



SECURITY POLICE ASSOCIATION

Agreement

**between
Sandia National Laboratories and
Security Police Association**

Effective December 1, 2014





Printed By



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PREVIOUS AGREEMENT

This Agreement replaces in its entirety the Agreement dated December 1, 2009.

PREAMBLE

AGREEMENT made this 1st day of December 2014, by and between SANDIA CORPORATION (also known as SANDIA NATIONAL LABORATORIES), hereinafter called the "Laboratories," and the SECURITY POLICE ASSOCIATION hereinafter called the "Union."

The Laboratories and the Union have a common and sympathetic interest in the progress of the Energy Program. Therefore, the Laboratories and 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:

ARTICLE 1 – RECOGNITION

- 1.1. The Laboratories hereby recognizes the Union as the exclusive representative of the following employees of Sandia Corporation located at Kirtland Air Force Base, Albuquerque, New Mexico, and any other locations that the parties agree to cover or through a decision of the National Labor Relations Board.
- 1.2. INCLUDED - Salary graded, nonsupervisory plant protection employees. The occupations currently included in the bargaining unit are listed in Appendix A attached hereto, subject to the conditions of Paragraph 1.5.
- 1.3. EXCLUDED - All other employees, including office clerical, professionals, technical employees, hourly rated production and maintenance, and all supervisory employees as defined in the National Labor Relations Act as amended.
- 1.4. This recognition is based upon the certification of the National Labor Relations Board dated December 12, 1952, in Case Number 33-RC-411.

- 1.5. The Laboratories shall advise the Union of any newly established plant protection classifications. The parties shall meet and discuss whether such classification is covered by the above Recognition provisions. Should there be a dispute over inclusion in the bargaining unit, the dispute shall be submitted to arbitration. When the classification is included in the bargaining unit, the parties shall meet and negotiate in good faith the terms and conditions of employment.

ARTICLE 2 – MANAGEMENT OF THE BUSINESS

The Union recognizes that the Laboratory management shall continue to exercise its exclusive responsibility to manage the Laboratory and the right to adopt and enforce reasonable rules and regulations for efficient operations, provided however, that the foregoing shall not alter, change, impair or otherwise affect any of the rights and/or privileges of the Union or the employees expressly granted by other provisions of this contract.

ARTICLE 3 – DEFINITION OF TERMS

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

BASE RATE	A weekly rate of pay assigned to an employee.
DOUBLE TIME	Pay at 200% of BASE RATE.
DOUBLE TIME AND ONE-HALF	Pay at 250% of BASE RATE.
FISCAL YEAR	The twelve (12) month period beginning with October 1 of one calendar year and ending with September 30 of the succeeding calendar year.
FURLOUGH	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.
LAYOFF or LAID OFF	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 he/she be considered LAID OFF under the following circumstances: (1) when his/her 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; (3) Furlough due to lack of federal funding will not be considered Laid Off.

PERSONAL RATE	When an employee's rate of pay has been designated as a "Personal Rate" he/she will not be eligible to receive any negotiated general increases or progression increases until the Job Rate of the grade to which he/she is assigned is equal to the "Personal Rate." When the employee's BASE RATE is equal to the Job Rate or rate of the progression step of the grade to which he/she is assigned, the designation of "Personal Rate" will be removed and the employee will be eligible for further negotiated general and progression increases.
STANDARD DAILY WORK SCHEDULE	A tour of duty of no less than eight (8) hours and no more than (12) hours of work.
STANDARD WEEKLY WORK SCHEDULE	Five (5), eight (8) hour standard daily work schedules or a combination of ten (10) or twelve (12) hour standard daily work schedules which shall be determined by the Laboratories consistent with the provisions of ARTICLE 12 "Work Schedules and Timekeeping" and shall normally be from Monday through Friday and may be on any days within the WORKWEEK, frequently including Saturdays and/or Sundays.
STRAIGHT TIME	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.
TIME AND ONE HALF	Pay at 150% of BASE RATE.
PLANT CLOSING	The complete closure of the Laboratories where business is not expected to continue at any time in the future.
EMERGENCY	An emergency shall be defined as situations such as explosion, fire, storm, other conditions which endanger life or property, or threat to the installation.
WORK RELATED APPOINTMENT	An appointment that the company requires the employee to attend to fulfill individual and/or corporate requirements. These appointments will be scheduled as far in advance as possible with due concern to the employee's work and personal schedule.
MUST MAN ASSIGNMENT	An assignment, other than a work related appointment that is on the schedule and is required to be filled by the company to fulfill its mission. A Must Man assignment is subject to drafts and emergency drafts.

NON-MUST MAN ASSIGNMENT	An assignment, other than a work related appointment that is on the schedule and is not a Must Man assignment. A Non-Must Man assignment is subject to drafts but not emergency drafts.
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ARTICLE 4 – COLLECTIVE BARGAINING PROCEDURE

- 4.1. Collective bargaining shall be conducted only by authorized bargaining representatives of the Laboratories and of the Union. The Laboratories and the Union shall notify each other initially in writing of the names of their authorized bargaining representatives and thereafter of any changes which may occur. All such written communications from the Union shall be signed by the President of the Union or his/her duly designated alternate.
- 4.2. 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.
- 4.3. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the Laboratories or the Union.
- 4.4. The Laboratories’ bargaining agent(s) shall not bargain collectively unless at least two (2) Union representatives designated for such purpose as set forth in Paragraph 4.1 of this ARTICLE are present.
- 4.5. Once formal negotiations have begun, three (3) employee representatives of the Union shall be paid at STRAIGHT TIME for time lost from assigned Laboratories duties, not to exceed forty (40) hours per week, 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). **Once formal negotiations have begun, the Laboratories shall allow the Bargaining employee representative, if the bargaining unit so chooses, to adjust their work schedules to “day shift with weekends off” for the negotiating members who aren’t assigned to “day shift with weekends off” as their STANDARD DAILY/WEEKLY WORK SCHEDULE.**

ARTICLE 5 – ACCESS OF VISITING UNION OFFICIALS TO LABORATORIES’ PREMISES

Official representatives of the Union, not employed by the Laboratories, shall be allowed to visit employees and have access to the premises occupied by the Laboratories subject to conformity with the security regulations and to the following conditions:

- Notification for such access by such representatives shall be made to the Employee and Labor Relations Organization by the President of the Union or his/her duly designated alternate at least three (3) calendar days, exclusive of Saturday, Sunday, and holidays.

- Such representatives and employees shall comply at all times with the Laboratories' security rules and regulations covering access to and movement of visitors within the premises occupied by the Laboratories and will meet with employees at locations agreed to by the Union and management. In addition employees shall comply with the terms and conditions of ARTICLE 6 (Treatment of Employees Performing Union Duties).

ARTICLE 6 – TREATMENT OF EMPLOYEES PERFORMING UNION DUTIES

6.1. Designation of Union Officers and Stewards

- 6.1.1. The Union shall advise the Laboratories in writing of the names of its Stewards and of the names and titles of Union Officers dealing with the Laboratories. Such notification shall be signed by the President of the Union or his/her duly designated alternate, and Union Officers or Stewards shall not be recognized as such prior to receipt by the Laboratories of such notice.
- 6.1.2. It is agreed that there shall be a maximum of six (6) Stewards and their alternates during the term of this Agreement.

6.2. Pay Treatment

- 6.2.1. One to two Union officials, as designated by the Union President, shall be paid at STRAIGHT TIME for a combined amount of time, not to exceed forty-eight (48) hours per week, when conferring with Management or investigating grievance. The Union Designee(s) may be allowed to work on shift on their STANDARD DAILY/WEEKLY WORK SCHEDULE, **provided prior notification is made to the Scheduling Lieutenant, On-Shift Lieutenant, or On-Shift Captain.**
- 6.2.2. Officers and Stewards shall be paid at STRAIGHT TIME for time lost from assigned Laboratories duties when conferring with Management or investigating grievances during their STANDARD WEEKLY WORK SCHEDULES subject to the limitations of Paragraph 6.2.4.
- 6.2.3. An employee excused from his/her work assignment for the purpose of an interview by a Union Officer or Steward in investigating a grievance shall be paid at STRAIGHT TIME for the time lost during his/her STANDARD WEEKLY WORK SCHEDULE due to such interview, subject to compliance with Paragraph 6.3 and subject to the limitations of Paragraph 6.2.4.
- 6.2.4. The Laboratories shall not pay, in the aggregate, more than an average of forty-eight (48) STRAIGHT TIME hours per payroll week for all time lost from Laboratories duties by Union Officers (other than the designee referenced in paragraph 6.2.1 above), Stewards, and other employees for investigating grievances and conferring with Management. Each May and November, if the Union time charges exceed the number of payroll weeks times forty-eight (48)

for the prior six (6) month period, the Union will reimburse the Laboratories for the excess time at the then-current Job Rate for the Security Police Officer (SPO) I occupation. The forty-eight (48) hours is in addition to all time spent for the following reasons:

- 6.2.4.1. Performance of duties per paragraph 6.2.1.
 - 6.2.4.2. Company sponsored training for Union Officers and Stewards.
 - 6.2.4.3. Unpaid Union business conducted with the International per paragraph 6.4 below.
 - 6.2.4.4. All unpaid Union business time paid for by the Union.
 - 6.2.5. No overtime payment will be made to Union Officers, Stewards, or employees when investigating grievances or conferring with Management unless it is necessary to do so during a Laboratories' scheduled and approved overtime assignment.
 - 6.2.6. Laboratories-paid time for Joint Union - Management Communications events or for other reasons approved in advance by the Employee and Labor Relations Department will not count toward the forty-eight (48) hour per week aggregate specified in Paragraph 6.2.4.
- 6.3. Investigating Grievances or Conferring with Management
- 6.3.1. The investigation of grievances or conferring with Management shall be within the STANDARD WEEKLY WORK SCHEDULE of the Union Officer or Steward, the employee, and the supervisor involved.
 - 6.3.2. When an absence is granted to investigate a grievance or to confer with Management, prior to leaving his/her work location, the Union Officer or Steward shall:
 - 6.3.2.1. Contact the applicable supervisor in advance so there will be the least interference with Laboratories activities, identify the general nature of the grievance, and arrange to excuse any employee(s) necessary to be interviewed.
 - 6.3.2.2. Arrange with the employee's immediate supervisor to leave the job and for certification of time of leaving.
 - 6.3.2.3. Make advance arrangements with the applicable supervisor for the conducting of any further necessary investigation.
 - 6.3.2.4. Obtain from the applicable supervisor certification of the time spent by the interviewed employee and the Union Officer or Steward in investigating the grievance or in conferring with Management.

- 6.3.2.5. Notify the supervisor upon return to the job and secure certification of the time of return.
 - 6.3.2.6. Comply at all times with the Laboratories' time recording and pass routines.
 - 6.3.3. Normally, investigation of a grievance shall be conducted by one (1) Union Officer or Steward and in no event by more than two (2) Union Officers or Stewards.
 - 6.3.4. Normally, not more than one (1) employee will be excused at any one time for interview by a Union Officer or Steward in connection with a particular grievance. An additional employee(s) may be excused when approved by management.
 - 6.3.5. Investigation of a grievance (including the interviewing of employees) shall be conducted in such a manner and at such times and places, as will result in the least interference with Laboratories activities.
 - 6.3.6. All such investigation of grievances shall be performed by Union Officers or Stewards designated in accordance with Paragraph 6.1 of this ARTICLE and shall be on the premises occupied by the Laboratories.
 - 6.3.7. The Laboratories may limit or refuse to grant absence by an employee for the purpose of an interview by a Union Officer or Steward at a time when such employee's absence from work will seriously interfere with the operation of the business.
- 6.4. Excused Unpaid Absence for Union Duties (30 days or less)
- 6.4.1. A reasonable number of employees who have been selected by the Union to perform duties for the Union shall, on request, be granted an excused absence for that purpose from their assigned Laboratories duty for a reasonable length of time (not to exceed thirty (30) consecutive calendar days) without pay (subject to the provisions of Paragraph 6.2). Each such absence shall be for a stated period, but can be terminated before the expiration of said period by the return of the employee to his/her assigned Laboratories duty. 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 6.1.1 above, to a cumulative period of thirty (30) scheduled working days in a calendar year.
 - 6.4.2. Requests for such absence may, in the case of an employee designated as a Union Officer or Steward per Paragraph 6.1.1 above, be made either orally or in writing and, in the case of an employee other than such a Union Officer or Steward, shall be made in the employee's behalf by the President of the Union or the President's duly designated alternate in writing.
 - 6.4.3. Each time an employee is granted an absence under the provisions of Paragraph 6.4.1, he/she shall comply with the provisions of Paragraph 6.3.2.

6.5. Leaves of Absence to Perform Union Duties (more than 30 days)

6.5.1. A reasonable number of employees who have been selected by the 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 thirty (30) calendar days shall be granted Leaves of Absence in conformity with the provisions of Paragraphs 6.6 and 6.7 provided:

6.5.1.1. 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;

6.5.1.2. 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.

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

6.6. Terms and Other Conditions of Leave of Absence Granted Under the Provisions of Paragraph 6.5.

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

6.6.2. Such Leave of Absence shall be as follows:

- Without Pay
- With credit in SENIORITY for the first ninety (90) consecutive calendar days of absence on such leave
- With credit in TERM OF EMPLOYMENT for time absent (upon subsequent reinstatement from the Leave of Absence)
- 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 Plans

- With eligibility to continued participation in the Voluntary Term Life Plan, by the employee paying 100% of the premium
- With eligibility for continued coverage under and pursuant to the Dental Expense Plan, by the employee paying 100% of the cost
- Without eligibility for continued coverage under the Sickness Absence and Long Term Disability Plans
- With eligibility for coverage under and pursuant to the Medical Care Plan, by the employee paying 100% of the cost
- With eligibility for coverage under and pursuant to the Vision Care Plan, by the employee paying 100% of the cost
- Without eligibility for coverage under the Voluntary Group Accident Insurance Plan.

6.7. Consideration Following Leaves of Absence

- 6.7.1. The Leave of Absence shall be automatically terminated and SENIORITY be broken if and when the employee departs materially from the purpose for which the Leave was granted or accepts unemployment compensation benefits without first applying for reinstatement.
- 6.7.2. 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.
- 6.7.3. 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 his/her Leave, furnishes satisfactory evidence of such inability, the Leave shall be extended for the period of such sickness or injury not to exceed one (1) year from the date the Leave began, provided a physician's certificate acceptable to the Laboratories' Health Benefits and Employee Services Organization is presented certifying that the employee was under the physician's care and unable to work during the period of such extension.
- 6.7.4. The employee may request that his/her Leave of Absence be terminated prior to its expiration date if he/she gives the Human Resources Business Partners of the Laboratories thirty (30) calendar days of 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.
- 6.7.5. 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 29 (Term of

Employment and Seniority) and ARTICLE 30 (Movement of Personnel) and subject to compliance with security regulations and physical requirements of the Laboratories.

- 6.7.6. 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.

6.8. ES&H/Quality Coordinator

- 6.8.1. In order for the Laboratories to become world class in ES&H performance, safety and quality, values must be established and everyone must be responsible for their own safety and the safety of others, both on and off the job. The Laboratories and the Union recognize that ES&H and Quality are top priorities for the Laboratories and are the foundation for the management of our business. To continue as an outstanding national laboratory, we must become an organization in which people have the opportunity to have an impact. It is therefore agreed that represented employees must participate in initiatives to improve ES&H performance. The ES&H 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."

- 6.8.2. One (1) **to two (2)** members of the Union will be appointed by the Union's Executive Board as the **ES&H, Quality, BBS and Education/Training** Coordinator. Time spent by **these** individuals will be a maximum of **forty-eight (48)** hours per week. The Coordinator will be assigned to the Protective Force Department and will be provided with the necessary resources and time for this position.

6.8.3. ES&H

The SPA Coordinator will be an advocate of the Laboratories' ES&H Program.

- The representative proposed by the union must be mutually agreed to by management.
- This individual shall receive training in ES&H concepts, laws, regulations, DOE Orders, and additional training which will assist the coordinator in performing his/her duties.

Major Duties include:

- The ES&H Coordinator represents not only the specific interests of the Union, but also the more general interests of the Laboratories, by helping to ensure that the development of processes and procedures which meet requirements, can be implemented consistently across the Laboratories, are efficient and cost-effective, will improve ES&H performance, and will

contribute to the Laboratories' competitive advantage.

- 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.
- 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.

6.8.4. Quality

To ensure Sandia's Protective Force has the most effective and efficient staffing coverage to fulfill the plant protection strategy, this position will work closely with management on issues involving efficient staffing coverage and the bid process.

In addition, this position will be the coordinator for the Protective Force's ongoing BBS Program.

Major duties include:

- Participate on Center teams that develop, implement, document, and improve processes used to conduct the Center's business.
- Review weekly schedules with the Scheduling Lieutenant.
- Work on Bid issues with the Scheduling Lieutenant and PF Management.
- Receive Sandia sponsored training in quality concepts, tools, and techniques.
- Schedule BBS training and Steering Committee meetings, collect and input observations, prepare monthly reports on data collected and reports for the Steering Committee or Strategic Planning Team as needed.

6.8.5. Education/Training Responsibility

To endeavor to provide the Protective Force union employee career advancement and transition opportunities through working with Laboratories' Management, including but not limited to Security, Labor Relations, and Human Resources.

