

**Agreement Between**

**UCHICAGO ARGONNE, LLC.**

**(Operator of Argonne National Laboratory)**

**hereinafter referred to as “Argonne” or the “Laboratory**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION**

**LOCAL 73**

**SEIU AFL-CIO**

**hereinafter referred to as the “Union”**

**Effective May 22, 2021**

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## **ARTICLE I**

### **PURPOSE AND APPLICATION AND SCOPE OF AGREEMENT**

#### **Section 1.1 PURPOSE**

It is the intent and purpose of the parties hereto to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by UChicago Argonne, LLC ("Laboratory" or "Argonne"), the Union, and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes, or other interferences with the work of the Laboratory during the life of this Agreement; and, in general, to promote harmonious relationships between the Laboratory and its employees and the Union. In order to assure the common defense and security of the United States, it is the objective of the parties that the obligation of the Laboratory for the successful prosecution of energy research under the contract now in effect between the United States Government and UChicago Argonne, LLC be fulfilled without interference arising from differences between the parties.

#### **Section 1.2 GENDER**

Wherever in this agreement "man," "men", or their related pronouns appear, either as words or as parts of words (and other than obvious reference to named male individuals), they have been used for literary purposes and are meant in their generic sense (i.e., to include all humankind - both female and male sexes).

**ARTICLE II**  
**RECOGNITION**

**Section 2.1 RECOGNITION**

UChicago Argonne, LLC, as operator of the research facility known as Argonne National Laboratory, ("Laboratory" or "Argonne"), recognizes the Service Employees International Union Local 73, SEIU, AFL-CIO ("Union") as the exclusive bargaining representative with respect to rates of pay, hours of work and conditions of employment for all the employees in the classifications listed in Section 8.2 Occupational Groups. This Collective Bargaining Agreement shall be binding upon the Laboratory, its successors and assigns, but in the event UChicago Argonne LLC ceases to operate the Laboratory, UChicago Argonne LLC shall be released from all obligations under this Agreement.

**Section 2.2 EMPLOYEE DEFINED**

The term "employee" as used in this Agreement means any person represented by the Union as provided in Section 2.1.

**Section 2.3 WORK BY SUPERVISORS**

The Laboratory will not use supervisors, foreman, or those designated as foreman or supervisors to perform the normal duties of employees except in emergency situations. This provision shall not preclude necessary instruction and training of employees. If an emergency occurs, a supervisor will request that an employee be assigned as soon as practicable. An emergency is defined as a situation which cannot be anticipated, nor action delayed, without endangering life, health or property.

**Section 2.4 POLICY ON WORK ASSIGNMENTS AND CONTRACTING OUT OF WORK**

Argonne National Laboratory is engaged in the conduct of research and development work in the energy field, including basic and applied research in high energy physics, physics, chemistry, chemical engineering, metallurgy, biology, medicine, and other fields, in an effort to accomplish basic scientific progress and technical accomplishment in the national interest and public welfare. Employees in the bargaining unit, as well as other Laboratory employees and outside contractors, are necessary to provide supporting services to the basic work of the Laboratory. The Laboratory will continue to perform with its own personnel those functions which cannot feasibly be contracted out or which are not required to be contracted out in order to comply with pertinent laws and regulations. For example, the Laboratory will continue to contract out construction work and will comply with all pertinent laws and regulations.

The Laboratory agrees that it will not lay off any bargaining unit employee as a result of subcontracting during the life of this agreement unless such subcontracting is required by law, or is done in accordance with its Make or Buy Plan.

## **ARTICLE III**

### **MANAGEMENT**

#### **Section 3.1 MANAGEMENT RIGHTS**

The Union recognizes that the Laboratory management shall continue to exercise its exclusive responsibilities to manage the Laboratory and direct the working forces. Among the exclusive rights of management are the rights to plan, direct and control Laboratory operations; to instruct and direct the working forces; to hire, promote, demote, assign, classify and transfer; to suspend, discharge and discipline employees for just cause; to determine the qualifications and competency of employees; to schedule the working hours; to make and enforce rules; to establish and enforce health and safety requirements; to lay off or release employees; to introduce new and to change existing operational methods, materials or facilities, and to determine job content. The exercise of management's rights SHALL NOT CONFLICT with any of the other provisions of this Agreement. The choice, control, and direction of the supervisory staff is vested exclusively in the Laboratory.

#### **Section 3.2 SECURITY RESPONSIBILITY**

It is understood that the United States Government, through the agency or agencies responsible for the administration of the energy program, may request the Laboratory to deny employment to, or to remove from the work, any person whose employment or continued employment is deemed by the Government prejudicial to the interests of the Government. In the event the Laboratory is requested by the Government for any reason to deny employment to, or to remove from the work, any person, the Union shall abide by such determination by the Government; and no grievance may be processed through the grievance procedure nor submitted to arbitration with respect to such determination. Nothing in this Agreement shall alter, diminish, or in any way affect the obligation of employees as expressed in the Security Acknowledgment which each employee executes as a prerequisite to employment; nor shall any provision of this Agreement affect any rights or remedies available through the United States Department of Energy procedures to a person whose denial or termination of employment is requested by the Government.

#### **Section 3.3 EMPLOYEE BENEFITS**

Employee benefit plans specifically provided for in this agreement shall continue in effect except that any new benefit plans or modifications to existing benefit plans that affect non-union non-exempt employees at Argonne East shall be made applicable to the members of this bargaining unit without further negotiation. Employee contributions to such plans shall be in accordance with those required by the Laboratory for non-exempt employees. Group Hospital - Surgical - Medical - Insurance coverage for the individual employee (as well as for his dependents) during periods of time when he is not in pay status (such as on leave of absence or layoff) will be provided only by his making the payments required for such coverage. Under the Laboratory's Retirement Plan, effective June 13, 1993, the Laboratory will pay 9% of the employee's basic monthly wage and the employee will contribute 2 1/2% of his basic monthly wage.



## **ARTICLE IV**

### **UNION SECURITY**

#### **Section 4.1 UNION SHOP**

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

#### **Section 4.2 HIRING**

Subject only to the provisions of the preceding Section 4.1, the Laboratory shall have the right to hire such persons as it may from time to time require without regard to the union affiliation of such persons.

#### **Section 4.3 WITHDRAWAL PERIOD**

The Union and the Laboratory agree that, notwithstanding the provisions of Section 4.1, any employee shall have the right to withdraw from Union membership by giving written notification to the Union by registered mail, with a copy by registered mail to the Laboratory, postmarked between thirty (30) and fifteen (15) calendar days before the termination of this Agreement. Such withdrawal from Union membership shall take effect as of the date after the termination of this Agreement.

#### **Section 4.4 UNION MEMBERSHIP**

The Union agrees that initiation fees and membership dues charged as a condition for becoming or remaining a member of the Union shall not be discriminatory or excessive.

#### **Section 4.5 UNION ACTIVITY**

The Laboratory agrees that it will not discriminate against, interfere with, restrain, or coerce any employee because of membership in the Union. The Union agrees that its officers, members, stewards, and agents will not engage in Union activity on the Laboratory's time (not including casual personal conversations between employees), or in such manner as to interfere with the efficient operation of the Laboratory and, further, that there shall be no solicitation or payment of dues, fees, fines or assessments on the Laboratory's time or in such manner as to interfere with the work or attendance at work of any employee.

#### **Section 4.6 DEDUCTIONS FOR UNION DUES**

Upon receipt of proper written authorization from an employee, the Laboratory agrees to deduct from the wages of the employee and to forward to the Treasurer of the Service Employees International Union, Local 73, SEIU, AFL-CIO, union dues and initiation fee in such sum as may be established from time to time by said Local 73 in accordance with its constitution and the constitution of the Service Employees' International Union. The amount of such dues and initiation fee shall be certified in writing by the Treasurer of Local 73, provided, however, that any change in amounts shall not become effective until the month following receipt of certification from the Treasurer.

Deductions for dues and initiation fee shall be made on the first payday of each month commencing with the month following the date of the authorization. If, during any pay period when a deduction for Union dues and initiation fee would have been made hereunder, an employee has not earned sufficient wages to cover his Union dues and initiation fee after all other authorized deductions have been made, no deduction for Union dues and initiation fee will be made that pay period, however, additional deductions will be made in every pay period in which sufficient wages were earned until all back union dues and initiation fee have been deducted. Upon receipt of proper written notification from the employee that he is revoking his authorization, the Laboratory will cease deducting dues and initiation fee from his pay. The employee shall send a copy of notification to the Union. It is understood and agreed that the Union will indemnify the Laboratory and save it harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from wages as herein provided.

**Section 4.7 AUTHORIZATION FORM**

"To Argonne National Laboratory:

I, \_\_\_\_\_ Payroll No. \_\_\_\_\_,  
(Please print or type your name on this line)

hereby assign out of my future wages as an employee of the Laboratory, Union dues and initiation fee in such sum as may be established from time to time by Service Employees International Union, Local 73, SEIU, AFL-CIO, in accordance with its constitution and the constitution of the Service Employees' International Union.

I authorize the Laboratory to deduct such dues and initiation fee from wages payable to me on my first payday of the month and to pay the same to the authorized representatives of said Union.

This assignment shall be revocable on or after the termination date of the current Collective Agreement between the Laboratory and the aforementioned Union, or upon the expiration of one (1) year from the date of this authorization, whichever occurs sooner.

I hereby agree and direct that this assignment shall be automatically renewed, and shall be irrevocable for further successive periods of one (1) year each from the expiration of the shorter of the periods above specified or for the period of each succeeding, applicable collective bargaining agreement providing for a check-off of Union membership dues and initiation fee, whichever shall be shorter, unless a written notice of revocation signed by me shall be postmarked or received by the Laboratory not more than twenty (20) days and not less than ten (10) days prior to either the expiration of any such year or the termination date of any applicable collective bargaining agreement, whichever occurs sooner. Such notice of revocation shall become effective as of the end of any such year or as of the termination of any such collective bargaining agreement if such date shall occur prior to the expiration of such annual period. A copy of any such notice will be sent by me to the Union.

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Please sign your name on this line)

**Section 4.8 TRANSFERS OF UNION OFFICERS**

Argonne Council officers and stewards will not be involuntarily transferred until the Laboratory has made every reasonable effort to assign another employee to the area to which the officer or steward is to be transferred. The Union will be notified one week in advance of the effective date of the transfer unless urgent operational requirements make such advance notice impracticable.

## **ARTICLE V**

### **CONTINUITY OF OPERATIONS**

#### **Section 5.1 STRIKES - DISCIPLINE**

The Union shall not instigate, promote, cause, participate in or recognize, nor authorize employees to instigate, promote, cause, participate in or recognize, any strike, work stoppage, slow-down, interruption of work, picket line, secondary boycott or other interference of any kind with operations. The Union guarantees fully to support the Laboratory in maintaining operations. Employees shall not instigate, promote, cause, participate in or recognize any strike, work stoppage, slow-down, interruption of work, picket line, secondary boycott or other interference of any kind with operations, whether or not brought about by the Union, by any of its members, or by any other person or persons whomsoever, with or without the authority or support of the Union; and violations shall be complete and immediate cause for discharge of any one or more of the violators or for other disciplinary action by the Laboratory. Furthermore, in the event that any employee represented by the Union violates this ARTICLE V, the Union shall immediately use its best efforts to terminate the continuance of such violation and to restore conditions to the status in which they existed prior to the violation; and the Union, in so using its best efforts, shall include the posting of notices in conspicuous places where employees of the Laboratory are most likely to see them, which notices shall express the disapproval of the Union as to the violation and which, further, shall direct those employees represented by the Union in a course of action designed to terminate the violation and to restore conditions to the status in which they existed prior to the violation.

