FERMI NATIONAL ACCELERATOR LABORATORY

OPERATED BY FERMI RESEARCH ALLIANCE, LLC

FOR THE DEPARTMENT OF ENERGY

and

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS, LOCAL 701, AFL-CIO

(Maintenance Electricians/Mechanics)

AGREEMENT

Effective Date: April 1, 2011 Expiration Date: March 31, 2014

THIS AGREEMENT is entered into this 1st day of December, 2007, by and between FERMI NATIONAL ACCELERATOR LABORATORY, operated by the FERMI RESEARCH ALLIANCE, LLC, for the U.S. 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"). THIS AGREEMENT applies only to the FERMI NATIONAL ACCELERATOR LABORATORY.

ARTICLE I

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.

Section 1.3. Laboratory Management-Union Committee Meetings. At the request of either party a meeting between the Laboratory management and the Union Committee to explore mutual interests can be held periodically (not more than once a month). Agendas will be submitted by both parties.

ARTICLE II

RECOGNITION

Section 2.1. Union Recognition. The Laboratory recognizes the Union as the sole and exclusive agent for the 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 maintenance mechanics and maintenance electricians, employed by the Employer at its facility now located at Batavia, Illinois, excluding all office clerical employees, professional employees, guards and supervisors, as defined in the Act, and all other employees.", and certified by the National Labor Relations Board in Case No. 13-RC-16591, dated February 11, 1985.

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 Committee and Stewards. The Union shall designate and the Laboratory shall recognize a Union Committee of not to exceed three members plus an 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 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 2.4. 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 V, 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 the work or attendance at work of any employee, except that the Laboratory Services Section shall instruct each new employee as to where they 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 their official position or membership in the Union.

Section 2.5. Bulletin Boards. The Laboratory will provide a suitable bulletin board in the Operations and Maintenance Shop 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 Laboratory Services Section. No notice of a controversial nature shall be posted.

Section 2.6. Checkoff. 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 15th 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 a 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 form) the Laboratory will cease deducting from his/her pay. The employee shall send a copy of such notification to the Union.

Section 2.7. 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 for amounts deducted from wages as herein provided.

ARTICLE III

MANAGEMENT

Section 3.1. 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. Nothing in this Agreement (including Article I) shall be deemed a guarantee that any work now performed at or by the Laboratory will be continued to be performed at or by the Laboratory, or a guarantee of continued employment or Laboratory operations.

The Union recognizes the right of the Laboratory to make and alter from time to time reasonable rules and regulations to be observed and complied with by employees, such rules and regulations shall not be inconsistent with the provisions of this Agreement. The Union shall be advised via notice in writing to the steward and Union at least thirty (30) calendar days prior to the implementation of any new or altered Department rule(s) or regulation(s). If requested in writing by the Union to the Department Manager within seven (7) calendar days of receipt of the Laboratory's notice, the parties will meet at least fifteen (15) calendar days prior to the implementation in an effort to resolve any issues and avoid any conflicts that might arise. Should the parties fail to reach agreement the reasonableness of any new or altered rules and

regulations shall be subject to the grievance procedure. Should the arbitrator determine that the rule or regulation is unreasonable, the arbitrator shall have the authority to void such rule(s) and regulation(s) and issue any other make-whole relief in accordance with Section 5.7. Should the arbitrator determine that the rule or regulation is reasonable, and is not inconsistent with the provisions of this Agreement, the arbitrator shall have no authority to overturn it as it is an exercise by the Laboratory of its functions under this Article.

The Laboratory shall have the right to establish and enforce new or revised educational, licensure and/or certification requirements provided they are applicable only to persons placed in the affected positions after the rule is instituted, provided copies of the requirements are provided to the Union showing the date of implementation. In the event the Laboratory desires to institute new or revised reasonable educational, licensure and/or certification requirements not otherwise addressed by this Agreement to persons already in the affected positions, the Laboratory may reopen the contract to negotiate such issues. Once the Laboratory provides the Union and the Steward with written notice of its desire to re-open negotiations, during the next sixty (60) days the parties agree to meet at reasonable times at the Laboratory to negotiate the issue, with not less than three meetings being held during this period (absent an agreement). At the conclusion of the sixty (60) day period, in the event the parties have failed to reach an agreement, the Laboratory shall be free to implement its proposal(s) once an impasse is reached in accordance with NLRA precedent and, should the Union so choose, it may strike. In the event the Union opts to strike at the conclusion of the sixty (60) day period, Article IV, No Strike-No Lockout shall no longer apply until such time as the parties reach an agreement upon the re-opener. Nothing herein shall limit either party's rights under the collective bargaining agreement, the NLRA or other laws provided they are not contrary to the provisions of this Article.

ARTICLE IV

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. However, the discipline and/or discharge is subject to the grievance and arbitration provisions of this Agreement, provided that any such grievance and/or arbitration shall be limited to the question of the alleged violation only and shall not address the extent or degree of action taken by the Laboratory.

Section 4.3. Other Enforcements. In the event of a claimed violation of Section 4.1. by an 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.

Section 4.4. No Lockout. During the term of this Agreement, the Laboratory will not institute a lockout over a dispute with the Union so long as there is no breach of Section 4.1.

ARTICLE V

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 termination 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 termination 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 Maintenance Electrician/Mechanics Supervisor or designee not later than seven (7) calendar days following the event, or seven (7) calendar 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 seven (7) calendar days following the grievance discussion.

Step 2. The Supervisor's verbal answer shall settle the grievance unless it is appealed to the Superintendent, or his/her designee, within seven (7) calendar 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 Superintendent, or designee, shall meet with the grievant and the Union Steward or designee, within, seven (7) calendar days of the request to discuss the grievance. The Superintendent shall respond in writing within seven (7) calendar 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 seven (7) calendar 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 ten (10) calendar days 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 seven (7) calendar days following the Laboratories 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. 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, 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, 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.

By mutual agreement, the parties may use the expedited arbitration procedures of the American Arbitration Association.

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.

In the event the parties arbitrate whether a new or altered rule or regulation is reasonable, the losing party shall be responsible for paying the full fees and expense of the arbitrator, if the parties are in agreement on using the services of a court reporter the fees of the court reporter would also be paid by the losing party. All other fees and expenses shall be borne by the party incurring them.

Section 5.8. Discipline. The Laboratory shall discipline and/or discharge non-probationary 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:

1. 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 and placed in writing.

2. 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.

3. Disciplinary Suspension – Used for a serious first offense, after receiving two warning letters for similar offenses or three warning letters for any offenses 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.

4. Termination – Used for a serious first offense or for an employee who has not responded to oral warnings, warning letters and/or suspension.

Oral reprimands for offenses outside the six major violations noted below may be kept in a manager's file and shall be provided to the employee and the Union business representative. Copies of all other discipline issued to an employee shall be placed in the employee's personnel file and provided to the employee and the Union business representative. An oral reprimand or letter of warning in an employee's file, except for oral reprimands or letters of warning regarding infractions for harassment, discrimination, drug and alcohol violations, weapons policy,

violence, and theft, will be removed from the file after one year of issuance if there has been no recurrence of the type or kind of conduct giving rise to the discipline.

ARTICLE VI

HOLIDAYS

Section 6.1. Recognized Holidays. Ten work-day holidays are observed each year. Typically they are as follows:

New Year's Day	Friday after Thanksgiving
Martin Luther King, Jr. Birthday	
Memorial Day	One-half day Christmas Eve
Fourth of July	Christmas Day
Labor Day	One-half day New Year's Eve
Thanksgiving	Floating Holiday (one per calendar year, non-cumulative)

The floating holiday may vary from year to year -- some years it will be fixed by the Laboratory while other years it will be at the option of the employee with prior approval of supervision.

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 is announced.

Rotating shift employees, in lieu of receiving applicable holiday pay for which they qualify, may designate as "rotating floating holidays" up to five holidays per calendar year for which they would not otherwise be scheduled to work the holiday. An employee wishing to take a "rotating floating holiday" in lieu of receiving holiday pay must notify the Laboratory at least one week prior to the date of the holiday to be substituted. Requests to schedule a rotating floating holiday must be made one week in advance of the day requested, can only be scheduled during the employee's non-rotating shift assignment, and is subject to supervisory approval based on the operational needs of the Laboratory. A rotating floating holiday must be taken within the six month period after the date of the holiday which it replaced. If it is not taken within that time period, or if the employee changes his mind, the employee shall be paid the eight hours of holiday pay. The Laboratory will provide notification of accrued rotating floating holidays via either payroll stubs or via a posting.