Major duties include:

- Serve as a member of the Education and Training Joint Labor-Management Committee.
- Assist in the identification of career transition and advancement opportunities at Sandia National Laboratories for Protective Force union members.
- Assist in the development and implementation of an education and training program for Protective Force union members.
- Serve as the liaison for Protective Force union members regarding Education and Training issues related to career transition and advancement.

ARTICLE 7 – BULLETIN BOARDS AND OFFICE SPACE

7.1. The Laboratories will furnish and install a reasonable number of bulletin boards not to exceed three (3) in locations satisfactory to both the Laboratories and the Union.

7.1.1. The size, general type, and construction of the bulletin boards shall be mutually agreed upon by the Laboratories and the Union.

7.1.2. Bulletin boards shall be plainly marked as being for use of the Union.

7.2. Bulletin boards shall be used for the sole purpose of posting Union notices. No notices shall be posted unless advance approval by the Laboratories' Bargaining Agent or such Bargaining Agent's delegate is first obtained. The Laboratories will give blanket advance approval for the posting of routine notices. Nothing inflammatory or derogatory shall be contained in material posted on bulletin boards.

7.3. The Union assumes responsibility for complete compliance with the provisions of Paragraph 7.2, and in the event of violation, the Laboratories may withdraw the privilege as to any or all bulletin boards and may remove the same at any time on one (1) week's written notice to the Union.

7.4. Office Space and Specified Equipment

- For the life of this agreement, office space will continue to be provided, similar to

that currently provided, for the Executive Board Officers by the Laboratories; (in addition to the physical space, the Laboratories agrees to assume any related maintenance costs of the space to include but not limited to custodial and utilities);

- For the life of this agreement, the Union Designee will continue to be provided by the Laboratories the following:
 - Desk, shelves and filing cabinets;
 - Telephone, e-mail, voicemail and other communication methods SNL may use in the future (calls on the phone and fax lines are limited to local calls only);
 - A computer, printer, and software compatible with software used by Employee and Labor Relations.
- For the life of this agreement, the following items will not be provided or costs paid:
 - Normal administrative supplies such as copier, fax machine, pens, pencils, paper, toner or toner cartridges for copiers, fax machine or printer;
 - Repair or replacement of any equipment not provided by the Laboratories;
 - Long-distance phone or fax calls.

ARTICLE 8 – NONDISCRIMINATION

- 8.1. There shall be no discrimination, interference, harassment, or restraint against any employee because of membership, nonmembership or legitimate activity in the Union by the Laboratories or any of its agents, and the Union likewise agrees that there shall be no discrimination, interference, or coercion against any employees of the Laboratories.
- 8.1.1. The Laboratories shall not subject any employee to prejudice, retaliation, or discrimination because of action taken by representatives of the Union in retaining the right to fulfill its legal obligation of fair representation to the members of the Bargaining Unit.
- 8.1.2. Neither the Union nor its officers, members, representatives, or agents will intimidate or coerce employees into joining or continuing their membership in the Union.
- 8.2. Neither the Union nor the Laboratories shall unlawfully discriminate against any employee based on the Equal Employment Opportunity and Affirmative Action Policy of Sandia Corporation.
- 8.3. The Laboratories will provide the Union with a copy of the Affirmative Action Plan summary and detail for Security Police Association represented positions.

- 8.4. Both the Union and the Laboratories shall treat all employees in accordance with the recognized Laboratories' Corporate Values and Corporate Ethics, as established at the sole discretion of management.

ARTICLE 9 – UNION BUSINESS ON LABORATORIES TIME

- 9.1. There shall be no solicitation of Union membership on premises occupied by the Laboratories during the assigned working schedule of the employees involved. No other type of Union business shall be conducted on the premises occupied by the Laboratories except:
- 9.1.1. Collective bargaining or conferring with Laboratories Representatives.
 - 9.1.2. Performance of Union duties in accordance with ARTICLE 6 (Treatment of Employees Performing Union Duties).
 - 9.1.3. The distribution of Union material such as (but not limited to) papers, leaflets, handbills, or literature.
- 9.2. The Laboratories will include the following among materials given to each new represented employee covered by this Agreement:
- 9.2.1. A written statement advising of the existence of a Collective Bargaining Agreement between the Laboratories and the Union which will apply to such employee.
 - 9.2.2. A copy of the Collective Bargaining Agreement.
 - 9.2.3. In addition, each new represented employee of the Laboratories will be introduced by the supervisor to a Union Executive Board Officer. The Union Executive Board Officer will be afforded an opportunity to meet briefly with the new represented employee(s) of the bargaining unit privately for the purpose of explaining the Union's function as the bargaining representative for bargaining unit employees.
- 9.3. The Laboratories will pay for one hundred and fifty (150) paper copies of the Collective Bargaining Agreement and provide them to the Union for distribution. The Union will pay for any additional copies required by the Union.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.1. For the purpose of this Agreement, the term "Grievance" means any dispute between the Laboratories and the Union, or between the Laboratories and any employee concerning the effect, interpretation, application, claim of breach or violation of this Agreement, or any other dispute that may arise between the parties. Also the term "Grievance Committee" refers to the five Executive Board positions of the Union titled President, Vice President, Business Agent, Secretary/Treasurer, Recording Secretary and Union

Stewards. To provide for the expeditious and mutually satisfactory settlement of questions arising with respect to wages, hours of work, and all other conditions of employment, the procedures hereinafter set forth shall be followed.

- 10.2. 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 as outlined below and settlement may be effected at any one of the steps indicated. Grievances involving matters general in character and affecting substantially all of the bargaining unit may be initiated at Step 3 below. Unless otherwise stated, all grievances must be presented within ten (10) working days **from the time that the Union Executive Board becomes aware or should have reasonably known of the grievance issue. Time limits may be extended upon mutual agreement.**
- 10.3. STEP 1 - This Step is an oral and informal procedure that involves a thorough investigation and discussion between the Team Supervisor (Lieutenant) involved and a Grievance Committee member and/or steward. The discussion shall be held within **ten (10)** working days from the time of oral presentation of the grievance. The Team Supervisor (Lieutenant) shall have **ten (10)** working days from the time of the conclusion of the Step 1 discussion to render the decision orally to the Union Representative. Should the discussion fail to bring about a satisfactory settlement, the matter may be referred in writing to Step 2 within ten (10) working days; otherwise, the grievance shall be barred from further processing. All written grievances shall be presented on an Official Union Grievance Form.
- 10.4. STEP 2 - Grievances referred to Step 2 shall be presented in writing by a Grievance Committee member to the Department Manager involved within ten (10) working days from the time of the oral reply at Step 1. Discussions at this Step shall be arranged within **ten (10)** working days from the time of presentation of the grievance and shall include a maximum of three (3) Grievance Committee members. The aggrieved employee may also attend along with management representatives involved at Step 1 for the Laboratories. The Department Manager shall have ten (10) working days from the conclusion of the Step 2 discussions in which to render the decision in writing to the Union's President, Vice-President or Business Agent. Should the decision fail to bring about a satisfactory settlement, the matter may be referred to Step 3 within ten (10) working days; otherwise, the grievance shall be barred from further processing.
- 10.5. STEP 3 - Grievances referred to Step 3 shall be submitted in writing by a Grievance Committee member to the Employee and Labor Relations Organization within ten (10) working days from the time of unsatisfactory settlement at Step 2. The Step 3 discussions shall **normally** be arranged within **ten (10)** working days from the time of presentation of the grievance. In such event, the discussion shall include a maximum of four (4) Grievance Committee members along with the aggrieved employee and one (1) International Union Representative **or other visitor with prior notice to the manager of Employee & Labor Relations.** Discussions at this Step may include each of the Management representatives involved in the foregoing steps and one additional member of Management exclusive of Employee and Labor Relations. The Employee and Labor Relations Organization shall have fifteen (15) working days in which to render a decision in writing to the Union's President, Vice-President, or Business Agent.

- 10.6. STEP 4 - Should the decision fail to bring 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. Within sixty (60) days from receipt of the Laboratories' Step 3 decision, the Union may refer the matter to arbitration (ARTICLE 11). In the event that the grievance is referred for mediation, the parties shall mutually agree on the selection of the mediator. If the parties are unable to mutually agree on a mediator, a mediator will be selected from a panel provided by the FMCS. The costs of the mediation shall be shared equally by the parties. If the mediation fails to resolve the grievance, the Union may then refer the grievance to arbitration by notifying the Company within ten (10) **working** days from the **conclusion** of the mediation.
- 10.7. All time limits specified as "working days" in Paragraph 10.3, 10.4 and 10.5 above are exclusive of Saturdays, Sundays, and holidays. Extensions may be mutually agreed upon to take care of unusual cases.
- 10.7.1. In the event the Union fails to present a grievance within any of the applicable time limits prescribed in Paragraphs 10.3, 10.4, 10.5, and 10.6 above, the grievance shall be settled without prejudice to the Union's right to present other grievances thereafter even though they involve the same issues.
- 10.7.2. In the event the Laboratories fails to reply within any of the applicable time limits prescribed in Paragraphs 10.3, 10.4, 10.5 and 10.6 above and fails to request an extension of such time limit, the Union may present the grievance at the next step.
- 10.8. One aggrieved employee may participate in the discussion at any step of the grievance procedure prescribed above 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 employees' presence shall designate one (1) employee to appear for all.
- 10.9. Pay for time spent by employees in attending grievance discussions at the request of the Union in accordance with Paragraphs 10.3, 10.4, 10.5, 10.6, and 10.8 above shall be subject to Paragraph 6.2 of ARTICLE 6 (Treatment of Employees Performing Union Duties).

ARTICLE 11 – ARBITRATION

- 11.1. 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 not later than sixty (60) days following receipt of the Step 3 grievance reply or within ten (10) **working** days following an unsuccessful mediation by written demand to the Laboratories.

- 11.1.1. 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 (EEO) Commission, the New Mexico State Human Rights Division, the U.S. Department of Labor's Office of Federal Contract Compliance Programs, and other entities which deal with EEO matters.
- 11.2. After a demand for arbitration has been delivered to the Laboratories, the Union shall request that the Federal Mediation and Conciliation Service or the American Arbitration Association submit a list of seven (7) Arbitrators from which the parties may jointly make a selection. Either party may within fifteen (15) working days from receipt of the first list, reject the list and request that a second list be furnished to the parties. If the first list is rejected, the arbitrator shall be selected off the second list. The selection of an arbitrator shall be by the parties alternately striking from the list. 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.
- 11.3. Each referral to arbitration may embrace one (1) such matter or similar matter in dispute, unless otherwise stipulated by agreement between the Union and the Laboratories.
- 11.4. The authority of the Arbitrator shall be limited to (a) the consideration of a dispute which under the terms of this Agreement is subject to arbitration and which has been submitted in accordance with the procedure herein set forth and (b) the determination of such dispute by the interpretation of the provisions of this Agreement and the application of such provisions thereto. The Arbitrator shall have no authority to add to, subtract from, or in any way modify the provisions of this Agreement.
- 11.5. The dispute shall be heard before an arbitrator no later than twelve (12) months after an arbitrator has been approved by both parties. The decision of the Arbitrator shall be within the authority herein granted and according to law, shall be in writing and shall include the reasons for each finding and conclusion, and shall be rendered within thirty (30) calendar days following the date of the last hearing conducted by the Arbitrator unless an extension is agreed upon by both parties.
- 11.6. The decision of the Arbitrator made in compliance with the foregoing shall be final and the parties hereto agree to abide by such decision.

- 11.7. Each party shall pay its own expenses incurred in the arbitration, including payment for time and expenses of its witnesses. All other direct expenses, including fees and expenses of the Arbitrator, shall be borne equally by the Union and the Laboratories. If one party desires a transcript, that party shall bear the cost of the transcript and provide one to the arbitrator. If both parties desire a transcript, the cost of the transcript shall be borne equally by the Union and the Laboratories.

ARTICLE 12 – WORK SCHEDULES AND TIMEKEEPING

- 12.1. 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 (grave-yard shift, day shift, and swing shift).
- 12.2. The Laboratories shall have the right to make changes in the starting and stopping times of STANDARD DAILY WORK SCHEDULES, and to vary from the STANDARD WEEKLY WORK SCHEDULES **at the beginning of the bid**. However, the STANDARD DAILY and WEEKLY WORK SCHEDULES shall not be reduced below **an eighty (80) hour bi-weekly** schedule without negotiating with the Union.
- 12.3. The Laboratories shall notify the Union in writing of any changes or variations at least thirty (30) calendar days in advance of the effective date of the **beginning of the bid**, 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 the event of such negotiations, the change, or variation proposed by the Laboratories may be placed in effect **at the beginning of the bid**. Proposed changes involving reduction in the STANDARD DAILY or WEEKLY WORK SCHEDULES below eight (8) and forty (40) hours respectively, are governed by the provisions of Paragraph 12.2.
- 12.4. 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.
- 12.5. There shall be no change in the agreed upon procedures for bidding for shift **and bracket** assignments without negotiating with the Union. However, in applying the agreed upon shift **and bracket** assignments, the President then the Vice President and then the Business Agent of the Union shall have first preference over all other employees in the bargaining unit **except for when this provision would cause an unarmed member to be displaced due to not being able to acquire (win) an unarmed position on the bid**.
- 12.6. **The Laboratories will provide the Security Police Association one year notice prior to implementing a change to an 8 hour work schedule.**

The Security Police Association and the Laboratories agree to continue the current work schedule based on twelve (12) hour shifts. It is understood and agreed that the design intent is to cover all posts and patrols for the entire security operation along with all natural occurring openings (for example vacations, sicknesses, leaves of absence, military duty, etc.) with twelve (12) hour shift personnel. Nothing herein shall affect the filling of openings through the overtime scheduling provisions of ARTICLE 12 (Work Schedules and Timekeeping).

The schedules described above will be periodically reviewed as necessary against the design intent described above and the needs of the business to determine if adjustments are required. During these reviews, the parties will consider all alternative schedules, including, but, not limited to alternative twelve (12) hour schedules. During this process, the Laboratories and the Union shall furnish each other with any and all requested information relating to scheduling. In the event the parties are unable to reach an agreement on a new schedule, the Laboratories may implement the new schedule provided it starts on the beginning of a bid cycle and complies with the requirements of Paragraph 12.2.

Both the Union and the Laboratories agree to work in good faith and as equal partners in an effort to make this schedule successful. In this commitment to success, both parties agree as partners to consider each other's ideas and suggestions and work towards resolving unanticipated scheduling problems and issues.

All time spent by Union officials working on schedules under this agreement shall not count against the Union's aggregate time period under ARTICLE 6. Every effort will be made to schedule all eight (8) hour shifts off on the calendar Saturday, Sunday and Holiday.

12.7. Scheduling and Timekeeping Practices

12.7.1. For scheduling of overtime, officers will have to refer to the Overtime Procedure Document.

12.7.2. General Considerations

12.7.2.1. An employee who is scheduled to work on a holiday and cancels due to sickness or accident will submit an acceptable Physician's Certificate to Health Benefits and Employee Services Organization within fourteen (14) calendar days. Failure to do so will result in an unexcused absence and three (3) days off without pay.

12.7.2.2. Except in a declared emergency, Protective Force personnel will not work more than sixteen (16) hours in a twenty-four (24) hours period. Muster time will not count against the 16 hour rule.

12.7.3. Vacation Considerations

12.7.3.1. Vacation schedules shall be established on the basis of BARGAINING UNIT SENIORITY to coincide with the bids.

- 12.7.3.2. The number of employees permitted to schedule vacation at one time shall not normally exceed 10% of the total number of employees assigned to the shift in the field and 10% of the total number of employees assigned to a specialty position unless more than one (1) shift exists in the specialty position whereupon the combination of the shifts covers a twenty-four (24) hour period. When this circumstance exists, the 10% shall be calculated on the number of employees assigned to each shift in the specialty position. If the number of personnel assigned to a shift is less than 10, then one employee shall be allowed off under the 10% provision. If 10 or more personnel are assigned to a shift, the following process shall be used. The total number of personnel assigned to the shift shall be multiplied by 10%. If the resulting number is a whole number and a decimal value of 4 or lower, then the whole number shall be the number allowed off under the 10% provision. If the resulting number is a whole number and a decimal value of 5 or more, then the whole number shall be rounded up to the next whole number value. Examples are 2.4 equals 2 and 2.5 equals 3.
- 12.7.3.3. The ten percent rule may be exceeded if the needs of the business can be accommodated. Examples of accommodation include utilizing personnel on shift who aren't assigned to a mandatory post or patrol. Overtime will not be used to cover any vacation above the 10% rule, unless approved by a Captain or above.
- 12.7.3.4. An employee must cancel his/her vacation no less than twenty-four (24) hours before the start of the shift during which the vacation occurs.
- 12.7.3.5. Requests for vacation received less than seventy-two (72) hours in advance will be considered on a case-by-case basis in accordance with the following:
- 12.7.3.5.1. If granting the vacation will be equal to or less than the 10% provision for scheduling vacation and there are volunteers available or extras on shift, the vacation shall be approved.
- 12.7.3.5.2. If granting the vacation will be equal to or less than the 10% provision for scheduling vacation and there are no volunteers or extras on shift, a Captain will have to approve it.
- 12.7.3.6. Employees moved to another shift by supervisory action are permitted to take their scheduled vacation with them. A voluntary move to another shift by an employee will result in loss of scheduled vacation; however efforts to accommodate the originally scheduled vacations will be made by supervision/management.

