000 and students shall receive a ratification

bonus of \$1,000. 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.

## 2. Rate Schedules

The following tables detailing hourly “start,” “step,” and “job” rates shall be effective:

### October 1, 2014

Hourly Base Rate					
2014	Tier 1	Tier 2	Tier 3/OAA	Tier 4	Tier 5
Start Rate	\$16.04	\$17.82	\$20.67	\$22.64	\$25.20
Step 2	\$16.42	\$18.20	\$21.05	\$23.02	\$25.57
Step 3	\$16.79	\$18.57	\$21.42	\$23.39	\$25.95
Step 4	\$17.17	\$18.95	\$21.80	\$23.77	\$26.32
Job Rate	\$17.54	\$19.32	\$22.17	\$24.14	\$26.70

All active regular employees as of October 1, 2014, shall receive a non-base wage 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 October 1, 2014. Calculation of the payment for Full Time employees will be based on the employee's base wage hourly rate \* 2080 hours \* 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.

### October 1, 2015

Hourly Base Rate					
2015	Tier 1	Tier 2	Tier 3/OAA	Tier 4	Tier 5
Start Rate	\$16.28	\$18.09	\$20.98	\$22.98	\$25.58
Step 2	\$16.66	\$18.47	\$21.36	\$23.36	\$25.96
Step 3	\$17.04	\$18.85	\$21.74	\$23.74	\$26.34
Step 4	\$17.42	\$19.23	\$22.12	\$24.12	\$26.72
Job Rate	\$17.80	\$19.61	\$22.50	\$24.50	\$27.10

All active regular employees as of October 1, 2015, shall receive a non-base wage 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 \* 2080 hours \* 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.

**September 30, 2016**

Hourly Base Rate					
2016	Tier 1	Tier 2	Tier 3/OAA	Tier 4	Tier 5
Start Rate	\$16.69	\$18.54	\$21.51	\$23.56	\$26.22
Step 2	\$17.08	\$18.93	\$21.90	\$23.95	\$26.61
Step 3	\$17.47	\$19.32	\$22.29	\$24.34	\$27.00
Step 4	\$17.86	\$19.71	\$22.68	\$24.73	\$27.39
Job Rate	\$18.25	\$20.10	\$23.06	\$25.11	\$27.78

**September 29, 2017**

Hourly Base Rate					
2017	Tier 1	Tier 2	Tier 3/OAA	Tier 4	Tier 5
Start Rate	\$17.11	\$19.00	\$22.05	\$24.15	\$26.86
Step 2	\$17.51	\$19.40	\$22.45	\$24.55	\$27.27
Step 3	\$17.91	\$19.80	\$22.85	\$24.95	\$27.67
Step 4	\$18.31	\$20.20	\$23.25	\$25.35	\$28.08
Job Rate	\$18.71	\$20.60	\$23.64	\$25.74	\$28.48

3. Classified Administrative Specialist (CAS) Tier IV and Tier V Differential Pay, and Alternate Pay

A five percent (5%) BASE PAY differential will be paid to incumbents on the Materials Management Classified Administrative Specialist Tier IV and Tier V jobs for the duration of the Tier CAS assignment. This differential is not included in overtime calculation.

CAS alternates who do not receive the 5% base pay differential or OAA CAS stipend (See Paragraph 4 below) and fill in temporarily for an absent primary CAS will receive an additional \$1.50 per hour while providing this temporary coverage (temporary coverage not to include breaks or lunch).

4. OAA Document Control Station Custodian's Stipend

The following establishes a program to reward OAA Document Control Station (DCS) Custodians.

Only Classified Document Control Custodians assigned to specific classified document control station(s) for the duration of the month will receive a \$125.00 stipend in the first pay check of the following month.

## 5. Progression/Step Increases

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

- 5.1. A progression/step increase shall be given semiannually to each employee whose BASE RATE is below the job rate for the applicable Tier or OAA designation, provided such employee has been assigned to the Tier or OAA designation at least eight (8) weeks prior to the scheduled progression/step increase date. Such progression/step increases shall be effective on the second Friday in April and the second Friday in October. The amount of such increase shall be 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.
- 5.2. The BASE RATE resulting from the increase provided for in Paragraph 5.1. above shall in no event result in a BASE RATE in excess of the job rate for the employee's Tier.

## 6. Transfer Without Change in Tier

An employee transferred without change in Tier level shall receive no change in the BASE RATE.

## 7. Upgrading

- 7.1. When an employee is upgraded, the BASE RATE shall be adjusted as follows, except that in no case shall the new BASE RATE be less than the start rate nor shall it be increased above the job rate of the Tier to which the employee is upgraded.
  - 7.1.1. An employee upgraded one (1) Tier shall receive a minimum increase of \$25.00 per week in BASE RATE.
  - 7.1.2. When an upgrading involves more than one (1) Tier, the increase an employee shall receive shall be determined on the basis that the employee has moved from the old Tier to the new Tier, one (1) Tier at a time.
- 7.2. An employee may be placed on higher Tier work for a trial period in which case he/she will be upgraded when it is determined by the Laboratories that the employee can satisfactorily perform the higher Tier work. The trial period shall not exceed thirty (30) workdays unless extended through negotiation with the Union Officials. This provision shall not preclude upgrading an employee immediately upon transfer to higher Tier work when a trial period is deemed by the Laboratories to be unnecessary.

## 8. Downgrading

### 8.1. Due to lack of work

- 8.1.1. When an employee is downgraded and the BASE RATE prior to downgrading is at or above the job rate of the Tier to which downgraded, the employee shall be assigned the job rate of the lower Tier as the BASE RATE.

When an employee is downgraded and the BASE RATE prior to downgrading is below the job rate of the Tier to which downgraded, the employee 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 Tier to which downgraded, but not in excess of the employee's BASE RATE prior to downgrading.

### 8.2. Other

- 8.2.1. When an employee is downgraded and returned to a 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 a former job status at the termination of an employee's temporary upgrading (less than three [3] months), incompetency or at the employee's request, the employee shall thereupon receive the BASE RATE the employee would have received had he/she been continuously classified in the lower Tier.
- 8.2.2. 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 the new BASE RATE be less than the start rate of the Tier to which the employee is downgraded.

## 9. General

- 9.1. An employee on the regular roll but absent (other than paid vacation absence) on the effective date of an increase provided for in Paragraphs 1 and 2 of this ARTICLE shall, if otherwise eligible, receive the increase effective only on and after return to active duty.
- 9.2. The Laboratories may hire an employee above the start rate of the job assignment.
- 9.3. When an employee is temporarily assigned to higher Tier work, he/she shall receive pay treatment for an upgraded employee under the provisions of Paragraph 7.1 of this ARTICLE. 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 3 of ARTICLE 31 (Movement of Personnel), the experience gained through performance on that job while temporarily upgraded will be used in the selection.

- 9.4 If the Union, within ten (10) workdays after the effective date of any action taken under the provisions of Paragraphs 8.1, 8.2, or 9.1 of this ARTICLE, or the date of notification given to the Union of such action, objects to the action, such claim may be processed in accordance with the provisions of ARTICLE 7 (Grievance Procedure) and ARTICLE 8 (Arbitration). The claim may be processed, 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 Union's interests.

## 10. Wage Data furnished to the Union

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

- 10.1. On or before the effective date of the action, the names and rates of pay of employees downgraded under Paragraphs 8.1 and 8.2. above.
- 10.2. Once each month, the name, effective date, and rate of pay of employees hired at a rate above the start rate of the job assignment under Paragraph 9.2 above.
- 10.3. Sixty (60) calendar days prior to July 27, 2018, and sixty (60) calendar days prior to any subsequent anniversary date, the Laboratories, on request of the Union, will furnish the following data for every employee in the bargaining unit as of the nearest payroll period:
- name,
  - organization,
  - occupational code number,
  - tier or OAA Designation, and
  - BASE RATE.

## 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 Tier level designated for a job assignment, or
  - 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 the BASE RATE, which will then become designated as a "Personal Rate." When an employee's rate of

pay has been designated as a “Personal Rate,” the employee will not be eligible to receive any negotiated general increases until the Job Rate of the Tier to which the employee is assigned is equal to the employee's “Personal Rate.”

Example: A Tier 5 employee whose BASE RATE is \$25.66 per hour is downgraded as a result of physical handicap to a Tier 4. The Job Rate of a Tier 4 is \$23.20 per hour. The employee is reclassified as a Tier 4 but with a rate of pay of \$25.66 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 Tier 4 becomes at least \$25.66 per hour. If a negotiated increase results in a Job Rate for Tier 4 of more than \$25.66 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 Tier 4.

11.3. When the employee's BASE RATE is equal to the Job Rate of the Tier to which the employee is assigned, the designation of “Personal Rate” will be removed and the employee will be eligible for all further negotiated general increases.

## **ARTICLE 15 - PAYMENT OF WAGES**

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

## **ARTICLE 16 - CALLED-IN EMERGENCY**

1. When an employee is called during off time to report for a work assignment outside STANDARD DAILY or WEEKLY WORK SCHEDULE, it shall be considered a called-in emergency. However, when an employee is requested to remain late for work or when, prior to leaving work, an employee is requested to report for work on a subsequent day at either standard or nonstandard starting time, it shall not be considered a called-in emergency. An employee shall not be required to stand by 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 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 12 (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. Management may determine there is a need to mandate that an employee or a set of employees be on-call for a specified period. In such cases, the applicable corporate procedure regarding on-call pay shall be followed.

