

AGREEMENT

Between

FERMI NATIONAL ACCELERATOR LABORATORY

Operated by

FERMI RESEARCH ALLIANCE, LLC.

for the

UNITED STATES DEPARTMENT OF ENERGY

and

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

(DRIVERS UNIT)

October 1, 2020 – September 30, 2023

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AGREEMENT

This Agreement is entered into this 1st day of October, 2020, by and between the Fermi National Accelerator Laboratory, operated by Fermi Research Alliance, LLC for the United States Department of Energy (hereinafter referred to as the Laboratory) and of the Automobile Mechanics' Local 701 of the International Association of Machinists and Aerospace Workers, Local 701, AFL-CIO, (hereinafter referred to as the Union).

ARTICLE I

PURPOSE

Section 1.1. Intent and Purpose. It is the intent and purpose of the parties hereto to set forth their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the Laboratory, the Union and the employees covered by this Agreement: to provide procedures for equitable adjustment of grievances: to prevent lockouts, interruptions of work, work stoppages, strikes and other interferences with the work of the Laboratory during the life of this Agreement; and, in general, to promote harmonious relationships between the Laboratory, its employees, and the Union.

Section 1.2. Union Relationships. The Laboratory and the Union recognize that it is in the best interest of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Laboratory and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect.

ARTICLE II

RECOGNITION

Section 2.1. Recognition. The Laboratory recognizes the Union as the sole and exclusive agent for purposes of collective bargaining with respect to compensation, hours and working conditions of employees of the Laboratory who are members of the unit described by the National Labor Relations Board in Case No. 13-RC-20566 as all full-time and part-time Truck and Taxicab Drivers employed by the employer and currently working within the Transportation Services Department of the Facilities and Engineering Services Section at the employer's facility located in Batavia, Illinois, excluding office clerical professional and managerial employees, guards, supervisors, and all other employees as defined in the Act.

The term "employees," as used in this Agreement shall, unless otherwise stated, refer only to members of that unit.

Section 2.2. Union Security. All present employees who are not Union members and who do not in the future become and remain members shall, as of the effective date of this Agreement, be required, as a condition of employment, to pay to the Union each month, pursuant to authorization of payroll deduction as hereinafter referred to, a service charge as a contribution for the administration of this Agreement and the representation of such employees. The service charge shall be payable at the same time as the Union's regular dues, exclusive of initiation fees, fines, assessments or any other charges uniformly required as a condition of acquiring or retaining Union membership.

All new employees shall, on the conclusion of their 30th day become and remain members of the Union and/or pay service fees as stated in the above paragraph and shall thereafter during the life of this Agreement remain members/service fee payers of the Union, and in default thereof shall upon written request of the Union, be terminated, within three (3) days after receipt of said notice, by the Laboratory; provided however, that the Laboratory shall not be required to terminate or discriminate against any employee for non-membership in the Union if such membership is not made available to the employee on the same terms and conditions generally applicable to other members or if membership is denied to the employee or terminated for reasons other than failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Initiation fees can be paid in installments over a two (2) month period on request.

Section 2.3. Union Committee and Stewards. The Union shall designate and the Laboratory shall recognize: A Union Committee consisting of one Steward, one committeeperson and one alternate who will serve on the Committee in place of an absent member. This includes the elected Shop Steward, who will be the Chair of the Committee. The Laboratory shall not be required to recognize as being a member of the Committee or as being a Union representative, any person who is not at any time such recognition is sought, an employee regularly assigned to the group which he/she represents: and, provided, further, that the Laboratory shall not be required to thus recognize any Committee member, alternate, or Union representative prior to the expiration of three (3) working days after written notice of designation of such employee as a committee member or representative has been delivered to the Laboratory Officer responsible for the administration of this Agreement

Section 2.4. Union Activity. The Union agrees that its officers, members and agents will not engage in Union activity on Laboratory time except as specifically provided in Article V and, further, that there shall be no solicitation or payment of dues, fines, assessments or fees, of any kind, on Laboratory time, or in such manner as to interfere with the work or attendance at work of any employee, except that the Workforce Development and Resources Section shall instruct each new employee as to where they can acquire membership in the Union. The Laboratory agrees that it will not discriminate against any employee because of their official position or membership in the Union.

