

---

**COLLECTIVE BARGAINING  
AGREEMENT (CBA)**

between

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

and

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

**2011 – 2013**

---

## TABLE OF CONTENTS

<b>ARTICLE 1: AGREEMENT</b> .....	<b>1</b>
<b>ARTICLE 2: MANAGEMENT RIGHTS</b> .....	<b>2</b>
<b>ARTICLE 3: WORK RULES</b> .....	<b>4</b>
<b>ARTICLE 4: PERFORMANCE OF BARGAINING UNIT WORK BY SUPERVISORS</b> .....	<b>5</b>
<b>ARTICLE 5: CONTINUITY OF OPERATIONS</b> .....	<b>6</b>
<b>ARTICLE 6: UNIT FEE DEDUCTIONS</b> .....	<b>7</b>
<b>ARTICLE 7: ACCESS</b> .....	<b>8</b>
<b>ARTICLE 8: STEWARD ACCESS</b> .....	<b>12</b>
<b>ARTICLE 9: POSITIONS</b> .....	<b>13</b>
<b>ARTICLE 10: PROBATIONARY PERIOD</b> .....	<b>14</b>
<b>ARTICLE 11: NONDISCRIMINATION AND AFFIRMATIVE ACTION</b> .....	<b>15</b>
<b>ARTICLE 12: REASONABLE ACCOMMODATION</b> .....	<b>16</b>
<b>ARTICLE 13: HEALTH AND SAFETY</b> .....	<b>17</b>
<b>ARTICLE 14: EMPLOYEE LEAVE</b> .....	<b>19</b>
<b>ARTICLE 15: PERFORMANCE EVALUATION</b> .....	<b>20</b>
<b>ARTICLE 16: EMPLOYEE DEVELOPMENT</b> .....	<b>21</b>
<b>ARTICLE 17: PERSONNEL FILES</b> .....	<b>22</b>
<b>ARTICLE 18: INCIDENTAL USE</b> .....	<b>24</b>
<b>ARTICLE 19: CORRECTIVE ACTION / DISCIPLINE AND DISMISSAL</b> .....	<b>25</b>
<b>ARTICLE 20: HOURS OF WORK</b> .....	<b>27</b>
<b>ARTICLE 21: WAGES</b> .....	<b>28</b>
<b>ARTICLE 22: ANCILLARY PAY</b> .....	<b>30</b>
<b>ARTICLE 23: OVERTIME</b> .....	<b>31</b>
<b>ARTICLE 24: INSURANCE BENEFITS</b> .....	<b>32</b>
<b>ARTICLE 25: RETIREMENT BENEFITS</b> .....	<b>33</b>
<b>ARTICLE 26: LAYOFF</b> .....	<b>34</b>
<b>ARTICLE 27: SEVERANCE</b> .....	<b>35</b>
<b>ARTICLE 28: SUBCONTRACTING</b> .....	<b>37</b>
<b>ARTICLE 29: GRIEVANCE PROCEDURE</b> .....	<b>38</b>
<b>ARTICLE 30: ARBITRATION</b> .....	<b>45</b>
<b>ARTICLE 31: WAIVER</b> .....	<b>49</b>
<b>ARTICLE 32: SEVERABILITY</b> .....	<b>50</b>
<b>ARTICLE 33: SUCCESSORSHIP</b> .....	<b>51</b>
<b>DURATION OF AGREEMENT</b> .....	<b>52</b>
<b>MEMORANDUM OF THE NEGOTIATORS</b> .....	<b>53</b>
<b>EXECUTION OF AGREEMENT</b> .....	<b>54</b>
<b>APPENDIX A</b> .....	<b>55</b>
<b>APPENDIX B</b> .....	<b>56</b>
<b>SIDE LETTERS</b> .....	<b>57</b>

## **ARTICLE 1: AGREEMENT**

This Agreement is executed this 30th day of March 2011, effective January 1, 2011, by and between Lawrence Livermore National Security, LLC (LLNS) (the “Employer”), and the Society of Professionals, Scientists, and Engineers (SPSE) Local 11 - University Professional and Technical Employees (UPTE), Communications Workers of America (CWA) Local 9119, AFL-CIO (the “Union”).

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

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

### **B. Recognition**

The Employer recognizes the Society of Professionals, Scientists, and Engineers (SPSE) Local 11 - University Professional and Technical Employees (UPTE), Communications Workers of America (CWA) Local 9119, AFL-CIO as the sole exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all air conditioning mechanics, locksmiths, boiler and pressure systems mechanics, carpenters, electricians, heavy equipment mechanics, laborers, maintenance mechanics, painters, plumbers/fitters, riggers, sheet metal workers, trades helpers and welders employed by the Lawrence Livermore National Security, LLC (LLNS), Livermore, California, and its Site 300 facility located in Tracy, California, excluding all other 800-series classifications, and all other classifications, including all management, supervisory and confidential employees.

## **ARTICLE 2: MANAGEMENT RIGHTS**

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

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

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

15. To implement, continue, modify or discontinue any policy, practices, rules or regulations which do not conflict with the express written provisions of this Agreement.
16. To utilize personnel, methods and means appropriate for maintenance of an orderly, effective and efficient operation.
17. To maintain employee records, including attendance and time worked.

