Agreement

Between

SANDIA NATIONAL LABORATORIES

AND

Office & Professional Employees International Union
Local 251 AFL-CIO

Effective November 11, 2021

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PREAMBLE

AGREEMENT made this 11th day of November 2021 by and between National Technology and Engineering Solutions of Sandia, LLC (NTESS) (also known as the SANDIA NATIONAL LABORATORIES), hereinafter called the "Laboratories," and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 251, AFL-CIO, hereinafter called the "Union."

The Laboratories and the Union have a common and sympathetic interest in the progress of the Weapons Program and the National Security mission. Therefore, the Laboratories and the Union recognize that it is in the best interest of both parties, the employees, and the public, that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Laboratories, the Union, and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as the exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose and intent to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Laboratories recognized as being represented by the Union as follows:

PREVIOUS AGREEMENT

This Agreement replaces in its entirety the Agreement dated July 28, 2018.

ARTICLE 1 – RECOGNITION

1. The Laboratories hereby recognizes the Union as the exclusive representative of the following employees of National Technology and Engineering Solutions of Sandia, LLC located at Kirtland Air Force Base East, and any other locations in Albuquerque, New Mexico.

   INCLUDED: All office and clerical employees. The occupations currently included in the Bargaining Unit are as listed in ARTICLE 13, subject to the conditions of Paragraph 3, except when assigned in the organizations excluded below.

   EXCLUDED: All other employees, including draftsmen, technical employees, professionals, Office Management Assistants and secretaries to Directors, and higher levels of supervision, guards, supervisors as defined by the National Labor Relations Act as amended, all employees in the following organizations: Human Resources Division; Audit and Ethics Center; Financial Systems and Pension Fund Management; Corporate Business Development and Partnerships; Executive Staff Center; Legal Division; Division and Strategic Management Unit (SMU) support or business offices; and all employees whose employment is or may hereafter be classified under the occupational code numbers and titles listed below:

IJS Occupation Code	IJS Occupation Title
0124	Administrative Support
0908	Facilities Scheduling Support
0223	Financial Support
0315	Illustration Support
0313	Laboratory Publications Support
0613	Material Management Support
0312	Photographic Support
0614	Production Control Support
0125	Purchasing Support
0127	Training Support

2. This recognition is based upon the certification of the National Labor Relations Board dated September 8, 1950, in Case Number 33-RC-218, and dated September 7, 1961, in Case Number 28-RM-74.

3. The Laboratories will advise the Union in writing of all additional or newly established salaried occupations other than professional and will, on request of the Union, negotiate as to whether such occupations shall be included in the Bargaining Unit. Any such unresolved differences shall be referred to the Regional Office of the National Labor Relations Board for opinion and the opinion of the Regional Director given orally or in writing will be accepted by the parties as a binding decision.

ARTICLE 2 – MANAGEMENT OF THE BUSINESS

The right to manage the Laboratories and to direct the working forces and operations of the Laboratories, subject to the limitation of this Agreement, is exclusively vested in, and retained by, the Laboratories.

ARTICLE 3 – DEFINITION OF TERMS

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

BASE RATE	An hourly rate of pay assigned to an employee based on job classification assignment.
ALTERNATIVE WORK SCHEDULE (AWS)	Any schedule other than the "standard" five (5) eight (8) hour days of work. Current Alternative Work Schedules Offered: - "9/80" – 80 hours of regular time over the course of nine (9) scheduled workdays in a two (2) work week period. - "4/10" – 40 hours of regular time over the course of four (4) ten (10) hour days of work. See Article 11 for provisions regarding not yet established AWS.

DOUBLE TIME	Pay at two hundred percent (200%) of STRAIGHT TIME.
DOUBLE TIME AND ONE-HALF	Pay at two hundred and fifty percent (250%) of STRAIGHT TIME.
FISCAL YEAR	The twelve (12) month period beginning with October 1 of one (1) calendar year and ending with September 30 of the succeeding calendar year.
FURLOUGH	A Laboratory directed temporary leave that places an employee in either a paid or non-pay status without duties caused by a temporary lack of government funding.
GRIEVANCE	An oral or written allegation by an employee on the Laboratories' payroll, or by the Union, that the Laboratories has violated a specific provision of this Agreement.
LAYOFF OR LAID OFF	A suspension of employment arising out of a reduction in the force due to lack of work, provided, however, an employee's service shall not be considered suspended by LAYOFF; nor shall the employee be considered LAID OFF under the following circumstances: (1) when the employee's services are temporarily interrupted because of, but not limited to, such causes as material shortage, equipment failure, power failure, or other circumstances which cause a temporary cessation or reduction in operations; (2) when not reinstated from Leave of Absence; and (3) Furlough due to a temporary lack of government funding will not be considered Laid Off.
LUNCH PERIOD	½ hour to be taken at some point, approximately mid-way in the shift.
PART-TIME EMPLOYEE	A Sandia National Laboratories employee with one (1) year or more credited service who works a minimum of twenty (20) hours per week to a maximum of thirty-six (36) hours per week.
STANDARD DAILY WORK SCHEDULE	A tour of duty of eight (8) scheduled hours of work or applicable AWS daily schedule.
STANDARD WEEKLY WORK SCHEDULE	Five (5) scheduled STANDARD DAILY WORK SCHEDULES. A weekly work schedule associated with an established AWS may be implemented with fewer than five scheduled STANDARD DAILY WORK SCHEDULES.
STRAIGHT TIME	Pay at the employee's current BASE RATE plus shift premium as provided in ARTICLE 18, if applicable, and excluding overtime allowance.
TIME AND ONE-HALF	Pay at one hundred and fifty percent (150%) of STRAIGHT TIME.
WORKWEEK	Seven (7) consecutive calendar days beginning with Friday except that for employees on shifts that start less than four (4) hours before Thursday midnight and extend into Friday, the WORKWEEK shall be considered as beginning with the start of such shifts.

ARTICLE 4 – COLLECTIVE BARGAINING PROCEDURE

1. Collective bargaining shall be conducted by authorized bargaining representatives of the Laboratories and of the Union. The Laboratories and the Union shall notify each other in writing no later than fifteen (15) workdays prior to the beginning of negotiations of the names of their authorized bargaining representatives and thereafter of any changes which may occur. All such written communications from the Union shall be signed by the President of the Union or a duly designated alternate.

2. In the interest of preserving effective bargaining, each party agrees that it shall ordinarily be represented in collective bargaining meetings by not more than five (5) persons, exclusive of a small number of visitors.

3. Collective bargaining meetings shall be held at times and places mutually convenient and at the request of either the Laboratories or the Union. The parties shall equally share the cost of the primary meeting room. Each party will be responsible for the cost of their respective caucus rooms. The party requesting the meeting shall inform the other, reasonably in advance, of the subjects to be discussed. Except in urgent cases, such notification shall be in writing.

4. The Laboratories' bargaining agent(s) shall not be required to bargain collectively unless at least two (2) Union representatives designated for such purpose set forth in Paragraph 1 of this ARTICLE are present.

5. For the term of this Agreement, not more than two (2) employee representatives of the Union will be paid at STRAIGHT TIME for 100% of time lost from assigned Laboratories duties when representing the Union in collective bargaining meetings with the Laboratories during their STANDARD DAILY and WEEKLY WORK SCHEDULE, subject to the provisions of ARTICLE 6 (Treatment of Employees Performing Union Duties). An additional two (2) employee representatives of the Union shall be paid at STRAIGHT TIME for 50% of time lost from assigned Laboratories duties when representing the Union in collective bargaining meetings with the Laboratories during their STANDARD DAILY and WEEKLY WORK SCHEDULE, subject to the provisions of ARTICLE 6 (Treatment of Employees Performing Union Duties).

ARTICLE 5 – ACCESS OF VISITING UNION OFFICIALS TO LABORATORIES PREMISES

An officer of the Union, Business Representative, or an International Representative not employed by the Laboratories, for the fulfillment of the Union's obligations in administering this Agreement, shall have access to the Laboratories, with Laboratories escort, during working hours. He/she shall obtain from the Employee and Labor Relations Department specific authorization for each visit and such visit shall be subject to such regulations as may be made from time to time by the Laboratories, the Department of Energy or other governmental agencies. Such representatives shall comply at all times with the Laboratories' rules covering access to and movement of visitors within the premises occupied by the Laboratories. The Laboratories will not impose regulations which will render ineffective the intent of this provision.

Such representatives may include two (2) full-time representatives who, upon obtaining appropriate authorization, shall be allowed with Laboratories escort to enter work areas in the course of processing grievances and the fulfillment of the Union's obligation in the administering of this Agreement where access to work involved is necessary to investigate completely each dispute or situation.

ARTICLE 6 – TREATMENT OF EMPLOYEES PERFORMING UNION DUTIES

1. Designation of Chief Stewards, Stewards, and Union Officers

1.1. The Union shall advise the Laboratories in writing of the names of its Officers, Chief Stewards and Stewards, inclusive of their respective authorities, and titles and will provide notice of any changes within ten (10) work days of the assignments. Such notification shall be signed by the President of the Union or by the President's duly designated alternate. Union Officers, Chief Stewards, or Stewards shall not be recognized as such prior to receipt by the Laboratories of such notice.

1.2. It is agreed that the Laboratories will recognize not more than one (1) Steward for every thirty (30) Union represented regular employees of the Laboratories. A maximum of three (3) Chief Stewards shall be designated by the Union.

1.3. No more than one (1) Steward for each Team, or in organizations that have no Teams, each Department will be recognized by the Laboratories unless the Team or Department exceeds thirty (30) Union represented regular employees. In which case, the Laboratories will recognize one (1) Steward per thirty (30) represented regular employees or fraction thereof subject to the maximum number specified in Paragraph 1.2 above.

1.4. The Union may designate one (1) Union Official from among the Sandia employee Union Officers, Chief Stewards or Stewards as the full-time designee in accordance with Paragraph 2.

1.4.1. The Laboratories agrees to continue to provide office space, telephone services, and access to computing services for use by the Sandia employee Union Official.

1.4.2. The Union will advise the Laboratories in writing the name of the full-time designee Sandia employee Union Official referred to in Paragraph 1.4 and will provide notice of any change within thirty (30) days after the appointments to this position.

1.5. Supervisors shall be required to recognize the full-time designees, the Chief Stewards, Stewards, and Sandia employee Union Officers of the Union because jurisdictional assignments within organizations are not always feasible.

1.6. The President, Vice President, Secretary-Treasurer, Recording Secretary, and Trustees of the Union shall be recognized as the Union Officers referred to in this Agreement.

1.6.1. Any Sandia employee Union Official shall have access to the onsite office space provided by the Laboratories, inclusive of telephone services, and access to computing services. Each of these individuals shall be responsible for conducting authorized Union business on Sandia's premises, in accordance with ethical guidelines set forth by both the Union and the Laboratories.

1.7. The selected Stewards or Chief Stewards shall not be transferred or loaned from their shift or department to another except to meet the needs of the Laboratories' business and provided the Union has been notified twenty-four (24) hours in advance.

1.8. Priority Placement. When a Union Official is removed as a full-time designee by means of a new election, resignation or other means of removal by the Union, within 30 calendar days the employee shall be given priority placement for jobs he or she applies for through the post and bid process within the same classification or lower classification.

1.9 Management will have thirty (30) calendar days to implement a transition plan from employee status to Union full-time status, upon notification from the Union. Should the Union and management mutually agree to a shorter transition period, the full-time designee could begin his or her full-time duties sooner.

2. Pay Treatment

2.1 One (1) full-time designee Sandia employee Union Official shall be paid at STRAIGHT TIME for all time lost from assigned Laboratories duties while performing Union duties during his/her STANDARD WEEKLY WORK SCHEDULE subject to compliance with the provisions of Paragraph 3.

2.1.1. The full-time designee Sandia employee Union Official is authorized to work at the Union office off Sandia premises on time paid by the Laboratories while performing Union business related to the Laboratories.

2.2 All Sandia employee Union Representatives shall be paid at STRAIGHT TIME for time lost from assigned Laboratories duties while performing the Union duties, subject to compliance with Paragraph 3 and subject to the limitations of Paragraphs 2.4 and 2.4.1. No hours charged while performing union duties will be counted as hours worked for the calculation of overtime; however, overtime may be paid for union duties if and only if it is necessary to perform them during a Laboratories' scheduled and approved overtime work assignment.

2.3 An employee excused from work assignment for the purpose of an interview by the Union Officials, Chief Stewards, or Stewards in investigating a grievance shall be paid at STRAIGHT TIME for time lost during his/her STANDARD WEEKLY WORK SCHEDULE due to such interview, subject to compliance with the provisions of Paragraph 3 and subject to the limitations of Paragraph 2.4 and 2.4.1.

2.4 The Laboratories shall not pay, in the aggregate, more than an average of sixty (60) STRAIGHT TIME hours per biweekly payroll period for all time lost from Laboratories duties by the Union Officials, Chief Steward(s), Steward(s), and/or

employees in the performance of Union duties. Each March and September if the OPEIU time charges exceed the number of biweekly payroll periods times sixty (60) for the prior six (6) months period, any excess charges will be reimbursed by the Union at the then-current Job Rate for the Office Administrative Assistant (OAA) occupation. With prior approval of Employee and Labor Relations, special meetings called by management will not count towards the aggregate.

2.4.1. All Union business conducted off the Laboratories' premises shall be charged to unpaid Union time. Unpaid Union time shall be reported to Employee and Labor Relations. The respective line manager(s) of the respective Sandia employee Union Official(s) shall be notified within twenty-four (24) hours of the request. In order for the respective Sandia employee Union Official to be able to process his/her time card in an accurate manner, it is necessary that confirmation of authorization of such exception time be made by the appropriate management.

2.5 Steward Training. The Laboratories will allow the OPEIU Local 251 Stewards, Chief Stewards and Officers to charge one (1) day annually to Code 266 (or alternative code as designated by Employee and Labor Relations) for the purpose of conducting training for Stewards.

3. Investigating Grievances or Conferring with Management

Investigation of grievances within the STANDARD WEEKLY WORK SCHEDULE shall be in conformity with the following:

3.1. Prior to leaving his/her work location, the Union representative (other than a full-time designee Sandia employee Union Official) or employee to be interviewed in connection with a grievance shall:

3.1.1. Arrange with immediate supervisor about the need to leave the job and for approval of time of leaving. Certification of time shall be documented by posting the amount of time spent through the electronic time keeping system.

3.1.2. Notify the supervisor upon return to the job.

3.1.3. Comply at all times with the Laboratories' time recording and badge access requirements.

3.2. When an absence is granted to investigate a grievance, or to confer with management, the Chief Stewards, or Stewards shall, in addition to the requirements of Paragraph 3.1 above:

3.2.1. Contact the applicable supervisor in advance, identify the general nature of the grievance, and arrange to excuse the employee(s) necessary to be interviewed. Such visits shall create the least amount of interference with the Laboratories activities.

3.2.2. Make advance arrangements with the applicable supervisor for the conducting of any further necessary investigation.

3.2.3. Time spent by the interviewed employee(s), and the Union representative shall be documented in the electronic time keeping system.

3.3. Normally, investigation of a grievance shall be conducted by one (1) Union Official, Chief Steward or Steward and in no event by more than two (2) Union Officials.

3.4. Normally, not more than one (1) employee will be excused at any one (1) time for interview by a Chief Steward or Steward in connection with a particular grievance.

3.5. Investigation of a grievance (including the interviewing of employees) shall be conducted in such a manner and at such places and times, as will result in the least interference with Laboratories activities.

3.6. All such investigation of grievances shall be performed by Chief Stewards, or Stewards designated in accordance with Paragraph 1 of this ARTICLE. The investigation shall be held on the premises of the Laboratories except in the case of a full-time designee Sandia employee Union Official as noted in Paragraph 2.1.1 of this ARTICLE.

3.7. The Laboratories may limit or refuse to grant absence by an employee for the purpose of interview by a Union Officer, Chief Steward, or Steward at a time when such employee's absence from work will seriously interfere with the operation of the business or when such privilege is being abused.

4. Excused Unpaid Absence for Union Duties (30 Days or Less)

4.1. A reasonable number of employees who have been selected by the Union or the International Union to perform duties for the Union or the International Union shall, on request, be granted an excused absence for that purpose from their assigned Laboratories duties for a reasonable length of time (not to exceed thirty [30] consecutive calendar days) without pay (subject to the provisions of Paragraphs 6 and 7 below). Each such absence shall be for a stated period, but can be terminated before the expiration of said period by the return of the employee to his/her assigned Laboratories duty. However, the Laboratories may refuse to grant such absence at a time when the employee's absence from work will seriously interfere with the operation of the business, and may limit such absence for employees other than those designated per Paragraph 1.1 above, to a cumulative period of 60 scheduled workdays in a calendar year. The provisions of Paragraph 6.2 shall apply to absences in excess of thirty (30) days.

4.2. Requests for such absence may, in the case of an employee designated as a Chief Steward, or Steward per Paragraph 1.1 above, be made in writing. In the case of an employee other than a Chief Steward, or Steward, the request shall be made on the employee's behalf by the Union President or a duly designated alternate in writing.

5. Personal Leaves of Absence to Perform Union Duties (More than thirty [30] Days)

5.1. A reasonable number of employees who have been selected by the Union or the International Union to perform duties for the Union or the International Union, which will take them from their assigned Laboratories duties for a continuous period of more

than thirty (30) calendar days, shall be granted Leaves of Absence in conformity with the provisions of Paragraphs 6 and 7 below, provided:

5.1.1. That the President of the Union or the Union's duly designated alternate has advised the Laboratories in writing that the Union has authorized the employee's application for Leave of Absence.

5.1.2. That the employee apply for such Personal Leave of Absence, stating the specific purpose for which the Leave is intended and the period of the proposed Leave.

5.1.3. That the Laboratories may refuse to grant such a Personal Leave of Absence at a time when the employee's absence from assigned Laboratories duties would seriously interfere with the operation of the business.

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

6. Terms and Other Conditions of Leave of Absence Granted Under the Provisions of Paragraphs 4 and 5 above:

6.1. Such Leave of Absence shall be for a stated period in excess of thirty (30) days but not in excess of two (2) years, and may be extended for periods, not in excess of one (1) year each with annual communication to the Laboratories, at least thirty (30) days prior to the anniversary of such Leave.

6.2. Such Leave of Absence in excess of thirty (30) days shall be as follows:

- without pay,
- without eligibility to continue coverage under the Sickness Absences and Long Term Disability Plan,
- with credit in SENIORITY for the time absent,
- with credit in TERM OF EMPLOYMENT for time absent (upon subsequent reinstatement from the Leave of Absence),
- with eligibility to Sickness Absence beginning on the day the employee returns to work,
- with eligibility upon return to work to Pension benefit accruals under the Retirement Income Plan or its applicable successor plan, if eligible for such benefits at the beginning of the Leave of Absence,
- with eligibility to continued coverage under and pursuant to the Group Term Life Insurance Plan for one (1) year, which may be converted to an individual policy beyond one (1) year of leave by paying the required premium for that period of leave

in advance,

- with eligibility to continue participation in the Voluntary Term Life Plan, Voluntary Group Accident Plan, and Dependent Group Life Plan for six (6) months by the employee paying one hundred percent (100%) of the premium cost to the provider,

- with eligibility to continue coverage under and pursuant to the Dental Plan by the employee paying one hundred percent (100%) of the premium cost,

- with eligibility for coverage under and pursuant to the Health Care Plan by the employee paying one hundred percent (100%) of the premium cost, and

- with eligibility for coverage under and pursuant to the Vision Care Plan, by the employee paying one hundred percent (100%) of the premium cost.

7. Consideration Following Leaves of Absence

7.1. The Leave of Absence will automatically terminate and SENIORITY be broken if and when the employee departs materially from the purpose for which the Leave was granted or makes application for unemployment compensation benefits without first applying for reinstatement. Credit for previous service will not be given if the employee is re-employed following such action.

7.2. If the employee fails to return to work on or before the day following the expiration date of the Leave of Absence, credit for previous service will not be given if the employee is subsequently re-employed. However, if an employee, because of personal sickness or injury, is unable to return to work on the day following expiration of his/her Leave of Absence and, prior to the expiration of the Leave, furnishes satisfactory evidence of such inability, the Leave shall be extended for the period of such sickness or injury, not to exceed one (1) year from the date the Leave began. The Leave shall be extended provided a Physician's Certificate of Injury / Illness (PCII), acceptable to the Employee Health Services organization is presented certifying that the employee was under the physician's care and unable to work during the period of such extension.

7.3. The employee may request that his/her Leave of Absence be terminated prior to its expiration date, if the employee gives Sandia Human Resources thirty (30) calendar days prior written notice of desire to return to work, such notice to state the date of the proposed return. If and when reinstatement is granted, such Leave will terminate.