- 12.7.3.7. Personnel who have a full day of vacation scheduled, that is attached to before or after their scheduled days off will only be scheduled to fill a day off opening by an emergency draft.
- 12.7.3.8. Personnel who have less than a full day of vacation scheduled before or after their days off may still be drafted on their scheduled days off to fill openings.
- 12.7.3.9. Once (1) during each year an officer may in conjunction with their approved vacation days, select a twelve (12) calendar day period in which they cannot be drafted. No more than one (1) officer from each vacation pool may exercise this option, at any given time. These requests will only be accepted in conjunction with the beginning of each bid period and with the initial vacation request.
- 12.7.3.10. On a Sandia observed Holiday, we will allow only 10% of each assigned shift or specialty position to have vacation on these holidays. This applies on an hour to hour basis.

12.7.4. Additional Vacation Allowance

- 12.7.4.1. One Officer per shift may schedule vacation in increments of four hours or less that will not be counted against the 10% rule as described in **ARTICLE 12, 12.7.3.2. and 12.7.3.3.** The position shall, if necessary, be covered by a hold-over or an in-early as long as they are four (4) hours or less in duration. The vacation request can be only at the beginning of the shift and/or at the end of the shift. These vacancies may also be covered by day-off volunteers, but drafting in increments of four (4) hours or less on an officer's day off shall be avoided unless absolutely necessary. **SCC** operations that have C/D and E/F brackets will only be allowed the additional vacation under the 10% rule that allows time off at the beginning or end of the shift in increments of four (4) hours or less. The above described arrangements will pertain only to positions that have two brackets, specifically referring to C/D and E/F flight schedule.

12.7.5. Schedule of Training

- 12.7.5.1. Training dates will be put out to the officers as early as possible, but in most cases no later than 28 days in advance of the training dates. Protective Force Officers will be allowed 10 days to volunteer for training before they are assigned by Protective Force Management. Management and the Union agree that at times some training may have to be scheduled that may not meet the above time lines. Protective Force Management will try to minimize these situations. The Annual Training Plan (ATP) is available to all PF employees and it shows the months that training will occur.

- 12.7.5.2. Officers will be allowed to volunteer to attend training on the training dates given out by Protective Force Management. Officers must volunteer for these dates by the deadline stated on each training block letter. Failure to do so will result in appropriate discipline.
- 12.7.5.3. When an officer fails to report for scheduled training it will be considered an Unauthorized Absence, and disciplined accordingly.
- 12.7.5.4. Officer training and firearms qualifications will be scheduled as to allow officer participation and limit the use of vacation or time off without pay to account for the required numbers of hours to complete a timecard.
- 12.7.5.5. When Officers are forced to train on a schedule that affects their regular schedule workday, under no circumstances will an Officer be required to make up any lost time from their regular schedule, nor will they be subject to any loss of compensation when the training schedule makes it impossible to complete in its entirety a regularly scheduled work day.
- 12.7.5.6. A schedule of dates will give employees the ability to schedule training so that there is no effect on regular day schedules. In the event Supervisors are forced to schedule Officer training due to Officer negligence or training scheduled by the Officers affect their regular schedules, they will use vacation or time off without pay to account for the required number of hours to complete a timecard.

ARTICLE 13 – OVERTIME

13.1. General

- 13.1.1. 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. The Laboratories, in scheduling overtime work, will distribute it in accordance with the provisions of **Article 30 (Movement of Personnel)** among qualified employees normally engaged in the work involved. An employee individually scheduled for overtime shall work such overtime except when it is unreasonable to require the employee to do so.
- 13.1.2. For the purpose of overtime computation, any and all time paid by the Laboratories will be considered as "time worked." Time not paid by the Laboratories will not be considered as "time worked" for the purpose of overtime computation.

13.2. Overtime Computation - Employees On Monday through Friday eight (8) hour STANDARD WEEKLY WORK SCHEDULE

13.2.1. Pay at TIME AND ONE-HALF shall apply to authorized time worked except when the provisions of Paragraphs 13.2.2 and 13.2.3 apply:

- In excess of eight (8) hours in twenty-four (24) consecutive hours and without duplication.
- On calendar Saturday.

13.2.2. Pay at DOUBLE TIME shall apply to authorized time worked on calendar Sunday only if the employee has worked an entire 8 hour shift on Saturday.

13.2.3. Pay on Holidays and Energy Conservation Day is addressed in ARTICLE 20 (Holidays and Energy Conservation Day).

13.3. Overtime Computation - Employees on other than Monday through Friday eight (8) hour STANDARD WEEKLY WORK SCHEDULE

13.3.1. Pay at TIME AND ONE-HALF shall apply to authorized time worked except when the provisions of Paragraphs 13.3.2 and 13.3.3 apply:

- In excess of eight (8) hours in twenty-four (24) consecutive hours and without duplication
- On the employee's DAY IN LIEU OF SATURDAY.

13.3.2. Pay at DOUBLE TIME shall apply to authorized time worked on the employee's DAY IN LIEU OF SUNDAY only when employee has worked an entire eight (8) hour shift on their day in lieu of Saturday.

13.3.3. Pay on Holidays and Energy Conservation Day is addressed in ARTICLE 20 (Holidays and Energy Conservation Day).

13.4. Overtime Computation for officers working 10 or 12 hours shifts. An employee will receive TIME AND ONE HALF for all hours worked on an employee's first (1), second (2), third (3) and fourth (4) worked day(s) off, in their string of days off, except as provided below:

An employee will receive double time pay on their second (2) and fourth (4) day(s) off worked, provided the employee worked a minimum of 8 hours on a field/shift assignment the previous worked day off. Pay on Holidays and Energy Conservation Day is addressed in ARTICLE 20 (Holidays and Energy Conservation Day).

13.5 Legal and Contractual Effect of Foregoing Overtime Compensation

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

13.6 Banking Provision

When an employee works an entire double time shift assignment they shall have the option to bank six (6) or four (4) hours of pay into their vacation bank and get paid time and a half with the following provisions.

The employee shall choose to bank his/her six (6) hours from working the entire twelve (12) hour shift or four (4) hours from working the entire eight (8) hour shift in the vacation plan. If the employee does not elect to bank the hours the employee will be paid twelve (12) hours from working the entire twelve (12) hour shift or eight (8) hours from working the entire eight (8) hour shift of DOUBLE TIME.

He/she must have requested to work the assignment on their Overtime Request Form.

Drafted and emergency drafted individuals shall not be eligible for this provision.

The banked hours shall be in addition to existing vacation balance but limited by ARTICLE 19 (Vacations).

13.7. Refusal of Drafts and Emergency Drafts

13.7.1. **REFUSAL OF AN OVERTIME ASSIGNMENT**

It is recognized by both Labor and Management and mutually agreed upon that the assignment of overtime to meet post/patrol manning, training, and vacation requirements may be necessary. Management, striving to improve the quality of life for the Officers, also realizes that there are functions which are of great importance to the Security Police Officer, and have provided the means to refuse an overtime assignment without incurring any type of disciplinary action, unless it is deemed an emergency situation. The guidelines for the assignment of overtime are as follows:

Security Police Officers are allowed eight (8) overtime refusals without any "excuse." A refusal, regardless of whether another officer volunteers for the assignment at a later time, remains a refusal.

After using the above refusals, the following guidelines will be followed:

First Refusal	Written Reprimand
Second Refusal	1 Day Suspension
Third Refusal	3 Days Suspension
Fourth Refusal	5 Days Suspension
Fifth Refusal	10 Days Suspension and Probation
Sixth Refusal	Termination

There will be a twelve (12) month rotating calendar from first occurrence before the refusals are removed.

13.7.2. **REFUSAL OF AN EMERGENCY DRAFT**

Due to the minimum manning requirements, any and all employees are subject to the emergency draft. With the refusal of an emergency draft, the following guidelines will be imposed:

First Offense	3 Days Suspension
Second Offense	5 Days Suspension
Third Offense	10 Days Suspension
Fourth Offense	Termination

Any of the above actions will remain in the individual's folder for a twelve (12) month time frame, commencing with the occurrence of the first violation.

ARTICLE 14 – WAGES

14.1. Rate Schedules

- 14.1.1. Effective December 1, 2009, all Officers on-roll will be grandfathered into the rate schedules listed below. Any Officer hired on or after July 1, 2010, that is in the SCC Operator job classification will be paid at the SCC Operator (A) rate of pay which will be equivalent to the SPO I rate of pay.

12/1/2014	Weekly Start Rate	Weekly Job Rate
Security Officer	\$678.66	\$774.14
Security Police Officer I	\$944.40	\$1,039.87
SCC Operator	\$1,040.97	\$1,136.44
SCC Operator (A)	\$944.40	\$1,039.87

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

11/27/2015	Weekly Start Rate	Weekly Job Rate
Security Officer	\$688.84	\$785.75
Security Police Officer I	\$958.57	\$1,055.47
SCC Operator	\$1,056.59	\$1,153.49
SCC Operator (A)	\$958.57	\$1,055.47

All active regular employees as of November 27, 2015, shall receive a Lump Sum cash payment in lieu of a wage increase equivalent to two percent (2%) payable no later than the second full pay period following November 27, 2015. Calculation of the payment for Full Time employees will be based on the employee's base wage hourly rate x 2080 hours x 2%, subject to taxes.

11/25/2016	Weekly Start Rate	Weekly Job Rate
Security Officer	\$702.62	\$801.47
Security Police Officer I	\$977.74	\$1,076.58
SCC Operator	\$1,077.72	\$1,176.56
SCC Operator (A)	\$977.74	\$1,076.58

11/24/2017	Weekly Start Rate	Weekly Job Rate
Security Officer	\$711.40	\$811.49
Security Police Officer I	\$989.96	\$1,090.04
SCC Operator	\$1,091.19	\$1,191.27
SCC Operator (A)	\$989.96	\$1,090.04

All active regular employees as of November 24, 2017, shall receive a Lump Sum cash payment in lieu of a wage increase equivalent to two and a half percent (2.5%) payable no later than the second full pay period following November 24, 2017. Calculation of the payment for Full Time employees will be based on the employee's base wage hourly rate x 2080 hours x 2.5% subject to taxes.

11/30/2018	Weekly Start Rate	Weekly Job Rate
Security Officer	\$725.63	\$827.72
Security Police Officer I	\$1,009.76	\$1,111.84
SCC Operator	\$1,113.01	\$1,215.10
SCC Operator (A)	\$1,009.76	\$1,111.84

Effective December 1, **2014**, each employee on the active payroll as of that date shall receive a ratification bonus of **\$2000** if the contract is ratified by **3pm on Wednesday, November 26, 2014**; no ratification bonus will be granted if the contract is not ratified by this date. The ratification bonus payment shall be made **within thirty (30) days of December 1, 2014**, and shall be subject to federal, state, local, and social security taxes, and Savings Plan allotment at the time of payment.

14.2. Progression Increases

14.2.1. During the term of this Agreement, each employee whose BASE RATE is below the job rate shall be increased by \$16.00 per week effective on the second Friday in April and on the second Friday in October provided such employee has been assigned to a bargaining unit occupation at least eight (8) weeks since the last previous scheduled progression increase date and further provided that an employee's resulting BASE RATE shall not exceed the job rate.

14.2.2. If, in judgment of the Laboratories, an employee is not entitled to an increase under the provisions of Paragraph 14.2.1 due to his/her Performance on the job, or his/her conduct, including excessive unexcused absenteeism or tardiness, the Laboratories may withhold such increase.

14.3. General

14.3.1. An employee on the regular roll but absent (other than paid vacation absence) on the effective date of an increase provided for in Paragraph 14.2 of this ARTICLE, shall, if otherwise eligible, receive the increase only on and after his/her return to active duty.

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

14.3.3. The Laboratories will continue to issue new job descriptions for new or changed tours of duty.

14.3.4. The Laboratories shall furnish the Union with a copy of all new or changed job descriptions not later than the date they become effective.

14.4. Wage Data to be Furnished to the Union

14.4.1. Sixty (60) days prior to contract expiration, or 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
- Effective Service Date
- Organization
- Occupational Code Number
- BASE RATE

14.5. Personal Rating (P-Rate)

14.5.1. When an employee, **hired prior to December 1, 2009**, is forced to move from a specific position to a lower paid position as a result of management decreasing the number of available slots at the time of the bid, the employee will be P-Rated at the same rate of pay he or she was making prior to the bid, but placed on the lower paid job classification. For example, if a SCC Operator is moved to SPO I as a result of a reduction in the number of SCC Operator slots available in the bid, the employee will be P-Rated at his/her SCC Operator rate but classified as a SPO I.

14.5.2. When an employee cannot meet weapons or physical fitness qualifications due to a medically certified permanent restriction and **was hired prior to December 1, 2009**, the employee will be P-Rated at the same rate of pay he or she was making prior to the bid but placed on the lower job classification they are qualified for. In the event an employee is temporarily medically restricted, they will be P-Rated until final disposition of their condition regardless of their years of service.

14.6. All employees represented by the Security Police Association shall receive all expense reimbursements and payments of wages only in the form of direct deposit.

ARTICLE 15 – PAYMENT OF WAGES

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

- 15.2. The Payroll Services Department, upon request from the employee, will issue **payment, via direct deposit**, within four (4) Payroll working days for an employee who fails to submit a timely or accurate timecard when the amount of the underpayment is \$300.00 or more, **except in instances where the cause of the underpayment is due to bonuses not being entered on the timecard**. The Payroll Department Manager will be notified of all requests.
- 15.3. **Supervisors will notify employees by email of any changes to their timecard.**

ARTICLE 16 – CALLED-IN EMERGENCY

- 16.1. When an employee is called during off time to report for an emergency assignment outside their STANDARD DAILY or WEEKLY WORK SCHEDULE, it shall be considered a called-in emergency if the Officer was given two (2) hours or less notice to report.
- 16.2. For pay purposes, when an Officer has been contacted for a “called-in emergency” their pay will start when they receive the call and they accept the assignment. If they don’t accept the assignment it will be treated as a refusal of an emergency draft. If the Officer accepts the assignment they will receive a maximum of 2 hours pay at the applicable rate to report for duty. Once the Officer arrives they will be paid for actual hours worked at the applicable rate.

ARTICLE 17 – MINIMUM PAY ALLOWANCE

- 17.1. An employee who reports at a designated starting time for scheduled overtime work not involving a called-in emergency and who has not been given at least four (4) hours advance notice not to report for work shall receive four (4) hours of pay at the straight time rate. It shall be the responsibility of the company to decide whether to provide work and if so, they will be paid at the applicable rate. An employee shall not be required to perform any work that is not normally performed by any SPA union member.
- 17.2. The minimum payment provisions of Paragraph 17.1 above shall not apply in cases where an employee is sent home for disciplinary reasons.
- 17.3. When an employee is required to report for a work related appointment outside their standard daily work schedule, they will be paid a minimum of four (4) hours at straight time or at the applicable rate for time worked, whichever is greater. All work-related appointments will be coordinated with management and scheduled in conjunction with normal work schedule. Any appointment that requires a special trip outside the normal work schedule must be approved by management. When the work related appointment is before a shift that the employee is scheduled to work, he/she shall be paid at the applicable rate from the beginning of the appointment to the beginning of the muster. When the work related appointment is after the end of a shift that the employee has worked, he/she shall be paid at the applicable rate from the end of the shift until the end of the appointment.

ARTICLE 18 – PREMIUMS

18.1. Shift Premiums

- 18.1.1. Employees shall be paid appropriate shift premium for hours actually worked in accordance with the following table.

Shifts	Hours	Premium
Shift 1	1900 – 0700	1. 10
Shift 2	0700 – 1900	.00

Shifts	Hours	Premium
Shift 1	2300-0700	1.10
Shift 2	0700 – 1500	.00
Shift 3	1500-2300	.90

- 18.1.2. For paid absences, employees will be paid a shift premium in accordance with their normally scheduled DAILY and WEEKLY WORK SCHEDULE and the table in paragraph 18.1.1.

ARTICLE 19 – VACATIONS

19.1. Credits

- 19.1.1. Employees on roll on September 30, 1993 or rehired after 10/1/93 who were on roll as a regular employee prior to 10/1/93:

19.1.1.1. A regular employee who is on roll as of the sixteenth of the month shall be credited with an accrual of sixteen (16) hours of vacation for the current month, subject to Paragraph 19.1.3. A regular employee coming on roll after the sixteenth of the month will not accrue vacation for the current month.

- 19.1.2. Employee hired after September 30, 1993:

19.1.2.1. A regular employee on roll on the sixteenth of the month shall be credited with vacation accrual in accordance with the following schedule, subject to Paragraph 19.1.3:

VACATION CREDIT

<u>Years of Service</u>	<u>Accrual Rate</u>
Less than 10	10 hours per month
10 but less than 15	12 hours per month
15 but less than 20	14 hours per month
20 or more	16 hours per month

A regular employee not on-roll on the sixteenth of the month will not accrue vacation for the current month.

- 19.1.3. Regular full-time employees whose TERM OF EMPLOYMENT is 10 years or more are eligible for the entire fiscal year's accruals on October 1 of the fiscal year. Vacation accrual will be posted in accordance with the benefit's accrual policy and is subject to a maximum balance of two hundred forty (240) hours.

