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**COLLECTIVE BARGAINING  
AGREEMENT (CBA)**

between

**Lawrence Livermore National Security, LLC  
(LLNS)**

and

**Skilled Trades Bargaining Unit Employees –  
University Professional and Technical  
Employees (UPTE), Communication  
Workers of America (CWA) Local 9119,  
AFL-CIO**

**2025 – 2029**

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## **ARTICLE 1: AGREEMENT**

This Agreement is executed this 28<sup>th</sup> day of April 2025, effective January 24, 2025, by and between Lawrence Livermore National Security, LLC (LLNS) (the “Employer”), and the University Professional and Technical Employees (UPTE), Communications Workers of America (CWA) Local 9119, AFL-CIO (the “Union”).

### **A. Purpose of Agreement**

1. The parties hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as a result of the unlimited right and opportunity of the parties to make any proposals with respect to the employer-employee relationship, which exists between them relative to the scope of bargaining.
2. This Agreement recognizes one (1) certified bargaining unit. Each provision of the Agreement applies to that bargaining unit unless specified otherwise.

### **B. Recognition**

The Employer recognizes the University Professional and Technical Employees (UPTE), Communications Workers of America (CWA) Local 9119, AFL-CIO as the sole exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all air conditioning mechanics, locksmiths, boiler and pressure systems mechanics, carpenters, electricians, heavy equipment mechanics, laborers, maintenance mechanics, painters, plumbers/fitters, riggers, sheetmetal workers, trades helpers and welders employed by the Lawrence Livermore National Security, LLC (LLNS), Livermore, California, and its Site 300 facility located in Tracy, California, excluding all other 800-series classifications, and all other classifications, including all management, supervisory and confidential employees.

## **ARTICLE 2: MANAGEMENT RIGHTS**

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively with the Employer. Except as otherwise provided in the Agreement, the Union agrees that the Employer has the right to make and implement decisions related to areas including, but not limited to, those enumerated below.

Examples of the rights reserved solely to the Employer, its administration, agents and officials include, but are not limited to, the right:

1. To establish the Employer's mission, programs, objectives, activities and priorities.
2. To exercise full and exclusive control of the management of "LLNS," and to supervise and direct all operations.
3. To plan, direct, manage and control the use of resources and personnel to achieve the Employer's missions, programs, objectives activities and priorities.
4. To establish, revise and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on.
5. To introduce and implement new or improved methods, equipment, supplies, and facilities, or change or eliminate existing methods, equipment or facilities.
6. To determine the location of operations.
7. To determine the work to be done; to assign work; to establish and change daily or weekly work schedules; to schedule hours of work, including overtime; to establish or eliminate shifts; and to determine whether and to what extent work shall be performed by employees.
8. To establish budget procedures, determine budgetary allocations and budgetary priorities.
9. To establish the size, composition and qualifications of the work force; to determine the nature of positions and whether or not to fill positions; and to use tests, interviews and other selection techniques to hire, promote, transfer and otherwise evaluate employees.
10. To recruit, hire, train, evaluate, promote, transfer, reclassify, demote or lay-off employees.
11. To discipline, discharge or release non-career employees without cause, or to medically separate employees unable to perform essential, assigned functions fully, due to disabilities or other medical conditions.
12. To determine the basis for merit increases, special awards and payments for meritorious performance and to exercise discretion as to the granting, timing, amount, distribution and frequency of such increases, and whether or not such increases shall accrue to an employee's base salary.
13. To establish, modify and enforce standards of performance, workload, conduct and safety for employees; and to determine the process by which employee performance is evaluated.
14. To establish, maintain, modify and enforce safety standards and programs.
15. To implement, continue, modify or discontinue any policies, practices, rules or regulations which do not conflict with the express written provisions of this Agreement.
16. To utilize personnel, methods and means appropriate for maintenance of an orderly, effective and efficient operation.
17. To maintain employee records, including attendance and time worked.

The above enumeration of management rights is not inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the Employer be construed to mean that any right is waived.

Notwithstanding but without limiting the foregoing, the Union shall retain the right to grieve and to arbitrate disputes over and/or arising from the exercise of management rights that it believes to exceed the rights reserved to management in this Article.

## **ARTICLE 3: WORK RULES**

### **A. General Provisions**

For the purposes of this Article, work rules are defined as rules promulgated by the Employer, within its discretion, which regulate employees relative to and affecting their employment. The Employer may enforce these work rules while employees are on premises of the Employer and/or while working for the Employer. Work rules shall not be construed as superseding the Collective Bargaining Agreement.

### **B. Notice**

At least thirty (30) calendar days prior to the implementation of new or changed work rules, the Employer shall inform the Union of the proposed rules and the Employer's reasons for promulgating the new or changed rules. Upon receipt of a written request from the Union received within ten (10) calendar days of notice, the Employer shall meet and discuss the proposed work rules with the Union prior to the proposed implementation date.

### **C. Grievability**

In the event the Employer's enforcement/application of its work rules violates any Article in the contract, a grievance may be filed in accordance with the provisions of Article 29: Grievance Procedure, and appealed to Arbitration in accordance with the provisions of Article 30: Arbitration Procedure of this Agreement.

#### **ARTICLE 4: PERFORMANCE OF BARGAINING UNIT WORK BY SUPERVISORS**

Supervisory employees of employees covered by this Agreement shall not regularly do any work ordinarily done by any classification of employees covered by this Agreement. This shall not be construed to prevent such supervisory employees from assisting or instructing any subordinate in the training or discharge of their regular duties, or from working in cases of emergency or where the shop is short-handed due to sickness, leaves of absence, or vacations.

Supervisory employees shall not perform bargaining unit work for a period of more than 14 consecutive days except in the case of emergency or where the shop is short-handed including but not limited to sickness, extended leaves of absence, or vacation. In the event that supervisors need to work more than 14 days, the Employer will notify the Union within 5 days either before or after the 14<sup>th</sup> day. The Employer agrees to meet, at the Union's request, to discuss the impact on bargaining unit employees and options to address the circumstances resulting in the supervisor performing bargaining covered work.

## **ARTICLE 5: CONTINUITY OF OPERATIONS**

During the life of this Agreement or any written extension thereof, the Union, on behalf of its employees, agents and members, agrees that there shall be no strikes, slowdowns, walkouts, refusal to perform assigned duties (except when exercising the stop work provision of the Health and Safety Article of this Agreement), sit-downs, sick-outs, or union-sanctioned refusal to cross picket lines at Employer-owned facilities. Individuals may, on encountering a picket line, request approval from their supervisor to take vacation for the day.

For its part, the Employer agrees that there shall be no lockouts by LLNS or any of its subsidiaries during the life of this Agreement, or any written extensions thereof.

The Union, its officers, agents, representatives, persons acting on its behalf, and all employees covered by this Agreement, agree that they shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any aforementioned activities in violation of this Article.



## **ARTICLE 6: UNION SECURITY AND DUES CHECK OFF**

### **A. Union Security**

Bargaining unit employees shall be required to become and remain members in good standing of the Union as a condition of their continued employment as hereinafter defined following the later of: (A) thirty days after the beginning of their employment within the bargaining unit, (B) the effective date of this Agreement, or (C) completing their probationary period. For the purposes of this Section, the only obligation of a member in good standing of the Union shall be the payment of the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining actual membership in the Union.

The Union may require and cause the Employer to terminate the employment of an employee who fails to meet the requirements of this Section. To be effective, the Union's direction to terminate a delinquent employee shall be in writing and signed in ink by the Union's President. The Employer will make termination effective within three working days after receipt of the Union's written direction. The Union will defend, indemnify, and hold harmless the Employer for any claim, suit or liability of any nature arising from the Union's direction that it terminate an employee's employment under this Section.

### **B. Dues Check Off**

The Employer shall deduct from the wages of an employee in payment of membership dues and remit the same to the Union on or before the 15<sup>th</sup> day of each calendar month, provided, the Employer has received from each affected employee, on whose account such deductions are made, a written assignment which shall be irrevocable for a period of no more than one year, or the termination date of the applicable collective bargaining agreement, whichever occurs sooner. The amount to be deducted for membership dues will be determined in accordance with the Union constitution and bylaws. The Union shall inform the Employer of any change in the amount of dues in writing signed by the Union's President.

## **ARTICLE 7: ACCESS**

The Employer agrees that non-employee officers and representatives of the Union shall be admitted to the premises of the Laboratory at reasonable times. Staff Relations will arrange temporary badge access for for one (1) non-employee official union representative as designated by the UPTE-CWA President, or designee. The non-employee Union representative must meet the requirements of the Employer for uncleared badge access. Renewal of the temporary badge is contingent on the non-employee union official representative's completion and approval of the Personal Verification (PIV) of Federal Employees and Contractors background investigation. The duration is determined per the PIV of Federal Employees and Contractors process. Any non-employee representative with temporary badge access shall notify the Employer when they arrive on the premises.

Every six (6) months the UPTE-CWA president or designee will confirm with Staff Relations that the non-employee representative has not changed. In the event the non-employee Union representative is no longer designated the official representative, the UPTE-CWA President or designees will inform the Employer within 48 hours.

Non-employee officers and representatives without temporary badge access shall request a visitor badge and upon no less than twenty-four (24) hours' notice and approval from Staff Relations.

When a situation warrants shorter notice, the parties shall mutually agree to waive such notice. Such visitation shall be for the purpose of ascertaining whether this Agreement is being observed by the parties and for activities specified in the Grievance Procedure and other interactions with the bargaining unit including education, presentation of new union benefits, and other informational meetings.

### **A. Bulletin Boards**

1. Bulletin boards or bulletin board space is available for the Union, in all break rooms and shops with continued availability.
2. Bulletin board availability for display of appropriate materials related to the bargaining unit, based on existing Laboratory practices, understandings and agreements, shall be provided on the following basis:
  - a. The Union may use bulletin boards designated by the Employer to post materials related to Union business. Any materials posted must be dated and initialed by the Union representative responsible for the posting and a copy of all materials posted must be provided to the appropriate Laboratory Representative at the location at the time of posting.
  - b. All materials shall be posted by a designated member of the Union and may include but not be limited to the matters listed below:
    1. Union recreational and/or social affairs;
    2. Union appointments;
    3. Union elections;
    4. Results of Union elections;
    5. Union meetings;
    6. Reports of Union Standing Committees; and

7. Other materials which have been authorized by the Employer and the President of the Union.
- c. The Union agrees that nothing libelous, obscene, defamatory or of a partisan political nature shall be posted.
- d. In the event a dispute arises concerning appropriateness of the material posted, the Employer shall notify the designated UPTE-CWA representative as to the nature of the dispute before removing the material in question.
- e. Bulletin board space available to the Union shall be maintained by the President of the Union or designee. Bulletin boards shall be available at Livermore and Site 300.

## **B. Mail Service**

Access to the Lawrence Livermore National Laboratory's internal mail system by the Union shall be limited to mailings to employees at the main Livermore site only. The Union may use the Laboratory mail system subject to the following:

### **1. Definitions**

#### **a. Laboratory Contact**

Laboratory Contact shall be Staff Relations.

#### **b. General Distribution**

General Distribution shall mean a mailing by the Union of the same or similar material to a group of twenty-five (25) or more bargaining unit employees.

### **2. Mailing Standards**

#### **a. Addressing Requirements**

All mail must be properly addressed. A proper address includes: the full name of addressee, the exact L-code (location code) and the return address; however, these requirements may change from time to time. Mail, which is not addressed according to these requirements, may be delayed in delivery, returned to sender or discarded. General Distribution mailings must be properly addressed and pre-sorted by mail stop (L-code).

#### **b. Height, Size and Packing Requirements**

Per piece requirements for mailings are as follows:

- No heavier than 8 ounces;
- No larger than 9 x 12 inches;
- No thicker than 2 inches;
- No smaller than 3-1/2 x 5 inches.

#### **c. Content Limitations**

Mailings that advocate or encourage unlawful conduct or disruptive conduct by Laboratory employees shall not be sent through the internal mail system.

The contents of all mailings must conform to appropriate federal and state laws and regulations and U.S. Postal regulations.

No mailing may contain material violative of law.

**d. Frequency of Access**

The Union will be limited during each calendar year to 10 (10) General Distribution mailings.

**e. Priority**

The Union General Distribution mailings will be given third level priority by Mail Services after internal Laboratory mail and First Class mail respectively. The Union mailings of the same or similar materials to a group of less than twenty-five (25) employees shall be given second level priority by Mail Services similar to First Class mail. Delivery may be delayed by things such as staffing levels, mail volume, properly or improperly prepared mail, business interruptions, holidays, vacation schedules, and Laboratory close-downs.

Arrangements for delivery of General Distribution mailings must be made by submitting a completed "Request for General Distribution Mailing by Employee Organization Through the LLNS Internal Mail System" to the Laboratory Contact. Such request must be received by the Laboratory Contact at least five (5) business days in advance of the delivery of material by the Authorized Employee Organization Representative to the Mail Services facility. The Union may be required to delay delivery of material to the Mail Services facility for a reasonable period of time in order to facilitate effective Mail Services operations. Mailings without a written authorization from the Laboratory Contact for processing will not be accepted for delivery by Mail Services.

In locations where individual employee mail boxes exist, the Union may use such boxes provided:

1. The distribution of literature by the Union shall be done during non-work time. The Union shall be responsible for clearing and disposing of Union materials. A failure by the Union to comply with this provision shall result in this privilege being revoked.
2. The access is otherwise consistent with the access provisions of this Agreement; and
3. The use complies with applicable Laboratory rules and regulations.

Failure to comply with these provisions may result in the denial of access to the internal mail system for a period of up to one (1) year or a limitation on the number of General Distribution mailings.

**C. Telephone Use**

Necessary telephone calls of a personal nature from Laboratory extensions are permitted but should be kept to a minimum to keep telephone lines open for Laboratory business. Public telephones are located in various areas for employee convenience.

Employees may not charge personal or Union toll calls to the Employer. Employees are to bill personal or Union toll calls to their residence phone, credit card, call collect or use a public telephone.

#### **D. Use of Facilities**

Non-work areas, including lunch rooms at Livermore and Site 300, may be used for Union meetings subject to the operating needs of the Department. Requests for use of such facilities shall be made in advance to Staff Relations. In the event the facilities requested by the Union have already been scheduled for other activities at the time the Employer receives the Union's request, the Employer shall not be required to change the existing scheduled use of the facility to accommodate the Union. The Employer may supplement, alter, modify, amend or when necessary rescind the designated meeting rooms and the days and hours available. The Employer will provide a list of available rooms to the Union when a request for facilities is made in order to help speed up the process of reserving a room. Availability of rooms is subject to change.

#### **E. Preparation, Printing and Distribution of the Agreement**

1. In consultation with the Union, the Employer shall prepare the official version of this Agreement. The Union may review the camera ready copy of the Agreement prior to printing. The Employer shall print and retain the official version of the Agreement.
2. The Employer, at its sole non-grievable discretion, may elect either, neither or both of the following options:
  - a. To print and distribute copies of this Agreement to the employees covered by the Agreement; and
  - b. To identify central locations where copies of the Agreement are available for review.

