

# **Agreement**

between

## **Fermi National Accelerator Laboratory**

operated by  
Fermi Research Alliance, LLC  
for the  
Department of Energy

and the

## **International Association of Machinists and Aerospace Workers Local 701 AFL-CIO**

**(Machinists/Welders)**

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## AGREEMENT

This Agreement is entered into this November 1, 2012 by and between Fermi National Accelerator Laboratory, operated by the Fermi Research Alliance, LLC for the Department of Energy (hereinafter referred to as the "Laboratory") and the International Association of Machinists and Aerospace Workers, Local 701, AFL-CIO (hereinafter referred to as the "Union") and applies only to the Fermi National Accelerator Laboratory.

### ARTICLE 1 PURPOSE

**Section 1.1 Intent and Purpose.** It is the intent and purpose of the parties hereto to set forth their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the Laboratory, the Union and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes and other interferences with the work of the Laboratory during the life of this Agreement; and, in general, to promote harmonious relationships between the Laboratory, its employees, and the Union.

**Section 1.2 Union Relationships.** The Laboratory and the Union recognize that it is in the best interest of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Laboratory and 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 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 to conduct themselves in a spirit of responsibility and respect.

### ARTICLE 2 RECOGNITION

**Section 2.1 Union Recognition.** The Laboratory recognizes the Union as the sole and exclusive agent for purposes of collective bargaining with respect to compensation, hours and working conditions of employees of the Laboratory who are members of the unit described as "All Machine Shop employees at the Employer's location near Batavia, Illinois, excluding technical employees, office clerical employees, professional employees, guards and supervisors as defined in the Act" and certified by the National Labor Relations Board in Case No. 13-RC-11854, dated July 7, 1969.

The term "employee", as used in this Agreement shall, unless otherwise stated, refer only to members of that unit.

**Section 2.2 Union Security.** All employees shall, within thirty (30) days after the date of execution of this Agreement, or within thirty (30) days following the beginning of their employment, whichever is the later, become members of the Union and shall thereafter during the life of this Agreement remain members of the Union, and in default thereof shall, upon the written request of the Union, be terminated by the Laboratory; provided, however, that the Laboratory shall not be required to terminate or discriminate against any employee for non-membership in the Union if such membership is not made available to the employee on the same terms and conditions generally applicable to other members or if membership is denied to the employee or terminated for reasons other than failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership

**Section 2.3 Union Activity.** The Union agrees that its officers, members and agents will not engage in Union activity on Laboratory time except as specifically provided in Article 5, and, further, that there shall be no solicitation or payment of dues, fines, assessments or fees, of any kind, on Laboratory time, or in such manner as to interfere with work or attendance at work of any employee, except that the Human Resources shall instruct each new employee as to where he can acquire membership in the Union. Brief casual conversation involving Union officers will not be considered as engaging in Union business. The Laboratory agrees that it will not discriminate against any employee because of his official position or membership in the Union.

**Section 2.4 Bulletin Boards.** The Laboratory will provide a suitable bulletin board in The Cut Shop, Machine Repair, Village and High Rise shop areas for the purpose of posting notices of Union meetings and events. No notice shall be posted on these bulletin boards without the prior approval of the Human Resources. No notice of a controversial nature shall be posted.

**Section 2.5 Check-off.** Upon receipt of a Union provided authorization form, signed by an employee and upon completion of thirty (30) calendar days of employment, the Laboratory agrees to deduct from the wages of the employee and forward to the Treasurer of the designated Local, International Association of Machinists and Aerospace Workers, fees and dues of a uniform, specified dollar amount, as certified by the Local. Deduction for dues shall be made from the first paycheck of the month and forwarded to the Union by the 15<sup>th</sup> of the month.

Initiation fees, one quarter of which shall be deducted in each of the first four pay periods of employment, shall be remitted to the said Local with the following month's dues remittance.

Upon receipt of written authorization from an employee stating that he/she is revoking his/her authorization (pursuant to the criteria set forth in the dues check-off authorization from) the Laboratory will cease deducting from his/her pay. The employee shall send a copy of such notification to the Union.

- (a). **Guide Dogs of America.** The Laboratory agrees to include the Guide Dogs of America as an approved charity and grant employee access to voluntary sign up for wage deductions via its Self-Serve program provided that the IAM submit required documentation such as charity tax ID# to the Laboratory.

**Section 2.6 Indemnification.** The Union agrees to indemnify the Laboratory and hold it harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from wages herein provided.

**Section 2.7 Union Committee and Stewards.** The Union shall designate and the Laboratory shall recognize: A Union Committee consisting of one Steward, two committee persons and one alternate who will serve on the Committee in place of an absent member. This includes the elected Shop Steward, who will be the Chair of the Committee. The Laboratory shall not be required to recognize as being a member of the Committee or as being a Union representative, any person who is not at any time such recognition is sought, an employee regularly assigned to be the group which he/she represents: and, provided further, that the Laboratory shall not be required to thus recognize any Committee member, alternate, or Union representative prior to the expiration of three (3) working days after written notice of designation of such employee as a Committee member or representative has been delivered to the Laboratory Officer responsible for the administration of this Agreement.

**Section 2.8 Payment of Steward and Committee.** The Employer agrees to pay the Steward or his/her designee for their absence from work due to time spent handling grievances (as provided for in Article V). The Steward and Committee shall be paid for any absence from work due to contract negotiations and other times mutually agreed upon.

### ARTICLE 3 MANAGEMENT

All rights to manage the Laboratory and to direct its working force shall continue to be vested in and be the exclusive responsibility of the Laboratory administration as such rights existed prior to execution of this Agreement, except as limited by a provision of this Agreement which specifically describes the management function or right which is to be limited and the extent to which it is limited.

Management and direction of the Laboratory include, but are not limited to, the following rights and responsibilities: the direction, planning, change and control of all Laboratory operations and procedures; the establishment and change of work schedules, methods of work, places of work and content of work assignment; the right to make and enforce reasonable work rules and to discipline or discharge employees for just cause; the right to relieve employees from work duties for any legitimate reason; the right to introduce new methods, materials, equipment or facilities and to change or eliminate methods, materials, equipment or facilities; the right to determine the need for and identity of suppliers, contractors and subcontractors; the right to hire, select, evaluate the abilities of and determine the number of employees required; the right to assign work to such employees in accordance with the requirements of the Laboratory as determined by its administration; and otherwise to take such action as the Laboratory administration may determine to be necessary for the orderly, safe and efficient achievement of the Laboratory's goals.

### ARTICLE 4 NO STRIKE-NO LOCKOUT

**Section 4.1 Prohibited Activity.** During the term of this Agreement, the grievance and arbitration procedures provided herein, and the remedies and procedures provided by the National Labor Relations Act and by the courts, shall be the sole and exclusive means of resolving any dispute between the employees and/or the Union and the Laboratory, whether relating to the interpretation and application of this Agreement, economic matters, or otherwise.

Accordingly, there shall not be, nor shall the Union, its agents or any employee encourage, sanction or participate in any strike (including sympathy strike), picketing, slowdown or other intentional interruption of work, regardless of the reason.

**Section 4.2 Discipline.** Any employee engaging in activity prohibited by Section 4.1. shall be subject to discipline, including discharge.

**Section 4.3 No Lockout.** There shall be no lockouts during the term of this Agreement. A layoff shall not be construed as a lockout.

**Section 4.4 Other Enforcements.** In the event of a claimed violation of Section 4.1 by any employee or group of employees, the Laboratory shall have the right (without waiving any other rights) to seek judicial restraint of the action claimed to be in violation of Section 4.1.

## ARTICLE 5 GRIEVANCE PROCEDURE

**Section 5.1 Definition of Grievance.** A grievance is any dispute or difference of opinion raised by the Union or any employee against the Laboratory involving the meaning, interpretation or application of the provisions of this Agreement, including discharge or discipline of employees.