7.4. Upon return from a Leave of Absence for Union Business, an employee shall be reinstated to the same position held at the time such Leave of Absence began or a comparable position subject to the provisions of ARTICLE 31 (Movement of Personnel) and ARTICLE 32 (Seniority) and subject to compliance with security regulations and physical requirements of the Laboratories.

7.5. Upon reinstatement, the employee shall be placed on the payroll at the BASE RATE received when such absence began, adjusted for any changes in wage level made during the period of absence. Adjustments shall also be made for any change in occupation or Tier. The employee also shall receive any Lump Sum scheduled to be paid in the

FISCAL YEAR in which the employee returns to work.

8. ES&H Coordinator

8.1. For the Laboratories to become world class in ES&H performance, safety and quality must be values, not just priorities, and everyone must be responsible for their own safety and the safety of others, both on and off the job. It is therefore agreed that all employees of the Laboratories, including represented employees, must participate in initiatives to improve ES&H and Safety performance. The ES&H Coordinator provides a valuable communication link between the Union membership and Corporate ES&H and Management to help achieve the Laboratories' goal that "Nobody Gets Hurt" and to help ensure that the Laboratories' products and services meet customer requirements.

The Union designee shall perform the ES&H Coordinator functions prescribed below.

8.2 Environment, Safety & Health (ES&H)

The Union ES&H Coordinator will participate as a member of various Laboratories ES&H Committees as agreed by Union Leadership and Management. This individual will receive Sandia-sponsored training in ES&H programs, procedures, laws, regulations and DOE Orders.

Major Duties include:

- inform the Union of ES&H-related changes which could impact or alter practices or policies specific to the Union's membership and work performed by the membership,
- act as point of contact between represented employees and the Division ES&H Coordinators, and between represented employees and the ES&H support organizations, and
- bring a Union perspective to the SNL ES&H Program with regard to the impacts of work or program changes on the ability of workers to safely perform their work.

9. There shall be no Union activities conducted on the premises occupied by the Laboratories except those allowed by this Agreement.

10. At no time shall any of the privileges within this Agreement be abused.

ARTICLE 7 – GRIEVANCE PROCEDURE

1. It is the Laboratories' desire that all employees be treated fairly. To provide for the expeditious and mutually satisfactory settlement of questions arising with respect to wages, hours of work, and other conditions of employment, the procedures hereinafter set forth shall be followed.

2. A grievance shall contain:

- a full and complete statement by the employee or the Union of the facts on which it is based,

- the grievant name(s), (except for grievances general in character)
- the dates of the incident(s) grieved,
- the specific clause of the Agreement alleged to have been violated, and
- the remedy or correction desired.

At all steps of the Grievance Procedure, the union representatives will disclose to the Laboratories' representatives a full and detailed statement of all facts relied upon in support of the grievance. Grievances shall be signed by the aggrieved employee and his/her Steward, except that grievances pertaining to persons not on the active payroll or to matters general in character which cannot be settled by an immediate supervisor or Department Manager shall be valid when signed by the Union Officer, Chief Steward, or International Representative of the Union and submitted in Step 3 to the Employee and Labor Relations Department.

3. Any individual employee or group of employees shall have the right at any time to present grievances at Step 1 to the Laboratories and to have such grievances adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union has been given opportunity to be present at such adjustment.

4. An aggrieved employee may participate in the discussion at any step of the Grievance Procedure prescribed below if the employee's presence is regarded by either party as necessary for proper consideration of the grievance, except that where a grievance is common to two (2) or more employees the party requesting the employee's presence shall designate one (1) employee to appear for all unless mutually agreed to by the parties.

5. When an employee or group of employees wishes to have a grievance presented for settlement by the Union or the Union desires to initiate a grievance, such grievance shall be presented within ten (10) workdays from the date the aggrieved knew, or by reasonable diligence could have known of the occurrence of the act or omission on which it is based except as said time limits shall be altered as outlined below and settlement may be affected at any one of the steps indicated.

   5.1. Protests involving moving work or portions of work out of the bargaining unit shall be processed as soon as the Union becomes aware that its work was moved, but not to exceed thirty (30) workdays from the date the Union becomes aware. If it has been found that the work was inappropriately moved out of the bargaining unit, the start of liability will be limited to 90 days prior to the date the grievance was filed.

   5.2. Protests involving selection or movement of personnel shall be processed no later than ten (10) workdays after the notification to the Union as prescribed in ARTICLE 31 (Movement of Personnel).

   5.3. Grievances regarding termination must be filed at Step 3 by the Union within five (5) workdays from the date of the Laboratories notification to the employee. Failure to file such a grievance within the five (5) workday time limit shall render the grievance void.

However, a grievance filed within said time limit shall entitle the Union, throughout the balance of the grievance procedure including arbitration, to consideration in regard to the merits of the case for reinstatement, pay for time lost from the date of termination - (less any wages or compensation benefits the employee may have received in the intervening period) or any modification of the termination penalties declared appropriate in the settlement in accordance with this ARTICLE.

5.4. Grievances involving matters general in character and affecting employees in morethan one (1) Team in a Department may be initiated at Step 2, as described below and such grievances affecting employees in more than one (1) Department, or Center may be initiated at Step 3, as described below.

6. Grievance Steps

STEP 1 - This Step is a verbal and informal procedure that involves a thorough investigation and discussion between the Team Supervisor involved, the Steward or Union Representative, and the aggrieved employee. The discussion shall be held within four (4) workdays from the time of verbal presentation of the grievance. The Team Supervisor shall have four (4) workdays from the time of the conclusion of the Step 1 discussion to render the decision verbally to the aggrieved employee and the Steward. Should the discussion fail to bring about a satisfactory settlement, the matter may be referred in writing to Step 2 within five (5) workdays of the Step 1 response; otherwise the grievance shall be barred from further processing. If the grievant's immediate supervisor is a Department Manager, the grievance shall be immediately filed at Step 2 and shall be presented in writing.

STEP 2 - Grievances referred to Step 2 shall be presented in writing by the assigned Union Representative or Steward to the Department Manager involved. Discussions at this Step shall include the Team Supervisor and Department Manager or the Department Manager and another representative from Management. Discussions at this Step may also include two (2) Union representatives. The Department Manager shall have six (6) workdays from the time of filing in which to hold a meeting, and ten (10) workdays to render a decision in writing to the Union representative or Steward. Should the decision fail to bring about a satisfactory settlement, the matter may be referred to Step 3 within five (5) workdays; otherwise, the grievance shall be barred from further processing.

STEP 3 - Grievances referred to Step 3 shall be submitted in writing by a Union representative to the Employee and Labor Relations Department within five (5) workdays from the time of the written reply at Step 2. Discussion at this Step may include three (3) Union representatives, and may ordinarily include two (2) members of Management exclusive of the Employee and Labor Relations representatives. Employee and Labor Relations Department shall have ten (10) workdays to hold the Step 3 meeting and will have fifteen (15) workdays in which to render a decision on each grievance in writing to the Union. Should the decision fail to bring about a satisfactory settlement, the matter shall be subject to ARTICLE 8 (Arbitration). If the Union does not institute Arbitration proceedings in accordance with ARTICLE 8 (Arbitration) within thirty (30) workdays from receipt of the Laboratories' decision, the grievance shall be barred from further processing.

6.1 Pre-Arbitration

Upon mutual agreement, the parties will hold a pre-arbitration meeting in advance of the arbitrator's cancellation deadline, with the intent of settling the grievance. If the parties cannot reach agreement, the grievance shall proceed to Arbitration according to ARTICLE 8 (Arbitration).

7. All time limits specified in Paragraph 6 above are exclusive of Saturdays, Sundays, and holidays recognized within this agreement.

   7.1 Should either the Laboratories or the Union request an extension, an automatic five (5) workday extension will be granted for each filing of a grievance, holding a meeting, or returning a written response, at each Step. Such requests must be made within the initial time limit prescribed within each Step. Longer extensions may be mutually agreed upon.

   7.2 In the event the Union fails to present a grievance within any of the applicable time limits prescribed in Paragraphs 5, 6 or 7.1 above and the parties fail to agree upon an extension of such time limit, that grievance shall be barred from further processing.

   7.3 In the event the Laboratories fails to reply within any of the applicable time limits prescribed in Paragraphs 6 or 7.1 above and the parties fail to agree upon an extension of such time limit, the Union may present the grievance at the next step.

8. Pay for time spent by employees in attending grievance discussions at the request of the Union in accordance with Paragraphs 4, 6, and 7 above shall be considered time paid and should be charged to Laboratories-paid Union time, in accordance with Article 6.

ARTICLE 8 – ARBITRATION

1. If the Union and the Laboratories fail to settle any dispute arising with respect to the interpretation of this Agreement or the performance of any obligation hereunder, such disputes (except where the subject matter of the dispute is specifically excluded from Arbitration by other provisions of this Agreement) may be referred to Arbitration. This shall be done no later than thirty (30) workdays following conclusion of Step 3 of ARTICLE 7 (Grievance Procedure) or of the Grievance Procedure prescribed in ARTICLE 13 (Employee Types), whichever is applicable, by written demand of either party to the other. Written demand must specify the nature of the dispute and refer to the specific provision or provisions of the Agreement in dispute.

   1.1 The Union may request in writing a one-time extension of fifteen (15) workdays to refer a grievance to Arbitration. Such request must be made by the Union within the initial thirty (30) workday period. Failure of the Union to process a grievance to Arbitration within the initial thirty (30) workdays or the fifteen (15) workday extension shall render the grievance barred from further processing.

   1.2 In the event that any matter or issue otherwise subject to the provisions of this ARTICLE has been or is instituted or processed by the aggrieved employee or employees before any

federal, state, or local court or administrative agency, the provisions of this ARTICLE shall be suspended until the completion of all procedures of such court or agency, and the Laboratories shall not be liable under this Agreement for any adjustment for the period of such suspension of the Arbitration procedure. These provisions do not apply to any matter processed before any public Fair Employment Practices agency such as the Equal Employment Opportunity Commission, the New Mexico State Human Rights Division, the U.S. Department of Labor's Office of Federal Contract Compliance Programs, and other entities that deal with EEO matters.

1.3 The Laboratories shall be responsible for administrative matters such as making the hearing room arrangements and coordinating with the Arbitrator on dates and travel plans.

2. Within ten (10) workdays of receipt by Employee and Labor Relations of the Arbitration request, the responsible party (noted in paragraph 2.1 below) will request the Federal Mediation and Conciliation Service to submit a list of seven (7) regional Arbitrators, within ten (10) workdays of receipt of it, each party shall alternately strike one (1) name each until only one (1) name remains.

   2.1 For each Arbitration request, the parties will alternate requesting the Arbitration panel and paying the fee to the Federal Mediation and Conciliation Service. If either party rejects the panel, within ten (10) workdays of receipt of it, the rejecting party will be required to request the new panel and pay the additional fee. If the first list is rejected, the Arbitrator shall be selected from the second list. The selection of an Arbitrator shall follow the striking process above and occur within ten (10) working days of receipt of the second list.

3. Each referral to Arbitration shall embrace only one (1) matter in dispute, unless otherwise stipulated by agreement between the Union and the Laboratories.

   3.1 The dispute shall be heard before an Arbitrator no later than six (6) months after the Arbitration panel has been received by the requesting party. Upon mutual agreement, a one-time thirty (30) workday extension shall be granted. Failure to process the Arbitration request in the initial six (6) months or the thirty (30) workday extension, shall render the Arbitration request invalid from further processing.

4. The Arbitrator shall not have jurisdiction to arbitrate new provisions or new clauses into this Agreement, or to add to, or to modify, or to arbitrate away in whole or in part any provision of this Agreement.

   The Arbitrator's decision shall be submitted in writing and shall be binding on both parties.

5. It's the desire of both parties that the decision of the Arbitrator shall be rendered within thirty (30) calendar days when possible following the date of the last hearing conducted by the Arbitrator.

6. In no event shall the Laboratories be obligated to make any retroactive adjustment of pay for any period prior to the date the written grievance was presented at Step 2 in accordance with ARTICLE 7 (Grievance Procedure) or contrary to the provisions of ARTICLE 13 (Employee Types) if the evaluation of a job assignment is involved, or contrary to the provisions of ARTICLE 31 (Movement of Personnel).

7. Each party shall pay its own expenses incurred in preparation for the Arbitration, including payment for time and expenses of its witnesses and all its participants. Each party shall pay its own expenses incurred during the Arbitration proceedings, including payment for time and expenses of its witnesses and all its other participants. All other direct expenses, including the fees and expenses of the Arbitrator, shall be borne equally by the Union and the Laboratories.

    7.1 A transcript of all Arbitration hearings will be taken if mutually requested by the parties and the cost will be equally shared. If only one (1) party requests that a transcript be taken, the cost shall be borne by the requesting party. If the other party subsequently requests to be furnished a copy of the record, it will be provided a copy at the same cost as if the parties had equally shared the cost. Otherwise, the transcript shall be the exclusive property of the party requesting such record.

ARTICLE 9 – COMMUNICATIONS

1. The Laboratories agrees to allow the Union to communicate to its members regarding Union-sponsored announcements through mass e-mails via the Laboratories' electronic communication systems. The Laboratories' Bargaining Agent or such Bargaining Agent's delegate shall be provided a courtesy copy on email distributions. Nothing inflammatory, derogatory, controversial, or disruptive to good relations shall be contained in mass e-mails. The Union assumes responsibility for complete compliance with the provisions of this ARTICLE.

    1.1. To alleviate the Laboratories' concerns regarding storage space and system functions on their electronic communication systems, the Union agrees to limit the ability of sending mass e-mails to the full-time designee(s) and the President of the Union, or one duly designated alternate Sandia employed Union Representative when appointed in the absence of the designee(s) and President. The Union further agrees to follow all of the Corporate Procedures pertaining to the Laboratories' IT resources that apply to all Sandia National Laboratories organizations, all management elements, all SNL sites, and all Members of the Workforce.

2. The Laboratories also agrees to allow represented employees to use the Sandia Daily News in accordance with the submission guidelines applicable to all members of the workforce.

ARTICLE 10 – NONDISCRIMINATION

1. There shall be no discrimination, interference, harassment, or restraint against any employee because of membership, non-membership or legitimate activity in the Union.

    1.1. The Laboratories shall not subject any employee to prejudice, retaliation, or discrimination because of action taken by representatives of the Union in presenting grievances instituted for such employee under the provisions of this Agreement.

    1.2. Neither the Union nor its officers, members, representatives, or agents will intimidate or coerce employees into joining or continuing their membership in the Union.

2. Both the Union and the Laboratories support and promote the guidelines set forth in our Sandia

Vision. Compliance by both the Laboratories and the Union is strongly encouraged regarding the concept of Respect for the Individual. Both the Union and the Laboratories are committed to the principles of honesty, just management, fairness, a safe and healthy environment free from the fear of retribution, and respecting the dignity due everyone.

3. The Laboratories' current Core Values shall apply to all OPEIU represented employees.

4. Both the Laboratories and the Union agree that the provisions of this contract shall be applied to all employees consistent with corporate procedures regarding fostering a harassment-free and non-discriminatory workplace.

ARTICLE 11 – WORK SCHEDULES

1. The Union and the Laboratories recognize that when the nature of the work or the needs of the business require, work schedules may involve one (1), two (2), or three (3) shift operations.

2. The Laboratories shall have the right to introduce new work schedules, to make changes in the starting and stopping times of STANDARD DAILY WORK SCHEDULES, and to vary from the STANDARD WEEKLY WORK SCHEDULES, which are normally Monday through Friday. However, the STANDARD DAILY and WEEKLY WORK SCHEDULES shall not be reduced below eight (8) and forty (40) hours, respectively, without negotiating with the Union.

   2.1. Only full-time employees represented by the Union are eligible to request participation in an Alternative Work Schedules (AWS).

   2.2. Eligible employees request approval of their managers/supervisors for participation in an AWS. Managers/supervisors determine whether an AWS schedule meets the needs of the business and approve or disapprove the use of an AWS within their departments. If any other AWS is established for all non-represented employees, it shall also be established for OPEIU members in accordance with this ARTICLE.

   2.3. Notwithstanding the above, the Laboratories shall have the unilateral right to eliminate any AWS for all employees at any time, in which case the Union shall be provided thirty (30) days advance notice.

3. The Laboratories shall notify the Union in writing of new schedules and any changes or variations at least one (1) week in advance of the effective date, except when emergency situations make it impractical to do so. Negotiations with respect to such changes or revisions shall take place when requested by the Union in writing. In the event of such negotiations, the new schedule, change, or variation proposed by the Laboratories may be placed in effect pending agreement between the parties, except for proposed changes which involve reduction in the STANDARD DAILY or WEEKLY WORK SCHEDULES below eight (8) and forty (40) hours, respectively.

4. It will be the practice of the Laboratories not to deviate from the Standard Work Schedules for the purpose of discriminating against any employee or group of employees.

5. An employee who, without at least two (2) hours advance notice, is requested to work during

the regular lunch period, and who works fifteen (15) minutes or more thereof, shall be paid at STRAIGHT TIME for the regular lunch period, and shall be allowed thirty (30) minutes for lunch elsewhere within STANDARD DAILY WORK SCHEDULE.

6. When an employee is notified while at work to report for work four (4) hours or less prior to the regular starting time on a subsequent day, the employee shall be permitted to work a STANDARD DAILY WORK SCHEDULE in addition to the special hours. If requested to report for work more than four (4) hours prior to the regular starting time, the employee shall be permitted to work at least twelve (12) hours. If the employee is notified of such work assignment after leaving work, permission shall be granted to work a STANDARD DAILY WORK SCHEDULE in addition to the special hours.

7. Part-time Employment

   It is agreed that the Laboratories' part-time policy as stated in this ARTICLE will continue to apply to on roll employees represented by the Office and Professional Employees International Union with one (1) year or more CREDITED SERVICE.

   7.1. Part-time employment is available to employees. Although part-time employment is not the prevailing method of conducting business at Sandia, part-time employment may be authorized at management's discretion when the needs of the business allow.

   7.2. Definitions

   Part-time employees work a defined schedule ranging from a minimum of 20 hours per week to a maximum of 36 hours per week.

   The standard workweek for full-time employees consists of 40 hours.
   On roll refers to employees who are actively employed and on the payroll.

   7.3. Eligibility Requirements

   An employee is eligible for part-time employment if all of the following conditions are met:

   - the employee is on roll,
   - the employee is in good standing at Sandia,
   - the business needs allow,
   - the employee is working in a job which is adaptable to part-time work, and
   - the employee works a standard schedule (not 9/80).

   The final decision to grant an employee's request for part-time status remains with the employee's management.

   7.4. Duration of Part-time Employment

The anticipated duration of part-time employment (e.g., six [6] months, one [1] year, indefinite) is discussed by the employee and his/her immediate manager at the time of application and documented in the written request. Documentation of the agreed upon time period for part-time employment is provided in the confirmation memo prepared by Human Resources. Part-time status may be terminated prematurely due to the needs of the business at management's discretion.

7.4.1. Requests for Extensions

Employees requesting an extension of part-time status beyond the initially agreed upon time period are to initiate this request with their immediate line manager at least thirty (30) days prior to termination of part-time status. The employee must provide written documentation to his/her manager supporting the reason for this request. The employee's Department Manager will approve requests for extensions on a case-by-case basis, based on the needs of the business.

7.5. Weekly Work Schedules

Part-time employees work a defined schedule ranging from a minimum of 20 hours per week to a maximum of 36 hours per week.

Deviations from the employee's authorized defined work schedule may occur on a temporary basis due to the needs of the business. This determination will be made by the employee's line management and authorized by the employee's immediate line manager.

7.6. Daily Work Schedules

Daily work schedules are determined by the employee's manager.

7.7. Pay Rates

Part-time employees remain rated as they were before conversion to part-time status.

Salary rates are computed by prorating the full-time equivalent salary rates.

7.8. Reclassification/Advancement

Part-time employees have the same eligibility for reclassification, advancement, appointments, etc. as full-time employees.

8. Flexible Work Schedules

It is recognized that meeting unique or cyclical job requirements and balancing of work and family responsibilities could necessitate flexible hours specially designed to accommodate those requirements and/or responsibilities.

8.1. A flexible work schedule is a work arrangement to accommodate short-term (i.e., less than one [1] WORK WEEK) or day-to-day situations in which the start and stop times of

employees vary from the normal daily work schedule within prescribed limits set by management.

8.2. Core work hours are the work hours during which all employees must be present when a flexible work schedule is in effect. The core work hours at Sandia are 10:00 a.m. to 2:00 p.m.

9. Telecommuting

9.1. Employees will be subject to Sandia's telecommuting requirements.

9.2. Nothing pertaining to telecommuting shall be subject to Arbitration.

9.3. The Laboratories shall have the unilateral right to modify or eliminate Sandia's telecommuting policy.

10. It is agreed that grievances involving patterns or practices that violate the spirit of paragraphs 1 through 8 may be filed at Step 3 but are not subject to arbitration.