19.2. Borrowing Vacation

- 19.2.1. As defined below, employees may borrow vacation before it is posted to the leave balance information page on the Web.

- 19.2.1.1. Borrowed vacation is subject to payback at termination (including Leave of Absence, LAYOFF, etc.) if it has not yet been offset with accrued vacation.

- 19.2.2. Borrowing vacation must be consistent with the needs of the business and subject to the approval of management.

- 19.2.2.1. Employees may borrow up to forty (40) hours at any point in time.

- 19.2.2.2. Vacation requests that, if approved and taken, would leave the requestor with a positive balance (0 or greater) will be approved in accordance with established policy and subject to seniority, etc.

- 19.2.2.3. Vacation requests that, if approved and taken, would leave the requestor with less than zero but greater than negative forty (0-40), require Shift Captain approval.

19.3. Scheduling Vacations

- 19.3.1. Vacations shall be scheduled in accordance with the employee's wishes to the extent consistent with the needs of the business, per **ARTICLE 12 (Work Schedules and Timekeeping)**, and subject to the approval of management, giving due consideration to SENIORITY. Vacations may be taken in units of **fifteen (15) minutes**.

- 19.3.1.1. Each employee should take sufficient vacation so that the unused vacation balance does not exceed two hundred forty (240) hours minus his or her monthly accrual at any given time. When August's accrual is added to the system's balance, each employee should take sufficient vacation so that the unused vacation balance does not exceed two hundred forty (240) hours minus his or her monthly accrual AND minus his or her holiday balance.

- 19.3.1.2. 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 ensure that employees do not forfeit their vacation accruals, the Vacation Usage Deadlines schedule on the Web must be adhered to.
- 19.3.1.3. Any request for vacation of more than three (3) consecutive weeks (STANDARD WEEKLY WORK SCHEDULES) must be scheduled at the time of the bid.
- 19.3.2. When an employee's vacation (other than terminal) includes a paid-for holiday, holiday time is charged for the paid-for holiday.
- 19.3.3. When an employee is disabled due to personal sickness or injury at the time vacation is scheduled to begin, the vacation shall be postponed and rescheduled to the extent possible in the current FISCAL YEAR. When an employee becomes disabled due to personal sickness or injury while on a scheduled vacation and the disability lasts three (3) days or more within the employee's STANDARD WORK SCHEDULE on a timecard week, the vacation will be terminated. The remaining vacation time will be paid in accordance with the provisions of ARTICLE 22 (Payment under the Sickness Absence Plan).
 - 19.3.3.1. Rescheduling shall be subject to the employee's having furnished a physician's certificate 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. An employee shall request that their medical provider furnish an acceptable physician's certificate to the Laboratories' Health Benefits and Employee Services Organization within fourteen (14) calendar days of the beginning of an illness or injury and shall make their best effort to assure compliance with this requirement. The failure to provide a physician's certificate may lead to the denial of benefits as provided under the express terms of the Sickness Absence Plan.
 - 19.3.3.2. Vacation rescheduled as provided therein shall be taken after the employee has been approved to return to full-time duty by a Laboratories Health Benefits and Employee Services Organization physician, except that in special circumstances and upon request of the employee, the Laboratories, through the Health Benefits and Employee Services Organization, may permit the employee to take such rescheduled vacation after recovery from the personal sickness or injury but before returning to full-time duty.

19.3.4. 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 his/her supervisor, reschedule the remaining portion of such scheduled vacation and be granted absence in accordance with Paragraph 21.5 of ARTICLE 21 (Pay Treatment for Absences).

19.3.5. Employees may use vacation, convertible vacation, or purchased vacation in conjunction with the Sickness Absence Plan (SAP) after SAP benefits are exhausted.

Employees charging vacation in lieu of SAP have the same responsibilities as employees charging SAP project/task numbers.

19.3.6. Vacation may be used in lieu of sick leave, but sick leave may not be used in lieu of vacation.

19.4. Computation of Vacation Pay

Vacation pay (other than terminal) shall be computed at the employee's STRAIGHT TIME rate for the number of hours on the employee's STANDARD DAILY WORK SCHEDULE for each vacation day. If the employee is on a DAILY WORK SCHEDULE in excess of eight (8) hours, the employee may elect to charge up to fourteen (14) hours of vacation on the timecard per day. For example, an employee on a twelve (12) hour shift may elect to take fourteen (14) hours of accrued vacation to compensate for the four (4) overtime hours.

19.5. Vacation Donation Plan

19.5.1. The Vacation Donation Plan (VDP) is an employee-paid plan and is optional. This Plan allows employees with unused vacation to donate all or a portion of that time to another employee who has an emergency, subject to Paragraph 19.5.1.2, requiring that employee to be away from work and otherwise not be paid.

19.5.1.1. Eligibility

19.5.1.1.1. All regular full-time SPA represented employees with at least six months of service are eligible to participate (either as a recipient or a donor).

19.5.1.2. Qualifying Emergency

19.5.1.2.1. Medical emergencies of an eligible employee or their immediate family member.

19.5.1.2.2. The post-funeral matters related to the death of a family member not paid for under this labor agreement.

19.5.1.2.3. 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 18 years old.

19.5.1.2.4. Called to active military service.

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

- Military Training (only if the qualifying emergency is the employee being called to active military service),
- Employees with less than ten (10) years must exhaust current balance. Employees with more than ten (10) years must exhaust FY Projected available balance,
- Convertible vacation,
- Purchased vacation, and
- Paid Time Off (PTO) balance.

19.5.1.4. 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 500 hours per tour of duty.) There will be no exceptions to the 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 for qualifying emergencies per Paragraph 19.5.1.2 and may not be received or used after the medical emergency ends or after the post-funeral matters have been handled.

- 19.5.1.5. Vacation can be donated only to Sandia Corporation employees as described above. An employee may donate up to forty (40) hours vacation (in four (4) hour increments) to any one vacation donation recipient. Vacation will be taken from the vacation donor's account as it is used by the recipient. Vacation cannot be donated to anyone in the employee's direct line of management. A Vacation Donation Pool (vacation hours available for Vacation Donation Applicant) may be available based on banked excess hours. The employee's manager may request that the Vacation Donation Applicant be allowed to use those hours.
- 19.5.1.6. The 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 the decision to approve or deny will be made by the Health Benefits and Employee Services Organization after all facts are considered and leave balances have been verified. The applicant's manager will be notified by the Health Benefits and Employee Services Organization of approval or denial and the reason. If approved, the 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 the applicant's permission). If approved and vacation hours are available in the Vacation Donation Pool, the employee's manager may request that the Vacation Donation Applicant be allowed to use this option.
- 19.5.1.7. 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.

19.6. Vacation Payment for Employees Upon Termination of Employment

- 19.6.1. Terminal vacation pay in lieu of unused accrued credits shall become payable to an employee upon termination of employment.
- 19.6.2. An employee with ten (10) years or more TERM OF EMPLOYMENT shall be granted as of the last day worked the vacation credits which would otherwise be accrued during the balance of the current FISCAL YEAR.

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

19.7. Vacation Buy Plan

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

19.7.2. A minimum of 8 hours up to a maximum of 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.

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

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

19.7.5. If an Excused Personal Absence (per Paragraph 25.1) 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 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.

19.7.6. 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.

19.7.7. Responsibilities:

- 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 20 – HOLIDAYS AND ENERGY CONSERVATION DAY

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

Memorial Day Labor Day Christmas Week
Independence Day Thanksgiving Day

For each job assignment/bracket where a holiday or Energy Conservation Day falls on an employee's regularly scheduled day off the Laboratories will designate the nearest scheduled workday prior to or immediately following the holiday or Energy Conservation Day as the recognized holiday or Energy Conservation Day.

20.2. For a holiday, or Energy Conservation Day, the employee will do one of the following:

- **If the employee works the designated holiday or Energy Conservation Day for their job assignment/bracket the employee may:**
 - **Charge eight (8) hours of holiday time at STRAIGHT TIME, and for hours worked charge eight (8) hours at TIME AND ONE HALF and charge hours worked over eight (8) at DOUBLE TIME AND ONE HALF.**
 - **Bank eight (8) hours of holiday time, and for hours worked charge 8 hours at TIME AND ONE HALF and charge hours worked over eight (8) at DOUBLE TIME AND ONE HALF.**
- **If the employee has been approved for vacation or time off on the designated holiday or Energy Conservation Day, the employee will charge eight (8) hours of holiday time at STRAIGHT TIME. If on a twelve (12) hour schedule, the employee may charge four (4) hours to either vacation or unpaid, excused absence.**
- **If the employee calls in sick on the designated holiday or Energy Conservation Day and has a valid physician's certificate per 20.5 below, the employee will charge eight (8) hours of holiday time at STRAIGHT TIME. If on a twelve (12) hour schedule, the employee may charge four (4) hours to the appropriate absence.**

20.3. The holiday or Energy Conservation Day period shall be the STANDARD DAILY WORK SCHEDULE, the majority of which falls on the day observed as the holiday or Energy Conservation Day.

- 20.4. When, due to the observance of a holiday or Energy Conservation Day 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, provided the employee receives pay from the Laboratories for all or part of either the scheduled working day preceding or the scheduled working day following the holiday or Energy Conservation Day, and any absence from scheduled work on either or both such days is excused by the Laboratories.
- 20.5. An employee who is scheduled to work on a holiday or Energy Conservation Day observed within the STANDARD WEEKLY WORK SCHEDULE but who is absent shall not be paid holiday or Energy Conservation Day allowance, except that subject to the provisions of Paragraph 20.4, holiday or Energy Conservation Day allowance shall be paid:
- Provided the absence from work on the **designated holiday or Energy Conservation Day** is due to sickness or accident sustained otherwise than in the course of employment, and such absence is substantiated by a physician's certificate acceptable to the Laboratories. An employee shall request that their medical provider furnish an acceptable physician's certificate to the Laboratories' Health Benefits and Employee Services Organization within fourteen (14) calendar days of the beginning of an illness or injury and shall make their best effort to assure compliance with this requirement. The failure to provide a physician's certificate may lead to the discontinuance of benefits as provided under the express terms of the Sickness Absence Plan.
 - 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.

ARTICLE 21 – PAY TREATMENT FOR ABSENCES

21.1. General

- 21.1.1. Before an employee is granted absence with pay under Paragraphs 21.2 through 21.5 below, the employee shall submit satisfactory evidence to substantiate the reason for such absence.
- 21.1.2. 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.

21.2. 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 the 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.

21.3. 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 the STANDARD WEEKLY WORK SCHEDULE may be excused for such absence, consistent with the needs of the business, and when so excused shall be paid for such absence the amount, if any, by which the employee's pay at STRAIGHT TIME exceeds the compensation received for such election board service.

21.4. Voting Time

An employee who is a registered voter shall 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 the STANDARD DAILY WORK SCHEDULE provided:

- It is impractical for the employee to vote outside the STANDARD DAILY WORK SCHEDULE, and
- 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.

21.5. Absence Due to Death in the Immediate Family

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

21.5.2. If travel of more than 250 miles is required to attend the funeral, the period of absence may be extended an additional calendar day.

21.5.3. If the deceased is the employee's spouse, son, daughter, mother or father, one (1) day of absence may be granted not more than thirty (30) days subsequent to the funeral to take care of matters relating to the death. This day shall not be in addition to the days granted in Paragraph 21.5.4.

- 21.5.4. Payment for such time lost within the employee's STANDARD DAILY and WEEKLY WORK SCHEDULES shall not exceed one (1) SCHEDULED WORK WEEK.
- 21.5.5. An employee's immediate family shall be considered to be the employee's spouse, children, parents, siblings, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, step-children, foster children, step-parents, foster parents, or 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.

21.6. Paid Time Off

- 21.6.1. Full time regular employees shall be credited with forty (40) hours of PTO each October 1 during the length of this agreement. Employees hired or returning from a leave of absence, during the fiscal year, shall be credited with pro-rated PTO hours.
- 21.6.2. PTO credits may be used to receive pay during the first twenty four (24) hours on twelve or ten hour shifts, of any personal sickness absences in any one timecard period. If PTO credits are exhausted, vacation in lieu of sickness, or time without pay in lieu of sickness should be used for the first twenty four (24) continuous hours of any personal sickness absence. The SAP plan per Article 22 (Payment Under The Sickness Absence Plan) starts on the twenty fifth (25th) hour of any personal sickness absence in any one timecard period. SAP will continue to be charged as long as at least one hour of personal sickness absence is charged per timecard week. A subsequent sickness starts once there is one timecard week without any sickness absence charges. Under normal circumstances and with forty-eight (48) hour advance notice, management will attempt to accommodate absences for:
- doctor, dental and vision care appointments.
 - attending to legal matters, court attendance not otherwise paid for,
 - and attending the funeral of a friend
 - child's school activity,
 - ill family member's care

It is not intended that PTO be used as additional vacation.

- 21.6.3. The employee shall notify the employee's supervisor forty-eight (48) hours in advance of the start of the shift, except in emergency situations or for personal sickness absence, of an absence that is being taken as PTO. Wherever practicable, such notification will be to the shift supervision. During the balance of the absence, the employee will periodically report to the shift supervision.

- 21.6.4. PTO credits may be used in one (1) hour increments.
- 21.6.5. Payment shall be paid, not to exceed the employee's accrued PTO balance, for time lost on a shift within the STANDARD DAILY and WEEKLY WORK SCHEDULE at the employee's STRAIGHT TIME rate. When PTO is used to cover an employee's scheduled shift, it shall be paid at the employee's STRAIGHT TIME RATE.
- 21.6.6. PTO credits not used in the fiscal year in which accrued, may be carried into the following fiscal year but not to exceed one hundred twenty (120) hours when combined with the current fiscal year's accrual. Balances in excess of one hundred twenty (120) hours shall be paid to the employee no later than thirty (30) days following the end of the fiscal year at the employee's BASE RATE.
- 21.6.7. Upon termination, accrued credits will be paid at the employee's STRAIGHT TIME rate.
- 21.6.8. Upon the employee moving to a non-represented position, all accrued credits will be forfeited.
- 21.6.9. PTO bank hours will not be used for hospitalization and subsequent period of disability for time absent within the STANDARD DAILY and WEEKLY WORK SCHEDULE during the first twenty four (24) hours of absence in a timecard period. The employee must be admitted to the hospital for an outpatient surgical procedure or to the hospital as an inpatient. Visits to the emergency room, urgent care, office procedures, etc. will not be included (these events are charged to PTO). An employee shall request that their medical provider furnish an acceptable physician's certificate to the Health Benefits and Employee Services Organization within fourteen (14) calendar days of the beginning of an illness or injury and shall make their best effort to assure compliance with this requirement. The failure to provide a physician's certificate may lead to the denial of benefits.
- 21.6.10. PTO credits referred to in Paragraphs 21.6 through 21.6.8 as twenty four (24) hours and twenty five (25) hours refer to twelve (12) and ten (10) hour shifts.

21.7. Unpaid Excused Absences

It is recognized that absences beyond PTO and vacation time should be minimized to assure efficient operations. It is also recognized that certain absences, such as illness and injuries, and other circumstances beyond the employee's control, are legitimate and provide a basis for additional time off. Accordingly, the following provisions shall apply to excused unpaid absences:

21.7.1. Excused unpaid absences should normally be limited to circumstances such as the following:

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

* Any of the above circumstances covered under 21.6.2 will be considered excused, unpaid absences only if the employee has exhausted PTO credits.

21.7.2. Any excused absence which is one (1) hour or more up to the STANDARD DAILY WORK SCHEDULE may be charged to unpaid excused absence if the employee has not had more than twenty-four (24) hours of unpaid excused absence time charges in the current FISCAL YEAR and all vacation credits have been exhausted or previously scheduled. The twenty-four (24) hour limit for any one FISCAL YEAR may be exceeded with prior approval of the employee's Director.

Unpaid excused absences will not normally be granted for activities of a purely personal or social nature.

21.8. Community Service Time Off.

21.8.1. Employees are eligible for time off with pay to participate in Corporate Sponsored Community Service activities.

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

ARTICLE 22 – PAYMENT UNDER THE SICKNESS ABSENCE PLAN

22.1. General

Payment under this ARTICLE begins after the sickness absence under Article 21.6.2 (PTO) ends subject to the terms and conditions of the Sickness Absence Plan and the conditions below. Payment for time lost within the STANDARD DAILY and WEEKLY WORK SCHEDULE shall be based on the employee's TERM OF EMPLOYMENT.

22.1.1. The employee shall notify the employee's supervisor no later than the beginning of the work schedule, except in emergency situations, of an absence that is being taken. Wherever practicable, such notification will be to the shift supervision. During the balance of the absence, the employee will periodically report to the shift supervision.

22.1.2. An employee shall request that his/her medical provider furnish an acceptable physician's certificate to the Laboratories' Health Benefits and Employee Services Organization within fourteen (14) calendar days of the beginning of an illness or injury. The failure to provide a physician's certificate may lead to the denial of benefits as provided under the express terms of the Sickness Absence Plan.

22.1.3. No sickness absence payment shall be made for any such time for which holiday allowance or Energy Conservation Day allowance is paid.

22.1.4. Once an employee returns to work at his/her STANDARD WORK SCHEDULE and has one (1) complete timecard week without any sickness absence charge, any unrelated sickness absence is considered a new absence and begins a new twenty (24) hour limit.