#### **F. Union Membership Orientation**

Pursuant to Article 8.A.2.a, the Employer shall allow the designated Union Steward up to one (1) hour of paid release time to give a brief information presentation by the Union for new hires. The Employer and Union understand that the purpose of this meeting is for the Union to present non-controversial information concerning the Union to the orientees, including membership information. The provisions contained herein are individual proposals. The Employer shall notify the designated UPTE-CWA representative within two (2) weeks of a new employee's hire date. The Union shall follow the same rules set forth in Section D for purposes of scheduling the monthly union membership orientation.

## **ARTICLE 8: STEWARD ACCESS**

### **A. General Provisions**

1. The Employer shall recognize UPTE-CWA-designated employee representatives who are members of the bargaining unit. The function of the UPTE-CWA-designated employee representative shall be to inform employees of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances.
2. The Union may designate eight (8) bargaining unit employees as "UPTE-CWA designated employee representatives" for the purposes of receiving paid release time as provided in this section. Each UPTE-CWA designated representative shall receive up to two (2) hours of paid release time each month. Additional time may be requested and approved by the Department Head or Staff Relations.
  - a. The use of paid release time shall be for the following grievance-related and representation-related activities including but not limited to:
    1. The hand-delivered filing of a grievance and additional filings related to the grievance, and the retrieval of Laboratory documents provided pursuant to a written request for information related to a grievance;
    2. Meetings with the Employer representative to whom written grievances are presented or to whom documents related to filed grievance(s) are presented/signed or with whom time limit agreements are achieved;
    3. Informal Review meetings with management personnel held pursuant to Article 29: Grievance Procedure;
    4. Individual meetings with union member(s) who are pursuing a grievance;
    5. Participation in an investigatory meeting initiated by the Employer;
    6. Union new membership orientation meetings pursuant to Article 7, Section F.
  - b. All paid release time must be approved by the Steward's Division Manager, Department Head, or Staff Relations.

## **ARTICLE 9: POSITIONS**

### **A. Employees**

For the purposes of this Agreement, the term “employee” shall be understood to mean a member of the Skilled Trades bargaining unit.

### **B. Career Positions**

Career positions are intended for journey-level skilled trades employees established at a fixed percentage of fifty percent (50%) or more of full-time, and are expected to continue indefinitely.

### **C. Flexible Term**

A flexible term employee is an individual hired by the Employer for a limited duration assignment, not to exceed eight thousand (8,000) accumulated hours from date of hire.

## **ARTICLE 10: PROBATIONARY PERIOD**

Newly hired employees shall serve a probationary period of twelve (12) months of continuous service without a break in service. Time on leave, with less than full pay or without pay is not qualifying service for the completion of the probationary period. Probationary employees may be released without cause at the sole discretion of the Employer.

The decision to release an employee during the probationary period or to extend the employee's probationary period is not subject to the Grievance or Arbitration Procedures of this Agreement.

Probationary employees will receive a written evaluation at six (6) and nine (9) months. Failure to provide a written evaluation will be considered satisfactory.



## **ARTICLE 11: NONDISCRIMINATION AND AFFIRMATIVE ACTION**

The Employer and the Union are committed to a discrimination-free workplace and neither condones or tolerates practices that discriminate against any person on the basis of race, color, religion, marital status, national origin, ancestry, sex, gender identity, pregnancy (including childbirth and medical conditions related to pregnancy and childbirth), sexual orientation, physical or mental disability, medical condition (cancer-related or genetic characteristics) as defined in California Government Code Section 12926, or Title II of the Genetic Information Nondiscrimination Act, status as a covered veteran (Vietnam-era veteran or special disabled veteran or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, or recently separated veterans), age, or citizenship or any other basis protected by law. This policy is intended to be consistent with the provisions of applicable State and Federal laws and LLNS Policies. Violations of this Article shall not be subject to Article 30, Arbitration of this Agreement provided, however, claims arguably cognizable under Sections 8(a)(1), (3), and/or (5) of the National Labor Relations Act are and shall remain arbitrable and subject to administrative deferral by the NLRB to the fullest extent allowed by law.

## **ARTICLE 12: REASONABLE ACCOMMODATION**

### **A. Purpose**

To outline the steps that will be taken to allow qualified employees who are disabled or become disabled to perform the essential functions of their position. This Article provides an overview of the interactive process, accommodations for known medical disabilities, and employee and management responsibilities as related to reasonable accommodation.

### **B. Procedure**

The employer provides reasonable accommodations, with the goal of allowing qualified employees who are disabled or become disabled to perform the essential functions of their position. The interactive process will be used to determine what, if any, reasonable accommodation will be made.

If the employer becomes aware of the need for an accommodation, the employer shall analyze and identify the essential functions of the employee's position to determine if a reasonable accommodation can be made. The employer provides employees with reasonable accommodations, in accordance with applicable State and Federal law. The Return to Work Program assists employees and supervisors in accommodating employees in need of assistance.

#### **1. The Interactive Process**

The interactive process is a dialogue between the employee and appropriate representatives of the employer about viable options for reasonably accommodating the employee's disability. Options may include but are not limited to: a modified work schedule, a leave of absence, reassignment, modified equipment, assistive devices, modification of existing facilities, and restructuring of the job. Both the employer and the employee are expected to participate in the interactive process.

During the interactive process, the employer considers information related to the essential functions of the job, functional limitations, possible accommodations, and the reasonableness of possible accommodations. This information will be used by the employer to determine what, if any, reasonable accommodation(s) can be made.

In the unusual situation that the employee cannot be reasonably accommodated, the employee will be referred to the Benefits group for counseling regarding remaining sick leave and group insurance benefits, retirement options, and the possibility of medical separation.

## **ARTICLE 13: HEALTH AND SAFETY**

### **A. Safety**

1. It is the duty of the Employer to make a reasonable effort to provide and maintain a safe place of employment. The Union will cooperate by encouraging all employees covered by this Agreement to perform their work in a safe manner.
2. It is the duty of all employees covered by this Agreement, in the course of performing their assigned duties, to be alert to unsafe practices, equipment, and conditions, and to follow the safety regulations and requirements of the Employer, and to report any unsafe practices or hazardous conditions to their immediate supervisors. Employees who believe they have been subjected to reprisal for making such reports may make complaints pursuant to the Laboratory's Employee Concerns Policy.
3. An employee shall not be required to perform work which they reasonably believes is unsafe, until the safety concern of the employee has been reviewed by the Hazards Control ES&H representative or designee. Management shall contact Hazards Control ES&H representative or designee, and the employee may be reassigned to perform other work, if it is determined that the work is unsafe by the ES&H representative or designee.
4. Bargaining unit employees will not be required to take samples, including performing swipes for ES&H personnel. However, they may be required to provide operator assistance to facilitate ES&H access to the sample area. ES&H personnel requiring bargaining unit employee assistance to access sample areas will be appropriately safety trained for equipment used during the sampling process.
5. Outcomes of ES&H assessments described in A.3 above and E. below will be shared with the affected bargaining unit employees in a timely manner.

### **B. Protective Clothing and Equipment**

1. The Employer reserves the right to require certain unit employees to wear personal protective equipment.
2. Personal protective equipment includes attire worn over or in place of personal clothing to protect the employee's clothing from damage or abnormal soiling. Safety equipment protects the employee from exposure to hazardous working conditions. The Employer shall continue to provide clothing and safety equipment which it currently makes available to the employees covered by this Agreement. If protective clothing (e.g., overalls, coveralls, painter's whites) is required on a continuing basis, the Employer shall provide and maintain such clothing.
3. Each employee who requires corrective safety glasses and is in a classification which requires the use of safety glasses shall receive one (1) pair of corrective safety glasses, one (1) pair of sunglasses, and one (1) pair of transition lenses per year. Employees working in extreme environments shall receive replacement lenses and/or frames as often as required by accelerated wear and tear. The employee shall bring the prescription to their supervisor and the Employer shall then purchase the glasses.

### **C. Safety Training**

1. The Employer will provide appropriate safety training to bargaining unit employees, in accordance with applicable Federal, State, and Local health and safety laws and regulations.

2. The Employer and the Union agree that bargaining unit employees are required to carry out their job duties without endangering their own health or safety or that of other employees. The Employer and the Union further agree that no employee may manufacture, distribute, dispense, sell, use or be under the influence of alcohol or illegal drugs while performing their job duties.

**D. Ability to Stop Work**

1. Unit employees shall have the right to stop their work or the work of others, at any time if they observe conditions that could cause harm to themselves, others, or the environment.

**E. Ability to Pause Work**

A Safety Pause can be called by any worker, anytime, whenever they believe a job cannot be performed safely. Management, including but not limited to RI, Payroll Supervisor, and/or ES&H safety personnel, must assess the potential unsafe condition before work can resume. If it is determined during the Safety Pause that a new hazard is introduced, or the scope of work has changed, then the issue is elevated to a Stop Work.

**G. Excess Overtime**

Special approvals for excess overtime are stated in Article 23, Overtime, section B.3.

## **ARTICLE 14: EMPLOYEE LEAVE**

Vacation, Sick Leave, Military Leave, Leave with Pay (e.g., Jury Duty), and Leave Without Pay for Union bargaining unit employees will be governed by LLNS Human Resources Policy, Sections 301-312, as it applies to non-represented LLNS, LLC employees. The Employer will discuss the anticipated changes or changes to the HR Policies if necessary or if the Union has questions about the changes.

## **ARTICLE 15: PERFORMANCE EVALUATION**

### **A. Definition**

Performance Evaluation is a constructive process to acknowledge the performance of a non-probationary employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of their duties. Performance evaluation is not in and of itself a disciplinary procedure.

### **B. Evaluation Of Employees**

1. The performance of each employee shall be evaluated at least annually, in accordance with a process established by the employer. Nothing in this Article shall prohibit the written evaluation of any employee more frequently than once annually.
2. The performance of non-probationary employees shall be evaluated in writing at least annually on a schedule in accordance with performance evaluation procedure(s) used for non-represented employees at the Laboratory. At the time of evaluation, the employee shall be given a copy of the evaluation and shall have the opportunity to provide written comments regarding the evaluation or add relevant materials which may supplement or enhance the evaluation. The comments or additional relevant materials, if any, shall be attached to the employee's evaluation and placed in the employee's personnel file.
3. In the event a non-probationary employee does not receive the written evaluation, the employee's overall performance for the year period shall be deemed to have been satisfactory for the purposes of salary management.
4. Should the employer wish to make changes to the evaluation form, the Union shall receive 30-days notice along with the text of the proposed change. The Union shall respond within 15 days of receipt of the notice with an acceptance of the change or a demand to bargain the change.

## ARTICLE 16: EMPLOYEE DEVELOPMENT

Orientation programs and on-site training courses are provided to instruct and acquaint employees with policies, procedures, and job requirements. Employees may participate in special courses, workshops, and conferences at other organizations, colleges, and universities, or attend scientific meetings, professional society meetings, research conferences, and industrial conventions and shows.

When required by and approved in advance by the department head/division leader, time spent in attendance at such programs, courses, workshops, meetings, and conferences is time worked.

**Internal Training:** LLNS provides employee training in various fields and topics of interest to the Laboratory. These training courses are either assignment-related or career-related and are taught by LLNS employees or by non-employees under contract.

**External Training:** External training includes courses, seminars, and workshops offered by universities, professional associations, and private companies. When a department head/division leader approves a request for an employee to undertake assignment-related or career-related off-site training, the department/division pays fees, travel, and other expenses as necessary. External training is only used when the required skill, knowledge, or training is not readily available at the Laboratory.

### A. Education General

Unit members may take academic courses and are eligible for tuition and/or fee reimbursement when:

1. The employee is in a career indefinite or flexible-term appointment.
2. The course is assignment-related or is part of a unit member's approved Academic Plan.
3. The unit member files a completed and approved Education Assistance Form with the Laboratory's Training and Development Division prior to the start of the course.

### B. Academic Plans

Employees in a career indefinite or flexible term appointment may submit academic plans for acquiring the academic training needed to qualify for a specific Laboratory job or assignment. Each plan is reviewed and approved by the employee's department head/division leader and the Laboratory's Training and Development Division. Approval of the plan is based on the relevance of the degree/discipline to LLNS, quality of the program, funding availability and potential for individuals to meet anticipated workforce needs.

### C. Education Assistance

Unit members, except participants in a State-approved Unilateral Apprenticeship Training Program, are provided the following education assistance when a course is approved as assignment-related or when the course is approved as career-related. Education assistance for participants in a State-approved Unilateral Apprenticeship Training Program is exclusively that provided by the Program.

1. Time Off to Attend Classes

Unit Members are expected to take classes during non-working hours or to work with their supervisor to adjust their work schedules around class time when operationally

feasible. Time off with pay is not allowed for travel, study, library, assignment or faculty consultation time.

2. Fee Reimbursement

Employees may be reimbursed for tuition, laboratory fees, and other fees required for registration when the employee submits proof of successful course completion and receipts for payment of fees to the Laboratory's Training and Development Division.

Reimbursement is allowed also when employees are forced to withdraw from a course because of work requirements, as confirmed by their department head/division leader, provided they submit evidence from the instructor that their work in the course was satisfactory at the time of forced withdrawal. Otherwise, employees who terminate before completion of a course are not to be eligible for reimbursement.

3. Repayment of Tuition Assistance

Employees who voluntarily terminate employment, or are terminated for cause within twelve (12) months of completion or withdrawal from an approved undergraduate or graduate degree program must repay 100% of their tuition reimbursement.

Repayment will be waived if the employee is prevented from satisfactorily completing courses due to extended illness or disability as confirmed with LLNS Health Services Department, the employee leaves LLNS as a result of reduction in force or layoff, or work requirements necessitate withdrawal from a course, as confirmed by their department head/division leader. Employees must provide and submit evidence from the instructor that their work in the course was satisfactory at the time of forced withdrawal.

**D. Safety-Related Training**

The Employer and the Union agree that workplace health and safety are of paramount importance. To that end, they agree to collaborate with respect to issues relating to safety training and to submit said issues to the Joint Safety Committee in accordance with Article 13.



## **ARTICLE 17: PERSONNEL FILES**

### **A. Access For Inspection**

An employee shall be granted a reasonable amount of time in without-loss-of-straight-time pay status to review their personnel file(s). When granting such requests, the Employer shall take into account the frequency of such requests and the amount of time the employee is or will be engaged in such activity. A Laboratory representative may accompany the employee when the employee is reviewing their personnel file(s). Alternatively, an individual may authorize a Union representative to receive a copy of the employee's personnel file(s) or identified portions thereof on the employee's behalf. Such written authorization shall be valid for up to ninety (90) calendar days from the date of the signature of the authorization, or within a written time limit specified by the employee, whichever is later. When they are requested, copies will be provided within two (2) working days of the request.