ARTICLE 12 – OVERTIME

1. General

It is recognized by both parties that the needs of the business may require overtime work (i.e., work outside the employee's STANDARD DAILY or WEEKLY WORK SCHEDULE), and that the jobs involved must be staffed by qualified employees working on an overtime basis. The amount of overtime and the schedule for working such overtime will be established by the Laboratories. Whenever possible, employees shall be given at least one (1) day's advance notification of an overtime assignment. The Laboratories, in scheduling overtime work, will distribute it as evenly as practicable among qualified employees. In determining practicability and qualifications, it is understood that the Laboratories may assign the overtime to employees normally engaged in the work involved; if otherwise, there would be a substantial impairment of efficiency, or increase in costs, or a security problem, in the performance of the work. An employee individually scheduled for overtime shall work such overtime except when, under all the circumstances, it is unreasonable to require him/her to do so.

1.1. Notwithstanding the general statement of the principle of distribution above, the Laboratories and the Union will, through designated representatives, explore the possibility and feasibility of establishing, within groups of employees, defined units of overtime distribution which, when mutually agreed, shall be followed in distributing overtime.

1.2. The Laboratories and the Union shall negotiate standards relating to overtime records, and the effect of refusals of overtime opportunities, etc., which, when mutually agreed, shall be followed in maintaining overtime records.

2. Overtime Computation

2.1 Employees covered by this Agreement will be compensated at time and one-half their STRAIGHT TIME rate of pay for all time actually worked in excess of forty (40) hours in a work week.

2.2 Hours worked beyond forty-eight (48) hours in a week are paid at two times the employee's straight time hourly rate.

2.3 Time worked on a Holiday will be paid at DOUBLE TIME AND ONE HALF in accordance with Corporate Policy. This computation results from combining pay at TIME AND ONE HALF for hours worked on a Holiday with up to eight (8) hours of Holiday Pay at STRAIGHT TIME (in accordance with Article 21).

2.4 Holiday hours paid (but not worked) will not be considered as hours worked within the standard work week.

2.5 For the purposes of computing overtime compensation, hours worked will not be pyramided, compounded or in any way paid twice.

ARTICLE 13 – EMPLOYEE TYPES

1. TIER/OAA JOBS

1.1. General

The Laboratories will classify each job assignment into one (1) of the tier/corridor slots designated from Tier 1 to Tier 5, and into the corridors of Administrative Services, Financial Management, Materials Management, or Mail Services, according to its Job Slotting Guide which evaluates Accountability and Control, Job Knowledge, Training, Business Contact, Mental Requirement, and Analysis and Judgment. Within the assigned tier/corridor slots, jobs are placed within one (1) of the sub-corridors, or occupations, into which the corridors have been divided, and are each identified by a unique job classification. There will be one (1) job description for each job classification.

JOB CLASSIFICATION TABLE FOR OPEIU

Represented Employees - Employee Types July 28, 2018

	Administrative Services	Financial Management	Materials Management	Mail Services
Tier 5	Clerical Support, 021357 Editing, 021747	Financial Management, 022948	Library, 021774 Purchasing, 021367 Classified Administrative Specialist, 023013	N/A
Tier 4	Clerical Support, 021356 Printing, 021351 Editing, 021373	Financial Management, 022947	Library, 021369 Purchasing, 021366 Property Control, 021364 Classified Administrative Specialist, 023012	N/A

Tier 3	Clerical Support, 021355 Printing, 021350 Editing, 021352	Financial Management, 022946	Library, 021368 Purchasing, 021365 Property Control, 021363	Mail Services, 022989
Tier 2	Clerical Support, 021354 Printing, 021349	N/A	N/A	Mail Services, 022988
Tier 1	Clerical Support, 021353	N/A	N/A	Mail Services, 022991

Office Administrative Assistant (021374) not in Job Classification Table

1.1.1. The Laboratories will place new jobs into the tier/corridor slots.

1.1.2. The Laboratories agrees that its Job Slotting Guide shall in no way be changed or altered during the period of this Agreement. The Job Slotting Guide used by the Laboratories in classifying work into the various corridors/tiers shall not be subject to the Grievance Procedure nor to Arbitration.

1.1.3. The Laboratories agrees that a reasonable number of copies of its Job Slotting Guide will be made readily available to the Union.

1.1.4. Whenever the Laboratories determines it appropriate to create, or restructure, or redefine the existing tiers and corridors as changes in the work may require, written advance notice will be provided to the Union.

1.2. Permanent Tier/Corridor Assignment

1.2.1. The Laboratories will use its best efforts to assign permanent tier/corridor designations to new work within sixty (60) calendar days after the completion of the development of the new process, method, or equipment applicable thereto.

1.2.2. The Laboratories shall notify the Union regarding the tier/corridor placement of all new work no later than the date it becomes effective.

1.2.3. The Laboratories shall notify the Union in writing, prior to populating any new clerical job in the Employee Types, or any new job in the excluded jobs listed in Article 1.

1.3. Pay Treatment

1.3.1. It is recognized that tier/corridor assignments are to be used as a basis for the application of wage rates.

1.3.2. In the event that the Tier designated for a job assignment is revised upward or downward for any reason, each employee working on such job assignment as of the effective date of the revision (or date of settlement in case of Union protest) shall receive pay treatment provided for a re-graded employee under ARTICLE 14 (Wages) effective as of the date the new Tier assignment is authorized for use in the Department involved (or date of settlement in case of Union protest). If a job is revised downward, the employee's pay will be adjusted per the rate

reduction allowance process in effect at ratification.

1.3.3. When the revision is upward, retroactive adjustment shall be granted for the period the employee has worked on the affected job assignment or for the period of time following when the initial Position Description Questionnaire (PDQ) is submitted with signatures to Compensation, whichever is less. In no event shall such retroactive treatment, which shall be a lump sum wage adjustment, be provided for more than twenty-six (26) weeks immediately preceding the date of revision. In case of Union protest, such retroactive adjustment shall be provided for the period from the date the Tier assignment was made, effective to the date of settlement.

1.4. Job Slotting Grievance Procedure

1.4.1. It is the intent of the Laboratories to accurately and adequately describe each job assignment and to accurately and fairly slot it according to the Job Slotting Guide. Job descriptions and job slotting assignments established for job assignments shall not be subject to protest or treatment as a Grievance or subject to Arbitration after a period of six (6) months starting with the date the job slotting assignment was made effective and documentation provided to the Union, or starting with the date the specific job assignment for which such job slotting assignment was designated was first populated, whichever is later. Although the Union has the right to protest any job during the six (6) month period specified above, the Union agrees that it will protest only such jobs on which it has substantial reason to believe that the job in question has been inadequately and inaccurately described or incorrectly slotted.

1.4.2. Protests regarding the adequacy and accuracy of the description or slotting of a job assignment which cannot be settled informally after a thorough investigation by the Union representative and the Supervisor, shall be processed as prescribed in Paragraph 1.4.3

1.4.3. Formal written protests shall be submitted by the Union by letter to the Employee and Labor Relations Organization, with copies to the Compensation Department and to the Department Manager. Each protest by the Union shall apply to a specific job assignment and shall clearly state in the written Grievance the specific reasons as to why it is felt the job is inadequately and inaccurately described or incorrectly slotted under the provisions of the Job Slotting Guide.

The Laboratories' answer shall be given to the Union within sixty (60) calendar days. Extensions may be mutually agreed upon in writing to take care of unusual cases. Protests which arise out of the application and implementation of the Job Slotting Guide and involve either (1) the adequacy and accuracy of a job description, or (2) the slotting of a job not settled within the time limits prescribed above shall be subject to ARTICLE 8 (Arbitration).

1.5. New Advanced Technology/Job Security

1.5.1 The Laboratories and the Union agree that it is to their mutual benefit and a sound

economic goal to use the most efficient equipment, processes, methods, and materials. In this way the Laboratory will be able to remain competitive and continue to provide economically secure jobs for its employees.

1.5.2 The Union shall be notified by the Laboratories as far in advance as possible on when the decision is made of any planned introduction of new equipment or processes that will have a major impact on bargaining unit members.

1.5.3 The Union will be briefed in detail on the impact of the new technology on Union members. During the briefings, the Laboratories will inform the Union of anticipated schedules of new technology introduction; estimated numbers of employees directly affected and if related training is feasible, necessary, and appropriate.

1.5.4 Whenever the Laboratories determines that employee training will be feasible, appropriate and necessary to qualify employees to perform the new or changed work resulting from new technology introduction, such training programs may include the Union's appropriate recommendations. The Laboratories shall first consider training senior employees in the department affected by new technology providing such senior employees have the ability to absorb such training and are physically qualified.

1.5.5 When existing job duties are affected by the new technology, Labor Relations will advise the Union of the necessary changes to be made; the proposed job description, appropriate classification and labor grade in accordance with the terms of ARTICLE 13, Section 1, New Job Classifications. Grievances, if any, unresolved in Step III will be certified to arbitration and shall be heard by a mutually selected arbitrator.

2. OPEIU Represented Limited Term

2.1. Term Of Employment

2.1.1. In order to meet the Laboratories' temporary staffing needs, Union represented Limited Term Employees are hired for up to four (4) years. The number of Limited Term Employees at any one (1) time, will be limited to a total of ten percent (10%) of the Bargaining Unit, with no more than six (6) in a Department. Exceptions to the limits on the term of appointment and number of Limited Term Employees in a Department can occur on an individual basis, contingent upon mutual agreement between the Laboratories and the Union.

2.2. Identification Of Limited Term Employees To Be Represented By The OPEIU

2.2.1. Limited Term Employees doing work normally performed by represented employees will be represented by the Union.

2.3. Reserved Right To Hire Contractors

2.3.1. If the required skills cannot be acquired through the Laboratories' regular hiring

program in a timely fashion, the Laboratories reserves the right to acquire temporary contractors to meet these needs.

2.4. Probationary Period

2.4.1. OPEIU represented Limited Term Employees shall be considered as probationary employees for a period of six (6) months, from the date of hire. If such employees are retained in the Bargaining Unit after the probationary period, their Seniority shall be established as of their date of hire as a Limited Term Employee, conditioned on the provision that employee is hired as a regular employee within thirty (30) days of termination of temporary status.

2.5. Testing Requirements

2.5.1. Limited Term Employees are required to meet the testing requirements, the same as represented regular employees.

2.6. Sandia Service Date

2.6.1. If a represented Limited Term Employee is hired as a regular employee (within thirty [30] days of terminating temporary status) the Sandia Service Date shall be established as of the date of hire as a Union represented Limited Term Employee.

Note: Non-continuous temporary service is not included in total term of employment. For example, if a temporary employee works at Sandia for four (4) consecutive summers and is hired as a regular represented employee at the end of the fourth (4th) summer, only the fourth (4th) summer is included in the employee's term of employment if the employee converts to regular status

2.7. Conversion To Regular Employment Status

2.7.1. A represented Limited Term Employee may participate in the internal post and bid process. If they are bidding on the job they are currently performing in their current department, they will not be required to meet the bidding eligibility timeframe requirements as laid out in Article 31, Paragraph 3.2.

2.8. Salaries

2.8.1. Salary levels will be the same as those negotiated for comparable job classifications established by the Laboratories, including step increases.

2.9. Grievances And Arbitration

2.9.1. Represented Limited Term Employees will be subject to the Grievance Procedure as defined by ARTICLE 7 (Grievance Procedure) with no appeal to Arbitration.

3. OPEIU Representation Of General Clerical Students

3.1. It is not the intent of the Laboratories for all students to perform work normally performed by the Union represented employees while they continue their student status in high school or college. Students are not hired to do the full scope of any Union represented job, but may assist Union represented employees. While attending classes, students work ten to twenty-five (10-25) hours per week. During school breaks students are permitted to work up to forty (40) hours per week.

3.2. Identification Of General Clerical Students To Be Represented By The Union

3.2.1. Students who are classified as non-regular general clerical, and who are performing work normally performed by the Union represented employees will be represented by the Union subject to the provisions of this Agreement or they will be removed from such a position. Students performing work only between the months of May and August shall be exempt from this agreement.

3.3. Union Security - Agency Shop: Article 42

3.3.1. A represented non-regular general clerical student will pay a Union dues/agency fee in an amount determined by the Union. The Union will be notified electronically when a represented non-regular general clerical student is hired or terminated.

3.4. Probationary Period

3.4.1. Represented non-regular general clerical students shall be considered as PROBATIONARY EMPLOYEES for the duration of their non-regular assignment. They will be required to maintain all standards established to remain in the program and adhere to all requirements of the Student Internship Program

3.5. Conversion To Regular Employment Status

3.5.1. Represented non-regular general clerical students will be allowed to participate in the internal post and bid process while on-roll without being required to meet the bidding eligibility timeframe requirements as laid out in Article 31, Paragraph 3.2. Their participation and performance as a represented non-regular general clerical student will be taken into consideration.

3.6. Bargaining Unit Seniority

3.6.1. If a represented non-regular general clerical student is hired as a regular represented employee they will not be given Bargaining Unit seniority for their time as a represented non-regular general clerical student.

3.7. Term Of Employment

3.7.1. If a represented non-regular general clerical student is hired as a regular represented employee within thirty (30) days of terminating temporary status, they will be given credit for the total term of employment during their non- regular status, without respect to the length of previous service.

Note: Non-continuous temporary service is not included in total term of employment. For example, if a temporary employee works at Sandia for four (4) consecutive summers and is hired as a regular represented employee at the end of the fourth (4th) summer, only the fourth (4th) summer is included in the employee's term of employment, if the employee converts to regular status.

3.8. Benefits Limitations

3.8.1. Represented non-regular general clerical students may participate in the Laboratories sponsored benefits plans that are currently offered for non-bargaining unit students, including the Employee Assistance Plan (EAP), on the same-basis as those plans are currently offered to non-bargaining unit students.

3.9. Health Promotion Program And Credit Union

3.9.1. Represented non-regular general clerical students are provided with access to Sandia's Health promotion program and credit union membership. They are eligible to participate in these Sandia programs from their first day of employment.

3.10. Grievances And Arbitration

3.10.1. Represented non-regular general clerical students will be subject to the Grievance procedure as defined by the contract with no appeal to Arbitration. Appeals will be made to a review panel made up of a representative from Human Resources, the Union International, and an outside neutral party agreed to by Sandia and the Union International. The panel will conduct an informal hearing and their decision shall apply only to the instant Grievance, and it shall not constitute a precedent for other cases or Grievances.

3.11. Salaries

3.11.1. Effective November 12, 2021 the Laboratories will classify represented non-regular general clerical student positions salary levels as follows:

Level	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
High School	$10.50	$11.50	$12.00
High School Graduate (<12 hrs. college credit)	$10.75	$11.75	$12.10
College Freshman	$11.40	$11.90	$12.25
College Sophomore	$12.85	$13.35	$13.70
College Junior	$13.55	$14.05	$14.40
College Senior	$14.25	$14.75	$15.10

In accordance with applicable minimum wage laws, adjustments to these rates will be made as required.

ARTICLE 14 – WAGES

1. Wages

   1.1. Effective November 12, 2021, September 30, 2022, and September 29, 2023, respectively, the hourly BASE RATE of each employee on the active payroll as of that date shall be increased according to the rate schedules in Paragraph 2 below, based on the employee's applicable Tier or OAA designation.

2. Rate Schedules

   The following tables detailing hourly "start," "step," and "job" rates shall be effective:

   November 12, 2021

Hourly Base Rate					
2021	**Tier 1**	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**
Start Rate	$18.92	$20.99	$ 24.31	$26.60	$29.60
Step 2	$19.30	$21.37	$ 24.69	$26.98	$29.98
Step 3	$19.68	$21.75	$ 25.07	$27.36	$30.36
Step 4	$20.06	$22.13	$ 25.45	$27.74	$30.74
Job Rate	$20.45	$22.52	$ 25.84	$28.13	$31.13

2021	OAA
Start Rate	$24.31
Step 2	$24.75
Step 3	$25.19
Step 4	$25.63
Step 5	$26.07
Step 6	$26.51
Step 7	$26.95
Job Rate	$27.37

September 30, 2022

Hourly Base Rate					
2022	**Tier 1**	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**
Start Rate	$19.30	$21.41	$24.80	$27.13	$30.19
Step 2	$19.69	$21.80	$25.19	$27.52	$30.58
Step 3	$20.08	$22.19	$25.58	$27.91	$30.97
Step 4	$20.47	$22.58	$25.97	$28.30	$31.36
Job Rate	$20.86	$22.97	$26.36	$28.69	$31.75

2022	OAA
Start Rate	$24.80
Step 2	$25.25
Step 3	$25.70
Step 4	$26.15
Step 5	$26.60
Step 6	$27.05
Step 7	$27.50
Job Rate	$27.92

September 29, 2023

Hourly Base Rate					
2023	**Tier 1**	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**
Start Rate	$19.88	$22.05	$25.54	$27.94	$31.10
Step 2	$20.28	$22.45	$25.94	$28.34	$31.50
Step 3	$20.68	$22.85	$26.34	$28.74	$31.90
Step 4	$21.08	$23.25	$26.74	$29.14	$32.30
Job Rate	$21.49	$23.66	$27.15	$29.55	$32.70

2023	OAA
Start Rate	$25.54
Step 2	$26.00
Step 3	$26.46
Step 4	$26.92
Step 5	$27.38
Step 6	$27.84
Step 7	$28.30
Job Rate	$28.76

3. Classified Administrative Specialist (CAS) Tier IV and Tier V Differential Pay, and Alternate Pay

   A five percent (5%) BASE PAY differential will be paid to incumbents on the Materials Management Classified Administrative Specialist Tier IV and Tier V jobs for the duration of the Tier CAS assignment. This differential is not included in overtime calculation.

   CAS alternates who do not receive the 5% base pay differential or OAA CAS stipend (See Paragraph 4 below) and fill in temporarily for an absent primary CAS will receive an additional $1.75 per hour while providing this temporary coverage (temporary coverage not to include breaks or lunch).

4. OAA Document Control Station Custodian's Stipend

   The following establishes a program to reward OAA Document Control Station (DCS) Custodians.

   Only Classified Document Control Custodians assigned to specific classified document control station(s) for the duration of the month will receive a $140.00 stipend in the first full payroll period check of the following month.

5. OAAs hired into FIE positions and working inside a SCIF full-time will receive a 10% base adder for all hours paid.

6. OAAs may fill in temporarily for non-represented secretaries on a voluntary basis. In such cases they will receive an additional $2.50 per hour while providing the temporary coverage even if not asked to perform any non-represented secretary duties with a minimum of three (3) hours pay. Should all OAAs within a center refuse the temporary assignment, the Laboratories may solicit other OAAs from within the Division. There will be no reprisal for accepting or rejecting this temporary assignment.

7. Progression/Step Increases

   During the term of this Agreement, each employee whose BASE RATE is below the job rate of his/her Tier or OAA designation shall be increased in accordance with the following provisions:

   7.1. A progression/step increase shall be given semiannually to each employee whose BASE RATE is below the job rate for the applicable Tier or OAA designation, provided such employee has been assigned to the Tier or OAA designation at least eight (8) weeks prior to the scheduled progression/step increase date. Such progression/step increases shall be effective on the second Friday in April and the second Friday in October. The amount of such increase shall be calculated by dividing the difference between the applicable start rate and job rate by four (4). The amount of any remainder resulting from such division will be added to the last such increase scheduled in accordance with this paragraph.

   7.2. The BASE RATE resulting from the increase provided for in Paragraph 7.1. above

shall in no event result in a BASE RATE in excess of the job rate for the employee's Tier.

8. Transfer Without Change in Tier

An employee transferred without change in Tier level shall receive no change in the BASE RATE.

9. Upgrading

9.1. When an employee is upgraded, the BASE RATE shall be adjusted as follows, except that in no case shall the new BASE RATE be less than the start rate nor shall it be increased above the job rate of the Tier to which the employee is upgraded.

9.1.1. An employee upgraded one (1) Tier shall receive a minimum increase of $25.00 per week in BASE RATE.

9.1.2. When an upgrading involves more than one (1) Tier, the increase an employee shall receive shall be determined on the basis that the employee has moved from the old Tier to the new Tier, one (1) Tier at a time.

9.2. An employee may be placed on higher Tier work for a trial period in which case he/she will be upgraded when it is determined by the Laboratories that the employee can satisfactorily perform the higher Tier work. The trial period shall not exceed thirty (30) workdays unless extended through negotiation with the Union Officials. This provision shall not preclude upgrading an employee immediately upon transfer to higher Tier work when a trial period is deemed by the Laboratories to be unnecessary.