**Section 5.2 Settlement Procedure.** A grievance shall be raised and discussed in accordance with the following procedure except that grievances concerning a discharge from employment may be presented in writing directly at Step 3. Time limits specified in the following three steps may be extended by mutual agreement.

**Step 1.** The employee(s) or the Union, if a Union grievance, shall raise the grievance orally with the appropriate Machinist/Welder Supervisor or designee not later than five (5) working days following the event, or five (5) work days after the employee reasonably should have known of the event which gave rise to the grievance. The employee may raise the grievance in the company of a union representative if he/she so chooses. The supervisor or designee shall give his/her answer to the aggrieved employee and the Union no later than the end of five (5) working days following the grievance discussion.

**Step 2.** The Supervisor's verbal answer shall settle the grievance unless it is appealed to the Department Head, or his/her designee, within five (5) work days from the date the supervisor's answer is received. The appeal shall be in writing stating the facts giving rise to the grievance, the Section(s) of the Agreement allegedly violated, the relief requested and shall be signed and dated by the grievant and the Union Steward or designee. If a meeting is requested, the Department Head, or designee, shall meet with the grievant and the Union Steward or designee, within five (5) work days of the request to discuss the grievance. The Department Head shall respond in writing within five (5) work days of receipt of the appeal or of the date of the meeting in which it was discussed.

**Step 3.** The Step 2 written answer shall settle the grievance unless it is appealed by a representative of the Union to the Laboratory Officer responsible for the administration

of this Agreement within five (5) working days after the Union's receipt of the 2nd Step written answer. The Union's appeal shall state its rebuttal to the 2nd Step answer.

The Union or Laboratory may request a meeting on the grievance, in which case the Laboratory Officer, along with other management representatives selected by the Officer, shall meet with the Union Committee, Business Representative, Steward and grievant(s). Management shall give its response, in writing, within seven (7) workdays of the conclusion of the Step 3 grievance meeting.

Grievances regarding discharge that are referred directly to Step 3 shall be heard no later than five (5) work days following the Laboratory's receipt of the grievance unless postponed by mutual agreement.

The answer shall settle the grievance unless appealed to arbitration in accordance with the provisions of this Article.

**Section 5.3 Resolution.** Grievances not appealed to the next succeeding step within the time limits specified above shall be deemed resolved for all purposes except where an extension of the time limit is mutually agreed. The term "working days" shall not include Saturdays, Sundays or holidays. If the Laboratory fails to answer within the period stated the Union may appeal to the next step or, where applicable, to arbitration within the time limit for appeal at that point.

**Section 5.4 Investigation and Processing of Grievances.** Grievances may be presented to and discussed with the relevant Supervisor and/or Manager during any regularly scheduled working hours. Investigation of the grievance by the steward or designee and aggrieved employee(s) shall not exceed one (1) hour, not including travel time, and shall be paid at the employees' regular rate of pay. This time limitation shall not apply when the steward/designee and grievant are discussing the grievance with management. No employee shall leave his/her work for the purpose of handling a grievance without first receiving permission from his/her supervisor.

**Section 5.5 Appeal to Arbitration.** The Laboratory's written answer to Step 3 of the grievance procedure may be appealed to arbitration by the Union within thirty (30) calendar days of the date of delivery of Step 3 answer, by a notice in writing to the designated Laboratory Officer. Any grievance not appealed to arbitration within this time period shall be dismissed and deemed settled on the basis of the Laboratory's Step 3 answer.

**Section 5.6 Selection of the Arbitrator.** Within seven (7) working days of receipt of a demand to arbitrate, issued in accordance with Section 5.5 above, the Laboratory and Union shall attempt to mutually select an acceptable arbitrator. If they fail to do so within this time period, the Union shall advise the American Arbitration Association, in writing, of their desire to arbitrate the grievance and request a list of seven (7) arbitrators, who are members of the National Academy of Arbitrators (NAA), from the Chicago area. Upon receipt of the list, the parties shall strike alternately the names of the list and the person whose name remains shall be the arbitrator. The loser of a coin-flip shall strike first.

**Section 5.7 Authority of the Arbitrator.** The decision of the arbitrator shall be in writing and shall be final and binding upon the Laboratory, the Union and the employee or employees involved and all other employees represented by the Union. The arbitrator may consider and decide only the particular grievance or grievances presented, and his decision shall be based

upon an interpretation of the provisions of this Agreement. The arbitrator shall not have the right to amend, take away, modify, add to, change or disregard any of the provisions of this Agreement; nor shall he have the power to change any penalty of discharge or suspension imposed by the Laboratory unless, upon the facts of the case presented before him, he finds that the Laboratory has violated the terms of this Agreement. In cases of grievances involving the loss of time and/or money, the arbitrator may order reinstatement and/or back pay, but in no event shall back pay be awarded for any time period prior to the event that gave rise to the grievance.

The parties shall equally share the fees and expenses of the Arbitrator; all other expenses shall be borne by the party incurring them.

## ARTICLE 6 ATTENDANCE AND DISCIPLINE

**Section 6.1 Attendance.** Good attendance at work by every employee is necessary for the efficient operation of the Laboratory. Each employee is expected at work on all scheduled workdays and during all scheduled work hours and to report to work on time. Each employee must notify his/her supervisor as far in advance as possible, but not later than his/her scheduled starting time if he/she expects to be late or absent. In the event the direct supervisor is unavailable, the employee should call extension 3711 and speak to the department supervisor to report the absence or late arrival. If the department supervisor is unavailable the employee may leave a voice mail message with his/her supervisor as far in advance as possible.

An employee who fails to contact his/her immediate supervisor or other department-designated personnel within three (3) workdays may be considered as having voluntarily resigned.

**Section 6.2 Discipline.** The Laboratory shall discipline and/or discharge employees with just cause and shall use a discipline policy whose goal it is to correct an employee's deficiencies through progressive discipline. The progressive disciplinary steps are:

- (a). Oral Reprimand -- used to call the employee's attention to relatively minor first offenses. The problem and expected corrections will be explained by the employee's supervisor. A written record of the oral reprimand shall remain in an employee's personnel file for one year from the date of reprimand, after which time it shall be removed.
- (b). Letter of Warning -- used for repeated minor offenses or more serious first offenses. The letter will list the facts of the incident/problem, the consequences of continued unacceptable behavior and steps the employee should take for improvement. A letter of warning shall remain in an employee's personnel file for eighteen (18) months from its date of issuance, after which time it shall be removed.
- (c). Disciplinary suspension -- used for a serious first offense, after receiving two warning letters for similar offences or three warning letters for any offences or when an offense will probably be cause for termination based on a preliminary investigation but all the facts and evidence necessary to make a final decision have not been obtained. If the investigation absolves the suspended employee he/she will be reinstated and made whole for any losses. Suspensions shall not last longer than five (5) workdays except in



extreme cases involving more serious offenses for which the Laboratory can demonstrate that discharge will be the likely outcome. In this case, the suspension may last up to eight (8) work days provided the Lab needs this period of time to complete their investigation. A written record of the suspension shall remain in an employee's personnel file for two years from the date the suspension began, after which time it shall be removed.

(d). Termination -- used for a serious first offense or for an employee who has not responded to oral warnings, warning letters and/or suspension.

A copy of any discipline issued to an employee shall be provided to the employee and the Union Business Representative.

## ARTICLE 7 HOURS OF WORK

**Section 7.1 Intent of Parties.** This Article sets forth the Agreement concerning hours of work/overtime and (with the exception of Call-in Pay and Report-in Pay provisions) is not to be construed as a guarantee of a minimum or maximum hours of work per day or per week. There shall be no pyramiding of premium or overtime pay, and nothing in this Agreement shall be construed to require the payment of premium or overtime pay more than once for the same hours worked.