## **ARTICLE 17 - 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.
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 18 - 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 \$1.00 per hour; otherwise it shall be \$.80 per hour.

## **ARTICLE 19 - RECOGNITION AWARDS**

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.

Such awards are presented at the discretion of management and will not be subject to the provisions of ARTICLE 7 (Grievance Procedure), or ARTICLE 8 (Arbitration).

Employees who believe themselves inappropriately excluded from actual team awards, may bring these to the attention of the award originator for inclusion consideration, in writing, with supporting reasoning, within ten (10) days of initial award. Any reconsideration decision by the award originator will be communicated to the requesting employee. Such decisions are final.

## **ARTICLE 20 - 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. If changes between full-time and part-time status are completed prior to the accrual period end-date, the twice-monthly eligibility is based on the status as of the period end-date.

- 1.1. Regular 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. Regular employees scheduled to work for thirty-six (36) hours or less, but no less than twenty (20) hours per week, accrue credit at a proportionate ratio per work schedule.
- 1.2. Employees hired after September 30, 1993, shall be credited with vacation accrual in accordance with the following schedule:

<b>*Years of Service</b>	<b>Vacation Credit Accrual Rate</b>
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.

Employees scheduled for less than thirty-six (36) hours, but no less than twenty (20) hours per week, accrue credit at a proportionate ratio per work schedule.

- 1.3. Regular full-time employees, whose term of employment is ten (10) years or more, are eligible for the 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) hours maximum.
2. Borrowing Vacation
    - 2.1. Regular employees may borrow up to forty (40) hours of vacation at any point in time.
    - 2.2. Employees may borrow in fifteen (15) minute increments.
    - 2.3. Borrowed vacation is subject to payback at termination (including Leave of Absence, Layoff, etc.) if it has not yet been offset with accrued vacation.
    - 2.4. Borrowing vacation must be consistent with the needs of the business and subject to the approval of management.
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 shall not be taken in less than fifteen (15) minute increments.

- 3.2. Each employee should take sufficient vacation so that the unused vacation balance does not exceed two hundred forty (240) hours, minus their twice-monthly accrual, at any given time.
- 3.3. When the accumulated balance equals two hundred 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-for 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. The charging of sickness absence as provided in Paragraph 3.5 shall be subject to the employee's having furnished, within fifteen (15) consecutive calendar days from the beginning of the illness, 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 rescheduled as provided therein shall be taken after the employee has been approved to return to full-time duty by a Laboratories physician. 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. In the event 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 employee's supervisor, reschedule the remaining portion of such scheduled vacation. The employee may be granted absence in accordance with Paragraph 5 of ARTICLE 22 (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.

- 3.7.1 Employees may use vacation in lieu of sick, convertible vacation in lieu of sick, or purchased vacation in lieu of sick in conjunction with 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 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) years or more CREDITED SERVICE 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 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 regular full-time and part-time Union represented employees, with at least six (6) months of service, are eligible to participate (either as a recipient or a donor). Limited term represented employees are also eligible as either a recipient or a donor. Other temporary Union 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 their immediate family\* member,
- called to active military service, and
- the post-funeral matters related to the death of an immediate family member not paid for under the appropriate Labor 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 projected FY available balance,
- convertible vacation, and
- purchased vacation.

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

No more than one hundred sixty (160) hours can be received during a FISCAL YEAR. (Employees called to active military service may receive up to five hundred (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 (1) 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, Benefits Department. The application will be reviewed and decision to approve or deny will be made by the Benefits Department after all facts are considered and Leave balances have been verified. The applicant's manager will be notified by the Benefits Department 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-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. 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 22 [Pay Treatment for Absences] 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 21 - 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 Union on or before March 1, designate Monday of that week as a non-workday. Likewise, if New Year's Day falls on Thursday, the Laboratories may designate Friday of that week as a non-workday.

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 the STANDARD DAILY WORK SCHEDULE. The employee shall receive such holiday allowance provided he/she receives pay from the Laboratories for all or part of either the scheduled workday preceding the holiday, or the scheduled workday 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 the STANDARD WEEKLY WORK SCHEDULE but who is absent shall not be paid holiday allowance, except that subject to the provisions of Paragraph 6 above, 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 acceptable to the Laboratories and received in Medical within fifteen (15) consecutive calendar days from the beginning of the absence for review. Extensions may be granted for unusual cases by mutual agreement between the Laboratories and the Union.
  - 7.2. For the portion of the 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.
8. When, due to the observance of a holiday within an employee's COMPRESSED WORK WEEK, the number of hours charged as holiday will be the hours of the Daily Work Schedule on which the holiday is observed. For example, if Monday-Thursday, nine (9) hours will be charged. If it is 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 previous Thursday or the following Monday may be observed as the holiday with supervisor approval, 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. By 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 the vacation accruals. If the 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 eligible employee's holiday balance for each holiday or Energy Conservation Day as it occurs, and the employee will charge the full absence.
  - 8.1. Employees may choose not to observe a holiday or Energy Conservation Day at all, if it falls on their scheduled Friday off. 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 the 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 WORK WEEK schedule, in and of itself, cause the payment of overtime, unless at the direction of management due to the needs of the business.

## **ARTICLE 22 - 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 a 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 a STANDARD WEEKLY WORK SCHEDULE may be excused for such absence, consistent with the needs of the business. When so excused, the employee 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 a 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. Personal Absence**

With the discretion and approval of the immediate manager, employees may charge up to 56 hours of Personal Absence per fiscal year, in fifteen (15) minute increments, following the applicable corporate procedure, for absences due to:

- death in the immediate family\*,
- unexpected serious illness/accident of a close friend/family member,
- attending the funeral of a relative or close friend,
- unplanned personal emergencies,
- medical and dental appointments for the employee and family that cannot be scheduled outside of working hours,
- children's school meetings related to academic performance for which parental attendance is required,
- new adoption/birth of a child (both parents), and
- care of ill family or household member.

\*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, and any relative who is a dependent of the employee.

5.1. Provided an employee has sufficient hours of Personal Absence, they shall be entitled to charge up to (5) work days leave upon a death in his/her immediate family. If the employee must travel more than two-hundred fifty (250) miles to attend the funeral, he/she is allowed one (1) additional work day for travel time. In no case will the employee exceed 56 hours of Personal Absence in any one FISCAL YEAR.

## 6. Unpaid Excused Absences

6.1. It is recognized that vacation, personal absence, 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:

6.1.1. 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:

- 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, or\*
- 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 all personal absence.

6.2. 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 exhausted all vacation credits or vacation has been 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, and eighty-one (81) to one hundred sixty (160) hours may be approved by the Director.

6.3. 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 20 (Vacations) for scheduled absences for such activities.

6.4. The use of unpaid excused absence shall not affect in any way the charging of sickness absence or personal absence.

## 7. Community Service Time Off

7.1. Employees with at least six (6) months of service are eligible for time off with pay to participate in Corporate Sponsored Community Service activities in accordance with the Laboratories' policy.

7.2. 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.

7.3. The Laboratories shall have the unilateral right to modify the Community Service policy. Such modification shall not discriminate against employees represented by the Union.

## **ARTICLE 23 - 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 Laboratories' Health Benefits and Employee Services Organization shall be presented in all cases of sickness absence of five (5) consecutive scheduled workdays or more, exclusive of Saturdays, Sundays and holidays, or hospitalization or surgery, 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 calendar days after the first day of absence and, on lengthy absences, additional PCII's, acceptable to the Laboratories' 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 Laboratories' 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 shall be based on the employee's STRAIGHT TIME in effect on the first day of sickness absence.
- 1.7 All provisions of ARTICLE 23 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 Thursday and eight [8] hours on Fridays the employee is scheduled to work.)

## 2. Payment for Absence

- 2.1. An employee absent because of personal sickness shall be paid up to 1,040 hours at full pay, less any previously paid benefit.

**Note:** Hours are prorated for regular PART-TIME EMPLOYEES.

- 2.2. During the first four (4) consecutive weeks of absence under Paragraph 2.1, payment shall be at STRAIGHT TIME based on the employee's BASE RATE including shift differential and working schedule (not including overtime) in effect on the first (1<sup>st</sup>) day of sickness absence.

- 2.2.1. Beginning with the start of the fifth (5<sup>th</sup>) week of such absence, payment shall be based on the employee's BASE RATE in effect on the first (1<sup>st</sup>) day of sickness absence.

- 2.2.2. Full pay shall be computed at one hundred percent (100%) of STRAIGHT TIME or BASE RATE, including shift differential whichever is applicable.

- 2.2.3. Vacation 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.

- 2.3. 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 and has charged no personal sickness absence or injury time. This period shall start with the day the employee returns to work on a full-time or part-time schedule following the personal sickness absence. In computing such period of ninety (90) consecutive calendar days, there shall be included all full-time worked and all time absent for the following reasons:

- Saturdays and Sundays,
- holidays and Energy Conservation Day,
- vacations,

- absences per ARTICLE 22 (Pay Treatment for Absences), excluding unpaid excused sickness absence, and per ARTICLE 26 (Peacetime Training and Local Emergency Service with the Armed Forces),
- temporary interruptions of service (see definitions of LAYOFF in ARTICLE 3 [Definition of Terms]), or
- absence for any other reason except personal sickness absence due to sickness or injury.