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

An action taken or not taken with respect to a management right shall not be subject to the Grievance Procedure or Arbitration Procedure, or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

## **ARTICLE 3: WORK RULES**

### **A. General Provisions**

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

### **B. Notice**

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

### **C. Grievability**

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

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

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

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

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

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

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

## **ARTICLE 6: UNIT FEE DEDUCTIONS**

- A. New employees will be automatically included as bargaining unit members when hired and will begin paying unit fees at the conclusion of their probationary period.
- B. The Employer shall automatically deduct unit fees from all unit members' pay on a monthly basis and shall remit those amounts to the Union and shall also provide the Union with a current list of unit employees and their monthly fee payments to the Union. The amount to be deducted for fees is determined in accordance with the Union constitution and bylaws. The Union shall inform the Employer of any change in the amount of fees.
- C. If, through mishap or error, the Employer fails to make authorized deductions or any part thereof, the Employer shall correct such omission or error retroactively. Once the funds are remitted to the designated representatives of the Union, their disposition thereafter shall be the sole and exclusive responsibility of the Union. It is expressly understood and agreed that the Union shall promptly refund to the employee any deductions erroneously withheld from the employee's wage by the Employer and paid to the Union. If, through error, the full amount due to be deducted is not deducted and remitted to the Union, the Employer shall provide subsequent deductions until the shortfall is corrected.

## **ARTICLE 7: ACCESS**

The Employer agrees that non-employee officers and representatives of the Union shall be admitted to the premises of the Laboratory at reasonable times and upon no less than twenty-four (24) hours notice to and approval from Staff Relations. When a situation warrants shorter notice, the parties shall mutually agree to waive such notice. Such visitation shall be for the purpose of ascertaining whether this Agreement is being observed by the parties and for activities specified in the Grievance Procedure and other interactions with the bargaining unit including education, presentation of new union benefits, and other informational meetings. The Employer shall inform the Union as to the Laboratory Representative to be notified of an impending visit.

### **A. Bulletin Boards**

1. Where bulletin boards or bulletin board space is available for the Union, such availability shall continue.
2. Bulletin board availability for display of appropriate materials related to the bargaining unit, based on existing Laboratory practices, understandings and agreements, shall be provided on the following basis:
  - a. The Union may use bulletin boards designated by the Employer to post materials related to Union business. Any materials posted must be dated and initialed by the Union representative responsible for the posting and a copy of all materials posted must be provided to the appropriate Laboratory Representative at the location at the time of posting.
  - b. All materials shall be posted by a designated member of the Union and may include but not be limited to the matters listed below:
    1. Union recreational and/or social affairs;
    2. Union appointments;
    3. Union elections;
    4. Results of Union elections;
    5. Union meetings;
    6. Reports of Union Standing Committees; and
    7. Other materials which have been authorized by the Employer and the President of the Union.
  - c. The Union agrees that nothing libelous, obscene, defamatory or of a partisan political nature shall be posted.
  - d. In the event a dispute arises concerning appropriateness of the material posted, the Employer shall notify an SPSE-UPTE executive board member as to the nature of the dispute before removing the material in question.
  - e. Bulletin board space available to the Union shall be maintained by the President of the Union. Bulletin boards shall be available at Livermore and Site 300.

3. In the event the parties meet and mutually agree as to the location and size of additional bulletin boards, any and all costs associated with the purchase and placement of such boards shall be borne by the Union.
4. Wall racks and literature display equipment, if any, shall be subject to the same provisions of this Article regarding bulletin boards.

## **B. Mail Service**

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

### **1. Definitions**

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

Laboratory Contact shall be Staff Relations.

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

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

### **2. Mailing Standards**

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

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

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

Per piece requirements for mailings are as follows:

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

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

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

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

No mailing may contain material violative of law.

#### **d. Frequency of Access**

The Union will be limited during each calendar year to twelve (12) General Distribution mailings.

**e. Priority**

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

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

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

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

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

**C. Telephone Use**

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

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

**D. Use of Facilities**

Non-work areas, including lunch rooms at Livermore and Site 300, may be used for Union meetings subject to the operating needs of the Department. Requests for use of such facilities shall be made in advance to Staff Relations. In the event the facilities requested by the Union have already been scheduled for other activities at the time the Employer receives the Union's request, the Employer shall not be required to change the

existing scheduled use of the facility to accommodate the Union. The Employer may supplement, alter, modify, amend or when necessary rescind the designated meeting rooms and the days and hours available.

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

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

## ARTICLE 8: STEWARD ACCESS

### A. General Provisions

1. The Employer shall recognize SPSE-UPTE-designated employee representatives who are members of the bargaining unit. The function of the SPSE-UPTE-designated employee representative shall be to inform employees of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances.
2. The Union may designate four (4) bargaining unit employees as "SPSE-UPTE designated employee representatives" for the purposes of receiving paid release time as provided in this section.
  - a. The use of paid release time shall be for grievance-related activity including but not limited to:
    - 1) the hand-delivered filing of a grievance and additional filings related to the grievance, and the retrieval of Laboratory documents provided pursuant to a written request for information related to a grievance;
    - 2) meetings with the Employer representative to whom written grievances are presented or to whom documents related to filed grievance(s) are presented/signed or with whom time limit agreements are achieved;
    - 3) Informal Review meetings with management personnel held pursuant to Article 29: Grievance Procedure;
    - 4) All paid release time must be approved by the Steward's Division Manager or Staff Relations.

## **ARTICLE 9: POSITIONS**

### **A. Employees**

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

### **B. Career Positions**

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

### **C. Flexible Term**

A flexible term employee is an individual hired by the Employer for a limited duration assignment, not to exceed a total of three (3) years from date of hire.

## **ARTICLE 10: PROBATIONARY PERIOD**

Newly hired employees shall serve a probationary period of six (6) months of continuous service without a break in service. Time on leave, with less than full pay or without pay is not qualifying service for the completion of the probationary period. Probationary employees may be released without cause at the sole discretion of the Employer.