### Section 7.2 Definitions.

- (a). The payroll week of each employee shall commence at midnight on Sunday of each week.
- (b). The workday of each employee shall commence with the time each calendar day at which the employee is scheduled to commence work. For the purpose of this Article, all consecutive hours of work shall be considered as being on the same calendar day as the first of such consecutive hours.
- (c). "Basic hourly rate" is defined as the hourly rate of an employee excluding any premium pay.
- (d). "Regular hourly rate" is defined as basic hourly rate plus shift premium, if any.
- (e). The workday of each employee shall begin with the time each calendar day at which the employee commences to work and shall continue for the next twenty-four (24) hours. A standard work schedule shall be eight (8) hours per day.

Shift one will commence at 7:00 a.m.

Shift two will commence between 4:00 p.m. and 6:00 p.m.

Shift three will commence between 11:00 p.m. and 1:00 a.m.

The Laboratory shall provide employees with a one-week notice of any change in their work schedule within the parameters of this paragraph.

**Section 7.3 Overtime Premium.** Overtime premium will be paid as follows: Time and one-half for any authorized hours of work performed in excess of forty (40) hours in a work week. If, during the term of this Agreement, any changes are made in the method of overtime payment for non-bargaining unit employees, those same changes will be made for employees covered by this Agreement.

For the purpose of calculating overtime, paid time off for holidays, if the holiday falls on a day the employee is scheduled to work, paid vacations, bereavement leave (funeral leave) and jury duty leave will be considered as time worked for the purpose of calculating the 40-hour threshold for overtime.

**Section 7.4 Authorization for Premium Time.** No premium time shall be worked unless first authorized by the employee's supervisor.

**Section 7.5 Call-In Pay.** An employee who is called back to work outside and not adjacent to their normal scheduled work hours having left the Laboratory, shall be guaranteed a minimum of four (4) hours pay at one and one-half (1 ½ )times their regular hourly rate of pay or their applicable rate, whichever is greater.

**Section 7.6 Report-In Pay.** Whenever an employee reports to work at the Laboratory in accordance with the instruction of supervision, he shall be paid for all time worked according to the other provisions of this Agreement, but, in any event he shall receive not less than four (4) hours' pay at his regular hourly rate.

**Section 7.7 Overtime Distribution.** The Laboratory will distribute overtime opportunities fairly among employees performing the same type and grade of work within occupational groups. Shift assignment, familiarity with work and other considerations may affect the overtime distribution.

The Laboratory shall give employees as much notice as possible of available overtime work. Employees have the right to refuse overtime, in which case they shall be charged for all overtime refused beginning with the fourth refusal in a contract year. In the event that an insufficient number of employees voluntarily accept overtime, overtime shall be assigned to the qualified employees with the lowest accumulated overtime record.

The Laboratory shall maintain a list of all bargaining unit employees showing overtime worked and refused by each employee in each occupational group. Such list will be posted on the notice board for general information and will be updated on a weekly basis. Employees who have questions or disagreements with the correctness of the overtime list should discuss the matter with their supervisor. Should the discussion not resolve the matter, employees have recourse through the grievance procedure. Where it is determined that an inequity in distribution has occurred, the inequity shall be corrected by the scheduling of subsequent overtime opportunities until the opportunities are as fairly balanced as the circumstances permit. The Laboratory shall not be obligated to pay for time not actually worked under any circumstances. Overtime lists shall be provided to the Union Business Representative upon request.

**Section 7.8 Overtime Equalization - Charging.** For the purposes of maintaining the overtime list referenced above, only employees who actually work overtime, or are asked to work and refuse, will be charged the overtime hours. Employees on vacation will not be required to work



the call-in and overtime provisions of this Article nor will they be charged overtime unless worked.

Employees are required to work all overtime hours they accept, up to a maximum of four (4) hours on any one work day, Monday through Friday, or eight (8) hours on a Saturday, unless they must leave work due to illness, injury, family necessity or other reasonable excuse.

Overtime which is originally scheduled but withdrawn by the Lab prior to actually being worked shall not be charged to any employee. Multiple requests for the same overtime hours shall not result in charging for any more hours than the actual amount of hours to be worked on overtime.

**Section 7.9** Emergency overtime assignments shall be assigned to the qualified employee(s) with the lowest accumulated overtime record. Such employee(s) shall be obligated to carry out the assignment (if no volunteers are available) and such work shall be charged for overtime distribution purposes.

**Section 7.10** The record of overtime assignments will be reviewed and averaged by payroll quarter following the date of this Agreement for the life of the Agreement and any extensions thereof. Any employee whose charged overtime record is found upon such review to exceed twenty (20) hours over the average of employees in his overtime distribution group will not be given further assignments until such average is approximately equal to that employee's record.

**Section 7.11** An employee entering or re-entering the bargaining unit, an apprentice, or an employee who is reclassified will be charged with overtime in the following manner:

- (a) An employee recalled from layoff shall be charged with the average overtime hours of his occupational group.
- (b) An employee transferred back into the Bargaining Unit shall be returned to the overtime table at the same relative position with respect to the group average which the employee had at the time of transfer out of the Bargaining Unit.
- (c) An employee who is reclassified shall carry with him to his new occupational group the number of overtime hours he had in his previous occupational group, or the average hours of the new occupational group, whichever is the higher.

**Section 7.12 Conference and Medical Examination Time.** Any employee who is expressly required by a supervisor or any other representative of the management to report at the Laboratory outside of regularly scheduled working hours will be paid for all time spent in conference or examination at his regular hourly rate, plus any applicable premium pay computed under Section 7.3., but in any event the employee shall be guaranteed two (2) hours' pay at his regularly hourly rate. This Section shall not apply to any time spent in investigating, handling or processing a grievance nor to call-in time under Section 7.5., nor shall this Section be applicable where the employee is already receiving pay for excused absence (including disability leave) on the work day on which the conference or medical examination occurs.

**Section 7.13 Overtime Lunch Period.** An employee who is required to work more than ten (10) consecutive hours (excluding the regular lunch period) shall be allowed a fifteen (15)

minute coffee break at the end of eight (8) hours and shall be permitted to take thirty (30) minutes off after ten (10) hours for a lunch period, with pay, at the same rate he was receiving when he began this lunch period. Any employee who is called in by the laboratory for emergency work outside of his regularly scheduled hours of work for a period of more than four (4) consecutive hours shall be permitted to take thirty (30) minutes off for a lunch period without loss of pay.

**Section 7.14 Shift Assignment.** Where operational requirements permit, consideration will be given to employees' shift preferences on the basis of seniority. Selection of employees for any evening or night shift shall be made among qualified volunteers; if there are not sufficient qualified volunteers, assignment to the 2<sup>nd</sup> and 3<sup>rd</sup> shift(s) will be made by the assignment of the least senior qualified employee in each job classification, excluding employees who have not passed their probationary period, in order to meet the operational needs of the Laboratory. An employee will be given at least one (1) week's notice of a change in his shift. The Union will be provided with the names of the employees who have been assigned to night shifts.

A shift premium of 7% will be paid to employees who work the second shift and 10% will be paid to employees who work the third shift. Shift preference will be granted on the basis of seniority. Shift Premium will be paid if employee works more than four (4) hours outside of his/her day shift starting and/or quitting time.

**Section 7.15 Lunch and Breaks.** Each shift will include a thirty- (30) minute unpaid lunch break scheduled according to operational needs (normally plus or minus one hour of the middle of the scheduled shift). Employees are permitted a five (5) minute paid wash-up time prior to the lunch period.

Each shift will include two (2) paid fifteen (15) minute breaks scheduled according to operational needs (normally around the middle of the first and second halves of each shift).