Section 6.2. Basis of Pay.

a) Holidays, when not worked by an employee, shall be compensated for on the basis of eight (8) hours pay at the employee's base rate.

b) All hours worked by an employee on a day designated as a holiday will be paid at triple time (double time plus holiday pay).

Section 6.3. Eligibility. An employee will be eligible for holiday pay unless:

a) the employee is on layoff or leave of absence; or

b) the employee has an unexcused absence on the day before or day 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;

d) the employee is on an excused absence without pay the entire payroll week in which the holiday occurs.

ARTICLE VII

VACATIONS

Section 7.1. 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:

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

Length of Service	Monthly Accrual Rate	Annual Accrual Rate
Date of Hire	10 hours	15 days
From fifth (5th) anniversary	12 hours	18 days
From tenth (10th) anniversary	14 hours	21 days
From fifteenth (15th) anniversary	16 hours	24 days

Section 7.2. Regulations.

a) An employee will accrue vacation benefits monthly at a rate proportional to years of continuous service and consistent with the schedule set forth in Section 7.1. 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 they have been in pay status at least eleven (11) working days each month, at which time they will be given credit for vacation earned during that period.

c) Subject to supervisory approval based on operational needs of the Laboratory, an employee may use any vacation credited to their account in any amount. No advance vacation pay may be obtained for vacations of less than five (5) consecutive working days.

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 the Seniority Article, the date of employment for the purpose of determining the amount of the monthly accrual of vacation benefit under Section 7.1. shall be the same as it was immediately prior to the layoff or leave of absence, and they shall commence earning vacation with the date of their 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 their proper order of seniority, must file their calendar requests prior to the fifteenth day of February in each calendar year.

ARTICLE VIII

SENIORITY

Section 8.1. Definition of Unit Seniority. Unit Seniority is an employee's length of continuous service as a Maintenance Mechanic or Maintenance Electrician. Seniority rights as created by this Agreement exist only to the extent expressed herein, serve as a qualification for benefits and/or other Sections of this Agreement as expressly provided for in this Agreement and for no other purpose; they are limited exclusively to this Laboratory and cannot be exercised elsewhere under any circumstance. For purposes of computing pay and for the purpose of establishing layoff procedures, jobs performed by employees within this bargaining unit have been given the following titles and placed in the following occupational groups:

Occupational Group 1:	Maintenance Mechanic IV Lead Maintenance Mechanic Working Maintenance Foreman
Occupational Group 2:	Maintenance Electrician IV Lead Maintenance Electrician Working Maintenance Foreman

Section 8.2. Acquisition of Seniority/Probationary Period. Each employee shall be considered as a probationary employee for six (6) months of employment in the bargaining unit, after completion of which his/her seniority shall date back to the date he/she started to work in the bargaining unit. While in a probationary status, an employee shall have no seniority. A probationary employee may be transferred, laid off, discharged or otherwise terminated at the sole discretion of the Laboratory, and no grievance shall be raised or processed in connection therewith.

Section 8.3. Promotions / Trial Period. All bargaining unit positions are considered competitive vacancies as defined in this Section.

(a) Posting of Vacancies. The Laboratory shall have sole responsibility for the selection of an individual or individuals to fill a vacant position. The Laboratory shall post notices of vacancies that arise within the Bargaining Unit on employee bulletin boards. Such notices will show the job title and/or location of the vacancy/assignment, estimated assignment duration, specialist skills/knowledge required, and the date beyond which applications will not be accepted.

(b) Bidding and Selection. Applications to fill posted vacancies will be made by employee signature and payroll number on a bid sheet posted on the bulletin board outside the

Work Central Supervisor's office at Site 38. 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 the 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/her return to work (subject to being filled temporarily) until:

1. The end of the first working day following the employee's return to work if he/she was on vacation, and

2. The end of the first working day following the employee's return to work, or the expiration of fifteen (15) calendar days, whichever first occurs, if he/she was on leave of absence.

The Laboratory shall consider ability, experience, skill and demonstrated work habits in promotion decisions. In instances where applicants have approximately equal qualifications based on these criteria, the employee with the greatest seniority will be entitled to the job. If no Unit member bids on the posted vacancy or if it is ascertained that no Unit member who bid has sufficient qualifications to meet the stated requirements, the vacancy may be filled by a new hire.

Section 8.4. Layoffs and Recalls. In the event of a reduction in the work force, probationary and temporary employees (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 who have the ability without additional training (as differentiated from orientation) to perform the remaining work in the occupational group shall be retained. 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 last address on record in the Personnel Department.

Section 8.5. Termination of Seniority. Seniority, and the employment relationship, shall terminate automatically when an Employee:

(a) is discharged;

(b) is laid off or absent from work for any reason for a period of twenty-four (24) months or the amount of their seniority as of his/her last day of work, whichever is shorter;

(c) voluntarily quits, which shall include:

(i) expressed resignation;

(ii) a failure to notify the Laboratory of his intention to return to work after layoff within five (5) calendar days after being notified to return and to report to work within ten (10) calendar days after such notice (unless the period is extended in writing by the Laboratory); notice shall be by certified or registered mail directed

to the last address appearing on the Laboratory records, delivered or attempted delivery;

(iii) an absence and failure to notify the Laboratory and obtain authorization for the absence, as soon as possible, but no later than three (3) calendar days after the absence commences;

(iv) an overstay of a leave of absence, or giving a false reason to obtain it; or the overstay of a vacation, unless he/she furnishes an excuse acceptable to the Laboratory for reporting late from the vacation. (No excuse will be "acceptable", in any event if the employee could have called the Laboratory to tell of the delay prior to or at the beginning of the first scheduled work day following vacation or leave of absence but did not); or,

(d) is retired under the retirement program.

Section 8.6. Seniority Lists. The Laboratory shall post, at least annually, an updated employee roster showing classifications and unit seniority. A copy of the roster shall be sent to the Representative of the Local Union at the time of posting.

Section 8.7. Seniority Retention. Employees shall suffer no loss of seniority upon their return to a job within the bargaining unit after working outside of the bargaining unit, provided that an employee shall lose seniority after working voluntarily outside the bargaining unit for ninety (90) continuous days or longer.

Section 8.8. Seniority of Employees Promoted to Supervisory Positions. An employee who is promoted from a position within the bargaining unit to a supervisory position over members of the bargaining unit shall continue to accrue seniority for a period of three (3) months after such promotion, and will retain their accrued seniority for a period of nine (9) months thereafter.

Section 8.9. Laboratory Service. Seniority shall be calculated from date of hire by the Laboratory for purpose of benefit eligibility (e.g., vacation).

ARTICLE IX

HOURS OF WORK

Section 9.1. Intent of Parties. This Article IX is intended only to provide a basis for computing premium pay, and no provision of this Agreement (other than Sections 9.4.c.ii and 9.5) shall be construed as a guarantee of a minimum number of hours of work per day or per week, or pay in lieu thereof, nor a limitation on the maximum number of hours per day or per week which may be required to meet operating conditions.

Section 9.2. Definitions.

(a) The payroll week of each employee shall commence at midnight Sunday night.

(b) The workday of each employee shall commence with the time each calendar day at which the employee is scheduled to commence work.

(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.

Section 9.3. Designated Work Periods.

(a) Shift Hours:

(i) during the normal work week of Monday through Friday, the hours of work for all employees except the duty mechanics and duty electricians shall be from 0800 to 1630. This will include a one hour lunch of which one-half (1/2) hour will be unpaid and one-half (1/2) hour will be paid in lieu of two 15 minute breaks, subject to operational requirements.

Duty mechanics and duty electricians as assigned by the Laboratory shall work a first shift consisting of eight (8) hours, from 0800-1600, which as with weekend work and the second and third shifts will include a one half hour paid lunch. Duty electricians and mechanics will be on call throughout their shift and may not leave the premises.

ii) Second Shift. 1600 - 2400

(iii) Third Shift. 0001 - 0800

(iv) Where an employee works for more than ten (10) continuous hours (excluding any customary lunch period), arrangements may be made with the Supervisor for a paid meal period not to exceed one-half hour in duration at a time reasonably related to the extended work hours.