An employee's probationary period may be extended to permit a more thorough examination of his/her performance in their position. Reasons for extensions include inconclusive evaluation at the end of six (6) months of employment, military leave, or circumstances that force the employee into limited or light duty. Such an extension shall be for a specific period of time not to exceed an additional three (3) months. At least seven (7) calendar days prior to the effective date of the extension, the employee shall be informed in writing of the reason(s) for the period of extension. Employees retained at the expiration of the probationary period shall become career employees and shall be credited with seniority from the date of hire.

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

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

The Employer and the Union are committed to a discrimination-free workplace and neither condones or tolerates practices that discriminate against any person on the basis of race, color, religion, marital status, national origin, ancestry, sex, gender identity, pregnancy (including childbirth and medical conditions related to pregnancy and childbirth), sexual orientation, physical or mental disability, medical condition (cancer-related or genetic characteristics) as defined in California Government Code Section 12926, or Title II of the Genetic Information Nondiscrimination Act, status as a covered veteran (Vietnam-era veteran or special disabled veteran or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, or recently separated veterans), age, or citizenship or any other basis protected by law. This policy is intended to be consistent with the provisions of applicable State and Federal laws and LLNS Policies.

## **ARTICLE 12: REASONABLE ACCOMMODATION**

Reasonable accommodation for bargaining unit employees shall be governed by LLNS Personnel Policies and Procedures Manual, Section M, dated October 27, 2008.

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

### **A. Safety**

1. It is the duty of the Employer to make a reasonable effort to provide and maintain a safe place of employment. The Union will cooperate by encouraging all employees covered by this Agreement to perform their work in a safe manner.
2. It is the duty of all employees covered by this Agreement, in the course of performing their assigned duties, to be alert to unsafe practices, equipment, and conditions, and to follow the safety regulations and requirements of the Employer, and to report any unsafe practices or hazardous conditions to their immediate supervisors. Employees who believe they have been subjected to reprisal for making such reports may make complaints pursuant to the Laboratory's Employee Concerns Policy.
3. An employee shall not be required to perform work which he/she reasonably believes is unsafe, until the safety concern of the employee has been reviewed by the Hazards Control ES&H representative or designee. Management shall contact Hazards Control ES&H representative or designee, and the employee may be reassigned to perform other work, if it is determined that the work is unsafe by the ES&H representative or designee.

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

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

### **C. Safety Training**

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

#### **D. Joint Health and Safety Committee**

1. The Employer and the Union recognize the importance of maintaining a safe working environment and will cooperate towards the objective of reducing health and safety hazards and to encourage both management and employees to follow the Employer's Health and Safety Manual, as well as all applicable Federal, State and Local safety regulations, in reaching these objectives.
2. A Joint Safety and Health Committee shall be established. The Committee shall be comprised of three (3) members selected by the Employer and three (3) members selected by the Union. The Committee shall meet as mutually convenient, but not less than once each month.
3. The purpose of the Committee shall be to survey, analyze, and make recommendations to resolve any safety and health concern of a general nature, specific concerns not resolved in a timely manner by the line organization, and special concerns of the Bargaining Unit.
4. The Committee shall also promote health and safety education, review and analyze summary accident, injury, and occupational illness reports, and bring to the attention of the responsible organization specific health and safety concerns of bargaining unit employees.
5. The Committee will meet once a month at a minimum to discuss safety and health issues of a general nature and those specific concerns not resolved in a timely manner and make recommendations for resolutions of issues and make recommendations of a general nature.
6. The Committee shall maintain minutes and special reports as mutually agreed to, which will be reviewed at the next Committee meeting.

#### **E. Ability to Stop Work**

1. Unit employees shall have the right to stop his/her work or the work of others, at any time if he/she observes conditions that could cause harm to themselves, others, or the environment.

## **ARTICLE 14: EMPLOYEE LEAVE**

Vacation, Sick Leave, Military Leave, Leave with Pay (e.g., Jury Duty), and Leave Without Pay for Union bargaining unit employees will be governed by LLNS Personnel Policies and Procedures Manual, Section G dated March 30, 2009, as it applies to non-represented LLNS, LLC employees.

## **ARTICLE 15: PERFORMANCE EVALUATION**

### **A. Definition**

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

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

1. The performance of each employee shall be evaluated at least annually, in accordance with a process established by the Employer. Nothing in this Article shall prohibit the written evaluation of any employee more frequently than once annually.
2. The performance of non-probationary employees shall be evaluated in writing at least annually on a schedule in accordance with performance evaluation procedure(s) used for non-represented employees at the Laboratory. At the time of evaluation, the employee shall be given a copy of the evaluation and shall have the opportunity to provide written comments regarding the evaluation or add relevant materials which may supplement or enhance the evaluation. The comments or additional relevant materials, if any, shall be attached to the employee's evaluation and placed in the employee's personnel file.
3. In the event a non-probationary employee does not receive the written evaluation, the employee's performance for the year period shall be deemed to have been satisfactory for the purposes of salary management.

## **ARTICLE 16: EMPLOYEE DEVELOPMENT**

Employee development for bargaining unit employees shall be governed by LLNS Personnel Policies and Procedures Manual, Section I, dated March 16, 2009.