**Section 7.16** The following work schedule will apply to those employees who are assigned to work with radioactive or toxic materials:

- a) Five (5) minutes for change of clothing at the start of the shift.
- b) Such time as is reasonable and necessary for wash-up and change of clothing before the rest period during the first half of the shift, fifteen (15) minute rest period, and such time as is reasonable and necessary for change of clothing after rest period (second shift only).
- c) Ten (10) minute wash-up and change of clothing period before lunch and a five (5) minute change of clothing period after lunch.
- d) Ten (10) minute wash-up and change of clothing period before the end of the shift.
- e) Such time as is reasonable and necessary for wash-up and change of clothing before the rest period during the second half of the shift, fifteen (15) minute rest period, and such time as is reasonable and necessary for change of clothing after rest period (second shift only).

## ARTICLE 8 HOLIDAYS

**Section 8.1 Recognized Holidays.** The following paid holidays shall be recognized:

New Years Day	Friday After Thanksgiving
Martin Luther King Jr. Birthday	One-half day Christmas Eve
Memorial Day	Christmas Day
Fourth of July	One-half day New Years Eve
Labor Day	Floating Holiday (one per calendar year)
Thanksgiving Day	

If any of the above holidays fall on a Saturday or Sunday, either the Friday preceding or the Monday following shall be recognized as the holiday as announced by the Laboratory. Laboratory recognized holiday(s) falling during scheduled vacation periods are holidays not vacation. Early in the year an official schedule of days on which holidays will be observed will be announced.

This list of recognized holidays will be automatically amended to include any additional holiday(s) which may be granted generally to employees of the Laboratory who are not covered by this Agreement, if such employees thereby receive more holidays than as provided by this Agreement.

### **Section 8.2 Basis of Pay.**

- (a) Holidays, when not worked by an employee, shall be compensated for on the basis of the employee's regular rate times the number of hours in that shift.
- (b) Double time plus holiday pay shall be paid for any authorized hours of work performed on a day designated by the Laboratory as a holiday or the day of national recognition for a holiday observed by the Laboratory. No employee will receive double time for both the day of national observance and the day observed by the Laboratory.
- (c) For purposes of clarification, on days designated as half-day holidays employees shall be paid at their regular hourly rate for the first four hours they are at work. Employees who are off work for the remaining four hours of that day shall receive four hours holiday pay, at their regular hourly rate, for these hours. Employees who work the second four hours, or any part thereof, on a designated half-day holiday, shall be paid at the rate of double time for all hours worked in excess of the first four hours as well as receiving the four hours holiday pay at their regular rate of pay.

**Section 8.3 Eligibility.** An employee will be eligible for holiday pay unless:

- (a) The employee is on layoff or leave of absence: or
- (b) The employee does not work the scheduled work day before and after the holiday and provided that absence on a qualifying day as specified below shall not disqualify;
  - (i) An occupational injury compensable under this Agreement; or
  - (ii) Jury or court summons, evidence of which shall be submitted in advance to the Personnel Department; or
  - (iii) Illness or disability compensable under this Agreement, which shall be supported by a doctor's certificate; or
  - (iv) Excused absence.
- (c) The employee is scheduled to work on the holiday and fails, without a reasonable excuse, to work as scheduled.

**ARTICLE 9 VACATIONS**

**Section 9.1 Vacation Eligibility and Amount.**

Employees who have a Laboratory employment date of 12/31/96 or earlier and who meet the eligibility requirements shall be entitled to an annual vacation and vacation pay in accordance with the following schedule:

<u>Length of Service</u>	<u>Monthly Accrual Rate</u>	<u>Annual Accrual Rate</u>
Date of hire	10 hours	15 days
From fifth (5 <sup>th</sup> ) anniversary	13 1/3 hours	20 days
From seventh (7 <sup>th</sup> ) anniversary	14 hours	21 days
From ninth (9 <sup>th</sup> ) anniversary	14 2/3 hours	22 days
From eleventh (11 <sup>th</sup> ) anniversary	15 1/3 hours	23 days
From thirteenth (13 <sup>th</sup> ) anniversary	16 hours	24 days
From fifteenth (15 <sup>th</sup> ) anniversary	16 2/3 hours	25 days
From seventeenth (17 <sup>th</sup> ) anniversary	17 1/3 hours	26 days
From nineteenth (19 <sup>th</sup> ) anniversary	18 hours	27 days
From twenty-first (21 <sup>st</sup> ) anniversary	18 2/3 hours	28 days
From twenty-third (23 <sup>rd</sup> ) anniversary	19 1/3 hours	29 days
From the twenty-fifth (25 <sup>th</sup> ) anniversary	20 hours	30 days

Employees who have a Laboratory employment date of 1/1/97 or later and who meet the eligibility requirements shall be entitled to an annual vacation and vacation pay in accordance with the following schedule:



<u>Length of Service</u>	<u>Monthly Accrual Rate</u>	<u>Annual Accrual Rate</u>
Date of hire	10 hours	15 days
From fifth (5 <sup>th</sup> ) anniversary	12 hours	18 days
From tenth (10 <sup>th</sup> ) anniversary	14 hours	21 days
From fifteenth (15 <sup>th</sup> ) anniversary	16 hours	24 days

**Section 9.2 Regulations.**

- (a) An employee will accrue vacation benefits monthly at a rate proportional to his years of continuous service and consistent with the schedule set forth in Section 9.1. of this Article. An employee must be in pay status for at least eleven (11) working days in each month to earn vacation credit for that month. Vacation shall be credited to the employee's account in the month following the month in which it was earned.
- (b) A new employee shall not earn vacation until he has completed three (3) calendar months of employment in which he has been in pay status at least eleven (11) working days each month, at which time he will be given credit for vacation earned during that period.
- (c) Subject to supervisory approval based on operation needs of the Laboratory, an employee may use vacations credited to him/her in any amount.
- (d) Each day of vacation will be paid at eight (8) times the employee's basic hourly rate.
- (e) Vacation credited to an employee's vacation account may not exceed twenty-four (24) times the employee's monthly accrual rate.
- (f) Upon termination of employment, an employee shall be paid for any unused vacation benefits.
- (g) Upon recall from layoff, return from leave of absence, or reinstatement following military service, if the employee has retained seniority under Article X, his date of employment for the purpose of determining the amount of his monthly accrual of vacation benefit under Section 9.1. shall be the same as it was immediately prior to his layoff or leave of absence, and he shall commence earning vacation with the date of his reinstatement. An employee who is rehired shall earn vacation in the same manner as a newly hired employee.
- (h) Vacations of one week or more shall be scheduled within a supervisory group based upon an employee's seniority with respect to other employees in a classification, provided that an employee, to be assured of being scheduled in his proper order of seniority, must file their vacation request prior to the first day of May in each vacation year.

**ARTICLE 10 SENIORITY**

**Section 10.1 Seniority Rating.** Seniority is the date an employee enters the bargaining unit. Time off on account of disability, excused absence or for official Union business shall be included in the accrual of seniority. Seniority rights as created by this Agreement exist only to

the extent expressed herein, serve as a qualification for benefits and/or rights as expressly provided in this Agreement and for no other purpose; they are limited exclusively to this Laboratory and cannot be exercised elsewhere under any circumstance.

**Section 10.2 Acquiring Seniority.** Each new employee covered by this Agreement shall be considered as a probationary employee for the first six (6) months of employment with the Laboratory, after which his seniority shall date back to the date of hire. There shall be no seniority among probationary employee, and accordingly, they may be laid off, discharged, or otherwise terminated in the sole discretion of the Laboratory, and grievance shall not be presented in connection with the fact or circumstances of such action.

**Section 10.3 Apprentice Seniority.** Notwithstanding any other provision of this Agreement, apprentices shall accrue seniority for layoff purposes while in the apprenticeship training up to a maximum of five years. Upon completion of the apprenticeship and placement in a journeyman classification, these employees shall receive an additional year of seniority credit for every year worked, if required to restore any lost seniority, until such time as all seniority is restored dating from the time the employee entered the bargaining unit. An employee's date of hire will always be used for benefit determination.