2.4. Until an individual restores sickness absence eligibility per Paragraph 2.3 above, new sickness absence periods will be paid the remaining unused portion at full pay per Paragraph 2.1 above.

## **ARTICLE 24 - 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 eligible for (8) hours STRAIGHT TIME provided he/she is on the active payroll of the Laboratories on that day.

2.1 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).

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 eligible employee who is assigned to work on Energy Conservation Day shall prior to Energy Conservation Day, elect to schedule or not to schedule another day in lieu thereof.

- 4.1. 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 that need not be consecutive.
- 4.2. 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.
- 4.3. 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 time.
- 4.4. 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 receive eight (8) hours pay at STRAIGHT TIME 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.

## **ARTICLE 25 - OCCUPATIONAL DISABILITY PAY**

1. An employee who, in the opinion of the Laboratories' Health Benefits and Employee Services Organization, 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. 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 23 (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 Union agree on an extension. Absence by reason of such disability shall be charged against sickness absence payments provided under ARTICLE 23 (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 Health Benefits and Employee Services Organization as to the facts and duration of the employee's inability to work as a 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 at Step 3 in accordance with ARTICLE 7 (Grievance Procedure). The matter may also be referred to Arbitration in accordance with ARTICLE 8 (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.
3. Any employee terminated upon exhausting benefits under the provisions of this ARTICLE, may apply for and receive consideration for external vacancies at the Laboratories, for which they qualify and meet the physical requirements. If the employee is accepted for reemployment, the employee will be credited with Bargaining Unit seniority for the period of time the employee was off roll, prior to returning to work, up to a maximum of thirty-six (36) months.

## **ARTICLE 26 - 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 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 or COMPRESSED WORK WEEK 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 or COMPRESSED WORK WEEK 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, 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, 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 or COMPRESSED WORK WEEK 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. Uniformed Service Employment and Reemployment Rights Act (USERRA)

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. 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 his/her period of service unless a greater time for notice/reporting is required by law.

## ARTICLE 27 - 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 written request of 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. Such Leave of Absence is granted 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 may maintain coverage under the medical plans, the dental plan, the Vision Care Plan, the Dependent Group Life Plan, the Voluntary Group Accident Plans, and 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 Sandia Corporation Retirement Income Plan to the extent and in the amount for which he/she is 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 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 31 (Movement of Personnel). The employee shall be reinstated 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 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 Leave of Absence and, prior to the expiration of Leave, furnishes satisfactory evidence in the form of a Physician's Certificate of Injury / Illness (PCII) ) of such inability, as determined and approved by 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 23 (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 Tier 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 23 (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 may 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 provider 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. Seniority

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

Employees will be given the option to take their Vacation accruals, for which eligible and not used, prior to the beginning of the Leave. Purchased Vacation that they have paid for but not used can also be used prior to the beginning of Leave. Vacation balances will be paid out automatically if not used prior to Leave of Absence being effective.

#### 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 ARTICLE 31 (Movement of Personnel) and ARTICLE 32 (Seniority) of the General Agreement between the parties and to compliance with security regulations of the Laboratories.

5. Family 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 starting 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 in any rolling twelve (12) month period to care for his or her own serious illness or a seriously ill spouse, parent or dependent son, or daughter of the employee. Per Sandia policy, FMLA for the employee's own illness will be run concurrently with paid leaves. FMLA to care for a seriously ill family member will provide the employee the option to take the FMLA unpaid or to utilize available appropriate paid leave to be paid.

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 FCLA Leave shall be as follows:

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

6.3. An employee on such Leave of Absence may 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 Pension Security 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

Employees will be given the option to take their vacation accruals for which eligible and not used prior to the beginning of the Leave. Purchased vacation that they have paid for but not used can also be used prior to the beginning of Leave. Vacation balances will be paid out automatically if not used prior to the Leave being effective.

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 31 (Movement of Personnel) and ARTICLE 32 (Seniority) 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 Health, Benefits, and Employees Services Organization then the person shall be brought back on roll and allowed to utilize personal sickness absence benefits as stated within ARTICLE 23 (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 Tier level or OAA designation.

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 7 (Grievance Procedure) and, if not adjusted thereunder, may be submitted to Arbitration as provided in this Agreement.

8. For other leaves of absence available please contact Sandia Health Benefits and Employee Services.

**ARTICLE 28 - 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 Union in the Pension Security Plan or in the Group Term Life and Group Accident Insurance Plans (except changes which may be made by the insurance carriers unilaterally under their 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 7 (Grievance Procedure), and if not resolved thereunder by the parties, may be submitted to Arbitration in accordance with the provisions of ARTICLE 8 (Arbitration).
3. Pension Security Plan

This will confirm our agreement during 2011 negotiations concerning the Pension Security Plan. Effective October 1, 2011, the pension band values will be increased as follows for employees represented by the Bargaining Unit who retire on or after October 1, 2011:

Band	Job Classification	Value for Employees Retiring On or After 10/1/11
103	Tier 1	\$46.46
105	Tier 2	\$50.03
109	Tier 3/OAA	\$57.35
112	Tier 4	\$62.72
116	Tier 5	\$69.96

Employees hired after June 30, 2009, will not be eligible to participate in the Pension Security Plan. Employees re-hired after June 30, 2009, will not be eligible for new benefit accruals from the Pension Security Plan.

No later than January 1, 2013, the Sandia Corporation Pension Security Plan will be 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 Plan

Effective June 1, 1993, Sandia created the 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 shall make the Sandia Corporation Savings and Security Plan available to OPEIU 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.

In addition to the Savings Plan benefits provided to current employees, employees hired or rehired on or after July 1, 2009:

- 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 participants 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 (65<sup>th</sup>) birthday if they do not make an affirmative investment election, and
- are not eligible to participate in the Sandia Corporation Pension Security Plan.

Please refer to the Summary Plan Document (SPD) for more information.

As soon as practical in 2012, Sandia will offer investment advice services, including Online Advice and Professional Management, as provided by Financial Engines.

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

## **ARTICLE 29 - 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-bargaining unit employees. To the extent that the Laboratory shall make any changes to these benefit plans for non-bargaining unit 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.

2. 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 Union prior to taking such action.
3. 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.
4. Long Term Disability

All non-occupational and job incurred disabilities are covered by the Long Term Disability Plan with approval of LTD Administrator

5. 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.
- Voluntary Group Accident Insurance – Employees have the opportunity to purchase Accident Insurance for themselves and their families. The premiums are based on the level of coverage selected. Enrollment is available without proof of insurability.
- Voluntary Term Life Insurance – Employees have the opportunity to purchase life insurance for themselves at a multiple of their annual salary. If an employee did not enroll during the first thirty (30) days of hire or within a special open enrollment period, enrollment requires proof of insurability.
- Voluntary Dependent Group Life Insurance – Employees have the opportunity to purchase life insurance for their spouse or dependent children. If an employee did not enroll during the first thirty (30) days of hire or within a special open enrollment period, enrollment requires proof of insurability.

6. 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 \$2,500 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.

#### 7. Group Term Life Insurance:

- Employees will be provided Group Term Life Insurance benefits equal to one (1) time annual base pay.
- Newly hired or re-hired employees will not be eligible for post-retirement life insurance benefits under the Group Term Life Insurance plan.
- Employees who retire with a service pension after December 31, 2008, and who were on-roll on or prior to December 31, 2006, will be eligible for Sandia provided life insurance coverage of one (1) times annual base pay with a maximum of \$50,000, reduced by 10% per year for five (5) years beginning at age 66, resulting in an ultimate maximum benefit of \$25,000 at age 70 and thereafter.

#### 8. Pre-Medicare Retiree Medical:

- Medical Care Choices: Effective January 1, 2012, employees hired or rehired prior to July 1, 2009, 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. The 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.
- Effective January 1, 2012, Class II dependents who are or become Medicare eligible will no longer have medical coverage through Sandia.
- Employees hired or rehired prior to July 1, 2009, 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 healthcare premiums rise, 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

- Employees hired or rehired prior to July 1, 2009, and who retire on or after January 1, 2012, and are Medicare eligible, will receive Your Spending Account (YSA) credits, 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 amount will increase annually by 50% of the healthcare component of the Consumer Price Index. The 2015 YSA credits will be up to the following maximums (if you retire mid-year, your YSA credits 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

- Employees hired or rehired after June 30, 2009, will be eligible for pre-Medicare retiree medical on an access only basis upon retirement, if they have met the age and service requirements for retirement. Medical and dental coverage terminate upon the retiree becoming eligible for Medicare. 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.

## 9. 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 has two (2) basic purposes:

- The Committee will examine health care trends and cost containment strategies.
- The Committee will meet quarterly for up to four (4) hours for the following purposes:
  - Examine the major factors influencing health care costs, particularly those which affect the Laboratories, its employees, and their covered dependents,

- 2.2. Study the effectiveness of various programs in slowing the escalation of medical costs, and
- 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 medical 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 Union 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 Union Committee members.

The Committee will be asked to submit reports to the Union 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.

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

## 10. Tobacco Free Work Environment

Sandia National Laboratories and the Office and Professional Employees International Union Local 251 (OPEIU) are committed to maintaining a healthy, comfortable, safe, and productive work environment. Toward this end, OPEIU 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 March 1, 2009. This prohibition will include smoking and the use of products such as chewing tobacco and snuff.

\* 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 30 - 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 operations where it is not practical to interrupt such process at regular intervals shall be allowed their rest periods 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 Union and the Laboratories will discuss the problem to rectify such abuses.