22.2. Payment for Absence

22.2.1 An employee absent because of personal sickness for any period not covered under Article 21.6 (Paid Time Off) shall be paid 1040 hours at full pay pursuant to the Sickness Absence Plan provided the employee and the absence meet all eligibility conditions.

- During the first four (4) consecutive weeks of absence under this Plan, payment shall be at the STRAIGHT TIME RATE in effect on the first day of sickness absence.
- Beginning with the start of the fifth week of such absence, payment shall be based on the employee's BASE RATE in effect on the first day of sickness absence.

- In accordance with the Corporate Sickness Absence Plan, employees who receive approval for sickness absence benefits of more than five (5) consecutive workdays or seven (7) consecutive calendar days, will be placed on a standard work schedule of five (5) workdays per week at eight (8) hours per day for the purpose of counting the period of sickness absence benefits until the covered participant returns to his or her regular full-time schedule. If the employee is on restriction and their “actual hours worked” is less than 40 hours, their sickness absence benefits will make up that difference.
- Full pay shall be computed at one hundred percent (100%) of STRAIGHT TIME or BASE RATE, whichever is applicable.
- Vacation or Paid Time Off may only be charged at the start of SAP and at the end of SAP.

22.2.2. Eligibility to the Period of Payment specified in the Plan 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 time (sickness absence time provided for under this Article, or personal sickness absence time as provided for under Paragraph 21.6 (Paid Time Off) e.g. vacation in lieu of sick, PTO in lieu of sick, or time off without pay in lieu of sick). This period shall start with the day the employee returns to work full time following the personal sickness absence and 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, excluding vacation in lieu of sickness absence
- Absences per ARTICLE 21 (Pay Treatment for Absences), ARTICLE 22 (Payment Under the Sickness Absence Plan), per ARTICLE 23 (Occupational Disability Pay), and per ARTICLE 24 (Service with the Armed Forces)
- Temporary interruptions of service (see definitions of LAY OFF in ARTICLE 3 [Definition of Terms])
- Absence for any other reason except personal sickness absence which is under Article 21.6 (Paid Time Off).

22.2.3. In the event of an additional period or periods of personal sickness absence under the provisions of Paragraph 22.2.1 above before restoration of eligibility under Paragraph 22.2.2 above, an employee shall be paid the remaining unused portion of his/her Period of Payment.

ARTICLE 23 – OCCUPATIONAL DISABILITY PAY

- 23.1. The Laboratories shall provide worker's compensation coverage for job-incurred injury or job-incurred illness in accordance with the statutes of the state of New Mexico. 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 applicable 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 **two (2)** year period beginning with the first day of injury at the STRAIGHT TIME RATE. 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 22, 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 22 (Payment Under the Sickness Absence Plan).
- 23.2. The Laboratories' obligation to make disability payments under this ARTICLE shall be conditioned upon a determination by its **Third Party Administrator** as to the facts and duration of the employee's inability to work as 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 10 (Grievance Procedure). The matter may also be referred to arbitration in accordance with ARTICLE 11 (Arbitration).
- In the processing of the grievance, the employee shall have the right to present any relevant evidence, including the findings of a personal physician.

ARTICLE 24 – SERVICE WITH THE ARMED FORCES

24.1. General

- 24.1.1. Consistent with the needs of the business, 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.
- 24.1.2. Before absence is granted under this ARTICLE, an employee shall furnish official evidence that he/she has been ordered to duty and complete the Corporate Military Leave Request form. An employee who is requesting Unanticipated Leave and who does not have official orders, must note that on the Corporate Military Leave Request form and complete the Unanticipated Military Leave Documentation form.
- 24.1.3. Before absence is granted under this ARTICLE, “Official Orders” are to be presented to the scheduling supervisor at the beginning of each fiscal year or whenever orders are received by the employee. This is to include all requested time away from the Labs to fulfill the employee’s military obligation.
- 24.1.4. An employee, who must do his/her monthly military duty on their regular scheduled work days, will be allowed to swap those regularly scheduled work days with a regularly scheduled day off within the same regularly scheduled work week. The pay for these days will be at the normal daily rate. An Officer will be allowed to work another shift on these days in order to accomplish this. The employee must give the scheduling supervisor 30 days advance notice that they choose to exercise this option. If the employee does not give the scheduling supervisor 30 days advance notice, then the employee will have to charge their time away under 24.3.2. If the employee has used up their 88 hours allotted to them in each year, then they will have to swap their regular days as stated above. If an employee does not have their orders in that time frame, the swapping will be allowed once the employee receives their orders. If the employee does not wish to swap their days off, they will record “none” under the section titled “Dates of Requested Days to Swap.” If the employee would like to work a different shift, he/she will record that next to the swap days requested. The days off swap that the employee requests must occur within the same work week. Protective Force Management will try to accommodate days off swaps for unanticipated requests. This will only be allowed to happen if there is an opening on the shift. If there is an Overtime assigned employee already working, they will not be removed from the schedule to accommodate a day off swap for an unanticipated request that is received less than 8 days in advance. The more notice that the employee gives the Administrative Lieutenant; the greater chance management has of accommodating the employee. An employee will also have the option of taking A-500.
- 24.1.5. Employees who have had days off changed due to military duty shall be the last persons scheduled for voluntary overtime on their newly scheduled days off.

24.2. Local Emergency Service

24.2.1. 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.

24.2.2. An employee granted absence for such service will receive pay at his/her STRAIGHT TIME rate for such time lost from assigned Laboratories duties within the STANDARD DAILY WORK SCHEDULE not to exceed eighty-eight (88) hours in any one (1) FISCAL YEAR.

24.3. Annual and Intermittent Training

24.3.1. 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.

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

24.4. Extended Period 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 24.2 and 24.3 above, may be excused for such additional absence without pay, with the credit in SENIORITY for time absent.

24.5. Draft Registration

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

24.6. Active Duty

An employee of the Laboratories with military orders for service in any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act will receive pay for any vacation and paid time off balance due him/her at the time of his/her induction, and in addition, 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 release from active service. Employees on this type of leave must contact the Leave Coordinator in the Health Benefits and Employee Services Organization at least once a year to maintain current address and military status information.

ARTICLE 25 – LEAVES OF ABSENCE

25.1. Excused Personal Absence

25.1.1. 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.

25.2. Personal Leaves of Absence

25.2.1. 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 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.

25.2.2. 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
- With eligibility to continued coverage under and pursuant to the existing Group Term Life Insurance Plan.

- 25.2.3. An employee on such Leave of Absence may maintain his/her coverage under a medical plan, a dental plan, the Vision Care Plan, and the Voluntary Term Life Plan, provided the employee transmits to the Laboratories the premiums necessary to maintain coverage during the period of such Leave based upon the premium rates applicable at the effective date of such Leave. Such premiums shall be subject to subsequent adjustment.
 - 25.2.4. An employee on such Leave of Absence shall retain all coverage and rights under the **Retirement Income** Plan to the extent and in the amount to which eligible on the effective date of Leave.
 - 25.2.5. 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.
- 25.3. Consideration Following Expiration of Leave of Absence
- 25.3.1. 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 29 (Term of Employment and Seniority) and ARTICLE 30 (Movement of Personnel) and subject to compliance with security regulations and physical requirements of the Laboratories.
 - 25.3.1.1. 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.
 - 25.3.1.2. 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 Certification of Illness or Injury of such inability, as determined and approved by the Laboratories' Health Benefits and Employee Services Organization, then the employee shall be brought back on roll and allowed to utilize personal sickness benefits as stated within ARTICLE 22 (Payment Under the Sickness Absence Plan).
 - 25.3.2. 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.

25.4. Child Care Leave of Absence

An employee requesting Child Care Leave of Absence within the allowable 12-month period following delivery or placement must provide satisfactory evidence of direct association with the child in order to qualify for the Leave. "Direct association" means a natural, adoptive, or foster father or mother.

25.4.1. Maximum Periods of Leaves

This leave may be granted for a maximum period of twelve (12) months from the 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 22 (Payment Under the Sickness Absence Plan) of the General Agreement between the parties, which period was associated with childbirth. In the event that there is no previous period 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.

25.4.2. 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.

25.4.3. Service Credit and Bargaining Unit Seniority

Employees granted Child Care Leave of Absence shall receive credit in service and BARGAINING UNIT SENIORITY for the first thirty (30) days of Leave if they return to work. If the period of disability payments should fall within the first thirty (30) days of the Leave, only that period of the thirty (30) days prior to the beginning of the leave period shall be credited in addition to the actual period of leave. There shall be no double crediting of service or BARGAINING UNIT SENIORITY for the same period. Regardless of the number of leaves or extensions of leave(s) granted hereunder, credit in service and BARGAINING UNIT SENIORITY for only one thirty (30) day period will be granted during a twelve (12) month period.

25.4.4. Vacation and Paid Time Off

Employees will be given the option to take their vacation and Paid Time Off accruals for which eligible prior to the beginning of Leave.

25.4.5. Reinstatement

Employees granted such Leaves shall be entitled to guaranteed reinstatement to the same job or one of similar status and pay 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, as provided in this Paragraph, shall, however, be subject to the provisions of ARTICLE 29 (Term of Employment and Seniority) and ARTICLE 30 (Movement of Personnel) of the General Agreement between the parties and to compliance with security regulations of the Laboratories.

25.5. Family and Medical Leave Act (FMLA)

25.5.1. 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. 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.

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

ARTICLE 26 – PENSION AND GROUP LIFE INSURANCE PLANS

26.1. During the term of this Agreement, no change may be made without the consent of the Union in the Pension Security Plan or the Group Term Life and Accident Insurance Plans (except changes which may be made by the insurance carriers unilaterally under its respective provisions) which would reduce or diminish the benefits or privileges provided thereunder for employees in the bargaining unit.

26.2. Any claim that such benefits or privileges have been reduced or diminished may be processed initially at the Step 3 level under ARTICLE 10 (Grievance Procedure) and, if not resolved thereunder by the parties, may be submitted to arbitration in accordance with the provisions of ARTICLE 11 (Arbitration); but in any such case, any action or decision of the Laboratories shall be controlling unless shown to have been discriminatory or in bad faith, and only the question of discrimination or bad faith shall be subject to the grievance procedure or arbitration.

26.3. Pension Security Plan

26.3.1. For the period of this Agreement, the bands are adjusted for employees represented by the Bargaining Unit who retire on or after December 1, 2009, as follows:

Job Classifications	Assigned Pension Band	Value for Employees Retiring on or after 12/1/2012 and Before RIP Starts
SO	107	\$56.15
SPO I	113	\$67.48
SCC	116	\$73.12

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

26.4. Sandia Corporation Savings and Security Plan

26.4.1. The Laboratories shall make the Sandia Corporation Savings and Security Plan available to Protective Force employees in accordance with the current terms and provisions of the plan, and as subsequently amended.

26.4.2. Effective 1/1/2010 the plan will be amended to implement a Roth 401(k) account and to allow non-spousal beneficiaries to rollover account balances to an IRA.

26.4.3. In addition to the Savings Plan benefits provided to current employees:

- Employees hired or rehired on or after 7/1/2010 will automatically receive a service- based Enhanced Contribution (6% of eligible pay for the first 14 years of plan service and 7% of eligible pay for 15 or more years of plan service) subject to a 3 year vesting requirement.
- These employees will not be eligible to participate in the Sandia Corporation Pension Security Plan.

26.5. PSP and RIP Merger

26.5.1. On January 1, 2013, the Sandia Corporation Pension Security Plan was 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.

ARTICLE 27 – HEALTH AND WELFARE BENEFITS

27.1. The Laboratories will provide medical, **vision**, and dental coverage for regular employees provided the employee pays his/her share of the premium. Additionally, for regular employees, the Laboratories will pay the full premium for the Basic Long Term Disability Plan.

27.2. In the event of any changes in the medical care plans, the dental care plans, the Vision Care Plan, reimbursement spending accounts, Adoption Assistance Program, Child Care Resource & Referral Service, Elder Care Resource & Referral Service, or the long term disability plans, the Laboratories will notify the Union.

27.3. Health Care and Welfare Benefits

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

27.3.2. The yearly increases in the premium contributions for the medical plans will be capped at no more than eight percent (8%) from the previous year's premium contributions for the life of the Agreement.

27.3.3. Long Term Disability:

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

Other Employee Purchased Options:

- Long Term Disability Plus – Employees will continue to be eligible to receive Long Term Disability Plus.
- Refer to the Summary Plan Description (SPD).
- Employees, **not previously denied coverage**, shall be eligible during the December **2014** Open Enrollment period to purchase up to an additional twenty percent (20%) of Long Term Disability coverage without showing proof of insurability.

27.3.4. Work and Family Issues

The following work and family benefits continue to be available:

- Pretax Day Care Spending Account: Employees may elect to save from \$100 to \$5,000/year pretax for reimbursement of day care expenses.
- Pretax Health Care Flexible Spending Account (FSA): Employees may elect to save from \$100 to **\$2,550**/year pretax for reimbursement of health care expenses. For the details of the plan provisions, refer to the SPD.
- Child Care Leave and Family Care Leave (care of a seriously ill family member) one (1) year (without pay) with guaranteed reinstatement and continuation of the Laboratories-paid portion of medical/dental/vision coverage for the first twelve (12) weeks. Laboratories paid Group 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 Care and Elder Care Resource & Referral Services.

27.3.5. Group Term Life Insurance

- Employees will continue to receive Group Term Life Insurance equal to one time annual base pay.
- Refer to the Summary Plan Description (SPD).

27.3.6. Employees hired or rehired on or after July 1, 2010, will be eligible for retiree healthcare on an access only basis upon retirement, if they have met the age and service requirements.

27.4. Benefits Review Committee

The purpose of the Benefits Review Committee will be the exchange of information on benefit programs that affect represented employees and to examine the factors influencing the costs of Sandia's health care programs.

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

27.4.1. The Committee will provide a forum for Union Officials to discuss and remain current on Sandia's benefits programs.

27.4.2. The Committee will examine health care trends and cost containment strategies and will make recommendations to Management and the Union regarding the application of processes and programs that would control escalating health care costs while preserving the quality of health care for employees and their dependents. To accomplish this the Committee will:

- Examine the major factors influencing health care costs, particularly those which affect the Company, its employees and their covered dependents;
- Study the effectiveness of various programs in slowing the escalation of medical costs;
- Heighten employee and covered dependent awareness of (a) the high cost of health care, (b) preventive health care, (c) the relationship between lifestyle 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 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 & Union Committee members.

The Committee will be asked to submit reports to 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; Security Police Association; the Metal Trades Council; and Office and Professional Employees International Union, Local 251. In the event the Laboratories is considering substantive change in the negotiated benefits program a Committee meeting will be convened.

ARTICLE 28 – UNIFORMS, MEAL ALLOWANCE, AND MUSTER TIME

28.1. Uniforms

Because of the specialized and responsible nature of security police assignments all required uniforms and equipment will be adequately furnished and properly maintained by the Laboratory in serviceable condition. Recommendations from the Union regarding uniforms and equipment will be considered.

28.2. Allowances

28.2.1. Meal Allowance

An employee who on a standard or non-standard day, works more than two (2) continuous hours beyond his/her STANDARD DAILY WORK SCHEDULE shall be paid a meal allowance of eight dollars and fifty cents (\$8.50).

28.2.2. Shoe Allowance

For the term of this agreement, an employee will be given a boot allowance of \$150 one time per year that meets requirements as determined by the Protective Force management. They must be similar in style and color but may be selected by the employee for the employees' comfort. It will be the employees' responsibility to insure that boots are properly maintained and in serviceable condition.

The employee will also be given a physical fitness shoe allowance of \$125 one time per year that will provide each employee the ability to obtain adequate shoes for the Physical Fitness Maintenance Program.

Shoe and boot allowances as described above will be given in January (starting 2010) for a total of \$275.

28.3. Muster Time

28.3.1. Muster shall be considered "time worked" and shall be paid at the appropriate rate.

28.3.2. The time paid for muster shall be thirty (30) minutes for all PF Officers.

- 28.3.3. Unarmed personnel, which is any officer not issued a weapon, must be ready in duty uniform (shirt, pants, boots) by the designated muster time in the briefing room for pre-shift briefing.
- 28.3.4. Armed officers, which is any officer that will be issued a weapon, must be in the muster room with all needed equipment twenty-five (25) minutes before the start of shift for pre-shift briefing.
- 28.3.5. Muster will include management briefings, obtaining equipment/weapons, fitness for duty and reporting to post or patrol.

ARTICLE 29 – TERM OF EMPLOYMENT AND SENIORITY

29.1. Definitions

- 29.1.1. Whenever used in this or any other Agreement between the Laboratories and the Union, TERM OF EMPLOYMENT shall mean a period of credited employment as computed in accordance with the established Laboratories rules and regulations pertaining thereto.
- 29.1.2. Whenever used in this or any other Agreement between the Laboratories and the Union, BARGAINING UNIT SENIORITY shall mean the aggregate of all service credited as provided under Paragraph 29.5 of this ARTICLE.
- 29.1.3. Whenever used in this or any other Agreement between the Laboratories and the Union, PROBATIONARY PERIOD shall mean sixty (60) days beyond successful completion of all required training and obtaining all required clearances.