**Section 10.4 Loss of Seniority.** Seniority and the employment relationship shall terminate when an employee:

- (a) Is discharged for just cause;
- (b) Is laid off or absent for any reason for a period equal to the employee's seniority as of his/her last day of work, up to a maximum of twenty-four (24) months;
- (c) Retires or is retired under the retirement program;
- (d) Voluntarily quits;
- (e) Fails to return to work within ten (10) working days of receipt of a recall from layoff, unless an extension of time is mutually agreed upon between the employee and Laboratory;
- (f) Fails to notify the Laboratory of an absence within three (3) working days;
- (g) Overstays a leave of absence, gives a false reason to obtain the leave or overstays a vacation unless the employee furnishes a reasonably acceptable excuse. No excuse will be acceptable if the employee could have called the Laboratory to tell of the delay prior to or at the beginning of his/her first scheduled work day following vacation, but did not.

Seniority rights shall continue to accrue during absences due to approved Workers Compensation injuries or illnesses.

**Section 10.5 Reduction in Force.** In the event of a layoff, probationary and temporary employees in the affected occupational groups (if any) shall be laid off first. Further reductions, if necessary, shall be made on the basis of occupational group in inverse order of seniority. Employees with the greatest seniority in the occupational group affected by the reduction in force that have the ability without additional training (as differentiated from orientation) to perform the remaining work in the occupation group shall be retained. In the event employees have the same seniority date, the employee(s) with the higher payroll number will be laid off first.

For purposes of this Article, there are four work groups:

Group I Machinist	Group II Machine Repair	Group III Welder	Group IV MSA
Working Foreman	Working Foreman	Working Foreman	Lead Machine Shop Ass't.
Instrument Machinist	Lead Machine Repair	Lead Instrument Welder	Machine Shop Assistant
Instrument Maker	Repair Machinist	Instrument Welder	Machine Repair Mechanic
CNC Machinist		Production Welder	
Machining Specialist			
Apprentice			

Laid off employees shall receive the following severance pay:

Service	Severance Pay
6 months to 3 years	1 week
3 to 5 years	2 weeks
5 to 10 years*	4 weeks
*for each additional 5 years or fraction thereof	2 additional weeks

**Section 10.6 Recall.** Recall offers shall be made in the inverse order in which employees were laid off. Employees subject to recall shall be notified by certified letter, return receipt requested, mailed to the employee's last address appearing on the Laboratory records.

**Section 10.7 Promotion/Transfer out of Bargaining Unit.** Employees who either transfer or are promoted out of the bargaining unit into other positions, including supervision, shall retain, but not accumulate, seniority for six (6) months from their last day of work in the unit. After six (6) months said employees shall lose all seniority. Employees who return to the unit within the six (6) month period of time shall resume accumulating seniority effective their first day of work in the unit.

**Section 10.8 Seniority Lists.** The Laboratory agrees to compile and furnish to the Union and post a list for each occupational group showing the seniority and job classification of each employee, effective as of the date of this Agreement; and to furnish and post new seniority lists in January and July of each year as long as this Agreement is in effect.

**Section 10.9 Job Bidding and Selection.** Employee signature and payroll number on a bid sheet maintained in the Machine Shop will be considered applications for promotion opportunities. Employees may apply on or remove their names from the bid sheet up to the stipulated closing

date for applications. The vacancy will be filled by the date indicated on the posted notice provided there is a qualified applicant and the vacancy still exists. Each employee who is absent from work on a scheduled vacation or authorized leave of absence at the time of notice of vacancy is posted shall be deemed to have applied for such vacancy. If such an employee is selected to fill the vacancy and remains on vacation or leave of absence at the time of selection, the position will be held open pending his return to work (subject to being filled temporarily) until:

- (a) the end of the first working day following the employee's return to work if he was on vacation, and
- (b) the end of the first working day following the employee's return to work, or the expiration of thirty (30) calendar days, whichever first occurs, if he was on leave of absence.

If it is ascertained that no currently employed unit member has sufficient qualifications to fill the position, the vacancy may be filled by a new hire. In those cases where more than one qualified applicant for such promotion opportunities have approximately equal qualifications based on ability, experience, skill and demonstrated work habits, the employee with the greatest seniority will be entitled to the job. It is recognized that qualifications may in some cases include a personal ability to work cooperatively with scientists, engineers, technicians and other non-unit persons.

Employees who have applied for such jobs shall be required to accept assignment to them.

**Section 10.10 Removal from Job.** An employee who is promoted to a new job or who successfully bids for a change of location pursuant to the foregoing provisions may be removed from such job and returned to his former position if he fails to perform the work satisfactorily, as determined by the Superintendent of Shops, or if he/she is displaced by a successful grievant.

## ARTICLE 11    DISABILITY LEAVE

**Section 11.1 Workers Compensation.** An employee absent from his/her work because of occupational disability may be entitled to benefits under the Illinois Worker's Compensation Act or the Illinois Occupational Diseases Act.

**Supplemental Pay.** Pursuant to the terms and/or duration of such policy and for the Term of the Agreement the Laboratory will supplement any payments under the Illinois Worker's Compensation Act or the Illinois Occupational Diseases Act, so that the total received will equal what the employee would have received at his/her basic hourly rate for scheduled work time, not to exceed eight (8) hours per day and 40 hours per week. The Laboratory's supplement may continue up to 90 working days for each disability.

**Reporting Workers Compensation Accidents or Illness.** All occupational accidents or illnesses must be reported to the Medical Office. An employee should not be away from work without prior authorization and he/she must report details to his/her supervisor, and to the Medical Office as soon as possible. Failure to immediately report injuries on the job may cause a delay in processing of the claim and, thus, payment to the individual.

**Requirements for Certification.** To be eligible for occupational disability payment the employee must permit examination by a doctor. If the injury, illness or applicable law requires it, medical care must be given or must be arranged by the Laboratory.

When being treated by an employee's personal physician for occupational injury and/or disablement; a summary of the condition (including diagnosis, treatment, and prognosis) must be provided by that physician to the Laboratory physician before the disabled or injured employee returns to work in order to guide and ensure proper placement and protection of the employee and fellow workers.

**Section 11.2. Non-Occupational Disability Leave Definition.** Sick leave is any absence due to an employee's injury or illness not connected with employment at the Laboratory.

**Section 11.3. Accrual.** Employees accrue sick leave at the rate of one hundred forty-four (144) hours per anniversary year, to a total not to exceed one thousand forty (1040) hours. Accrual will be on a monthly basis (12 hours per month) for each calendar month for which the employee is in pay status at least eleven (11) days.

**Section 11.4. Pay.** Employees will receive pay at their basic hourly rate times the number of hours in their scheduled shift beginning with the first hour of absence from scheduled work. Payment for sick leave will continue until the accrued sick leave in the employee's account is exhausted.

Exceptions:

- (a) conditions resulting from work for another employer will not qualify
- (b) conditions resulting from a willful violation of law will not qualify.

Each employee may request information on his sick leave balance from the Payroll Office.

**Section 11.5 Payment on Release for Health Reasons.** In the event that an employee is released by the Laboratory pursuant to a determination of the Medical Office under Section 14.4, he shall be paid eight (8) hours pay at his basic rate for each day accumulated in his unused non-occupational disability leave account as of the date of release. Such payments shall be made weekly or in a lump sum at the election of the employee.

**Section 11.6 Undocumented Leave Limitations.** In the event any employee takes in excess of 24 hours of undocumented sick leave in a quarter, any sick leave taken for the three month period following the day the employee reached 24 hours of sick leave use must be certified in accordance with the provisions of this Section. Excessive sick leave use that is uncertified will be disapproved and considered an unexcused absence.