Section 2.5. Payment of Steward and Committee. The Employer agrees to pay the Steward or his/her designee for their absence from work due to time spent handling grievances (as provided for in Article V). The Steward and Committee shall be paid for any absence from work due to contract negotiations and other times mutually agreed upon.

Section 2.6. Bulletin Boards. The Laboratory will provide a suitable bulletin board, in the Break Room of the site 38 Dispatch Office, for the purpose of posting notices of Union meetings and events. No notice shall be posted on these bulletin boards without the prior approval of the Workforce Development and Resources Section.

Section 2.7. Check-off. Upon receipt of a Union provided authorization form, signed by an employee and upon completion of thirty (30) calendar days of employment, the Laboratory agrees to deduct from the wages of the employee and forward to the treasurer of the designated Local, International Association of Machinist and Aerospace Workers, fees and dues of a uniform, specified dollar amount, as certified by the Local. Deduction for dues shall be made from the first paycheck of the month and forwarded to the Union by the 15th of the month.

Initiation fees, one quarter of which shall be deducted in each of the first four pay periods of employment, shall be remitted to the said Local with the following month's dues remittance.

Upon receipt of a written authorization from an employee stating that he/she is revoking his/her authorization (pursuant to the criteria set forth in the dues check off authorization form) the Laboratory will cease deducting from his/her pay. The employee shall send a copy of such notification to the Union.

Section 2.8. Indemnification. The Union agrees to indemnify the laboratory and hold it harmless from any and all claims that may be made against it by an employee or employees for amounts deducted from wages as herein provided.

ARTICLE III

MANAGEMENT RIGHTS

Article III - Managements Rights. All rights to manage the Laboratory and to direct its working force shall continue to be vested in and be the exclusive responsibility of the Laboratory administration as such rights existed prior to execution of this Agreement, except as limited by a provision of this Agreement which specifically describes the management function or right which is to be limited and the extent to which it is limited.

Management and direction of the Laboratory include, but are not limited to, the following rights and responsibilities: the direction, planning, change and control of all Laboratory operations and procedures; the establishment and change of work schedules, methods of work, places of work and content of work assignment; the right to make and enforce reasonable work rules and to discipline or discharge employees for just cause; the right to relieve employees from work duties for any legitimate reason; the right to introduce new methods, materials, equipment or facilities and to change or eliminate methods, materials, equipment or facilities; the right to determine the need for and identity of suppliers, contractors and subcontractors; the right to hire, select, evaluate the abilities of and determine the number of employees required; the right to assign work to such employees in accordance with the requirements of the Laboratory as determined by its administration; and otherwise to take such action as the Laboratory administration may determine to be necessary for the orderly, safe and efficient achievement of the Laboratory's goals. Nothing

in this Agreement (including Article I) shall be deemed a guarantee that any work now performed at or by the Laboratory will be continued to be performed at or by the Laboratory, or a guarantee of continued employment or Laboratory operations.

The Union recognizes the right of the Laboratory to make and to alter from time to time reasonable rules and regulations to be observed and complied with by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. The Union shall be advised of such rules and regulations, the reasonableness of which shall be subject to the grievance procedure.

ARTICLE IV

NO STRIKE-NO LOCKOUT

Section 4.1. Prohibited Activity. During the term of this Agreement, the grievance and arbitration procedures provided herein, and the remedies and procedures provided by the National Labor Relations Act and by the courts, shall be the sole and exclusive means of resolving any dispute between the employees and/or the Union and the Laboratory, whether relating to the interpretation and application of this Agreement, economic matters, or otherwise. Accordingly, there shall not be, nor shall the Union, its agents or any employee encourage, sanction or participate in any strike (including sympathy strike) picketing, slowdown or other intentional interruption of work, regardless of the reason.