(b) Shift Premiums. A shift premium of seven percent (7%) per hour will be paid to employees when one half or more of their scheduled shift falls between 1800 and 2400. A shift premium of ten percent (10%) per hour will be paid to employees when one half or more of their scheduled shift falls between 0001 to 0600. The premium will not apply to employees who are working overtime from an earlier shift; there shall be no pyramiding of premiums. A shift premium of seven percent (7%) per hour will be paid to employees for weekend hours actually worked (0001 Saturday to 2400 Sunday) in the Duty Mechanic and/or Duty Electrician capacity. An additional premium of 7% per hour will be granted for weekend hours worked when one half or more of the weekend work falls between 1800 and 2400 (2nd shift). An additional 10% per hour will be granted for weekend hours worked when one half or more of the weekend work falls between 0001 to 0600 (3rd shift). The payment shift premiums in addition to the weekend Duty Mechanic and/or Duty Electrician premium is an exception to this section's pyramiding of premium prohibition.

(c) 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 non-day shift(s) will be made by the assignment of the least senior qualified employee in each occupational group, 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.. Planned temporary shift assignments shall first be offered by seniority to individuals on the opposite rotating shift (i.e., working days instead of working weekends). If no one volunteers, the temporary assignment shall be offered by seniority to day shift employees. If still no volunteers the least senior qualified employee from the opposite rotating shift shall be assigned. Where an employee has exercised seniority to obtain a temporary shift assignment, that employee shall be obligated to complete that assignment.

Section 9.4. Overtime

(a) Overtime Premium: Time and one-half shall be paid for any authorized hours of work performed in excess of forty (40) hours worked in a payroll week. Only actual hours worked and the following paid time off shall count as hours worked when determining whether the employee is eligible to receive overtime: paid vacation time, paid jury duty, paid funeral leave, floating holidays, rotating floating holidays, and paid holidays that fall during an employee's normal work schedule for which an employee is paid but does not work. No other paid time off or any uncompensated periods of time shall count as hours worked. There shall be no pyramiding of overtime or premium compensation rates. With respect to hours worked on a holiday, however:

(i) an employee shall not be paid time and one half on top of holiday pay for the same hours worked;

(ii) where the holiday time worked occurs in the first forty hours of a payroll week or occurs during an employee's scheduled hours of work, that the employee received premium pay for those hours worked shall not be used to deprive the employee of receiving overtime for hours worked over forty in a payroll week.

(b) Authorization for Overtime Work: No premium time shall be worked unless first approved by the employee's supervisor.

(c) Assignment of Overtime Work: The Laboratory will make every effort to distribute overtime opportunities fairly among employees performing the same type and grade of work within occupational groups. To this end a list will be maintained to show overtime worked and refused by each employee in each occupational group. Such lists will be maintained on a weekly basis and will be posted on the notice board each month for general information. Each employee shall be responsible for ensuring the overtime list

accurately reflects their overtime position. Disagreements on the correctness of the overtime lists should be discussed with the employee's supervisor.

It is recognized that conditions such as shift assignment, familiarity with work and other circumstances may prevent exact, equal distribution of overtime opportunities. When 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 circumstances permit.

i) Scheduled Overtime. Where possible, overtime will be scheduled and notified at least 24 hours in advance. Such overtime will be offered to qualified employees who have the lowest overtime accumulation. The pool of employees from which overtime work is drawn consists of those employees who are at work and employees assigned to permanent shifts. Under normal conditions, people in the pool are asked to work overtime in their order on the overtime list.

ii) Unscheduled Emergency Overtime. An employee who is called back to work outside, not adjacent to, their normally scheduled work hours having left the Laboratory shall be guaranteed four hours work paid at time and one half (double time on a holiday as provided for in Section 6.2(b)).

iii) 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.

iv) Re-Entries Into / Reclassifications Within the Bargaining Unit. An employee entering or re-entering the Bargaining Unit, 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/her 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.

d) Where a new employee enters the Bargaining Unit, he/she will be placed in the overtime list and credited with the average accumulation of his/her occupational group at the time of entry.

e) Where the laboratory determines that the most effective way of covering a whole shift absence (in cases of vacation, illness or Leave of Absence) is by a four (4) hour hold-over/four (4) hour early call-in, employees will be required to provide such coverage and will be paid at double time their hourly rate for hours worked outside their normal shift regardless of hours worked in that work week.

Section 9.5. Report-In Pay. Where an employee reports to work in accordance with the instructions of supervision, he/she shall be paid for all time worked according to provisions of this Agreement, but, in any event, shall not receive less than four (4) hours pay at the regular rate.

Section 9.6. Universal Refrigerant (EPA) Certification. Employees have the option to obtain, at their own expense, a Universal Refrigerant (EPA) Certification. Employees are responsible to maintain and verify certification annually by presenting to management the Universal Refrigerant (EPA) Certification card. Certification holders will receive an additional twenty-five cents per hour.

ARTICLE X

DISABILITY LEAVE

Section 10.1. Occupational Disability Leave. An employee who is unable to perform work at the Laboratory due to an accidental injury or occupational illness arising out of and in the course of employment at the Laboratory will be granted occupational disability leave with pay as hereinafter provided, unless such injury is purposely self-inflicted or is due to his willful misconduct, willful violation of plant rules or willful failure to use safety appliances. An employee absent from work because of such occupational disability may be entitled to benefits under the Illinois Worker's Compensation Act or the Illinois Occupational Diseases Act. The Laboratory will supplement any payments under these laws, so that the total received will equal what the employee would have received at his basic hourly rate for scheduled work time, not to exceed eight (8) hours per day, for an aggregate number of working days not in excess of ninety (90). In order to receive payment under this Section 10.1., an employee must satisfy the conditions of eligibility in Section 10.4.

Section 10.2. Non-Occupational Disability Leave. An employee who is unable to perform his/her work at the Laboratory due to an illness or injury arising otherwise than out of and in the course of employment at the Laboratory will be granted non-occupational disability leave as hereinafter provided, unless such illness or injury results from willful violation of law or as the result of work performed for another employer (second job). An employee satisfying the conditions of eligibility in Section 10.4. shall, beginning with the first (1st) hour of each

continuous absence from scheduled hours of work, receive pay at the employees basic hourly rate for scheduled time not to exceed eight (8) hours per day or forty (40) hours per week, for an aggregate number of hours not in excess of the number which the employee has accrued as computed under Section 10.3. When an employee has been warned in writing twice in four quarters pursuant to Section 10.8. that the employees absence is excessive, payment for the absence will be made beginning with the ninth hour of such absence, and all future absences, until notified that the employees absences are not excessive. If an employee is partially and temporarily disabled due to a non-occupational illness or injury, the Laboratory will make every effort to locate useful employment (including other than his normal duties) for a reasonable period of time. Until such time as the Medical Department considers the partial disability is permanent in nature, the employee will retain the classification held prior to becoming disabled. The decision of the Laboratory under this section including, but not limited to, the employee's ability to perform useful employment, shall not be subject to the grievance procedure.

Section 10.3. Accrual of Non-Occupational Disability Leave. Employees shall accrue twelve (12) hours of non-occupational disability leave in each month of employment provided, (1) that no accrual of non-occupational disability leave shall accumulate to a total in excess of one thousand and forty (1040) hours; (2) that no accrual shall become effective while an employee is not actually working, but shall only become effective on the first day the employee returns to work; and (3) that non-occupational disability leave will not be accrued in any calendar month in which the employee is not in pay status for at least eleven (11) working days. An employee who is recalled from layoff (under the provisions of Article VIII) shall have credited to his non-occupational disability leave account on the date of return the same number of hours the employee had when the layoff began.

Section 10.4. Conditions of Eligibility. In order to receive payment under this Article 10, the following conditions of eligibility must be satisfied:

(a) Employees shall telephone their supervisor or an authorized representative by their scheduled time for starting work on the first day of absence due to illness or injury. If the employee wishes to be excused from calling on succeeding days, approval of supervision must be obtained, otherwise, daily calls are required. Supervision's decision as to whether or not such telephone call is required on succeeding days will be based upon the nature of the illness requiring the employee to be absent from work.

(b) All cases of absence due to occupational illness or injury must be certified by the Health Division of the Laboratory. Such absences require prior authorization from the Health Division except in the most unusual circumstances. In the event that an employee absents himself from work because of occupational disability, without prior authorization for such absence, the employee must report this at the earliest possible time to the appropriate supervisor by telephone. Upon receiving such information from the employee, the supervisor will communicate the information immediately to the Medical Department. Thereafter, the Medical Department will process the case and make the required certification and authorization where it is determined that the absence is necessary because of occupational illness or injury. This procedure will apply for each day of absence, unless the employee is specifically excused from this requirement. If an employee is partially disabled, the Laboratory will make every effort to locate useful employment until such time as partial disability ends. Until such time as the

Medical Department considers the partial disability is permanent in nature, the employee will retain the classification status held prior to becoming disabled. The decision of the Laboratory will be subject to the grievance procedure.