An employee receiving sick leave who is required to provide medical certification shall provide written documentation from his/her doctor to the Lab's Medical Office for each period of disability. The Medical Office will verify with Payroll that proper documentation has been received. Appropriate certification includes a written statement from the recognized medical provider including a doctor's diagnosis, dates of any doctor visits, a medical confirmation that the employee is/was unable to work due to illness/injury and the period of absence covered by the illness/injury. The recognized medical provider shall sign the documentation.

**Section 11.7 Special Extension of Disability.** Employees are eligible for a special extension of sick leave benefits if they have at least three (3) years of continuous service at the time of their absence, will be unable to work for a period of time in excess of thirty (30) working days and have less than 1040 hours of accumulated sick leave benefit. In this case, employees will be provided with a sick leave extension benefit of 1/2 basic hourly rate for a period of time equal to the amount of sick leave they had in their sick leave account (not to exceed six (6) months) from the first day they were unable to work up until they become eligible for the long-term disability benefit. This benefit will be paid at the rate of one-half the employee's basic hourly rate not to exceed eight (8) hours per day or forty (40) hours per week. Prior to receiving this extension benefit employees must use up all accumulated sick leave, all vacations and all floating holidays.

## ARTICLE 12 ABSENCES

**Section 12.1 Absence on Union Business.** Employees with at least one (1) year of continuous service may be permitted to have excused absence without pay to perform Union duties as provided herein. Employees may be excused for a period of absence for Union business up to two (2) weeks, provided that the Union notifies the Laboratory in writing at least one (1) month in advance of each such absence. An employee may return from leave on Union business, provided that reductions in force have not removed all employees with equal or less seniority in his seniority group. He will return to work in his former seniority group at his/her rate of pay plus any general increase granted for his classification during his absence. The total number absent at any one time on Union business shall not exceed three (3).

**Section 12.2 Military Service.** Both the Union and Laboratory acknowledge their duties to observe and comply with all applicable Federal and State laws, executive orders and rules and regulations concerning the reemployment of employees who enter the Armed Forces of the United States Government, any action in reliance upon or in accordance with laws, orders or governmental rules and regulations shall not be deemed to constitute a violation of this Agreement.

An employee will be paid at his/her regular rate of pay for time spent during pre-induction or reservist physical examinations or other required appearances of up to eight hours.

An employee who is a member of the United States Army, Navy, Air Force, Marine Corps, Coast Guard, National Guard and corresponding Reserve units will be granted supplemental pay for leave of absence for military service, training or related obligations for a maximum of fifteen (15) working days per calendar year. Military base pay and longevity are included in the supplemental pay calculation however; pay for special activities (e.g. flight pay) and special allowances (e.g., subsistence and quarters) are excluded. Military pay for normally scheduled days of rest is also excluded. If an employee is ordered to active duty for an emergency duty call-up, he/she may receive supplemental pay for a period of up to sixty (60) calendar days.

During a military leave of less than 31 days, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work. For military leaves of more than 30 days, an employee may elect to continue his/her health coverage for up to 18 months of unformed service, but may be required to pay all or part of the premium for the continuation coverage.

Upon receipt of order for active or reserve duty, an employee should notify his/her supervisor, as soon as possible, and submit a copy of the military orders to his/her supervisor (unless he/she is unable to do so because of military necessity or it is otherwise impossible or unreasonable).

**Section 12.3 Absence for Jury Duty.** An employee called to serve as a juror shall be paid his/her regular base rate for all hours of work lost because of such service, up to a maximum of the normal shift duration provided that, as a condition precedent to receipt of this benefit, the employee claiming jury duty payment must:

- (a) Send payroll a copy of your jury summons for documenting the time period of jury duty.
- (b) Indicate the time spent on jury duty on the time report.

Employees on jury duty are expected to report to work in the event they are excused from jury duty because of a holiday that is not recognized by this collective bargaining agreement.

**Section 12.4 Leave of Absence.** Leave of Absence is defined as any excused absence of thirty (30) consecutive calendar days or more in duration. Employees other than probationary employees may be granted a leave of absence without pay for a period not exceeding ninety (90) days for any reason upon approval of the Laboratory; such leaves may be extended if approval is obtained from the Laboratory. The approval shall be in writing and copies shall be furnished to the employee, the Laboratory and the Union.

**Section 12.5 Status of Benefits.** For the term of the Agreement, the bargaining unit will be entitled to the current Laboratory policy on health benefit maintenance in a layoff situation pursuant to the terms and or duration of such policy. In the event of layoff affected employees may receive extended COBRA benefits for up to three years. Under such circumstances, the following payment schedule shall apply:

- (a) First 12 months beginning with the month of termination, affected employees will pay the employee deduction amount in effect for the month for which payment is made.
- (b) Second 12 months beginning with the anniversary month of termination, affected employees will pay one-half of what would be the COBRA rate for the month of which payment is made.
- (c) Third 12 months beginning with the anniversary month of termination, affected employees will pay the full COBRA rate.

**Section 12.6 Bereavement Leave.** Employees who suffer a death in their immediate family (defined as spouse, child, sibling, parent, grandparent, grandchild, foster parent, parent in-law and step parent) shall be excused from work to make arrangements for and to attend the funeral of the deceased. The Laboratory shall allow up to three (3) consecutive days leave for this purpose. Payment will be a maximum of eight (8) hours pay per day.

To receive bereavement leave pay an employee must notify and receive approval from their department head prior to taking the leave and, upon returning to work, record their absence as Bereavement Leave on the weekly time report. The Laboratory may request proof of death and attendance at the funeral prior to paying for the leave.



## ARTICLE 13 HEALTH AND SAFETY

**Section 13.1 Work Rules.** The Laboratory shall have the right to make and enforce work rules necessary to provide safe working conditions.

**Section 13.2 Safety Equipment.** All employees shall conform to safety rules presently in effect or those, which may be put into effect by the Laboratory. The Laboratory will continue to make such provisions for health and safety of employees (including protective devices, clothing and other equipment) as it determines to be necessary for proper protection at the Laboratory. The Laboratory will provide employees with safety shoes, safety glasses, lab coats, machinists' aprons and protective clothing for welders.

### Section 13.3 Safety Committee - Contract Appendix 1

**Section 13.4 Physical Examinations and Release for Health Reasons.** The Laboratory reserves the right as a condition of employment, or continued employment, to require a physical examination of all employees. When a question concerning the physical or emotional fitness for continued employment of any employee arises, the Laboratory shall notify the employee and allow him a reasonable opportunity to consult his own doctor before a final determination is made by the Medical Office. Before making his final determination, the Medical Office shall:

- (a) conduct the indicated examinations of the employee,
- (b) if requested by the employee, consider a report submitted by the employee's designated personal physician,
- (c) if requested in writing by the employee, provide a report to the employee's designated personal physician, and
- (d) if requested in writing by the employee, discuss the matter with the employee's designated personal physician, with a view to obtaining all pertinent medical information as an aid in making a determination.

The decision of the Medical Office as to the physical or emotional fitness of the employee for continued employment at the Laboratory shall not be subject to the Grievance Procedure or arbitration; however, the issue as to whether the action of the Laboratory management in releasing the employee for physical or emotional reasons was arbitrary or capricious shall be subject to the Grievance Procedure or arbitration and may be taken to arbitration. When the Medical Office is of the opinion that an employee is no longer able, for health reasons, to continue in his present position, the Human Resources will make every reasonable effort to offer employment in a different position for which the employee is qualified. The Laboratory will give every consideration to rehiring a released employee in the event he feels that his health has improved sufficiently.

**Section 13.5 Notice of Occupational Injuries.** The Laboratory will notify the Union once a week of all occupational injuries reported to the Medical Office by employees.