29.2. TERM OF EMPLOYMENT is the aggregate of one or more periods of employment with the Laboratories as a regular employee.

- 29.2.1. New employees of the Laboratories shall be credited with TERM OF EMPLOYMENT from date of hire after they have successfully completed the PROBATION PERIOD.
- 29.2.2. TERM OF EMPLOYMENT shall be deemed broken whenever an employee:
 - Has been absent four (4) working days without permission or without notice except where an emergency situation precludes giving such notice
 - Has been LAID OFF in excess of four (4) years
 - Fails to register with the Laboratories once every sixty (60) calendar days during period of LAYOFF
 - Resigns

- Has been terminated for just cause
- Fails to report for work within thirty (30) calendar days after notification by certified mail with return receipt requested of recall from LAYOFF
- Fails to report for work on or before the day following the expiration of a period of excused absence or is not reinstated from Leave of Absence granted under the provisions of ARTICLE 6 (Treatment of Employees Performing Union Duties), ARTICLE 25 (Leaves of Absence), or the Anticipated Disability Program
- Has caused a Leave of Absence to be terminated under the provisions of Paragraph 6.7.1 of ARTICLE 6 (Treatment of Employees Performing Union Duties) or Paragraph 25.2 of ARTICLE 25 (Leaves of Absence) or the terms of the Anticipated Disability Program.

29.3. Credited Service

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

29.3.1. 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.

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

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

29.3.2.1. The first thirty (30) calendar days of Personal, Family Medical Leave, Family Care, or Child Care Leave of Absence.

- 29.3.2.2. All time absent on Special Leave of Absence (if application of reinstatement is made within ninety [90] days) or Military Service Leave for the performance of duty with the U.S. Armed forces or with a Reserve Component thereof, shall be granted in accordance with applicable law without an effect on the employee's reemployment or seniority.
- 29.3.3. Previous service will be credited immediately upon reemployment following LAYOFF due to lack of work if reemployed within four (4) years. Credit is given for up to six (6) months of the LAYOFF absence.
- 29.3.4. Rehired previously regular employees will bridge their prior service after working 1000 hours if they were vested in a Sandia pension benefit before the break in service, or the period of the break in service is less than five (5) years and less than the period of the prior service.
- 29.3.5. Previous service for previously regular employees not otherwise credited after the completion of 1000 hours will be credited after the completion of five (5) years of new TERM OF EMPLOYMENT. 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.
- 29.3.6. Employees previously in non-regular positions will bridge their prior service immediately provided there is a less than thirty-one (31) day break in service.
- 29.4. Computing Effective Service Date
 - Effective Service Date - The established date from which service was considered as continuous in computing TERM OF EMPLOYMENT.
 - 29.4.1. An employee's TERM OF EMPLOYMENT at any given time consists of all elapsed time since his/her Effective Service Date.
 - 29.4.2. 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.
 - 29.4.3. Revised Effective Service Date is established whenever credit for previous service is given following a break in service.
- 29.5. Bargaining Unit Seniority
 - 29.5.1. For employees represented by the bargaining unit on November 30, 1993, BARGAINING UNIT SENIORITY shall be as agreed upon by the Union and the Laboratories.

29.5.2. BARGAINING UNIT SENIORITY for employees entering the bargaining unit after November 30, 1993, shall be based upon the date of entry into the bargaining unit.

29.5.3. BARGAINING UNIT SENIORITY shall be deemed broken whenever TERM OF EMPLOYMENT is broken per Paragraph 29.2 above or whenever the employee accepts permanent employment outside the bargaining unit within the Laboratories.

29.6. General

29.6.1. If two or more employees have the same BARGAINING UNIT SENIORITY DATE, the employee with the lowest last four digits in his/her Social Security Account Number shall be deemed senior.

29.6.2. For the purposes of this Collective Bargaining Agreement and all seniority provisions contained within, as relating to bid and bracket assignments, the President, Vice President, and then the Business Agent, in that sequence, shall have top BARGAINING UNIT SENIORITY. **This provision is applicable except for when such application would cause an unarmed member to be displaced due to not being able to acquire (win) an unarmed position on the bid.**

29.7. BARGAINING UNIT SENIORITY for supervisors returning to the bargaining unit shall be based upon the date of return to the bargaining unit.

ARTICLE 30 – MOVEMENT OF PERSONNEL

30.1. General

30.1.1. All adjustments to the work force shall be made by the Laboratories in accordance with the provisions of this ARTICLE.

30.1.2. Should the Union, within ten (10) working days from the date of any such move, claim that the move was not made in accordance with the provisions of this ARTICLE, the matter shall be processed in accordance with ARTICLE 10 (Grievance Procedure) and ARTICLE 11 (Arbitration).

30.1.3. The Laboratories shall notify the Union of vacancies that occur at least fifteen (15) working days prior to the date the vacancy is to be filled unless emergency situations make it impractical to do so, in which case the vacancy will be filled immediately on a temporary basis for the fifteen (15) day period.

30.2. Filling of Vacancies

30.2.1. Vacancies in the Bargaining Unit are filled in the following sequence. Candidates are selected based on qualifications with due consideration given to BARGAINING UNIT SENIORITY.

30.2.1.1. Vacancies shall be filled in accordance with the provisions of **this ARTICLE** at the beginning of the established bid periods as outlined in said **Article**. Vacancies arising during said bid periods shall be filled by referring to the bids submitted for said bid periods in **this ARTICLE**.

30.2.1.2. Laid-off Employees. Employees LAID OFF due to lack of work within four (4) years shall receive consideration for reemployment for any occupation to which previously assigned, in order of their BARGAINING UNIT SENIORITY, provided they have not previously refused an offer of reemployment. The Laboratories shall notify such LAID OFF employees by certified mail (return receipt requested) and the employee shall have thirty (30) calendar days to report to work.

30.2.1.3. Candidates External to the Bargaining Unit. If a vacancy is not filled in accordance with Paragraph 30.2.1.1 or 30.2.1.2, above, candidates from outside the Bargaining Unit may be considered.

30.3. Effect of Lack of Work

30.3.1. When lack of work necessitates decreasing the working force, employees shall be selected for LAYOFF in the inverse order of their BARGAINING UNIT SENIORITY.

30.3.2. Employees in the bargaining unit whose removal from their present occupation is necessary shall displace the employees in another occupation in the bargaining unit who have least BARGAINING UNIT SENIORITY provided that:

- the employee can meet all qualifications necessary for the assignment and
- can perform the job efficiently within a limited training period.

30.3.3. No employee in the bargaining unit shall be displaced as the result of moving an employee from outside the bargaining unit into the bargaining unit.

30.3.4. LAID OFF employees from the bargaining unit shall be recalled to vacancies in the bargaining unit in order of BARGAINING UNIT SENIORITY subject to meeting the necessary qualifications.

30.3.5. Employees who are reduced in force will retain all seniority rights accumulated relative to all employees up to four (4) years provided the employee can qualify for employment.

30.3.6. 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.

30.3.6.1. 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.

30.3.6.2. 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.

30.3.6.3. 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. Return to work from a furlough will not be considered a rehire and the employee will be entitled to all benefits enjoyed prior to the furlough. Should the furlough exceed thirty (30) workdays, at the option of each furloughed employee, the furlough may be converted to a Layoff. For purposes of layoff allowance, the date of entitlement will be the date of furlough.

30.3.6.3.1. 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.

30.3.6.4. 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.

30.3.6.5. 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.

30.3.6.6. Employees affected by furlough will be furloughed in inverse order of seniority by job classification based on qualifications needed to perform the job.

30.4. All positions defined in Appendix A shall be filled on the basis of qualifications with due concern for seniority.

SO and SPO positions will be open for bid every **four (4) months**. **The effective date of the bid assignments shall be on the first Friday of January, the first Friday of May and the first Friday of September of each year.** Non-weekend existing brackets will not be opened. Management will determine the positions and number of positions that will be placed in the bid process, based on the needs of the business.

Bid Process Procedures:

- 30.4.1. Bid preparation meetings may be attended by up to **four (4)** Executive Board members. The Executive Board shall choose how many will attend. Bids must be turned in to the Scheduling Supervisor no later than the date and time posted on the bid. Bids may be due before but shall not be due later than six (6) weeks prior to the start of each bid.
- 30.4.2. Assignments will be posted no later than four (4) weeks prior to the start of each bid.
- 30.4.3. Only one (1) bid is to be completed by each bargaining unit member.
- 30.4.4. Only written bids will be accepted, and no bids will be accepted after the deadline of **0700** hours.
- 30.4.5. Each member should bid what he or she wants for each numbered position on the specific bid sheet.
- 30.4.6. Individual(s) not returning a bid by each deadline will be placed in accordance with their seniority, where the openings occur, after the bid is completed.
- 30.4.7. In the event that an officer is out of town at the time the bid is due, the officer can fax their bid to security management prior to the deadline. The officer is also responsible for verbal confirmation that the bid was received.

- 30.4.8. SO and SPO personnel bidding must meet ALL qualifications, as of the deadline for each bid. This includes physical fitness standards, “Q” clearance, and HRP requirements (when applicable), and have no medical restrictions by the start of the new bid. Officers that have documentation showing that they will meet these requirements prior to the start of the bid will be considered for positions according to their seniority. Any officer that falls into the aforementioned category that does not meet these requirements on the day the bid starts will forfeit their position on the bid and will be placed by management, as needed, once they meet all requirements.
 - 30.4.9. If an insufficient number of qualified candidates bid to fill these positions, management will assign (draft) personnel who meet the specific qualifications in reverse order of bargaining unit seniority.
 - 30.4.10. If a vacancy occurs during a bid, management will determine if the vacancy should be filled. If it is determined that it should be filled, then the most senior qualified employee requesting that position on their last bid sheet will be asked if they want to fill the vacancy. In the event there were no qualified employees requesting the position on the last bid, management will assign (draft) personnel who meet the specific qualifications in reverse order of bargaining unit seniority.
 - 30.4.11. When an employee volunteers to move from one shift to another, it will be coordinated so that there is a minimum eight (8) hour break between shifts. If an employee is forced, then they will have the option to work on a scheduled day off per their new schedule and it will be paid as a regular day of work within that same pay week, or by taking either vacation or A-500 time to fill missing hours.
 - 30.4.12. In the event during a bid period, an officer temporarily loses any qualification to hold a position, Protective Force Management and the Union will meet to discuss placing the officer in a position he/she is qualified to work pending return to his/her former status or other position the officer is qualified to work.
- 30.5. SO and SPO Positions
- 30.5.1. The Company will determine the number of these positions during each bid **for the upcoming bid**, based on the needs of the business.
- 30.6. Security Command Center (SCC)/Alternate Security Command Center Operator (SCC Alternate)**
- 30.6.1. **SCC Operators** may be armed or unarmed; **SCC Alternates** will be armed. The **SCC Operator/SCC Alternates** position will be filled by the most senior Officer, first, who meets the minimum requirements per Sandia National Laboratories and Department of Energy Policies and Orders.
 - 30.6.2. **SCC Alternates** will be SPO qualified.

- 30.6.3. The Laboratories will determine the number of positions available on each shift depending on the needs of the business. **SCC Operators and Alternates are committed to remain in the SCC for one year. All SCC Operator positions are a minimum one year commitment (3 bids). An SCC Operator may leave the position within their first year ONLY if there are volunteers to replace them. A SCC Operator may not be bumped out of SCC during their first year, but they may be removed if the number of SCC Operators diminishes. They may also be bumped out of their shift and bracket if they are lowest in seniority amongst the SCC Operators.**
- 30.6.4. **SCC Operators may work SCC, SPO or SO positions on their scheduled days off determined by their qualifications and the “Overtime Procedure” order.**
- 30.6.5. In the event a **SCC Operator** position is filled with a drafted Officer, and the Laboratories subsequently hire additional officers, the least senior officer of the newly hired officers will man the drafted **SCC Operator** position, once the officer is fully trained and qualified.
- 30.7. Vacation schedules shall be established with each **4-month** bid, to coincide with ARTICLE 19 (Vacations).
- 30.8. Vacation schedules shall be posted fourteen (14) days prior to the effective date of the bid.
- 30.9. The shift assignment roster shall be posted one (1) week in advance.

ARTICLE 31 – SUSPENSIONS AND TERMINATION OF EMPLOYMENT

- 31.1. The Laboratories has the right to suspend or terminate an employee for just cause.
- 31.2. In all cases in which the Laboratories’ termination of an employee’s employment is for just cause, the proper Union Designated Representative shall be notified of the action being taken by the Laboratories as soon as practicable after the employee is notified. Such notice shall precede the effective date of the termination of employment except that when the Laboratories consider it necessary to remove an employee immediately from the Laboratories’ premises, it may do so without advance notice. In such a case, the Union Designated Representative shall forthwith be notified. Such notice shall be confirmed in writing to the Union within five (5) working days of the effective date of discharge.
- 31.3. In all cases where the Laboratories suspends an employee for disciplinary reasons, the Union shall be notified of the action being taken by the Laboratories as soon as practicable after the employee is notified.
- 31.4. The Union may question the justification of the action taken as provided in Paragraphs 31.2 and 31.3 within ten (10) working days after the effective date of such action provided the employee has successfully completed the PROBATIONARY PERIOD in accordance with ARTICLE 29 (Term of Employment and Seniority). Any such question shall be considered in accordance with ARTICLE 10 (Grievance Procedure) by filing the grievance initially at Step 3.

- 31.5. If settlement is not reached in the grievance procedure, such dispute may be referred to arbitration in accordance with ARTICLE 11 (Arbitration) provided the employee has completed the PROBATIONARY PERIOD on the date of termination or suspension. 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.
- 31.6. Should the Arbitrator decide that the action of the Laboratories was taken without just cause, the Arbitrator may direct either (1) reinstatement of the employee with or without back pay or (2) a penalty less severe than discharge. If the Arbitrator directs reinstatement, the employee shall be offered reinstatement and, if reinstated, shall be paid **for all time lost to include scheduled overtime based on the employee's STANDARD DAILY / 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.
- 31.7. Any balance due the employee under Paragraph 31.6 shall be further reduced by any payments other than wages received from the Laboratories at the time of being terminated 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 10% of such employee's BASE wages.
- 31.8. If there is no balance due the employee under Paragraph 31.6, all payments other than wages received from the Laboratories at the time of termination or suspension of employment shall be considered as an advance in pay and shall be repayable through payroll deductions at the rate of 10% of such employee's BASE wages.

ARTICLE 32 – NOTICES TO THE UNION

- 32.1. Each employee's supervisor shall notify the Union President, Vice President or Designee in writing and in advance when practicable, of the following:
- Transfers involving changes of an employee's status (see Paragraph 32.3 below)
 - Changes of shift assignments of individual employees
 - Changes in overtime schedules
 - Disciplinary action (including disciplinary warnings, reprimands or suspensions but excluding terminations; see Paragraph 32.4).
 - Disciplinary notices, including termination, shall only reference the past discipline, if any, that was relied upon in the current disciplinary action.

- 32.2. The Employee and Labor Relations Organization shall notify the Union President, Vice President or Designee, in writing, of the following:
- Layoffs
 - **Furlough**
 - Terminations (in advance when practicable)
 - New Hires - Name, Date of Service, Pay Rate
- 32.3. In order to afford the Union an opportunity to arrange for 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.
- 32.4. Whenever a supervisor places a disciplinary memorandum of an unfavorable nature (including disciplinary warnings, reprimands, suspensions, and downgradings) in an employee's line organization file, 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 memorandum will be removed by Management from the line organization file within twelve (12) months unless another disciplinary action has been issued.
- 32.5. Upon request and at reasonable intervals, employees may examine their records in the Central Personnel Files or line organization file, medical files, and 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 files 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 33 – LAYOFF NOTICE ALLOWANCE AND ESSENTIAL FUNCTIONS

33.1. Layoff Notice

An employee who is to be LAID OFF due to lack of work shall be given as much advance notice as is practicable, but in no case shall be given less than four (4) 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 33.2 below. In the event there is a PLANT CLOSING, an employee who is to be LAID OFF shall be given at least 120 days notice.

33.2. LAYOFF Allowance

33.2.1. An employee LAID OFF due to lack of work or PLANT CLOSING shall be granted a LAYOFF Allowance based on the employee's TERM OF EMPLOYMENT (period of credited employment as computed in accordance with the established rules and regulations pertaining thereto) on the date of LAYOFF in accordance with the following, except as provided in Paragraph 33.2.2 below:

33.2.1.1. Schedules for employees on-roll prior to October 1, 1993:

SCHEDULE FOR <u>SERVICE PRIOR TO</u> OCTOBER 1, 1993 (Including partial year credit)		SCHEDULE FOR <u>SERVICE AFTER</u> SEPTEMBER 30, 1993	
Term of Employment On Date of LAYOFF	# of Weeks Pay for LAYOFF Allowance	Term of Employment On Date of LAYOFF	# of Weeks Pay for LAYOFF Allowance
Less than 1 year	0	Less than 7 years	1 week per year (including partial year credit)
1 year	1	7 or more years	2 weeks per year (including partial year credit) up to a maximum of 52 weeks
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
More than 20 years	3 weeks per year up to a maximum of 104 weeks

Maximum accrual for employees on-roll prior to October 1, 1993 is 104 weeks when service prior to and after October 1, 1993 are combined.