### **B. Letters Of Warning/Discipline And Rebuttal Statements**

Copies of letters of warning and/or disciplinary action shall, upon being placed in the employee's personnel file(s), be provided to the employee. The employee's written comments/rebuttals, if any, regarding such letters shall be placed in their personnel file(s) and shall be attached to the material being rebutted. Letters of warning and/or disciplinary action will be removed from an employee's personnel file(s) if there have been no similar warnings or disciplinary actions for a two (2) year period. If there have been no similar warnings or disciplinary actions for a two (2) year period, materials which are two (2) years old will not be used or relied upon to take or support disciplinary action. Counseling memoranda and/or written records of discussion, in and of themselves, are not discipline and shall not appear in employees' files.

### **C. Grievance Files**

Records involving the processing of an employee's grievance such as the grievance form, step appeals and responses, and settlement documents will be kept in a file separate and apart from the employee's personnel file, and will be reviewable by the employee or their representative under Section A.

### **D. Protections From Disclosure**

Except as allowed by law, by written permission of the employee, or provisions of this Article, no disclosure of an employee's personnel file shall occur. Only records protected by recognized legal privilege or excepted from disclosure by law may be withheld from the employee and/or the employee's representative. Neither an employee nor their representative shall be entitled to review confidential pre-employment information, nor shall the employee or their representative be entitled to review documents related to internal Laboratory labor relations.

### **E. Correction Of File**

If, after inspection of their personnel file, an employee believes that any portion of the material contained therein is not accurate, the employee may make a written request to the appropriate Employer representative, to have the material corrected. The Employer shall notify the employee in writing of the correction or of its denial of said request. Denials shall be reviewable using only up to and including Step 2 of the Grievance Procedure as described in Article 29.

**F. Fees**

Pursuant to Employer's procedures, fees may be charged for making copies of personnel file information or extracts thereof; however, there is no charge for the first copy annually of the employee's records, either to the employee or to the employee's authorized representative.

## ARTICLE 18: INCIDENTAL USE

Lawrence Livermore National Security, LLC Information Technology (IT) resources are funded and owned by the United States government for the purpose of supporting Lawrence Livermore National Security, LLC's programmatic and business activities. In order to create a more supportive work environment, this policy extends to employees new privileges and additional responsibilities associated with the incidental personal use of LLNS unclassified information technology resources in compliance with DOE O 203.1 (issued 1-7-05) Limited Personal Use of Government Office Equipment including Information Technology.

Incidental Personal Use, as it relates to this policy, is the incidental use of information technology resources for personal purposes that are **not** in the performance of one's official LLNS duties. Information technology resources include, but are not limited to, data communication networks, information servers, personal computers, printer and other related peripheral equipment and software.

Laboratory employees may make incidental personal use of LLNS IT resources if that use meets **all** of the following criteria:

- does not involve resources designated for classified systems;
- does not involve personal gain;
- does not directly or indirectly interfere with Lawrence Livermore National Security, LLC's operation of electronic communications resources;
- does not interfere with the employee's work assignment at Lawrence Livermore National Security, LLC;
- does not burden the Laboratory with noticeable incremental costs [de minimus expense];
- does not bring discredit to Lawrence Livermore National Security, LLC or cast significant doubt on the employee's reliability or trustworthiness or otherwise affect an employee's ability to work effectively or harmoniously with others; and
- does not support outside business activities;
- does not involve the creating, downloading, viewing, storing, copying, or transmitting of sexually explicit or sexually-oriented materials; or images or material related to gambling, illegal weapons, terrorist operations, or criminal activities;
- Does not violate other laws, or otherwise constitute an unauthorized use under this or other Contract Articles.

Incidental personal use does **not** include use by non-employees, even if they are members of an employee's immediate family or working under a sub-contract with LLNS (unless such use is specifically permitted in the applicable sub-contract).

The observance of all cyber security practices, rules, and regulations is the responsibility of all employees.

Lawrence Livermore National Security, LLC may employ monitoring tools to detect improper use of information technology resources. The Notice to Users on LLNS web sites and other computer systems contains specific notice of the Lawrence Livermore National Security, LLC's privacy policy and other information associated with accessing LLNS computers.

An employee found to be in violation of this Article is subject to corrective action, up to and including dismissal, under Article 19, Corrective Action.

## **ARTICLE 19: CORRECTIVE ACTION / DISCIPLINE AND DISMISSAL**

The Employer shall have the authority to discipline non-probationary career employees for "cause." The Employer may discipline an employee by written warning, disciplinary demotion, salary decrease, suspension without pay and dismissal. The degree of discipline is at the sole discretion of the Employer. Oral reprimands are not discipline and are not subject to the Grievance or Arbitration Procedure.

An employee may be placed on investigatory leave (with pay) by the supervisor, without prior written warning and without other approval, while a charge of serious misconduct is under investigation. The investigatory leave shall not exceed fifteen (15) calendar days, unless unusual circumstances exist (documented with specificity), in which case leave may be extended up to an additional fifteen (15) calendar days sufficient to permit an investigation of alleged misconduct to be completed. Serious misconduct shall be misconduct that, if substantiated, would warrant severe corrective action or dismissal.

Upon completion of the investigation, the employee shall be informed by Staff Relations in writing of the result of the investigation and of the corrective action, if any, to be taken.

The Employer shall provide written notice of intent to impose a disciplinary suspension without pay, disciplinary demotion, disciplinary salary decrease, or dismissal to both the employee and to the Union. No such action shall be effective until the employee has provided a response to the notice of intent, or the employee has waived the right to respond by failing to provide a timely response. In no event shall such actions be effective less than twenty-one (21) calendar days following the date of service of the notice of intent.

All employees subject to discipline shall receive the following procedural protections:

### **A. Notice**

1. Written notice of intent to dismiss, demote, suspend or decrease salary shall be given to the employee, either by delivery of the notice to the employee in person or by placing the notice of intent in the U.S. mail, certified mail, in an envelope addressed to the employee at the employee's last known home address. It shall be the responsibility of the employee to inform the Employer in writing of any change in such address.
2. **The notice of intent shall:**
  - a. Inform the employee of the disciplinary action which the Employer intends to take, the reason for the disciplinary action and the effective date of the disciplinary action which shall be not less than eight (8) calendar days after the date of service of the notice of intent to discipline;
  - b. Inform the employee that they have the right to respond, either orally or in writing, to the proposed action, to whom the response must be made, and that the response must be received within eight (8) calendar days of the date of service of the notice of intent; and
  - c. Include a copy of the charge and all materials upon which the charge is based. A copy of the notice of intent shall be sent to the Union.

**B. Employee Response**

The employee shall be entitled to respond, either orally or in writing, to the notice of intent described above. The response shall be made to a designated Staff Relations Representative with authority to amend, modify, revoke or otherwise alter the proposed disciplinary action, in accordance with the provisions of this Article. Such response must be received within eight (8) calendar days from the date of service of such notice of intent in accordance with instructions given by the Employer in the written notice of intent sent to the employee. After review of the employee's timely response, if any, the Employer shall notify the employee of any action to be taken. Such action may not include discipline more severe than that described in the notice of intent; however, the Employer may reduce such discipline without the issuance of a further notice of intent. If the employee chooses to respond orally, the employee is entitled to have a representative present.

**C. Appeal Rights**

Employees who receive final discipline of dismissal, demotion, suspension, or salary decrease may appeal such discipline by filing a grievance pursuant to Article 29 of this Agreement. Written warnings are appealable pursuant to Article 29 of this Agreement, but only to Step 3 of the Grievance Procedure.

## **ARTICLE 20: HOURS OF WORK**

### **A. Workweek**

A workweek is a period of time consisting of seven (7) consecutive twenty-four (24) hour days. The standard workweek is from 12:01 am Sunday to midnight the following Saturday. Workweeks beginning and ending on a day other than the above may be established by the Employer, upon notice to the Union.

### **B. Work Schedule**

1. A work schedule is the normal hours of work for an employee within a workweek. Bargaining unit employees will be scheduled in accordance with the needs of the Employer, subject to the provisions of this Article.
2. The standard workday consists of eight (8) hour shifts not including a meal period for everyone except maintenance mechanics whose work hours include a meal period. The standard work schedule consists of five (5) consecutive standard workdays within a workweek.
  - a. Shift 1 begins at 7:00 am to 3:30 pm with an unpaid thirty (30) minute meal break. Shift 1 for maintenance mechanics begins at 8:00 am to 4:00 pm with a paid meal break.
  - b. Shift 2 is a work schedule in which the majority of work hours are worked after 4:00 pm. Once this requirement is met, all hours worked on shift are eligible for a 7.5% shift differential.
  - c. Shift 3 is a work schedule in which the majority of work hours are worked before 8:00 am. Once this requirement is met, all hours worked on shift are eligible for a 15% shift differential.

#### **3. Rest Periods**

A fifteen (15) minute rest period must be offered to bargaining unit employees who are scheduled to work a shift of three (3) and one-half hours or more. A second rest period of fifteen (15) minutes must be offered for every four-hour period or major fraction (i.e., two (2) hours) thereof. Rest periods should be permitted in the middle of each four-hour work period, whenever possible. This time cannot be taken at the beginning or end of a work period, or accumulated for later use. For unit employees, rest periods are considered time worked for pay purposes.

#### **4. Meal Periods**

Bargaining unit employees are permitted an unpaid lunch break of thirty (30) minutes. In any workday of more than five (5) hours, unit employees must be provided with a meal period of at least one-half hour. The meal period must be provided no later than the end of the fifth hour of work. A second meal period must be offered for any shift exceeding ten (10) hours, no later than the end of the 10th hour of work. Meal periods should be uninterrupted and are neither time worked nor time on pay status except for maintenance mechanics who are given a paid meal break. The meal period may be waived if the work period is not more than six (6) hours. A second meal period may be waived if an employee works more than ten (10) hours but less than twelve (12), and the employee has not waived the first meal period. On duty meal periods may be allowed under limited circumstances and requires pre-approval by the Associate Director for Facilities and Infrastructure, or the

Security Director. Employees who voluntarily choose to work during all or part of a meal period must report all time worked. Off-the-clock work is not permitted.

5. Travel Hours

Time spent by bargaining unit employees on official travel outside their scheduled work hours is considered time worked.

6. Holidays Falling on Scheduled Days Off

A full-time bargaining unit employee whose regular day off falls on a holiday observed by LLNS may be granted time off in the same workweek equivalent to the number of holiday hours that fall within the employee's workweek. If time off is not granted, the hours attributable to the holiday are considered time worked for purposes of computing overtime pay, in accordance with Articles 14 and 23.

7. The Employer may adopt alternative workdays and work schedules as follows:

a. A 9/80 Alternate Work Schedule for unit members is based on an alternate workweek beginning and ending at midday on Friday. Actual scheduling for a bargaining unit employee's 9/80 Work Schedule covers a two calendar week period.

b. Ten (10) hour shifts on four (4) consecutive days within each workweek.

8. Holidays – Application to Alternate Work Schedules

a. Holidays Falling on Scheduled Workdays

If a holiday falls on a 10-hour workday for a bargaining unit employee assigned to a 4/10 work schedule, or a 9-hour workday for a bargaining unit employee assigned to a 9/80 work schedule, with submission of a makeup request and prior approval from the supervisor, the bargaining unit employee may request a Holiday Reschedule to make up the hour(s) by working a like number of hours within the same workweek.

b. Holidays Falling on Scheduled Days Off

A full-time bargaining unit employee whose regular day off falls on a holiday observed by LLNS may be granted time off in the same workweek equivalent to the number of holiday hours that fall within the bargaining unit employee's workweek. If time off is not granted, the hours attributable to the holiday are considered time worked for the purposes of computing overtime pay, in accordance with Articles 14 and 23.

9. Temporary Schedule Change

The supervisor and/or department head/division leader may approve a temporary change in the assigned daily start and stop times, assigned daily hours, and assigned days of work for employees assigned to a Standard LLNS Work Schedule or to a Flexible Work Schedule (see Article 2.3 and Article 2.7). Bargaining unit employees will submit makeup time requests to their supervisor if the change requires them to work more than eight (8) hours in a day.

10. Makeup Time

With approval of the Division Leader, bargaining unit employees may receive makeup time consistent with the needs of the department/division and the requirements of the employee's position.

a. Personal Reschedule

Occasionally, with the submission of a makeup time request and the prior approval of the cognizant supervisor, a bargaining unit employee may be permitted an absence of up to one-half day per workweek without the absence being charged to accrued or unpaid leave, provided the employee makes up the time during the same workweek and works no more than eleven (11) hours in a single workday. For bargaining unit employees assigned to a 9/80 Work Schedule, the time must be made up before midday on Friday.

b. Holiday Reschedule

With the submission of a make-up time request, and the prior approval of the cognizant supervisor, a bargaining unit employee assigned to a 4/10 or 9/80 work schedule may be permitted to make up time during the same workweek for the hours normally scheduled for the workday on which the holiday falls that exceed the eight (8) paid holiday hours. No more than eleven (11) hours may be scheduled in a workday for makeup time. For bargaining unit employees assigned to a 9/80 Work Schedule, the time must be made up before midday on Friday.

11. Lactation Accommodation: Bargaining unit employees will be extended the same rights and accommodations for lactation as are extended to non-unit employees under state and federal law.
12. When the nature of the job requires a bargaining unit employee to change into or out of protective clothing, to engage in special washing and cleaning procedures, or to perform other such duties before or after work activities at a LLNS site at management's request, the time spent on such activities is considered time worked for pay purposes.
13. Advance notice of change(s) to the standard workday or standard work schedule will be given to the Union prior to the beginning of a pay period unless existing conditions effectively preclude giving advance notice. In consideration of the hardships which may result from a change in the standard workday and work schedule, the Employer will discuss the anticipated change or changes in scheduling and meet and consult with the Union if and when time permits.



## ARTICLE 21: WAGES

The basic wage and progression schedule for employees is indicated below:

### Wages Increases Year 1

**Year 1:** All job classifications receive a base-building increase in their base rate of **4.5% retroactive to January 1, 2025.**

**3%** additional Market adjustment to Step I in the following classifications: HVE, Heavy Equipment Mechanic, and Locksmith I.