10. Downgrading

10.1. Due to lack of work

10.1.1. When an employee is downgraded and the BASE RATE prior to downgrading is at or above the job rate of the Tier to which downgraded, the employee shall be assigned the job rate of the lower Tier as the BASE RATE.

When an employee is downgraded and the BASE RATE prior to downgrading is below the job rate of the Tier to which downgraded, the employee shall be assigned a BASE RATE which is equitable in comparison with the BASE RATES of other employees of comparable service, experience, and ability in the same Tier to which downgraded, but not in excess of the employee's BASE RATE prior to downgrading.

10.2. Other

10.2.1. When an employee is downgraded and returned to a former job as a result of the conclusion of a temporary upgrading, when the employee has been notified at the time of upgrading that he/she would return to a former job status at the

termination of an employee's temporary upgrading (less than three [3] months), incompetency or at the employee's request, the employee shall thereupon receive the BASE RATE the employee would have received had he/she been continuously classified in the lower Tier.

10.2.2. When an employee is downgraded due to infractions of Laboratories rules or improper conduct, the BASE RATE of such employee shall be determined by the Laboratories; however, in no case shall the new BASE RATE be less than the start rate of the Tier to which the employee is downgraded.

11. General

11.1. An employee on the regular roll but absent (other than paid vacation absence) on the effective date of an increase provided for in Paragraphs 1 and 2 of this ARTICLE shall, if otherwise eligible, receive the increase effective only on and after return to active duty.

11.2. The Laboratories may hire an employee above the start rate of the job assignment.

11.3. When an employee is temporarily assigned to higher Tier work, he/she shall receive pay treatment for an upgraded employee under the provisions of Paragraph 9.1 of this ARTICLE. It is understood that if an employee, regardless of the circumstances, has been temporarily upgraded to a job which is later filled under the posting procedures set forth in Paragraph 3 of ARTICLE 31(Movement of Personnel), the experience gained through performance on that job while temporarily upgraded will be used in the selection.

11.4. If the Union, within ten (10) workdays after the effective date of any action taken under the provisions of Paragraphs 10.1, 10.2, or 11.1 of this ARTICLE, or the date of notification given to the Union of such action, objects to the action, such claim may be processed in accordance with the provisions of ARTICLE 7 (Grievance Procedure) and ARTICLE 8 (Arbitration). The claim may be processed, provided, however, that in the event of Arbitration, the authority of the Arbitrator shall be further limited to a determination of whether the Laboratories acted in an arbitrary manner or in a discriminatory manner prejudicial to the Union's interests.

12. Wage Data furnished to the Union

The Laboratories shall furnish the Union written notice of the following:

12.1. On or before the effective date of the action, the names and rates of pay of employees downgraded under Paragraphs 10.1 and 10.2. above.

12.2. Once each month, the name, effective date, and rate of pay of employees hired at a rate above the start rate of the job assignment under Paragraph 11.2 above.

12.3. Sixty (60) calendar days prior to September 22, 2021, and sixty (60) calendar days prior to any subsequent anniversary date, the Laboratories, on request of the Union, will furnish the following data for every employee in the bargaining unit as of the nearest payroll period:

- name,

- organization,
- occupational code number,
- tier or OAA Designation, and
- BASE RATE.

ARTICLE 15 – PAYMENT OF WAGES

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

ARTICLE 16 – CALLED-IN EMERGENCY

1. When an employee is called during off time to report for a work assignment outside the STANDARD DAILY or WEEKLY WORK SCHEDULE, it shall be considered a called-in emergency. However, when an employee is requested to remain late for work or when, prior to leaving work, an employee is requested to report for work on a subsequent day at either standard or nonstandard starting time, it shall not be considered a called-in emergency. An employee shall not be required to stand by for a call back to work after the termination of regular shift.

2. When an employee is required to make extra trips from residence to place of work and return as a result of a called-in emergency, the employee shall be paid for reasonable time spent traveling, both ways. When the called-in emergency does not require extra trips but does involve reporting earlier than the starting time of the STANDARD DAILY WORK SCHEDULE, reasonable traveling time shall be paid for the trip from residence to place of work.

3. Total payment for time worked on a called-in emergency, including pay for traveling time as specified in Paragraphs 1 and 2 above, shall not be less than four (4) hours pay at STRAIGHT TIME. However, if the provisions of ARTICLE 12 (Overtime) apply, the total payment for such time worked including traveling time shall be at the applicable rate but shall not be less than four (4) hours pay at STRAIGHT TIME.

4. Management may determine there is a need to mandate that an employee or a set of employees be on-call for a specified period. In such cases, the applicable corporate procedure regarding on-call pay shall be followed.

ARTICLE 17 – MINIMUM PAY ALLOWANCE

1. An employee who reports at a designated starting time for scheduled work not involving a called-in emergency and who has not been given at least twelve (12) hours advance notice not to report shall be given at least four (4) hours work or paid a minimum of four (4) hours at STRAIGHT TIME.

2. The minimum payment provisions of Paragraph 1 above shall not apply in cases where the Laboratories' inability to provide work is due to conditions beyond the control of the Laboratories or where an employee is sent home for disciplinary reasons.

ARTICLE 18 – SHIFT PREMIUM

1. Employees on night shifts (those whose STANDARD DAILY WORK SCHEDULES fall wholly or in part between 6:00 p.m. and 6:00 a.m.) shall be paid a premium for all time worked between 3:00 p.m. and 8:00 a.m. on such shifts.

2. If more than half of the STANDARD DAILY WORK SCHEDULE falls after 11:00 p.m., the premium shall be $1.00 per hour; otherwise it shall be $.80 per hour.

ARTICLE 19 – RECOGNITION AWARDS

Managers may recognize significant contributions an employee has made as either part of a team with other employees or individually to the success of the Laboratories' programs.

Such awards are presented at the discretion of management and will not be subject to the provisions of ARTICLE 7 (Grievance Procedure), or ARTICLE 8 (Arbitration).

Employees who believe themselves inappropriately excluded from actual team awards, may bring these to the attention of the award originator for inclusion consideration, in writing, with supporting reasoning, within ten (10) days of initial award. Any reconsideration decision by the award originator will be communicated to the requesting employee. Such decisions are final.

ARTICLE 20 – VACATIONS

1. Credit Accrual

   There are twenty-four (24) vacation accrual periods in a fiscal year. Vacation credits are earned and posted twice-monthly. An employee must be in active status on the accrual date in order to earn the vacation credit for that period. If changes between full-time and part-time status are completed prior to the accrual end-date, the twice-monthly eligibility is based on the status as of the accrual date.

   1.1. Employees hired after September 30, 1993, shall be credited with vacation accrual in accordance with the following schedule:

*Years of Service	Vacation Credit Accrual Rate
Less than 10	10 hours per month (5 hours twice-monthly)
10 but less than 15	12 hours per month (6 hours twice-monthly)
15 but less than 20	14 hours per month (7 hours twice-monthly)
20 or more	16 hours per month (8 hours twice-monthly)

*Years of Service is defined as Service at half-time or more.

Regular employees scheduled to work twenty (20) to thirty-six (36) hours per week, accrue credit at a proportionate ratio per work schedule.

1.2. Through FY2024 regular full-time employees, whose term of employment is ten (10) years or more, are eligible for the entire FISCAL YEAR's vacation accrual on October 1 of the FISCAL YEAR. Vacation accrual is posted twice-monthly subject to the two hundred forty (240) hours maximum.

2. Borrowing Vacation

2.1. Regular employees may borrow up to forty (40) hours of vacation at any point in time.

2.2. Employees may borrow in fifteen (15) minute increments.

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

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

3. Scheduling Vacations

3.1. Vacations shall be scheduled in accordance with the employee's wishes to the extent consistent with the needs of the business and subject to the approval of management, giving due consideration to SENIORITY. Vacations shall not be taken in less than fifteen (15) minute increments.

3.2. Each employee should take sufficient vacation so that the unused vacation balance does not exceed two hundred forty (240) hours, minus their twice-monthly accrual, at any given time.

3.3. When the accumulated balance equals two hundred forty (240) hours, vacation will cease to accrue until vacation is used and the balance is reduced to less than two hundred forty (240) hours. To ensure that employees do not forfeit their vacation accruals, the Vacation Accrual Calendar is made available on the Internal Web.

3.4. When an employee's vacation includes a paid-for holiday, the holiday is charged in lieu of vacation.

3.5. When an employee is unable to begin or complete a vacation due to illness, the absence may be charged to sickness absence. Regular vacation is not permitted immediately following sickness absence without the prior approval of the Employee Health Services organization and the employee's manager.

3.5.1. The charging of sickness absence as provided in Paragraph 3.5 shall be subject to the employee's having furnished, within fifteen (15) consecutive calendar days from the beginning of the illness, a Physician's Certificate of Injury / Illness

(PCII) acceptable to the Laboratories' Employee Health Services organization showing satisfactory evidence of inability to have been able to work during the entire period.

3.5.2. Vacation rescheduled as provided therein shall be taken after the employee has been approved to return to full-time duty by a Laboratories physician. In special circumstances and upon request of the employee, the Laboratories, through the Employee Health Services organization, may permit the employee to take such rescheduled vacation after recovery from the personal sickness or injury but before returning to full-time duty.

3.6. In the event a death occurs in the immediate family of an employee while the employee is on scheduled vacation, the employee may, upon request and with notification to the employee's supervisor, reschedule the remaining portion of such scheduled vacation. The employee may be granted absence in accordance with Paragraph 5 of ARTICLE 22 (Pay Treatment for Absences).

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

3.7.1 Employees may use vacation in lieu of sick, convertible vacation in lieu of sick, or purchased vacation in lieu of sick in conjunction with Sickness Absence after Sickness Absence benefits are exhausted.

Employees charging Vacation in Lieu of Sickness Absence have the same responsibilities as employees charging Sickness Absence.

3.8. Convertible vacation balances will be eliminated effective March 24, 2023 and any balance remaining as of that date will be paid out as a lump sum on the March 30, 2023 paycheck or at the employee's request by or before March 24, 2023 it will be paid out as lump sum at the employee's separation.

4. Computation of Vacation Pay

Vacation pay (other than terminal) shall be computed at STRAIGHT TIME based on the employee's BASE RATE and working schedule (excluding overtime) in effect during the vacation absence.

5. Vacation Pay for Employees Upon Termination of Employment

5.1. Terminal vacation pay in lieu of unused accrued credits shall become payable to an employee upon termination of employment.

5.2. Through FY 2024 an employee with ten (10) years or more CREDITED SERVICE shall be granted, as of the last day worked, the vacation credits which would otherwise be accrued during the balance of the current FISCAL YEAR.

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

date of termination.

6. The Vacation Donation Plan (VDP) is an employee-paid plan and is optional. This Plan allows employees the possibility of paid leave time during a qualifying emergency that would otherwise cause the employee to be away from work and not be paid.

   6.1. Eligibility

   All regular full-time and part-time Union represented employees, with at least six (6) months of service, are eligible to participate. Limited term represented employees are also eligible. Other temporary Union represented employees, such as students, are not eligible.

   6.2. Qualifying Emergency:

   - medical emergencies of an eligible employee's immediate family* member,
   - called to active military service, and
   - the post-funeral matters related to the death of an immediate family member not paid for under the appropriate Labor Agreement.

     *An employee's immediate family shall be considered the employee's spouse, children, parents, siblings, grandparents, grandchildren, father-in-law, mother-in- law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-children, foster children, step-parents, foster parents, and any relative who is a dependent of the employee.

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

   - Vacation,
   - Personal Absence,
   - Paid Family Leave,
   - Subject to paragraph 1.3, employees with less than ten (10) years must exhaust current balance; Employees with more than ten (10) years must exhaust projected FY available balance,
   - Subject to paragraph 3.8, convertible vacation,
   - purchased vacation, and
   - Military training (if the qualifying emergency is the employee being called to active military service).

   6.4. Donated vacation can be used only by NTESS employees as described above.

No more than one hundred sixty (160) hours can be received during a FISCAL YEAR. (Employees called to active military service may receive up to five hundred (500) hours per tour of duty.) There will be no exceptions to this maximum. Donated vacation MUST be used for "Qualifying Emergencies" only and does not have to be used consecutively, but may be used on an intermittent basis for the same qualifying emergency. Donated vacation may not be used retroactively for any days already taken without pay and may not be received, or used after the medical emergency ends, or after the post-funeral matters have been handled. Minimum donation request is eight (8) hours.

6.5. Approved usage of vacation donation will be paid at 70% of base rate with the exception of Military vacation donation, which will be paid at 100% of base rate.

6.6. Applicant's manager will notify the Human Resources team of the situation. The applicant's manager, or applicant, will complete the application and forward it to Human Resources. The application will be reviewed and decision to approve or deny will be made by Human Resources after all facts are considered and Leave balances have been verified. The applicant and their manager will be notified by Human Resources of approval or denial and reason. If approved, the applicant will be directed on how to charge hours to the Vacation Donation pool.

6.7. Employees are responsible for:

- appropriate use of "vacation donation,"
- obtaining manager approval prior to applying for, or using donated vacation, and
- ensuring that transactions on the timecard are accurate, appropriate, and consistently recorded.

7. Vacation Buy Plan

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

7.2. A minimum of eight (8) hours up to a maximum of eighty (80) hours in one-hour increments may be purchased on a pre-tax basis. The cost of each vacation hour is the employee's BASE RATE as of the time of election.

7.3. Unused purchased vacation hours will not be carried into the next calendar year and will be sold back in the last paycheck in December at the same rate as purchased. Due to the pre-tax status of this plan, no corrected timecards containing purchased vacation may be submitted after the last timecard that is paid in the current year.

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

7.5. If an excused personal absence (per ARTICLE 22 [Pay Treatment for Absences] Paragraph 6) does not cross calendar years, any contributions missed will be made up

upon returning from the absence. If an excused personal absence does cross calendar years, contributions to the Vacation Buy Plan end. For any Leave of Absence greater than thirty (30) days, contributions to the Vacation Buy Plan end. Purchased vacation hours not used will be sold back or if vacation hours are used and not paid for, the employee will be responsible for reimbursing Sandia National Laboratories at the same rate as purchased.

7.6. Upon termination or retirement, purchased vacation hours not used will be sold back or if vacation hours are used and not paid for, the employee will be responsible for reimbursing Sandia National Laboratories at the same rate as purchased.

7.7. Employees are responsible for:

- appropriate use of purchased vacation charging,
- obtaining manager approval prior to scheduling vacation, and
- ensuring that transactions on the timecard are accurate, appropriate and consistently recorded.

ARTICLE 21 – HOLIDAYS

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

Memorial Day	Independence Day	Winter Shutdown *
Labor Day	Thanksgiving Day	Juneteenth

* Winter Shutdown shall be six (6) STANDARD DAILY WORK SCHEDULES beginning with the day observed as Christmas Day and ending with the day observed as New Year's Day. If Christmas Day falls on Tuesday, the Laboratories may, by notifying the employees and the Union on or before March 1, designate Monday of that week as a non-workday. Likewise, if New Year's Day falls on Thursday, the Laboratories may designate Friday of that week as a non-workday. Actual dates of Winter Shutdown are reflected on the holiday schedule available on the Internal Web.

2. When a holiday specified in Paragraph 1 above falls on Sunday (or for an employee whose STANDARD WEEKLY WORK SCHEDULE is other than Monday through Friday, on the DAY IN LIEU OF SUNDAY), the first following day within the employee's STANDARD WEEKLY WORK SCHEDULE shall be observed as the holiday.

3. When a holiday specified in Paragraph 1 above falls on Saturday, the preceding Friday shall be observed as the holiday.

4. The holiday period shall be the calendar day observed as the holiday, except for shifts crossing midnight, in which case it shall be the twenty-four (24) hour period beginning with the regular starting time on the calendar day observed as the holiday.

5. When, due to the observance of a holiday within an employee's STANDARD WEEKLY WORK SCHEDULE, the employee is not scheduled to work, the employee shall receive a holiday allowance not to exceed eight (8) hours at STRAIGHT TIME for time not worked during the STANDARD DAILY WORK SCHEDULE. The employee shall receive such holiday allowance provided he/she receives pay from the Laboratories for all or part of either the scheduled workday preceding the holiday, or the scheduled workday following the holiday, and any absence from scheduled work on either or both such days is excused by the Laboratories. (Vacation Accrual Calendar available on the Internal Web.)

   5.1. Part-time employees receive hours on pro-rated basis.

6. An employee who is scheduled to work on a holiday observed within the STANDARD WEEKLY WORK SCHEDULE but who is absent shall charge the allotted holiday allowance, except that subject to the provisions of Paragraph 5 above, holiday allowance shall be paid:

   6.1. Provided absence from work on the holiday is due to sickness or accident sustained otherwise than in the course of employment, and such absence is substantiated by a Physician's Certificate of Injury / Illness acceptable to the Laboratories and received in Medical within fifteen (15) consecutive calendar days from the beginning of the absence for review. Extensions may be granted for unusual cases by mutual agreement between the Laboratories and the Union.

   6.2. For the portion of the STANDARD DAILY WORK SCHEDULE not worked, in the event that while at work on the holiday the employee is sent home by the Laboratories because of sickness or injury.

7. Effective November 11, 2021, when, due to the observance of a holiday within an employee's ALTERNATIVE WORK SCHEDULE (AWS) the number of hours charged as holiday will be eight (8) hours (as noted in paragraph 5), with the remaining scheduled work hours charged to vacation on the day which the holiday is observed. If an observed holiday falls on the employee's Friday scheduled off, the previous Thursday or the following Monday may be observed as the holiday with supervisor approval, subject to the needs of the business, or the holiday may be banked for use before the end of the pay period otherwise the hours will be added to the vacation balance subject to the below process. Note: The maximum CALENDAR YEAR total eligibility for Holidays is eighty-eight (88) hours. On a bi-weekly basis if holiday time is negative, the balance will be withdrawn from the vacation accruals. If the holiday balance is positive, the balance will be added to vacation and deducted from the holiday balance to bring the holiday balance to zero (0). The Laboratories will add eight (8) hours to the eligible employee's holiday balance for each holiday as it occurs, and the employee will charge the full absence.

   7.1. Employees may not choose to work on a holiday if not directed to do so by management. If an employee is required to work on the holiday, the employee will be paid in accordance with Article 12. When a holiday falls on Saturday, it will be observed on Friday. When a holiday falls on Sunday, it will be observed on the following Monday. In no case is it intended that the ALTERNATIVE WORK SCHEDULE, in and of itself, cause the payment of overtime, unless at the direction of management due to the needs of the business.

ARTICLE 22 – PAY TREATMENT FOR ABSENCES

1. General

   1.1. Before an employee is granted absence with pay under any of the provisions of this ARTICLE, the employee shall submit satisfactory evidence to substantiate the reason for such absence.

   1.2. It is recognized that there shall be no duplication of payment by the Laboratories for the same period of absence under the provisions of any agreement between the parties.

2. Jury Duty and Other Court Attendance

   An employee summoned for jury duty or to serve as a witness (not as a plaintiff or defendant) in a court case which necessitates absence from assigned Laboratories duties within a STANDARD WEEKLY WORK SCHEDULE shall be granted pay at STRAIGHT TIME for such absence. Such an employee shall report for regular duties while excused from such attendance in court unless it is impossible or unreasonable to do so.

3. Service as Judges and Clerks of Election

   An employee appointed to serve as a judge or a clerk of election in a national, state, or municipal election which necessitates absence from assigned Laboratories duties within a STANDARD WEEKLY WORK SCHEDULE may be excused for such absence, consistent with the needs of the business. When so excused, the employee shall be paid for such absence the amount, if any, by which the employee's pay at STRAIGHT TIME exceeds the compensation received for such election board service.

4. Voting Time

   An employee, who is a registered voter, shall, upon request, be granted reasonable time off from assigned Laboratories duties to vote on the day of the election in a national, state, municipal, affiliated political party caucus, or tribal election and shall be paid at STRAIGHT TIME for such time lost not to exceed two (2) hours within a STANDARD DAILY WORK SCHEDULE.

   The employee shall arrange with supervision to take such time off at a time when the polls are open and when it will least interfere with the operation of the business.

5. Personal Absence

   With the discretion and approval of the immediate manager, employees may charge up to forty (40) hours of Personal Absence per fiscal year, in fifteen (15) minute increments, for absences due to:

   - death in the immediate family*,

- attending the funeral of a close relative,
- incidental family care* (to care for an ill family member and/or to attend a medical or dental appointment for a family member that cannot be scheduled outside of work hours),
- legally required paid time off,
- employee appointed tribal officer activities (hours limited with advanced approval in accordance with corporate policy on community service and government service), and
- employee volunteer firefighter activities (hours limited with advanced approval in accordance with corporate policy on community service and government service).

*An employee's immediate family shall be considered the employee's spouse, children, parents, siblings, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-children, foster children, step-parents, foster parents, and any relative who is a dependent of the employee.