Section 4.2. Discipline. Any employee engaging in an activity prohibited by Section 4.1. shall be subject to discipline, including discharge. However, the discipline and/or discharge is subject to the grievance and arbitration provisions of this Agreement, provided that any such grievance and/or arbitration shall be limited to the question of the alleged violation only and shall not address the extent or degree of action taken by the Laboratory.

Section 4.3. Other Enforcements. In the event of a claimed violation of Section 4.1. by an employee or group of employees, the Laboratory shall have the right (without waiving any other rights) to seek judicial restraint of the action claimed to be in violation of Section 4.1 .

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

ARTICLE V

GRIEVANCE PROCEDURE

Section 5.1. Definition of a Grievance. A Grievance is any dispute or difference of opinion raised by the Union or by any employee against the Laboratory involving the meaning, interpretation or application of the provisions of this Agreement.

Section 5.2. Procedures: Grievances shall be presented and discussed in accordance with the following procedure except that grievances concerning a discharge from employment may be presented in writing directly at Step 3.

Step 1: The employee(s) or Union (if a Union Grievance) shall formally notify and raise the grievance orally with the appropriate Supervisor (or his/her designee) within three (3) working days following the event or if the aggrieved employee reasonably could not have been aware of the event during the three (3) working day period, then within three (3) working days after the employee(s) knows or reasonably should have known of the event which gave rise to the grievance. The employee(s) may raise the grievance in the company of a Union Representative if he/she chooses. The supervisor or his/her designee will give a verbal answer no later than three (3) working days following the verbal presentation of the grievance.

Step 2: The Supervisor's verbal answer shall settle the grievance unless it is appealed to the Department Manager, or designee, within three (3) working days from the Supervisor's answer. The appeal shall be in writing stating the facts giving rise to the grievance, the Section(s) of the Agreement allegedly violated; the relief requested and shall be signed and dated by the grievant and either the Union Steward or a recognized Unit representative. If a meeting is requested, the Department Manager, or designee, shall meet with the grievant and the Union representative who signed the Grievance Form, within three (3) working days of the request to discuss the grievance. The Manager shall respond in writing within five (5) working days of receipt of the appeal or the occurrence of a meeting.

Step 3. The Step 2 written answer shall settle the grievance unless it is appealed in writing by a representative (steward or his/her designee) of the Union to the Laboratory Officer responsible for the administration of this Agreement within five (5) working days from the date of the Manager's answer. The appeal shall rebut the Second Step answer and may request a meeting on the grievance. If a meeting is requested, the Laboratory Officer (together with other members of Laboratory management deemed appropriate) will meet with the grievant, the steward and a Union Business Representative to discuss the grievance within 10 working days. The Laboratory will submit a written answer within ten (10) working days after the meeting (or if no meeting is requested, within ten (10) working days after receipt of the appeal).

Section 5.3. Resolution. Grievances not appealed to the next succeeding step within the time limits specified above shall be deemed resolved for all purposes, except where an extension of the time limit is mutually agreed.

The term, "work days" shall not include Saturdays, Sundays or holidays. If the Laboratory fails to answer within the period stated, the Union may appeal to the next step, or where applicable to arbitration.

Section 5.4 Presentation and Processing of Grievances. Grievances may be presented to and discussed with the relevant Supervisor and Manager during any regularly scheduled working hours and the time spent by the aggrieved employee and the recognized unit representative in presentation and discussion shall be paid for at their regular rate; provided that, should the time spent in presentation/discussion be excessive, or unreasonable, the Laboratory may refuse to pay for the excessive time and shall notify the representative involved of the amount of time refused and the reason for refusal of payment. No employee shall leave his/her work for the purpose of handling a grievance without first receiving permission from his/her supervisor and giving reasonable notice.

Section 5.5 Appeal to Arbitration. The Laboratory's written answer to Step 3 of the Grievance Procedure may be appealed to arbitration by the Union within thirty (30) calendar days of the date of delivery of the Laboratory's Step 3 answer, by a notice in writing to the designated Laboratory Officer.