## **ARTICLE 31 - MOVEMENT OF PERSONNEL**

The provisions of this ARTICLE shall be administered in the first instance by the Laboratories. However, such decisions shall be subject to the Grievance and Arbitration provisions of this Agreement. In the interests of prompt settlement of questions involving the selection or movement of personnel, should the Union claim that the action taken was not in accordance with the provisions of this ARTICLE, such claim shall be presented as a written Grievance no later than fifteen (15) workdays after the notification to the Union of the selection or movement. The settlement in case of Union protest shall provide retroactive adjustment, if any, for the period from the date of the selection or movement to the date of settlement.

### **1. Definitions**

The following definitions apply to the implementation of the provisions of this ARTICLE (also see ARTICLE 13):

- **CORRIDOR** - A grouping of related jobs into one (1) of five (5) broad functional areas at the Tier 3, Tier 4, and Tier 5 levels. Example: Administrative Services.
- **OCCUPATION** - A group of job classifications related by nature but not level. Job classifications (or sub-corridor) within the same occupation have identical job titles but different Tier levels. They are identified by the six-digit occupation code number.

Example: Tier 3 Editing, Tier 4 Editing, and Tier 5 Editing are a single occupation with different levels of classification.

- TIER - One (1) of five (5) pay levels assigned to Union-represented job classifications.
- JOB CLASSIFICATION - The total collection of tasks, duties, and responsibilities assigned to one (1) or more individuals whose work has the same nature and level. Union jobs are grouped by nature into corridors and occupations, and by level into Tiers. Each job classification has a unique job description and a unique six-digit occupation code. Example: Tier 4 Financial Management (022-947) is a job classification.
- SAME BASIC REQUIREMENT - The essential functions that define a job classification. Basic requirements determine the grouping of job classifications into corridors and Tiers, and OAAs into a separate job classification. Job classifications in the same corridor and Tier have the same basic requirements. Within corridors (Tiers 3, 4 and 5), a higher Tier level job classification includes all the basic requirements of a lower Tier level job classification but has additional requirements. Example: A Tier 4 Purchasing could displace a Tier 3 Library but a Tier 3 Library could not displace a Tier 4 Purchasing.

All Tier 1 and Tier 2 job classifications have the same basic requirements as higher Tier job classifications, but higher Tier job classifications have additional basic requirements. Example: A Tier 3 Computer Operations could displace a Tier 2 Clerical Support but a Tier 2 Clerical Support could not displace a Tier 3 Computer Operations.

Tier 1 and Tier 2 job classifications have the same basic requirements as the OAA job classification but the OAA job classification has basic requirements that the Tier 1 and Tier 2 job classifications do not have. Thus an OAA could displace a Tier 1 or Tier 2 but a Tier 1 or Tier 2 could not displace an OAA.

- Passing any applicable battery of tests is a basic requirement for all occupations and job classifications.
- CURRENT JOB - is defined as the Tier, corridor and job function, (i.e., Tier 3, Administrative Services, Clerical Support). An employee may rotate to different assignments within their Center, while remaining on his/her current job.
- POSITION - The total work assignment of an individual employee, comprised of a specific set of duties and responsibilities within a job classification. The total number of positions in an organization equals the number of employees within the same job classification plus vacancies, if any, and is determined by management.
- Office Administrative Assistant (OAA) - is a stand-alone job classification outside the Five Tier Plan.
- LACK OF WORK - The absence of work for an employee or group of employees in a job classification for reasons including, but not necessarily limited to, loss of customer

base, budget reductions, FTE or head count reallocation, mission change, make/buy decisions or technology changes.

- REDUCTION IN FORCE - The reduction or elimination of positions within a job classification in an organization at any level due to lack of work.
- SURPLUS EMPLOYEE(S) - The least senior employee(s) in a job classification in the Bargaining Unit when a reduction in force has been declared within that job classification.

## 2. Priority Placement

When a job vacancy in the Bargaining Unit occurs, on roll employees and LAID OFF employees who have the necessary qualifications for the job shall be considered in successive steps in the following order, giving due consideration to SENIORITY:

- 2.1. Bargaining Unit employees surplus due to lack of work; Bargaining Unit employees displaced from Bargaining Unit jobs within four (4) years prior to the date of the vacancy; and employees LAID OFF from the Bargaining Unit within four (4) years prior to the date of the vacancy, if they have previously performed satisfactorily at the Laboratories the vacant job or a job with the same basic requirements.
- 2.2. At the Laboratories' discretion, employees outside the Bargaining Unit with previously acquired Bargaining Unit SENIORITY, if they have previously performed satisfactorily at the Laboratories, the vacant job or a job with the same basic requirements.
- 2.3. Bargaining Unit employees unable to perform their jobs due to a physical disability, either job incurred or non-job incurred, developed while employed at the Laboratories provided they are able to perform the job efficiently within a limited training period.
- 2.4. Non-Bargaining Unit employees unable to perform their jobs due to a physical disability, either job incurred or non-job incurred, developed while employed at the Laboratories, provided they are able to perform the job efficiently within a limited training period.
- 2.5. Outside of Article 2.1 and the Post and Bid process, the Laboratory reserves the right to administer priority placement for circumstances which require immediate placement of Bargaining Unit employees who are otherwise deemed qualified but can no longer fill their current position due to a higher security clearance requirements. In these situations, the Union shall be notified of the employee affected and what vacancy they will fill.

If the vacancy is filled in accordance with Paragraph 2, the Union shall be notified of the vacancy filled, the name of the employee selected, and the reason therefore.

### 3. Post and Bid

If the job vacancy is not filled in accordance with Paragraph 2 above, it shall be posted for bids and shall be filled in accordance with the following procedure:

- 3.1. The job classification, Tier level and location of each such vacancy shall be posted on the Internal Web for a one-calendar week period starting with next day being day one (1). Information concerning the requirements of the job shall be made available to all interested employees.
- 3.2. Bargaining Unit employees may bid or apply for such vacancies electronically during the period of posting, provided they have been classified in their present occupation and Tier for at least six (6) months to bid on all positions. However, new hires in represented positions will stay in their position twelve (12) months before being eligible to bid on other positions. Employees may bid across corridors at any level, but must meet the job qualifications in order to be considered as a candidate. In the case of an employee who is absent 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 Union of the names of all applicants.

If two (2) or more applicants are relatively equal in qualifications to fill the vacancy, one (1) being an OPEIU represented employee and the other(s) non-Union represented employees, the OPEIU represented employee shall be awarded the job.

Employees may voluntarily cross train across corridors at any level. Employees shall retain the right to withdraw from cross training at any time. There will not be any reprisal for accepting or rejecting a cross training opportunity. Employees should discuss these assignments with management in advance to avoid problems and/or significant interference with primary job duties. (Temporary upgrades shall be handled in accordance with Paragraph 6 of this ARTICLE.)

The Union agrees that the long standing practice of communicating rotational opportunities within the Center for OAAs, only where there is no planned addition to the OAA ranks, is a legitimate business practice and does not constitute a violation of the Labor Agreement.

OAA's may fill in temporarily for non-represented secretaries on a voluntary basis. In such cases they will receive an additional \$2.00 per hour while providing the temporary coverage with a minimum of three (3) hours pay. Should all OAA's within a center refuse the temporary assignment, the Laboratories may solicit other OAA's from within the Division. There will be no reprisal for accepting or rejecting this temporary assignment.

#### 3.2.1. OAA Internal Postings

The Laboratories agrees to post additions to the OAA classification and to consider internal applicants on an equal basis as external candidates.

The Union agrees that internal and external candidates will both be considered on an equal basis based on relative qualifications as described below.

Vacant OAA positions will be posted periodically on the Sandia internal Post and Bid web site under the general job postings section, and will be open to bid by any qualified Sandia employee, provided they have been in their current organizational assignment for at least six (6) months and meet the OAA Job Prerequisites.

### 3.2.2. OAA Job Prerequisites

Selections for the OAA position (for both external and internal candidates) are based on testing, secretarial-related work experience, interview impressions, and references. Minimum prerequisite qualifications have been established for testing and work experience. To be qualified, the applicant must have passed, based on Sandia specified grades, the Sandia battery of Secretarial tests including typing. To be experience qualified, the applicant must have four (4) years recent secretarial-related experience, or an Associate Degree from an accredited college or university in Secretarial Sciences or related field, and six (6) months secretarial-related experience. For internal candidates, three (3) years of the required four (4) years of secretarial-related experience, can consist of relevant Sandia office experience.

In general, no experience credit will be given for positions such as custodian, mail delivery, data entry, bookkeeper, teller, or receiving and shipping.

- 3.3. Within twenty (20) workdays after the expiration of the period of the posting the vacancy shall be filled from among the applicants who have filed bids or otherwise filled in accordance with Paragraph 3.5, below. Extensions may be mutually agreed upon to take care of unusual cases in writing. If the selected applicant is not available for work, he/she shall fill the vacancy upon return to work.
- 3.4. If two (2) or more applicants are relatively equal in qualifications to fill the vacancy, SENIORITY shall govern (see Paragraph 4.2 of ARTICLE 32 [Seniority]).
- 3.5. The disposition of the vacancy shall be posted on the Internal Web prior to the date the successful applicant reports on the vacancy. The Union shall be notified of the disposition of the job vacancy prior to its posting. The disposition shall be listed in one (1) of the following categories:
  - name of the successful applicant, posting number and the name of the supervisor, or
  - vacancy withdrawn.