## **ARTICLE 17: PERSONNEL FILES**

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

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

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

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

### **C. Grievance Files**

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

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

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

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

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

**F. Fees**

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

## **ARTICLE 18: INCIDENTAL USE**

Use of Laboratory-owned computers, telephones, etc. by Laboratory employee members of the bargaining unit shall be governed by the LLNS, LLC policy Section D. Part III on incidental use dated December 1, 2007. Should DOE modify its policy in ways that force changes to LLNL's Incidental Use Policy, the Union will accept such modification after receiving thirty (30) calendar day notice to permit opportunity for Meet and Discuss.

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

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

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

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

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

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

### **A. Notice**

1. Written notice of intent to dismiss, demote, suspend or decrease salary shall be given to the employee, either by delivery of the notice to the employee in person or by placing the notice of intent in the U.S. mail, certified mail, in an envelope addressed to the employee at the employee's last known home address. It shall be the responsibility of the employee to inform the Employer in writing of any change in such address.
2. **The notice of intent shall:**
  - a. Inform the employee of the disciplinary action which the Employer intends to take, the reason for the disciplinary action and the effective date of the disciplinary action which shall be not less than ten (10) calendar days after the date of service of the notice of intent to discipline;
  - b. Inform the employee that he/she has the right to respond, either orally or in writing, to the proposed action, to whom the response must be made, and that the response must be received within ten (10) calendar days of the date of service of the notice of intent; and
  - c. Include a copy of the charge and all materials upon which the charge is based. A copy of the notice of intent shall be sent to the Union.

## **B. Employee Response**

The employee shall be entitled to respond, either orally or in writing, to the notice of intent described above. The response shall be made to a designated Staff Relations Representative with authority to amend, modify, revoke or otherwise alter the proposed disciplinary action, in accordance with the provisions of this Article. Such response must be received within ten (10) calendar days from the date of service of such notice of intent in accordance with instructions given by the Employer in the written notice of intent sent to the employee. After review of the employee's timely response, if any, the Employer shall notify the employee of any action to be taken. Such action may not include discipline more severe than that described in the notice of intent; however, the Employer may reduce such discipline without the issuance of a further notice of intent. If the employee chooses to respond orally, the employee is entitled to have a representative present.

## **C. Appeal Rights**

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

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

Hours of work for bargaining unit members shall be governed by LLNS Personnel Policies and Procedures Manual, Section L, dated December 22, 2008.

## ARTICLE 21: WAGES

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

Job Code	Job Classification	Sal Grd	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
801.1	Trades Helper	1	\$23.85	\$25.04	\$26.31	\$27.62		
805.1	Laborer I	1B	\$25.79	\$27.07	\$28.43	\$29.84		
805.2	Laborer II	2B	\$30.18	\$31.69	\$33.26	\$34.93		
805.4	Laborer, Lead	3L	\$34.93	\$36.68				
821.1	Locksmith I	2	\$26.31	\$27.62	\$29.01	\$30.45		
821.2	Locksmith II	5	\$32.33	\$33.93	\$35.65	\$37.42		
822.1	Air Conditioning Mech. I	4	\$32.33	\$33.93	\$35.65	\$37.42		
822.2	Air Conditioning Mech. II	8	\$37.42	\$39.29	\$41.26	\$43.31		
822.4	Air Conditioning Mech., Lead	8L	\$43.31	\$45.48				
823.1	Carpenter	4	\$32.33	\$33.93	\$35.65	\$37.42		
823.4	Carpenter, Lead	4L	\$37.42	\$39.29				
824.1	Electrician I	6	\$33.93	\$35.65	\$37.42	\$39.29		
824.2	Electrician II	7	\$35.65	\$37.42	\$39.29	\$41.26		
824.4	Electrician, Lead	7L	\$41.26	\$43.31				
825.1	Painter	4	\$32.33	\$33.93	\$35.65	\$37.42		
825.4	Painter, Lead	4L	\$37.42	\$39.29				
826.1	Plumber/Fitter	6	\$33.93	\$35.65	\$37.42	\$39.29		
826.4	Plumber/Fitter, Lead	6L	\$39.29	\$41.26				
827.1	High Voltage Electrician	8	\$37.42	\$39.29	\$41.26	\$43.31		
827.4	High Voltage Electrician, Lead	8L	\$43.31	\$45.48				
842.1	Heavy Equipment Mechanic	4	\$32.33	\$33.93	\$35.65	\$37.42		
842.4	Heavy Equipment Mechanic, Lead	4L	\$37.42	\$39.29				
851.1	Welder I	4	\$32.33	\$33.93	\$35.65	\$37.42		
851.2	Welder II	7	\$35.65	\$37.42	\$39.29	\$41.26		
851.4	Welder, Lead	7L	\$41.26	\$43.31				
852.1	Sheetmetal Worker	7	\$35.65	\$37.42	\$39.29	\$41.26		
852.4	Sheetmetal Worker, Lead	7L	\$41.26	\$43.31				
861.1	Rigger I	3	\$30.78	\$32.33	\$33.93	\$35.65		
861.2	Rigger II	4	\$32.33	\$33.93	\$35.65	\$37.42		
861.4	Rigger, Lead	4L	\$37.42	\$39.29				
862.1	Maintenance Mechanic	4	\$32.33	\$33.93	\$35.65	\$37.42		
862.4	Maintenance Mechanic, Lead	4L	\$37.42	\$39.29				
863.2	Boiler & Pressure Sys Mech II	8	\$37.42	\$39.29	\$41.26	\$43.31		
863.4	Boiler&Pressure Sys Mech Lead	8L	\$43.31	\$45.48				
894.8	Crafts Multi-Skill Assist	4	\$32.33	\$33.93	\$35.65	\$37.42		
895.8	Crafts Multi-Skill Assist.	6	\$33.93	\$35.65	\$37.42	\$39.29		
896.8	Crafts Multi-Skill Assist.	7	\$35.65	\$37.42	\$39.29	\$41.26		
897.8	Crafts Multi-Skill Assist.	8	\$37.42	\$39.29	\$41.26	\$43.31		
898.8	Crafts Multi-Skill Assist.	9	\$39.29	\$41.26	\$43.31	\$45.48		
899.9	Crafts Multi-Skill Assist	10	\$37.42	\$39.29	\$41.26	\$43.31	\$45.48	\$47.76