#### **Section 5.2 LOCKOUTS**

There shall be no lockout by the Laboratory during the life of this Agreement. The exercise of management's rights shall not, when these rights are exercised in accordance with Section 3.1, constitute a lockout.

#### **Section 5.3 VIOLATIONS**

If it is contended that an employee discharged for a violation of this ARTICLE V did not, in fact, commit such violation, the discharge may be processed as a grievance by initiating action in Step Three of the grievance procedure. The grievance shall be processed in accordance with the grievance procedure from there on and may be taken to arbitration.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

**Section 6.1 UNION REPRESENTATIVES**

The Laboratory agrees to recognize a reasonable number of certified stewards, the number to be agreed upon in writing from time to time, and a Union Grievance Committee which shall consist of Argonne Council President, Vice President and Recording Secretary. Each steward shall be an employee of the Laboratory. Each steward shall be designated to represent employees in a group or area as agreed upon. Alternate stewards shall be designated to function during absences of the steward. So far as is practicable, the Union will not request the Laboratory to recognize any employee as a steward or committeeman who has not been employed for at least one year. The Union will notify the Laboratory, in writing, addressed to the Employee Relations Manager, of any changes in the personnel of its stewards or the Grievance Committee at least three (3) days in advance of the date on which the new steward or Grievance Committee member becomes authorized to act on behalf of the Union.

**Section 6.2 INFORMAL DISCUSSIONS**

Any employee shall have the right to present a problem to, and discuss it with, the Laboratory management with or without the participation of a steward or other representative of the Union as decided by the employee.

**Section 6.3 GRIEVANCE DEFINED**

For the purposes of this Agreement, a grievance is defined as a difference of opinion between the Laboratory and the Union or between the Laboratory and an employee with respect to the meaning or application of any provision of this Agreement which is reduced to writing and filed for processing through the grievance procedure.

**Section 6.4 GRIEVANCE PROCEDURE**

Grievances shall be processed in accordance with the following procedure. In those cases where an employee desires to process his grievance without the participation of a steward or other representative of the Union, he may do so provided the Union steward or other representative of the Union shall have an opportunity to be present only at the adjustment thereof. In any case, where an employee is not satisfied with respect to the disposition of the matter on which he has informally consulted with a member of his immediate supervision, the employee may submit his complaint as a grievance, but this must be done within ten (10) days from the occurrence of the incident, or the acquisition of direct knowledge by the employee of the condition which gave rise to the complaint, and if more than said ten (10) days elapse, the employee shall be barred thereafter from processing the complaint as a grievance.

Step One: Between the aggrieved employee or employees and knowledgeable witnesses, the appropriate Union Steward, and the Department Head or his authorized representative. The total number of grievants and knowledgeable witnesses shall not exceed five (5). The grievance must be presented in writing, signed by the aggrieved employee or employees, in one (1) copy on forms furnished by the Laboratory. The Department Head or his authorized representative will return one copy to the aggrieved employee with acknowledgment of its receipt, date received, and the number that has been assigned to the grievance. The Department Head or his authorized representative shall have five (5) days from the date of the hearing, or ten (10) days from the time he receives the grievance if no hearing is held, in which to announce a decision in writing. If the grievance is to be appealed to Step Two, this must be done within fifteen (15) days following the date of the decision of the Department Head, or in the event no hearing is held nor a decision is announced, within fifteen (15) days immediately following the expiration of the ten (10) day period following receipt of the grievance by the Department Head. If no appeal has been filed within such fifteen (15) day period, further processing shall be barred. If no hearing is held, the Laboratory will state in the grievance answer the reason why no hearing was held. A copy of the decision will be mailed to the grievant, appropriate steward, Council President, and Union Representative of Local 73.

Step Two: Between the aggrieved employee or employees and knowledgeable witnesses, the appropriate Union Steward (and an official from the Union if the Union so desires) and the Employee Relations Manager or his authorized representative. The total number of grievants and knowledgeable witnesses shall not exceed five (5). The grievance must be appealed in writing, signed by the aggrieved employee or employees, in one (1) copy on forms furnished by the Laboratory. The Employee Relations Manager or his authorized representative will return one copy to the aggrieved employee with acknowledgment of its receipt and the date received. The Employee Relations Manager or his authorized representative shall have five (5) days from the date of the hearing, or ten (10) days from the time he receives the grievance, if no hearing is held, in which to announce a decision in writing. If the grievance is to be appealed to Step Three, this must be done within fifteen (15) days following the date of the decision of the Employee Relations Manager or, in the event no hearing is held nor a decision is announced, within fifteen (15) days immediately following the expiration of the ten (10) day period following receipt of the grievance by the Employee Relations Manager. If no appeal has been filed within such fifteen (15) day period, further processing shall be barred. If no hearing is held, the Laboratory will state in the grievance answer the reason why no hearing was held. A copy of the decision will be mailed to the grievant, appropriate steward, Council President, and Union Representative of Local 73.

Step Three: Between the aggrieved employee or employees and knowledgeable witnesses, not more than five (5) members of the Union Grievance Committee, and the Legal Representative, or

his authorized representative. The total number of grievants and knowledgeable witnesses shall not exceed five (5). The employee may be represented by legal counsel if he chooses. The grievance must be appealed in writing, signed by the aggrieved employee or employees, in one (1) copy on forms furnished by the Laboratory. The Legal Representative, or his authorized representative, will return one copy to the aggrieved employee with acknowledgment of its receipt and the date received. The Legal Representative, or his authorized representative, shall have ten (10) days from the date of the hearing, or twenty (20) days from the time he receives the grievance if no hearing is held, in which to announce a decision in writing. In the event no hearing is held nor a decision announced, the time limits set forth in Section 7.1 for referral to arbitration shall commence to run immediately following the expiration of the aforesaid twenty (20) day period. A hearing will be held and a decision in writing will be given unless there has been a previous agreement to dispense with the hearing. A copy of the decision will be mailed to the grievant, members of the grievance committee, and Union Representative of Local 73.

### **Section 6.5 UNION GRIEVANCES**

The Union may file a grievance on its behalf with respect to the meaning or application of, or compliance or noncompliance with, any provision of this Agreement which names the Union and which expressly reserves to the Union, as such, certain rights such as in ARTICLE IV or imposes on it specific duties, obligations or responsibilities such as in ARTICLE V. Union grievances would also include matters affecting the membership as a whole as opposed to individual grievances. Any grievances initiated on behalf of the Union in accordance with this Section 6.5 shall be filed in Step Three of the grievance procedure and processed in accordance with the grievance procedure, but this must be done within ten (10) days from the occurrence of the incident, or the acquisition of direct knowledge by the Union of the condition which gave rise to the complaint and, if more than said ten (10) days elapse, the Union shall be barred thereafter from processing the complaint as a grievance.

### **Section 6.6 PROCEDURE ON DISCHARGE OR SUSPENSIONS**

In the event of a discharge or suspension, the employee involved may file a grievance in Step Three of the grievance procedure based upon a complaint that the discharge or suspension violated a provision of this Agreement; provided that the grievance is filed within ten (10) days from the date of notice of discharge or suspension and if more than ten (10) days elapse, the employee shall be barred thereafter from processing a grievance involving the discharge or suspension. The Laboratory agrees to furnish each discharged or suspended employee a written statement of the reason for the action taken and to furnish notice to the Union pursuant to Section 19.14 within one day after the discharge or suspension. A discharged or suspended employee, if available, will be given an opportunity to telephone a Union representative before leaving the Laboratory premises. If requested by the employee, a Union representative may be present before an employee is discharged or suspended.

**Section 6.7 TIME LIMITS**

All time limits in this ARTICLE VI are exclusive of Saturdays, Sundays and days recognized as holidays. Extensions of time may be made by mutual consent of the parties and such extensions will be confirmed in writing to the concerned steward with a copy to the aggrieved employee, Council President and Local Office.

**Section 6.8 PAY FOR GRIEVANCE TIME**

No employee shall lose pay for time he spends during his regularly scheduled working hours in the processing of his own grievance, nor shall the steward involved or the employee-members of the Union Grievance Committee referred to in Step Three above lose pay for time they spend during their regularly scheduled working hours in the investigation or processing of grievances, provided that, the Laboratory shall not be obligated to pay for any time beyond a reasonable amount, as determined by the Laboratory, spent by employees in processing grievances. If, during the course of investigating a grievance or processing a grievance, a Union representative needs to converse with an employee during the Union representative's and/or an employee's working time, the Union representative must notify his or her and/or the employee's supervisor to arrange a meeting with the employee, as appropriate.

**Section 6.9 HANDLING GRIEVANCES**

Union officers, stewards, and employee-members of the Grievance Committee may not solicit but may receive, investigate, discuss and process grievances involving employees in their designated group or area (as provided in this ARTICLE VI) on the premises of the Laboratory during their working hours except where any such activity unreasonably interferes with their work. If investigation of a grievance requires discussion with other personnel, this shall be done jointly by the steward and a representative of management. No Union officer, steward or employee-member of the Grievance Committee or other employee shall leave his work for the purpose of handling a grievance without first receiving permission from his foreman or supervisor and giving him reasonable notice.

**Section 6.10 PROBATIONARY EMPLOYEES**

Grievances may be presented in connection with probationary employees, as defined in Section 8.7, but such matters may not be carried to arbitration.

**Section 6.11 UNION REPRESENTATION**

It is recognized that supervision may have discussions with employees on matters related to an employee's employment and/or job performance. The employee may have the appropriate Union Steward present, at his request, if there is a reasonable basis for believing that the discussion will result in disciplinary action. The purpose of the Union Steward being present is to obtain information for his use in advising the employee in regard to appropriate future action. Disciplinary actions will be issued to the employee in writing with notice to the Union as provided in Section 19.14.



## **ARTICLE VII**

### **ARBITRATION**

#### **Section 7.1 ARBITRATION PROCEDURE**

Any controversy with respect to the meaning or application of any provision of this Agreement which has been processed through the grievance procedure and not satisfactorily adjusted in Step Three of the grievance procedure may be submitted for arbitration by the Union by notifying the Laboratory in writing no later than fifteen (15) calendar days after the final decision in Step Three of the grievance procedure is communicated to the Chairman of the Union Grievance Committee. The parties shall meet for the purpose of agreeing upon an Arbitrator. If after thirty (30) days following the final action taken in Step Three of the grievance procedure the parties have not agreed upon an Arbitrator, then the Union and the Laboratory shall request the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a list of Arbitrators from which they will select an Arbitrator. The proceeding shall be conducted in accordance with the Voluntary Arbitration Rules of the American Arbitration Association provided, however, that in the event of any conflict between said Rule and this ARTICLE, the provisions of this ARTICLE shall govern. The parties shall submit the grievance to be arbitrated in a written stipulation to the Arbitrator. Each party shall bear its respective expenses including one-half of the cost of the reporter, and the expenses and fees incident to the services of the Arbitrator shall be borne equally by the Union and the Laboratory. No employee shall lose pay for time he spends in arbitration hearings during his regularly scheduled working hours.