Copies of such listing shall be made available to the Union at the time of posting. In all cases where "Vacancy withdrawn" is to be listed as the disposition, the Union shall be

notified prior to the posting of the disposition that the vacancy is being withdrawn and the reason therefore.

3.6 In an emergency, the vacancy may be filled 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 Union 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 posting procedures set forth above (Paragraph 3), the experience gained through performance on that job while temporarily upgraded will be used in the selection.

3.7 If the vacancy cannot be filled in accordance with Paragraphs 3.1 through 3.6 above, it may be filled by any other means.

#### 4. Displacement, Layoff, and Furlough

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

- 4.1. Employees shall be selected from the job classification in the inverse order of their SENIORITY. The Laboratories shall notify the Union of the names of the employees so selected. The affected employees in the Bargaining Unit shall be considered for vacancies in accordance with Paragraph 2 above.
- 4.2. If an appropriate vacancy in the Bargaining Unit is not available, the employee shall displace, in the same Tier in the Bargaining Unit, that employee who has the least SENIORITY in a job classification which the employee is capable of performing either because the employee:
  - has previously performed it at the Laboratories, or
  - has performed another job at the Laboratories with the same basic requirements.
- 4.3. If not thus placed, the employee shall then displace the least senior employee in successively lower Tiers in the Bargaining Unit, in accordance with Paragraph 4.2 above.
- 4.4. An employee who, due to lack of work, is selected under the provisions of this Paragraph 4 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:
  - involve a downgrading of more than one (1) Tier, or
  - result in a reduction in the employee's BASE RATE of more than twenty-five percent (25%).

- 4.5. The President, Vice President, Secretary-Treasurer, and Chief Stewards of the Union shall have top seniority in the Bargaining Unit for the purpose of this Paragraph 4 only, so long as there is work remaining which they are capable of performing. Stewards of the Union shall have top seniority in their respective occupation and Tier provided they have served in such capacity at least three (3) months prior to the date of the Laboratories' notice to the Union under Paragraph 4.1 above.
- 4.6. The Laboratories shall be entitled to exclude 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 exclusions, the Laboratories shall consult with the OPEIU and shall provide the OPEIU with the names, levels and occupations of the individuals involved, the reasons for making such exclusions and documentation supporting the reasons for making such exclusions.
- 4.7. An employee returning from a Leave of Absence granted under ARTICLE 6 (Treatment of Employees Performing Union Duties), ARTICLE 26 (Peacetime Training and Local Emergency Service with the Armed Forces), or ARTICLE 27 (Leaves of Absence), shall be reinstated to the same job classification held at the time such Leave began or a comparable job classification, if a vacancy exists, giving such employee consideration in accordance with SENIORITY with employees designated in Paragraph 2 of this ARTICLE. If not thus placed, the employee shall then exercise rights under Paragraphs 4.2 and 4.3 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.
- 4.8. Furlough is a temporary leave that places an employee in either a paid or non-pay status without duties caused by a temporary lack of government funding.
  - 4.8.1. In the event the Laboratories contemplates a furlough, the Laboratories shall notify and meet with the Union to discuss the Furlough Plan not less than thirty (30 calendar days) prior to a planned furlough, or, as soon as practicable on a short notice from the appropriate government agency.
  - 4.8.2. Upon determination by the Employer that a furlough of bargaining unit employees is deemed necessary, the Employer shall prepare and submit to the Union a detailed plan justifying the need for the furlough including all pertinent documents, used in its determination.
  - 4.8.3. A furlough is a temporary reduction of an employee's work hours or full workweek(s) due to a temporary lack of Government funding. Furloughed Represented employees will be treated administratively the same as furloughed non-represented, non-exempt employees during a furlough. A furlough shall not exceed thirty (30) workdays. Should the furlough exceed thirty (30) workdays

it will be changed to a layoff and the Laboratory will notify the Union of such action and will be administered in accordance with this ARTICLE.

- 4.8.3.1. If employees are directed to use vacation during the furlough and have vacation time preapproved prior to the notice of the furlough but do not have sufficient time to cover the absence, they will be allowed to take excused, unpaid absence for those days off.
- 4.8.4. Within seven (7) working days of receipt of a notice of furlough, the Union will develop a list of bargaining unit employees who wish to voluntarily participate in the furlough. That list will be presented to the Laboratories for consideration.
- 4.8.5. If a furlough is implemented, affected employees shall receive a minimum of two weeks' (14) calendar day's advance written notice. However, the Laboratories will attempt to provide as much advance notice as possible.
- 4.8.6. Employees affected by furlough will be furloughed in inverse order of seniority by job classification based on abilities, skills and efficiencies.

## 5. Recall Rights

- 5.1. When a job vacancy occurs, employees LAID OFF or displaced to a lower Tier job 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 satisfactorily performed the vacant job classification or a job classification with the same basic requirements.
- 5.2. In the event that an employee elects LAYOFF under the provisions of Paragraph 4.4, the employee's recall rights shall be limited to jobs of a higher Tier level than the one offered prior to such election.
- 5.3. 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 Tier than the job from which the employee was LAID OFF, or declines an offer of a job outside the Bargaining Unit. If an employee refuses recall to a job classification, he/she loses recall rights to all job classifications at the same Tier level or lower Tier levels as the job classification refused.
- 5.4. An employee shall lose his/her recall rights if he/she: 1) has been LAID OFF in excess of four (4) years; 2) fails to register with the Laboratories (Employee & Labor Relations Office) by Certified U.S. Mail once every six (6) months following LAYOFF indicating continued availability for employment and latest address; or 3) fails to report for work within ten (10) workdays after receiving notification, by Certified U.S. Mail, of recall from LAYOFF.

## 6. Loans and Temporary Upgrades

- 6.1. Employees may be loaned from one job to another for a period not to exceed three (3) months. Loans exceeding three (3) months must be agreed to by the Union in writing. The Union must be notified in writing of all loans initially and at the end of each thirty (30) day period. It is understood that this provision shall not be circumvented by repeated loans except through negotiations with the Union. Such loans shall not be considered as transfers. During the period of a loan at the same Tier, the employee shall be paid the BASE RATE of the job from which loaned.
- 6.2. Loans to a higher Tier job shall be considered temporary upgrades. When an employee is temporarily upgraded to higher Tier work, he/she shall receive pay treatment for an upgraded employee under the provisions of Paragraph 6 of ARTICLE 14 (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 3 of this ARTICLE, the experience gained through performance on that job while temporarily upgraded will be used in the selection.

## 7. 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 3.2 of this ARTICLE. No Bargaining Unit employee shall be transferred to a Non-Bargaining Unit job without the employee's consent.

## 8. Essential Functions

### **BENEFITS PROVIDED TO EMPLOYEES REMOVED FROM ROLL BASED ON THE ESSENTIAL FUNCTIONS PROCESS**

This defines the designated benefits, which the Laboratories will provide to employees removed from roll, with designated benefits, because of their inability to perform the essential functions of any job available at the Laboratories for which they are qualified.

Employees On Roll Prior to October 1, 1993.

- Schedule for service prior to October 1, 1993:

Term of Employment on Date of Separation	Separation Allowance Number of Weeks Pay
Less than 1 year	
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.

1. For service after September 30, 1993:

- Employees with less than seven (7) years of service on September 30, 1993, accrue a separation 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 of service on September 30, 1993, accrue a separation 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. Employees hired after September 30, 1993, accrue a separation allowance at the rate of one (1) week per year of service, or fraction thereof, to a maximum of fifty-two (52) weeks.
3. Employees hired after September 30, 2011, accrue a separation allowance at the rate of one (1) week per year of service, or fraction thereof, to a maximum of twenty-six (26) weeks.

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.

Should an employee who has received severance 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 through payroll deduction, at the rate of ten percent (10%) of such employee's wages.

Affected employees shall have the option to receive severance benefits through a one (1) time lump sum or through quarterly payments.

This understanding in no way implies that the Union 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 32 - SENIORITY**

1. Employees in the Bargaining Unit on September 1, 1996
  - 1.1. For Service Prior to September 1, 1996, SENIORITY shall consist of accredited service on and subsequent to the date of employment.
  - 1.2. For service on and after September 1, 1996, SENIORITY will continue to accrue while employed in the Bargaining Unit on an authorized Leave of Absence from the Bargaining Unit in accordance with provisions of ARTICLE 27 (Leaves of Absence).
2. Employees entering or reentering the Bargaining Unit on or after September 1, 1996
  - 2.1. Employees entering the Bargaining Unit for the first time will accrue SENIORITY from the date they enter the Bargaining Unit.
  - 2.2. 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.

3. SENIORITY shall be deemed broken whenever an employee:

- accepts a permanent placement outside of the Bargaining Unit,
- terminates or voluntarily leaves the Laboratories,
- is discharged for just cause under the provisions of ARTICLE 33 (Suspensions and Termination of Employment for Cause),
- is absent four (4) consecutive workdays without permission or without notifying the Laboratories, unless there is a satisfactory reason for failure to notify,
- has been LAID OFF in excess of four (4) years,
- fails to register with the Laboratories (Employee and Labor Relations Office) by Certified U.S. Mail once every six (6) months following LAYOFF, indicating continued availability for employment and latest address,
- fails to report for work within ten (10) workdays 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, or
- has caused a Leave of Absence to be terminated under the provisions of Paragraph 7 of ARTICLE 6 (Treatment of Employees Performing Union Duties), of Paragraph 2.5 of ARTICLE 27 (Leaves of Absence).