Job Code	Job Title	Salary Plan	Grade	3% Mkt Incrs	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
801.1	Trades Helper	NFR	01		31.07	32.62	34.25	35.96	37.76	
805.1	Laborer I	NFR	1B		33.59	35.27	37.03	38.88	40.82	
805.2	Laborer II	NFR	2B		39.30	41.27	43.33	45.50	47.78	
805.4	Laborer, Lead	NFR	3L		47.78	50.17				
821.1	Locksmith I	NFR	02	33.78	35.30	37.07	38.92	40.87	42.91	
821.2	Locksmith II	NFR	05		42.13	44.24	46.45	48.77	51.21	
822.1	Air Conditioning Mech. I	NFR	04		42.13	44.24	46.45	48.77	51.21	
822.2	Air Conditioning Mech. II	NFR	08		48.76	51.20	53.76	56.45	59.27	
822.4	Air Conditioning Mech., Lead	NFR	8L		59.27	62.23				
823.1	Carpenter	NFR	04		42.13	44.24	46.45	48.77	51.21	
823.4	Carpenter, Lead	NFR	4L		51.21	53.77				
824.1	Electrician I	NFR	06		44.19	46.40	48.72	51.16	53.72	
824.2	Electrician II	NFR	07		46.45	48.77	51.21	53.77	56.46	
824.4	Electrician, Lead	NFR	7L		56.46	59.28				
825.1	Painter	NFR	04		42.13	44.24	46.45	48.77	51.21	
825.4	Painter, Lead	NFR	4L		51.21	53.77				
826.1	Plumber/Fitter	NFR	06		44.19	46.40	48.72	51.16	53.72	
826.4	Plumber/Fitter, Lead	NFR	6L		53.72	56.41				
827.1	High Voltage Electrician	NFR	08	48.06	50.22	52.73	55.37	58.14	61.05	
827.4	High Voltage Electrician, Lead	NFR	8L	55.61	61.05	64.10				
842.1	Heavy Equipment Mechanic	NFR	04	41.53	43.40	45.57	47.85	50.24	52.75	
842.4	Heavy Equipment Mechanic, Lead	NFR	4L		52.75	55.39				
851.1	Welder I	NFR	04		42.13	44.24	46.45	48.77	51.21	
851.2	Welder II	NFR	07		46.45	48.77	51.21	53.77	56.46	
851.4	Welder, Lead	NFR	7L		56.46	59.28				
852.1	Sheetmetal Worker	NFR	07		46.45	48.77	51.21	53.77	56.46	
852.4	Sheetmetal Worker, Lead	NFR	7L		56.46	59.28				
861.1	Rigger I	NFR	03		40.10	42.11	44.22	46.43	48.75	
861.2	Rigger II	NFR	04		42.13	44.24	46.45	48.77	51.21	
861.4	Rigger, Lead	NFR	4L		51.21	53.77				
862.1	Maintenance Mechanic	NFR	04		42.13	44.24	46.45	48.77	51.21	
862.4	Maintenance Mechanic, Lead	NFR	4L		51.21	53.77				
863.2	Boiler & Pressure Sys Mech II	NFR	08		48.76	51.20	53.76	56.45	59.27	
863.4	Boiler & Pressure Sys Mech Lead	NFR	8L		59.27	62.23				
894.8	Crafts Multi-Skill Assist	NFR	04		42.13	44.24	46.45	48.77	51.21	
895.8	Crafts Multi-Skill Assist.	NFR	06		44.19	46.40	48.72	51.16	53.72	
896.8	Crafts Multi-Skill Assist.	NFR	07		46.45	48.77	51.21	53.77	56.46	
897.8	Crafts Multi-Skill Assist.	NFR	08		48.76	51.20	53.76	56.45	59.27	
898.8	Crafts Multi-Skill Assist.	NFR	09		51.18	53.74	56.43	59.25	62.21	
899.9	Crafts Multi-Skill Assist	NFR	10		48.76	51.20	53.76	56.45	59.27	62.23

## Wages Increases Year 2

**Year 2:** All classifications to receive a base-building increase in their base rate of **3.5%** effective the first day of the employees' workweek immediately following the 1<sup>st</sup> anniversary of the date of ratification.

**2%** additional Market adjustment to Step I in the following classifications: HYE, Heavy Equipment Mechanic, and Locksmith I.

Job Code	Job Title	Salary Plan	Grade	2% Mkt Incrs	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
801.1	Trades Helper	NFR	01		32.16	33.77	35.46	37.23	39.09	
805.1	Laborer I	NFR	1B		34.77	36.51	38.34	40.26	42.27	
805.2	Laborer II	NFR	2B		40.68	42.71	44.85	47.09	49.44	
805.4	Laborer, Lead	NFR	3L		49.44	51.91				
821.1	Locksmith I	NFR	02	36.01	37.27	39.13	41.09	43.14	45.3	
821.2	Locksmith II	NFR	05		43.60	45.78	48.07	50.47	52.99	
822.1	Air Conditioning Mech. I	NFR	04		43.60	45.78	48.07	50.47	52.99	
822.2	Air Conditioning Mech. II	NFR	08		50.47	52.99	55.64	58.42	61.34	
822.4	Air Conditioning Mech., Lead	NFR	8L		61.34	64.41				
823.1	Carpenter	NFR	04		43.60	45.78	48.07	50.47	52.99	
823.4	Carpenter, Lead	NFR	4L		52.99	55.64				
824.1	Electrician I	NFR	06		45.74	48.03	50.43	52.95	55.6	
824.2	Electrician II	NFR	07		48.08	50.48	53	55.65	58.43	
824.4	Electrician, Lead	NFR	7L		58.43	61.35				
825.1	Painter	NFR	04		43.60	45.78	48.07	50.47	52.99	
825.4	Painter, Lead	NFR	4L		52.99	55.64				
826.1	Plumber/Fitter	NFR	06		45.74	48.03	50.43	52.95	55.6	
826.4	Plumber/Fitter, Lead	NFR	6L		55.60	58.38				
827.1	High Voltage Electrician	NFR	08	51.22	53.01	55.66	58.44	61.36	64.43	
827.4	High Voltage Electrician, Lead	NFR	8L	62.27	64.43	67.65				
842.1	Heavy Equipment Mechanic	NFR	04	44.27	45.82	48.11	50.52	53.05	55.7	
842.4	Heavy Equipment Mechanic, Lead	NFR	4L		55.70	58.49				
851.1	Welder I	NFR	04		43.60	45.78	48.07	50.47	52.99	
851.2	Welder II	NFR	07		48.08	50.48	53	55.65	58.43	
851.4	Welder, Lead	NFR	7L		58.43	61.35				
852.1	Sheetmetal Worker	NFR	07		48.08	50.48	53	55.65	58.43	
852.4	Sheetmetal Worker, Lead	NFR	7L		58.43	61.35				
861.1	Rigger I	NFR	03		41.50	43.58	45.76	48.05	50.45	
861.2	Rigger II	NFR	04		43.60	45.78	48.07	50.47	52.99	
861.4	Rigger, Lead	NFR	4L		52.99	55.64				
862.1	Maintenance Mechanic	NFR	04		43.60	45.78	48.07	50.47	52.99	
862.4	Maintenance Mechanic, Lead	NFR	4L		52.99	55.64				
863.2	Boiler & Pressure Sys Mech II	NFR	08		50.47	52.99	55.64	58.42	61.34	
863.4	Boiler & Pressure Sys Mech Lead	NFR	8L		61.34	64.41				
894.8	Crafts Multi-Skill Assist	NFR	04		43.60	45.78	48.07	50.47	52.99	
895.8	Crafts Multi-Skill Assist.	NFR	06		45.74	48.03	50.43	52.95	55.6	
896.8	Crafts Multi-Skill Assist.	NFR	07		48.08	50.48	53	55.65	58.43	
897.8	Crafts Multi-Skill Assist.	NFR	08		50.47	52.99	55.64	58.42	61.34	
898.8	Crafts Multi-Skill Assist.	NFR	09		52.97	55.62	58.4	61.32	64.39	
899.9	Crafts Multi-Skill Assist	NFR	10		50.47	52.99	55.64	58.42	61.34	64.41

### Wages Increases Year 3

1. **Year 3:** All classifications to receive a base-building increase in their base rate of **4%** effective the first day of the employees' workweek immediately following the 2<sup>nd</sup> anniversary of the date of ratification.

Job Code	Job Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
801.1	Trades Helper	NFR	01	33.45	35.12	36.88	38.72	40.66	
805.1	Laborer I	NFR	1B	36.16	37.97	39.87	41.86	43.95	
805.2	Laborer II	NFR	2B	42.31	44.43	46.65	48.98	51.43	
805.4	Laborer, Lead	NFR	3L	51.43	54				
821.1	Locksmith I	NFR	02	38.76	40.7	42.74	44.88	47.12	
821.2	Locksmith II	NFR	05	45.34	47.61	49.99	52.49	55.11	
822.1	Air Conditioning Mech. I	NFR	04	45.34	47.61	49.99	52.49	55.11	
822.2	Air Conditioning Mech. II	NFR	08	52.49	55.11	57.87	60.76	63.8	
822.4	Air Conditioning Mech., Lead	NFR	8L	63.80	66.99				
823.1	Carpenter	NFR	04	45.34	47.61	49.99	52.49	55.11	
823.4	Carpenter, Lead	NFR	4L	55.11	57.87				
824.1	Electrician I	NFR	06	47.57	49.95	52.45	55.07	57.82	
824.2	Electrician II	NFR	07	50.00	52.5	55.13	57.89	60.78	
824.4	Electrician, Lead	NFR	7L	60.78	63.82				
825.1	Painter	NFR	04	45.34	47.61	49.99	52.49	55.11	
825.4	Painter, Lead	NFR	4L	55.11	57.87				
826.1	Plumber/Fitter	NFR	06	47.57	49.95	52.45	55.07	57.82	
826.4	Plumber/Fitter, Lead	NFR	6L	57.82	60.71				
827.1	High Voltage Electrician	NFR	08	55.13	57.89	60.78	63.82	67.01	
827.4	High Voltage Electrician, Lead	NFR	8L	67.01	70.36				
842.1	Heavy Equipment Mechanic	NFR	04	47.65	50.03	52.53	55.16	57.92	
842.4	Heavy Equipment Mechanic, Lead	NFR	4L	57.92	60.82				
851.1	Welder I	NFR	04	45.34	47.61	49.99	52.49	55.11	
851.2	Welder II	NFR	07	50.00	52.5	55.13	57.89	60.78	
851.4	Welder, Lead	NFR	7L	60.78	63.82				
852.1	Sheetmetal Worker	NFR	07	50.00	52.5	55.13	57.89	60.78	
852.4	Sheetmetal Worker, Lead	NFR	7L	60.78	63.82				
861.1	Rigger I	NFR	03	43.16	45.32	47.59	49.97	52.47	
861.2	Rigger II	NFR	04	45.34	47.61	49.99	52.49	55.11	
861.4	Rigger, Lead	NFR	4L	55.11	57.87				
862.1	Maintenance Mechanic	NFR	04	45.34	47.61	49.99	52.49	55.11	
862.4	Maintenance Mechanic, Lead	NFR	4L	55.11	57.87				
863.2	Boiler & Pressure Sys Mech II	NFR	08	52.49	55.11	57.87	60.76	63.8	
863.4	Boiler & Pressure Sys Mech Lead	NFR	8L	63.80	66.99				
894.8	Crafts Multi-Skill Assist	NFR	04	45.34	47.61	49.99	52.49	55.11	
895.8	Crafts Multi-Skill Assist.	NFR	06	47.57	49.95	52.45	55.07	57.82	
896.8	Crafts Multi-Skill Assist.	NFR	07	50.00	52.5	55.13	57.89	60.78	
897.8	Crafts Multi-Skill Assist.	NFR	08	52.49	55.11	57.87	60.76	63.8	
898.8	Crafts Multi-Skill Assist.	NFR	09	55.09	57.84	60.73	63.77	66.96	
899.9	Crafts Multi-Skill Assist	NFR	10	52.49	55.11	57.87	60.76	63.8	66.99

## Wages Increases Year 4

**Year 4:** All classifications to receive a base-building increase in their base rate of **4%** effective the first day of the employees' workweek immediately following the 3rd anniversary of the date of ratification.

Job Code	Job Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
801.1	Trades Helper	NFR	01	34.79	36.53	38.36	40.28	42.29	
805.1	Laborer I	NFR	1B	37.61	39.49	41.46	43.53	45.71	
805.2	Laborer II	NFR	2B	44.00	46.2	48.51	50.94	53.49	
805.4	Laborer, Lead	NFR	3L	53.49	56.16				
821.1	Locksmith I	NFR	02	40.31	42.33	44.45	46.67	49	
821.2	Locksmith II	NFR	05	47.15	49.51	51.99	54.59	57.32	
822.1	Air Conditioning Mech. I	NFR	04	47.15	49.51	51.99	54.59	57.32	
822.2	Air Conditioning Mech. II	NFR	08	54.59	57.32	60.19	63.2	66.36	
822.4	Air Conditioning Mech., Lead	NFR	8L	66.36	69.68				
823.1	Carpenter	NFR	04	47.15	49.51	51.99	54.59	57.32	
823.4	Carpenter, Lead	NFR	4L	57.32	60.19				
824.1	Electrician I	NFR	06	49.47	51.94	54.54	57.27	60.13	
824.2	Electrician II	NFR	07	52.00	54.6	57.33	60.2	63.21	
824.4	Electrician, Lead	NFR	7L	63.21	66.37				
825.1	Painter	NFR	04	47.15	49.51	51.99	54.59	57.32	
825.4	Painter, Lead	NFR	4L	57.32	60.19				
826.1	Plumber/Fitter	NFR	06	49.47	51.94	54.54	57.27	60.13	
826.4	Plumber/Fitter, Lead	NFR	6L	60.13	63.14				
827.1	High Voltage Electrician	NFR	08	57.34	60.21	63.22	66.38	69.7	
827.4	High Voltage Electrician, Lead	NFR	8L	69.70	73.19				
842.1	Heavy Equipment Mechanic	NFR	04	49.56	52.04	54.64	57.37	60.24	
842.4	Heavy Equipment Mechanic, Lead	NFR	4L	60.24	63.25				
851.1	Welder I	NFR	04	47.15	49.51	51.99	54.59	57.32	
851.2	Welder II	NFR	07	52.00	54.6	57.33	60.2	63.21	
851.4	Welder, Lead	NFR	7L	63.21	66.37				
852.1	Sheetmetal Worker	NFR	07	52.00	54.6	57.33	60.2	63.21	
852.4	Sheetmetal Worker, Lead	NFR	7L	63.21	66.37				
861.1	Rigger I	NFR	03	44.89	47.13	49.49	51.96	54.56	
861.2	Rigger II	NFR	04	47.15	49.51	51.99	54.59	57.32	
861.4	Rigger, Lead	NFR	4L	57.32	60.19				
862.1	Maintenance Mechanic	NFR	04	47.15	49.51	51.99	54.59	57.32	
862.4	Maintenance Mechanic, Lead	NFR	4L	57.32	60.19				
863.2	Boiler & Pressure Sys Mech II	NFR	08	54.59	57.32	60.19	63.2	66.36	
863.4	Boiler & Pressure Sys Mech Lead	NFR	8L	66.36	69.68				
894.8	Crafts Multi-Skill Assist	NFR	04	47.15	49.51	51.99	54.59	57.32	
895.8	Crafts Multi-Skill Assist.	NFR	06	49.47	51.94	54.54	57.27	60.13	
896.8	Crafts Multi-Skill Assist.	NFR	07	52.00	54.6	57.33	60.2	63.21	
897.8	Crafts Multi-Skill Assist.	NFR	08	54.59	57.32	60.19	63.2	66.36	
898.8	Crafts Multi-Skill Assist.	NFR	09	57.29	60.15	63.16	66.32	69.64	
899.9	Crafts Multi-Skill Assist	NFR	10	54.59	57.32	60.19	63.2	66.36	69.68

## Wages Increases Year 5

**Year 5:** All classifications to receive a base-building increase in their base rate of **4%** effective the first day of the employees' workweek immediately following the 4th anniversary of the date of ratification.