**Section 13.6 Notice of Work Restrictions.** An employee shall be informed of any work restriction for medical reasons established by the Laboratory and of the termination of any such restriction.

**Section 13.7 Work Clothing Allowance.** Welders and employees assigned to machine repair shall have an annual clothing allowance of \$270.00 which shall be paid in December of each year.

#### ARTICLE 14 RETIREMENT AND INSURANCE

**Section 14.1 Retirement Plan.** The Laboratory shall continue in effect the retirement plan currently covering employees who are members of the bargaining unit, except as such plan is hereafter modified pursuant to the terms of said plan.

**Section 14.2 Group Insurance.** The Laboratory shall continue in effect the group insurance programs presently available to Laboratory employees except as hereafter modified pursuant to the terms of the plan.

#### ARTICLE 15 WAGES

Basic Hourly Rates effective November 1, 2012 – Year 1

0% increase (pay freeze). \$1,000 insurance offset for Year 1 = .48.

	Start	12 months
<b>Occupational Group 1</b>		
Machining Specialist	\$32.91	\$34.91
Working Foreman	\$31.34	\$33.22
Instrument Maker CNC Machinist	\$30.35	\$32.19
Instrument Machinist	\$29.51	\$31.56
<b>Occupational Group 2</b>		
Working Foreman	\$31.53	\$33.22
Lead Machine Repair	\$30.35	\$32.19
Repair Machinist	\$29.51	\$31.56
<b>Occupational Group 3</b>		
Working Foreman	\$31.53	\$33.22
Lead Instrument Welder	\$30.35	\$32.19
Instrument Welder	\$29.51	\$31.56
Production Welder	\$21.67	\$22.82
<b>Occupational Group 4</b>		
Machine Repair Mechanic	\$22.25	\$23.29
Lead Machine Shop Assistant	\$21.67	\$22.82
Machine Shop Assistant	\$21.10	\$22.36



Article 15.1 Wage Rate Tables Basic Hourly Rates effective November 1, 2013 – Year 2  
 0% increase (pay freeze). \$1,000 insurance offset for Year 2 = .48.

	Start	12 months
<b>Occupational Group 1</b>		
Machining Specialist	\$33.39	\$35.39
Working Foreman	\$31.82	\$33.70
Instrument Maker CNC Machinist	\$30.83	\$32.67
Instrument Machinist	\$29.99	\$32.04
<b>Occupational Group 2</b>		
Working Foreman	\$32.01	\$33.70
Lead Machine Repair	\$30.83	\$32.67
Repair Machinist	\$29.99	\$32.04
<b>Occupational Group 3</b>		
Working Foreman	\$32.01	\$33.70
Lead Instrument Welder	\$30.83	\$32.67
Instrument Welder	\$29.99	\$32.04
Production Welder	\$22.15	\$23.30
<b>Occupational Group 4</b>		
Machine Repair Mechanic	\$22.73	\$23.77
Lead Machine Shop Assistant	\$22.15	\$23.30
Machine Shop Assistant	\$21.58	\$22.84

Article 15.1 Wage Rate Tables Basic Hourly Rates effective November 1, 2014 – Year 3  
 Wage Reopener if Laboratory salary freeze is lifted in FY2013

	Start	12 months
<b>Occupational Group 1</b>		
Machining Specialist	Subject to wage reopener	Subject to wage reopener
Working Foreman	Subject to wage reopener	Subject to wage reopener
Instrument Maker CNC Machinist	Subject to wage reopener	Subject to wage reopener
Instrument Machinist	Subject to wage reopener	Subject to wage reopener
<b>Occupational Group 2</b>		
Working Foreman	Subject to wage reopener	Subject to wage reopener
Lead Machine Repair	Subject to wage reopener	Subject to wage reopener
Repair Machinist	Subject to wage reopener	Subject to wage reopener
<b>Occupational Group 3</b>		
Working Foreman	Subject to wage reopener	Subject to wage reopener
Lead Instrument Welder	Subject to wage reopener	Subject to wage reopener
Instrument Welder	Subject to wage reopener	Subject to wage reopener
Production Welder	Subject to wage reopener	Subject to wage reopener
<b>Occupational Group 4</b>		
Machine Repair Mechanic	Subject to wage reopener	Subject to wage reopener
Lead Machine Shop Assistant	Subject to wage reopener	Subject to wage reopener
Machine Shop Assistant	Subject to wage reopener	Subject to wage reopener



This is a schedule of minimum rates; the Laboratory may pay at rates above those listed to employees whose work performance, as evaluated by the Laboratory, merits such treatment.

Employees who are promoted to a higher classification shall be paid at the equivalent bargaining unit seniority rate in the higher classification as they previously occupied in the lower classification

Apprentice Rates effective November 1, 2012

	Machinists	Welders
Start	\$15.31	\$16.21
12 months	\$16.65	\$18.46
18 months	\$18.01	\$20.72
24 months	\$19.37	\$22.96
30 months	\$20.72	\$25.18
36 months	\$22.06	
42 months	\$23.38	
48 months	\$24.74	
54 months	\$26.10	

Apprentice Rates effective November 1, 2013

	Machinists	Welders
Start	\$15.79	\$16.69
12 months	\$17.13	\$18.94
18 months	\$18.49	\$21.20
24 months	\$19.85	\$23.44
30 months	\$21.20	\$25.66
36 months	\$22.54	
42 months	\$23.86	
48 months	\$25.22	
54 months	\$26.58	

Apprentice Rates effective November 1, 2014

Wage Reopener if Laboratory salary freeze is lifted in FY2013

Machinists	Machinists	Welders
Start	Subject to wage reopener	Subject to wage reopener
12 months	Subject to wage reopener	Subject to wage reopener
18 months	Subject to wage reopener	Subject to wage reopener
24 months	Subject to wage reopener	Subject to wage reopener
30 months	Subject to wage reopener	Subject to wage reopener
36 months	Subject to wage reopener	
42 months	Subject to wage reopener	
48 months	Subject to wage reopener	
54 months	Subject to wage reopener	



**Section 15.2 New Classification.** When the Laboratory establishes a new job classification to be filled with employees in the bargaining unit, the Laboratory will establish the applicable wage rate for such job classification and the occupational group into which such classification shall be placed, subject to the Grievance Procedure.

**Section 15.3 Paydays.** The regularly scheduled payday shall be the Friday following the week in which wages are earned. All wages shall be paid on the employee's regularly scheduled payday, including regular pay, premium pay, excused absence pay and disability leave pay, subject to the limitations of the other provisions of this Agreement. Vacation pay will be paid in advance of the vacation period provided the employee gives at least seven (7) calendar days' notice in advance. Each employee will be paid at least eight (8) hours pay at his hourly rate for the day he first is put on the payroll and also for the day he is processed for termination.

Unless an employee chooses in writing not to have the paycheck deposited electronically, all wages shall be paid electronically via direct deposit by 9:00 a.m. on the employee's regularly scheduled payday. Employees who want electronic deposit of wages shall provide the Payroll Department with an account number.

**Section 15.4 Working Foreman Pay.** Employees who are not classified as a working foreman but who are requested to perform working foreman duties shall be paid at the working foreman pay rate after working twenty-four (24) hours or more in a work week in this classification.

## ARTICLE 16 APPRENTICES

**Section 16.1 Selection of Apprentices.** Apprentices will be selected without regard to their race, color, creed, religious belief, sex or nationality, and with a concern only for their ability to learn the trade and perform the work available. The Laboratory shall be vested, solely and exclusively, with the right to select and determine the number of apprentices and to set the standards of their training, provided such standards are in accord with the Federal Apprenticeship Program. The Union shall be notified of the names of all apprentices and shall be furnished copies of training programs.

**Section 16.2 Apprentice Committee.** An Apprentice Committee, composed of six (6) members, shall be established, three (3) members to be appointed by the Union and three (3) members to be appointed by the Laboratory. The Committee shall be consulted with respect to training and evaluation of apprentices.