4. General

- 4.1. New regular employees of the Laboratories shall be considered PROBATIONARY EMPLOYEES, for a period of six (6) months, from the date of hire. If such employees are retained in the Bargaining Unit after the probationary period, their SENIORITY shall be established as of their dates of hire.
- 4.2. If two or more employees have the same SENIORITY date, the employee with the lowest last four (4) digits in his/her Social Security Number shall be deemed senior.
- 4.3. Previous SENIORITY will be credited immediately upon reinstatement following LAYOFF due to lack of work if recalled within four (4) years.
- 4.4. The Union shall provide electronically to the Laboratories a SENIORITY list showing the name, SENIORITY date, Service date, job title, and Tier level of all employees in the Bargaining Unit.

- 4.5. The Laboratories shall promptly furnish the Union with information necessary to maintain the seniority list, which shall include an employee movement list, the status of employees outside the bargaining unit who are moving into the bargaining unit, the status of any employee outside the bargaining unit who is bidding for jobs within the bargaining unit and information on those employees unable to perform their job because of a physical handicap who are offered an opportunity to transfer as provided for in Paragraph 2.4 of ARTICLE 31, Movement of Personnel.

## 5. Term Of Employment

TERM OF EMPLOYMENT is the aggregate of one (1) or more periods of employment with Sandia 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.

### 5.1. TERM OF EMPLOYMENT

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

- 5.1.1. 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 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.

- 5.1.1.1. Subject to Sandia's service bridging rules, prior service with another participating Lockheed Martin Laboratories whose pension plan provision agrees to transfer supporting pension assets will be included in a regular employee's credited Sandia service if the employee is transferred to or hired by Sandia after September 30, 1993.

- 5.1.2. Previous service will be credited immediately upon reinstatement from a Personal (including Leaves for Union Business), Child Care, Special, Family Care, or Military Service Leave of Absence, plus:

- 5.1.2.1. The first thirty (30) calendar days of Personal, Family Care, or Child Care Leaves of Absence.

- 5.1.2.2. All time absent on Special Leave of Absence (if application for reinstatement is made within ninety [90] days of return) 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.

- 5.1.3. Previous service will be credited immediately upon reemployment following LAYOFF if re-employed within four (4) years. (Credit is given for up to six [6] months of the LAYOFF absence.)
- 5.1.4. Rehired employees will bridge their prior service after working one thousand (1,000) 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.
- 5.1.5. Previous service not otherwise credited after the completion of one thousand (1,000) hours will be credited after the completion of five (5) years of new Credited Service. Re-hired 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.
- 5.1.6. Employees previously in non-regular positions will bridge their prior service immediately provided there is less than a thirty-one (31) day break in service.

## 5.2. Computing Effective Service Date

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

- 5.2.1. An employee's TERM OF EMPLOYMENT at any given time consists of all elapsed time since his/her Effective Service Date.
- 5.2.2. 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.
- 5.2.3. Revised Effective Service Date is established whenever credit for previous service is given following a break in service.

## **ARTICLE 33 - SUSPENSIONS AND TERMINATION OF EMPLOYMENT FOR CAUSE**

- 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 "for cause" the Chief Steward shall be notified of the action being taken by the Laboratories within twenty-four (24) hours, if 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 Chief Steward shall forthwith be notified; however, when the Chief Steward is not immediately available, issuance of the notice shall be postponed until the Union Representative has been notified, or a period of five (5) workdays has elapsed, whichever first occurs. In addition, such notice shall be confirmed in writing to the Union within five (5) workdays of the effective date of discharge. The Union will have five (5) workdays upon receipt of such notice to file a grievance on behalf of the terminated employee.

3. In all cases where the Laboratories suspends an employee for disciplinary reasons, the Union shall be notified in writing of the action being taken by the Laboratories within twenty-four (24) hours, if practicable, after the employee is notified.
4. The Union may question the justification of the action taken, as provided in Paragraphs 2 and 3 above, within five (5) workdays after the effective date of such action provided the employee is no longer considered probationary as provided in Paragraph 4.1 of ARTICLE 32 (Seniority). Any such question shall be considered in accordance with ARTICLE 7 (Grievance Procedure) by filing the Grievance initially at Step 3.
5. Offers of Settlement
  - 5.1. If during the Grievance procedure, the Union offers to withdraw a suspension Grievance if the Laboratories will reduce the suspension by not more than half, and the Laboratories refuses the Union's offer, the Arbitration costs shall be borne by the Laboratories should the Union 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 court reporter's fee including any costs of obtaining a transcript for the Arbitrator, the Laboratories and the Union.
  - 5.2. If, during the time period before Arbitration, the Union offers to settle the case of an employee who was terminated "for cause" 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 Union later prevail in Arbitration of the termination.
  - 5.3. The parties agree that evidence of such settlement offers shall not be presented to the Arbitrator.
6. If settlement is not reached in the Grievance Procedure, such dispute may be referred to Arbitration in accordance with ARTICLE 8 (Arbitration), provided the employee is no longer considered a PROBATIONARY EMPLOYEE as provided for in Paragraph 4.1 of ARTICLE 32 (Seniority) or has completed a specific training program, whichever is greater, on the date terminated or suspended "for cause." However, in such case the authority of the Arbitrator shall be further limited to a determination of whether the Laboratories had just cause in terminating, or "suspending" such employee. If the Laboratories requests a transcript of the

proceedings in such case it shall bear the cost including the cost of one (1) Union and one (1) Arbitrator copy.

7. 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. If reinstated, the employee 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.
8. Any balance due the employee under Paragraph 7 shall be further reduced by any payments other than wages received from the Laboratories at the time of being terminated for cause 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.
9. If there is no balance due the employee under Paragraph 7, 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 34 - NOTICES TO THE UNION**

1. Each employee's supervisor shall notify the appropriate Union Representative as so designated by the Union, in writing and in advance when practicable, of the following:
  - transfers involving changes of an employee's status (see Paragraph 3 below),
  - LAYOFFS due to lack of work,
  - Furloughs,
  - changes of shift assignments of individual employees, or
  - changes in overtime schedules.
2. Disciplinary action shall be handled in accordance with Paragraph 4 below, except as provided in Paragraphs 2 and 3 of ARTICLE 33 (Suspension and Termination of Employment), in which case, the appropriate Union Representative shall be notified in writing of the action being taken by the Laboratories, within twenty-four (24) hours, if practicable, after the employee is notified.
3. In order to afford the Union an opportunity to arrange for such replacements as may be necessitated by the transfer of Union Representatives, the Laboratories agrees to notify the

Union in writing of the transfer of any Union 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 downgradings) in an employee's permanent record, the document will be reviewed with the employee. A Union 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 Union Representative. (In those cases in which an employee refuses representation, a copy of the memorandum will be provided to the Union if the employee signs a release.) Furthermore, the employee will be advised that the memorandum will be removed from the permanent record within eighteen (18) months if the matter leading to the action is resolved in a manner satisfactory to the supervisor. The employee will be notified when the memorandum is removed from the file.
5. On a monthly basis, the Laboratories shall furnish the Union, electronically, the name and address of each new Bargaining Unit employee.
6. Within one (1) week following employment in a job classification in the Bargaining Unit, the Union will be notified of each new employee and the work group in which the individual is being assigned. The Union Steward or Union designee will be afforded an opportunity to meet briefly with the new employees represented by the OPEIU privately for the purpose of explaining the Union's function as the bargaining representative of the Office and Professional Employees International Union of the Laboratories.

#### 7. ACCESS TO PERSONNEL RECORDS

Upon request and at reasonable intervals, employees may examine their records in the Central Personnel Files or line organization file, medical files, or other files relied upon to discipline the employee. They may view their Human Resource Query on the Sandia Internal Web. Copies of their medical file, line organization file, or any other file relied upon to discipline the employee, will be provided upon request and at reasonable intervals. These requests will be granted provided that the Laboratories receives reasonable advance notice of the individual's desire to review his or 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 Union representative be present if the employee provides a written release.

### **ARTICLE 35 - LAYOFF NOTICE AND ALLOWANCE**

#### 1. LAYOFF Notice

- 1.1. 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 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 (A period of credited employment as computed in accordance with the established rules and regulations pertaining thereto. See ARTICLE 32 [Seniority; Paragraph 5 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, continue to 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 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 Union represented employees. The provisions of Paragraphs 3 through 5 apply only if the work to be subcontracted results in an actual job loss event. Staff Augmentation is not considered as subcontracting for purposes of Paragraphs 3 through 5.

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 Union 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 Union represented employee, the affected employee's pay rate will be designated as a "Personal Rate" under the provisions of Paragraph 10 of ARTICLE 14 (Wages) 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 \$7,500.00. 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 \$6,500.00 in education and retraining costs, within three (3) years from date of LAYOFF. The costs must actually be incurred and documented.

## **ARTICLE 36 - CONTINUITY OF OPERATIONS**

The Union agrees that it will not institute, cause, or condone nor permit its members to cause or engage in, nor shall any employee covered by this Agreement take part in any strike, picketing, sympathy strike, slowdown, or stoppage of work 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 Union 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.