1. Effective January 1, 2011, all classifications in the bargaining unit will receive a non-base building lump sum payment in the amount of 1.5%.
2. Effective January 1, 2012, all classifications in the bargaining unit will receive a non-base building lump sum payment in the amount of 1.5%.
3. Effective January 1, 2013, all classifications in the bargaining unit will receive a base building increase of no less than the greater of 2.0% and the average of base building increases for other LLNS employees.

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

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

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

## **ARTICLE 22: ANCILLARY PAY**

Ancillary pay for employees in the bargaining unit will be governed by Section L of the LLNL Personnel Policies and Procedures Manual dated March 2011.

## **ARTICLE 23: OVERTIME**

Overtime practices for bargaining unit members shall be governed by LLNS Personnel Policies and Procedures Manual, Section L, dated December 22, 2008.

## **ARTICLE 24: INSURANCE BENEFITS**

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

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

Unit employees (and their qualifying family members) will be eligible for the same insurance plans or special accounts that are available to non-represented LLNL employees as of the date of this contract. The Employer shall agree to meet and discuss changes to benefits and premium costs for calendar years 2011, 2012, and 2013 prior to the decision to implement them.

## **ARTICLE 25: RETIREMENT BENEFITS**

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

Employees hired effective October 1, 2007, elected to become members of the LLNS Defined Benefit Pension Plan and the LLNS 401(K) Savings Plan (TCP1) or the LLNS 401(K) Retirement Plan (TCP2). The Employer agrees to meet and confer with the Union regarding any changes to the LLNS retirement plans, prior to those changes becoming effective, during the term of this Agreement.

## **ARTICLE 26: LAYOFF**

### **A. General Provisions**

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

### **B. Definitions**

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

### **C. Temporary Layoff**

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

### **D. Indefinite Layoff**

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

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

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

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

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

## **ARTICLE 27: SEVERANCE**

### **A. General Provisions**

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

### **B. Definitions**

The following definitions shall apply for purposes of severance payments.

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

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

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

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

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

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

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

#### **1. Calculation**

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

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

An employee receiving severance will have the option of selecting a lump-sum payment at time of termination or payment in bi-weekly installments.

### **D. Limitations**

#### **1. Layoff**

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

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

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

### **3. Exceptions**

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

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

### **E. Reemployment**

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

## **ARTICLE 28: SUBCONTRACTING**

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

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

## ARTICLE 29: GRIEVANCE PROCEDURE

### A. General Conditions

1. A grievance is a written complaint by an individual employee, a group of employees, or the Union that the Employer has violated a specific provision of this Agreement.
2. No employee shall be subject to reprisal for using or participating in the grievance procedure of this Agreement.

### 3. Filing

- a. All grievances must be filed with Staff Relations within the time frames specified in this Article, on a form agreed to by the parties (see Appendix A). If the grievance is for more than one (1) employee, all individuals adversely affected will be identified on the grievance form by the Union to the extent the Union knows who the affected employees are at the time of filing.
- b. The grievance form must be signed and dated by the employee(s) or the employee's representative upon submission to the Employer. Union grievances must be signed by the Union President or designee. The Union will identify designee(s) in writing to the Employer.
- c. The grievance form (see Appendix A) shall be furnished to the employee by either the Union or the Employer designee, although failure of an Employer Representative to provide a grievance form upon request shall not constitute cause for an extension of the time lines for filing.
  - 1) Only one (1) subject matter shall be covered in any one (1) grievance. A formal grievance must:
    - a) identify the specific Article(s) and Section(s) of this Agreement alleged to have been violated;
    - b) describe the action(s) which allegedly violated the identified Article(s) and Section(s);
    - c) identify the date(s) of the action(s);
    - d) list the affected individual(s) known at the time of filing; and
    - e) describe the remedy requested.
  - 2) Receipt of the grievance shall be acknowledged in writing by the Employer as soon as practicable following receipt, and sent to the non-work address listed on the grievance form. If the grievance is incomplete or does not identify the information required in Section A.3.c.1. above, the Employer will advise the representative to complete the information within seven (7) calendar days of the date of the acknowledgement. The provision of information does not in any way extend the original time limit to file the grievance.
  - 3) For the initial filing of a grievance, the date filed shall be the date received. However, if the grievance is mailed, the date of the U.S. Postal Service postmark shall be considered the date filed. For grievance appeals and responses, the date of issuance shall be the date hand-delivered, or the date of the U.S. Postal Service

postmark, if mailed. Additionally, a grievance may be filed by facsimile if a signed hard copy is received by the Employer within ten (10) business days. The date and the time registered by the Employer's facsimile machine shall constitute the official date of receipt. If the registered date on the facsimile falls outside the Employer's business hours, the following business day shall constitute the official date of receipt.