(c) Any absence due to non-occupational illness or injury in excess of three (3) consecutive working days requires the employee furnish a certificate completed by a licensed doctor of medicine, chiropractor, or podiatrist, upon return from the absence, except in cases where an employee has been warned that his absences are considered to be excessive, or the absences indicate a pattern of abuse, the Department head may require such a certificate covering an absence in excess of four (4) hours. In the event an employee is sent home from work by the Medical Department, the absence authorized by the Medical Department is for that day only. If an employee remains away from work for a period extending beyond one (1) week, the employee must send in such a certificate completed by a licensed doctor of medicine, chiropractor, or podiatrist, to the Medical Department weekly in order for non-occupational disability payments to be continued.

A Certification and/or verification of an employee's illness or fitness to return to duty will not be considered valid unless it is a written statement from a recognized licensed doctor of medicine, chiropractor, or podiatrist that clearly states the following:

a. The above-referenced written statement will contain sufficient facts to support the employee's inability to work

b. Whether the employee is able to return to work and, if so, under what conditions and when those conditions will expire

c. Date of visit

d. A medical confirmation that the employee is/was unable to work due to illness

e. The period of absence covered by the illness

f. The physician's signature

Falsification of any verification of illness or the failure to provide such verification may result in denial of sick leave (and subsequent loss of pay) and disciplinary action.

(d) Absences will be paid for only on a basis of days which normally would have been worked, up to a maximum of eight (8) hours per day and forty (40) hours per week, had the employee performed his regular schedule of work; and there will be no payments under this Article X for any days of disability which fall within an employee's layoff, annual leave, leave of absence, holidays, or any other absence(s) excused for reasons other than disability, nor will such absence(s) excused for reasons other than disability be extended or rescheduled because of any disability commencing during any such period.

Section 10.5. Payment on Release for Health Reasons. In the event that an employee is released by the Laboratory pursuant to a determination of the Medical Department under Section 10.9., they shall be paid eight (8) hours pay at their basic hourly 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 10.6. Report of Non-Occupational Disability Leave Accrual. Employees may request information on their sick-leave balance from the Payroll Office.

Section 10.7. Special Disability Leave for Hardship Cases. An employee who has used up all disability leave (occupational or non-occupational as the case may be) during a single period of prolonged and serious illness or incapacity due to injury may be allowed to receive special disability leave with one-half (1/2) the basic hourly rate, under the conditions of this Section. In order to be eligible for such special disability leave, the employee must have completed three (3) continuous years of service with the Laboratory immediately prior to the beginning of the absence and their period of disability must be in excess of thirty (30) consecutive working days. The number of hours of special disability leave that the employee may receive in any such 'situation will be equal to the number of hours which were accrued in his non-occupational disability leave account as of the day previous to the beginning of his period of absence. In the event that an employee has one disability due to a prolonged and serious illness or incapacity due to injury, which exceeds sixty (60) consecutive working days, and subsequently has another disability which exceeds sixty (60) working days within twelve (12) months after the commencement of the first disability and his regular disability leave (occupational or non-occupational) is depleted either prior to or during the second illness, they will be eligible for additional special disability leave. The number of hours of such additional special disability leave for which the employee shall be eligible shall be equal to the total hours of special disability leave which were available at the commencement of the first disability less the hours used during the first disability. After the occurrence of two (2) such disabilities within a twelve (12) month period, a new twelve (12) month period shall begin with the commencement of a third such disability. Special disability leave under this Section will be available as an extension of either occupational disability leave under Section 10.1. or non-occupational disability leave under Section 10.2; provided, however, that payments under this Section 10.7., for an extension of occupational disability leave, shall not be reduced by any benefits to which the employee may be entitled under the Worker's Compensation Act or the Illinois Occupational Diseases Act. The necessity for the absence must be certified, on a form furnished by the Laboratory, by a licensed doctor of medicine. Employees eligible to receive benefits under the long term disability plan shall not receive benefits under this Article X for the same period of absence.

Section 10.8. Irregular Attendance. The parties recognize that a good record of attendance at work by every employee is necessary for the efficient operation of the Laboratory. Therefore, an excessive accumulation of absences, or pattern of abuse, may be called to the employee's attention by his Department Head or the Personnel Office. Where such absences are called to the employee's attention in writing, the employee may request a written explanation of the reasons for the absences be placed in his personnel file. Excessive absences is defined as 24 or more hours in any two out of four quarters. The Department Head will attempt to correct this problem through consultation with the employee or referral. If the employee is unable to improve their attendance record within a reasonable period of time, action may be taken by the Laboratory.

Section 10.9. Physical Examination. The Laboratory reserves the right as a condition of employment, or continued employment, to require such examination as the Medical Department

of the Laboratory may deem necessary. The decision of the Medical Department 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 and may be taken to arbitration. When the Medical Department is of the opinion that an employee is no longer able, for health reasons, to continue in their present position, the Personnel Division 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 whose health has improved sufficiently.

The Laboratory agrees that its Medical Department will, upon request of the employee concerned, consult with the employee's designated personal physician in making such determination.

ARTICLE XI

ABSENCES

Section 11.1. 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. One employee may also be excused for a period in excess of two (2) weeks, but not more than one (1) year provided that the Union notifies the Laboratory in writing at least one (1) month in advance of such absences. 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. They will return to work in their former seniority group at his rate of pay plus any general increase granted for their classification during the absence. The total number absent at any one time on Union business may be up to three (3) dependent upon operational requirements.

Section 11.2. Military Service. Both the Union and the Laboratory acknowledge their duties to observe and comply with all applicable Federal and State laws, executive orders, and rules and regulations concerning re-employment of employees who enter the Armed Forces of the United States Government, and 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 shall be granted excused absence with pay for working time necessarily lost in taking pre-induction physical examinations for the Armed Forces upon presentation of notice from the appropriate Government Agency. An employee shall be granted an excused absence not exceeding fifteen (15) calendar days in any one calendar year in order to participate in reserve training programs of the Armed Forces; in addition, employees shall be granted excused leaves of absence of not more than sixty (60) days for each absence, for emergency military duty. An employee who is excused to participate in such activities shall be paid the difference between his basic hourly rate and pay for such military service, if such pay is less than their Laboratory pay.

Section 11.3. Jury Duty Pay. An employee who is required to perform jury duty in state or federal court 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 pay must:

(a) Attach the jury summons from the court to the weekly time report for the week in which jury duty was served;

(b) Indicate the time spent on jury duty on the time report.

On approval of the weekly time report, Payroll will deduct the applicable jury duty pay based on number of days of service noted on the report.

Section 11.4. Funeral Leave. An employee who suffers a death in their immediate family (defined as spouse, child, parent, foster parent, grandparent, grandchild, brother, sister, parent-in-law) shall, if necessary, be excused from work to make arrangements for the funeral and to attend the funeral. They shall be paid at their regular hourly rate for any work time lost solely because of such activities, to a maximum of three (3) days and not to exceed eight (8) hours per day.

Proof of death, relationship, amount of leave required and attendance may be required before payment is made.

Section 11.5. 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.

Requests for other times off without pay made at least forty-eight (48) hours in advance shall be given due consideration but shall be subject to the discretion of supervision and general Laboratory policy, in light of manpower requirements and overall attendance record.

Section 11.6. Status of Benefits. Employees on an approved leave of absence may maintain their Medical, Dental and Life Insurances for up to one hundred and twenty (120) calendar days by paying the required premiums in advance provided, however, that employees with at least three (3) years service who are disabled and on a leave of absence and who have exhausted their non-occupational disability leave and their special disability leave may maintain their Medical, Dental and Life Insurances for up to one hundred and twenty (120) calendar days in the same manner as they would if they were in pay status.

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.

Employees on leave of absence or who are laid off retain their status under the Laboratory's retirement plan except that neither the employee (if contributing to the plan) nor the Laboratory makes their respective contributions to the plan.

ARTICLE XII

HEALTH AND SAFETY

Section 12. 1. Work Rules. The Laboratory shall have the right to make and enforce reasonable work safety rules necessary to provide safe working conditions.

Section 12.2. 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.