#### **Section 7.2 AUTHORITY OF THE ARBITRATOR**

The decision of the Arbitrator shall be rendered in writing and shall be final and binding upon the Laboratory, the Union, the employee or employees involved, and all other employees represented by the Union. The Arbitrator may consider and decide only the particular grievance or grievances presented to him in the written stipulation of the Laboratory and the Union, and his decision shall be based upon the facts which are relevant to the Arbitrator's function of interpreting and applying the provisions of this Agreement. The Arbitrator shall not have the right to amend, take away, modify, add to, change or disregard any of the provisions of this Agreement. If the Arbitrator finds that a discharge or suspension imposed by the Laboratory is in violation of this Agreement, or has been applied in a discriminatory manner, he may set aside or modify the particular penalty. In cases of grievances involving loss of time or money, the parties may agree to, or the Arbitrator may order, reinstatement and/or back pay, but in no event shall back pay be awarded for any period of time prior to ten (10) days before the date the grievance was submitted in writing in the Grievance Procedure.

## ARTICLE VIII

### SENIORITY

#### Section 8.1 SENIORITY DEFINED

The seniority of each employee is his position relative to other employees in his occupational group based upon:

- (a) any service in his occupational group on and after December 27, 1954; and
- (b) any service with the Laboratory (including continuous employment while working in Chicago and vicinity for the Manhattan Engineer District, the Metallurgical Laboratory, or Argonne National Laboratory) prior to December 27, 1954.

In the event that two (2) or more employees have the same seniority date, the employee with the greatest uninterrupted Laboratory service since last date of return to work or rehire shall be the more senior for all purposes where seniority is a consideration.

If two employees have equal uninterrupted service, then the employee with the lower badge number shall be the more senior for all purposes where seniority is a consideration.

#### Section 8.2 OCCUPATIONAL GROUPS

Because of the close relationship existing among certain job classifications, they have been brought together for seniority purposes into the following occupational groups:

1. Animal Care Specialist Group Leader; Animal Care Specialist
2. Equipment Operator, Heavy; Grounds Specialist
3. Laborer Group Leader; Janitor Group Leader; Laborer, Installations; Laborer; Janitor
4. Lead Communications Specialist; Communications Specialist
5. Lead Control Analyst; Control Analyst
6. Maintenance Mechanic I; Maintenance Mechanic II; Maintenance Trainee
7. Waste Management Mechanic; Waste Management Mechanic Trainee
8. Stationary Engineer; Auxiliary Equipment Operator; Utilities Laborer\*
9. Shipping Specialist; Group Leader, Receiving; Group Leader, Central Stores; Storekeeper\*\*; Stock Handler\*\*; Material Handling Specialist\*\*
10. Waste/Water Treatment Operator

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\* The job title "Utilities Laborer" became a separate job classification in the collective bargaining agreement effective June 4, 1985. For seniority purposes, however, it remained in Occupational Group No. 3. Effective with the contract dated June 6, 1987, the "Utilities Laborer" job classification was moved to Occupational Group No. 8 for seniority purposes. Seniority in that classification will include all time any employee was classified as a Utilities Laborer, beginning on June 4, 1985, or later. Thereafter, seniority in the Utilities Laborer job classification will be governed in accordance with applicable terms under Article VIII of the collective bargaining agreement.

\*\*Effective June 17, 2002 the Material Handling Specialist job classification shall become effective and the job classification of Stock Handler and Storekeeper shall be deleted.

### **Section 8.3 REDUCTION IN FORCE**

In the event of a reduction in force within any job classification, the employees with the greatest seniority shall be retained for available jobs within the job classification.

An employee subject to being laid off may choose, in lieu of the layoff, to exercise his seniority by being downgraded at that time to any lower paid job classification in his occupational group, or to be transferred to a job in any occupational group in which he has sufficient seniority. Employees will not be eligible to be downgraded to Trainee classifications. The Union will be furnished notice of layoffs as provided in Section 19.14 within one day after layoff.

### **Section 8.4 RECALL**

In the cases of a restoration in force within a job classification, employees on layoff, or those employees who (in accordance with Section 8.3) accepted a lower paid job classification in lieu of layoff or who were reinstated in such lower paid job classifications while on layoff, will be recalled in the order of their seniority. Employees subject to recall shall be notified by registered or certified letter, return receipt requested, mailed to the last address on record in the Laboratory's Human Resources Department.

In case of an emergency, the Laboratory may temporarily fill any vacancy for a period not to exceed fifteen (15) working days and after such period has expired, the vacancy will be filled in accordance with the provisions of this ARTICLE VIII.

### **Section 8.5 POSTING OF VACANCIES**

The Laboratory shall post notices of all vacancies (including new positions) which arise within the bargaining unit on employee bulletin boards. Such notices shall show the name of the department, location, the job title, primary duties of the job, working hours, the date the job is to be filled, and the date beyond which applications will not be accepted.

The Laboratory will post within ten (10) days after the vacancy has been filled, the name and payroll number of the employee who has filled the vacancy.

### **Section 8.6 LOSS OF SENIORITY**

An employee shall lose his seniority when (a) he has been laid off from work eighteen (18) continuous months; (b) he has been laid off and fails to report for work within fourteen (14) calendar days after receipt of written notice of recall (registered or certified letter, return receipt requested) or in the case of the return of a registered or certified letter, receipt requested, sent to the latest address appearing in the Laboratory's records, within fourteen (14) days from the date the letter was sent, unless the employee furnishes satisfactory proof of inability to report for work due to medical reasons. The Laboratory may fill the position with another employee but seniority of the medically incapacitated employee shall not terminate for failure to report for work except that such seniority shall terminate eighteen (18) continuous months after layoff as provided in paragraph (a); and (c) his employment is terminated (resignation, release, voluntary layoff,

retirement, or discharge). It will be the employee's responsibility to keep the Laboratory informed as to his current address. An employee reemployed after loss of seniority caused by any of the foregoing reasons shall be considered as a new employee.

An employee who receives written notice of recall must (1) advise the Laboratory of his intention to return within three (3) working days after receipt of the notice of recall; and (2) must also report for work within fourteen (14) calendar days after written notice has been received or he shall lose his seniority.

#### **Section 8.7 PROBATIONARY EMPLOYEES**

A new employee shall be considered a probationary employee until he has had one hundred twenty (120) calendar days of service, after which, if he is retained, his seniority shall date from one hundred twenty (120) days prior to the close of such probationary period.

#### **Section 8.8 SENIORITY LISTS**

The Laboratory agrees to compile and furnish to each steward and the Union office a list for each occupational group showing the seniority and job classification of each employee, each January and July as long as this Agreement is in effect.

#### **Section 8.9 SENIORITY OF RECLASSIFIED SUPERVISORS**

In the event any existing or future supervisor over employees in the bargaining unit is downgraded after the effective date of this Agreement to a position within the bargaining unit, his seniority shall include:

- (a) any service in his occupational group on and after December 27, 1954; and
- (b) any service with the Laboratory (including continuous employment while working in Chicago and vicinity for the Manhattan Engineer District, the Metallurgical Laboratory, or Argonne National Laboratory) prior to December 27, 1954.

#### **Section 8.10 SENIORITY ON TRANSFERS INTO THE BARGAINING UNIT**

Except as provided in Section 8.9, the seniority of an employee who is transferred to a position inside the bargaining unit from a position outside the bargaining unit shall include only periods of service spent in a position in his occupational group in the bargaining unit.

### **Section 8.11 SENIORITY ON TRANSFERS WITHIN THE BARGAINING UNIT**

In the event an employee is transferred from one occupational group to another:

- (a) he shall continue to hold his seniority in his former occupational group, but shall not continue to accumulate seniority in that occupational group during the period that he is out of such occupational group; and,
- (b) his seniority in the new occupational group shall be computed in accordance with Section 8.1.

### **Section 8.12 EXCLUSIONS FROM SENIORITY AFTER DATE OF AGREEMENT**

After the effective date of this Agreement, time while on leave of absence shall not be included as service in determining an employee's seniority. Effective June 3, 1981, seniority accrual shall continue during layoff status subject to the provisions of Section 8.6, LOSS OF SENIORITY.

### **Section 8.13 ELIGIBILITY FOR EMPLOYEE BENEFITS**

Seniority as defined in this ARTICLE VIII does not determine an employee's eligibility for employee benefits such as vacation, personal leave, disability leave, and retirement annuity.

### **Section 8.14 POLICY ON PROMOTIONS**

Promotions will be based upon the employee's qualifications and seniority as defined in Section 8.1 - SENIORITY DEFINED. Consistent with this policy and the provisions of Section 8.5 - POSTING OF VACANCIES, the Laboratory will continue to consider employees represented by the Union along with other applicants to fill job openings in classifications represented by the Union. Qualified applicants within the bargaining unit who apply for promotions within the bargaining unit will be interviewed for the open position. In the event that other factors are equal, the most senior employee will be promoted. If not selected for promotion, all applicants represented by the bargaining unit and the union, upon written request, will be informed of the reasons why he/she was not selected.

### **Section 8.15 TRIAL PERIODS ON PROMOTIONS AND TRANSFERS**

An employee promoted or transferred to another classification will have a trial period of one hundred twenty (120) calendar days in the new classification and shall have no seniority in the new classification until he has completed the trial period. If the employee successfully completes the trial period and is retained, his seniority in the new classification shall begin with the original date of the promotion or transfer. If, within this one hundred twenty (120) calendar day period, he is unable to perform the work in the new classification satisfactorily, as determined by the Laboratory, he shall be returned to his former classification without prejudice. Extension of the trial period may be arranged by mutual agreement in writing. The Union shall be notified in writing one week in advance of his return to his former classification.

**Section 8.16 VOLUNTARY LAYOFF**

The Laboratory will give consideration to requests received from senior employees to be laid off in lieu of a junior employee in the same classification who has received notice of layoff.

## ARTICLE IX

### HOURS, OVERTIME AND PREMIUM PAY

#### Section 9.1 INTENT OF PARTIES

This ARTICLE IX is intended only to provide a basis for computing premium pay, and no provisions of this Agreement (other than Sections 9.4, 9.5, 9.6 and 9.11) shall be construed as a guarantee of a minimum number of hours of work per day or per week, or pay in lieu thereof, nor a limitation on the maximum number of hours per day or per week which may be required to meet operating conditions. No provision in this Agreement shall restrict the Laboratory in adjusting working schedules to meet operating conditions except as otherwise expressly provided.

#### Section 9.2 DEFINITIONS

- (a) The payroll week of each employee shall consist of the seven (7) consecutive twenty-four (24) hour periods commencing at midnight Sunday night.
- (b) The workday of each employee shall commence with the time each calendar day at which the employee is scheduled to start work.
- (c) Basic hourly rate is defined as the hourly rate of an employee, excluding any premium pay.
- (d) Regular hourly rate is defined as basic hourly rate plus shift premium, if any.