Job Code	Job Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
801.1	Trades Helper	NFR	01	36.18	37.99	39.89	41.88	43.97	
805.1	Laborer I	NFR	1B	39.11	41.07	43.12	45.28	47.54	
805.2	Laborer II	NFR	2B	45.76	48.05	50.45	52.97	55.62	
805.4	Laborer, Lead	NFR	3L	55.62	58.4				
821.1	Locksmith I	NFR	02	41.92	44.02	46.22	48.53	50.96	
821.2	Locksmith II	NFR	05	49.04	51.49	54.06	56.76	59.6	
822.1	Air Conditioning Mech. I	NFR	04	49.04	51.49	54.06	56.76	59.6	
822.2	Air Conditioning Mech. II	NFR	08	56.77	59.61	62.59	65.72	69.01	
822.4	Air Conditioning Mech., Lead	NFR	8L	69.01	72.46				
823.1	Carpenter	NFR	04	49.04	51.49	54.06	56.76	59.6	
823.4	Carpenter, Lead	NFR	4L	59.60	62.58				
824.1	Electrician I	NFR	06	51.45	54.02	56.72	59.56	62.54	
824.2	Electrician II	NFR	07	54.08	56.78	59.62	62.6	65.73	
824.4	Electrician, Lead	NFR	7L	65.73	69.02				
825.1	Painter	NFR	04	49.04	51.49	54.06	56.76	59.6	
825.4	Painter, Lead	NFR	4L	59.60	62.58				
826.1	Plumber/Fitter	NFR	06	51.45	54.02	56.72	59.56	62.54	
826.4	Plumber/Fitter, Lead	NFR	6L	62.54	65.67				
827.1	High Voltage Electrician	NFR	08	59.63	62.61	65.74	69.03	72.48	
827.4	High Voltage Electrician, Lead	NFR	8L	72.48	76.1				
842.1	Heavy Equipment Mechanic	NFR	04	51.54	54.12	56.83	59.67	62.65	
842.4	Heavy Equipment Mechanic, Lead	NFR	4L	62.65	65.78				
851.1	Welder I	NFR	04	49.04	51.49	54.06	56.76	59.6	
851.2	Welder II	NFR	07	54.08	56.78	59.62	62.6	65.73	
851.4	Welder, Lead	NFR	7L	65.73	69.02				
852.1	Sheetmetal Worker	NFR	07	54.08	56.78	59.62	62.6	65.73	
852.4	Sheetmetal Worker, Lead	NFR	7L	65.73	69.02				
861.1	Rigger I	NFR	03	46.69	49.02	51.47	54.04	56.74	
861.2	Rigger II	NFR	04	49.04	51.49	54.06	56.76	59.6	
861.4	Rigger, Lead	NFR	4L	59.60	62.58				
862.1	Maintenance Mechanic	NFR	04	49.04	51.49	54.06	56.76	59.6	
862.4	Maintenance Mechanic, Lead	NFR	4L	59.60	62.58				
863.2	Boiler & Pressure Sys Mech II	NFR	08	56.77	59.61	62.59	65.72	69.01	
863.4	Boiler & Pressure Sys Mech Lead	NFR	8L	69.01	72.46				
894.8	Crafts Multi-Skill Assist	NFR	04	49.04	51.49	54.06	56.76	59.6	
895.8	Crafts Multi-Skill Assist.	NFR	06	51.45	54.02	56.72	59.56	62.54	
896.8	Crafts Multi-Skill Assist.	NFR	07	54.08	56.78	59.62	62.6	65.73	
897.8	Crafts Multi-Skill Assist.	NFR	08	56.77	59.61	62.59	65.72	69.01	
898.8	Crafts Multi-Skill Assist.	NFR	09	59.58	62.56	65.69	68.97	72.42	
899.9	Crafts Multi-Skill Assist	NFR	10	56.77	59.61	62.59	65.72	69.01	72.46

If, in the judgment of the Employer, an employee is not entitled to an increase under this Article due to their performance on the job, or their conduct including excessive absenteeism or tardiness, the Employer may withhold such increase. Increases withheld under this Article of the Agreement are subject to review under the Grievance and Arbitration Articles of the Agreement.

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

If, during the progression period, an employee has been continuously absent from work for any reason (excluding vacation and periods protected by state or federal laws) for a period of one (1) week or longer, their scheduled progression step will be deferred one (1) week for each week of such continuous absence.

## **ARTICLE 22: ANCILLARY PAY**

### **A. Pay for Non-standard Work Schedules**

Unit members assigned to shift 2 or shift 3 receive a higher base rate than employees assigned to a standard work schedule (shift 1). The shift differentials are as follows:

- 7.5% for shift 2;
- 15% for shift 3.

#### **1. Non-Standard Work Schedule Base Rates While on Leave with Pay**

Employees assigned shift 2 or shift 3 are paid at the applicable base rate during all leaves with pay.

#### **2. Non-Standard Work Schedule Base Rates for Termination Vacation Pay**

Employees assigned shift 2 or shift 3 at the time of termination are paid for unused, accrued vacation credits at the applicable base rate, unless the assignment was temporary and less than 90 days.

### **B. Call-Back Pay**

#### **1. Eligibility:**

Unit members are eligible for Call-Back Pay in the following circumstances:

- When called back in to a Lawrence Livermore National Security, LLC work site without prior notice.
- When prior notice of the need to return to a Lawrence Livermore National Security, LLC work site is given but the work is scheduled to begin at least three (3), but not more than twelve (12), hours after completion of the employee's assigned work schedule on the day notice is given. In these circumstances, Call-Back Pay stops when the employee's next assigned work schedule starts.
- When in on-call status (see Section C below) and called back in to a Lawrence Livermore National Security, LLC work site after the completion of the employee's assigned work schedule.

#### **2. "Lawrence Livermore National Security, LLC Work Site" Defined**

"Lawrence Livermore National Security, LLC work site" includes LLNS, LLC sites such as Site 300 and other sites required by the Lawrence Livermore National Security, LLC but does not include the employee's home.

#### **3. Call-Back Minimum Period**

The call-back minimum period starts when the employee reports for work at the required Lawrence Livermore National Security, LLC work site and ends three (3) hours later.

#### **4. Amount of Pay**

Employees who are called back will be paid for all hours worked at one and one-half (1-1/2) times their straight time rate or for a minimum of three (3) hours at one and one-half times (1-1/2) their straight time rate, whichever is greater. If, at the commencement of the call-back period, the employee has more than forty (40) hours for the workweek that are

considered hours worked for overtime purposes, the time actually worked on call-back is paid at the rate of one and one half (1-1/2) times straight time pay.

#### **5. Non-standard Work Schedule Base Rate**

The non-standard base rate applicable to the shift on which the call-back work is performed is included in the Call-Back Pay (see Section B.4 above).

#### **6. Effect on On-Call Compensation**

On-call payments cease when the employee reports to work at the required Lawrence Livermore National Security, LLC work site and do not resume until the three-hour call-back minimum period or greater number of call-back hours actually worked have elapsed (see Section C below).

#### **7. Repeat Call Back**

If called back within a three (3) hour call-back minimum period, the employee is not eligible for another minimum.

#### **8. Time Reporting**

Employees who are called back report actual call-back hours worked onsite as "Call-Back Overtime." If the employee is called back again within the three-hour call-back minimum period, the employee totals the time actually worked during the two call-backs and reports it as one instance of call-back.

### **C. On-Call Duty**

On-Call is scheduled time during which an employee is not required to be at the work location but is required to restrict their activities so as to be readily available and able to report for work at a LLNS work site within the time specified by their organization (usually one (1) hour) if called.

On-call status is a planned management action and can be used in both emergency and long-term continuing operational situations. Except for exceptions, employees are not eligible for on-call pay on any workday that they are on other paid leave status. (The process for obtaining an exception is described in a separate letter at the back of this contract). Eligible employees will receive on-call pay on Laboratory holidays.

#### **1. The parties agree to the following procedure for assigning mandatory on-call duty in Bargaining Unit shops.**

- a. When the level of voluntary participation in on-call in a shop is deemed insufficient to provide on-call coverage, management may schedule qualified (competent-worker status), nonprobationary, Q-cleared employees in that shop to be available for mandatory on-call as follows:**
- b. On or before October 1<sup>st</sup> of each year, the Lab will determine the coming year's on-call needs by shop and request volunteers in each shop.**
- c. On or before October 15<sup>th</sup> of each year, the Lab will determine whether there are sufficient volunteers to meet the needs of a shop.**
- d. On or before November 1 of each year, if volunteers are determined by the Lab to be insufficient to meet the anticipated on-call needs of a shop, then the Lab may implement a mandatory on-call rotation in that shop with notice to the Union and an opportunity to discuss the decision and its effects on affected employees. These**



discussions will be completed on or before 15 calendar days following delivery of the notice to the Union. The Union's agreement shall not be required for the Laboratory to implement a mandatory on-call rotation for a shop which shall remain in effect through the coming calendar year.

- e. On or before December 1 of each year, the Laboratory will provide notification to employees of the coming year's on-call rotation in each shop.
  - f. On January 1 of each year, the on-call rotation becomes effective for each shop with possible quarterly updates.
  - g. Volunteers commit to be on call for the full calendar year.
  - h. Mandatory Rotation assignments shall be made in order of inverse seniority.
  - i. The scheduled length of an employee's mandatory on-call assignment shall not exceed one week without good cause.
  - j. Provided adequate coverage is maintained, employees may arrange among themselves to exchange or transfer on-call assignments subject to approval by appropriate management personnel. A suitable replacement is someone who has competent-worker status in a given shop, non-probationary and Q-cleared.
  - k. The Laboratory may make possible rotation adjustments during the year with notice to and advance discussions with the Union to the extent practicable.
- 2. Unit employees assigned to on-call status will be paid 14% of their hourly base rate for each on-call duty hour.
  - 3. Call Back to a LLNS Work Site

If the employee is called back in to a LLNS work site from on-call status, the employee receives Call-Back Pay as provided in Section B. On-call payments cease when the employee reports for work at the required LLNS work site. On-call payments do not resume until the conclusion of call-back time (that is, until after the greatest of the three-hour call-back minimum or actual call-back hours worked has elapsed).

#### **D. Reporting Pay**

If a unit employee reports to work on a scheduled workday, they must be paid for the greater of one-half (1/2) their scheduled day's work (up to four (4) hours) or two (2) hours of their regular rate of pay.

#### **E. Pay for Travel Time**

Unit employees on official travel outside their scheduled work hours are paid for the travel time.

#### **F. Termination Pay**

Upon termination, employees are paid for work done through the last day of work, plus any accrued, unused vacation credits.

##### **1. Non-standard Work Schedule Base Rates and Termination Vacation Pay**

Employees assigned to shift 2 or shift 3 at the time of termination from LLNS employment are paid for unused, accrued vacation credits at the applicable base rate, unless the assignment was temporary and less than ninety (90) days.

**G. Premium for Maintenance Mechanics in the Mechanical Utilities Division for Required Certifications**

The Maintenance Mechanics working in the Mechanical Utilities Division who are assigned water tasks/functions that require them to have and maintain any of the state licenses/certifications listed herein (Covered Tasks) will receive a premium of 6% for all hours worked. Applicable California state law/regulation shall determine whether a particular task/function is one of the Covered Tasks requiring a state license/certification. The eligible state licenses/certifications are: Water Treatment operator T2 or higher; Water Distribution operator D2 or higher; Wastewater operator W1 or higher and Backflow.

The Parties agree that a Maintenance or Mechanic's possession of any of the state licenses/certifications listed herein is not proof that they are performing Covered Tasks or that they are entitled to receive the Premium provided in this Section.

No Maintenance Mechanic in the Mechanical Utilities Division shall receive more than one premium even though they may have or maintain more than one of the licenses/certifications listed herein.

The Employer shall not direct Maintenance Mechanics working in the Mechanical Utilities Division to perform Covered Task(s) unless they have the state license/certification required for the performance of said covered work.

## **ARTICLE 23: OVERTIME**

### **A. Definition**

Overtime is time worked by a unit employee which exceeds their regularly scheduled hours in a work day (8, 9, 10 hours), or forty (40) hours in their assigned workweek.

### **B. Pay for Overtime**

Unit employees are paid overtime according to their weekly work schedule, to include:

- All work performed in any workday beyond the schedule established by their agreement or beyond forty (40) hours in any workweek will be paid at 1-1/2 times their regular hourly rate. All work performed in excess of twelve (12) hours in any workday will be paid at double the employee's regular hourly rate.
- All work performed by any bargaining unit employee on a scheduled day off will be paid at 1-1/2 times their regular hourly rate for the first twelve (12) hours and will be paid at double their regular hourly rate beyond twelve (12) hours.
- All work performed by any bargaining unit employee on a holiday will be paid at 1-1/2 times their regular hourly rate for the first eight (8) hours, and will be paid at double time their regular hourly rate beyond eight (8) hours. Any bargaining unit employee that works on a holiday will also receive eight (8) hours holiday pay at the regular hourly rate.

Any hours worked by a unit employee over eight (8) on the 7th consecutive day of a workweek are paid at double the regular hourly rate.

#### **1. Approval to Work Overtime**

Unit employees may request overtime hours and receive them subject to the Employer's process for approval.

#### **2. Pay for an Extended Workweek Schedule**

Unit employees normally on a 5/8 work schedule who are placed on an Extended Workweek Schedule (as defined in Article 20, Hours of Work) are paid for hours worked in excess of eight (8) in a workday or forty (40) in a workweek.

#### **3. Special Approval for Excess Overtime**

Unit employee work schedules shall afford a minimum of days off to permit adequate rest. Unit members shall not be compelled to work beyond the following without prior approval from the Associate Director for Infrastructure and Operations or the Security Director.

- a. A total of twelve (12) hours in a twenty-four (24) period.
- b. Sixteen (16) hours of overtime in a workweek.
- c. Fourteen (14) consecutive days without at least two (2) days of rest before the next workday prior to the next scheduled shift.
- d. Overtime in each workweek for four (4) consecutive weeks.

## **ARTICLE 24: INSURANCE BENEFITS**

Employees in this unit are eligible to participate in a number of benefit programs generally available to non-management, non-supervisory, non-confidential employees of the Laboratory who are not exclusively represented. The current benefits for each plan are briefly summarized in this Article. However, the Union understands and agrees that the descriptions below do not purport to recite completely the coverage or eligibility requirements for each plan. Coverage, subject to plan rules, consists of the following:

- Medical Insurance
- Dental Insurance
- Vision Service Plan
- Life Insurance
- Accidental Death and Dismemberment Insurance
- Business Travel Accident Insurance
- Disability Income Insurance
- Flexible Spending Accounts: Dependent Care Assistance Program (DEPCARE) and Health Care Reimbursement Account (HCRA)
- Legal Expense Insurance Plan

Unit employees (and their qualifying family members) will be eligible for the same insurance plans or special accounts that are available to non-represented LLNL employees as of the date of this contract. The Employer shall agree to notify the Union of changes to benefits and premium costs.