If it is contested that the disciplined employee has not violated this ARTICLE, the Union may, within five (5) working days after the employee has been disciplined, contest the disciplinary measures by filing a Grievance, initially at the third step of ARTICLE 7 (Grievance Procedure). If after completion of the Grievance process, the matter remains unresolved, the Grievance shall be subject to Arbitration.

### **ARTICLE 37 - SUPERVISORS AND NONREPRESENTED EMPLOYEES PERFORMING WORK NORMALLY ASSIGNED TO REPRESENTED EMPLOYEES (SEE EXHIBIT I)**

The Laboratories is in complete accord with the principle that supervisors and other employees not represented by the Union should not as a regular procedure do work which has normally been assigned to employees represented by the Union. The Union, on the other hand, recognizes that the nature of the Laboratories' operations, and their importance to the Weapons Program and the National Security mission, 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. It is agreed that the Union 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 38 - ENVIRONMENT, SAFETY, AND HEALTH**

1. The Laboratories and the Union recognize the importance of maintaining a safe and healthful working environment and performing work safely and without damage to the environment, and will continue to work together to achieve the vision of zero injuries, zero fines, and zero non-compliances. The Laboratories and the Union agree that most injuries and illnesses and environmental incidents can be avoided when safe behaviors are practiced.
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 protect the health and safety of employees, and to protect the environment.
3. It is agreed that by entering into the obligations contained in this ARTICLE and in this Collective Bargaining Agreement, neither the Union nor any of its individual representatives, while serving on ES&H committees or teams, assumes any additional liability, other than what is encountered in the performance of assigned work activities, and disclaims any liability on any matter involving employee safety and health or environmental protection concerns or job-incurred injuries. The sole and exclusive purpose for the Union to enter into

a Collective Bargaining Agreement containing this provision is to assist the Laboratories in accomplishing work safely without impact to the environment, and in compliance with applicable laws, regulations, and contractual obligations. In that regard the Union, without assuming any additional liability, desires to assist the Laboratories.

4. The 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 two (2) members (plus one [1] observer) selected by the OPEIU 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.
  - 4.1. The purpose of the Committee shall be to make recommendations to Executive Management or to other management as may be appropriate to resolve ES&H concerns of a general, lab-wide nature; specific concerns not resolved in a timely manner by line organizations; and special concerns of the bargaining units affecting the membership in general, the Grievance procedure being the process by which individual or specific concerns are resolved. The JUMSC Chair will bring corporate level concerns to the appropriate ES&H owner or line management.
  - 4.2. The Committee shall maintain minutes which will be reviewed at the next Committee meeting.
5. The Laboratories shall 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.

#### 6. Safety Equipment

The Laboratories agrees to provide and maintain personal protective equipment and devices, where required, as determined by the appropriate Division ES&H teams as defined in Corporate Procedure: ESH100.2.IS.8, Assess Workplace Hazards and Provide and Maintain Personal Protective Equipment, without cost to employees.

#### 7. Medical Surveillance

The Laboratories shall 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.

#### 8. Worker Protection

- 8.1. It is the intent of the parties that no employee shall be required to perform work which is unsafe or unhealthful, or which causes damage to the environment. An employee who believes that he/she is being required to perform such work shall have the right to suspend work and notify his/her supervisor of their concerns whereupon the supervisor shall investigate immediately. If the concern is not resolved to the satisfaction of the

employee the employee shall follow the ES&H concerns process as described in Corporate Procedure: ESH100.4.RPT.1, Report ES&H Concerns and Suggestions for Improvement.

- 8.2. 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 Union involvement in expedited investigations in which Union employees are involved.
9. 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.

## **ARTICLE 39 - POLYGRAPH TEST**

This confirms our understanding regarding the treatment of Union 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 access is revoked or if they refuse to participate in the polygraph-testing requirement.

Candidates for a special access position that decline or are denied access will no longer be considered eligible for the position.

A current participant whose access is revoked will 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 the thirty (30) days, then 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 in Leave of Absence without pay or benefits for twenty-four (24) months while seeking another assignment.

## **ARTICLE 40 - DECISION BARGAINING PROCESS ON 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 the Union represented employees. Staff Augmentation is not considered as subcontracting for purposes of this Agreement.
2. When the Laboratories determine to subcontract a function or activity currently performed by the Union represented employees, it will inform the Union, 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, Tiers and corridors of the Union represented employees potentially affected.

3. Should the Union 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. As soon as practicable after the request to bargain, the parties will meet and bargain the effects of the decision on the Union represented employees. During bargaining, the Laboratories will give good faith consideration to any proposals by the Union to have the work performed in-house by the Union 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 Union 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, subcontract before the end of the forty-five (45) day bargaining period.
6. 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 subcontract for any of the criteria listed in Paragraph 4 above, the provisions of ARTICLE 35 (Layoff Notice and Allowance) shall apply to the affected employees.

## **ARTICLE 41 - OCCUPATIONAL RADIATION EXPOSURE INFORMATION**

1. Information entered in an employee's occupational radiation exposure record (exclusive of medical exposure) shall be made available to the employee or his/her representative upon request. The Laboratories shall have fifteen (15) workdays to provide such information. If the Laboratories cannot provide access to the records within the fifteen (15) workdays, the Laboratories shall, within fifteen (15) workdays, 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 the 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 42 - UNION SECURITY- AGENCY SHOP**

1. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
2. Each employee in the Bargaining Unit shall, beginning on the 31st day following the effective date or execution date of this Agreement, whichever occurs later, or the 31st day following his/her employment, rehire, reinstatement, reemployment, recall, transfer or regression into the Bargaining Unit, as a condition of continued employment in the Bargaining Unit, execute and deliver to the Laboratories a payroll deduction authorization, or pay directly to the Union an amount of money equal to the Union's regular monthly dues as uniformly required.
3. Any employee within the Bargaining Unit who is required to contribute to the Union as provided for in Paragraph 2 of this ARTICLE and who is subsequently transferred or promoted out of the Bargaining Unit, on Leave of Absence for more than one (1) month, or
4. LAID OFF shall not be subject to any of the provisions of this ARTICLE during the period of time such employee remains outside the Bargaining Unit or on LAYOFF.
5. No employee within the Bargaining Unit shall be required to pay fees or dues covering any period during which the employee was not in the Bargaining Unit or was not on the Laboratories' active payroll including LAYOFF.
6. An employee within the Bargaining Unit shall be considered in good standing for the purposes of this ARTICLE when such employee tenders the amount of money equal to the Union's regular monthly dues as uniformly required to an authorized agent of the Union or through Payroll dues deduction.
  - 6.1. Upon written demand from the Union, the Laboratories shall terminate any employee within the Bargaining Unit who fails to tender the sum due the Union under Paragraph 2 of this ARTICLE within thirty (30) days from the date such sum is due provided the Union informs the Laboratories and the employee in writing and allows him/her an additional fifteen (15) days after the 30<sup>th</sup> day of delinquency. If the employee fails to resolve his/her dues delinquency with the Union during this fifteen (15) day period and after notification to the Laboratories by the Union, the Laboratories will terminate the employee effective the end of that payroll period.
7. Employees may handle the matter of payment of Union dues directly with the Union. In cases where deductions are made from those who have already paid Union dues, the Union will make refunds directly to such employees.
8. Deductions shall be made for the accrued regular monthly Union dues of each employee in the Bargaining Unit for whom the above authorization has been received, beginning with the pay for the first (1st) pay period in the month following receipt of such authorization, by law

are made, and such dues deductions shall continue in like manner monthly thereafter, except as qualified in this ARTICLE.

- 8.1. Should sufficient earnings not remain after all deductions required by law are made to take the full deduction, the following shall apply:
  - Partial deductions to cover Union dues shall not be taken.
  - The deduction will be taken in a subsequent pay period if sufficient earnings remain to take the amount in arrears. If the then current month's deduction is owing, the arrearage will be taken first. Provided a sufficient amount then remains, the current deduction will be taken.
9. Deductions shall be remitted to the designated Financial Officer of the Union no later than two (2) calendar weeks after the deductions are made. The Laboratories shall furnish the designated Financial Officer of the Union monthly with a record of those for whom deductions have been made.
10. Any dispute arising out of the interpretation or application of this ARTICLE, when reduced to writing as a Grievance, shall be subject to the Grievance Procedure by initially referring the Grievance to Step 3. The Grievance thereafter may be processed in accordance with the provisions of ARTICLE 7 (Grievance Procedure).
11. Anything herein to the contrary notwithstanding, an employee shall not be required to become a member of or continue membership in or to pay a sum equal to the Union monthly dues, or to continue to pay any sums equal to the monthly dues, as a condition of employment, if it is determined that such is unlawful by the NLRB or by any court or administrative body of competent jurisdiction. It is understood and agreed that the Union will defend, save, and hold harmless and indemnify the Laboratories from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution, placing in effect or carrying out of the terms of this ARTICLE by the Laboratories.
12. The Laboratories will include the following among materials given to each new represented employee covered by this Agreement:
  - 12.1. A written statement advising of the existence of a Collective Bargaining Agreement which exists on the Sandia Internal Web between the Laboratories and the Union which will apply to such employee.
13. The Laboratories will provide the Union with printed copies of the Labor Agreement for all current Union represented employees and future hires within the term of this agreement and for file. The Laboratories will maintain the Labor Agreement and the Side Agreements on the Sandia Internal Web.