ARTICLE XIII

RETIREMENT AND INSURANCE

Section 13.1. 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 13.2. 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 XIV

WAGES

Section 14.1. Wage Rates. Employees covered by this Agreement shall be paid rates in accordance with the following schedule of wages.

Schedule of Wages

Effective 4/1/2011
(3.0% increase)

Position	Starting Hourly Rate
IV	$29.91
Lead -	$31.55
Working Foreman	$32.31

Effective 4/1/2012
(0.0% increase) with wage reopener if Laboratory salary freeze is lifted in FY 2012

Position	Starting Hourly Rate
IV	$29.91
Lead -	$31.55
Working Foreman	$32.31

Effective 4/12013/
(0.0% increase) with wage reopener if Laboratory salary freeze is lifted in FY 2013

Position	Starting Hourly Rate
IV	$29.91
Lead -	$31.55
Working Foreman	$32.31

Section 14.2. Paydays. 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 their hourly rate for the first day on the payroll and also for the day they are processed for termination.

Section 14.3. Safety Bonus. Each employee shall be eligible to receive an annual safety bonus equivalent to $90.00 for every 3 (three) consecutive months in that calendar year with no workplace injuries requiring medical treatment for a maximum annual total of $360.00 per employee. Payment shall be made each December after completion of the fiscal year. Safety bonuses are one-time only payments that will not become a part of the base wages for any employee. The safety bonus shall consist of two components; one based upon individual achievement and one component based upon the bargaining group performance. Two thirds of the bonus shall be based upon the individual's performance and one third upon the group's performance. This means that every three months each individual in the bargaining unit will be eligible to receive $60 if he/she has had no workplace injuries requiring medical treatment and $30 in addition if the group has had no workplace injuries requiring medical treatment.

If an individual's injury becomes a DART case (involving days away from work or job-limiting work restrictions), the employee is not eligible for the safety bonus until they have worked three consecutive months following their return to work without any further lost days or job-limiting work restrictions.

If an individual's ES&H required training lapses by more than 30 days, they lose their eligibility for the safety bonus. If an individual experiences a government vehicle accident, they lose eligibility for the safety bonus in the same way as if they had experienced an injury requiring medical treatment (unless it is subsequently determined that there was absolutely no fault of the driver). If any member fails to report an injury or accident in which they were involved, they will lose eligibility for the bonus for six months.

ARTICLE XV

TRAINING

Section 15.1. Training. A joint Laboratory/Union Training Committee will be established to review and recommend to Management areas of training needed to reinforce and/or enhance the skills of Unit members.

The Union shall elect representatives from both the Electrical and Mechanical Occupational Groups to serve on the Committee.

ARTICLE XVI

CDL LICENSURE

Section 16.1 Employees required to have CDL licenses. As a condition of employment, the following employees must have and maintain commercial drivers licenses (minimum class B with air brake endorsement):

1. Leads. Current leads may drop their Lead position within 60 days of the execution of this Agreement should they not wish to comply with this requirement. Leads without a valid CDL license as of the execution of this agreement shall have one year from the date of this Agreement to obtain and maintain a CDL license. Employees appointed to Leads positions after the execution of this Agreement who lack a CDL license shall have six months from their appointment to obtain and maintain a CDL license.

2. Employees hired or transferred into the bargaining unit on or after April 2, 2004 must have and maintain a CDL license within six months of hire/transfer.

Unless excused for medical reasons as set forth below, the failure to timely obtain and maintain a CDL license where it is a condition of employment shall be just cause for the employee's immediate termination. Employees with CDL licenses will be subject to drug and alcohol testing as set forth in Article XVII.

Section 16.2 Volunteers. Employees not subject to CDL licensure are encouraged to voluntarily obtain licenses. Those employees who, after the execution of this Agreement voluntarily obtain or renew CDL licenses with the assistance of the Laboratory as set forth below, however, are required, absent being excused for medical reasons, to maintain their license for the term of the license itself as a condition of employment. No such volunteer shall be required to continue his CDL license beyond its expiration unless, of course, he seeks to renew it with Laboratory assistance.

Section 16.3 Laboratory Assistance. Employees shall receive paid time off to take CDL tests and CDL renewal tests. The Laboratory shall supply employees with an appropriate vehicle in which to take the CDL driving test, and will pay for the cost of CDL licenses.

In addition to being subject to Laboratory drug and alcohol and drug-free workplace policies and procedures, employees with CDL licenses also shall be subject to drug and alcohol testing pursuant Article XVII .

Section 16.4 Medical Conditions. The Laboratory will accommodate employees required to obtain and maintain CDL licenses who are unable to do so due to a documented medical condition by excusing them from their CDL obligations for so long as the medical condition exists. Employees unable to obtain CDL license for medical reasons must provide sufficient verification of same from their physician. The Laboratory, should it so choose, may obtain at its cost a second opinion from a physician of its choosing, provided that that physician is not a Laboratory employee. In the event the physicians disagree, they shall mutually agree to a third physician whose medical diagnosis shall be determinative. Employees with temporary medical conditions excusing CDL licensure will be required to update the Laboratory as directed at reasonable intervals; employees with permanent medical conditions will be required to provide medical documentation of their status annually. The Laboratory shall pay, to the extent it is not covered by insurance, for the cost of an employee diagnosed with a permanent medical condition to obtain their annual documentation confirming they still possess such a condition.

ARTICLE XVII

DRUG AND ALCOHOL TESTING POLICY FOR CDL EMPLOYEES

Section 17.1 Statement of Policy

The parties agree that in addition to the Employer's current Drug and Alcohol abuse policy applicable to all bargaining unit employees, Employees who voluntarily agree to maintain a CDL for the performance of their job and those employees required by the Laboratory to obtain and maintain commercial drivers licenses (CDLs) (collectively referred to as "CDL employees") also are subject to testing as required by the Department of Transportation.

The parties agree to follow the applicable DOT drug and alcohol testing rules under, 49 CFR Parts 40 and 382, and agree that if new federally mandated changes are brought about, they too will become part of this Agreement. The drug and alcohol testing procedure, agreed to by labor and management, incorporates state-of-the-art employee protections during specimen collection and laboratory testing to protect the innocent and ensures the Employer complies with all applicable DOT drug and alcohol testing regulations.

The parties agree that in the event of further federal or state legislation, or federal or state regulations providing for revised methodologies or requirements, those revisions shall, to the extent they impact this Agreement, unless mandated for bargaining unit employees generally or for CDL employees specifically, be subject to mutual agreement by the parties. Therefore, the parties have agreed to the following procedures:

Section 17.2 Employees Who Are Subject to DOT Testing As Set forth Herein

It is understood that the bargaining unit employees who voluntarily agree to maintain a CDL for the performance of their job and those employees required by the Laboratory to obtain and maintain commercial drivers licenses (CDLs) as set forth in Article XVI (CDL Licensure) are subject to the provisions outlined in this Agreement regarding testing as required by the Department of Transportation.

Section 17.3 Definitions

"Accident" means an incident involving a motor vehicle that results *in*: (1) a fatality; or (2) a driver receiving a citation for a moving traffic violation and: (a) bodily injury to a person who immediately receives emergency medical treatment away from the accident scene; or (b) disabling damage to a vehicle that requires the vehicle to be towed away from the accident scene. CDL employees should immediately tell their supervisors about every accident, even if the accident does not meet this definition.

"Adulterated specimen" means a urine specimen that contains a substance that is not normally present in human urine, or contains a substance, which is normally present but is at a concentration so high that it is not consistent with human urine.

"Alcohol" means the intoxicating agent in beverage alcohol or any low molecular weight alcohols such as ethyl, methyl or isopropyl alcohol. The term includes beer, wine, spirits and medications such as cough syrup that contain alcohol.

"CDL" means a minimum of a Class B commercial drivers license with an air brake endorsement.

"CMV" means a motor vehicle that has a weight rating of 26,001 pounds or more, is designed to transport 16 or more passengers, including the driver, or is used in the transportation of hazardous materials required to be placarded.

"Dilute specimen" means a urine specimen which has creatinine and specific gravity values that are too low to meet DOT standards.

"Driver" or **"CDL driver"** or **"CDL employee"** means a bargaining unit employee who either: (i) voluntarily agrees to maintain a CDL for the performance of his job; or (ii) is required by the Laboratory to obtain and maintain a CDL as set forth in Article XVI (CDL Licensure).

"Drug" means the types of drugs as listed in 49 C.F.R. Part 40.