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

#### 4. Terms / Definitions

For the purposes of this Article, the terms:

- a. "**Grievant**" means any eligible employee covered by this contract who has a grievance or complaint (as defined by this Agreement);
- b. "**Other Grievance Representative**" means any person representing an employee covered by this contract, other than an SPSE-UPTE-designated employee representative or an SPSE-UPTE representative, in the resolution of her/his grievance other than a person who has been designated as supervisory, managerial, or confidential;
- c. "**SPSE-UPTE-designated Employee Representative**" means any employee covered by this contract who is a designated Union representative of SPSE-UPTE, in accordance with the provisions of Article 7: Access;
- d. "**SPSE-UPTE Representative**" means any person who is a non-Laboratory employee designated by the Union to act in the interest of or on behalf of SPSE-UPTE;
- e. "**The Parties**" means the Employer and
  - 1) the "**grievant(s)**", when the grievant(s) is self-represented or is represented by an individual, as defined in Section A.4.b. above; or
  - 2) the "**SPSE-UPTE representative**" or the "**SPSE-UPTE-designated employee representative**" when the grievant(s) is represented by an individual, as defined in Section A.4.d. or Section A.4.c. above; or
  - 3) **SPSE-UPTE**, when the Union is itself the grievant.
- f. "**witness**" means any employee who is serving as a witness in a grievance proceeding; for the purposes of release time, said employee must be covered by this contract.

#### B. Employee Representation

A grievant shall have the right to be represented at all steps of the grievance procedure by a Union representative or an SPSE-UPTE-designated employee representative, or any other one (1) person of the grievant's choice other than a Laboratory employee who has been designated as supervisory, managerial, or confidential.

### **C. Time Limits**

1. Other than the time limits for the initial Step 1 filing of a grievance, the time limits as specified in this Article may be extended by mutual agreement of the parties. Extensions must be in writing and must be signed by the parties in advance. The parties may mutually agree to skip any steps of the grievance procedure. Such an agreement must be in writing and must be signed by the parties.
2. Deadlines that fall on a day that is not a regular business day will automatically be extended to the end of the next business day.
3. If a grievance is not appealed to the next step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered resolved on the basis of the last Employer response to the grievance and shall be considered ineligible for further appeal.
4. REQUEST THAT A GRIEVANCE BE PLACED IN ABEYANCE - Should the grievant and/or the Union make a request that the grievance be placed in abeyance for any reason, the period of abeyance shall not exceed ninety (90) calendar days, except in cases of sexual harassment where it shall be one-hundred-eighty (180) calendar days.

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

Grievants who voluntarily resign or retire their employment with the Employer shall have their pending grievances immediately withdrawn and will not benefit by any subsequent settlement or disposition of any individual, Union, or group grievance.

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

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

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

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

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

- a. All grievances (individual, group, or Union) must be filed either by U.S. mail or hand delivery, and received by Staff Relations within sixty (60) calendar days after the date on which the employee or the Union knew or could be expected to know of the event or action giving rise to the grievance. Staff Relations may extend this time limit to allow informal attempts at settlement to resolve the grievance.
- b. Grievances received after the filing deadline will be processed solely for the purposes of determining whether the grievance was untimely. Any formal grievance which is not received in accordance with Section F.1., or this section, shall be reviewed only in accordance with the review procedures in Section Q.

#### **c. Employer Review:**

- 1) The Employer's written response will be issued to the grievant and the representative, if any, within fifteen (15) calendar days after the formal grievance is filed. If the response is not issued within this time limit, or if the grievance is

not resolved at Step 1, the grievance may proceed to Step 2.

- 2) Resolution of the grievance at Step 1 or earlier, although final, shall not be precedent-setting.

**d. Sexual Harassment Complaint Resolution Procedures:**

- 1) An employee alleging sexual harassment may elect to substitute an Employer sexual harassment complaint resolution procedure for Step 1 of the Grievance Procedure. An employee who elects to use a separate sexual harassment complaint resolution procedure may return to the Grievance Procedure only if they filed a grievance within the time limit for filing. An employee who elects to resume the regular Grievance Procedure in place of the sexual harassment complaint resolution procedure shall do so by sending written notice to the Employer. The Employer's Step 1 Grievance response will be issued within fifteen (15) calendar days after the notice is received by the designated Employer official. If the second step of the grievance is not invoked by the grievant or the Union, the Employer will hold the grievance in abeyance for up to one-hundred-eighty (180) calendar days.
- 2) Grievances that allege a violation involving sexual harassment may, at the grievant's option, enter the Grievance Procedure at Step 2.
- 3) If no report issues from the sexual harassment procedure or the employee elects to use the sexual harassment procedure and for any reason the grievance is in abeyance for more than one-hundred-eighty (180) calendar days, the case will be considered withdrawn by the grievant, unless expressly confirmed in writing to be in abeyance. Any request for extension of the abeyance will be subject to new deadlines pursuant to this Section.

**2. Step 2**

- a. If the grievance is not resolved at Step 1, the grievant or the Union may proceed to Step 2 by filing a written appeal with Staff Relations within fifteen (15) calendar days of the date the written response is issued or, if not issued, is due.
- b. Unless the parties agree otherwise, the designated Employer local official shall convene a meeting with the grievant(s) and the grievant's representative, if any, to attempt to resolve the grievance. The meeting shall be convened no later than fifteen (15) calendar days following receipt of the appeal to Step 2. During the Step 2 meeting, the parties shall discuss information and contentions relative to the grievance.
- c. During the Step 2 process, the parties may agree in writing to amend the alleged violations stated in the original grievance.
- d. If requested by the grievant, a second Union representative may participate in the Step 2 meeting. In the event a second Union representative attends, only one (1) representative may actively participate in the grievance meeting, and the Employer shall pay release time for only one (1) representative.
- e. If a grievance that alleges a violation of Article 19: Corrective Action / Discipline and Dismissal only is not satisfactorily resolved at Step 2, the Union may appeal directly to arbitration in accordance with Article 30: Arbitration Procedure.