33.2.1.2. Employees hired after September 30, 1993

Employees who were hired after September 30, 1993 shall accrue LAYOFF allowance at the rate of one (1) week per year of term of employment, up to a maximum of fifty-two (52) weeks. (Including partial year credit.)

33.2.1.3. Employees hired after November 30, 2014

Employees hired or rehired after November 30, 2014, 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.

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

33.2.3. An employee who has been rehired following a period of LAYOFF and who is again LAID OFF shall receive a Layoff Allowance as follows:

- Employee is rehired within the four-year recall period and has received credit for TERM OF EMPLOYMENT for prior service:

Layoff Allowance shall be based on current TERM OF EMPLOYMENT less any allowance paid (and not repaid) at the time of prior LAYOFF(S).

- Employee is not rehired within the four-year recall period and has not received credit for TERM OF EMPLOYMENT for prior service:

Layoff allowance shall be based on the employee's TERM OF EMPLOYMENT since the date of such reemployment without deduction for prior layoff allowances.

- 33.2.4. 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 10% of such employee's BASE wages.

33.3. Essential Functions

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

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	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 accrue a separation allowance at the rate of one (1) week per year of service or fraction thereof.
- Employees with seven (7) or more years' service accrue a separation allowance at the rate of two (2) weeks per year.

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

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

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

Should an employee who has received a severance payment under this agreement later become qualified for an available position and return to work at Sandia National Laboratories, any severance paid out in excess of their time off-roll from Sandia National Laboratories shall be paid to the Laboratories by the employee, excluding any job related training expenses such as tuition, books, fees, etc. This shall be repayable through payroll deduction at a rate of 10% of such employees' biweekly wages.

This in no way implies that the SPA 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 34 – CONTINUITY OF OPERATIONS

- 34.1. The Union, for itself and on behalf of each individual bargaining unit member agrees that it will not institute, cause, or condone any work stoppages, picket lines, slowdowns, secondary boycotts, or disturbances, even of a temporary nature. The Laboratories agrees that there will be no lockouts. The Union guarantees to support the Laboratories fully in maintaining operations in every way.

- 34.2. **Bargaining Unit** employees covered by this Agreement shall not be assigned to any DOE off-site location where a unionized protective security force at that location is engaged in picketing or is on strike.
- 34.3. The Union recognizes that it is the responsibility of the plant protection employees to secure and protect the plant, premises, material, facilities, employees while on plant property, and property of the Laboratories at all times and under all circumstances. It is understood that in the event of any strike, or threatened strike, stoppage of work, or other interference with production, the **bargaining unit** employees will continue to report for duty, remain at their posts, and discharge their duties in the regular manner and discharge such other plant protection duties as are necessary and proper under such circumstances
- 34.4. Participation by any **bargaining unit** 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 contended that the disciplined employee did not violate this ARTICLE, the Union may, within **ten (10)** working days after the employee is disciplined, contest the discipline by filing a grievance initially at the third step of ARTICLE 10 (Grievance Procedure). The grievance shall also be subject to arbitration.
- 34.5. In the event the Laboratories believes that any **bargaining unit** employee is engaged in activity that is in violation of this ARTICLE, the Laboratories will immediately notify the Union. The Union will take reasonable steps to assure compliance with this ARTICLE. If the Union takes reasonable steps to assure compliance and does not sanction any unauthorized acts, the Union shall not be liable for any damages incurred by the unauthorized activity.

ARTICLE 35 – SUPERVISORS PERFORMING WORK NORMALLY ASSIGNED TO SECURITY BARGAINING UNIT EMPLOYEES

- 35.1. Supervisors shall not as a regular procedure do work normally assigned to Bargaining Unit employees, except under the following conditions:
- In unusual circumstances when no other personnel are available,
 - For personal relief of employees when other qualified employees are not readily available,
 - In cases of emergencies that have been declared by a Captain or higher Company official. In cases of emergencies that are declared by a Captain, such determination shall be followed with a notification to Deputy Manager or higher Integrated Safety and Security management for their approval of the decision.

ARTICLE 36 – JOINT ENVIRONMENT, SAFETY, AND HEALTH

- 36.1. The Laboratories and the Union recognize the importance of maintaining a safe and healthful working environment and will continue to cooperate towards the objective of reducing health and safety hazards to as low as reasonably achievable and to encourage employees to follow the procedures stated herein in reaching these objectives. In working towards this end, the Laboratories and the Union are engaged in the application of Behavior Based Safety (BBS), **and Engineered Safety to include work planning and control.**
- 36.2. The Laboratories shall comply with all applicable Local, State, and Federal Laws, and with DOE orders. The Laboratories will furnish to each employee employment free from recognized hazards likely to cause death or serious physical harm. The Laboratories will also provide professional Environment, Safety and Health staff and services to help line organizations assure the protection of the health and safety of personnel, property, and the environment.
- 36.3. 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 Joint Safety and Health Committees, 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 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 maintaining a safe workplace free of any more than the usual hazards associated with the work environment. In that regard the Union, without assuming any additional liability, desires to assist the Laboratories in maintaining a workplace free of any more than the usual health and safety hazards for all bargaining unit and non-bargaining unit employees.
- 36.4. A Joint Environment, Safety, and Health Committee shall be established composed of members selected by the Laboratories, two (2) members selected by the Union, and members selected by other bargaining units. The Committee shall meet as mutually convenient, but not less than once each sixty (60) days.
- 36.4.1. The purpose of the Committee shall be to meet and survey, analyze, and make recommendations to resolve any ES&H concern of a general nature; specific concerns not resolved in a timely manner by line organizations; and special concerns of the bargaining units. (Specific concerns not resolved in a timely manner by the Committee shall be addressed to the Tripartite Committee.)
- 36.4.2. The Committee shall also promote health and safety education; review and analyze summary accident, injury, and occupational illness reports; make recommendations for resolution of issues and make recommendations of a general nature for the ES&H program and bring to the attention of the responsible organization specific health and safety concerns of Union represented employees.

- 36.4.3. The Committee will meet as mutually convenient, but not less than once each 60 days, to discuss ES&H issues of a general nature and those specific concerns not resolved in a timely manner.
- 36.4.4 The Committee shall maintain minutes and reports as mutually agreed to which will be reviewed at the next Committee meeting.
- 36.5. The Laboratories will provide Material Safety Data Sheets (MSDS), safety instructions, and training to assure that assigned duties may be performed safely.
- 36.6. Safety Equipment
 - 36.6.1. The Laboratories agrees to provide and maintain personal protective equipment and devices where required without cost to employees.
 - 36.6.2. The Laboratories shall furnish, where required, as determined by the appropriate Division ES&H teams as defined in Section L of the ES&H Manual, at no cost to the employees, safety glasses. SO's will receive one pair of glasses and SPO's will receive two pairs of glasses with or without transition lenses whenever they have a new prescription. Glasses will be replaced as needed, due to damage, not associated with neglect or abuse. Lost glasses will not be replaced by the company.
 - 36.6.3. The Laboratories shall maintain suitable washrooms with a sufficient number of showers and individual lockers as required, and they shall be kept in clean and sanitary condition.
- 36.7. Medical Surveillance

The Laboratories will provide a medical surveillance program in accordance with relevant DOE orders, OSHA regulations, or in the absence of DOE or OSHA regulations, in accordance with other professional guidelines in concurrence with the Medical Director.
- 36.8. Work Protection
 - 36.8.1. It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthful. An employee who believes that he/she is being required to work under such conditions shall have the right to notify his/her supervisor of such conditions; the supervisor shall investigate immediately. If the existence of such unsafe or unhealthful condition is disputed by the supervisor, the Union ES&H Coordinator and the appropriate Laboratories Safety and Health Department shall be notified and they will investigate the condition.
 - 36.8.2. 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; or Union involvement in expedited investigation where Union represented employees are involved.

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

36.9. Drug Testing

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

The Union agrees to recognize 10 CFR Part 707, *Workplace Substance and Abuse Programs at DOE sites*, with the provision that, for Union represented employees, the programs and testing for substance abuse become effective on January 1, 2010.

36.10. Tobacco-Free Work Environment

36.10.1. Sandia National Laboratories and the Security Police Associations are committed to maintaining a healthy, comfortable, safe, and productive work environment. Toward this end, SPA 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. 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 37 – MEDICAL, PHYSICAL FITNESS, & FIREARMS REQUIREMENTS AND INCENTIVES

It is recognized by the parties to the Agreement that Department of Energy (DOE) regulations are the basic authority for the establishment of firearms, medical, and physical fitness standards for security personnel. Prior to making any changes in medical, physical fitness standards or firearms qualifications, the Laboratories will discuss the changes with the Union.

37.1. Firearms Qualifications

37.1.1. If an employee fails to meet the firearms qualification and becomes unarmed after shooting the required Department of Energy firearms qualification attempts, the employee will be reassigned to any vacant position where the employee qualifies. If no vacant position exists, the Laboratories and Union shall meet to discuss scheduling of the employee for the duration of the current bid. In the event the employee does not possess seniority to successfully bid a position at the next bid, the employee will be referred to the Corporate Realignment Program.

37.2. Incentives

37.2.1. Firearms Qualification Incentives

37.2.1.1. This understanding applies to all Protective Force Security Police Officers. A semi-annual incentive of \$300 will be paid to all Security Police Officers that qualify Night and Day with their core weapons (handgun and M-4 rifle).

37.2.1.2. In conjunction with passing the annual evaluation and test requirement, each SPO will receive a Gym Membership Allowance of \$300, to be paid no more frequently than once per twelve (12) month period.

37.2.2. Audit Bonus

37.2.2.1. A SPO selected for a DOE audit (run/dash/weapons qualification) who successfully qualifies on his/her first scheduled attempt will receive a \$500 lump sum bonus. The bonus will be paid within 2 weeks after qualifications.

37.3. Physical Fitness Qualifications

37.3.1. If an employee fails to meet physical fitness qualifications (non-medical) after failing the required Department of Energy physical fitness qualifications attempts, the employee will be reassigned to any vacant position where the employee qualifies. If no vacant position exists, the Laboratories and Union shall meet to discuss scheduling if the employee does not possess seniority to successfully bid a position at the next bid, the employee will be referred to the Corporate Realignment Program.

37.4. Physical Fitness Program

37.4.1. Federal Regulation 10 CFR Part 1046 requires Protective Force Personnel meet applicable Physical Fitness Standards annually. In addition, Protective Force Personnel shall participate in a mandatory DOE approved Physical Maintenance Training Program on a continuing basis.

37.4.2. Application

This applies to all Armed, Uniformed Security Police Officers in the Protective Force Department.

37.4.3. Guidelines

Protective Force personnel must maintain physical fitness standards. A Security Police Officer may be required to demonstrate they meet physical fitness qualifications standards during inspections, survey, review, audit, or other situations directed by DOE line management. Failure to meet the physical fitness standards will be treated as if the individual failed the first attempt during annual qualifications. In the event of a physical fitness assessment or physical qualification failure, specific requirements as determined by Protective Force Management and 10CFR1046 Subpart B, will be followed.

37.4.4. Officers who fail their required annual evaluation and/or physical fitness test will be placed on a supervised mandatory Physical Fitness Program in accordance with DOE requirements. Overtime pay under this Section may not be applicable if a mandatory Physical Fitness Program is imposed and it is conducted during the Security Police Officer's regularly scheduled shift.

37.4.5. Security Police Officers will have first rights to the use of any equipment in the 956 Gym.

37.4.6. Armed Protective Force personnel will be tested annually for fitness qualification. Individuals may request qualification testing any time coincident with an evaluation cycle to advance their anniversary date.

37.4.7. The Medical Organization will provide consultation and monitoring for armed Protective Force personnel. For reasons of safety, physical fitness training will require a minimum of two (2) people in the facility or notification to SCC (Diamond) that the facility is occupied so that exercise is monitored. A portable radio may be provided to ensure constant communication for emergencies.

37.4.8. Payment for participation in the Protective Force Physical Fitness program is as follows:

37.4.8.1. Evaluation will be offered quarterly with the first evaluation in March **2015**, for the period beginning December 1, **2014**, through February 28, **2015**. Subsequent evaluations will occur in June, September, December, **and March** of each year for the prior 3 month period. In the fifth year of the agreement, the fourth quarter evaluation will be administered in November.

- 37.4.8.2. Upon successful completion of each quarterly evaluation, the Security Police Officer will be paid \$1000. If the Security Officer fails to successfully complete his/her quarterly evaluation, he/she will be given an additional 30 days beyond the evaluation month to pass the evaluation. If they successfully pass the evaluation, during that period, they will receive the \$1000 quarterly bonus.
- 37.4.8.3. When an unarmed Protective Force employee wants to qualify for an armed position they will be permitted to evaluate and test during the quarterly testing period prior to the next bid. If he/she successfully passes the evaluation and test, he/she will receive the \$1000 quarterly bonus. Afterward, he/she will be paid in accordance with 37.4.8.2 above.

37.5. Medical Qualifications

- 37.5.1. If an employee fails to meet medical qualifications and/or is certified by the medical organization unable to perform their current assignment, the following provisions shall apply;
 - 37.5.1.1. The employee shall be reassigned to any vacant position where the employee qualifies.
 - 37.5.1.2. In the event there are no vacant positions, the Laboratories and Union shall meet to discuss scheduling of the employee for the duration of the bid.
 - 37.5.1.3. If the medical condition is considered a temporary restriction, as determined by medical, the employee shall be assigned and/or reassigned work activity for which the employee qualifies consistent with the Medical restriction and shall retain the current rate of pay (including negotiated increases) for the duration of the temporary restriction, regardless of the employee's assignment during that period.
 - 37.5.1.4. If the medical condition is considered an indefinite restriction and a position exists within the Bargaining Unit, then the employee will be p- rated, if the new position is at a lower pay rate. If a position does not exist, the employee will be placed in the Corporate Essential Functions Realignment Process.

ARTICLE 38 – OCCUPATIONAL RADIATION EXPOSURE INFORMATION

- 38.1. Information entered in an employee's occupational radiation exposure record (exclusive of medical exposure) shall be made available to the employee or employee's representative upon request. The Laboratories shall have fifteen (15) working days to provide such information. If the Laboratories cannot provide access to the records within the fifteen (15) working days, it shall apprise the employee or designated representative requesting the records of the reason for the delay and the earliest date when the records can be made available.
- 38.2. 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.
- 38.3. 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. Affected individual(s) shall have the right to adequate bio-assay and full body counts.
- 38.4. 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 termination of employment, a written summary of cumulative recorded occupational radiation exposure received during the period of employment.

ARTICLE 39 – SUSPENSION OF CLEARANCE

The Laboratories shall make reasonable efforts to find work for employees during resolution of their security clearance suspension. An employee who has his/her clearance suspended shall not lose his/her bargaining unit seniority unless the employee accepts permanent employment outside the bargaining unit within the Laboratories or two years pass without a final resolution of his/her clearance status. If an employee with a suspended clearance has his/her clearance restored within two (2) years, while on Leave of Absence, and has not accepted permanent employment outside the bargaining unit within the Laboratories, he/she shall be returned to the Protective Force with his/her full Bargaining Unit Seniority.

ARTICLE 40 – AGENCY SHOP

- 40.1. Each employee who, on or after the thirty-first day following the beginning of the employee's employment, or January 1, 1985, whichever is the later, is, or thereafter becomes, a member of the Union in good standing shall, as a condition of employment with the Laboratories, pay or tender to the Union amounts equal to the periodic dues uniformly required as a condition of acquiring or retaining Union membership until termination of this Agreement.

- 40.2. Each employee who is not a member of the Union shall, as a condition of employment with the Laboratories, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period thirty-one (31) calendar days from January 1, 1985, beginning of the employee's employment or entrance into the bargaining unit, whichever is the later, until termination of this Agreement.
- 40.3. The conditions of employment with the Laboratories specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirty-first day following return to the bargaining unit. Formal separation shall include removal from the payroll of the Laboratories, transfers out of the bargaining unit, and leaves of absence of more than one (1) month.

ARTICLE 41 – PAYROLL DEDUCTION OF UNION DUES AND INITIATION FEE

- 41.1. The Laboratories will deduct a stated amount equivalent to the regular monthly dues as established by the Union and, simultaneously and one (1) time only, the regular initiation fee as established by the Union from the pay of an employee and transmit the same to the Union upon receipt of an authorization for such deductions signed by the individual employee on the Laboratories' Payroll Deduction Authorization Card subject to the following provisions:
- 41.1.1. The Laboratories will deduct one-half of the amount on the first two paydays of the month, provided there is sufficient pay available to cover the deductions after all other deductions authorized by the employee or required by law have been made. Deduction authorizations must be received in the Payroll Organization at least fourteen (14) calendar days in advance of the first payday of the month. Deductions will not be made for any prior month's dues or fee except when the Laboratories, through error or oversight, failed to make the deduction in any such month. An initiation fee, if authorized, shall be deducted once only the first payday of the month, subject to the other provisions of this paragraph.
- 41.1.2. The amount of monthly dues will be certified to the Laboratories in writing from time to time by the Secretary-Treasurer of the Union. The amounts so certified shall be uniform for all members of the Union. A certification from the Secretary- Treasurer of the Union which changes the amount of regular union dues shall become effective the first day of the calendar month following a period of thirty (30) calendar days from the date the Laboratories receives such certification.