"Drug test" means a test for the types of drugs described in 49 C.F.R. Parts 40 and 382.

"Laboratory," with an upper case "L," means Fermilab. **"Testing laboratory"** with a lower case "l," means a federally certified testing laboratory used to test urine samples for the presence of drugs.

"Medical Review Officer" or "MRO" is a licensed physician who has knowledge, training, and clinical experience regarding substance abuse disorders and who will, among other things, review CDL employees' positive drug test results and evaluates any medical explanations for such results.

"Performing a safety-sensitive function" means any and all time when a driver is actually working or required to be ready to work until the time the driver is relieved from work and all responsibility for performing work, including all time: driving or remaining ready to drive a CMV; loading or unloading a CMV, assisting or supervising the loading or unloading of a CMV, attending a CMV being loaded or unloaded, or giving or receiving receipts for the loading or unloading of a CMV; waiting to be dispatched, loaded or unloaded; inspecting or servicing a CMV; repairing, obtaining assistance for, or attending a disabled CMV; performing required duties after an accident; and, all other duties while the driver is in or on a CMV.

"Refuse to cooperate" means to obstruct the collection or testing process. It includes not promptly proceeding to a collection site and providing specimens when told to do so, failing to remain at the testing site until testing is complete; providing an adulterated, dilute or substituted urine specimen; failing to cooperate with a properly-observed or monitored collection; failing to

attempt to provide specimens; failing to provide breath or urine specimens sufficient for testing, unless a legitimate medical explanation is established; failing to cooperate in a medical examination or evaluation directed by the testing laboratory; failing -to sign Step 2 of the DOT Breath Testing Form; and any other conduct which obstructs or interferes with testing.

"Substance abuse professional" or "SAP" is a licensed physician or licensed or certified health care professional who has knowledge and training regarding CDL employees' violations of DOT drug and alcohol regulations and makes recommendations regarding education, treatment, follow-up testing, and aftercare.

"Substituted specimen" means a urine specimen, which has creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

"Test positive for alcohol" means to take an alcohol test that result in an alcohol concentration of .04 or more (grams of alcohol per 210 liters of breath).

"Test positive for drugs" means to take a drug test that results in a concentration of any drug(s) that exceeds the cutoff levels that are set forth in 49 C.F.R. Part 40 and are subject to change by the U.S. government.

Section 17.4 Prohibitions

A. CDL employees may not report for or remain on duty if they have an alcohol concentration of .04 or more; or are using any drug (unless the use is pursuant to instructions by their doctors or other licensed health care professionals that it will not adversely affect their ability to operate a vehicle safely).

B. CDL employees may not perform a safety-sensitive function if they are using alcohol or have used alcohol during the prior four (4) hours.

C. CDL employees may not use alcohol for eight (8) hours after an accident involving a Laboratory vehicle unless they have taken a post-accident test.

D. CDL employees may not refuse to cooperate in a drug or alcohol test required by this policy or DOT rules.

E. CDL employees may not use a prescribed or non-prescription drug whose container warns that it may cause drowsiness or interfere with the ability to drive safely unless they inform the Laboratory's Medical Department.

CDL employees also remain subject to all other applicable state and Federal motor carrier safety rules and regulations.

Section 17.5 Circumstances (besides pre-employment) that CDL employees are subject to mandatory testing

A. **Post-accident:** If a CDL employee is in an accident involving a Laboratory vehicle that results in a fatality, or is ticketed by law enforcement or Laboratory

security after an accident that results in bodily injury to a person who immediately receives emergency medical treatment away from the accident scene or damage to a vehicle that requires the vehicle to be towed away from the accident scene, the CDL employee must take an alcohol test within two (2) hours and a drug test within thirty-two (32) hours. The CDL employee must notify his/her direct supervisor as soon as safely possible after any such, accident.

B. **Random:** Each year, at least 10% of the Laboratory's FESS CDL employees will have to take random alcohol tests (or at such other rates determined by the FMCSA); at least 50% will have to take random drug tests (or at such other rates determined by the FMCSA). Names will be chosen by a scientifically valid method, such as a random number table or a commercially purchased computer-based random number generator (i.e., as opposed to one created in the Laboratory). These tests will be unannounced, spread throughout the year, and all CDL employees will have an equal chance of selection.

C. **Reasonable Suspicion:** If a CDL driver is reasonably suspected of using drugs or alcohol in violation of this Article, by a supervisor or other Laboratory official who has been trained in the detection of alcohol and drug abuse, the driver must take a drug and/or alcohol test.

   All supervisors and Employer representatives designated to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing shall receive specific training on the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances as required by DOT regulations.

D. **Return-to-duty and follow-up:** If a CDL driver violates Section 4, Prohibitions subsections A-D, but is not discharged, the CDL driver must pass a drug and/or alcohol test before the CDL driver can return to duty. The CDL driver will also have, at a minimum, six (6) unannounced follow-up tests during the next year, and additional possible unannounced follow-up tests as required by the SAP in accordance with 49 CFR §40.307.

Section 17.6 Consequences of Positives and Violations

A. If a CDL employee tests positive or violates any provision of Section 4, Prohibitions (other than subsection E), the CDL employee will be immediately removed from the performance of any safety-sensitive functions, advised of available resources for evaluating and resolving drug-alcohol problems, and be referred to the SAP. The first time this occurs the CDL employee provided the employee has at least two years of service shall be suspended without pay until he/she enters into a last-chance agreement with the Laboratory, (as provided for in Appendix A.) provides documentation from the SAP that he/she is successfully participating in and/or has completed any and all treatments, evaluations, counseling, and/or rehabilitation programs, passes a return-to-duty tests, and has been approved by the SAP to return to work. The minimum suspension shall be

one week. CDL employees who have less than two years of service who test positive or violate any provision of Section 4, Prohibitions (other than subsection E) will be discharged.

If a CDL employee refuses to enter into a last-chance agreement, violates a last-chance agreement, fails to provide documentation from the SAP verifying the CDL employee's successful participation in and/or completion of any and all treatments, evaluations, counseling and/or rehabilitation programs, fails to pass return-to-duty tests, or violates any provision of Section 4, Prohibitions again, the CDL employee will be discharged.

B. If a CDL employee takes any alcohol test that results in an alcohol concentration of .02 or more, but less than .04, the CDL employee will immediately be removed from the performance of safety-sensitive functions for at least twenty-four (24) hours, or the start of the CDL employee's next regular shift (whichever is later). Should the CDL employee within the next two (2) years have an alcohol test that results in an alcohol concentration of .02 or more, but less than .04 the employee will be advised of available resources for evaluating and resolving drug-alcohol problems, be referred to the SAP, and/or disciplined, up to and including discharge subject to contractual just cause requirements.

C. If a CDL employee violates subsection E of Section 4, Prohibitions, the employee will receive a warning letter. Should the employee violate subsection E of Section 4, Prohibition a second time within a two (2) year period the employee will be subject to a three day suspension. A third violation will subject the employee to greater discipline in accordance with contractual just cause principles. The CDL employee may also be subject to reasonable suspicion testing.

D. If a test is canceled or invalid, a CDL employee will not be disciplined because of the test results.

Nothing herein shall limit the Laboratory's rights, subject to contractual just cause principles, to additionally discipline employees for conduct which provides an independent basis for disciplinary action even though the employee's violation of Section 4 of this Article may have played a role in the misconduct.

Section 17.7 Suspensions and Violations

CDL employees who have their driver's licenses suspended, revoked, canceled, who are disqualified or lose their right to operate a CMV for any period of time, must notify Human Resources before the end of the business day following the day the CDL employee receives notice of the suspension, revocation, cancellation, disqualification or lost privilege.

CDL employees who are convicted of violating a state or local law relating to motor vehicle traffic control (other than parking violations) must notify Human Resources within thirty (30) days after the date of conviction.

CDL employees who fail to notify the Laboratory that their driver's licenses have been suspended, revoked or canceled, that they are disqualified or have lost their right to operate a CMV for any period of time, or that they have been convicted of violating a state or local law relating to motor vehicle traffic control (other than parking violations), may be subject to appropriate disciplinary action up to and including termination of employment subject to contractual just cause requirements.

CDL employees who are convicted of driving a CMV under the influence of alcohol or drugs, leaving the scene of an accident involving a CMV, or a felony involving the use of a CMV, shall be disqualified from driving of a CMV for at least one year. Depending on the circumstances, the driver may also be subject to appropriate disciplinary action up to and including termination of employment subject to contractual just cause requirements.