#### Section 9.3 PREMIUM PAY FOR OVERTIME AND HOLIDAYS WORKED

Normally the Laboratory will require forty (40) hours of work within the payroll week and a shift of eight (8) hours of work within the workday. Premium pay will be paid as follows:

- (a) An employee will receive one and one-half (1 1/2) times his regular hourly rate for all hours worked in excess of forty (40) in any payroll week. Paid time off for holidays listed in Article X and scheduled annual leave shall be counted toward the total hours worked for the purpose of computing overtime.
- (b) An employee will receive one and one-half (1 1/2) times his regular hourly rate for all hours worked during the hours of his regular shift on a holiday, it being understood that the employee may also receive payment for the holiday pursuant to the terms and conditions of ARTICLE X, HOLIDAYS.
- (c) An employee shall receive a premium of seventy-five (75¢) per hour for each hour worked during a calendar day Sunday when such hour is part of his regular forty-hour workweek. Effective July 8, 2009, this paragraph 9.3 (c) shall become null and void and no employee shall receive Sunday premium pay after that date

Provided, that premium payments made in accordance with any of the foregoing subsections shall not be added to the employee's hourly rate for the purpose of establishing a new rate of pay to serve as a base rate on which to compute any additional premium payments, i.e., there shall be no pyramiding of premium pay; and provided, further, that computation of premium pay for hours worked in any given workday shall be made only under the one subsection of this Article IX that provides the employee with the greatest premium pay for such workday.

**Section 9.4 GUARANTEE OF PAY ON CALL-IN**

A call-in is defined as an assignment of extra work, not continuous with the employee's regular scheduled shift, for which he was notified to report after he left the Laboratory premises and less than twenty-four (24) hours before he was to report for the assignment. When an employee reports for a call-in, he shall either be paid under any applicable subsection of Section 9.3 above or four (4) hours of pay at one and one-half (1 1/2) times his regular hourly rate, whichever is greater.

**Section 9.5 MINIMUM PAY FOR REPORTING TO WORK**

Whenever an employee reports to work at the Laboratory in accordance with the instruction of supervision, he shall be paid for all time worked according to the other provisions of this Agreement but, in any event, he shall receive not less than four (4) hours' pay at his regular hourly rate. This guarantee of four (4) hours of pay will not apply if the employee chooses to leave voluntarily.

**Section 9.6 EARLY REPORT**

An employee who is assigned to perform work within four (4) hours before the start of his regular schedule will be allowed to complete his regular schedule.

**Section 9.7 SHIFT PREMIUM**

A premium of one dollar and seventy cents (\$1.70) per hour will be paid to an employee who works a shift in which one-half or more of the regularly scheduled hours of work fall between 6:00 p.m. and 6:00 a.m., except that employees who work the major part of their shift between 12:00 p.m. (midnight) and 8:00 a.m. will be paid a shift premium of two dollars (\$2.00) per hour.

**Section 9.8 AUTHORIZATION FOR PREMIUM TIME**

No premium time shall be worked unless first authorized by the employee's supervisor or foreman.



## Section 9.9 DISTRIBUTION OF OVERTIME

The Laboratory will endeavor to distribute overtime equally among employees in their respective classifications and overtime groups. No employee shall be required to take equivalent time off to compensate for overtime except as may be required by applicable laws. Overtime usage will be posted in a conspicuous place by each overtime group and the overtime records of the Laboratory will be available to the Union for inspection. Whenever practicable, supervisors will notify employees of overtime forty-eight (48) hours in advance.

### Zeroing Out Overtime

Effective January 1, 1992, all employees will be recorded with zero hours of overtime. New overtime lists will be formed for each overtime group with the most senior employee at the top of the list followed by other employees by seniority in descending order. The first round after zeroing will be made starting with the person on the list with the most seniority within their classification; more than one classification may be listed on the same sheet. Once overtime has been offered to the whole list, assignments will thereafter be offered to the employee with the lowest accumulation, subject to operational needs.

### Symbols For Managing Overtime

(R)=Refusal

(A)=Absence

(U)=Unable to Contact

### Practices For Managing Overtime

1. **Refusals** are to be charged with the number of hours worked except that refusals for work for which notification of the overtime is received less than 24 hours in advance will not be charged. An employee who is scheduled overtime and then cancels with less than 24 hours notice will be charged three times the number of hours scheduled. An employee who is scheduled for weekend overtime and who fails to report as scheduled, without providing notice by the start of his regularly scheduled shift on the preceding Friday, will be charged three times the number of hours scheduled and will be given a verbal warning. If the employee fails to report for overtime again within one year of said verbal warning without giving the notice required by this paragraph, he shall be barred from working weekend overtime for one year from the date of the second occurrence. Exceptions may be made to meet operational needs of the Laboratory or when the employee experiences an unavoidable emergency. In the latter case, the employee may be required to provide acceptable documentation of the emergency within two weeks of the cancellation. Upon completion of the one-year ban on weekend overtime, the employee will be credited with one hour more overtime than the employee with the highest overtime.

2. **Absences** - Paid absences of less than one week (7 calendar days) will not be charged. Any employee on paid absence in excess of 7 calendar days will be charged with any overtime (worked hours) which he would have been requested to work. All unpaid absences, (i.e., excused without pay, or absences resulting from suspension) will be charged the number of hours worked.
3. **Unable to Contact** - Employees who cannot be reached will not be charged.
4. **Overtime Worked** - An employee performing overtime work will be charged the number of hours worked.
5. **Holdovers** - Whenever overtime is required with less than four hours notice, employees shall be held over to perform such work.
6. **Call-in** - The employee performing the work will be charged the number of hours worked or four (4) hours, whichever is greater.
7. **New Employees** - An employee new to the classification will start with an overtime balance equal to one hour greater than the employee with highest overtime.
8. **Reassignments** - An employee reassigned to another group will be given the average overtime accrual of all employees in the reassigned group.
9. **Refusal by All Employees** - When overtime is refused by all employees within a given group, the employee with the lowest seniority will be required to work, subject to operational needs.
10. **Zeroing Out** - On January 1st of each succeeding year, the overtime list will be adjusted by returning all employees to zero.
11. **Restricted Duty** - Employees on restricted duty will not be permitted to work overtime unless they can be accommodated to work at a specific assignment. Employees on restricted duty who cannot work will be charged as though they had worked if they would otherwise be offered overtime on that day.
12. **Probationary Employees** - Employees on probation will not be permitted to work overtime, except, those employees who are required by the Laboratory to be licensed for their position and who have such license. Employees who receive training or other non-work activities on overtime will be charged for such time.

Overtime will be posted at least biweekly and an updated copy is to be sent to the off-shift supervisor at the end of the period.

### **Section 9.10 POSTING OF SCHEDULES**

Each employee's work schedule, except where they fall between 8:00 a.m. and 5:00 p.m., Monday through Friday, shall be posted in his department by the Laboratory, and changes in schedules shall be made and the employee notified at least one calendar week in advance, except in case of emergency. An "emergency" is defined as a situation which cannot be anticipated nor action delayed without endangering life, health, or property.

Notwithstanding the foregoing, changes in schedule that are caused by the absence of a bargaining unit employee shall be posted and made and the employee notified at least three (3) calendar days in advance of the change, except in case of emergency. If an impacted employee is scheduled to have multiple days off during that three (3) day period, on the first day of the notification period the employee's foreman shall call and personally notify the impacted employee of the schedule change.

The Laboratory agrees to discuss any change in departmental work schedules that affects more than five employees with the Council President at his request before implementing any such change.

### **Section 9.11 CONFERENCE AND MEDICAL EXAMINATION TIME**

Any employee who is expressly required by a supervisor or any other representative of management to report to the Laboratory outside of his regularly scheduled working hours will be paid for all time in conference or examination at his regular hourly rate plus overtime, if applicable, but, in any event, the employee shall be guaranteed two (2) hours' pay at his regular hourly rate. This section shall not apply to any time spent in investigating, handling, or processing a grievance, inasmuch as such time is expressly covered in Section 6.8, nor to any time spent in Labor-Management Conferences under ARTICLE XVII, nor to call-in, reporting, or early report guarantees covered in Sections 9.4, 9.5, and 9.6, nor shall this Section be applicable where the employee is already receiving pay for the absence (including disability pay) on the workday on which the conference or medical examination occurs.

### **Section 9.12 REST PERIODS**

Each employee will be granted two (2) fifteen (15) minute rest periods per shift, to be taken at reasonable times determined by the supervisor.

### **Section 9.13 OVERTIME LUNCH PERIODS**

Any employee who is required to work more than ten (10) consecutive hours (excluding the regular lunch period) shall be permitted to take thirty (30) minutes off for a lunch period without loss of pay. Any employee who is called in by the Laboratory for emergency work outside of his regularly scheduled hours of work for a period of more than four (4) consecutive hours shall be permitted to take thirty (30) minutes off for a lunch period without loss of pay.

**Section 9.14 LABORATORY SUSPENSION OF OPERATIONS**

In the event that Laboratory management announces the suspension of Laboratory operations due to severe weather conditions (and nonessential employees are directed not to travel to the Laboratory site) and employees are paid for such absence without deduction from their annual leave or other paid absence provisions, employees required to remain at work will receive paid absence at a later date equal to the amount of time worked during the closing. Such time off will be granted at a time when management permits, subject to its operational needs. Employees will be permitted to use this amount of paid absence no later than one hundred eighty (180) days after the suspension of operations occurs and it must be used prior to termination or transfer to a different position outside the bargaining unit. This clause will only be applicable to employees whose regular shift begins between the hours of 6:00 AM and 11:00 AM on the first day of the closing.

## **ARTICLE X**

### **HOLIDAYS**

#### **Section 10.1 RECOGNIZED HOLIDAYS**

The following holidays shall be recognized:

New Year's Day	Friday following Thanksgiving Day
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day
Labor Day	Day before New Year's Day
Thanksgiving Day	Floating Holiday

If any of the above holidays fall on a Saturday or Sunday, either the Friday preceding or the Monday following shall be recognized as the holiday, as announced by the Laboratory. Each employee shall select one floating holiday per calendar year which may be taken at any time during the calendar year subject to supervisory approval based on operational needs. Such use of the floating holiday will normally require a three (3) day notice in advance. The floating holiday may be used to observe Martin Luther King, Jr.'s birthday, subject to operational needs.

In the event that the Laboratory specifies an additional holiday for the Laboratory as a whole, that holiday will be observed in addition to the holidays listed above.

#### **Section 10.2 HOLIDAY PAY**

Employees will be paid for any day recognized as a full holiday an amount not exceeding eight (8) times the individual employee's basic hourly rate, subject to the following conditions:

- (a) Any employee must have worked his last scheduled workday prior to and his next scheduled workday subsequent to a day recognized as a holiday in order to receive such pay, provided that this subsection shall not apply if the employee, previous to the day in question, has been granted an excused absence with or without pay on such prior and subsequent days.
- (b) An employee who is directed to work on a day recognized as a holiday, but fails to report and does not have an excuse acceptable to the Laboratory shall not receive such holiday pay.
- (c) An employee who is on leave of absence, or any excused absence without pay for four (4) working days or more adjacent to the holiday, or who has been laid off shall not receive such holiday pay.
- (d) The twenty-four (24) hour period commencing with the employee's scheduled starting time on the calendar day recognized as the holiday shall be deemed to be the holiday for the purpose of computing pay.

## ARTICLE XI

### ANNUAL LEAVE

#### Section 11.1 ANNUAL LEAVE BENEFITS

Each employee shall earn annual leave benefits which shall be based upon the period of his continuous service from his most recent day of employment as shown in the schedule listed below. Annual leave is available for time off from work with pay for vacation, excused absences (including personal matters such as serious illness or death in the family, attendance at court, etc.) and disability leave not compensated for under provisions of ARTICLE XII, subject to the regulations in Section 11.2.