The Apprentice Committee shall advise the Superintendent on the establishment of a curriculum for C.N.C. training program.

**Section 16.3 Apprentice Graduation.** Upon graduation, Apprentices will be placed in an established Machine Shop (either the Village or Wilson Hall) dependent on the prevailing mix of skills in those locations. In each case, consideration for placement in the Village Shop shall take initial priority.



## ARTICLE 17 NON-DISCRIMINATION

**Section 17.1** The parties agree to adhere to all applicable law relating to discrimination as it applies to them. The Union acknowledges the Laboratory's Affirmative Action obligation pursuant to Executive Order No. 11246.

## ARTICLE 18 OTHER TERMS AND BENEFITS

**Section 18.1** The Laboratory will make available at no cost to employees insurance coverage against loss of fire or theft of complete tool box and contents owned by the employee while such is on Laboratory premises for use in connection with the employee's work, and while in transit to or while being used in connection with a field service assignment. The maximum coverage provided under such policy shall be \$3,500 (of which \$500 will be the limit of coverage for the tool box) with a \$100 deductible provision. Losses under the policy will be settled by the insurance company directly with the employee, with the employee bearing the deductible amount. The Laboratory reserves the right to self-insure for the benefits of this provision, provided no reduction in coverage results. The Laboratory reserves the right to require, as a condition to granting this insurance benefit, that each employee maintain with shop supervision an up-to-date inventory of tools covered by this insurance.

### **Section 18.2 Location of Machine Tools**

The Superintendent or his designee will review the locations and usage of current machine tools not located in either the main shop or in a satellite machine shop at least once every year or whenever a specific complaint is filed about a specific area. If it is determined that machine tools are being used to do machinist work the work will be pulled from the area and either placed in the main shop or sent to an outside vendor. Repeated documented offenses of this Section will result in the machine tools being locked out of service or the area classified as a satellite machine shop. The Superintendent will also review all future purchasing activity in regards to machine tools to determine appropriate utilization. Any problems in this area will be discussed at scheduled Labor-Management meetings. This understanding does not invalidate the grievance clause in any way.

For the purposes of this Article, machine tools are defined as lathes, mills or surface grinders and machine work is defined as the fabrication of machined parts that meet one of the following criteria: (1) Requires precision better than  $\pm .005$ "; (2) Contains intricate or detailed features that require multiple and/or complex set ups.

**Section 18.3 Welders.** The Laboratory will investigate appropriate certifications for welders and, where appropriate, see that welders are trained and certified in the techniques necessary to insure safe operations.

**Section 18.4 Maintenance of Privileges.** For the term of the Agreement the Bargaining Unit will be entitled to the listed benefits pursuant to the terms of the benefit plans and programs.

Life Insurance and Supplemental Life Insurance Dependant Life Insurance

Accidental Death & Dismemberment Insurance (AD&D)

Recreational Activities, Programs and Services

One free medical examination provided by Lab Medical Services for employees under age 45, offered once every two years; for employees 45 or over, offered once a year.

Travel Insurance

Dental Coverage

Flexible Benefits Plan

Long Term Care Insurance

Personal Auto & Homeowners Insurance

Voluntary Supplemental Retirement Plan Option

Retiree Medical Plan

Tuition Reimbursement

Credit Union

Charitable Contributions

FRA Scholarship

Daycare Services

Long-term Disability Insurance

Early closings.

Laboratory Voluntary Separation Plan

Vacation Donation Program

The unit is prohibited from invoking Section 11.7 under the CBA and applying for the Laboratory's Vacation Donation Program. (Dual use of 11.7 and the Vacation Donation program is prohibited as "double dipping.").



**ARTICLE 19    TERM OF AGREEMENT**

**Section 19.1 Complete Agreement.** It is hereby agreed that this Agreement contains the complete understandings between the parties and supersedes all previous understandings, including past Laboratory practices, and that during the life of this Agreement, neither the Union nor the Laboratory shall make any demand for any change with respect to rates of pay, wages, hours of employment or other conditions of employment, nor shall either party be required to bargain with respect to any such matter. However, nothing in this Section shall be construed to preclude the processing of grievances under Article 5 nor the exercise by the Laboratory of its functions under Article 3.

**Section 19.2 Term of Agreement.** This Agreement shall be effective November 1, 2012 and shall continue in effect until midnight on October 31, 2015. This Agreement shall automatically be renewed thereafter from year to year unless either party notifies the other in writing at least sixty (60) calendar days prior to the expiration date of the then current contract that it desires to modify, or to terminate, any designated provisions of this Agreement, and negotiations shall commence at the earliest practical time thereafter, mutually acceptable to the parties.

In witness thereof, the authorized representatives of the parties have set their hands on the Seventh day of December, 2012.

Fermi Research Alliance, LLC

*Juanita Grayson*  
\_\_\_\_\_  
\_\_\_\_\_

International Association of Machinists  
and Aerospace Workers Local 701

*Gregory L. Kunkel*  
\_\_\_\_\_  
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**Appendix 1 ES&H Committee Change  
TECHNICAL DIVISION  
EMPLOYEE GRASSROOTS COMMITTEE CHARTER**

**PURPOSE:**

The primary purpose of the Employee Grassroots Committee is to provide a forum for non-supervisory employees to identify and discuss *unresolved* safety or quality concerns in their workplace. Technical Division management encourages the TD Grassroots Committee to engage in discussing, deliberating, and recommending solutions to ES&H and Integrated Quality Assurance (IQA) issues in their work areas. Something may not be inherently unsafe, or a process may not inherently produce poor quality, but the Committee may nevertheless point out improvements that are available.

**Committee Composition:**

The Employee Grassroots Committee is comprised of non-supervisory employees only, with a minimum of one designated representative from each department, but an unlimited number of employees may attend the meetings. Departmental representatives are nominated/elected by the non-supervisory personnel in the respective departments. The committee members elect a chairperson and a recording secretary for a two-year term. Supervisory personnel may attend the meeting only if invited.

**Charge:**

The committee is charged with identifying, discussing, and deliberating *unresolved* safety and quality assurance issues and work practices. *Employees must not wait for the grassroots committee meeting to bring unsafe and or lack of quality conditions to the attention of the supervisor when they are discovered.*

The committee shall meet on the second Monday of the second month of each quarter in the Hermitage Conference room at 1:30 – 2:30 PM. The chairperson, with the assistance of the committee recording secretary, writes the meeting minutes and forwards copies to the Technical Division Head, TD Support Department Head, TD Department Heads, TD Senior Safety Officer (SSO), TD QA Officer and the TD ES&H Committee Chair. For any concerns brought up during the meeting, as many facts as known should be included in the minutes. The written meeting minutes must be sent to the individuals listed above within one week of the grassroots committee meeting.

**RESPONSIBILITIES:**

**The Technical Division Department Heads** – The TD Department Heads are responsible for responding to the Employee Grassroots Committee concerns for their department within two weeks. It may not be possible to resolve the issue(s) within the two week time frame, but the Department Head can provide a time table to the committee describing when the problem will be fixed or the improvement idea will be implemented. Rationale must be provided to the Committee if no changes will be made.

**The Senior Safety Officer** – The Senior Safety Officer will contact the appropriate TD Department Head for a prompt resolution to an unsafe condition if he/she determines that the situation must be corrected immediately. The SSO will also consult with Department Heads as needed.

**The Quality Assurance Officer and/or Quality Assurance Representative** – TD QA personnel are responsible for providing assistance to the TD Department Heads in assessing, understanding and implementing the quality improvement items.

**The Technical Division Headquarters** – TD HQ is responsible for monitoring and/or assisting in the situations that are not resolved within two months of the TD Department Head(s) receiving the Employee's Grassroots Committee minutes.