Section 17.8 Summary of Alcohol Collection and Testing Procedures

A. All alcohol testing under this Section will be conducted in accordance with applicable DOT/FMCSA regulations. All equipment used for alcohol testing must be on the NHTSA Conforming Products List and be used and maintained in compliance with DOT requirements. A Breath Alcohol Technician (BAT) or Screening Test Technician (STT) who meets the respective requirements of 49 CFR Part 40, Subpart J will collect breath samples. STT's, however, can only conduct alcohol screening tests. Law enforcement officers who have been certified by state or local governments to conduct breath alcohol testing are deemed to be qualified as Breath Alcohol Technicians. The training shall be specific to the type of Evidential Breath Testing (EBT) device being used for testing. The Employer shall, to the extent not otherwise contained herein, provide the employees with material containing the information required by Section 382.601 of the Federal Motor Carrier Safety Regulations.

B. If a CDL employee is subject to alcohol testing, the CDL employee will be sent or driven to a Laboratory designated testing site where the CDL employee will have to verify his/her identity, certify that he/she has been correctly identified on Step 2 of the DOT Alcohol Testing Form, and otherwise cooperate in the site's normal breath specimen collection procedures.

C. A screening test will be done first. If the screen, test result is less than .02, the CDL employee will have passed the alcohol test, and the technician will notify the Laboratory in a confidential manner.

D. If the result is .02 or greater, the CDL employee will have to take a confirmation test after waiting 15-30 minutes. During that waiting period, the CDL employee should not eat, drink, smoke, put anything in his/her mouth, or belch (to prevent an accumulation of mouth alcohol that may lead to an artificially high reading).

E. Before and after the confirmation test, the BAT will run air blank tests to ensure that the EBT is working correctly.

F. For the confirmation test, the CDL employee must exhale into a mouthpiece until the BAT directs the CDL employee to stop. The BAT will then show the CDL employee the

displayed and printed results. The results of the confirmation test, not the screen test, are determinative, and will be communicated by the technician to the Laboratory in a confidential manner. A result under .02 means the CDL employee passed. If the result is .02 or more, or the CDL employee refuses to cooperate, the CDL employee is subject to the consequences described above in Section 6.

G. The parties agree that in the event of further federal or state legislation, or federal or state regulations (IAC or CFR) providing for revised methodologies or requirements (as opposed to DOE contract requirements, requests or mandates), those revisions shall, to the extent they impact this Agreement, unless mandated, be subject to mutual agreement by the parties.

H. All alcohol testing, including procedures for if an employee fails to provide a sufficient breath or saliva specimen, shall be conducted in conformity with the DOT alcohol regulations.

Section 17.9 Summary of Drug Testing Collection and Procedure

A. If a CDL employee is subject to drug testing, the CDL employee will be sent or escorted to a Laboratory designated collection site where the CDL employee will have to verify his/her identity and otherwise cooperate in the site's normal urine specimen collection procedures. The CDL employee's urine specimen will be collected by a trained collection site person ("CSP") in accordance with DOT regulations, using a Drug Testing Custody and Control Form ("CCF'). The employee should ensure that the entries on the CCF are accurate and that his/her specimen is identified with the same number as appears on the CCF.

B. The CDL employee will be given a wrapped or sealed collection container and allowed to provide a urine specimen in private unless: the CDL employee submits a specimen which is abnormally cold or hot; the CDL employee has attempted to tamper with a specimen; CDL employee's original test result was cancelled because the test of the split specimen could not be performed; the CDL employee's prior specimen was invalid; or the CDL employee is taking a return-to-duty test or a follow-up test.

C. If the CDL employee does not provide a large enough specimen (at least 45 ml), the CSP will discard the specimen (except where the specimen was out of the acceptable temperature range or showed evidence of tampering), direct the CDL employee to drink up to forty (40) ounces over a period of up to three (3) hours, or until the CDL employee provides an adequate specimen, whichever occurs first. If the CDL employee still does not provide an adequate specimen, testing will stop and the CDL employee will be directed to obtain an evaluation by a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the CDL employee's failure to provide a sufficient specimen. The CDL employee must obtain the evaluation within five (5) days. If the physician reports to the MRO, that a medical condition has, or it is highly probable a legitimate medical condition could have, prevented the CDL employee from providing a sufficient specimen, the test will be cancelled, and no further action will be taken. If there is not an adequate basis to determine that a medical condition has, or it is highly

probable that a medical condition could have prevented the CDL employee from providing a sufficient specimen, the CDL employee will be deemed to have refused to cooperate.

If the CDL employee refuses to attempt to provide a new specimen, the CSP will terminate the collection and notify the Laboratory that the CDL employee has refused to cooperate.

Failure to provide a sufficient urine specimen (45mL) or not being able to provide a urine specimen shall not be grounds for discipline unless: (i) the employee refuses to undergo an evaluation by a licensed physician acceptable to the MRO within five (5) business days; (ii) the employee test positive; or (iii) the CDL employee is deemed to have refused to cooperate. Only then will the employee be subject to the terms of Section 6A, of this Article.

D. It is recognized that the Specimen Collector is required to check for sufficiency of specimen, acceptable temperature range, and signs of tampering, provided that the employee's right to privacy is guaranteed and in no circumstances may observation take place while the employee is producing the urine specimens, unless required by DOT regulations. If it is established that the employee's specimen is outside of the acceptable temperature range or has been intentionally tampered with or substituted by the employee, the employee will be required to immediately submit an additional specimen under direct observation.

E. If the CDL employee does provide an adequate specimen, it will be poured into two containers, which will be sealed and labeled with a unique specimen number in the CDL employee's presence. The CDL employee then will be told to initial the specimen containers. The CDL employee and the CSP also will fill out and sign portions of the CCF that identifies the CDL employee and the CDL employee's specimen.

F. Both specimen containers will be sent in a sealed plastic bag to a federally certified testing laboratory for analysis. The testing lab will check the CCF and the CDL employee's specimen for any correctable or fatal flaws. The testing lab will also conduct validity testing to determine if a primary specimen is adulterated, diluted, or substituted. The testing laboratory shall perform physiologic determinations for creatinine, specific gravity, pH, and any substances that may be used to adulterate the specimen. If the testing laboratory suspects the presence of an interfering substance/adulterant that could make a test result invalid, but the initial laboratory is unable to identify it, the specimen must be sent to another HHS certified laboratory that has the capability of doing so. Any findings by the testing laboratory that indicate that a specimen is adulterated as a result of the fact that it contains a substance that is not expected to be present in human urine; a substance that is expected to be present is identified at a concentration so high that it is not consistent with human urine; or has physical characteristics which are outside the normal expected range for human urine shall be immediately reported to the Laboratory's Medical Review Officer (MRO). If the specimen is suitable for testing, the testing lab will run a screen test on it. If the screen test is negative, the lab will report the CDL employee has passed the drug test. If the screen test is positive, the testing lab will

analyze the CDL employee's specimen using gas chromatography/mass spectrometry. The testing lab will send the test results to the MRO.

G. The MRO is a licensed physician who, among other things, is responsible for ensuring the accuracy and integrity of the drug testing process. If the CDL employee has a confirmed positive, adulterated, substituted or invalid drug test result, the MRO will contact the CDL employee by telephone at the numbers listed on the CCF. The CDL employee should promptly cooperate with the MRO. If the MRO determines that there is a legitimate medical explanation for a positive, adulterated, or substituted test result, the MRO will report a negative test result to the Laboratory. If the CDL employee does not provide a legitimate medical explanation for a positive test result, the MRO will verify the test result as positive.

   If the CDL employee does not provide a legitimate medical explanation for an adulterated or substituted test result, the MRO will report to the Laboratory that the CDL employee has refused to take a drug test. Invalid test results will be canceled and, depending on the circumstances, may subject a CDL employee to additional testing.

H. If the CDL employee wants the split specimen to be tested by another certified testing lab, the CDL employee should tell the MRO within seventy-two (72) hours of notice of the CDL employee's test results. The Laboratory will require the CDL employee to pay for or reimburse the Laboratory for the costs of the split specimen testing. If the second testing lab fails to reconfirm a positive test or that the specimen was adulterated or substituted, the MRO will cancel the test results and the CDL employee will be reimbursed by the Laboratory for the cost of the split specimen testing. If the split specimen is not available for testing, the CDL employee will be required to provide another specimen under direct observation. If the second testing lab confirms a positive or that the specimen was adulterated or substituted, the CDL employee will be subject to the consequences described in Section 6. After completing the medical review process, the MRO will disclose the test results to the Laboratory. The CDL employee can get a copy of the results from the Laboratory.