<u>Period of Continuous Employment</u>	<u>Monthly Accrual</u>
From date of employment until the fifth (5th) anniversary of employment	10 hours
From the fifth (5th) anniversary of employment	13 1/3 hours
From the seventh (7th) anniversary of employment	14 hours
From the ninth (9th) anniversary of employment	14 2/3 hours
From the eleventh (11th) anniversary of employment	15 1/3 hours
From the thirteenth (13th) anniversary of employment	16 hours
From the fifteenth (15th) anniversary of employment	16 2/3 hours
From the seventeenth (17th) anniversary of employment	17 1/3 hours
From the nineteenth (19th) anniversary of employment	18 hours
From the twenty-first (21st) anniversary of employment	18 2/3 hours
From the twenty-third (23rd) anniversary of employment	19 1/3 hours
From the twenty-fifth (25th) anniversary of employment	20 hours

## Section 11.2 REGULATIONS

- (a) An employee must be in pay status for at least eleven (11) working days in each month to earn annual leave credit for that month.
- (b) Annual leave shall be credited to the employee's account in the month following the month in which it was earned. Effective June 4, 2012, annual leave credited to an employee's annual leave account may not exceed two-hundred forty (240) hours.
- (c) Time off with pay shall be deducted from an employee's annual leave, except authorized absences for military training, jury duty, or occupational or nonoccupational disability compensated for under other sections of this Agreement provided that no more than forty (40) hours of annual leave may be used for the first eight (8) hours of absence for nonoccupational disability leave per calendar year. Each hour of annual leave shall be paid only on the basis of days which normally would have been worked, up to a maximum of eight (8) hours per day. No advance annual leave pay may be obtained for leaves of less than ten (10) consecutive working days.
- (d) Upon termination of employment, an employee shall be paid the annual leave benefit earned but not used up to the date of termination.
- (e) Upon recall from layoff or reinstatement from leave of absence, if the employee has retained seniority under ARTICLE VIII, his date of employment for the purpose of determining the amount of his monthly accrual of annual leave benefit under Section 11.1, shall be the same as it was immediately prior to his layoff or leave of absence, and he shall commence earning annual leave with the date of reinstatement. An employee who is rehired shall earn annual leave in the same manner as a newly hired employee.
- (f) All annual leave is subject to prior supervisory approval based on operational needs of the Laboratory. Annual leave not scheduled under paragraph (g) of this section must be requested more than three (3) full calendar days before the commencement of the absence except under extraordinary circumstances. In order to be able to use annual leave in an extraordinary circumstance, the employee shall telephone his supervisor or an authorized representative as provided in the agreed upon "Call-In Procedure" which is referred to in Section 19.21. Annual leave under extraordinary circumstances will be limited to six (6) occurrences totaling no more than forty (40) hours per calendar year, not including annual leave taken under paragraph (i). Annual leave under extraordinary circumstances that is granted by an employee's supervisor pursuant to this Section shall not be considered excessive absenteeism. No more than forty (40) hours of annual leave may be used per calendar year for the first eight (8) hours of absence for non-occupational disability leave. Annual leave will be paid with the regularly scheduled payroll and will not be available in advance. An employee on annual leave may, upon prompt notice to the Laboratory, reschedule the remainder of his annual leave if he has a disabling injury or illness,

requiring hospitalization or a procedure performed on an outpatient basis in lieu of confinement. Outpatient procedures include but are not limited to surgery, setting fractures, and applying casts. An employee so confined in a hospital or undergoing such an outpatient procedure will be paid in accordance with ARTICLE XII, DISABILITY LEAVE WITH PAY, if he meets all of the conditions and requirements of said ARTICLE XII. Days adjacent to days recognized as holidays shall be taken as annual leave only when supervisory approval is obtained a week in advance of such day or days.

- (g) Annual leave of one week or more shall be scheduled within a supervisory group based upon an employee's seniority. Each employee will have a maximum of five working days to make his or her individual selection. All vacation scheduling will begin on or before January 1st and be completed before March 1st. Except as provided in paragraphs (f) and (i), annual leave cannot be taken in segments of less than one (1) week. Employees who elect to take their annual leave in segments of one week or more may exercise their seniority on all segments provided that the second segment may be chosen only after every employee has made his first selection and, likewise, for additional segments.
- (h) An employee shall begin earning annual leave upon hire.
- (i) In the event that a death occurs in the immediate family of an employee, he may be allowed to use up to five (5) days from his annual leave account for absence from work occasioned by such an event.
- (j) Effective August 28, 1995, each hour of annual leave will be paid at the employee's regular hourly rate.



## **ARTICLE XII**

### **DISABILITY LEAVE WITH PAY**

#### **Section 12.1 OCCUPATIONAL DISABILITY LEAVE**

An employee who is unable to perform his work at the Laboratory due to an accidental injury or occupational illness arising out of and in the course of his employment at the Laboratory will be granted occupational disability leave as hereinafter provided, unless such injury is purposely self-inflicted, or is due to his willful misconduct, willful violation of plant rules or willful failure to use safety appliances. An employee absent from his work because of such occupational disability may be entitled to benefits under the Illinois Workers' Compensation Act or the Illinois Occupational Diseases Act. The Laboratory will supplement any payments under these laws so that the total received will equal what the employee would have received at his basic hourly rate for scheduled work time, not to exceed eight (8) hours per day or forty (40) hours per week, for an aggregate number of hours not in excess of one thousand and forty (1040) hours. In order to receive payment under this Section 12.1, an employee must satisfy the conditions of eligibility in Section 12.4. The combined payment under this Section 12.1 and any benefits to which the employee may be entitled under the Illinois Workers' Compensation Act or the Illinois Occupational Diseases Act shall not exceed what the employee would have received if he had actually worked his scheduled hours.

#### **Section 12.2 NONOCCUPATIONAL DISABILITY LEAVE**

An employee who is unable to perform his work at the Laboratory due to illness or injury arising otherwise than out of and in the course of his employment at the Laboratory will be granted nonoccupational disability leave as hereinafter provided, unless such illness or injury is purposely self-inflicted or due to use of drugs or intoxicants or willful violation of law. However, an employee may be eligible for nonoccupational disability leave for first-time participation in and compliance with a drug or alcohol rehabilitation program if approved by the Laboratory's Medical Director, and if the employee is otherwise eligible for such leave under the terms of this Article XII. An employee satisfying the conditions of eligibility in Section 12.4 shall, beginning with the ninth hour of each continuous absence from scheduled hours of work, receive pay at his basic hourly rate for scheduled worktime not to exceed eight (8) hours per day or forty (40) hours per week, for an aggregate number of hours not in excess of the number which the employee has accrued as computed under Section 12.3 provided, however, that an employee will be paid beginning with the first hour of such absence if: (1) he is confined in a hospital on his first calendar day of absence, which confinement lasts eighteen (18) hours or more, or is absent for day surgery which has been traditionally performed during a confinement; (2) he has the maximum of one thousand and forty (1040) hours at the time a nonoccupational disability occurs; or (3) subsequent to an approved nonoccupational disability leave, his absence is necessitated by a therapeutic regimen which results in total disability as approved by the Medical Department. Such cases should be limited to the period immediately after the original disability and shall not be for routine office visits, simple suture removal, physical examinations, etc. The Medical Department's decision in this matter shall be final.

If an employee has been warned pursuant to Section 12.4(c) that he has excessive absences, or a pattern of abuse, he will be paid beginning with the twenty-fifth hour of such absence, and all future absences, until he is notified that his absences are not excessive.

If an employee is partially and temporarily disabled due to a nonoccupational illness or injury, the Laboratory will make every effort to locate useful employment (including other than his normal duties) for a reasonable period of time. Until such time as the Medical Department considers the partial disability is permanent in nature, the employee will retain the classification that he/she held prior to becoming disabled. The decision of the Laboratory under this section including, but not limited to, the employee's ability to perform useful employment, shall not be subject to the grievance procedure.

In the instance where an employee who qualified for nonoccupational disability leave can return to either regular or restricted duty but needs to receive continuing outpatient therapy that is available only during work time, the Medical Director may extend certification for the intermittent periods of continuing disability. This must be arranged prior to the absence with documentation from the physician of the needed treatment and certification of the event. It is not the intent of this Section to modify the existing provisions for coverage of periodic care for chronic or acute conditions.

### **Section 12.3 ACCRUAL OF NONOCCUPATIONAL DISABILITY LEAVE**

An employee with less than one year's continuous service shall accrue a total of one hundred and forty-four (144) hours nonoccupational disability leave which shall be credited upon hire. Effective January 1, 2008, substitute "calendar year" for every occurrence of "anniversary year" in the following sentence: Thereafter, employees will accrue nonoccupational disability leave at the rate of one hundred and forty-four (144) hours per anniversary year provided that: (1) no accrual of nonoccupational disability leave shall accumulate to a total in excess of one thousand and forty (1040) hours; (2) no yearly accrual shall become effective while an employee is not actually working, but shall only become effective on the first day he returns to work; and (3) the anniversary year accrual of any employee who is absent for a continuous period of thirty (30) days or more during the prior year shall be determined by multiplying the number of months of actual work by 1 1/2 days (a fraction of a month shall be considered a full month). If an employee accrues the maximum of one thousand and forty (1040) hours, he may continue to accrue up to an additional five hundred twenty (520) hours for use in case of a long-term disability absence of more than thirty (30) consecutive working days. If an employee is eligible to receive benefits under the Long-term Disability Plan, he shall not receive benefits under this ARTICLE XII for the same period of absence.

### **Section 12.4 CONDITIONS OF ELIGIBILITY**

In order to receive payment under this ARTICLE XII, the following conditions of eligibility must be satisfied:

- (a) The employee shall telephone his supervisor or an authorized representative on the first day of absence due to illness or injury. If the employee wishes to be excused

from calling on succeeding days, he must discuss this matter with supervision, otherwise, daily calls are required as provided in the agreed upon "Call-in Procedure" which is referred to in Section 19.22. Supervision's decision as to whether or not such telephone call is required on succeeding days will be based upon the nature of the illness requiring the employee to be absent from work.

- (b) All cases of absence due to occupational illness or injury must be certified by the Medical Department of the Laboratory. Such absences require prior authorization from the Medical Department except in the most unusual circumstances. In the event that an employee, at his own discretion, remains away from work because of the effects of such illness or injury, he must accept the responsibility of notifying the Medical Department as soon as practicable. If an employee is partially disabled, the Laboratory will make every effort to locate useful employment until such time as partial disability ends. Until such time as the Medical Department considers the partial disability is permanent in nature, the employee will retain his classification status that he held prior to becoming disabled. The decision of the Laboratory will be subject to the grievance procedure but not arbitrable.
- (c) A supervisor may request the employee to furnish a certificate completed by a licensed doctor of medicine, chiropractor, or podiatrist, upon return from absence due to nonoccupational disability in excess of three (3) consecutive working days, except in cases where an employee has been warned that his absences are considered to be excessive, or indicate a pattern of abuse, the Department Head may require such a certificate covering an absence in excess of one (1) hour. In the event an employee is sent home from work by the Medical Department, the absence authorized by the Medical Department is for that day only. If an employee remains away from work for a period extending beyond one (1) week, the employee must send in such a certificate completed by a licensed doctor of medicine, chiropractor, or podiatrist, to the Medical Department weekly in order for nonoccupational disability payments to be continued.
- (d) Absences will be paid for only on a basis of days which normally would have been worked, up to a maximum of eight (8) hours per day and forty (40) hours per week, had the employee performed his regular schedule of work; and there will be no payments under this ARTICLE XII for any days of disability which fall within an employee's layoff, annual leave, leave of absence, holidays, or any other absence(s) excused for reasons other than disability, nor will such absence(s) excused for reasons other than disability be extended or rescheduled because of any disability commencing during any such period.