## **ARTICLE 25: RETIREMENT BENEFITS**

### **A. Retirement Income Plans**

Employees hired effective October 1, 2007, elected to become members of the LLNS Defined Benefit Pension Plan and the LLNS 401(K) Savings Plan (TCP1) or the LLNS 401(K) Retirement Plan (TCP2). Employees hired after October 1, 2007, or employees electing to leave TCP1 without leaving the Employer shall participate in TCP2. Employees in the bargaining unit shall participate in TCP1 and TCP2 on the same terms and under the same conditions as participating employees who are not in the bargaining unit. The Employer agrees to meet and confer with the Union to bargain in good faith over the effects, if any, that changes TCP1 or TCP2 or mandated by plan trustees or administrators during the term of this Agreement may have on bargaining unit employees prior to the change or step being implemented in the plan, but the parties' agreement to engage in effects bargaining before the change or step shall not delay the change or step from taking place for all participating employees even though the Union and Employer may have failed to reach agreement or good faith impasse on the effects of the change or step.

Changes to TCP1 or TCP2 or steps mandated by plan trustees or administrators shall be recognized by both the Union and the Employer as allowable and shall not be deemed a breach of this Agreement.

## **ARTICLE 26: LAYOFF**

### **A. General Provisions**

The Employer shall determine when temporary or indefinite layoffs are necessary.

### **B. Definitions**

1. Temporary layoff affecting a career position is for a specified period of less than four (4) calendar months from the date of layoff.
2. Indefinite layoff affecting a career position is one which is four (4) or more calendar months.

### **C. Temporary Layoff**

1. An employee shall be given written notice of the effective date and the ending date of a temporary layoff. The notice shall be given at least thirty (30) calendar days prior to the effective date.

### **D. Indefinite Layoff**

1. The order of layoff for indefinite career employees in the same classification (defined as the four (4) digits of the title code) within a unit defined by the Employer is in inverse order of seniority except that the department head may retain employees irrespective of seniority who possess special skills, knowledge, or abilities that are not possessed by other employees in the same classification with greater seniority, and that are necessary to perform the ongoing function of the department.
2. Seniority: Seniority shall be calculated by the number of career full-time equivalent months (or hours) of LLNL service. Employment prior to a break in service shall not be counted. When employees have the same number of full-time equivalent months (or hours), the employee with the most recent date of appointment shall be deemed the least senior.
3. Notice: An employee will receive at least thirty (30) calendar days written notice prior to indefinite layoff. If less than thirty (30) calendar days' notice is provided, the employee shall receive straight time pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given thirty (30) calendar days' notice. Prior to a layoff, the affected employee shall be notified of benefit continuation and unemployment insurance processes and, in addition, a non-probationary, indefinite career employee shall be informed of the procedures for recall and preferential rehire.

### **E. Reemployment from Indefinite Layoff**

All laid off employees will have rehire rights for eighteen (18) months. An employee who is laid off shall be recalled in order of seniority into any vacant position within the bargaining unit for which the employee is qualified when the position is in the same classification (defined as the four (4) digits of the title codes). Employees who fail to take a position offered to them after reasonable notification will not be eligible for future positions.

### **F. Continuity on Benefits**

The Employer's contribution to the cost of an Employer sponsored health plan will be provided for an employee on temporary layoff.

## **ARTICLE 27: SEVERANCE**

### **A. General Provisions**

Employees who are laid off from employment for an indefinite period are eligible for severance payments in accordance with the following provisions.

### **B. Definitions**

The following definitions shall apply for purposes of severance payments.

#### **1. Continuous Service**

Service is continuous if an employee is on Laboratory pay status each month without a break in service or is on approved leave without pay. Continuous service is reestablished when an employee is recalled from layoff.

#### **2. Equivalent Job**

An equivalent job is any permanent position within the Laboratory at a beginning salary at least equal to the salary paid the employee in the job from which that employee was laid off, regardless of salary range.

#### **3. One (1) Week's Pay**

One (1) week's pay for hourly rated employees is defined as the basic hourly rate x 40 hours or the specifically approved workweek. This rate excludes all forms of ancillary or special assignment pay.

### **C. Severance Payment Calculations And Methods Of Payment**

#### **1. Calculation**

The severance payment will be made in an amount equal to one (1) week's pay for each year of continuous full-time equivalent service (a fractional year of full-time service of six (6) months or more is counted as one (1) year of service), not to exceed a total of twenty-six (26) weeks pay.

#### **2. Method of Payment**

An employee receiving severance will receive a lump-sum payment at time of termination.

### **D. Limitations**

#### **1. Layoff**

Severance payments will not extend the period of employment beyond the date of termination due to layoff.

#### **2. Previous Service Payment**

Severance payments made to an employee will not include payment for any period of service for which the employee has previously received such payment.

### **3. Exceptions**

Severance payment will not be made to any employee who terminates for any reason other than layoff, with the following exceptions.

- a. An employee who resigns after receiving formal notification of layoff but prior to the effective date of layoff will be provided severance payments.
- b. Subject to management approval, an employee who resigns in lieu of another employee in an equivalent position who would have been laid off will be provided severance payments on request.

### **E. Reemployment**

Should an individual who has received severance payments be rehired by the Employer before the expiration of the number of weeks for which the employee has received severance payments, the amount of the balance shall be credited as an advance on earnings.



## ARTICLE 28: SUBCONTRACTING

To meet customer requirements and successfully operate its business, the Employer may, at its sole discretion, contract or subcontract work, functions, or processes normally performed by bargaining unit members.

Any subcontracting decision that would result in the direct layoff of a bargaining unit member will be subject to bargaining between the Employer and the Union.

LLNS will agree not to assign unit members as the “Responsible Individual” for a subcontractor’s employee, unless there is an emergency or an official inspection by a State or Federal inspector or other official assessor or an informational visit by an equipment vendor. An employee who escorts a subcontractor’s employee but who is not a “Responsible Individual” shall bear no responsibility for the unsafe act(s) or omission(s) of said subcontractor’s employee provided, however, and notwithstanding the Employer’s use of subcontractors, bargaining unit employees will always be expected to cooperate in a professional manner with a subcontractor’s employee and to follow LLNL’s workplace health and safety policies and practices and the Administrative Escorts Procedures as developed by the Employer, as outlined in Article 2.

In general it is the policy for bargaining members not to perform Lock Out and Tag Out (LOTO) for subcontractors. The subcontractor will comply with the LOTO requirement of one lock per each worker performing work under the LOTO.

Subcontractors are responsible for performing all steps in LOTO, and in general will be designated as the Primary LOTO Authorized Worker with the following exceptions:

- High Voltage (greater than 600 volts) Electrical utility distribution systems or components
- Mechanical utility distribution systems or components (examples would include City Water, Compress Air, Natural Gas, and LCW)
- Life Safety Systems that are maintained by the EMD Alarms Division
- Work performed within Nuclear Facilities, as defined with the DOE Standard
- At the request of the Facility Managers when in support of Mission Essential Real Property Assets (defined in DOE O 430.1B as those facilities and infrastructure assets that directly contribute to accomplishment of the program assigned missions or mitigation of environmental, safety, or health issues, which if not available, would adversely impact the mission).
- During Emergencies

These activities should be planned in advance to assure appropriate scheduling with LLNL workers. LLNL workers shall perform primary LOTO, up to and including absence of energy verification with the subcontractor present. Once the subcontractor hangs their individual locks, the LLNL workers shall transfer the LOTO and remove their locks for the performance of subcontractor’s work activity.

The Facility Manager for the facility or asset, and the Construction Managers for construction projects, will be responsible for planning and preparation of direction for the subcontractor regarding the accurate lock out points. Part of this planning and preparation may require the services of bargaining unit members.

## **ARTICLE 29: GRIEVANCE PROCEDURE**

### **A. General Conditions**

1. A grievance (Grievance) is a written complaint filed by the Union on behalf of one or more bargaining unit members (Grievant(s)) or on its own behalf alleging that the Employer has violated one or more provisions of this Agreement.
2. No employee shall be subject to reprisal for using or participating in the grievance procedure of this Agreement.

### **3. Filing**

- a. All grievances must be filed with Staff Relations within the time frames specified in this Article, on a form agreed to by the parties (see Appendix A) or via email (with relevant information from the agreed complaint form included). Grievants will be identified on the grievance form by the Union to the extent the Union knows who the affected employees are at the time of filing.
- b. The grievance form must be signed and dated by the Union's Steward filing the grievance or their designee. The Steward will identify designee(s) in writing to the Employer.
- c. To be effective, the grievance form must contain the following information and meet the following conditions:
  - i) Only one subject matter shall be covered in any one grievance;
  - ii) A grievance shall identify the specific Article(s) and Section(s) of this Agreement alleged to have been violated;
  - iii) A grievance shall describe the action(s) which allegedly violated the identified Article(s) and Section(s);
  - iv) A grievance shall identify the date(s) of the action(s);
  - v) A grievance shall list the affected individual(s) known at the time of filing; and
  - vi) A grievance shall describe the remedy requested.
- d. Receipt of a grievance shall be acknowledged in writing by the Employer as soon as practicable following receipt, and sent to the non-work address listed on the grievance form or to the email address designated by the Union. If a grievance is incomplete or does not identify the information in Section c above, the Employer will advise the Union representative to complete the information within seven (7) calendar days of the date of the acknowledgement. Should the seven-calendar day period extend the deadline for grievance filing, the deadline shall be extended to accommodate the seven-day allowance for perfecting the grievance.
- e. For the initial filing of a grievance, the date filed shall be the date received. However, if the grievance is mailed, the date of the U.S. Postal Service postmark shall be considered the date filed. For grievance appeals and responses, the date of issuance shall be the date hand-delivered, the date of the U.S. Postal Service postmark, if mailed, or the date and time reflected on the document, if sent by e-mail. If the registered date and time on the e-mail falls outside the Employer's business hours, the following business day shall constitute the official date of receipt.

- f. No remedy under this Article shall exceed restoring to the grievant the pay, benefits, or rights lost as a result of the violation of the contract, less any income earned from any other source including, but not limited to, workers' compensation, unemployment or any other employment.

#### **4. Terms / Definitions**

For the purposes of this Article, the terms:

- a. **"Grievant"** means any eligible employee covered by this contract who has a grievance (as defined by this Agreement);
- b. **"UPTE-CWA-designated Employee Representative"** means any employee covered by this contract who is a designated Union representative of UPTE-CWA, in accordance with the provisions of Article 8: Steward Access;
- c. **"UPTE-CWA Representative"** means any person who is a non-Laboratory employee designated by the Union to act in the interest of or on behalf of UPTE-CWA;
- d. **"The Parties"** means the Employer and
  - 1) the **"UPTE-CWA representative"** or the **"UPTE-CWA-designated employee representative"** when the grievant(s) is represented by an individual, as defined in Section A.4.b. or Section A.4.c. above; or
  - 2) **UPTE-CWA**, when the Union is itself the grievant.
- e. **"witness"** means any employee who is serving as a witness in a grievance proceeding; for the purposes of release time, said employee must be covered by this contract.

#### **B. Employee Representation**

A grievant shall have the right to be represented at all steps of the grievance procedure by a Union representative or an UPTE-CWA-designated employee representative.

#### **C. Time Limits**

- 1. Other than the time limits for the initial Step 1 filing of a grievance, the time limits as specified in this Article may be extended by mutual agreement of the parties. Extensions must be in writing and must be signed by the parties in advance. The parties may mutually agree to skip any steps of the grievance procedure. Such an agreement must be in writing and must be signed by the parties. Requests for extensions shall not be unreasonably denied.
- 2. Deadlines that fall on a day that is not a regular business day will automatically be extended to the end of the next business day.
- 3. If a grievance is not appealed to the next step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered resolved on the basis of the last Employer response to the grievance and shall be considered ineligible for further appeal.
- 4. **REQUEST THAT A GRIEVANCE BE PLACED IN ABEYANCE** - Should the grievant and/or the Union make a request that the grievance be placed in abeyance for any reason, the period of abeyance shall not exceed ninety (90) calendar days.

#### **D. Grievants Who Have Resigned**

A Grievant who voluntarily resigns or retires their employment with the Employer shall have their pending grievances immediately withdrawn and will not benefit from any subsequent settlement or disposition of a grievance.

However, if the group or Union grievance is related to the implementation of a compensation provision negotiated in an Employer – Union Agreement, the grievance may be continued if it has moved to Step 2 before the date of the employees' resignation or retirement.

#### **E. Grievance Procedure - Informal Review**

Before commencing the formal grievance procedure, an individual employee, or group of employees, with or without their representative, may first attempt to resolve informally the grievance with the immediate supervisor.

#### **F. Grievance Procedure - Formal Review**

##### **1. Step 1:**

- a. All grievances must be filed either by U.S. mail, e-mail, or hand delivery, and received by Staff Relations within sixty (60) calendar days after the date on which the employee or the Union knew or could be expected to know of the event or action giving rise to the grievance. Staff Relations may extend this time limit to allow informal attempts at settlement to resolve the grievance.
- b. Grievances received after the filing deadline will be processed solely for the purposes of determining whether the grievance was untimely. Any formal grievance which is not received in accordance with Section F, or this Section, shall be reviewed only in accordance with the review procedures in Section O.
- c. **Employer Review:**
  - 1) The Department Head's written response will be issued to the grievant and the representative, if any, within fifteen (15) calendar days after the formal grievance is filed. If the response is not issued within this time limit, or if the grievance is not resolved at Step 1, the grievance may proceed to Step 2.
  - 2) Resolution of the grievance at Step 1 or earlier, although final, shall not be precedent-setting.

##### **2. Step 2**

- a. If the grievance is not resolved at Step 1, the grievant or the Union may proceed to Step 2 by filing a written appeal with Staff Relations within fifteen (15) calendar days of the date the written response is issued or, if not issued, is due.
- b. If the parties mutually agree, the designated Employer local official (Associate Director) shall convene a meeting with the grievant(s) and the grievant's representative, if any, to attempt to resolve the grievance. The meeting shall be convened no later than fifteen (15) calendar days following receipt of the appeal to Step 2. During the Step 2 meeting, the parties shall discuss information and contentions relative to the grievance.
- c. During the Step 2 process, the parties may agree in writing to amend the alleged violations stated in the original grievance.
- d. If requested by the grievant, a second Union representative may participate in the Step 2 meeting. In the event a second Union representative attends, only one (1) representative may actively participate in the grievance meeting, and the Employer shall pay release time for only one (1) representative.

- e. If a grievance that alleges a violation of Article 19: Corrective Action / Discipline and Dismissal only is not satisfactorily resolved at Step 2, the Union may appeal directly to arbitration in accordance with Article 30: Arbitration Procedure.
- f. A written decision shall be issued within fifteen (15) calendar days following the Step 2 meeting, or receipt of the Step 2 appeal if it is agreed that no meeting will be held.