## **ARTICLE 43 - ABROGATION OF AGREEMENT ARTICLES**

1. This Agreement expresses the entire understanding of the Laboratories and the Union and no amendments shall be valid except when mutually agreed upon and committed to writing and signed by the Laboratories and the Union.
2. Should any part hereof or any provision 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 44 - DURATION**

This Agreement shall become effective October 1, 2014 when ratified by the Union membership and, when so effective, shall continue in full force and effect until 11:59 p.m., July 27, 2018, 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 July 28, 2018 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.

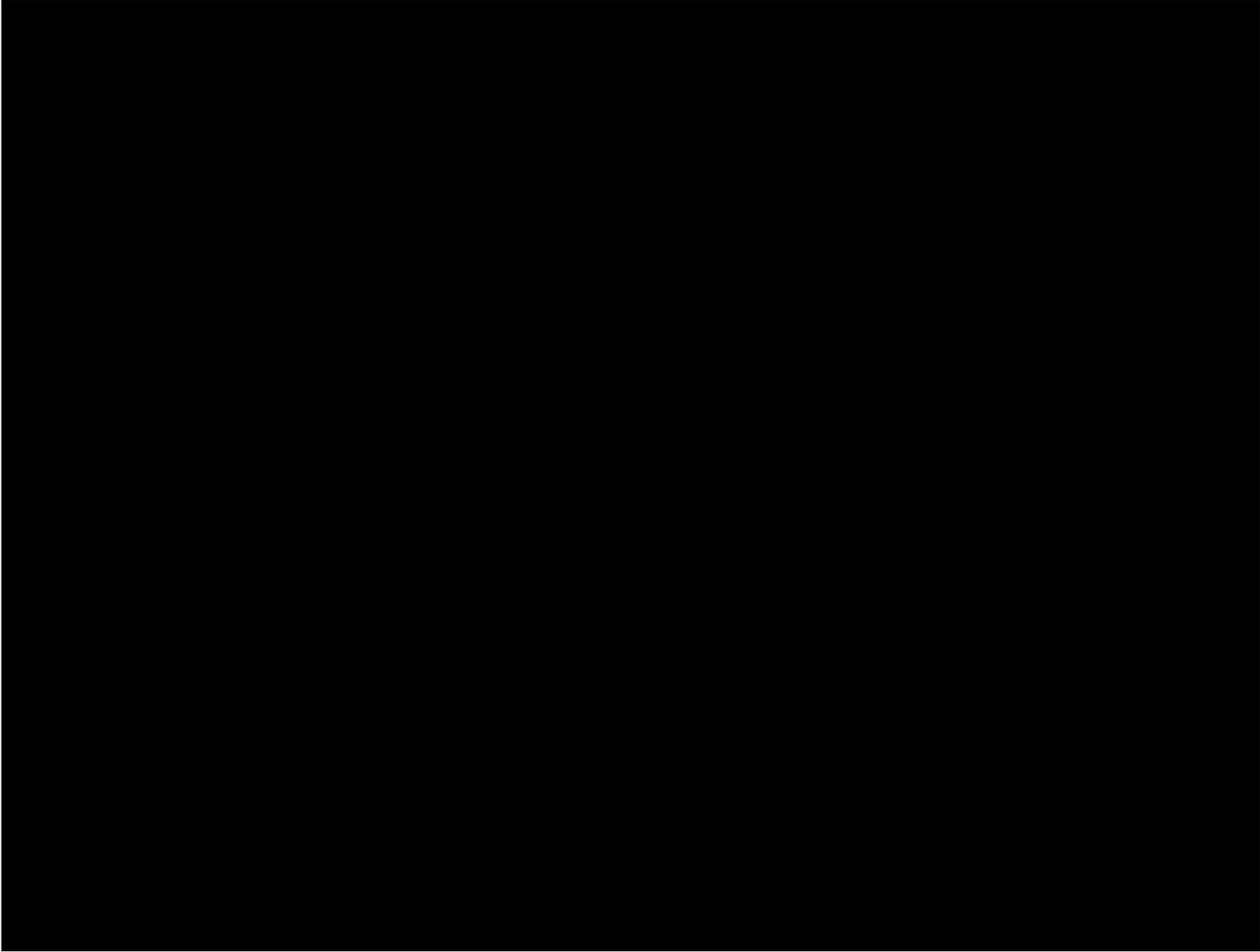


Exhibit VI – Leadership Message



**Sandia National Laboratories**

Operated for the U.S. Department of Energy's  
National Nuclear Security Administration  
by Sandia Corporation

Albuquerque, New Mexico 87185-0109  
Livermore, California 94551-0969

*date:* October 3, 2011

*to:* SNL-MGR-ALL

*from:*



*subject:* Management Responsibilities Related to Sandia's Collective Bargaining Agreements with our Bargaining Units

Our long standing relationships with the three bargaining units [Metal Trades Council (MTC), Office and Professional Employees International Union (OPEIU), and Security Police Association (SPA)] at Sandia National Laboratories were established in the early 1950s and continue today. The MTC is the exclusive representative of all hourly rated production and maintenance employees as described in part in Article 1 – Recognition, Appendix A, and Attachment to Exhibit XII, and the OPEIU is the exclusive representative of all office and clerical employees in the unit as described in part in Article 1 – Recognition and Article 13 – Five Tier Plan of their respective bargaining agreements, with the exception of employees in the organizations and jobs excluded within the contract. Over the last several weeks, a team of Sandia's leaders, led by the Human Resources Employee and Labor Relations (ELR) organization, bargained with MTC and OPEIU teams to shape the new three-year collective bargaining agreements (CBAs). I am pleased that we achieved new three-year agreements that are both fair and competitive and were ratified before the contracts expired on September 30, 2011. Our current agreement with the SPA is effective through November 30, 2014.

During contract negotiations, both OPEIU and MTC expressed concerns regarding work normally, historically, and appropriately belonging to the bargaining units being given to and performed by non bargaining unit employees and/or subcontractors. These perceptions have negative impacts on our relationships with the unions. It is my expectation that we, as leaders and managers of the Laboratories, will abide by the CBAs. While it is within the purview of Laboratories' management both to configure the scope and content of work assignments, and to make organizational changes as required to effectively and efficiently meet business objectives, the Laboratories have a legal and ethical obligation to respect and enforce the MTC's and OPEIU's roles as exclusive representatives of segments of our workforce. As a reminder, Article 36 – Supervisors and Nonrepresented Employees Performing Work Normally Assigned to Represented Employees states in part:

The Laboratories is in complete accord with the principle that supervisors and other employees not represented by the bargaining units should not as a regular procedure do work which has normally been assigned to employees represented by the bargaining units. The bargaining units, on the other hand, recognize that the nature of the Laboratories' operations, and their importance to program mission, require some degree

*Exceptional Service in the National Interest*

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.

It is every manager's responsibility to be knowledgeable of and abide by the provisions of the CBAs, which will be posted by December 1, 2011, at <http://info.sandia.gov/hr/labor/agreements.htm>. In the meantime, beginning Wednesday, October 5, 2011, a summary of contract changes will be available at this same location.

The unions also expressed continued concern regarding a lack of support for represented employee development. As evidenced by our strategic objective of commitment to a learning, inclusive and engaging environment for our people, Sandia has a deep interest in cultivating the development of all members of the workforce to be better positioned to meet the changing demands of our business environment and enable Sandia's mission. Please support all of our employees in their professional development.

Finally, as Laboratories' management, we are responsible for leading the way in demonstrating teaming for great results and fostering an attitude of mutual respect. We, as leaders, need to show each of our employees respect, and we need to require that all employees act respectfully with each other. It is an expectation that all of us act with integrity in all business interactions, which includes respecting our legal obligation to abide by the terms and conditions of the collective bargaining agreements. I advise management to contact the appropriate Labor Relations Specialist (Employee & Labor Relations, 03021) when in doubt about managing within the terms of the agreement and in need of contract interpretation or an explanation of past practice.

Copy to:

Exhibit VII of MTC Agreement effective October 1, 2011  
Exhibit VI of OPEIU Agreement effective October 1, 2011

## Exhibit 2 - Field Intelligence Element (FIE)



**Sandia National Laboratories**

Operated for the U.S. Department of Energy by  
**Sandia Corporation**

P.O. Box 5800  
Abuquerque, NM 87185-0903  
Phone: (505) 844-4262  
Fax: (505) 844-8816

Margaret A. Harvey, Manager  
Employee and Labor Relations, 3021

October 1, 2011

[REDACTED]  
Office & Professional Employees  
International Union, Local 251  
PO Box 5144  
Albuquerque, NM 87185

Dear [REDACTED]

The following records our agreement regarding Office Management Assistants (OMAs) in the Field Intelligence Element (FIE).

Sandia National Laboratories and the Office and Professional Employees International Union (OPEIU) agree to the following:

- Current FIE OMAs will remain grandfathered; they will be allowed to remain in their positions as OMAs.
- Only after a current OMA vacates a position in the FIE will that vacancy be filled with an OPEIU represented OAA.
- Any new positions within the FIE will be posted as OPEIU represented OAA positions.
- OAA positions within the FIE will automatically be excluded from the displacement provisions of Article 30 – Movement of Personnel.
- Employee loss of credentials specially required for work within the FIE will result in the requirement to find an alternative position within the Laboratories, consistent with terms of Exhibit XV – Polygraph Tests.
- OAAs hired into FIE positions will be eligible for a 10% base adder.

Sincerely,

[REDACTED]

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# 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	31					

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.

# 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.

# CY2018

## 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					