## **Section 12.5 PAYMENT ON RELEASE FOR HEALTH REASONS**

In the event that an employee is released by the Laboratory pursuant to a determination of the Medical Department under Section 14.5, he shall be paid eight (8) hours' pay at his basic hourly rate for each day accumulated in his unused nonoccupational disability leave account as of the date of release. Such payments shall be made weekly.

## **Section 12.6 SPECIAL EXTENSION OF DISABILITY LEAVE FOR HARDSHIP CASES**

An employee who has used up all disability leave (occupational or nonoccupational, as the case may be) during a single period of prolonged and serious illness, or incapacity due to injury, may be allowed to receive additional leave with pay at one-half his basic hourly rate under the conditions of this section. Employees may supplement the one-half his basic hourly rate by using accumulated vacation time. The combination of sick pay and vacation cannot exceed the employee's normal scheduled hours per day. In order to be eligible for such additional leave the employee must have completed three continuous years of service with the Laboratory immediately prior to the beginning of his absence and his period of disability must be in excess of thirty consecutive working days. The number of hours of additional disability leave that the employee may receive in any such situation will be equal to the number of hours which were accrued in his nonoccupational disability leave account as of the day previous to the beginning of his period of absence. Such leave will be available as an extension of either occupational disability leave under Section 12.1 or nonoccupational disability leave under Section 12.2 provided, however, that payment under this Section 12.6 for an extension of occupational disability leave shall not be reduced by any benefits to which the employee may be entitled under the Illinois Workers' Compensation Act or the Illinois Occupational Diseases Act. The necessity for the absence must be certified, on a form furnished by the Laboratory, by a licensed doctor of medicine, chiropractor, or podiatrist. If an employee is eligible to receive benefits under the Long-term Disability Plan, he shall not receive benefits under this ARTICLE XII for the same period of absence. The combined payment under this Section 12.6 and any benefits to which the employee may be entitled under the Illinois Workers' Compensation Act or the Illinois Occupational Diseases Act shall not exceed what the employee would have received if he had actually worked his scheduled hours.

## **ARTICLE XIII**

### **LEAVES OF ABSENCE AND EXCUSED ABSENCES**

#### **Section 13.1 ABSENCE ON UNION BUSINESS**

Duly authorized Union members will be granted excused absence without pay not exceeding ten (10) consecutive working days per twelve (12) month period of this Agreement to attend conventions or handle other pertinent business of the Union, provided that such absence will not interfere with the duties and responsibilities of the employee. Application for such leaves shall be made at least one (1) week prior to the commencement of the period of such absence. No more than four (4) employees shall be absent at the same time for such purpose except upon special request by the Union and permission of the Laboratory.

#### **Section 13.2 TRANSPORTATION DIFFICULTIES**

Employees who are prevented from reporting to work on time because of unavoidable transportation difficulties (such as an employee's vehicle accident or breakdown or severe weather (including ice-covered or flooded roads or multiple inches of snow) but not on account of traffic) may be granted excused absence with pay; however, payment will not be made for time absent for this reason in excess of three (3) hours, nor will payment be made for such absence time if the employee does not report for work on the same day.

#### **Section 13.3 MILITARY SERVICE**

The Union and the Laboratory agree to observe and comply with all applicable Federal and State laws, executive orders, and rules and regulations concerning reemployment of employees who enter the Armed Forces of the United States Government. The parties shall have the right to rely upon and to act in accordance with any such laws, orders or rules and regulations; and any action in reliance upon or in accordance with said laws, orders or rules and regulations shall not be deemed to constitute a violation of this Agreement. An employee shall be granted excused absence with pay for working time necessarily lost in taking preinduction physical examinations for the Armed Forces upon presentation of notice from the appropriate Government Agency. An employee may participate in reserve training programs of the Armed Forces. In the event such time is not taken during the employee's vacation, he may be granted an excused absence not exceeding twenty (20) calendar days in any one calendar year and shall be paid only the difference between his Laboratory pay and pay for such military service, if such pay is less than his Laboratory pay; provided, that advance notice is given, and a copy of the written order is furnished. In computing the difference in pay, Laboratory pay will be the employee's basic hourly rate for scheduled hours of work up to a maximum of eight (8) in a workday and forty (40) in a payroll week. Training pay is computed to include base pay and longevity pay, but to exclude pay for special activities (e.g., flight pay, etc.) and special allowances (e.g., subsistence, quarters, etc.).

#### **Section 13.4 LEAVE OF ABSENCE**

Leave of absence is defined as any excused absence of thirty (30) consecutive calendar days or more in duration. Employees absent due to disability shall not be covered by this section. Employees with three or more years of service will be granted, if operations permit, up to six months' leave of absence without pay for: (1) formal education pursuits which will better equip them for advancement within the Laboratory; or (2) serious illness of a member of their immediate family which requires them to move to another climate; and (3) other compelling reasons acceptable to the Laboratory. A maximum of five (5) employees may be absent for these reasons at one time. Preference in granting such leaves of absence will be given to employees with the greatest length of service. In the event that this section conflicts with the Family and Medical Leave Act of 1993, or similar legislation, the Laboratory will comply with the law.

#### **Section 13.5 STATUS OF BENEFITS**

Employees on leave of absence or who are laid off may maintain their Group Medical Benefits Insurance and their Group Life Insurance to the extent permitted by law or by the insurance plan by paying the required premiums in advance. Employees on leave of absence retain their status under the Laboratory's Retirement Plan, except that neither the employee nor the Laboratory makes any contribution to the Plan during such time.

#### **Section 13.6 ABSENCE FOR JURY DUTY**

Any employee called to serve as a juror may be granted excused absence with pay for the period necessary, provided that when the employee receives his check for jury duty payment, he endorses it to Argonne National Laboratory and submits it to the paymaster.

#### **Section 13.7 BEREAVEMENT LEAVE**

Effective August 28, 1995, Laboratory policy regarding bereavement leave for non-exempt employees shall be applicable to this bargaining unit.

## **ARTICLE XIV**

### **HEALTH, SAFETY AND ENVIRONMENT**

#### **Section 14.1 FRONT LINE WORKER SAFETY GROUP**

The Union and the Laboratory recognize that the management must bear the responsibility for minimizing industrial accidents and, in fulfilling this responsibility, must establish safety regulations. No set of safety regulations, however, can comprehensively cover all possible applications of sound safety practices. Therefore, the Union and the Laboratory undertake to promote the fullest realization by the individual employee of his responsibility to prevent accidents to himself or to his fellow employees. In furtherance of these objectives, the Union and the Laboratory mutually agree that there exists a Front Line Worker Safety Group that is a forum for front line workers, including designated members from bargaining unit members at the Laboratory, to discuss safety issues and developments with representatives from Laboratory management and other front line workers. The Union may designate a member to participate in this Front Line Worker Safety Group. Nothing in this section shall prohibit bargaining unit members from raising safety issues directly with line management.

#### **Section 14.2 CONFORMANCE TO HEALTH, SAFETY AND ENVIRONMENTAL RULES**

All employees shall conform to all health, safety and environmental rules of the Laboratory presently in effect or which may be put into effect from time to time by the Laboratory.

#### **Section 14.3 DETERMINATION OF HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS**

The determination of the Laboratory as to any health, safety or environmental requirement shall be final and not subject to the grievance procedure or arbitration, except where the Union contends that the safety requirement violates applicable municipal, state or federal laws.

#### **Section 14.4 PROTECTIVE CLOTHING AND EQUIPMENT**

The Laboratory shall continue to make provisions at the Laboratory for the health and safety of the employees and to provide protective devices, clothing and other equipment necessary for proper protection at the Laboratory, as is determined upon by the Laboratory.

## **Section 14.5 PHYSICAL EXAMINATIONS**

The Laboratory reserves the right as a condition of employment, or continued employment, to require such examination as the Health Department of the Laboratory may deem necessary; and the decision of the Medical Department shall be final and not subject to the grievance procedure or arbitration in determining the physical or emotional fitness of any person for employment or continued employment, however, the issue as to whether the action of Laboratory management in releasing an employee for physical or emotional reasons is arbitrary and capricious shall be subject to the Grievance Procedure and may be taken to arbitration. The Laboratory agrees that its Medical Department will, upon request of the employee concerned, consult with the employee's designated personal physician in making such determination.



**ARTICLE XV**

**RETIREMENT AGE**

**Section 15.1 RETIREMENT AGE**

Upon one (1) months' notice from an employee, he may be retired at the end of any month after reaching his fifty-fifth birthday. Pension and welfare benefits upon retirement shall be in accordance with Laboratory policy and relevant Plan Documents. Fringe benefits for employees who continue to work after age sixty-five (65) will be in accordance with Laboratory policy.

## **ARTICLE XVI**

### **WAGES**

#### **Section 16.1 WAGE RATES**

Employees covered by this Agreement shall be paid basic hourly rates in accordance with the attached APPENDIX A, SCHEDULE OF WAGES, which is hereby made a part of this Agreement. Adjustments in any employee's basic hourly rate under the attached APPENDIX A shall be effective as of the first day of the payroll period in which such adjustment is required. Employees shall be paid on the payday established by the Laboratory.

#### **Section 16.2 NEW CLASSIFICATIONS**

In the event that the Laboratory establishes a new job classification within the bargaining unit in addition to those listed in the attached APPENDIX A, "SCHEDULE OF WAGES," the Laboratory will negotiate the basic hourly rate and the hours of work and conditions of employment for such new classification with the Union before any employee is assigned to such new classification. This discussion will include job duties associated with the new job classification.

#### **Section 16.3 TEMPORARY ASSIGNMENT AND BLUESLIPPING**

In the event that any employee is given a work assignment which would normally be performed by an employee in a classification with a higher starting rate of pay and which continues for a period of one (1) hour or more, he/she shall receive (for each hour during which he/she performs such work) either the starting rate of pay of the classification which would normally perform such work or his/her own hourly rate plus ten cents (10), whichever is higher. This practice is referred to as blueslipping. For an employee currently earning the maximum rate of his/her classification, the Department Head may authorize payment at the maximum rate of the classification to which the temporary assignment has been made. The foregoing shall not apply in the case of employees classified as Laborer, Installations. Employees may be temporarily assigned duties normally performed by any classification on the same level or a lower pay level than their classification, but no more than sixteen (16) hours in any regular forty (40) hour work week, and shall continue to receive their regular hourly rate during such assignment. Overtime hours worked during such temporary assignment shall not be counted toward the sixteen (16) hour maximum.