I. All specimens deemed positive, adulterated, substituted, or invalid by the testing laboratory, according to the prescribed guidelines, must be retained at the testing laboratory for a period of one (1) year.

J. The parties agree that in the event of further federal or state legislation, or federal or state regulations providing for revised methodologies or requirements, those revisions shall, to the extent they impact this Agreement, unless mandated, be subject to mutual agreement by the parties.

K. All drug testing shall be conducted in conformity with DOT rules under 49 CFR Part 382, and 49 CFR Part 40. This includes, but is not limited to, chain of custody and split specimen procedures.

Section 17.10 Prescription and Non-prescription Medications

If an employee is taking a prescription or non-prescription medication in the appropriate described manner he/she will not be disciplined so long as the employee informed the Laboratory's medical department to the extent, if any, required by Section 4, Subsection E of this Article. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

Section 17.11 Paid-for Testing Time

Employees subject to testing and selected for alcohol or urine drug testing (other than return to duty testing) shall be compensated at the regular straight time hourly rate of pay in the following manner provided that the test is negative:

1) for all time at the collection site.

2) for travel time both ways between the Laboratory's facility and the collection site.

3) The Laboratory will make every effort to schedule the employee to go for the alcohol or urine drug testing during the employee's shift, provided the collection site is open during the employee's shift.

4) The Laboratory shall provide transportation to and from the testing location.

Section 17.12 Voluntary Request for Assistance

The Laboratory shall take no adverse employment action against any CDL employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Laboratory may require reassignment of the employee with his regular rate of pay if he is unfit for duty in his current assignment. However, the protection afforded by this Section shall not be available if the request follows an order to submit to testing, the automatic pendency of an order to submit to testing (e.g., post-accident test), having already been caught in violation of Section 4 or if the employee acted in violation of rules of conduct which otherwise provide an independent basis for disciplinary action. The foregoing is conditioned upon:

a. The employee agreeing to appropriate treatment as determined by the SAP;

b. The employee discontinues his abuse of alcohol or prescription medication or use of illegal drugs;

c. The employee completes the course of treatment prescribed, including an "after-care" group as directed by the SAP;

d. The employee agrees to submit to unannounced testing during hours of work as directed by the SAP, during the period of "after-care."

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This policy shall not be construed as any obligation on the part of the Laboratory to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employees' current use of alcohol or drugs

prevents such individual from performing the duties of his assigned position or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Section 17.13 Confidentiality

Information and records relating to CDL employees' test results and medical information shall be kept confidential and maintained in files separate from employee personnel files. Such records and information may be disclosed to CDL employees or any other third party designated in writing by a CDL employee, the MRO, a SAP, a physician or other health care provider responsible for determining the medical qualifications of a driver under a DOT safety regulation, to and among the Laboratory's employees on a need to know basis consistent with HIPPA, to the decision maker in a grievance, administrative proceeding, lawsuit, or other legal proceeding, the DOT, the DOE, the National Transportation Safety Board, or as required or otherwise permitted by law.

Section 17.14 Violations

Violations of this Article by the Laboratory shall be subject to the grievance and arbitration procedure of Article V.

ARTICLE XVIII

NO DISCRIMINATION

Section 18.1. Equal Opportunity. 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 obligations pursuant to Executive Order 11246.

ARTICLE XIX

TERM OF AGREEMENT

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

Section 19.2. Laws, Government Regulations or Court decisions. In the event that any Federal or State legislation, Government Regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect. The Laboratory and the Union agree, upon written notice by either party, they shall meet to negotiate new contract language to replace the particular clause(s) that were invalidated.

Section 19.3. Term of Agreement. This Agreement shall be effective on April 1, 2011, and shall continue in effect until midnight on March 31, 2014. This Agreement shall automatically be renewed thereafter from year to year unless either party notified 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 WHEREOF, the authorized representatives of the parties have set their hands on the ____ day of March, 2011.

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, LOCAL 701, AFL-CIO

FERMI RESEARCH ALLIANCE, LLC

3/24/11

3/24/11

CH1 10460946.2

APPENDIX A

LAST CHANCE AGREEMENT

In consideration of the Laboratory's (Fermilab's) willingness to continue my association and in acknowledgement of the circumstances, which Lead to this Agreement, I _____ agree to the following:

1. To cooperate in at a minimum, six (6) unannounced follow-up tests during the next year, and additional follow-up tests as required by the SAP in accordance with 49 CFR §40.307.

2. To abstain from using, possessing or trafficking any illegal drugs at any time.

3. Not to report to work or to work under the influence of alcohol or drugs or their metabolites and not to possess or consume alcohol or drugs while at work or working.

4. To submit to an evaluation by a Substance Abuse Professional selected by Company, to fully cooperate in said evaluation and to authorize the Substance Abuse Professional to tell Company whether I am cooperating, whether rehabilitation is prescribed, and whether or not (and when) I can safely resume my job duties. To the extent practicable, the Fermi Laboratory will select a Substance Abuse Professional covered by the employee's insurance.

5. If rehabilitation is recommended or prescribed, to follow my counselor and or therapist's directions and recommendations with respect to rehabilitation and to successfully complete any in-patient and/or out-patient rehabilitation programs recommended and/or directed by said counselor and/or therapist and/or any other prescribed guidelines of the rehabilitation program.

6. To take and pass a test for alcohol and drug use before I return to work.

7. To authorize persons involved in counseling, diagnosing and treating me to disclose to the Laboratory (Fermilab) my progress and cooperation, my drug and alcohol use, and any dangers they perceive in connection with my performing my job duties and to execute any written authorizations which said counselor and/or therapist require in order to provide the Laboratory (Fermilab) with such information. (Such information shall be on a need to know basis.)

I understand and agree that I may be terminated from my job without recourse if I violate or revoke any of the terms of this Agreement and that violation or revocation of such terms constitutes just cause for termination.

I understand that this Agreement is not a guarantee of employment and that I continue to be subject to any and all terms and conditions of employment generally applicable to other

employees covered by the FESS collective bargaining agreement, notwithstanding my compliance with this Agreement.

I have read and understand this Agreement and certify that I am entering into it voluntarily and with full knowledge of its significance after being given a reasonable opportunity to discuss its terms with a representative of the Union and/or any other representative of my choosing. I also certify that I have not used drugs or consumed any alcohol in the last twenty-four (24) hours and that I am legally competent to execute this Agreement.

Signed:_____ Date:_____

Witnessed:_____ Date:_____

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LETTER OF UNDERSTANDING

The parties agree to the following with regard to Section 9.3 (c) Shift Assignment:

(c) 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 non-day shift(s) will be made by the assignment of the least senior qualified employee in each occupational group, 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 **written** 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. Planned temporary shift assignments shall first be offered by seniority to individuals on the opposite rotating shift (i.e., working days instead of working weekends). If no one volunteers, the temporary assignment shall be offered by seniority to day shift employees. If still no volunteers the least senior qualified employee from the opposite rotating shift shall be assigned. (current language as amended)

Subsequent temporary shift assignments will be assigned on a least senior basis with forced temporary shift assignments not exceeding five (5) days or nights in duration. Beginning with the least senior employee, subsequent shift assignments will be made on an ascending seniority basis until all employees have filled the forced temporary shift assignment.

Where an employee has exercised seniority to obtain a temporary shift assignment, that employee shall be obligated to complete that assignment. (current language)

The parties agree to the following with regard to the subsequent temporary shift assignments:

1. Upon contract ratification, the implementation for subsequent temporary shift assignments will be done on a one (1) year trial basis.

2. The parties will reconvene after one (1) year to discuss any serious issues that have arisen. If no serious issues have arisen, the letter of understanding will remain in effect for the term of the agreement. If the parties are unable to resolve any serious issues at the end of the trial period, then both parties agree to revert to the original shift assignment language in the current collective bargaining agreement.

3. The present Working Foreman as of the date of contract ratification is exempt from the rotation, and any future Working Foreman will be included in the shift rotation.

AGREED:

FOR THE LABORATORY:

Juanita Frazier 12/2/10

Juanita Frazier, Workforce Relations Manager

FOR THE UNION:

Mark C. Utley 12-2-10

Mark Utley, Business Representative