- 41.2. Within two (2) calendar weeks following the payday on which the last deduction for the month has been made, the Laboratories shall deliver to the Union's Secretary-Treasurer a check for the amount due drawn in favor of the Union and a list of the names of employees from whose pay:
- A deduction for an initiation fee has been made and the amount,
 - Regular deductions have been made and the amounts,
 - No deduction has been made because of cancellation of authorization, and
 - No deduction has been made because of insufficient earnings available in this pay period.
- 41.3. An employee's deduction authorization shall be canceled automatically whenever such employee is transferred out of the bargaining unit, is removed from the payroll of the Laboratories, or goes on a Leave of Absence of more than thirty (30) calendar days. Whenever, after the occurrence of any of the foregoing events, such employee returns to his/her former status as an active employee in the bargaining unit and wishes again to authorize deductions, he/she shall execute a new card.
- 41.4. An employee's deduction authorization may be revoked by such employee through a letter to the Union and the Laboratories by Certified U.S. Mail, "Return Receipt Requested." Such revocation shall be effective in the calendar month following the calendar month in which the Laboratories receives such letter.

ARTICLE 42 – PROJECTS AND TRIPS

- 42.1. Projects (within New Mexico) and trips (outside New Mexico) are defined as temporary assignment(s) to offsite locations to perform functions normally performed by bargaining unit employees at Sandia National Laboratories. Where the assignment calls for Security Officers or Security Police Officers coverage the Laboratories shall assign the bargaining unit work to members of the bargaining unit.
- 42.2. Assignment of personnel hereunder to off-site locations shall be covered by the provisions of this Agreement. However, where the Service Contract Act requires the payment of wages higher than the AGREEMENT rate, the higher wage rates will be paid. Reasonable and actual living costs shall be paid to employees in accordance with Laboratories Travel policies and procedures.
- 42.3. The scheduling supervisor and the Union Designee will maintain a project and a trip list of bargaining unit members by current bid assignment and qualifications.

- 42.4. The polling and assigning of projects and/or trips shall be in accordance with the following provisions:
- 42.4.1. Management shall assess the request for the type and number of Security Officers/Security Police Officers needed. Prior to implementing the assignment procedures below, the Laboratories will meet with the Union to discuss the logistics of the assignment. The parties will work out the details of staffing the assignment.
 - 42.4.2. Polling
 - 42.4.2.1. Bargaining Unit members must be qualified for the assignment during both the polling period and during the time period the work is to be performed.
 - 42.4.2.2. Bargaining Unit members shall be polled according to their bid assignment at the time the polling is performed within the needed classification for the project or trip.
 - 42.4.2.3. The members with the least number of projects or trips on the respective lists shall have first preference for volunteering.
 - 42.4.2.4. The members shall be polled by high seniority to low seniority.
 - 42.4.2.5. The members shall be polled either verbally on a recorded telephone line, by e-mail with a read receipt or in writing on an approved form.
 - 42.4.3. Voluntary Assignments
 - 42.4.3.1. Bargaining Unit members must be qualified for the assignment during the voluntary assigning period and during the time period the work is to be performed.
 - 42.4.3.2. Bargaining Unit members shall be assigned according to their bid assignment at the time the assigning is performed within the needed classification for the project or trip.
 - 42.4.3.3. The members with the least number of projects or trips on the respective list shall have first preference for volunteering.
 - 42.4.3.4. The members shall be assigned by high seniority to low seniority.
 - 42.4.3.5. The members shall be assigned either verbally on a recorded telephone line or in writing on an approved form. When the officer is contacted for assignment, the officer will have one (1) hour to accept or decline the assignment.

- 42.4.3.6. If a member declines the project or trip assignment, he/she shall maintain their position on the project or trip list. This is the only time the officer may decline said project or trip other than because of the circumstances covered in 40.4.3.7.
- 42.4.3.7. If a member accepts the project or trip assignment, the following provisions shall apply.
 - 42.4.3.7.1. After having accepted the assignment, if with less than two (2) weeks notice, it will be the Officer's responsibility to find a replacement if the officer subsequently changes their mind and decides that they do not want the assignment, for reasons other than listed below. If the officer cannot find a replacement and the officer still refuses the assignment, then the refusal will be considered as an "Emergency Draft" refusal. The acceptance of a project or trip shall count as a trip or project for scheduling purposes under this Article regardless of whether the individual accepting the trip or project actually takes the trip or works the project with the following exceptions applying:
 - 42.4.3.7.2. The project or trip is canceled.
 - 42.4.3.7.3. The travel dates of the project or trip are changed. If the change is due to the trip being postponed and later rescheduled, personnel originally assigned will be given first preference. However, if they elect not to go on the project or trip, they will maintain their position on the list.
 - 42.4.3.7.4. The employee or a family member suffers a death, serious accident/injury or illness. Family members are defined in Article 21.
- 42.4.4. In the event all required positions are not filled through the voluntary procedures described above, they will then be filled on a draft basis in accordance with the following provisions.
 - 42.4.4.1. Bargaining Unit members must be qualified for the assignment during the drafting period and during the time period the work is to be performed.
 - 42.4.4.2. Bargaining Unit members shall be drafted according to their bid assignment at the time the drafting is performed within the needed classification for the project or trip.
 - 42.4.4.3. The members with the least number of projects or trips on the respective lists shall be drafted first.

- 42.4.4.4. The members shall be drafted by low seniority to high seniority.
- 42.4.4.5. The members shall be drafted either verbally on a recorded telephone line or in writing on an approved form.

If a member is drafted for the project or trip and for whatever reason the member cannot accept the assignment, the refusal will be handled in the same manner as any other draft refusal. If refusal is granted, the officer shall maintain their position on the project or trip list.

- 42.4.4.5.1. If a member accepts the draft project or trip assignment, the project or trip shall not count as a project or trip for scheduling purposes under this article.

42.4.5. In the event all required positions are not filled through the drafting procedures described above, they will then be filled on an emergency draft basis in accordance to the following provisions.

- 42.4.5.1. Bargaining Unit members must be QUALIFIED for the assignment during the emergency drafting period and during the time period the work is to be performed.
- 42.4.5.2. Bargaining Unit members shall be emergency drafted according to their BID ASSIGNMENT at the time the emergency drafting is performed within the needed classification for the project or trip.
- 42.4.5.3. The members with the least number of projects or trips on the respective lists shall be emergency drafted first.
- 42.4.5.4. The members shall be emergency drafted by low seniority to high seniority.
- 42.4.5.5. The members shall be emergency drafted either verbally on a recorded telephone line or in writing on an approved form.
- 42.4.5.6. If a member accepts the emergency draft project or trip assignment, the project or trip shall not count as a project or trip for scheduling purposes under this Article.

ARTICLE 43 – SUBCONTRACTING PROVISION

This records the understanding reached during **2014** negotiations concerning subcontracting. During the term of the General Agreement, dated December 1, **2014**, the Laboratories agrees that it will not sub-contract plant protection work performed by the occupations listed in Appendix A of the General Agreement or any other work that is or may be performed during the term of this General Agreement as covered by Article 1 – Recognition.

This agreement does not preclude the Laboratories from performing a “make-buy” analysis or otherwise investigating the feasibility of sub-contracting.

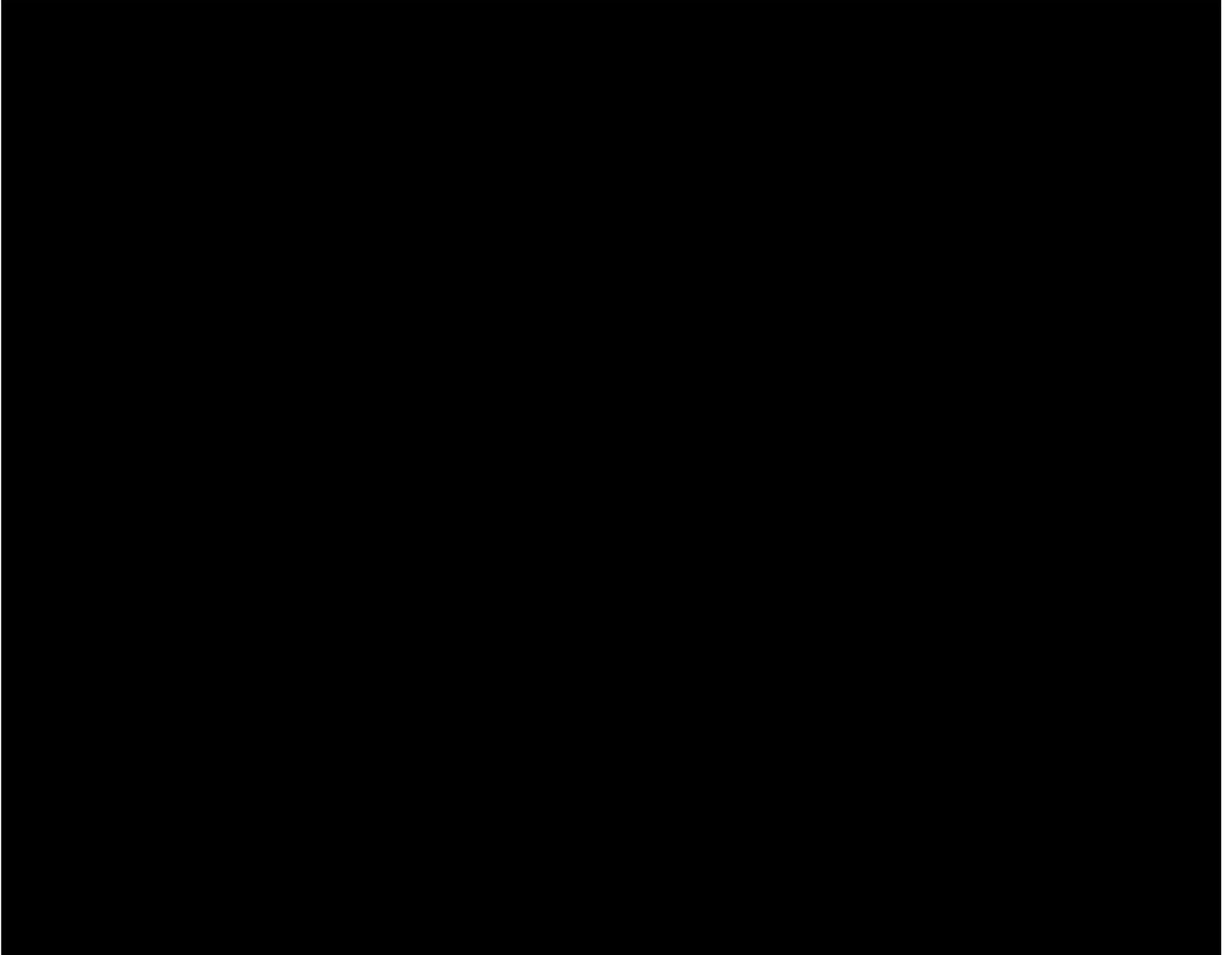
ARTICLE 44 – ABROGATION OF AGREEMENT ARTICLES

- 44.1. 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.
- 44.2. 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 45 – DURATION

This Agreement shall become effective December 1, **2014**, but only if ratified by the Union membership and, when so effective, shall continue in full force and effect until 11:59 p.m., **November 22, 2019**, 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 **November 23, 2019**, or at least sixty (60) calendar days prior to the end of any subsequent annual period.

This Agreement, which is effective December 1, 2014, is accepted and agreed to by the parties as indicated by the signature of the parties' duly authorize representatives which appear below:



APPENDIX A

<u>OCCUPATIONAL TITLES</u>	<u>CODE</u>
SECURITY OFFICER	2501-009
SECURITY POLICE OFFICER I	2501-010
SECURITY POLICE OFFICER II	2501-011
SECURITY POLICE OFFICER III	2501-012
SECURITY COMMAND CENTER OPERATOR	2501-013

LETTERS OF AGREEMENT

Career Advancement and Transition Initiative



Sandia National Laboratories

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

P.O. Box 5800 MS0903
Albuquerque, NM 87185-0903

Phone: (505) 844-4262
Fax: (505) 844-8816

[REDACTED]

This is to record the understanding reached during negotiation of our 2009 Labor Agreement. The Laboratories and the union are jointly committed to finding mutually beneficial ways to address potential pay and job loss implications associated with Security Police Officers (SPO) who are no longer able to meet minimum certification and qualification requirements.

To this end, the parties have agreed to establish a joint Labor – Management committee to develop specific, actionable proposals, to address the associated issues. The objective of the committee will be to present the leadership of Safeguards and Security as well as, Human Resources with a set of options for management implementation within six months from the date of the first committee meeting.

The committee will be chaired by the Sr. Manager - Security Operations. Other members will include:

- The President of the SPA
- The Sr. Manager – Labor Relations
- A member of the Security Operations Training organization and a member of the Corporate Training organization
- The Manager – HR Business Partnership
- Three additional members of the SPA as appointed by the union President.

The committee shall meet at least twice monthly during the six month period referenced above, unless otherwise agreed. An interim progress briefing to the Director of Human Resources and Director of Safeguards and Security will occur no later than 60 days from the first committee meeting. A “final” report with options and recommendations will be made to the Vice-President of Human Resources & Communications and Vice-President of Infrastructure Operations & Chief Security Officer for their decisions and action no later than 120 days of the first committee meeting.

The options which will be explored will include, but are not limited to the following:

- Identification of functions residing in Safeguards Security (4200) that might be adequate for SPOs to fill when they are no longer able to meet minimum certification requirements
- Identification of security specific certifications (e.g. NTC Professional Development Program) that would align knowledge, education, and experience with identified functions
- Development of a process that identifies personnel that will take part in certification program
- Development of individual agreements that officers will actively seek positions outside PF, once enrolled in program
- Work with HR to get exception that would allow Center 4200 to post those identified functions internally to PF officers
- Identification of accessible training and education programs to assist employees in seeking alternative employment within the Laboratories while in the Essential Functions Realignment Process.

In addition, in those circumstances in which an individual experiences a loss in base pay resulting from a move to a non-bargaining unit job due to failure to meet minimum certification/qualification requirements, they will be granted *Rate Reduction Allowance* as specified below:

- Rate Reduction Allowance will be applied to base rate for twenty six (26) weeks
- The reduction will occur in three (3) successive steps
- The first reduction will occur on the tenth (10th) week
- The second and third (final) reductions will occur on the 18th and 26th weeks respectively
- The reductions are payable as a percentage of the difference between the old and new base rate
- At the end of the twenty six (26) week period, the prevailing pay rate for the job will apply.

Fixed Readiness Post



Sandia National Laboratories

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

P.O. Box 5800-0103
Albuquerque, NM 87185-0103

Phone: (505) 284-0851
Fax: (505) 844-8816

██████████
Manager
Employee and Labor Relations

This is to record the understanding reached in negotiations of our Labor Agreement which becomes effective December 1, 2014. If during the term of the agreement, Fixed Post Readiness Positions are designated by the Company, the parties shall meet and bargain to establish an implementation plan which shall include staffing of the positions, wages and other terms and conditions that apply to the positions.

Pension Service Credit Opener



Sandia National Laboratories

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

P.O. Box 5800-0103
Albuquerque, NM 87185-0103

Phone: (505) 284-0851
Fax: (505) 844-8816

██████████
Manager
Employee and Labor Relations

Recognizing that the Union may have an interest in presenting a proposal regarding pension service credit for current bargaining unit employees who were previously classified as Non-Regular Recurrent Security Inspectors (NRRSI), and further recognizing that certain circumstances prevented the Union from making such a proposal during the parties negotiations for this collective bargaining agreement, the parties hereby agree that the Union may exercise its right to reopen the collective bargaining agreement for the limited purpose of making such a proposal as described above, but only if such a proposal is made by the Union during the period from January 1, 2016 up to, but no further than May 27, 2016. In addition, in the event the Union exercises its right to reopen the CBA as and limited to the aforementioned, the Company in connection with bargaining over such a proposal shall be entitled to reopen the following provisions of the CBA in connection with such negotiations. These contractual provisions include:

- 1) Article 1 Recognition
- 2) Article 3 Definition of Terms
- 3) Article 9 Union Business on Laboratories Time
- 4) Article 13 Overtime
- 5) Article 14 Wages
- 6) Article 26 Pension and Group Life Insurance Plans
- 7) Article 27 Health and Welfare Benefits
- 8) Article 37 Medical, Physical Fitness and Firearm Requirements and Incentives

In addition to the above, in the event negotiations regarding the Union's proposal regarding NRRSI Pension Service Credit is unsuccessful and the parties reach a good faith bargaining impasse regarding this issue, the parties further agree that the no-strike provision of the current CBA shall become invalid and that the Union shall be entitled to exercise its rights to declare a strike on this issue. If a good faith bargaining impasse is reached by the parties on this issue, the Company hereby reserves all of its rights, including, but not limited to its right to implement the terms of its last, best and final proposal regarding NRRSI Pension Service Credit as well as any and all other rights including such rights as provided under the existing CBA.

PAY DATES SCHEDULES

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
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February						
SUN	MON	TUE	WED	THU	FRI	SAT
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March						
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June						
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August						
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September						
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November						
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December						
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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
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31						

February						
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March						
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April						
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May						
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June						
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July						
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August						
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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
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CY2018

9/80 Workweek, Payday and Holiday Schedule

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- Schedule A off day
- Schedule B off day
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January						
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CY2019

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