Section 5.6. Authority of the Arbitrator. The decision of the arbitrator shall be in writing and shall be final and binding upon the Laboratory, the Union and the employee or employees involved and all other employees represented by the Union. The arbitrator may consider and decide only the particular grievance or grievances presented and the decision shall be based upon an interpretation of the provisions of this Agreement. The arbitrator shall not have the right to amend, take away, modify, add to, change or disregard any of the provisions of this Agreement; nor the power to change any penalty of discharge or suspension imposed by the Laboratory unless, upon the facts of the case presented, it is found that the Laboratory has violated the terms of this Agreement. In cases of grievances involving the loss of time and/or money, the Arbitrator may order reinstatement and/or back pay, but in no event shall back pay be awarded for any time period prior to the event that gave rise to the grievance.

The party shall share the fees and expenses of the Arbitrator; all other expenses shall be borne by the party incurring them.

Section 5.7. Selection of an Arbitrator. The Union and the Laboratory shall attempt to select a mutually acceptable Arbitrator within seven (7) working days after the Union has notified the Laboratory of its intent to arbitrate. If the parties fail to mutually agree upon an Arbitrator, then within five (5) working days they shall request the Federal Mediation and Conciliation Service to provide a list of five (5) Arbitrators from the Chicago area who are members of the National Academy of Arbitrators. Upon receipt of such list the parties shall alternately strike the name of one Arbitrator until one Arbitrator remains and that Arbitrator shall be designated as the Arbitrator. The loser of a coin flip shall strike first.

Section 5.8 Discipline. The Laboratory shall discipline and/or discharge employees with just cause and shall use a discipline policy whose goal it is to correct an employee's deficiencies through progressive discipline. The progressive disciplinary steps are:

1. Oral Reprimand -- used to call the employee's attention to relatively minor first offenses. The problem and expected corrections will be explained by the employee's supervisor. A written record of the oral reprimand shall remain in an employee's personnel file for one year from the date of reprimand, after which time it shall be removed.
2. Letter of Warning -- used for repeated minor offenses or more serious first offenses. The letter will list the facts of the incident/problem, the consequences of continued unacceptable behavior and steps the employee should take for improvement. A letter of warning shall remain in an employee's personnel file for eighteen (18) months from its date of issuance, after which time it shall be removed.
3. Disciplinary suspension -- used for a serious first offense, after receiving two warning letters for similar offenses or three warning letters for any offenses or when an offense will probably be cause for termination based on a preliminary investigation but all the facts and

evidence necessary to make a final decision have not been obtained. If the investigation absolves the suspended employee he/she will be reinstated and made whole for any losses. Suspensions shall not last longer than five (5) workdays except in extreme cases involving more serious offenses for which the Laboratory can demonstrate that discharge will be the likely outcome. In this case, the suspension may last up to eight (8) work days provided the Lab needs this period of time to complete their investigation. A written record of the suspension shall remain in an employee's personnel file for two years from the date the suspension began, after which time it shall be removed.

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

A copy of any discipline issued to an employee shall be provided to the employee and the Union Business Representative.

ARTICLE VI

HOLIDAYS

Section 6.1. Recognized Holiday. Nine (9) full-day paid holidays and two (2) half-day paid holidays are observed each year. They are as follows:

New Year's Day

Martin Luther King Jr. Birthday

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Friday After Thanksgiving

One-half day Christmas Eve

Christmas Day

One-half day New Year's Eve Day

Floating Holiday (one per calendar year)

The floating holiday will be non-cumulative and be taken at the option of the employee with prior approval of supervision.

If any of the above holidays fall on a Saturday or Sunday, either the Friday preceding or the Monday following shall be recognized as the holiday. Early in the year the Laboratory will announce the days on which the holidays will be observed. Laboratory recognized holiday(s) during scheduled vacation periods are holidays not vacation.

Section 6.2. Basis of Pay

- a) Full day holidays, when not worked by an employee, shall be compensated for on the basis of eight (8) hours pay at the employee's base rate. Half day holidays when not worked by an employee, shall be compensated for on the basis of four (4) hours pay at the employee's base rate.