5.1. Provided an employee has sufficient hours of Personal Absence, they shall be entitled to charge up to forty (40) hours of leave upon a death in his/her immediate family. In no case will the employee exceed forty (40) hours of Personal Absence in any one FISCAL YEAR.

6. Unpaid Excused Absences

6.1. It is recognized that vacation, personal absence, and holiday absences already account for a significant amount of available working time and, therefore, additional absences, other than personal sickness or those legally required, should be minimized. Accordingly, the following principles will be applied to requests for excused, unpaid absences:

6.1.1. The absence must be for a reason satisfactory to the supervisor and the employee's absence will not interfere with the efficient operation of the business. Excused, unpaid absences should normally be limited to circumstances such as the following:

- medical or dental appointment,*
- eye examination,*
- illness in the employee's household,*
- legal matters,*
- court attendance as a plaintiff or defendant,*
- funeral of a close friend or relative, or*
- business matters with commercial establishments or governmental agencies

which cannot be taken care of outside working hours.

*__Note__: These circumstances will be considered excused, unpaid absences only if the employee has exhausted all personal absence, eligible personal sickness absence, and eligible Paid Family Leave (as applicable to the situation), in addition to exhausting vacation credits in accordance with Paragraph 6.2. Example: An employee has exhausted all paid sickness absence and vacation credits but needs to attend a critical dental appointment which cannot be scheduled outside of his/her work hours. In this situation, the individual would not be required to have exhausted all personal absence hours (since personal absence cannot be used for the employee's own medical/dental appointments) in order to request unpaid excused absence in accordance with the provisions of Paragraph 6.

6.2. Any excused absence which is fifteen (15) minutes or more up to and including eight (8) hours may be charged to unpaid excused absence if the employee has exhausted all vacation credits or vacation has been previously scheduled. With management approval, employees may charge up to one hundred sixty (160) hours in a FISCAL YEAR to unpaid excused absence. Up to sixteen (16) hours may be approved by a Team Supervisor, seventeen (17) to eighty (80) hours may be approved by a Department Manager, and eighty-one (81) to one hundred sixty (160) hours may be approved by the Director.

6.3. Unpaid excused absences will not be granted for activities of a purely personal or social interest. The present liberal vacation plan provides ample opportunity under the provisions of Paragraph 3.1 of ARTICLE 20 (Vacations) for scheduled absences for such activities.

6.4. The use of unpaid excused absence shall not affect in any way the charging of sickness absence or personal absence.

7. Community & Government Service Time Off

7.1. Employees are eligible for time off with pay to participate in Corporate Sponsored Community and Government Service activities in accordance with the Laboratories' policy. Usage of time must be approved in advance by an employee's Manager and the Community Involvement Manager, and/or Government Relations Department or delegate(s).

7.2. Eligible Activities per corporate policy which currently include:

- Time spent on local K-12 education activities providing direct academic support including literacy, mentoring, science, technology, engineering, and math.

- Limited paid time off for specific government service, as approved by Government Relations.

  - In accordance with paragraph 5, this approved time off will first decrement from personal absence, if available, prior to utilizing additional time as an appointed tribal official or volunteer firefighter (or other eligible activities and subject to

modification) in accordance with corporate policy.

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

ARTICLE 23 – PAYMENT FOR ABSENCE DUE TO PERSONAL SICKNESS

1. General

1.1. The employee shall notify his/her supervisor by the beginning of the work schedule on the first day of absence when sick and unable to work. Whenever practicable, such notification will be made personally by the employee to the supervisor. During the balance of the illness, the employee will keep his/her supervisor informed on a frequent basis, normally every other workday, or as instructed by the supervisor.

1.2. A Physician's Certificate of Injury / Illness (PCII) acceptable to the Laboratories' Employee Health Services organization shall be presented in all cases of sickness absence of five (5) consecutive scheduled workdays or more, exclusive of Saturdays, Sundays and holidays, or hospitalization or surgery, certifying that the employee was under the appropriate health care provider's care and was unable to work in any capacity during the period of absence. This certificate must be received by the Employee Health Services organization within fifteen (15) consecutive calendar days after the first day of absence and, on lengthy absences, additional PCIIs, acceptable to the Laboratories' Employee Health Services organization, shall be required periodically as determined by the Employee Health Services organization.

1.3. The Laboratories may require the employee to furnish an acceptable Physician's Certificate of Injury / Illness (PCII) for sickness absence of less than the limits in Paragraph 1.2 of this ARTICLE if deemed appropriate by the Employee Health Services organization. In such a case, the employee will be notified of the requirement.

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

1.5. Failure to submit a Physician's Certificate of Injury / Illness (PCII) acceptable to the Laboratories' Employee Health Services organization within fifteen (15) consecutive calendar days from the beginning of the absence, when required to do so, may result in denial of benefits.

1.6. All provisions of ARTICLE 23 of the General Agreement remain applicable except that time charged for absences, will be the appropriate STANDARD DAILY WORK SCHEDULE (example: nine [9] hours for Mondays through Thursdays and eight [8] hours on Fridays the employee is scheduled to work if on a 9/80 AWS.)

2. Payment for Absence

2.1. An employee absent because of personal sickness or to attend medical/dental appointments for themselves shall receive up to 1,040 hours, less any previously paid benefit. Of the 1040 hours, the first 240 hours shall be paid at 100% of the employee's Base Rate, with the remaining 800 hours paid at 70% of the employee's Base rate.

Notes:

- Usage of Sickness Absence hours will decrement in the order listed above and will be restored based in the provisions of Article 23, Paragraph 2.2.
- Hours are prorated for regular PART-TIME EMPLOYEES.

2.2. Eligibility to the Period of Payment specified in Paragraph 2.1 above shall be restored in full only after the employee has worked his/her STANDARD DAILY and WEEKLY WORK SCHEDULE for a period of ninety (90) consecutive calendar days and has charged no personal sickness absence (including any TRC in lieu of/attributable to sickness), injury time, or Paid Family Leave. This period shall start with the day the employee returns to work on a full-time or part-time schedule following the absence. In computing such period of ninety (90) consecutive calendar days, there shall be included all full-time worked and all time absent for the following reasons:

- Saturdays and Sundays,
- holidays and Energy Conservation Day,
- vacations,
- absences per ARTICLE 22 (Pay Treatment for Absences), excluding unpaid excused sickness absence, and per ARTICLE 26 (Peacetime Training and Local Emergency Service with the Armed Forces),
- temporary interruptions of service (see definitions of LAYOFF in ARTICLE 3 [Definition of Terms]), or
- absence for any other reason except personal sickness absence due to sickness or injury or Paid Family Leave.

2.3. Until an individual restores sickness absence eligibility per Paragraph 2.2 above, new sickness absence periods will be paid the remaining unused portion according to Paragraph 2.1 above.

2.4. The Union recognizes that these benefits are currently aligned with the personal sickness absence benefits provided to non-bargaining unit employees. In the event that the Laboratories makes a decision to modify these benefits, the Union will be notified at least sixty (60) days in advance of the implementation of such changes. Upon request by the Union, the Laboratories agrees to negotiate with the Union over the effect of these changes on the bargaining unit. Such negotiations will be limited to the provisions of this ARTICLE and ARTICLE 22 (Pay Treatment for Absences), and do not reopen the contract. Any agreement reached by the parties and ratified by the OPEIU membership will supersede the provisions of this Article. If the Union does not request to negotiate, the Laboratories will apply the modifications on the same basis as they are applied to

non-bargaining unit employees. If the parties are unable to reach agreement before the changes take effect, the Laboratories will implement its last proposal to the Union.

3. Paid Family Leave

3.1. An employee may use up to 240 hours of their own personal sickness absence benefit to care for a family member(s) with an FMLA qualifying event (family member and qualifying event as defined by the Family Medical Leave Act, and also under Article 27, Paragraph 5). This time will be referenced as Paid Family Leave.

3.2. Paid Family Leave hours shall be paid at 70% of an employee's Base Rate.

3.3. Paid Family Leave hours are decremented from the 800 hours of personal sickness absence time paid at 70% of the employee's Base Rate (refer to Article 23, Paragraph 2.1.).

3.3.1. Any hours charged to Paid Family Leave will reduce the employee's total available hours of Sickness Absence by the number of hours charged.

Note:

- Hours are prorated for PART-TIME EMPLOYEES.

ARTICLE 24 – ENERGY CONSERVATION DAY

1. Energy Conservation Day is a day in which normal operations of the Laboratories will be curtailed to the maximum extent practicable. The Laboratories has designated November 26, 2021 as Energy Conservation Day.

2. Each employee on roll the day before Energy Conservation Day who is not required to work on Energy Conservation Day shall be eligible for (8) hours STRAIGHT TIME provided he/she is on the active payroll of the Laboratories on that day.

2.1 If Energy Conservation Day falls on a day when the daily work schedule is more than eight (8) hours, remaining hours within the STANDARD DAILY WORK SCHEDULE will be charged to vacation.

ARTICLE 25 – OCCUPATIONAL DISABILITY PAY

1. An employee who, in the opinion of the Laboratories' Employee Health Services organization, is temporarily unable to work because of job-incurred illness or job-incurred injury (which is not purposely self-inflicted, or due to willful misconduct or refusal to use prescribed safety equipment) shall be paid compensation under the New Mexico State Workers' Compensation Act plus an amount necessary to net the employee his/her pay, after taxes, based on STRAIGHT TIME wages and sickness absence benefit level for time lost from his/her STANDARD WEEKLY WORK SCHEDULE at the time disability commenced until the Employee Health Services organization concludes that the employee is able to return to work or that the disability will continue indefinitely. Occupational Disability runs concurrently with sickness absence, and absence by reason of such disability shall be charged against sickness absence payments provided under ARTICLE 23 (Payment for Absence Due to Personal

Sickness). Any compensation paid by the Laboratories, shall not exceed one thousand forty (1,040) hours within a one (1) year period. In no event, will the Laboratories pay compensation beyond the one (1) year period, beginning with the first day of injury. The employee may continue to receive state Workers' Compensation benefits for which the employee is entitled, after the compensation paid by the Laboratories is exhausted. The regular employee may elect, if applicable, to apply for the Laboratories' Long Term Disability Plan to maximize their benefit for an occupational disability. Employees will not be eligible for sickness absence benefits payable under ARTICLE 23 (Payment for Absence Due to Personal Sickness), if they have exhausted the benefits provided for under this ARTICLE. The determination that the disability will continue indefinitely shall not normally be made in less than six (6) months from the date disability commenced. The determination shall be made not later than at the end of one (1) year of disability except in unusual circumstances where the Laboratories and the Union agree on an extension.

2. The Laboratories' obligation to make disability payments under this ARTICLE shall be conditioned upon a determination by its Employee Health Services organization as to the facts and duration of the employee's inability to work as a result of a job-incurred illness or job-incurred injury. If the employee disagrees with such determination, he/she shall have the right to challenge such determination by filing a Grievance initially at Step 3 in accordance with ARTICLE 7 (Grievance Procedure). The matter may also be referred to Arbitration in accordance with ARTICLE 8 (Arbitration). In the processing of the Grievance, the employee shall have the right to present any relevant evidence, including the findings of a personal physician.

3. Any employee terminated upon exhausting benefits under the provisions of this ARTICLE, may apply for and receive consideration for external vacancies at the Laboratories, for which they qualify and meet the physical requirements. If the employee is accepted for reemployment, the employee will be credited with Bargaining Unit seniority for the period of time the employee was off roll, prior to returning to work, up to a maximum of thirty-six (36) months.

ARTICLE 26 – PEACETIME TRAINING AND LOCAL EMERGENCY SERVICE WITH THE UNIFORMED SERVICES

1. General

   1.1. Consistent with the needs of the business, on roll regular employees may be granted absence for training with the Uniformed Services as provided in this ARTICLE. Employees shall be granted absence where there are applicable laws which require release of employees for such training.

   1.2. Before absence is granted under this ARTICLE, an employee shall furnish official evidence that he/she has been ordered to duty and complete the corporate Military Leave Request form.

2. Local Emergency Service

   2.1. An employee who is a member of the National Guard, State Guard, or the Naval Militia when ordered out for active local emergency service may be granted absence for such

service.

2.2. An employee granted absence for such service will receive pay at his/her STRAIGHT TIME rate for such time lost from assigned Laboratories duties within the STANDARD DAILY WORK SCHEDULE or ALTERNATIVE WORK SCHEDULE not to exceed eleven (11) STANDARD DAILY WORK SCHEDULES, (maximum eighty-eight [88] hours), in any one (1) FISCAL YEAR.

3. Annual and Intermittent Training

3.1. An employee who is a member of the National Guard, State Guard, Naval Militia, or Reserve Components of the Armed Forces may be granted absence when ordered to active duty for annual training or for special training of one (1) month or less. An employee may be granted absence for intermittent training upon presentation of official evidence that such training cannot be obtained outside of scheduled Laboratories work periods.

3.2. An employee granted absence for such training will receive pay at his/her STRAIGHT TIME RATE for such time lost from assigned Laboratories duties within the STANDARD DAILY WORK SCHEDULE or ALTERNATIVE WORK SCHEDULE not to exceed in the aggregate the equivalent of eleven (11) STANDARD DAILY WORK SCHEDULES (maximum eighty-eight [88] hours) in any one (1) FISCAL YEAR for either annual training, special training, intermittent training, or a combination of these.

4. Extended Periods of Training

An employee desiring to participate in training with the Uniformed Services, for a period of thirty (30) calendar days or less, in addition to the period for which pay was granted under the provisions of Paragraphs 2 and 3, may be excused for such additional absence without pay, with credit in SENIORITY for time absent.

5. Draft Registration

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

6. Uniformed Service Employment and Reemployment Rights Act (USERRA)

An employee of the Laboratories who is serving in the uniformed services, as such service is covered by the Uniformed Service Employment and Reemployment Rights Act (USERRA), will receive pay for any vacation and paid time off that he/she has accrued before the commencement of service unless the employee requests otherwise prior to the employee leaving Sandia. In addition, the employee will receive credit for such service towards his/her TERM OF EMPLOYMENT and BARGAINING UNIT SENIORITY. For such service to be credited for the above-mentioned purposes, the employee must report back to the Laboratories

within ninety (90) days after his/her period of service unless a greater time for notice/reporting is required by law.

ARTICLE 27 – LEAVES OF ABSENCE

1. Excused Personal Absence

   1.1. The Laboratories may, upon request, excuse an employee from work for personal reasons for a reasonable length of time (not to exceed thirty [30] calendar days) without pay and with credit in SENIORITY for the period of excused absence provided the reason therefore is satisfactory to the Laboratories and the employee's absence will not interfere with the efficient operation of the business.

2. Personal Leaves of Absence

   2.1. The Laboratories may, upon written request of an employee stating the period of absence requested and the reason therefore, grant such employee a Leave of Absence for personal reasons for a period in excess of thirty (30) calendar days but not normally in excess of six (6) months. Such Leave of Absence is granted provided the reason is satisfactory to the Laboratories, the employee intends to return to work, and such absence will not interfere with the efficient operation of the business. A personal leave of absence may be taken for the reason of furthering the employee's education in a field that would enhance employability and may be extended up to twelve (12) months.

   2.2. Such Leave of Absence shall be as follows:

   - without pay and off roll,
   - with credit in SENIORITY for the first ninety (90) consecutive calendar days of absence on such Leave, and
   - with eligibility to continued coverage under and pursuant to the Group Term Life Insurance Plan.

   2.3. An employee on such Leave of Absence may maintain coverage under the medical plans, the dental plan, the Vision Care Plan, the Dependent Group Life Plan, the Voluntary Group Accident Plans, and Voluntary Term Life Plan, provided the employee transmits to the provider the premiums necessary to maintain coverage during the period of such Leave based upon the premium rates applicable at the effective date of such Leave. Such premiums shall be subject to subsequent adjustment.

   2.4. An employee on such Leave of Absence shall retain all coverage and rights under the NTESS Retirement Income Plan to the extent and in the amount for which he/she is eligible on the effective date of Leave.

   2.5. The Leave of Absence shall be automatically terminated and SENIORITY broken if and when the employee departs materially from the purpose for which the Leave was granted or makes application for unemployment compensation benefits without first applying for

reinstatement.

3. Consideration Following Expiration of Leave of Absence

3.1. Upon return from Leave of Absence, before or not later than the day following the expiration date of Leave, an employee shall be reinstated to the same position held at the time such Leave of Absence began or a comparable position subject to the provisions of ARTICLE 31 (Movement of Personnel). The employee shall be reinstated subject to compliance with security regulations and physical requirements of the Laboratories.

3.1.1. If an employee for causes satisfactory to the Laboratories furnishes satisfactory evidence of inability to return to work on the day following expiration of Leave, consideration will be given to extend the Leave for an additional period up to thirty (30) calendar days.

3.1.2. If an employee because of personal sickness or injury is unable to return to work on the day following expiration of Leave of Absence and, prior to the expiration of Leave, furnishes satisfactory evidence in the form of a Physician's Certificate of Injury / Illness (PCII) of such inability, as determined and approved by the Employee Health Services organization, then the person shall be brought back on roll and allowed to utilize personal sickness benefits as stated within ARTICLE 23 (Payment for Absence Due to Personal Sickness).

3.2. Upon reinstatement, the employee shall be placed on the payroll at the BASE RATE received when such Leave began, adjusted for any changes in wage level made during the period of absence. Adjustments shall also be made for any changes in occupation or Tier level.

4. Child Care Leave of Absence

Employees who have just completed a period of disability associated with childbirth and which the disability period did not extend beyond twelve (12) months following delivery qualify for this Leave. Employees who have not completed a disability associated with childbirth must provide satisfactory evidence of a direct association with the child to qualify for the Leave. "Direct association" means a natural, adoptive, or foster father or mother.

4.1. Maximum Period of Leave

This Leave may be granted for a maximum period of up to twelve (12) months from date of delivery or placement of the child. The starting date will generally be at the end of the period of sickness disability benefits under the provisions of ARTICLE 23 (Payment for Absence Due to Personal Sickness) of the General Agreement between the parties, which period was associated with childbirth. In the event that there is no previous period of disability associated with childbirth or such previous period was followed by a period of work, the starting date of the Leave, with the approval of the Laboratories, will be at such time an employee who meets the eligibility requirements for such a Leave request.

4.2. Insurance Premiums

An eligible employee on Child Care Leave of Absence may continue medical coverage, dental coverage, and vision coverage for the first twelve (12) weeks provided the employee's premium share necessary to maintain such coverage during the period of the Leave are transmitted to the provider. Such premium shall be based on the premium rates applicable at the effective date of such Leave, but shall be subject to subsequent adjustment**.** Group Term Life Insurance coverage will continue for one (1) year. The employee may maintain coverage under the Dependent Group Life Plan, the Voluntary Group Accident Plans, and the Voluntary Term Life Plan, provided the employee transmits to the provider the premiums necessary to maintain coverage during the period of such Leave based upon the premium rates applicable at the effective date of such Leave. Such premiums shall be subject to subsequent adjustment.

4.3. Seniority

Employees granted Child Care Leaves of Absence shall receive credit in SENIORITY for the first thirty (30) days of Leave if they return to work. There shall be no double crediting of SENIORITY for the same period. Regardless of the number of Leaves or extensions of Leave(s) granted hereunder, credit in SENIORITY for only one (1) thirty (30) day period will be granted during a twelve (12) month period.

4.4. Vacation

Employees will be given the option to take their Vacation accruals, for which eligible and not used, prior to the beginning of the Leave. Purchased Vacation that they have paid for but not used can also be used prior to the beginning of Leave. Vacation balances will be paid out automatically if not used prior to Leave of Absence being effective.

4.5. Reinstatement

Employees granted such Leaves shall be entitled to reinstatement to the same job or one of similar status and pay up to twelve (12) months following the date of birth of the natural child or date of adoption or placement of a foster child. If, upon application for reinstatement prior to the end of the twelve (12) month period following delivery, adoption, or custody of foster child, a position of like status and pay for which the employee is qualified is not available, reinstatement may be deferred until a position is available, but, in no case shall reinstatement be deferred beyond twelve (12) months following delivery, adoption, or custody of foster child. Reinstatement shall, however, be subject to the provisions of ARTICLE 31 (Movement of Personnel) and ARTICLE 32 (Seniority) of the General Agreement between the parties and to compliance with security regulations of the Laboratories.

5. Family Medical Leave Act (FMLA)

5.1. The Laboratories will provide for an eligible employee, one employed for one (1) year or more and who has worked at least 1,250 hours in the twelve (12) month period preceding the leave and who had not already taken the leave, FMLA job protected leave upon knowledge and receipt of required documentation starting the period of absence requested and the reason therefore, grant such employee a qualifying FMLA leave for a

period not normally in excess of twelve (12) weeks in any rolling twelve (12) month period to care for his or her own serious illness or a seriously ill spouse, parent or dependent son, or daughter of the employee. Per Sandia policy, FMLA for the employee's own illness will be run concurrently with paid leaves. FMLA to care for a seriously ill family member will provide the employee the option to take the FMLA unpaid or to utilize available appropriate paid leave to be paid.