### **3. Step 3**

- a. All grievances that are not satisfactorily resolved at Step 2 may be appealed to Step 3. The appeal must be filed with Staff Relations within fifteen (15) calendar days of the date the Employer's Step 2 written answer was issued or, if no Employer answer was issued, within fifteen (15) calendar days of the date the Employer's answer was due.
- b. The Step 3 appeal shall identify all unresolved issues, alleged violations and remedies and shall be signed and dated by the Steward that filed the grievance or his/her designated representative. The subject of the grievance as stated at Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
- c. Staff Relations shall issue the Principal Associate Director's (or their designate) written answer to a Step 3 appeal within thirty (30) calendar days of the receipt of the appeal.

### **4. Appeals to Arbitration**

If an appeal to arbitration is not postmarked or hand delivered within thirty (30) calendar days of the issuance of the Employer's Step 3 answer, Section C.3 of this Article shall apply.

### **G. Group Grievance**

A group grievance is defined as a grievance that covers more than one (1) employee, and that involves like circumstances and facts. A group grievance must be so identified by the Union on the grievance form at Step 1. If an employee wishes to withdraw from a group grievance that is brought by the Union, the employee shall notify the Union. The Union shall in turn notify the Employer in writing if the employee is to be withdrawn.

### **H. Consolidation of Grievances**

Grievances of two (2) or more employees, as well as multiple grievances by or related to the same employee, or which relate to the same incident, issue, alleged violation, facts, or course of conduct, may be consolidated. Consolidation or severance of grievances shall occur by mutual written agreement.

### **I. Offers of Settlement**

Settlement offers made at any stage of this procedure, including informal resolution, shall not be introduced as evidence in subsequent steps, and shall not be precedent setting.

### **J. Retroactivity**

Settlement of grievances may or may not be retroactive as equities of a particular case may demand. In any case where it is determined that the settlement shall be applied retroactively, except for the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages, the maximum period of retroactivity allowed shall not in any case be made retroactive to a date earlier than thirty (30) calendar days prior to the initiation of the written grievance in Step 1.

## **K. Exclusive Procedure**

The Grievance Procedure set out in this Article shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the alleged violation of this Agreement. Unless otherwise indicated within this Agreement, any previous grievance procedure or other procedure in existence or adopted by the Employer shall not apply to employees covered by this Agreement for any purposes whatsoever.

## **L. Release Time and Pay Status For Grievants, Employee Representatives And/Or Witnesses**

### **1. Employer-Convended Meetings**

- a. If the Employer convenes a meeting involving the parties to a grievance for the purposes of resolving the grievance and/or completing the steps of the Grievance Procedure, the grievant(s), witness(es), if any, and UPTE-CWA-designated employee representatives eligible to attend such meeting pursuant to this Article and Article 8: Steward Access, shall be in without-loss-of-straight-time-pay status during the meeting provided:
  - 1) such meeting occurs during the regularly scheduled hours of work of the grievant(s), UPTE-CWA-designated employee representative, and/or witness(es); and
  - 2) advance request is made and approval is received from the supervisor of the grievant(s), the witness(es), and/or the UPTE-CWA-designated employee representative. Approval to attend shall be made on an operational needs basis and shall not be unreasonably denied.
- b. A grievant or the representative may request the availability of bargaining unit employee witnesses for Employer-convened grievance meetings. The availability of bargaining unit employee witnesses shall be determined by their immediate supervisor(s) on the basis of operational needs, and such requests shall not be denied unreasonably. Witnesses shall be in a without-loss-of-straight-time-pay status if the information they provide pertains to the subject of the grievance and the criteria enumerated above (Section L.1.a.1. and Section L.1.a.2.) are met. Grievant and the Union agree that every effort shall be made to avoid the presentation of repetitive witnesses and the absence of any or all witnesses shall not require the meeting to be recessed or postponed.
- c. The Employer is not responsible for any travel or lodging expenses or any other expenses incurred by the representative, grievant or Union witnesses.
- d. Paid release time for UPTE-CWA-designated employee representatives for purposes other than Employer convened meetings shall be provided in accordance with Article 8: Steward Access.

## **M. Exclusion Of Flex-Term And Probationary Employees**

The retention or release of flex-term and probationary employees is at the sole discretion of the Employer, and shall not be subject to Article 29: Grievance Procedure or Article 30: Arbitration Procedure of this Agreement.

## **N. Grievance File**

Records involving the processing of an employee's grievance, such as the grievance form, step

appeals/responses, and settlement documents, will be kept in a file separate from the employee's personnel file. It is not the intent of this section to exclude from the employee's personnel file final disciplinary action documents, including those that result from a settlement agreement.

#### **O. Review Of Grievances That Involve Timeliness Disputes**

When the Employer determines a grievance is ineligible for further processing due to timeliness, the Union may make a written appeal to Staff Relations within thirty (30) calendar days of issuance of the notification to the Steward or their designated representative. This appeal is solely limited to a review of the timeliness issue. If Staff Relations denies this appeal, the Union may appeal the issue of the closure of the grievance directly to arbitration per Article 30: Arbitration, within thirty (30) calendar days of the issuance of the denial of the appeal.

## **ARTICLE 30: ARBITRATION**

### **A. General Conditions**

1. An appeal to arbitration may be made by the Union after exhaustion of Article 29: Grievance Procedure. The appeal to arbitration must be signed by the President of the Union or their designee, and filed with Staff Relations.
2. The decision of the arbitrator on any issue properly before them shall be final and binding.
3. An appeal to arbitration shall not prohibit efforts by the Employer and the Union to resolve the grievance during the time the appeal is pending and until such time that an arbitrator has rendered their decision.
4. The Union shall have full authority to settle, withdraw or otherwise dispose of any grievance brought on behalf of the Union and/or on the behalf of employees. An agreement by the parties to settle, withdraw, or otherwise dispose of a grievance appealed to arbitration shall be binding upon the grievant(s).
5. Where two (2) or more grievances are appealed to arbitration, all grievances by or related to the same employee(s), or grievances which relate to the same incident, issue or course of action, may be consolidated by agreement of the parties.

#### **6. Time Limits**

##### **a. Initial Filing**

An appeal to arbitration must be filed within thirty (30) calendar days of the issuance of the Employer's Step 3 decision to the Union. Appeals which do not contain the appropriate Union signature will be considered ineligible for appeal to arbitration.

##### **b. Employer Acknowledgment of Receipt**

Within fifteen (15) calendar days of the postmark or, in the case of hand delivery the date of receipt, of the Union's appeal to arbitration, the Employer shall mail or email to the Union an acknowledgment of the receipt of the appeal and the identity of the location to which all relevant correspondence should be directed.

##### **c. Union Request that a Grievance Be Placed in Abeyance**

Should the Union make a request that the grievance be placed in abeyance for any reason, the period of abeyance shall not exceed thirty (30) calendar days.

### **B. Employee Representation**

Union representation at the arbitration hearing may consist of up to two (2) representatives, with only one (1) of the two (2) representatives being eligible for without-loss-of-straight-time-pay status. Only one (1) of these individuals may be designated as the employee advocate for the course of the hearing.

### **C. Selection Of Arbitrator**

1. Within ninety (90) calendar days of the date of the appeal to arbitration, the arbitrator shall be selected.
2. The parties shall select an arbitrator from among the names listed in Table 1. The parties shall arrange to strike the names and the remaining person shall become the Hearing Officer. A coin toss shall determine whether the Union representative or Staff Relations



has first choice in striking names. There shall be a joint annual review of Table 1 to add or remove arbitrators to ensure there are always 10 available arbitrators.

**Table 1**

Name	Contact Information
Yuval Miller	T: 415-484-2282 E: <a href="mailto:Eymm@calarb.com">Eymm@calarb.com</a> 174 W Lincoln Ave #274 Anaheim, CA 92805
Fred Horowitz	T: 310-829-6064 F: 310-449-1049 E: <a href="mailto:FRHorowitz@naarb.org">FRHorowitz@naarb.org</a> PO Box 3613 Santa Monica, CA 90408-3613
John B. LaRocco	T: 916-446-9048 F: 916-446-6963 E: <a href="mailto:laroccoj@laroccoarb.net">laroccoj@laroccoarb.net</a> 2001 H Street Sacramento, CA 95811-3109
Katherine Thomson	T: 510-528-3005 F: 510-528-3005 E: <a href="mailto:kthomsonarb@outlook.com">kthomsonarb@outlook.com</a> 3060 El Cerrito Plz., #333 El Cerrito, CA 94530-4011
Luella Nelson	T: 510-658-4959 F: 510-658-9423 E: <a href="mailto:Luella.Nelson@SBCGlobal.Net">Luella.Nelson@SBCGlobal.Net</a> 4096 Piedmont Ave., #159 Oakland, CA 94611-5221
Joel Schaffer	T: 925-708-3738 E: <a href="mailto:joel@joelbschaffer.com">joel@joelbschaffer.com</a> 104 Fiesta Circle Orinda, CA 94563
Greg Lim	T: 510-273-6239 E: <a href="mailto:Glim@MedArb@gmail.com">Glim@MedArb@gmail.com</a> 2614 Mountain Gate Way Oakland, CA 94611
John Kagel	T: 650-325-0389 F: 650-325-4394 E: <a href="mailto:jk@johnkagel.net">jk@johnkagel.net</a> PO Box 50787 Palo Alto, CA 94303
Andrea Dooley	T: 510-719-3089 E: <a href="mailto:andrealdooley@gmail.com">andrealdooley@gmail.com</a> 953 W. MacArthur Blvd. #12 Oakland, CA 94608
Doug Collins	T: 310-372-8959 E: <a href="mailto:doug.collins@roadrunner.com">doug.collins@roadrunner.com</a> 703 Pier Avenue, Suite B # 805 Hermosa Beach, California 90254-3943

3. If both parties disagree with the arbitrator who has been selected, the process shall be repeated once in its entirety.
4. A separate arbitrator shall be selected for each grievance appealed to arbitration, unless the parties agree otherwise in writing.
5. The parties may agree in writing to extend the ninety (90) calendar day limit for selecting the arbitrator. Requests to extend the limit by one party shall not be unreasonably denied by the other party. Absent an extension, failure to select the arbitrator within ninety (90) calendar days will render the appeal to arbitration ineligible for further processing and the Employer's Step 3 answer will be considered final.
6. All arbitrability disputes, substantive or procedural, shall be subject to arbitration under this Article, including disputes arising from Employer claims that the Union has lost the right to pursue arbitration of a pending grievance because of untimely processing.

#### **D. Scope Of Arbitration**

Unless there is an agreement by both parties to modify the scope of the hearing, the issue(s) to be heard by the arbitrator shall solely and in its entirety be restricted to the issue(s) stated by Step 3. Issues or allegations which were known or should have been known to either party but not introduced by the Step 3 process shall not be introduced by either party at the arbitration hearing, except as provided in Section E, below.

Disputes arising out of or based upon the Davis-Bacon Act shall not be subject to arbitration. Such disputes shall be resolved in accordance with the procedures of the Department of Labor.

#### **E. Arbitration Proceeding**

1. The parties will attempt to agree on a location for the arbitration hearing.
2. The arbitration hearing shall be closed to anyone other than the participants in the arbitration hearing, unless the parties otherwise agree in writing.
3. The arbitration hearing shall provide an opportunity for the Union and the Employer to examine and cross-examine witnesses under oath or affirmation, and to submit relevant evidence.
4. Settlement offers made any time during the Grievance and/or Arbitration Procedure shall not be introduced as evidence in the arbitration hearing.
5. Either or both parties may, at their discretion, file briefs with the arbitrator. The order and time limits of briefing shall, on a case-by-case basis, be as agreed upon by the parties or as specified by the arbitrator. Briefing time limits shall be extended by the arbitrator upon the agreement of both parties.
6. In all cases appealed to arbitration pursuant to the terms of this Article and this Agreement, the Union has the burden of initiating the steps in the procedure. With the exception of those cases in which the issue is that of actions taken by the Employer pursuant to Article 19: Corrective Action / Discipline and Dismissal, the Union shall have the burden of proof. The burden of proof in cases in which the issue is that of actions taken by the Employer pursuant to Article 19: Corrective Action / Discipline and Dismissal, shall be the Employer's.
7. Prior to the hearing, the parties shall exchange the names of known witnesses and relevant materials to be introduced at the hearing no less than seven (7) calendar days prior to the hearing date.

## **F. Authority Of The Arbitrator**

1. The arbitrator's authority shall be limited to determining whether the Employer has violated the provision(s) of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify or ignore in any way the provisions of this Agreement and shall not make any award which would, in effect, grant the Union or the employee(s) any terms which were not obtained in the negotiation process.
2. The arbitrator shall have the authority to subpoena documents, subject to rules for protecting classified information, and to require the attendance of witnesses upon the reasonable request of either party but not upon their own motion.
3. The expense of service and appearance fees, if any, shall be borne entirely by the party requesting the subpoena of witnesses and each party shall, in advance of the hearing date, inform the other party of the identity of witnesses it subpoenaed.
4. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before them by the representatives of the parties at the hearing. In all respects they shall assure that the hearing is a fair one. The arbitrator shall be the sole judge of the relevancy and materiality of the evidence and testimony offered. The arbitrator may receive and consider evidence but shall give appropriate weight to any objections made. All documents to be considered by the arbitrator shall be filed at the hearing, or within the post-hearing time lines agreed to by the parties during the hearing.

## **G. Arbitration Remedies**

1. In any decision of a grievance appealed to arbitration involving retroactive payments, the appropriate Employer and the Union representatives shall expeditiously determine the identity of the payees and the specific amount owed each payee. Such amount of payment shall be final and no employee or group of employees may subsequently grieve the amounts owed.
2. Remedies involving monetary payment and/or credit shall be limited in their calculation to the utilization of the employee's actual and appropriate wage or benefit amount at the time of the violation.
3. Upon the motion of either party, or at their own discretion, an arbitrator may retain jurisdiction in all cases.

## **H. Cost Of Arbitration**

1. The cost of the arbitrator and expenses of the hearing will be shared equally by the Employer and the Union. If either party requests that a stenographic record of the hearing be made and/or transcripts of the stenographic record or a taped record be provided, the parties shall equally share the entire cost of such service and the cost of the provision of a transcript to each party and the arbitrator.
2. In the event either party requests the cancellation or postponement of a scheduled arbitration proceeding which causes an arbitrator to impose a cancellation or postponement fee, the party requesting such cancellation or postponement shall bear the full cost of the cancellation/postponement fee. In the event the parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/postponement fee, the parties will equally bear the cost of the fee, unless the parties agree otherwise.

## **I. Pay Status**

1. The grievant(s), as defined in Article 29: Grievance Procedure, shall be in a without-loss-of-straight-time-pay status at the arbitration hearing.
2. The Employer and the Union shall establish a reasonable schedule for witness(es)' testimony at the arbitration proceeding. Employee witnesses who appear at the arbitration hearing at the request of the Union shall be in a without-loss-of-straight-time-pay status for the time spent actually giving testimony or waiting to testify in accordance with the established schedule.
3. Total release time for the grievant, employee representative and witness(es) for travel to/from the hearing and for participation in the hearing shall not exceed either their normally scheduled hours of work for the day(s) of the hearing or their actual participation in the hearing.
4. Not more than one (1) employee representative will be released in without-loss-of-straight-time-pay status for attendance at any one (1) arbitration hearing.
5. The Employer shall not be responsible for any lodging, travel expenses or other expenses incurred by grievants, witnesses, employee or Union representatives with regard to the Union's presentation in the arbitration hearing.