- b) All hours worked by an employee on a day designated as a full holiday will be paid at double time plus eight (8) hours holiday pay.
- c) Day designated as a half-holiday will be paid at double time for four (4) hour plus four (4) hours holiday pay.

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

- a) the employee is on layoff or leave of absence; or
 - b) the employee has an unexcused absence on the day before or day after the holiday; and provided that absence on a qualifying day as specified below shall not disqualify;
 - (i) An occupational injury or illness compensable under this Agreement; or
 - (ii) jury or court summons, evidence of which shall be submitted to the Personnel Department; or
 - (iii) illness or disability compensable under this Agreement, which shall be supported by a doctor's certificate; or
 - (iv) excused absence.
 - c) the employee is scheduled to work on the holiday and fails, without a reasonable excuse, to work as scheduled;
- the employee is on an excused absence without pay the entire payroll week in which the holiday occurs.

ARTICLE VII

VACATIONS

Section 7.1. Eligibility and Amount

- a) Employees who have a Laboratory employment date of 12/31/96 or earlier and who meet the eligibility requirements shall be entitled to an annual vacation and vacation pay in accordance with the following schedule:

<u>Length of Service</u>	<u>Monthly Accrual Rate</u>	<u>Annual Accrual Rate</u>
Date of hire	10 hours	15 days
From the fifth anniversary	13-1/3 hours	20 days
From the seventh anniversary	14 hours	21 days

From the ninth anniversary	14-2/3 hours	22 days
From the eleventh anniversary	15-1/3 hours	23 days
From the thirteenth anniversary	16 hours	24 days
From the fifteenth anniversary	16-2/3 hours	25 days
From the seventeenth anniversary	17-1/3 hours	26 days
From the nineteenth anniversary	18 hours	27 days
From the twenty-first anniversary	18-2/3 hours	28 days
From the twenty-third anniversary	19-2/3 hours	29 days
From the twenty-fifth anniversary	20 hours	30 days

- b) Employees who have a Laboratory employment date of 1/1/97 or later and who meet the eligibility requirements shall be entitled to an annual vacation and vacation pay in accordance with the following schedule:

Length of Service	Monthly Accrual Rate	Annual Accrual Rate
Date of hire	10 hours	15 days
From the fifth anniversary	12 hours	18 days
From the tenth anniversary	14 hours	21 days
From the fifteenth anniversary	16 hours	24 days

Section 7.2 Regulations.

- a) An employee will accrue vacation benefits monthly at a rate proportional to years of continuous service and consistent with the schedule set forth in Section 7.1 of this Article. An employee must be in pay status at least eleven (11) working days each month, at which time credit will be given for vacation earned during that period.
- b) A new employee shall not earn vacation until he has completed three (3) calendar months of employment in which he has been in pay status at least eleven (11) working days each month, at which time he will be given credit for vacation earned during that period.
- c) Subject to Supervisory approval and based on operational needs of the Laboratory, an employee may use any vacation credited to his account in half hour increments. No advance vacation pay may be obtained for vacations of less than five (5) consecutive days. Vacation requests require at least twenty four (24) hours notice.

- d) Each day of vacation will be paid at eight (8) times the employee's basic hourly rate.
- e) Vacation credited to an employee's account may not exceed twenty four (24) times the employee's monthly accrual rate.
- f) Upon termination or layoff, an employee shall be paid for any unused vacation.
- g) Upon recall from layoff, return from leave of absence, or reinstatement following military service, if the employee has retained seniority under the Seniority Article, the date of employment for the purpose of determining the amount of the monthly accrual of vacation benefit under Section 7.1. shall be the same as it was immediately prior to the layoff or leave of absence, and they shall commence earning vacation with the date of their return.
- h) Vacations shall be scheduled based upon an employee's seniority with respect to other employees in the Unit, provided that an employee, to be assured of being scheduled in the order of most senior having first choice, the vacation(s) requests must be filed prior to the first day of April in each calendar year. Vacations requests filed after April 1st will be approved on a first come first served basis.
- i) When a Laboratory holiday falls during a scheduled vacation it is not counted as a vacation day.