6. Grievance and Arbitration shall be limited to the eligibility of employees for reinstatement pursuant to this policy. Such Grievances must be presented to the Laboratories within thirty (30) days after the occurrence which gave rise to the Grievance. Such Grievances may be filed at Step 3 of ARTICLE 7 (Grievance Procedure) and, if not adjusted thereunder, may be submitted to Arbitration as provided in this Agreement.

7. For other leaves of absence available please contact HR Customer Service.

ARTICLE 28 – PENSION, 401(k) SAVINGS, GROUP LIFE AND GROUP ACCIDENT INSURANCE PLANS

1. During the term of this Agreement, no change may be made without the consent of the Union in the NTESS Retirement Income Plan or in the Group Term Life and Group Accident Insurance Plans (except changes which may be made by the insurance carriers unilaterally under their respective provisions) which would reduce or diminish the benefits or privileges provided thereunder for employees in the Bargaining Unit.

2. Any claim that such benefits or privileges have been reduced or diminished may be processed under ARTICLE 7 (Grievance Procedure), and if not resolved thereunder by the parties, may be submitted to Arbitration in accordance with the provisions of ARTICLE 8 (Arbitration).

3. Pension Security Plan

   This will confirm our agreement during 2011 negotiations concerning the Pension Security Plan. Effective October 1, 2011, the pension band values will be increased as follows for employees represented by the Bargaining Unit who retire on or after October 1, 2011:

Band	Job Classification	Value for Employees Retiring On or After 10/1/11
103	Tier 1	$46.46
105	Tier 2	$50.03
109	Tier 3/OAA	$57.35
112	Tier 4	$62.72
116	Tier 5	$69.96

Employees hired after June 30, 2009, will not be eligible to participate in the Pension Security Plan or NTESS Retirement Income Plan. Employees re-hired after June 30, 2009, will not be eligible for new benefit accruals from the Pension Security Plan.

On January 1, 2013, the Sandia Corporation Pension Security Plan merged into the (formerly) Sandia Corporation Retirement Income Plan, now the NTESS Retirement Income Plan (effective May 1, 2017). After the date of the merger, a covered employee's pension benefit will be determined by the terms of the NTESS Retirement Income Plan. In no event will a covered employee's benefit under the NTESS Retirement Income Plan after the merger be less than the benefit that employee was entitled to from the Pension Security Plan on the day before the merger.

4. NTESS Savings and Income Plan (401(k) Plan)

On December 31, 2012, the Sandia Corporation Savings and Security Plan was merged into the Sandia Corporation Savings and Income Plan (401(k) Plan) and as of January 1, 2013, assets and liabilities of these plans together constitute a single plan. Effective May 1, 2017, the Plan sponsor became National Technology and Engineering Solutions of Sandia, LLC (NTESS), a wholly-owned subsidiary of Honeywell International Inc., and the plan was renamed NTESS Savings and Income Plan (401(k) Plan). Sandia shall make the NTESS Savings and Income Plan (401(k) Plan) available to OPEIU employees in accordance with the current terms and provisions of the plan and as subsequently amended.

Employees hired prior to July 1, 2009:

- eligible to participate in the NTESS Retirement Income Plan
- eligible to receive an employer matching contribution of sixty-six and two thirds (66 2/3%) of the first six percent (6%) of eligible compensation contributed by the participant each payroll period (maxed at four percent (4%) if contributing six percent (6%) or more), with no vesting requirement
- eligible to contribute from two percent (2%) to seventy-five (75%) of eligible compensation on a pre-tax, Roth, and/or after-tax basis
- in-service and hardship withdrawals and loans subject to plan limitations and rules

Employees hired or rehired between July 1, 2009 and December 31, 2018:

- ineligible to participate in the NTESS Retirement Income Plan
- eligible to receive an employer matching contribution of sixty-six and two thirds (66 2/3%) of the first six percent (6%) of eligible compensation contributed by the participant each payroll period (maxed at four percent (4%) if contributing six percent (6%) or more) with no vesting requirement
- automatic six percent (6%) employer contribution on eligible compensation each payroll period for years of service less than fifteen (15), and seven percent (7%) for

fifteen (15) or more years of service, subject to a three (3) year vesting requirement

- eligible to contribute from two percent (2%) to seventy-five (75%) of eligible compensation on a pre-tax, Roth, and/or after-tax basis

- in-service and hardship withdrawals and loans subject to plan limitations and rules

Employees hired or rehired on or after January 1, 2019:

- ineligible to participate in the NTESS Retirement Income Plan

- eligible to receive an employer matching contribution of sixty-six and two thirds (66 2/3%) of the first six percent (6%) of eligible compensation contributed by the participant each payroll period (maxed at four percent (4%) if contributing six percent (6%) or more), subject to a three (3) year vesting requirement

- automatic six percent (6%) employer contribution on eligible compensation each payroll period for years of service less than fifteen (15), and seven percent (7%) for fifteen (15) or more years of service, subject to a three (3) year vesting requirement

- eligible to contribute from two (2%) to seventy-five (75%) of eligible compensation on a pre-tax, Roth, and/or after-tax basis

- in-service and hardship withdrawals and loans subject to plan limitations and rules

Please refer to the Summary Plan Description (SPD) for more information.

ARTICLE 29 – HEALTH INSURANCE PLANS AND BENEFITS PROGRAMS

1. Bargaining Unit Employees may participate in the Laboratories sponsored benefits plans that are currently offered for non-bargaining unit employees, including the Employee Assistance Plan (EAP) and Sandia Extras Voluntary Benefits program, on the same basis as those plans are currently offered to non-bargaining unit employees. To the extent that the Laboratories shall make any changes to these benefit plans for non-bargaining unit employees, including, but not limited to changes to cost, coverage and/or benefit design, such changes shall likewise be passed through to bargaining unit employees on the same basis including, but not limited to improvements, modifications, changes to plans and/or employee premiums to these plans at any time, both during the term of this Agreement and after its expiration during the time period before any new successor bargaining agreement or good faith bargaining impasse is reached.

2. Any total elimination and/or removal of a benefit or plan contemplated will only be a result of the Laboratories no longer offering the specific plan. If and when these situations arise, the Laboratories will notify the Union prior to taking such action.

3. The yearly increases in the premium contributions for the medical plans will be capped at no more than eight percent (8%) from the previous year's premium contributions, subject to federal health care legislation requirements, for the life of the Agreement.

4. Long Term Disability

   All non-occupational and job incurred disabilities are covered by the Long Term Disability Plan with approval of LTD Administrator

5. Other Employee Purchased Options:

   - Long Term Disability Plus – Effective 1/1/96 employees were provided the opportunity to purchase an additional ten percent (10%) or twenty percent (20%) of Long Term Disability coverage. The premiums are based on the experience of the plan. If an individual did not enroll during the open election period, enrollment requires proof of insurability.

   - Voluntary Group Accident Insurance – Employees have the opportunity to purchase Accident Insurance for themselves and their families. The premiums are based on the level of coverage selected. Enrollment is available without proof of insurability.

   - Voluntary Term Life Insurance – Employees have the opportunity to purchase life insurance for themselves at a multiple of their annual salary. If an employee did not enroll during the first thirty (30) days of hire or within a special open enrollment period, enrollment requires proof of insurability.

   - Voluntary Dependent Group Life Insurance – Employees have the opportunity to purchase life insurance for their spouse or dependent children. If an employee did not enroll during the first thirty (30) days of hire or within a special open enrollment period, enrollment requires proof of insurability.

6. Work and Family Issues:

   The following work and family benefits continue to be available:

   - Pretax Dependent Care Spending Account (FSA): Employees may elect to save funds each year pretax, per IRS guidelines, for reimbursement of dependent care expenses.

   - Pretax Health Care Flexible Spending Account (FSA): Employees may elect to save funds each year pretax, per IRS guidelines, for reimbursement of health care expenses. For the details of the plan provisions, refer to the SPD.
   - Child Care Leave: One (1) year (without pay) with guaranteed reinstatement and continuation of the Laboratories-paid portion of medical/dental/vision coverage for the first twelve (12) weeks. Laboratories paid Group Term Life Insurance coverage will continue for one (1) year.

   - Reimbursement of up to $2,500 for certain expenses associated with legal adoption of a minor.

7. Group Term Life Insurance:

   - Employees will be provided Group Term Life Insurance benefits equal to one (1) time

annual base pay.

- Newly hired or re-hired employees will not be eligible for post-retirement life insurance benefits under the Group Term Life Insurance plan.

- Employees, hired prior to January 1, 2007 and retire between January 1, 2009 to December 31, 2018, will be eligible for Sandia provided life insurance coverage of one (1) times annual base pay with a maximum of $50,000, reduced by 10% per year for five (5) years beginning at age 66, resulting in an ultimate maximum benefit of $25,000 at age 70 and thereafter.

8. Pre-Medicare Retiree Medical:

- Medical Care Choices: Effective January 1, 2012, employees hired or rehired prior to July 1, 2009, and who retire on or after January 1, 2010, may participate in the Laboratories sponsored benefit plans that are currently offered for non-bargaining unit Retirees on the same basis as those plans are currently offered to non-bargaining unit Retirees. To the extent that the Laboratories shall make any changes to these benefit plans for non-bargaining unit Retirees, including, but not limited to changes to cost, coverage and/or benefit design, such changes shall likewise be passed through to Bargaining Unit Retirees on the same basis including, but not limited to improvements, modifications, changes to plans and/or employee premiums to these plans at any time, both during the term of this Agreement and after its expiration during the time period before any new successor bargaining agreement or good faith bargaining impasse is reached. Any total elimination and/or removal of a benefit or plan will only be a result of the Laboratories no longer offering the specific plan. If and when any total elimination and/or removal of a benefit or plan arise, the Laboratories will notify the Union prior to taking such action.

- Effective January 1, 2012, Class II dependents who are or become Medicare eligible will no longer have medical coverage through Sandia.

- Employees hired or rehired prior to July 1, 2009, and retire on or after January 1, 2012, and are pre-Medicare, will receive a monthly "capped" subsidy amount, based on term of employment, to be used towards both Sandia-sponsored medical and dental coverage. This monthly "capped" subsidy amount will not change year to year. As healthcare premiums rise, pre-Medicare retirees will pay the difference between the premiums and the monthly "capped" subsidy amount. Please refer to the Post 2021 Benefit Choices and Enrollment Guide for detailed information.

- Employees hired or rehired prior to July 1, 2009, and who retire on or after January 1, 2012, and are Medicare eligible, will receive Your Spending Account (YSA) credits, based on term of employment, to be used towards the purchase of individual: Medicare Part D plans, Medigap plans, Medicare Advantage plans and/or Sandia-sponsored Dental Care plans. This YSA credit amount will increase annually by 50% of the healthcare component of the Consumer Price Index. Please refer to the Post 2012 Benefit Choices and Enrollment Guide for detailed information.

- Employees hired or rehired after June 30, 2009, will be eligible for pre-Medicare retiree

medical on an access only basis upon retirement, if they have met the age and service requirements for retirement. Medical and dental coverage terminate upon the retiree becoming eligible for Medicare. Employees hired or rehired on or after July 1, 2010, and subsequently terminate Sandia under approved Long Term Disability status, will be eligible for pre-Medicare medical coverage on an access only basis. Medical coverage terminates upon the LTD terminee becoming eligible for Medicare.

9. Benefits Review Committee

   The committee will meet once annually for up to two (2) hours in advance of Open Enrollment, and may include up to three (3) members of the OPEIU Local 251.

10. Tobacco Free Work Environment

    Sandia National Laboratories and the Office and Professional Employees International Union Local 251 (OPEIU) are committed to maintaining a healthy, comfortable, safe, and productive work environment. Toward this end, OPEIU agrees to support implementation of the tobacco-free initiative which prohibits the use of all tobacco products in all Laboratories controlled property*, both inside and outside of our buildings and in all vehicles, effective March 1, 2009. This prohibition will include smoking and the use of products such as chewing tobacco and snuff.

    * Real property or buildings (or portions thereof) owned, leased, or withdrawn by or permitted to DOE and designated for Sandia National Laboratories. Includes leased or permitted commercial space (e.g., Research Park in Albuquerque, NM); does not include sites where Sandia National Laboratories performs work but DOE has no legal interest (e.g., a courtesy office provided to a visitor on the premises of a technology transfer partner).

ARTICLE 30 – REST PERIODS

1. The Laboratories will schedule one (1) fifteen (15) minute rest period and one (1) ten (10) minute rest period in each eight (8) hour tour of duty for all employees within the Bargaining Unit.

2. The Laboratories shall ordinarily schedule rest periods approximately in the middle of the four (4) hour work periods. Employees on jobs involving continuous operations where it is not practical to interrupt such process at regular intervals shall be allowed their rest periods at irregular intervals during each four (4) hour period.

3. Upon mutual agreement of the supervisor and the employee, rest periods may be moved to extend LUNCH PERIODS.

4. Rest period time shall be treated as time worked.

5. In the event of abuse of the provisions of this ARTICLE, the Union and the Laboratories will discuss the problem to rectify such abuses.

ARTICLE 31 – MOVEMENT OF PERSONNEL

The provisions of this ARTICLE shall be administered in the first instance by the Laboratories. The settlement in case of Union protest shall provide retroactive adjustment, if any, for the period from the date of the selection or movement to the date of settlement.

1. Definitions

   The following definitions apply to the implementation of the provisions of this ARTICLE (also see ARTICLE 13):

   - CORRIDOR - A grouping of related jobs into one (1) of five (5) broad functional areas at the Tier 3, Tier 4, and Tier 5 levels. Example: Administrative Services.

   - OCCUPATION - A group of job classifications related by nature but not level. Job classifications (or sub-corridor) within the same occupation have identical job titles but different Tier levels. They are identified by the six-digit occupation code number. Example: Tier 3 Editing, Tier 4 Editing, and Tier 5 Editing are a single occupation with different levels of classification.

   - TIER - One (1) of five (5) pay levels assigned to Union-represented job classifications.

   - JOB CLASSIFICATION - The total collection of tasks, duties, and responsibilities assigned to one (1) or more individuals whose work has the same nature and level. Union jobs are grouped by nature into corridors and occupations, and by level into Tiers. Each job classification has a unique job description and a unique six-digit occupation code. Example: Tier 4 Financial Management (022-947) is a job classification.

   - SAME BASIC REQUIREMENT - The essential functions that define a job classification. Basic requirements determine the grouping of job classifications into corridors and Tiers, and OAAs into a separate job classification. Job classifications in the same corridor and Tier have the same basic requirements. Within corridors (Tiers 3, 4 and 5), a higher Tier level job classification includes all the basic requirements of a lower Tier level job classification but has additional requirements. Example: A Tier 4 Purchasing could displace a Tier 3 Library but a Tier 3 Library could not displace a Tier 4 Purchasing. All Tier 1 and Tier 2 job classifications have the same basic requirements as higher Tier job classifications, but higher Tier job classifications have additional basic requirements. Example: A Tier 3 Computer Operations could displace a Tier 2 Clerical Support but a Tier 2 Clerical Support could not displace a Tier 3 Computer Operations.

     Tier 1 and Tier 2 job classifications have the same basic requirements as the OAA job classification but the OAA job classification has basic requirements that the Tier 1 and Tier 2 job classifications do not have. Thus, an OAA could displace a Tier 1 or Tier 2 but a Tier 1 or Tier 2 could not displace an OAA.

   - Passing any applicable battery of tests is a basic requirement for all occupations and job classifications.

   - CURRENT JOB - is defined as the Tier, corridor and job function, (i.e., Tier 3,

Administrative Services, Clerical Support). An employee may rotate to different assignments within their Center, while remaining on his/her current job.

- POSITION - The total work assignment of an individual employee, comprised of a specific set of duties and responsibilities within a job classification. The total number of positions in an organization equals the number of employees within the same job classification plus vacancies, if any, and is determined by management.

- Office Administrative Assistant (OAA) - is a stand-alone job classification outside the Five Tier Plan.

- LACK OF WORK - The absence of work for an employee or group of employees in a job classification for reasons including, but not necessarily limited to, loss of customer base, budget reductions, FTE or head count reallocation, mission change, make/buy decisions or technology changes.

- REDUCTION IN FORCE - The reduction or elimination of positions within a job classification in an organization at any level due to lack of work.

- SURPLUS EMPLOYEE(S) - The least senior employee(s) in a job classification in the Bargaining Unit when a reduction in force has been declared within that job classification.

2. Priority Placement

When a job vacancy in the Bargaining Unit occurs, on roll employees and LAID OFF employees who have the necessary qualifications for the job shall be considered in successive steps in the following order, giving due consideration to SENIORITY:

2.1. Bargaining Unit employees surplus due to lack of work; Bargaining Unit employees displaced from Bargaining Unit jobs within four (4) years prior to the date of the vacancy; and employees LAID OFF from the Bargaining Unit within four (4) years prior to the date of the vacancy, if they have previously performed satisfactorily at the Laboratories the vacant job or a job with the same basic requirements.

2.2. At the Laboratories' discretion, employees outside the Bargaining Unit with previously acquired Bargaining Unit SENIORITY, if they have previously performed satisfactorily at the Laboratories, the vacant job or a job with the same basic requirements.

2.3. Bargaining Unit employees unable to perform their jobs due to a physical disability, either job incurred or non-job incurred, developed while employed at the Laboratories provided they are able to perform the job efficiently within a limited training period.

2.4. Non-Bargaining Unit employees unable to perform their jobs due to a physical disability, either job incurred or non-job incurred, developed while employed at the Laboratories, provided they are able to perform the job efficiently within a limited training period.

2.5. Outside of Paragraph 2.1 and the Post and Bid process, the Laboratory reserves the right to administer priority placement for circumstances which require immediate placement of Bargaining Unit employees who are otherwise deemed qualified but can no longer fill

their current position due to a higher security clearance requirement. In these situations, the Union shall be notified of the employee affected and what vacancy they will fill.

If the vacancy is filled in accordance with Paragraph 2, the Union shall be notified of the vacancy filled, the name of the employee selected, and the reason therefore.

3. Post and Bid

If the job vacancy is not filled in accordance with Paragraph 2 above, it shall be posted for bids and shall be filled in accordance with the following procedure:

3.1. The job classification, job requirements, Tier level and location of each such vacancy shall be posted on the Internal Web for a one-calendar week period starting with next day being day one (1).

3.2. Bargaining Unit employees may bid or apply for such vacancies electronically during the period of posting, provided they have been classified in their present occupation and Tier for at least six (6) months to bid on all positions. However, new hires in represented positions will stay in their position twelve (12) months before being eligible to bid on other positions. Employees must meet the job qualifications in order to be considered as a candidate. In the case of an employee who is absent during the period of posting, but wishes to be considered for the vacancy, a request to bid may be filed for such employee by proxy, by notifying the Employee and Labor Relations department of interest within the internal posting period. The absent employee will be required to bid within three (3) workdays of the posting close date.

If two (2) or more applicants are relatively equal in qualifications to fill the vacancy, one (1) being an OPEIU represented employee and the other(s) non-Union represented employees, the OPEIU represented employee shall be awarded the job.

Employees may voluntarily cross train across corridors at any level. Employees should discuss these assignments with management in advance to avoid problems and/or significant interference with primary job duties. Management has the right to assign employees to cross train.

The Union agrees that the long-standing practice of communicating rotational opportunities within the Center for OAAs, only where there is no planned addition to the OAA ranks, is a legitimate business practice and does not constitute a violation of the Labor Agreement.

3.2.1. OAA Job Prerequisites

Selections for the OAA position are based on testing, secretarial-related work experience, interview impressions, and references. Minimum prerequisite qualifications have been established for testing and work experience. To be qualified, the applicant must have a high school diploma or equivalent and have passed, based on Sandia specified grades, the Sandia Secretarial tests and meet one of the following requirements:

- Four (4) years recent secretarial-related experience, or
- An Associate Degree from an accredited college or university in Office Administration, Office Technology, Secretarial Sciences or related field, and six (6) months recent secretarial-related experience.
- For internal candidates, three (3) years of recent relevant Sandia office experience, or a Bachelor's degree and one (1) year of recent relevant Sandia office experience.

In general, no experience credit will be given for positions such as custodian, mail delivery, data entry, bookkeeper, teller, or receiving and shipping.

3.3. Within twenty (20) workdays after the expiration of the period of the posting the vacancy shall be filled from among the applicants who have filed bids or otherwise filled in accordance with Paragraph 3.5, below. Extensions may be mutually agreed upon to take care of unusual cases in writing. If the selected applicant is not available for work, he/she shall fill the vacancy upon return to work.