- f. A written decision shall be issued within fifteen (15) calendar days following the Step 2 meeting, or receipt of the Step 2 appeal if it is agreed that no meeting will be held.

### **3. Step 3**

- a. All grievances that are not satisfactorily resolved at Step 2 may be appealed to Step 3. The appeal must be filed with Staff Relations within fifteen (15) calendar days of the date the Employer's Step 2 written answer was issued or, if no Employer answer was issued, within fifteen (15) calendar days of the date the Employer's answer was due.
- b. The Step 3 appeal shall identify all unresolved issues, alleged violations and remedies and shall be signed and dated by the grievant or their representative. The subject of the grievance as stated at Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
- c. Staff Relations shall issue the Employer's written answer to a Step 3 appeal within thirty (30) calendar days of the receipt of the appeal. The answer will be issued to the grievant when self-represented, or to the employee's representative.
- d. By mutual agreement between the Employer and the Union, Step 3 may also be the first step in the Grievance Procedure when the Union is filing a grievance on behalf of employees at more than one location. Such a grievance must be filed within thirty (30) calendar days of the action that gave rise to the grievance and follow all other requirements of Section A.3 – Filing, above.

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

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

### **G. Union Grievances**

The Union shall have the right to present grievances under this procedure on behalf of an individual employee, on behalf of a group of employees, or on behalf of itself. It shall be the Union's responsibility to inform an employee that it is bringing a grievance.

### **H. Group Grievance**

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

### **I. Consolidation Of Grievances**

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

### **J. Offers Of Settlement**

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

## **K. Retroactivity**

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

## **L. Exclusive Procedure**

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

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

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

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

- d. Paid release time for SPSE-UPTE-designated employee representatives for purposes other than Employer convened meetings shall be provided in accordance with Article 8: Steward Access.

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

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

#### **O. Other Representation**

Grievants may choose a representative other than a Union representative for purposes of grievance representation and adjustment. In the event the Employer is involved in the resolution of a grievance from a grievant or group of grievants who are self-represented or represented by someone other than a Union representative:

1. The Employer shall provide the Union with a copy of the grievance and the proposed resolution, indicating the grievant or grievants have chosen a representative other than the Union.
2. The Union shall have ten (10) calendar days from the date the Employer provides the material referenced above in which to comment in writing on the proposed resolution.
3. The Employer shall not implement the proposed resolution of the grievance until timely receipt and review of the Union's written comments, if any.
4. The resolution of grievances presented by someone other than a Union representative shall be consistent with the terms of this Agreement.

#### **P. Grievance File**

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

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

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

## **ARTICLE 30: ARBITRATION**

### **A. General Conditions**

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

### **6. Time Limits**

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

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

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

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

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

Should the Union make a request that the grievance be placed in abeyance for any reason, the period of abeyance shall not exceed forty-five (45) calendar days, except in cases of sexual harassment where it shall not exceed ninety (90) calendar days.

### **B. Employee Representation**

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

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

1. Within ninety (90) calendar days of the date of the appeal to arbitration, the arbitrator shall be selected.

2. The Employer shall obtain a panel of prospective arbitrators from the local office of the American Arbitration Association (AAA). Upon request, Staff Relations will forward a copy of the AAA response to the Union. The parties shall arrange to strike names and the remaining person shall become the Hearing Officer. A coin toss shall determine whether the Union representative or Staff Relations has first choice in striking names.
3. If both parties disagree with the arbitrator who has been selected, the process shall be repeated once in its entirety.
4. A separate arbitrator shall be selected for each grievance appealed to arbitration, unless the parties agree otherwise in writing.
5. The parties may agree in writing to extend the ninety (90) calendar day limit for selecting the arbitrator. Failure to select the arbitrator within ninety (90) calendar days, or to achieve a written extension of the time period, will render the appeal to arbitration ineligible for further processing and the Employer's Step 3 answer will be considered final.
6. All arbitrability disputes, substantive or procedural, shall be subject to arbitration under this Article, including disputes arising from Employer claims that the Union has lost the right to pursue arbitration of a pending grievance because of untimely processing.

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

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

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

1. The parties will attempt to agree on a location for the arbitration hearing.
2. The arbitration hearing shall be closed to anyone other than the participants in the arbitration hearing, unless the parties otherwise agree in writing.
3. The arbitration hearing shall provide an opportunity for the Union and the Employer to examine and cross-examine witnesses under oath or affirmation, and to submit relevant evidence.
4. Settlement offers made any time during the Grievance and/or Arbitration Procedure shall not be introduced as evidence in the arbitration hearing.
5. Either or both parties may, at their discretion, file briefs with the arbitrator. The order and time limits of briefing shall, on a case by case basis, be as agreed upon by the parties or as specified by the arbitrator. Briefing time limits shall be extended by the arbitrator upon the agreement of both parties.
6. In all cases appealed to arbitration pursuant to the terms of this Article and this Agreement, the Union has the burden of initiating the steps in the procedure. With the exception of those cases in which the issue is that of actions taken by the Employer pursuant to Article 19: Corrective Action / Discipline and Dismissal, the Union shall have the burden of proof. The burden of proof in cases in which the issue is that of actions taken by the Employer pursuant to Article 19: Corrective Action / Discipline and Dismissal, shall be the Employer's.

7. Prior to the hearing, the parties shall exchange the names of known witnesses and relevant materials to be introduced at the hearing no less than seven (7) calendar days prior to the hearing date.