#### **Section 16.4 WAGE RATE ON PROMOTION, DEMOTION, OR TRANSFER**

Any employee with twelve (12) months of service who is reclassified to a higher classification will, upon completion of ninety (90) days of satisfactory service in the higher classification, be paid at the maximum rate for the higher classification; any employee with less than twelve (12) months of service shall proceed through the normal progression. An employee reclassified to a lower rated classification shall be placed in the progression at the wage rate which is closest but higher in amount to the rate being received at the time of reclassification or the maximum, whichever is less, and shall continue in the progression from that date at the appropriate intervals. The foregoing shall not apply to apprentice and trainee classifications. Any terminated employee

rehired within two years after his termination shall be paid at the equivalent rate in his progression at which he was being paid at the time of his termination. Any employee who transfers out of the bargaining unit to another position in the Laboratory, and transfers back to his previous position in the bargaining unit, shall be paid at the equivalent rate in his progression at which he was being paid at the time of his transfer out of the bargaining unit. Temporary employees who are transferred to regular employment shall have their length of service for APPENDIX A based on their original hiring date. If there is an opening in the Maintenance Mechanic I or the Waste Management Mechanic classification and the selected applicant has completed the Maintenance Mechanic or Waste Management Mechanic Trainee program, he shall be paid at the maximum rate in APPENDIX A for the Maintenance Mechanic I or Waste Management Mechanic classification upon his entry into that classification.

## **ARTICLE XVII**

### **LABOR-MANAGEMENT CONFERENCES**

#### **Section 17.1 PURPOSE**

The Union and the Laboratory mutually agree that in the interests of efficient management and harmonious employee relations, it is desirable that monthly meetings be held between representatives of the employees and management, such meetings to be referred to as "Labor-Management Conferences." Problems of mutual concern, including conditions tending to cause misunderstandings, shall be considered and recommendations may be made to either the Laboratory or the Union, or to both, by the persons present at any conference. However, such meetings shall be exclusive of the grievance procedure provided for by ARTICLE VI, and grievances shall not be considered at such meetings; nor shall negotiations for the purpose of altering the terms of this Agreement be carried on at such meetings.

#### **Section 17.2 REPRESENTATIVES**

The Laboratory's representatives shall consist of the Employee Relations Manager, or his authorized representative, who shall act as Chairman of the Conferences, and such other members of management as he may from time to time invite, not to exceed six in number. The Employee Relations Manager will attempt to provide management representatives from the departments of the Laboratory which are concerned with the agenda of the particular conference. The representatives of the Union, not to exceed six in number, shall consist of such Union representatives, and stewards and other employees as are most directly concerned with the agenda for the particular conference.

#### **Section 17.3 MEETINGS**

The time, place and agenda of the meetings shall be agreed upon by the Employee Relations Manager and the Secretary of the Union. No employee shall lose pay for time spent during his regularly scheduled working hours in these meetings. The Employee Relations Manager shall keep minutes of each conference and will distribute copies of the minutes within a reasonable time to all persons who were present.

## **ARTICLE XVIII**

### **WASTE MANAGEMENT MECHANIC TRAINEE PROGRAM**

#### **Section 18.1 PURPOSE**

The Waste Management Mechanic Trainee Program consists of a program of instruction and training for the Waste Management Mechanic job classification. The purpose of the Waste Management Mechanic Trainee Program is to develop and maintain in the Laboratory a complement of skilled journeymen adequate to decontaminate and dispose of radioactive materials. To accomplish its purpose, the training of an individual is based upon the following objectives:

- (a) To develop skill in performing the duties of his trade.
- (b) To advance his technical knowledge in subjects related to the trade.
- (c) To impart an understanding of the problems of the Laboratory as related to the trade.
- (d) To encourage continuing self-education.

#### **Section 18.2 SELECTION**

When openings for Waste Management Mechanic Trainees exist, the Employment Section of the Human Resources Department will conduct a recruiting program for applicants. Selection will be made by the Laboratory, based upon work record, experience, and training. Selection shall not be considered a promotion, shall not be governed by Section 8.14, and shall be subject to the grievance procedure but shall not be arbitrable. Waste Management Mechanic Trainees shall possess sufficient education to master the rudiments of the trade. Since it is undesirable to train more Waste Management Mechanic Trainees than can be absorbed, the Laboratory, in determining the number of Waste Management Mechanic Trainees to be appointed, will be guided by a forecast which comprehends the normal complement of journeymen, anticipated terminations, expansion or curtailment of Laboratory activities, and the number of Trainees then currently employed.

#### **Section 18.3 TRAINING**

It is essential that Waste Management Mechanic Trainees be broadly trained in all of the mechanical and technical aspects of their trade. Highly skilled tradesmen should be capable of exercising independent judgment within the area of their job assignment, should understand the theory underlying the work they do and the preparation of materials used. To this end, the Waste Management Mechanic Training Schedule shall govern, subject, however, to operational requirements of the Laboratory and the provisions of this collective agreement.

#### **Section 18.4 WORK BY WASTE MANAGEMENT MECHANIC TRAINEES**

Waste Management Mechanic Trainees shall train under the direct supervision of a Union journeyman or a supervisor but in no event shall he perform work or assume any responsibility without supervision of a Union journeyman except for work for which he has already been trained.

#### **Section 18.5 EVALUATION OF TRAINEES**

Trainees will be evaluated periodically, at least at the completion of each step in the Waste Management Mechanic Training Schedule to determine eligibility for continuing or advancing within the program. If a Trainee is determined to be incapable of continuing or of being promoted, he may exercise his seniority and return to any previous classification. Trainees will be promoted to Waste Management Mechanic based upon ability and length of service as a Trainee. Trainees will be evaluated by the Laboratory in consultation with the Union representative designated by the Union. If there is an opening in the Waste Management Mechanic classification and the selected applicant has completed the Waste Management Mechanic Trainee Program, he shall be paid at the maximum rate in Appendix A for the Waste Management Mechanic classification upon his entry into that classification.

## **ARTICLE XIX**

### **MISCELLANEOUS PROVISIONS**

#### **Section 19.1 NONDISCRIMINATION**

Neither the Union nor the Laboratory shall practice discrimination in any way because of race, creed, color, national origin or membership or nonmembership in a union, provided that action taken by the Laboratory at the request of the government as set forth in Section 3.2 shall not be deemed a violation of this Section.

#### **Section 19.2 EQUAL OPPORTUNITY**

The parties to this Agreement agree not to discriminate against any employee, member of the Union or applicant for membership in the Union, because of race, creed, color, sex, age, national origin or physical or mental handicap in regard to any position for which the employee or applicant is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era, but will take affirmative action to insure that employees and applicants for membership and members of the Union are treated during employment without regard to their race, creed, color, sex, age, national origin or physical or mental handicap in regard to any position for which the employee or applicant is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to, upgrading, demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. It is understood that neither action taken at the request of the government as set forth in Section 3.2 nor action taken in accordance with Section 4.1 shall be deemed a violation of this section.

The Union and the Laboratory recognize that an Affirmative Action Program has been established at the Laboratory and that this program must be effectively administered. Pursuant to requirements issued by the Office of Federal Contract Compliance, U. S. Department of Labor, the Laboratory will establish goals and timetables to correct deficiencies if minorities or women are underutilized in the bargaining unit covered by this Agreement. Underutilization means that the number of minorities and women is less than the proportion available in the workforce in the area. The goals to be established will be based on an analysis of the availability of minorities and women in the Standard Metropolitan Statistical Area (SMSA) of Chicago, Illinois. The Union will be advised of the goals and timetables. It is the intent of the Union and the Laboratory to comply with any governmental laws, orders and adjudications.

#### **Section 19.3 FEDERAL AND STATE LAWS, ORDERS AND FINAL ADJUDICATIONS**

Should any provision of this Agreement, or any application thereof, become unlawful by virtue of any Federal or State law, or Executive Order of the President or the Governor of Illinois, or final adjudication of any court of competent jurisdiction, the provision, or application of a provision, of this Agreement shall be modified by the parties to comply with the law, order or final adjudication, but in all other respects the provisions, and applications of provisions, of this Agreement shall continue in full force and effect for the life thereof.

#### **Section 19.4 UNIFORMS**

The Laboratory will furnish appropriate clothing for those employees for whom it deems necessary for reasons of sanitation or potential contamination, and will also replace, repair, and launder such clothing as necessary. Replacements will only be made when necessary at the discretion of the Laboratory due to normal wear and tear upon surrender of clothing to be replaced.

The Laboratory is not required to furnish clothing to other employees, but may furnish clothing to those who are assigned tasks likely to cause unusual wear or soil as determined by the Laboratory. Such employees may be furnished disposable or other suitable types of clothing. Laundering of such clothing will be in accordance with Laboratory policy. Employees must report to work in clothing that is clean and in proper condition and according to acceptable standards of good taste. Employees must wear clothing issued by the Laboratory.

#### **Section 19.5 RECORDS OF DISCIPLINARY ACTIONS**

Any memorandum or letter of reprimand or other record of an incident intended to become a part of the employee's official personnel file will be addressed to the employee (which copy he may retain) with a copy to the file. The employee and/or the Union, with the employee cosigning, may file a reply to any entry referred to above within ten (10) days, setting forth any factual evidence controverting or explaining the entry to which it is in reply. Such replies shall become a part of the employee's official personnel record. No reprimand or other record of a disciplinary action shall be used as evidence against an employee in any disciplinary action if the employee has had no further reprimands or disciplinary actions during the last two (2) years. In the event an employee receives a written reprimand or a complaint is made regarding his or her work or conduct, the employee shall be given a copy of the written reprimand or complaint, dated and signed by the appropriate supervisor. In the event an employee is given a letter of commendation, one copy of the letter will be given to the employee and one copy will be placed in his or her personnel records.

#### **Section 19.6 ASSIGNMENT OF WORK**

The parties recognize that there are wide variations in the types of jobs covered by this Agreement. The Laboratory will make assignments of work appropriate to each employee's recognized normal duties to the fullest extent practical.

#### **Section 19.7 EMPLOYMENT**

The Laboratory agrees to recruit new employees in the open market or utilize the free services of the United States and Illinois State Employment Services.



**Section 19.8 PAY IN LIEU OF NOTICE ON LAYOFFS**

In the event the Laboratory is required to lay off any employee without giving him one (1) calendar weeks' notice, the employee shall be paid a sum equal to forty (40) hours' pay at his basic hourly rate.

**Section 19.9 SEVERANCE PAY**

Employees covered by this Agreement shall be eligible for severance pay in accordance with the Laboratory's Severance Pay Plan. Modifications to the Severance Pay Plan that affect non-union non-exempt employees at the Laboratory shall be made applicable to members of this bargaining unit without further negotiation.

**Section 19.10 WORK DISPUTES**

The Laboratory will continue to make assignments in accordance with practices heretofore in effect. In the event an employee in one classification represented by the Union disputes the propriety of an assignment of work to an employee in a different classification represented by the Union, a conference will be held to discuss the matter. Such conference shall be attended by appropriate representatives of the Union and by representatives of the Laboratory. If the matter is not resolved by the conference within a reasonable time, the grievance procedures as set forth in Section 6.5 may be followed. Work shall be continued as originally assigned until such time as a decision, if any, to change the assignment is reached.

**Section 19.11 WORK BY SCIENTISTS**

It is fully recognized that the Laboratory is a research institution and that, therefore, it is necessary that scientists and technicians associated with them perform tasks necessary to the furtherance of their research.