3.4. If two (2) or more applicants are relatively equal in qualifications to fill the vacancy, SENIORITY shall govern (see Paragraph 4.2 of ARTICLE 32 [Seniority]).

3.5. The Union shall be notified of:

- name of the successful applicant, posting number and the name of the supervisor, or
- vacancy withdrawn.

3.6. In an emergency, the vacancy may be filled on a temporary basis pending the selection of an employee in accordance with this procedure. The Laboratories shall make every reasonable effort to fill the temporary opening with a qualified Union represented employee. It is understood that if an employee, regardless of the circumstances, has been temporarily upgraded to a job which is later filled under the posting procedures set forth above (Paragraph 3), the experience gained through performance on that job while temporarily upgraded will be used in the selection.

3.7. If the vacancy cannot be filled in accordance with Paragraphs 3.1 through 3.6 above, it may be filled by any other means.

4. Displacement and Layoff

Reduction in force in the Bargaining Unit made necessary by lack of work shall be administered in the following manner:

4.1. Employees shall be selected from the job classification in the inverse order of their SENIORITY. The Laboratories shall notify the Union of the names of the employees so selected. The affected employees in the Bargaining Unit shall be considered for vacancies in accordance with Paragraph 2 above.

4.2. If an appropriate vacancy in the Bargaining Unit is not available, the employee shall

displace, in the same Tier in the Bargaining Unit, that employee who has the least SENIORITY in a job classification which the employee is capable of performing either because the employee:

- has previously performed it at the Laboratories, or
- has performed another job at the Laboratories with the same basic requirements.

4.3. If not thus placed, the employee shall then displace the least senior employee in successively lower Tiers in the Bargaining Unit, in accordance with Paragraph 4.2 above.

4.4. An employee who, due to lack of work, is selected under the provisions of this Paragraph 4 for movement to a job which will involve downgrading, may, by notification to the employee's supervisor prior to the effective date of the movement, elect to be LAID OFF, if the movement would:

- involve a downgrading of more than one (1) Tier, or
- result in a reduction in the employee's BASE RATE of more than twenty-five percent (25%).

4.5. The President, Vice President, Secretary-Treasurer, and Chief Stewards of the Union shall have top seniority in the Bargaining Unit for the purpose of this Paragraph 4 only, so long as there is work remaining which they are capable of performing. Stewards of the Union shall have top seniority in their respective occupation and Tier provided they have served in such capacity at least three (3) months prior to the date of the Laboratories' notice to the Union under Paragraph 4.1 above.

4.6. The Laboratories shall be entitled to exclude a reasonable number of employees in the Bargaining Unit from displacement or layoff if, on the basis of their skill and training, their displacement or layoff would substantially impede the efficiency of the remaining operations. Before making such exclusions, the Laboratories shall consult with the OPEIU and shall provide the OPEIU with the names, levels and occupations of the individuals involved, the reasons for making such exclusions and documentation supporting the reasons for making such exclusions.

4.7. An employee returning from a Leave of Absence granted under ARTICLE 6 (Treatment of Employees Performing Union Duties), ARTICLE 26 (Peacetime Training and Local Emergency Service with the Armed Forces), or ARTICLE 27 (Leaves of Absence), shall be reinstated to the same job classification held at the time such Leave began or a comparable job classification, if a vacancy exists, giving such employee consideration in accordance with SENIORITY with employees designated in Paragraph 2 of this ARTICLE. If not thus placed, the employee shall then exercise rights under Paragraphs 4.2 and 4.3 of this ARTICLE in accordance with his/her SENIORITY. If the employee is not thus reinstated, the Leave of Absence shall be terminated. However, such employee shall be accorded only the SENIORITY accumulation and recall rights specified for a LAID OFF employee in this ARTICLE.

5. Loans and Temporary Upgrades

5.1 Employees may be loaned from one job to another for a period not to exceed three (3) months. Loans exceeding three (3) months must be agreed to by the Union in writing. The Union must be notified in writing of all loans initially and at the end of each thirty (30) day period. It is understood that this provision shall not be circumvented by repeated loans except through negotiations with the Union. Such loans shall not be considered as transfers. During the period of a loan at the same Tier, the employee shall be paid the BASE RATE of the job from which loaned.

5.2 Loans to a higher Tier job shall be considered temporary upgrades. When an employee is temporarily upgraded to higher Tier work, he/she shall receive pay treatment for an upgraded employee under the provisions of Paragraph 9 of ARTICLE 14 (Wages). It is understood that if an employee, regardless of the circumstances, has been temporarily upgraded to a job which is later filled under the posting procedures set forth in Paragraph 3 of this ARTICLE, the experience gained through performance on that job while temporarily upgraded will be used in the selection.

6. Movement Outside the Bargaining Unit

Nothing in this ARTICLE shall in any way restrict the opportunities of the employees in the Bargaining Unit to be considered for positions outside the Bargaining Unit except for the restrictions in Post and Bid as stated in Paragraph 3.2 of this ARTICLE. No Bargaining Unit employee shall be transferred to a Non-Bargaining Unit job without the employee's consent.

ARTICLE 32 – SENIORITY

1. Employees in the Bargaining Unit on September 1, 1996

1.1. For Service Prior to September 1, 1996, SENIORITY shall consist of accredited service on and subsequent to the date of employment.

1.2. For service on and after September 1, 1996, SENIORITY will continue to accrue while employed in the Bargaining Unit on an authorized Leave of Absence from the Bargaining Unit in accordance with provisions of ARTICLE 27 (Leaves of Absence).

2. Employees entering or reentering the Bargaining Unit on or after September 1, 1996

2.1. Employees entering the Bargaining Unit for the first time will accrue SENIORITY from the date they enter the Bargaining Unit.

2.2. Employees who reenter the Bargaining Unit with prior service in the Bargaining Unit will receive SENIORITY credit for prior service in the Bargaining Unit and will continue to accrue SENIORITY from the date of reentry into the Bargaining Unit.

3. SENIORITY shall be deemed broken whenever an employee:

- accepts a permanent placement outside of the Bargaining Unit,

- terminates or voluntarily leaves the Laboratories,
- is discharged for just cause under the provisions of ARTICLE 33 (Suspensions and Termination of Employment for Cause),
- is absent four (4) consecutive workdays without permission or without notifying the Laboratories, unless there is a satisfactory reason for failure to notify,
- has been LAID OFF in excess of four (4) years,
- fails to register with the Laboratories (Employee and Labor Relations Office) by Certified U.S. Mail once every six (6) months following LAYOFF, indicating continued availability for employment and latest address,
- fails to report for work within ten (10) workdays after receiving notification, by Certified U. S. Mail, of recall from LAYOFF,
- fails to report for work at the end of an authorized Leave of Absence unless there is a reason acceptable to the Laboratories, or
- has caused a Leave of Absence to be terminated under the provisions of Paragraph 7 of ARTICLE 6 (Treatment of Employees Performing Union Duties), or Paragraph 2.5 of ARTICLE 27 (Leaves of Absence).

4. General

4.1. New regular employees of the Laboratories shall be considered PROBATIONARY EMPLOYEES, for a period of six (6) months, from the date of hire. If such employees are retained in the Bargaining Unit after the probationary period, their SENIORITY shall be established as of their dates of hire.

4.2. If two or more employees have the same SENIORITY date, the employee with the lowest last four (4) digits in his/her Social Security Number shall be deemed senior.

4.3. Previous SENIORITY will be credited immediately upon reinstatement following LAYOFF due to lack of work if recalled within four (4) years.

4.4. The Union shall provide electronically to the Laboratories a SENIORITY list showing the name, SENIORITY date, Service date, job title, and Tier level of all employees in the Bargaining Unit.

4.5. The Laboratories shall promptly furnish the Union with information necessary to maintain the seniority list, which shall include an employee movement list, the status of employees outside the bargaining unit who are moving into the bargaining unit, and information on those employees unable to perform their job because of a disability who are offered an opportunity to transfer as provided for in Paragraph 2.4 of ARTICLE 31, Movement of Personnel.

5. Term Of Employment

TERM OF EMPLOYMENT is the aggregate of one (1) or more periods of employment with the Laboratories as a regular employee. Benefits for a regular PART-TIME EMPLOYEE will be prorated in the same proportion as the employee's schedule is to the standard full-time schedule.

5.1. TERM OF EMPLOYMENT

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

5.1.1. All continuous service with Sandia Corporation or NTESS. Subject to Sandia's service bridging rules, and the stipulations of NNSA requirements, including Supplemental Directive O 350.1, prior service with an affiliated Honeywell company may be included in a regular employee's Term of Employment if the employee is transferred to Sandia after 5/01/2017. Eligible periods of service after 5/01/2017, are included in 401k service even if not a direct transfer to Sandia. Credit for prior service with another participating company prior to employment with Sandia Corporation or NTESS will be given on the same basis as non-represented employees.

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

5.1.2.1. The first thirty (30) calendar days of Personal or Child Care Leaves of Absence.

5.1.2.2. All time absent on Special Leave of Absence (if application for reinstatement is made within ninety [90] days of return) or Military Service Leave, except for any time absent in excess of thirty (30) days between the date of termination and the date of entry into active duty with the Armed Forces.

5.1.3. Previous service will be credited immediately upon reemployment following LAYOFF if re-employed within four (4) years. (Credit is given for up to six [6] months of the LAYOFF absence.)

5.1.4. Term of Employment for Sandia Pension benefit and 401(k) Savings Plan benefit will be calculated in accordance with the applicable plan document.

5.2. Computing Effective Service Date

Effective Service Date - The established date from which service was considered as continuous in computing TERM OF EMPLOYMENT.

5.2.1. Revised Effective Service Date is established whenever credit for previous service is given following a break in service.

ARTICLE 33 – SUSPENSIONS AND TERMINATION OF EMPLOYMENT FOR CAUSE

1. The Laboratories has the right to discharge an employee for just cause.

2. In all cases in which the Laboratories' termination of an employee's employment is "for cause:"

   - The Union shall be notified of the action being taken by the Laboratories within twenty-four (24) hours, if practicable**,** after the employee is notified.

   - When the Laboratories considers it necessary to remove an employee immediately from the Laboratories' premises, it may do so without advanced notice.

     - In such a case a union representative shall forthwith be notified.

     - In addition, such notice shall be confirmed in writing to the Union within five (5) workdays of the effective date of discharge. The Union will have five (5) workdays upon receipt of such notice to file a grievance on behalf of the terminated employee.

3. In all cases where the Laboratories suspends an employee for disciplinary reasons, the Union shall be notified in writing of the action being taken by the Laboratories within twenty-four (24) hours, if practicable**,** after the employee is notified.

4. The Union may question the justification of the action taken, as provided in Paragraphs 2 and 3 above, within five (5) workdays after the effective date of such action provided the employee is no longer considered probationary as provided in Paragraph 4.1 of ARTICLE 32 (Seniority). Any such question shall be considered in accordance with ARTICLE 7 (Grievance Procedure) by filing the Grievance initially at Step 3.

5. If settlement is not reached in the Grievance Procedure, such dispute may be referred to arbitration in accordance with ARTICLE 8 (Arbitration), provided the employee is no longer considered a PROBATIONARY EMPLOYEE as provided for in Paragraph 4.1 of ARTICLE 32 (Seniority) or has completed a specific training program, whichever is greater, on the date terminated or suspended "for cause." However, in such case the authority of the Arbitrator shall be further limited to a determination of whether the Laboratories had just cause in terminating, or **"**suspending**"** such employee.

6. Should the Arbitrator decide that the action of the Laboratories was taken without just cause, the Arbitrator may direct either (1) reinstatement of the employee with or without back pay or (2) a penalty less severe than discharge. If the Arbitrator directs reinstatement, the employee shall be offered reinstatement. If reinstated, the employee shall be paid at STRAIGHT TIME for time lost within his/her STANDARD WEEKLY WORK SCHEDULE during the period for which back pay is directed by the Arbitrator less any amount paid to or received by the employee as wages in other employment applicable to the period for which back pay is directed, and in accordance with Article 8, Paragraph 6.

7. Any balance due the employee under Paragraph 6 shall be further reduced by any payments other than wages received from the Laboratories at the time of being terminated for cause or

suspended. If this balance is reduced to zero (0) without offsetting all such payments, the balance due to the Laboratories shall be considered as an advance in pay and shall be repayable through payroll deductions at the rate of ten percent (10%) of such employee's wages.

8. If there is no balance due the employee under Paragraph 6, all payments other than wages (i.e. vacation balance and holiday payout, etc.) received from the Laboratories at the time of termination or suspension of employment shall be considered as an advance in pay and shall be repayable through payroll deductions at the rate of ten percent (10%) of such employee's wages.

ARTICLE 34 – NOTICES TO THE UNION

1. The Laboratories shall notify the appropriate Union Representative as so designated by the Union, in writing and in advance when practicable, of the following:

   - LAYOFFS due to lack of work, or

   - Furloughs

2. Disciplinary action shall be handled in accordance with Paragraph 3 below, except as provided in Paragraphs 2 and 3 of ARTICLE 33 (Suspension and Termination of Employment).

3. Whenever a supervisor places a disciplinary memorandum of an unfavorable nature (including disciplinary warnings, reprimands, suspensions, and downgradings) in an employee's permanent record, the document will be reviewed with the employee. A Union Representative will be present during the discussion between the individual and the supervisor if the employee so requests. A copy of the memorandum will be given to both the employee and the Union Representative. (In those cases in which an employee refuses representation, a copy of the memorandum will be provided to the Union if the employee signs a release.) Furthermore, the employee will be advised that the memorandum will be removed from the permanent record within twenty-four (24) months if the matter leading to the action is resolved in a manner satisfactory to the supervisor.

4. On a monthly basis, the Laboratories shall furnish the Union, electronically, the name and address of each new Bargaining Unit employee.

5. Within one (1) week following employment in a job classification in the Bargaining Unit, the Union will be notified of each new employee and the work group in which the individual is being assigned. A Union representative will be afforded an opportunity to meet briefly with the new employees represented by the OPEIU privately for the purpose of explaining the Union's function as the bargaining representative of the Office and Professional Employees International Union of the Laboratories, up to one (1) hour of time, and conducted in a manner and at such times/places as will result in the least interference with the Laboratories' activities.

6. Access to Personnel Records

   Upon request and at reasonable intervals, employees may examine their records in the Central Personnel Files, line organization file, medical files, or other files relied upon to discipline the employee. These requests will be granted provided that the Laboratories receives reasonable

advance notice of the individual's desire to review his or her records, and some requests for access may require the employee to complete a release form satisfactory to the Laboratories. Examination of central or line organization files shall be in the company of a representative of the Laboratories. The employee may also request that a Union representative be present if the employee provides a written release.

ARTICLE 35 – LAYOFF, FURLOUGH, AND ESSENTIAL FUNCTIONS

1. Layoff Sequence

   1.1. In the event of reduction in force in the Bargaining Unit, Members of the Workforce shall be selected for LAYOFF in the following sequence:

      1. contractors in the same department, performing clerical functions requiring the same basic skills as the position to be impacted, will be the first considered for LAYOFF,
      2. represented non-regular general clerical students (with the exception of those in student programs which receive special funding) in the same department, performing clerical functions requiring the same basic skills as the position to be impacted, will be next in consideration for LAYOFF, and
      3. union represented Limited Term Employees in the same department, performing clerical functions requiring the same basic skills as the position to be impacted, will be next in consideration for LAYOFF.

   1.2. Only after the above sequence in LAYOFFS has occurred will regular Union represented employees be considered for LAYOFF in accordance with the LAYOFF provisions of the Labor Agreement.

2. Layoff Notice

   2.1. An employee who is to be LAID OFF due to lack of work shall be given as much advance notice as is practicable, but in no case shall be given less than two (2) weeks advance notice or pay at STRAIGHT TIME in lieu thereof. Any pay in lieu of advance notice granted under this paragraph shall be in addition to any LAYOFF Allowance to which the employee is eligible under Paragraph 3 below.

3. Layoff Allowance

   3.1. A Union represented regular employee LAID OFF due to lack of work will be eligible for a basic termination pay benefit of two (2) weeks' pay. Alternatively, the employee may receive the supplemental benefit outlined below upon signing a release of claims.

      3.1.1. Employees on roll prior to October 1, 1993.

         1. Schedule for service prior to October 1, 1993:

TERM OF EMPLOYMENT On Date of LAYOFF	LAYOFF ALLOWANCE Number of Weeks Pay
Less than 1 Year	0

TERM OF EMPLOYMENT On Date of LAYOFF	LAYOFF ALLOWANCE Number of Weeks Pay
1 year	1
2 years	2
3 years	3
4 years	4
5 years	5
6 years	6
7 years	7
8 years	9
9 years	11
10 years	13
11 years	15
12 years	17
13 years	19
14 years	21
15 years	24
16 years	27
17 years	30
18 years	33
19 years	36
20 years	39

Three (3) weeks additional pay for each full year of TERM OF EMPLOYMENT in excess of twenty (20) years up to a maximum of one hundred four (104) weeks.

2. For service after September 30, 1993:

   - Employees with less than seven (7) years' service on September 30, 1993, continue to accrue LAYOFF allowance at the rate of one (1) week per year of service until they have completed seven (7) total years of service, then accrue two (2) weeks per year, or fraction thereof, for each additional year of service.

   - Employees with seven (7) or more years' service on September 30, 1993, accrue LAYOFF allowance at the rate of two (2) weeks per year, or fraction thereof, for each year of service after September 30, 1993.

   - Maximum accrual for employees on roll prior to October 1, 1993, is 104 weeks.

3.1.2. Employees hired after September 30, 1993:

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

3.1.3. Employees hired after September 30, 2011:

Employees hired after September 30, 2011, accrue LAYOFF allowance at the rate of one (1) week per year of service, or fraction thereof, to a maximum of twenty-six (26) weeks.

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

3.3. An employee who has been rehired following a period of LAYOFF and who is again LAID OFF due to lack of work shall receive a LAYOFF allowance based on service since his/her rehire.

3.4. If an employee who has received a LAYOFF Allowance is rehired following LAYOFF and the number of weeks since LAYOFF is less than the number of weeks covered by the LAYOFF Allowance, the excess amount shall be considered as an advance in pay and shall be repayable through payroll deduction at the rate of ten percent (10%) of such employee's weekly wages.

4. Subcontracting

4.1. The term subcontracting, as used herein, means the Laboratories' hiring of an independent contractor to perform a function or activity currently performed by Union represented employees. The provisions of Paragraphs 4 and 5 apply only if the work to be subcontracted results in an actual job loss event. Staff Augmentation is not considered as subcontracting for purposes of Paragraphs 4 and 5.

4.2. The provisions of Paragraph 5 apply only to employees actually displaced or LAID OFF as a direct and immediate result of the elimination of a Union represented position at the time the work is subcontracted.

5. Treatment of LAID OFF Employees

5.1. The following benefits are in addition to, but not duplicative of, any other benefits provided by the General Agreement or as otherwise required by law.

5.2. Employees LAID OFF as a direct and immediate result of subcontracting:

5.2.1. Shall be given as much advance notice as practicable, but in no case shall he/she be given less than two (2) weeks advance notice or pay at STRAIGHT TIME in lieu thereof. Any pay in lieu of advance notice, granted under this Paragraph, shall be in addition to the LAYOFF Allowance to which the employee is eligible under Paragraph 5.2.2. below.

5.2.2. Shall be paid a minimum LAYOFF Allowance of $7,500.00. If the employee, based on TERM OF EMPLOYMENT, is entitled to a greater allowance under the provisions of Paragraph 3 above, he/she shall receive the greater allowance.

5.3. Dental and Vision Plan Continuance

The Laboratories will continue to cover any applicable portion of the employer paid premiums required to keep LAID OFF employees enrolled in the Dental Plan and the Vision Care Plan for one (1) year from date of LAYOFF.

5.4. Education Assistance

For LAID OFF employees, the Laboratories will pay up to a total of $6,500.00 in education and retraining costs, within three (3) years from date of LAYOFF. The costs must actually be incurred and documented.

6. Essential Functions

6.1. Employees separated due to inability to perform the essential functions of their job will be eligible for a basic termination pay benefit of two (2) weeks' pay. Additionally, the employee may receive a supplemental benefit outlined above, less the two (2) weeks' basic pay benefit, upon signing a release of claims.

6.2. This defines the designated benefits, which the Laboratories will provide to employees removed from roll, because of their inability to perform the essential functions of any job available at the Laboratories for which they are qualified. A Separation Allowance shall be granted based on the employee's TERM OF EMPLOYMENT on the date of Separation equivalent to the Layoff Allowance benefit as provided for in Article 35, Paragraph 3.

6.3. In addition, these employees may take advantage of any incentive program which may be in effect at the time of their removal from roll. They may also apply for other benefits which they may be entitled to based on State Law, Federal Law, or their service with the Laboratories.