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

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

#### **G. Arbitration Remedies**

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

#### **H. Cost Of Arbitration**

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

full cost of the cancellation/postponement fee. In the event the parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/postponement fee, the parties will equally bear the cost of the fee, unless the parties agree otherwise.

#### **I. Pay Status**

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

#### **J. Expedited Arbitration**

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

## **ARTICLE 31: WAIVER**

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

## **ARTICLE 32: SEVERABILITY**

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

### **ARTICLE 33: SUCCESSORSHIP**

In the event bargaining unit employees' duties of providing skilled trades for the Employer is assumed or contracted out, to any other entity, public or private, the successor organization shall agree to all terms and conditions of this Agreement unless that assumption in whole or in part would be in violation of a matter of public law.

This Agreement will be binding upon LLNS, LLC hereto, their successors, and assigns.

## **DURATION OF AGREEMENT**

This Agreement shall be effective on January 1, 2011 and shall terminate at 11:59 p.m. on December 31, 2013 unless the Employer and Union mutually and in writing agree to extend any or all of the terms and conditions of this Agreement.

In order to facilitate negotiations, both parties will issue written proposals for a successor Agreement prior to June 1, 2013. Negotiations shall commence on or about July 15, 2013 unless another date is mutually agreed to by the parties.

## MEMORANDUM OF THE NEGOTIATORS

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

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

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

FOR THE EMPLOYER

FOR THE UNION

---

Robert Perko  
Chief Negotiator  
Staff Relations Division / LLNS

---

Robert Swanson  
Chief Negotiator  
SPSE-UPTE

---

Frank Robles  
Staff Relations Division

---

James K. Wolford, Jr.  
Chief Steward  
SPSE-UPTE

---

Lisa Maciel  
Security Organization

BARGAINING TEAM MEMBERS:

---

Donna J. Governor  
Facilities and Infrastructure Directorate

---

Kevin Aguilar

---

Stephen Balke

---

Jim E. Davis

---

John Dickson

---

David Guevara

---

Thomas Honour

---

Stephen Whitemore

## EXECUTION OF AGREEMENT

The foregoing Agreement between Lawrence Livermore National Security, LLC (the “Employer”), and the Society of Professionals, Scientists, and Engineers (SPSE) Local 11 - University Professional and Technical Employees (UPTE), Communications Workers of America (CWA) Local 9119, AFL-CIO (the “Union”), having been duly approved by both parties, is hereby executed by the undersigned authorized representatives of each party.

By: \_\_\_\_\_  
Robert Swanson  
Chief Negotiator  
SPSE-UPTE

By: \_\_\_\_\_  
Robert Perko  
Chief Negotiator  
Staff Relations Division / LLNS

By: \_\_\_\_\_  
Thomas F. Gioconda  
Director Laboratory Director



## APPENDIX B

### Pay Definitions and Ancillary Pay Components

#### Base Rate/Salary Definitions

For nonexempt employees Base Rate/Salary 1 is the rate of pay, reported as either hourly, monthly, or annually, for all hours worked on a standards work schedule (i.e. Shift 1) as defined in the Human Resources PPPM Section L.I.2.2. This is the rate of pay used for all salary administration purposes. This is commonly referred to as Base Pay or Base Rate. Nonexempt employees working a nonstandard work schedule are paid as follows:

- Base Rate/Salary 2 = Base Rate 1 plus 7.5% (shift 2 – nonstandard work schedule)
- Base Rate/Salary 3 = Base Rate 1 plus 15.0% (shift 3 – nonstandard work schedule)

Only preapproved exempt employees working a nonstandard work schedule will receive an additional allowance as indicated as:

- Shift 2 = 7.5% \* Base Rate 1
- Shift 3 = 15% \* Base Rate 1

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

January 21, 2009

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

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

Dear Mr. Wolford:

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

Robert Perko  
Division Leader  
Staff Relations Division

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

January 21, 2009

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

**Re: *Performance Appraisals***

Dear Mr. Wolford:

Lawrence Livermore National Security, LLC (LLNS) and the SPSE-UPTE Local 11 on behalf of the Skilled Trades Bargaining Unit agree that the Performance Appraisal form currently utilized by the Maintenance and Utility Services Department (MUSD) will continue to apply to bargaining unit members for the contract term. A copy of the form is enclosed.

Robert Perko  
Division Leader  
Staff Relations Division

Enclosure

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

December 10, 2008

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

**Re: *Preventive Maintenance***

Dear Mr. Wolford:

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

Robert Perko  
Division Leader  
Staff Relations Division

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

February 25, 2011

Rob Swanson  
Chief Negotiator  
SPSE-UPTE, Local 11  
CWA Local 9119, AFL-CIO  
P.O. Box 1066  
Livermore, CA 94551

**Re: *Flex-Term Employees***

Dear Mr. Swanson:

Effective October 1, 2010, all Flex-Term employees in the Bargaining Unit on October 1, 2010, will be converted to Indefinite Career status.

Robert Perko  
Division Leader  
Staff Relations Division

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

February 25, 2011

Rob Swanson  
Chief Negotiator  
SPSE-UPTE, Local 11  
CWA Local 9119, AFL-CIO  
P.O. Box 1066  
Livermore, CA 94551

**Re: *Supplemental Labor Practices***

Dear Mr. Swanson:

After two years of continuous service by a supplemental labor employee in the bargaining unit classification, the employer will review the need to continue that service. If the service is still needed, the Laboratory will fill the position with a flexible term employee.

The initial review will be one year from the signing of the contract.

Robert Perko  
Division Leader  
Staff Relations Division