Any employee who becomes ill during a scheduled vacation cannot change a vacation day to a sick day; scheduled vacation days count as vacation even if an employee would ordinarily take a sick day.

ARTICLE VIII

SENIORITY

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

Occupational Group 1: Driver A

Occupational Group 2: Driver B

Occupational Group 3: Taxi Driver

Section 8.2. Acquisition of Seniority-Probationary Period. Each employee shall be considered as a probationary employee for six (6) calendar months of employment in the Bargaining Unit, after completion of which his seniority shall date back to the date he started to work in the Bargaining Unit. Where two or more employees have the same Bargaining Unit start-date, the lower payroll number shall determine greater seniority for the purpose of lay-off determinations. While in a



probationary status, an employee shall have no seniority. A probationary employee may be transferred, laid off, discharged or otherwise terminated at the sole discretion of the Laboratory, and no grievance shall be raised or processed in connection therewith.

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

- a) **Posting of Vacancies.** The Laboratory shall have sole responsibility for the selection of an individual or individuals to fill a vacant position. Notices of vacancies that arise within the Bargaining Unit will be electronically posted on the Laboratory's Career website. Such notices will show the job title of the vacancy, skills/knowledge required, and the date beyond which applications will not be accepted.
- b) **Bidding and Selection.** Applications to fill posted vacancies will be made by completing an internal application on the Laboratory's Career website. Each employee who is absent from work on a scheduled vacation or authorized leave of absence at the time the notice of vacancy is posted may apply remotely during their absence via the Laboratory's Career website. If such an employee is selected to fill the vacancy and remains on vacation or leave of absence at the time of selection, the position will be held open pending his/her return to work (subject to being filled temporarily) until:
 - 1. The end of the first working day following the employee's return to work if he/she was on vacation, or
 - 2. The end of the first working day following the employee's return to work, or the expiration of fifteen (15) calendar days, whichever first occurs, if he/she was on leave of absence.

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

A bargaining unit employee after he/she has been accepted for a promotion will be afforded the opportunity to be orientated by a qualified individual. The orientation will acclimate him/her to the duties of the new job classification.

Section 8.4. Layoff. If the Laboratory deems it necessary to reduce the working force, seniority for layoff and recall shall be applied in accordance with the following procedure:

- (a) Probationary, temporary, and part-time employees (if any) shall be laid off first.
- (b) Further reductions, if necessary, shall be made on the basis of unit seniority from each job classification, in the inverse order of seniority. Employees with the greatest seniority in the job classification affected by the reduction in force who have the ability without additional training (as differentiated from orientation) to perform the remaining work in the job classification shall be retained.

- (c) If the unit seniority of an employee being laid off is greater than the unit seniority of an employee in a lower classification, the senior employee shall elect to be laid off or displace the employee with the least unit seniority in a lower classification, provided that the senior employee has the ability without additional training (as differentiated from orientation) to perform the work required. The electing employee must notify the Laboratory and Steward in writing of their intent to displace another employee within two (2) working days of their notification of the workforce reduction.
- (d) Employees who elect to be laid off shall be recalled only to the classification from which they were laid off in the inverse order in which they were laid off. (Most senior first)
- (e) Employees who have been displaced shall have the same right to displace employees with less unit seniority in a lower classification.
- (f) Employees who elect to displace an employee in a lower classification shall:
 - 1) Have their pay reduced by the difference between their classification rate in Appendix A and the classification rate of pay for the classification they move into.
 - 2) Retain all prior classification seniority for the purpose of recall to the classification from which they were laid off.
 - 3) Be credited with classification seniority equal to their unit seniority while in the lower classification.
 - 4) Upon returning to the classification from which they were laid off, be paid at the current rate of that classification.
- (g) Recall offers shall be made in the inverse order in which employees were laid off. Certified letter, return receipt requested, mailed to the last address on record in the Personnel Department, shall notify employees subject to recall.