**J. Expedited Arbitration**

The parties may agree to use an expedited form of arbitration, to be agreed to by the parties and the arbitrator.

## **ARTICLE 31: WAIVER**

- A. The Employer and the Union acknowledge that:
  - 1. During the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining;
  - 2. This Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity;
  - 3. This Agreement supersedes and replaces the specific rights and/or procedures set forth under the various personnel programs and policies, which previously applied to employees covered by this Agreement. The personnel policies not superseded by Articles in this Agreement will continue to apply throughout the duration of this Agreement. Modifications to personnel policy made to comply with state and/or federal laws and/or DOE/NNSA requirements will apply through the duration of this Agreement. Other changes to personnel policy will be subject to meet and confer between the Employer and the Union prior to application to bargaining unit employees.
- B. As a result of the acknowledgments in Section A, above, the Employer and the Union agree that, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered within this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. Notwithstanding Section B, above, the Articles in this contract may be reopened for negotiation at any time by mutual agreement of the parties.

## **ARTICLE 32: SEVERABILITY**

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall mutually agree to meet and confer in good faith with respect to any provision found to be in contravention of the law, in order to agree on a substitute provision.

### **ARTICLE 33: SUCCESSORSHIP**

In the event bargaining unit employees' duties of providing skilled trades for the Employer is assumed or contracted out to any other entity, public or private, the successor organization shall agree to all terms and conditions of this Agreement unless that assumption in whole or in part would be in violation of a matter of public law. Notwithstanding the foregoing, the Employer shall have no responsibility for requiring or be under any obligation to require a successor to agree to said terms and conditions and shall not be liable in the event a successor fails or refuses to agree to all terms and conditions of this Agreement.

### **ARTICLE 34: MAINTENANCE OF CERTIFICATIONS AND LICENSES**

All costs associated with education, training, or tests for certifications or licenses required by the Employer will be covered by the Employer in a timely manner.



## **ARTICLE 35: WORK PLACE COMMITTEES**

The following established committees shall consist of up to four (4) representatives designated by the Employer and up to four (4) by the Union. Union representatives will be paid for time spent in the meetings. Invitations of subject matter experts by either party shall not be unreasonably denied.

Meetings shall be regularly scheduled intervals with agreed upon dates and times to best fit the needs of each committee. The parties should strive to keep the meetings to one hour unless mutually agreed to be extended.

The schedule shall be set by January 31st of each year. Each committee is considered a stand alone committee. Scheduling may include having multiple committee meetings on the same day, or same week. In the event meetings are scheduled back to back, there will be at least a half hour break in between. Upon mutual agreement and reasonable notice, the Parties may schedule additional meetings of the committee to discuss emergent matters and issues. The Party requesting the additional meeting shall by written request, request such a meeting with seven (7) days advanced notice outlining the matters and issues to be discussed.

Committees shall strive to be efficient in their time to keep the meetings productive, and should be a reasonable length to substantively address the agenda. Minutes shall be kept by each party. Parties shall submit agenda items to each other within seven (7) days in advance of each scheduled meeting. Agenda items should be mutually agreed upon. In the event one of the Parties has an agenda item that is not agreed to, the parties will agree on when it can be brought up at a later day, or if specific conditions need to be met before it can be brought forward.

The Committees activities are advisory. If the Committee does not have the authority to implement its own recommendations, the recommendations will be presented to the appropriate authorizing individuals. Rejections of recommendations are not subject to the Agreement's grievance and arbitration procedure, nor do they constitute an alternative to, notice of, or compliance with the Agreement's grievance and arbitration produce. Referral of matters to these committees do not toll or extend the deadlines for grievance and arbitration procedures unless explicitly and mutually agreed upon between the Parties.

### **A. Labor-Management Committee**

The purpose of the LMC is to discuss issues and matters of general applicability and interpretations that arise from the Agreement, directorate operations, and Davis Bacon and related acts, and is not designed to address individual employee personnel matters. Its intent is to foster better day-to-day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor-management relations and avoid unnecessary problems.

### **B. Health and Safety**

The Employer and the Union recognize the importance of maintaining a safe working environment and will cooperate towards the objective of reducing health and safety hazards and

to encourage both management and employees to follow the Employer's Health and Safety Manual, as well as all applicable Federal, State and Local safety regulations, in reaching these objectives.

The purpose of the Committee shall be to survey, analyze, and make recommendations to resolve any safety and health concern of a general nature, specific concerns not resolved in a timely manner by the line organization, and special concerns of the Bargaining Unit. This includes but is not limited to training, staffing levels, skills development, PPE, hazardous working conditions, and policies and procedures that promote health and safety.

The Committee shall also promote health and safety education, review and analyze summary accident, injury, and occupational illness reports, and bring to the attention of the responsible organization specific health and safety concerns of bargaining unit employees. Committee members have access to LABWatch's Illness and Injury tracker.

## **DURATION OF AGREEMENT**

This agreement shall be effective on the date of ratification and shall terminate on December 31, 2029 (herein after “expiration date”) unless the Employer and Union mutually and in writing agree to extend any or all of the terms and conditions of this Agreement.

The parties will hold their first bargaining session on or before 150 days before contract expiration unless another date is mutually agreed to by both parties. The parties will exchange full and complete proposals (actual article number and all language changes) on or before the 120<sup>th</sup> calendar day before contract expiration. After the 120<sup>th</sup> day prior to contract expiration, additional subject matter/topics may be introduced only with the written consent of both parties.

## MEMORANDUM OF THE NEGOTIATORS

The negotiators of this proposed Agreement affix their signatures to the Agreement to indicate that they have concluded negotiations on the development of the proposed Agreement and that they are referring it to the parties for decision concerning approval.

It is understood that the Agreement is not binding unless and until both parties have executed it. The process of approval with respect to the Union will be completed when the Agreement has been reviewed and ratified by the appropriate members of the bargaining unit.

The parties agree that when the approval process has been completed, the Agreement will become effective when the document has been signed by the authorized representatives for both parties.

### FOR THE EMPLOYER

Jennifer L.  
Szutu

Digitally signed by Jennifer L.  
Szutu  
Date: 2025.04.22 14:30:11  
-07'00'

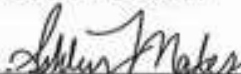
Jennifer L. Szutu  
Chief Negotiator  
Staff Relations  
Director's Office / LLNS


Aaron Walker  
Ward

Digitally signed by Aaron  
Walker Ward  
Date: 2025.04.22 15:33:33  
-07'00'

Aaron Ward  
Deputy PAD,  
O&B

### FOR THE UNION

  
Ashley Mates  
Chief Negotiator  
UPTE-CWA

  
Matt Epperley (Apr 14, 2025 18:16 PDT)  
Matt Epperley  
UPTE-CWA  
Chapter Chair

garcia29

Digitally signed by garcia29  
Date: 2025.04.22 16:38:22  
-07'00'

Jamee Garcia  
Security Organization

Vasco Leondres  
Espinoza

Digitally signed by Vasco  
Leondres Espinoza  
Date: 2025.04.22 17:00:44  
-07'00'

Vasco Espinoza  
Department Head  
Infrastructure Maintenance and Utilities  
Department (IMUD)

### BARGAINING TEAM MEMBERS:

  
Laureto Abella (Apr 15, 2025 12:17 PDT)  
Laureto Abella

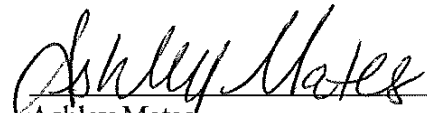
  
Alonzo Agredano (Apr 15, 2025 03:56 PDT)  
Alonzo Agredano

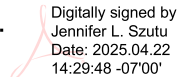
  
Mike Vasquez (Apr 14, 2025 15:51 PDT)  
Michael Vasquez

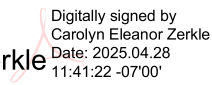
  
Mike Wilson (Apr 17, 2025 17:16 PDT)  
Michael Wilson

## EXECUTION OF AGREEMENT

The foregoing Agreement between Lawrence Livermore National Security, LLC (the "Employer"), and the University Professional and Technical Employees (UPTE), Communications Workers of America (CWA) Local 9119, AFL-CIO (the "Union"), having been duly approved by both parties, is hereby executed by the undersigned authorized representatives of each party.

By:   
Ashley Mates  
Chief Negotiator  
UPTE-CWA

By: Jennifer L. Szutu  
  
Jennifer L. Szutu  
Chief Negotiator  
Staff Relations  
Director's Office / LLNS

By: Carolyn Eleanor Zerkle  
  
Carolyn Zerkle  
Deputy Laboratory Director  
Director's Office / LLNS

## APPENDIX A

[illegible]

## **SIDE LETTERS**

### **Side Letter: Davis Bacon Appeal Process**

The Employer has established a Davis Bacon Review Process to ensure compliance with Davis-Bacon Act and other applicable acts. Unit employees who seek further clarification or review when they do not agree or understand the final Davis Bacon determination, can file a formal appeal by emailing the Davis Bacon Administrator at [davisbaconadmin@llnl.gov](mailto:davisbaconadmin@llnl.gov). The Davis Bacon Administrator reevaluates work activity and shares the outcome with the Supervisor or Department Head. Management shall give a written response to the unit member and Union of the outcome (whether accepted or denied) within 10 business days, or later with notice to the Union and unit member for the delay.

### **Side Letter: Mid-Term Wage Survey**

The Employer agrees to engage a third-party consultant to conduct a mid-term wage survey for all bargaining unit classifications with a goal of initiating the survey by February 28, 2027. The employer may solicit information from the appropriate bargaining unit personnel as part of its data gathering. Both parties agree to cooperate fully with the third-party consultant for a survey. The Employer agrees to provide the wage survey results to the Labor Management Committee following completion of the mid-contract wage survey. The Labor Management Committee may submit comments to the Employer after receiving the mid-contract wage survey. The Employer may make a request to make mid-contract market adjustment(s) based on the results of the wage survey, with a target mid-term wage adjustment, effective January 1, 2028. Notwithstanding the above, the Employer's decision to seek out or implement a mid-term market adjustment(s) shall not be subject to the grievance-arbitration procedure in the Agreement. Further, the parties agree that the Employer is not obligated to bargain with respect to said market adjustment(s) and that utilization of this procedure shall not be considered reopening of the Agreement.



## **Sideletter – Process for Determining Maintenance Mechanic Licensure Requirements in the Mechanical Utilities Division**

For purposes of implementing Article 22, Section G, the parties agree to the following process:

Management shall determine which employees will receive this premium from the date of ratification until the Water Board for the State of California determines which tasks/functions require state licenses/certifications. Any employee for whom the Water Board for the State of California determines performed tasks/functions that require state licenses/certifications, but for whom Management did not provide premium pay consistent with their state licenses/certifications shall receive retroactive premium pay from the date of ratification through to the date of the Water Board for the State of California's Determination.

Within ninety (90) days of ratification of this Agreement, the Union and the Employer shall request a determination from the Water Board for the State of California to identify which tasks/functions performed by these Maintenance Mechanics require a state license/certification. The parties agree to establish a committee for this and any subsequent meetings, with three representatives from each side. The Parties agree to accept the State of California's process to achieve a determination of the Covered Tasks which require a state license/certification. The determination of the Water Board for the State of California shall be final and binding and not subject to appeal by either party.

Staff Relations Division, L-708  
Telephone: (925) 422-9501  
FAX: (925) 423-5665

January 21, 2009

James K. Wolford, Jr.,  
Chief Negotiator  
SPSE-UPTE, Local 11  
CWA Local 9119, AFL-CIO  
P.O. Box 1066  
Livermore, CA 94551

**Re:   *Drug and/or Alcohol Testing***

Dear Mr. Wolford:

Lawrence Livermore National Security, LLC (LLNS) and SPSE-UPTE Local 11 on behalf of the Skilled Trades Bargaining Unit agree that drug and alcohol testing for bargaining unit members will be conducted in compliance with Department of Energy (DOE) and Department of Transportation (DOT) requirements. The Staff Relations Office will immediately notify SPSE-UPTE of any positive test result for a bargaining unit member. In addition, every six (6) months the Staff Relations Office will provide SPSE-UPTE the total number of random drug tests conducted for Laboratory employees, and the number of those who are bargaining unit members.

Robert Perko  
Division Leader  
Staff Relations Division

Staff Relations Division, L-708  
Telephone: (925) 422-9501  
FAX: (925) 423-5665

December 10, 2008

James K. Wolford, Jr.,  
Chief Negotiator  
SPSE-UPTE, Local 11  
CWA Local 9119, AFL-CIO  
P.O. Box 1066  
Livermore, CA 94551

**Re:   *Preventive Maintenance***

Dear Mr. Wolford:

In recognition of shared interest in minimizing hazards encountered by Skilled Trades bargaining unit members (as well as other LLNL staff and visitors) all preventive maintenance for Laboratory machinery and facilities as required by federal, state and local regulations and codes, and DOE Orders, shall be performed on the prescribed schedules.

Robert Perko  
Division Leader  
Staff Relations Division

Staff Relations Division, L-708  
Telephone: (925) 422-9501  
FAX: (925) 423-5665

February 12, 2014

Kevin Aguilar  
SPSE-UPTE, Local 11  
CWA Local 9119, AFL-CIO  
P. O. Box 1066  
Livermore, CA 94551

**RE: *Supplemental Labor***

Dear Mr. Aguilar:

After two years or 4,000 hours of accumulated service (whichever occurs first) by a supplemental labor employee in the bargaining unit classification, the Employer will review the need to continue that service. If the service is still needed, the Laboratory will fill the position with a flex-term or career employee. The choice of flex-term or career employee shall be at the Employer's discretion.

Jennifer L. Szutu  
Manager  
Staff Relations Division

Staff Relations Division, L-708  
Telephone: (925) 422-9501  
FAX: (925) 423-5665

April 2, 2014

Kevin Aguilar  
SPSE-UPTE, Local 11  
CWA Local 9119, AFL-CIO  
P. O. Box 1066  
Livermore, CA 94551

**RE: *On-Call Exception Process***

Dear Mr. Aguilar:

On-call exemptions are obtained through the following process:

- The unit employee notifies the supervisor of the need for an exception.
- The supervisor sends the written request to the deputy department head or (for Security Organization) directly to the Staff Relations Representative.
  - Line management forwards the exception letter to Staff Relations.
- The Staff Relations representative sends the approval to payroll with a copy back to the Department management.
- On receiving approval, the employee submits a corrected time card showing the time spent on-call and/or for call-backs.

Typical exceptions include, but are not limited to, in-town vacation status, family sick leave, employee sick leave for medical or dental appointments, and jury duty when the employee meets the requirements for on-call status before the beginning of the on-call period.

Jennifer L. Szutu  
Manager  
Staff Relations Division