**Section 19.12 BULLETIN BOARDS**

The Laboratory will provide space for suitable bulletin boards in locations to be agreed upon by the parties hereto for the purpose of posting notices of Union meetings and events. No notice shall be posted in the Laboratory without the prior approval of the Employee Relations Manager. The Employee Relations Manager (or the Employee Relations Manager's designee) shall either approve or deny a request within three business days of receipt from the Union. No notice of a controversial nature shall be posted. Once a notice has been approved by the Employee Relations Manager, Union stewards may post the approved notice on the following agreed upon locations of bulletin boards:

<b><u>Building</u></b>	<b><u>Location</u></b>
46	Hallway by Mail Room
123	By Time Clock
200	Outside Room L021

201	Lunchroom outside Room 142B
202	Outside Room C005
203	Outside Room B053
212	Lunchroom
306	Outside Room L101
315	Outside Room 206
340	Hallway
360	Maintenance Office
362	H-Wing Service Floor hallway
401	Outside Room E0103
450	Lunchroom

The parties agree and understand that Union notices shall not be posted anywhere other than the bulletin boards listed above.

**Section 19.13 INSPECTION OF LOCKERS**

An employee's locker will be inspected in the presence of a Union representative or the employee.

**Section 19.14 NOTICE TO THE UNION**

Whenever the provisions of this contract require notice to the Union, such requirement shall be fulfilled by providing notice to the appropriate steward, the Council President, and the Union Representative of Local 73.

**Section 19.15 IRREGULAR ATTENDANCE**

The parties recognize that a good record of attendance at work by every employee is necessary for the efficient operation of the Laboratory. Therefore, an excessive accumulation of absences, or pattern of abuse, may be called to the employee's attention by his Department Head. Excessive absences is defined as five (5) or more occurrences, totaling forty (40) hours or more of nonoccupational disability leave in a twelve (12) month period. The Department Head will attempt to correct this problem through consultation with the employee. If the employee is unable to improve his attendance record within a reasonable period of time, action may be taken by the Laboratory.

**Section 19.16 LATERAL TRANSFERS**

Although the requirements of the Laboratory must take precedence, personal inclinations of employees will be considered regarding lateral transfers. Employees who are interested in a transfer to another building or area may inform their foreman of that fact.

### **Section 19.17 PART-TIME EMPLOYEES**

Employees whose normal work schedule is less than forty (40) hours per week will be considered as part-time employees. Part-time employees shall be eligible for coverage in the Group Medical and Life Insurance Plans only if scheduled to work twenty (20) hours or more per week. Benefits, such as vacation, nonoccupational disability leave, personal leave and holiday pay for part-time employees will accrue and usage will be charged on a pro rata basis. For example, if during the vacation accrual year an employee works fifty (50) percent of the normal forty (40) hour week, he will earn fifty (50) percent of the hours earned by full-time employees. Part-time employees will earn seniority which shall establish their seniority relative to each other, but such seniority cannot be exercised outside of their own group of part-time employees.

Part-time employees shall be paid one and one-half (1-1/2) times their regular hourly rate for all hours worked in excess of eight (8) in any workday (including workdays which overlap into a new workday or into a new payroll week) or in excess of forty (40) hours in a payroll week.

### **Section 19.18 TEMPORARY EMPLOYEES**

Employees employed at the Laboratory for a specific period not to exceed one hundred and fifty (150) calendar days will be considered as temporary employees. They shall be subject to all regulations applicable to regular employees but will not be eligible to participate in benefits applicable to regular employees except occupational disability leave benefits and holiday pay for those recognized holidays which occur on days the employee is normally scheduled to work. Temporary employees will not accumulate seniority. The Laboratory will notify the Union of the number of temporary employees. Temporary employees are eligible to apply for open regular, full time positions at the Laboratory.

Temporary employees who are directly hired into a regular, full time position in the same job classification as the temporary position shall be subject to a probationary period of sixty (60) calendar days upon hire into the regular full time position.

### **Section 19.19 SCHEDULE OF EMPLOYEES ATTENDING SCHOOL**

The Laboratory will arrange the working schedule of an employee who wishes to further his education under the Laboratory's tuition reimbursement plan insofar as operational requirements will permit.

### **Section 19.20 ANIMAL CARE SPECIALIST TRAINING PROGRAM**

Animal Care Specialists will be broadly trained in the general procedure for care and handling of animals used in biological research. Subjects pertinent to animal care, such as (but not limited to) proper feeding, watering, cage-cleaning and changing, medication, treatment, and breeding methods will be covered in order to equip Animal Care Specialists to do their duties well and to provide the basis for career advancement. The extent of the training program shall be determined exclusively by the Laboratory.

## **Section 19.21 ON-CALL TEMPORARY EMPLOYEES**

In order to alleviate temporary shortages caused by things such as illness, vacations, or unforeseen turnover, the Laboratory may retain employees on a roster. Persons on such roster can be called in for assignments as needed. They shall be paid at the minimum of the classification to which they are called. They shall become union members as required in Section 4.1. They shall not accumulate seniority. Benefits shall be based on Laboratory policies for employees in such a category. The Union will be kept informed of the number of such employees. No more than 20 shall be working at one time, nor shall any individual be permitted to work more than 90 work days in a calendar year. These temporary employees will only be used in Janitor's positions. In the event that an employee is hired as a regular full-time employee, his seniority date and the date for computation of benefits for which regular employees are eligible will be established by giving credit for the number of days worked in on-call status provided, however, that no benefits shall be paid retroactively for any period prior to employment as a regular full-time employee.

## **Section 19.22 LETTERS OF AGREEMENT**

The following letters of understanding executed between the parties shall be continued in effect during the life of this agreement:

Letter No.1 dated June 16, 2001, re: Outsourcing

Letter No. 2 dated June 1, 2013, re: Call-In Procedure

Letter No. 3 dated May 27, 2017, re: Areas to be Represented by Stewards

Letter No. 4 dated June 16, 2001, re: Substance Abuse Program

Letter No. 5 dated June 16, 2001, re: Foul Weather Clothing

Letter No. 6 dated June 1, 2013, re: Retirement Plans

Letter No. 8 dated June 1, 2013, re: Annual Shift Pick

Letter No. 9 dated June 16, 2001, re: Maintenance Mechanic I Off-shift

Letter No. 10 dated June 1, 2013 re: Union Committee Members

Letter No. 11 dated June 9, 2007, re: Custodial Shift Picks

Letter No. 12 dated June 1, 2013, re: Temporary Assignment Outside of the Bargaining Unit

Letter No. 13 dated June 4, 2011, re: Waste Management Mechanic Safety Shoes

Letter No. 14 dated May 27, 2017, re: School Visitation Leave

Letter No. 15 dated May 27, 2017, re: Parental Leave

## **ARTICLE XX**

### **TERM OF AGREEMENT**

#### **Section 20.1 COMPLETE AGREEMENT**

It is hereby agreed that this Agreement contains the complete understandings between the parties and supersedes all previous understandings and that, during the life of this Agreement, neither the Union nor the Laboratory shall make any demand for any change in respect to rates of pay, wages, hours of employment, or other conditions of employment, nor shall either party be required to bargain with respect to any such matter; but the Laboratory and the Union may, by mutual agreement, modify, amend, or supplement this Agreement. Nothing in this section shall be construed to preclude the processing of grievances under ARTICLE VI, or the exercise by the Laboratory of its rights under ARTICLE III.

**Section 20.2 TERM OF AGREEMENT**

This Agreement shall be effective on the 22<sup>nd</sup> day of May, 2021, and shall continue in effect until midnight on the 20<sup>th</sup> day of May, 2022. This Agreement shall automatically be renewed thereafter from year to year unless either party notifies the other in writing at least sixty (60) calendar days prior to the expiration date of the then current Agreement that it desires to modify or to terminate any designated provisions of this Agreement, and negotiations shall commence not later than fifteen (15) calendar days subsequent to the receipt of any such notice unless the parties mutually agree otherwise.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have set their hands on this          day of          2021.  
6/30/2021

ARGONNE NATIONAL LABORATORY

SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL 73, SEIU, AFL-CIO

By:         Daniel J. Raker          
/s/ Daniel J. Raker, Attorney

By:         [Signature]        

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## Appendix A

### SCHEDULE OF WAGES

Effective May 24, 2021, the following schedule of rates shall be in effect:

#### Job Classification Progression Steps

<u>Job Classification</u>	<u>Starting Rate</u>	<u>12 Mos. Service</u>	<u>24 Mos. Service</u>	<u>36 Mos. Service</u>	<u>48 Mos. Service</u>
Animal Care Specialist	21.90	22.10	22.30	22.45	22.55
<u>Job Classification</u>	<u>Starting Rate</u>	<u>3 Mos. Service</u>	<u>6 Mos. Service</u>	<u>9 Mos. Service</u>	<u>12 Mos. Service</u>
Animal Care Specialist Group Leader	26.65	26.80	----	----	----
Auxiliary Equipment Operator	33.16	33.21	33.26	33.31	33.36
Communications Specialist	36.86	36.91	36.96	37.01	37.06
Control Analyst	30.92	30.97	31.02	31.07	31.12
Equipment Operator, Heavy	36.48	36.53	36.58	36.63	36.68
Grounds Specialist	29.85	29.90	29.95	30.00	30.05
Shipping Specialist	31.08	31.18	31.28	31.38	31.48
Group Leader Receiving	31.08	31.18	31.28	31.38	31.48
Group Leader Central Stores	31.08	31.18	31.28	31.38	31.48
Janitor Group Leader	19.87	19.92	19.97	20.02	20.07
Laborer	19.73	19.78	19.83	19.88	19.93
Laborer Group Leader	20.73	20.78	20.83	20.88	20.93
Laborer, Installations	29.31	29.36	29.41	29.46	29.51
Lead Communications Specialist	37.31	37.36	37.41	37.46	37.51
Lead Control Analyst	31.35	31.40	31.45	31.50	31.55
Maintenance Mechanic I	37.73	37.78	37.83	37.88	37.93
Maintenance Mechanic II	30.81	30.86	30.91	30.96	31.01

<u>Job Classification</u>	<u>Starting Rate</u>	<u>3 Mos. Service</u>	<u>6 Mos. Service</u>	<u>9 Mos. Service</u>	<u>12 Mos. Service</u>
Maintenance Trainee	28.33	28.38	28.43	28.48	28.53
Material Handling Specialist	30.28	30.33	30.38	30.43	30.48
Stationary Engineer	37.79	37.84	37.89	37.94	37.99
Utilities Laborer	20.12	20.19	20.26	20.33	20.42
Waste Management Mech.	36.48	36.53	36.58	36.63	36.68
Waste/Water Treat. Oper.	34.07	34.12	34.17	34.22	34.27

Job Classification

Waste Management Mechanic Trainee

<u>Starting Rate</u>	<u>5 Mos. Service</u>	<u>10 Mos. Service</u>	<u>15 Mos. Service</u>	<u>20 Mos. Service</u>	<u>25 Mos. Service</u>	<u>30 Mos. Service</u>
28.22	28.65	29.08	29.51	29.94	30.37	30.82

<u>Job Classification</u>	<u>Starting Rate</u>	<u>3 Mos. Service</u>	<u>6 Mos. Service</u>	<u>9 Mos. Service</u>	<u>12 Mos. Service</u>
Janitor	17.87	18.02	18.22	18.52	19.07

The job classification of Group Leader Grounds shall be paid at the rate of \$1.00 more per hour than the employee made in his or her prior job classification. The job classification of Waste Management Mechanic Group Leader shall be paid at \$1.00 per hour more than the maximum hourly rate for the Waste Management Mechanic job classification.