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

6.5. This in no way implies that the UNION agrees with the separation from roll of these employees, nor does it waive any rights of individual employees under applicable law or under the Collective Bargaining Agreement.

7. Furlough

7.1. Furlough is a temporary leave that places an employee in either a paid or non-pay status without duties caused by a temporary lack of government funding.

7.1.1. In the event the Laboratories contemplates a furlough, the Laboratories shall notify and meet with the Union to discuss the Furlough Plan not less than thirty

(30 calendar days) prior to a planned furlough, or as soon as practicable on a short notice from the appropriate government agency.

7.1.2. Upon determination by the Employer that a furlough of bargaining unit employees is deemed necessary, the Employer shall prepare and submit to the Union a detailed plan justifying the need for the furlough including all pertinent documents, used in its determination.

7.1.3. A furlough is a temporary reduction of an employee's work hours or full workweek(s) due to a temporary lack of Government funding. Furloughed Represented employees will be treated administratively the same as furloughed non-represented, non-exempt employees during a furlough. A furlough shall not exceed thirty (30) workdays. Should the furlough exceed thirty (30) workdays it will be changed to a layoff and the Laboratory will notify the Union of such action and will be administered in accordance with this ARTICLE.

7.1.3.1 If employees are directed to use vacation during the furlough and have vacation time preapproved prior to the notice of the furlough but do not have sufficient time to cover the absence, they will be allowed to take excused, unpaid absence for those days off.

7.1.4 Within seven (7) working days of receipt of a notice of furlough, the Union will develop a list of bargaining unit employees who wish to voluntarily participate in the furlough. That list will be presented to the Laboratories for consideration.

7.1.5 If a furlough is implemented, affected employees shall receive a minimum of two weeks' (14) calendar day's advance written notice. However, the Laboratories will attempt to provide as much advance notice as possible.

7.1.6 Employees affected by furlough will be furloughed in inverse order of seniority by job classification based on abilities, skills and efficiencies.

8 Recall Rights

8.1 When a job vacancy occurs, employees LAID OFF or displaced to a lower Tier job from the Bargaining Unit within four (4) years prior to the date of the vacancy shall be considered for recall to the vacancy in order of SENIORITY provided such employee has satisfactorily performed the vacant job classification or a job classification with the same basic requirements.

8.2 In the event that an employee elects LAYOFF under the provisions of ARTICLE 31 Paragraph 4.4, the employee's recall rights shall be limited to jobs of a higher Tier level than the one offered prior to such election.

8.3 The recall rights of an employee of the Bargaining Unit will not be impaired in the event that the employee declines an offer of recall to a job in the Bargaining Unit lower in Tier than the job from which the employee was LAID OFF, or declines an offer of a job outside the Bargaining Unit. If an employee refuses recall to a job classification, he/she loses recall rights to all job classifications at the same Tier level or lower Tier levels as

the job classification refused.

8.4 An employee shall lose his/her recall rights if he/she: 1) has been LAID OFF in excess of four (4) years; 2) fails to register with the Laboratories (Employee & Labor Relations Office) by Certified U.S. Mail once every six (6) months following LAYOFF indicating continued availability for employment and latest address; or 3) fails to report for work within ten (10) workdays after receiving notification, by Certified U.S. Mail, of recall from LAYOFF.

ARTICLE 36 – CONTINUITY OF OPERATIONS

The Union agrees that it will not institute, cause, or condone nor permit its members to cause or engage in, nor shall any employee covered by this Agreement take part in any strike, picketing, sympathy strike, slowdown, or stoppage of work and will take prompt and appropriate measures to prevent or discourage any strikes, work stoppages, picket lines, slowdowns, secondary boycotts, or disturbances, even of a temporary nature, and the Laboratories agrees that there will be no lockouts. The Union guarantees to support the Laboratories fully in maintaining operations in every way. Participation by any Laboratories employee or employees in any act violating this provision in any way, will be complete and immediate cause for disciplinary action, including discharge, by the Laboratories.

If it is contested that the disciplined employee has not violated this ARTICLE, the Union may, within five (5) working days after the employee has been disciplined, contest the disciplinary measures by filing a Grievance, initially at the third step of ARTICLE 7 (Grievance Procedure). If after completion of the Grievance process, the matter remains unresolved, the Grievance shall be subject to Arbitration.

ARTICLE 37 – SUPERVISORS AND NONREPRESENTED EMPLOYEES PERFORMING WORK NORMALLY ASSIGNED TO REPRESENTED EMPLOYEES (SEE EXHIBIT I)

The Laboratories is in complete accord with the principle that supervisors and other employees not represented by the Union should not as a regular procedure do work which has normally been assigned to employees represented by the Union. The Union, on the other hand, recognizes that the nature of the Laboratories' operations, and their importance to the Weapons Program and the National Security mission, require some degree of flexibility in the assignment of personnel in order to meet emergencies, provide for the training of employees, and permit appropriate use to be made of all skills and abilities to meet operational needs. It is agreed that the Union may process claims that the Laboratories has departed from the principles stated in this ARTICLE by filing Grievances initially at Step 3 and, if necessary, proceeding to Arbitration. If such a claim goes to Arbitration, the question for the Arbitrator shall be whether the Laboratories has acted arbitrarily or capriciously, or without proper regard for the principles stated in this ARTICLE.

ARTICLE 38 – ENVIRONMENT, SAFETY, AND HEALTH

1. The Laboratories and the Union recognize the importance of maintaining a safe and healthful working environment and performing work safely and without damage to the environment, and will continue to work together to achieve the vision of zero injuries, zero fines, and zero non-compliances. The Laboratories and the Union agree that most injuries and illnesses and environmental incidents can be avoided when safe behaviors are practiced.

2. The Laboratories shall comply with all applicable Local, State, Federal Laws, and DOE Orders. The Laboratories will furnish to each employee a workplace free from recognized hazards likely to cause death or serious physical harm. The Laboratories will also provide professional Environment, Safety, and Health staff and services to help line organizations protect the health and safety of employees, and to protect the environment.

3. It is agreed that by entering into the obligations contained in this ARTICLE and in this Collective Bargaining Agreement, neither the Union nor any of its individual representatives, while serving on ES&H committees or teams, assumes any additional liability, other than what is encountered in the performance of assigned work activities, and disclaims any liability on any matter involving employee safety and health or environmental protection concerns or job-incurred injuries. The sole and exclusive purpose for the Union to enter into a Collective Bargaining Agreement containing this provision is to assist the Laboratories in accomplishing work safely without impact to the environment, and in compliance with applicable laws, regulations, and contractual obligations. In that regard the Union, without assuming any additional liability, desires to assist the Laboratories.

4. The Laboratories will recognize a Joint ES&H Committee composed of members selected by the Laboratories, which will include the Joint ES&H Chair, and two (2) union representatives chosen by OPEIU. The Joint ES&H Committee will meet as mutually convenient and necessary, but not less than bi-annually.

   4.1. The purpose of the Committee shall be to make recommendations to Executive Management or to other management as may be appropriate to resolve ES&H concerns of a general, lab-wide nature; specific concerns not resolved in a timely manner by line organizations; and special concerns of the bargaining units affecting the membership in general, the Grievance procedure being the process by which individual or specific concerns are resolved. The Joint ES&H Committee Chair will bring corporate level concerns to the appropriate ES&H owner or line management.

   4.2. The Committee shall maintain minutes which will be reviewed at the next Committee meeting.

5. The Laboratories shall provide Safety Data Sheets (SDS) to employees as required by law. Training on the use of SDS and any additional training required to assure safety will be provided as determined by management as described in the ES&H Manual.

6. Safety Equipment

   The Laboratories agrees to provide and maintain personal protective equipment and devices, where required, as determined by the appropriate Division ES&H teams as defined in the

ES&H Manual, without cost to employees.

7. Medical Surveillance

   The Laboratories shall provide a medical surveillance program in accordance with relevant DOE Orders, OSHA regulations, or in the absence of DOE or OSHA regulations, in accordance with other professional guidelines in concurrence with the Employee Health Services organization.

8. Worker Protection

   8.1. It is the intent of the parties that no employee shall be required to perform work which is unsafe or unhealthful, or which causes damage to the environment. An employee who believes that he/she is being required to perform such work shall have the right to suspend work and notify his/her supervisor of their concerns whereupon the supervisor shall investigate immediately. If the concern is not resolved to the satisfaction of the employee the employee shall follow the ES&H concerns process as described in the ES&H Manual.

   8.2. No employee shall be discharged, disciplined, or suffer reprisal for bringing safety and health concerns to the attention of outside investigators, attorneys, physicians, or the media in accordance with the DOE Whistle Blower Act and Union involvement in expedited investigations in which Union employees are involved.

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

ARTICLE 39 – POLYGRAPH TEST

This confirms our understanding regarding the treatment of Union represented employees whose jobs require special security access for which a polygraph is required by the Department of Energy (such as the Human Reliability Program [HRP]) when their access is revoked or if they refuse to participate in the polygraph-testing requirement.

Candidates for a special access position that decline or are denied access will no longer be considered eligible for the position.

A current participant whose access is revoked will immediately be removed from this position and assigned non-special access duties for thirty (30) calendar days. During this time the employee and his/her management will attempt to place the employee in a vacancy at the same or lower grade. If no vacancy is available at the end of the thirty (30) days, then the employee will be placed on Departmental Leave without pay for thirty (30) calendar days while seeking another assignment and will be permitted to utilize accrued vacation during this period. If the employee is unable to find another assignment by the end of this thirty (30) day period, the employee will be placed on Leave of Absence without pay or benefits for twenty- four (24) months while seeking another assignment.

ARTICLE 40 – DECISION BARGAINING PROCESS ON SUBCONTRACTING

1. The term subcontracting as used herein means the Laboratories' hiring of an independent contractor to perform a function or activity currently performed by the Union represented employees. Staff Augmentation is not considered as subcontracting for purposes of this Agreement.

2. When the Laboratories determine to subcontract a function or activity currently performed by the Union represented employees, it will inform the Union, in writing, of its intent. The notice will include a description of the function or activity which the Laboratories intends to subcontract, the business reason for subcontracting the function or activity and the names, Tiers and corridors of the Union represented employees potentially affected.

3. Should the Union desire to bargain over the decision to subcontract, it shall notify the Laboratories' bargaining agent, in writing, within ten (10) working days of receiving the subcontracting notice from the Laboratories.

4. As soon as practicable after the request to bargain, the parties will meet and bargain the effects of the decision on the Union represented employees. During bargaining, the Laboratories will give good faith consideration to any proposals by the Union to have the work performed in-house by the Union represented employees. Cost, schedule, equipment, warranties and manpower available in-house will be considered.

5. If the parties fail to reach agreement within forty-five (45) days of commencing bargaining, the Union may submit the case to Arbitration. The Arbitrator shall determine whether the Laboratories, in accordance with the relevant criteria in Paragraph 4 above, has expressed a sufficient business reason to justify subcontracting the work. The Laboratories may, when required by circumstances, subcontract before the end of the forty-five (45) day bargaining period.

6. If, at the end of bargaining, but in no event later than forty-five (45) days from the commencement of bargaining, the Laboratories has determined it is necessary to subcontract for any of the criteria listed in Paragraph 4 above, the provisions of ARTICLE 35 (Layoff Notice and Allowance) shall apply to the affected employees.

ARTICLE 41 – OCCUPATIONAL RADIATION EXPOSURE INFORMATION

1. Information entered in an employee's occupational radiation exposure record (exclusive of medical exposure) shall be made available to the employee or his/her representative upon request. The Laboratories shall have fifteen (15) workdays to provide such information. If the Laboratories cannot provide access to the records within the fifteen (15) workdays, the Laboratories shall, within fifteen (15) workdays, apprise the employee or designated representative requesting the records of the reason of the delay and the earliest date when the records can be made available.

2. Each employee who has a dosimeter shall be informed as soon as the records are available after the close of the calendar year of the total effective dose equivalent for the preceding calendar year.

3. An employee shall be notified immediately of his/her recorded radiation exposure, following the determination by any technique acceptable to the DOE that said employee has received a recorded accumulated radiation exposure exceeding any regulatory limits.

4. Each employee for whom radiation exposure records are maintained shall be provided, upon request and as soon as practicable, but no later than ninety (90) calendar days following the date of the request, a written summary of cumulative recorded occupational radiation exposure received during the period of employment.

ARTICLE 42 – UNION SECURITY – AGENCY SHOP

1. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
2. Each employee in the Bargaining Unit shall, beginning on the 31st day following the effective date or execution date of this Agreement, whichever occurs later, or the 31st day following his/her employment, rehire, reinstatement, reemployment, recall, transfer or regression into the Bargaining Unit, as a condition of continued employment in the Bargaining Unit, execute and deliver to the Laboratories a payroll deduction authorization, or pay directly to the Union an amount of money equal to the Union's regular monthly dues as uniformly required.

3. Any employee within the Bargaining Unit who is required to contribute to the Union as provided for in Paragraph 2 of this ARTICLE and who is subsequently transferred or promoted out of the Bargaining Unit, on Leave of Absence for more than one (1) month, or

4. LAID OFF shall not be subject to any of the provisions of this ARTICLE during theperiod of time such employee remains outside the Bargaining Unit or on LAYOFF.

5. No employee within the Bargaining Unit shall be required to pay fees or dues covering any period during which the employee was not in the Bargaining Unit or was not on the Laboratories' active payroll including LAYOFF.

6. An employee within the Bargaining Unit shall be considered in good standing for the purposes of this ARTICLE when such employee tenders the amount of money equal to the Union's regular monthly dues as uniformly required to an authorized agent of the Union or through Payroll dues deduction.

   6.1. Upon written demand from the Union, the Laboratories shall terminate any employee within the Bargaining Unit who fails to tender the sum due the Union under Paragraph 2 of this ARTICLE within thirty (30) days from the date such sum is due provided the Union informs the Laboratories and the employee in writing and allows him/her an additional fifteen (15) days after the 30th day of delinquency. If the employee fails to resolve his/her dues delinquency with the Union during this fifteen (15) day period and after notification to the Laboratories by the Union, the Laboratories will terminate the employee effective the end of that payroll period.

7. Employees may handle the matter of payment of Union dues directly with the Union. In cases

where deductions are made from those who have already paid Union dues, the Union will make refunds directly to such employees.

8. Deductions shall be made for the accrued regular monthly Union dues of each employee in the Bargaining Unit for whom the above authorization has been received, beginning with the pay for the first (1st) pay period in the month following receipt of such authorization, bylaw are made, and such dues deductions shall continue in like manner monthly thereafter, except as qualified in this ARTICLE.

   8.1. Should sufficient earnings not remain after all deductions required by law are made to take the full deduction, the following shall apply:

   - Partial deductions to cover Union dues shall not be taken.
   - The deduction will be taken in a subsequent pay period if sufficient earnings remain to take the amount in arrears. If the then current month's deduction is owing, the arrearage will be taken first. Provided a sufficient amount then remains, the current deduction will be taken.

9. Deductions shall be remitted to the Union no later than two (2) calendar weeks after the deductions are made. The Laboratories shall furnish the Union monthly with a record of those for whom deductions have been made.

10. Any dispute arising out of the interpretation or application of this ARTICLE, when reduced to writing as a Grievance, shall be subject to the Grievance Procedure by initially referring the Grievance to Step 3. The Grievance thereafter may be processed in accordance with the provisions of ARTICLE 7 (Grievance Procedure).

11. Anything herein to the contrary notwithstanding, an employee shall not be required to become a member of or continue membership in or to pay a sum equal to the Union monthly dues, or to continue to pay any sums equal to the monthly dues, as a condition of employment, if it is determined that such is unlawful by the NLRB or by any court or administrative body of competent jurisdiction. It is understood and agreed that the Union will defend, save, and hold harmless and indemnify the Laboratories from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution, placing in effect or carrying out of the terms of this ARTICLE by the Laboratories.

12. The Laboratories will include the following among materials given to each new represented employee covered by this Agreement:

    12.1. A written statement advising of the existence of a Collective Bargaining Agreement which exists on the Sandia Internal Web between the Laboratoriesand the Union which will apply to such employee.

13. The Laboratories will maintain the labor agreement on the Sandia Internal Web.

ARTICLE 43 – ABROGATION OF AGREEMENT ARTICLES

1. This Agreement expresses the entire understanding of the Laboratories and the Union and no amendments shall be valid except when mutually agreed upon and committed to writing and signed by the Laboratories and the Union.

2. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE 44 – DURATION

This Agreement shall become effective November 11, 2021 when ratified by the Union membership and, when so effective, shall continue in full force and effect until 11:59 p.m., September 24, 2024, and from year to year thereafter unless written notice to terminate or modify this Agreement is given by either party to the other at least sixty (60) calendar days prior to September 25, 2024 or at least sixty (60) calendar days prior to the end of any subsequent annual period.

IN WITNESS WHEROF, the parties have executed this Agreement on the day and year first above written.

Kelley Allen

Kelley Allen, President
OPEIU Local 251

Kelly O'Bryant

Kelly O'Bryant, Manager Employee & Labor Relations
NTESS

EXHIBIT 1 – LEADERSHIP MESSAGE

Sandia National Laboratories

Operated for the United States Department of Energy by National Technology and Engineering Solutions of Sandia, LLC.

Albuquerque, New Mexico 87185-0101
Livermore, California 94551-0969

date: November 11, 2021

to: SNL-MGR-ALL

from: Brian Carter, Executive Director & Chief Human Resources Officer

subject: Management Responsibilities Related to Sandia's Collective Bargaining Agreement with the Office and Professional Employees International Union (OPEIU)

Our long-standing relationship with the OPEIU was established in the early 1950's and continues today. The OPEIU is the exclusive representative of all office and clerical employees as described in part in Article 1 – Recognition, and Article 13 – Employee Types, with the exception of employees in the organizations and jobs excluded within the Collective Bargaining Agreement (CBA).

As leaders and managers of the Laboratories, we are each expected to abide by the CBA. During past contract negotiations, the OPEIU expressed concerns regarding work normally, historically, and appropriately belonging to the bargaining unit being given to and performed by non-bargaining unit employees. This perception has a negative impact on our relationship with the union. While it is within the purview of Laboratories' management to configure the scope and content of work assignments and to make organizational changes as required to effectively and efficiently meet business objectives, the Laboratories has a legal and ethical obligation to respect and enforce the OPEIU's role as the exclusive representative of segments of our workforce. As a reminder, Article 37 – Supervisors and Nonrepresented Employees Performing Work Normally Assigned to Represented Employees states in part:

> The Laboratories is in complete accord with the principle that supervisors and other employees not represented by the Union should not as a regular procedure do work which has normally been assigned to employees represented by the Union. The Union, on the other hand, recognizes that the nature of the Laboratories' operations, and their importance to the Weapons Program and the National Security Mission, require some degree of flexibility in the assignment of personnel in order to meet emergencies, provide for the training of employees, and permit appropriate use to be made of all skills and abilities to meet operational needs.

Finally, as Laboratories' management, we are expected to act in good faith in all business interactions, and that includes being knowledgeable of and respecting our legal obligation to abide by the terms and conditions of the CBA which will be located on HR Solution's site. I advise management to contact the appropriate Labor Relations Specialist when in doubt about managing within the terms of the agreement and in need of contract interpretation or an explanation of past practice.

Copy to:
Attachment to OPEIU Agreement effective November 11, 2021

Exceptional Service in the National Interest

EXHIBIT 2 – FIELD INTELLIGENT ELEMENT (FIE)

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

Margaret A. Harvey, Manager
Employee and Labor Relations, 3021

P.O. Box 5800
Albuquerque, NM 87185-0903
Phone: (505) 844-4262
Fax: (505) 844-8816
Internet: maharve@sandia.gov

October 1, 2011

Ms. Kelley Burns, President
Office & Professional Employees
International Union, Local 251
PO Box 5144
Albuquerque, NM 87185

Dear Ms. Burns,

The following records our agreement regarding Office Management Assistants (OMAs) in the Field Intelligence Element (FIE).

Sandia National Laboratories and the Office and Professional Employees International Union (OPEIU) agree to the following:

- Current FIE OMAs will remain grandfathered; they will be allowed to remain in their positions as OMAs.
- Only after a current OMA vacates a position in the FIE will that vacancy be filled with an OPEIU represented OAA.
- Any new positions within the FIE will be posted as OPEIU represented OAA positions.
- OAA positions within the FIE will automatically be excluded from the displacement provisions of Article 30 – Movement of Personnel.
- Employee loss of credentials specially required for work within the FIE will result in the requirement to find an alternative position within the Laboratories, consistent with terms of Exhibit XV – Polygraph Tests.
- OAAs hired into FIE positions will be eligible for a 10% base adder.

Sincerely,

Margaret A. Harvey

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