Employees who are permanently laid off shall receive severance pay in accordance with the following schedule. Employees who have completed their initial hire (probationary) period who are laid off under a Reduction in Force workforce restructuring plan as part of a permanent reduction in force are eligible for severance pay based on the following schedule provided they execute the release provided by the Laboratory for the specific Reduction in Force workforce restructuring plan within the time period set by the Laboratory and waive any recall or reinstatement rights. No employee who resigns; or is discharged for cause will be eligible for severance pay. Employees who take severance will not be eligible for rehire by the Laboratory for a period of one (1) year from the date of the employee's separation, and the Laboratory will have no obligation to reemploy the employee in the future:

Years of Service
Less than 1 year

Severance Pay
2 weeks



1 year to 5 years	3 weeks
5 years to 10 years	5 weeks
10 years to 15 years	7 weeks
15 years to 20 years	9 weeks
20 years to 25 years	11 weeks
25 years or more	13 weeks

Terminating employees eligible for severance pay shall receive such pay in a lump sum pay out.
Section 8.5. Termination of Seniority. Seniority, and the employment relationship, shall terminate automatically when an employee:

- (a) is discharged;
- (b) is laid off or absent from work for any reason for a period of twelve (12) months or the amount of his seniority as of his last day of work, whichever is shorter;
- (c) Voluntarily quits, which shall include;
 - (i) expressed resignation;
 - (ii) Failure to return to work within ten (10) calendar days after receipt of notification of recall from layoff (unless the Laboratory extends the period in writing). Notification shall be by certified or registered mail directed to the last address appearing on the Laboratory's records.
 - (iii) is absent from work for three (3) calendar days with no notification to the Laboratory;
 - (iv) an overstay of a leave of absence, or giving a false reason to obtain it: or the overstay of a vacation, unless he/she furnishes an excuse acceptable to the Laboratory for reporting late from the vacation. (No excuse will be "acceptable", in any event if the employee could have called the Laboratory to tell of the delay prior to or at the beginning of the first scheduled work day following vacation or leave of absence but did not); or
- (d) is retired under the retirement program.

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

Section 8.7. Seniority Retention. Employees shall suffer no loss of seniority upon their return to a

job within the Bargaining Unit after working outside of the bargaining unit, provided that an employee shall lose seniority after working voluntarily outside the Bargaining Unit for ninety (90) continuous days or longer.

Section 8.8. Laboratory Service. For the purpose of benefit eligibility, (e.g. vacation) Seniority shall be calculated from the Laboratory date of hire.

Section 8.9 Temporary Transfers. Due to operational needs, when the Laboratory believes it is necessary to assign a bargaining unit employee to work in a higher job classification in excess of two (2) continuous hours the employee will receive the rate of pay of the higher job classification. For the purposes of "A" driver assignments: Work is defined as assignments that require the operation of combination vehicles or the crane truck. For the purposes of "B" driver assignments: Work is defined as assignments that meet the requirements of the Driver B job description.

Section 8.10 Unpaid Furlough. If the Laboratory announces unpaid furloughs for non-bargaining unit employees, the terms and conditions of the furloughs shall be applicable to employees covered by this collective bargaining agreement. In the case of such furloughs, Section 8.4 of this collective bargaining agreement, "Layoff and Recall", shall be inapplicable.

ARTICLE IX

HOURS OF WORK

Section 9.1 The parties hereto agree forty (40) hours shall constitute a normal work-week for employees covered by this Agreement. This Article sets forth the agreement concerning hours of work/overtime and is not to be construed as a guarantee of pay or of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked, i.e., no pyramiding of overtime.

Section 9.2. Definitions.

- (a) The payroll week of each employee shall commence at 0001 Monday morning.
- (b) The workday of each employee shall commence with the time each calendar day at which the employee is scheduled to commence work.
- (c) Basic hourly rate is defined as the hourly rate of an employee, excluding any premium pay.
- (d) Regular hourly rate is defined as basic hourly rate plus shift premium, if any.

Section 9.3 Designated Work Periods. Where an employee works for more than ten (10) continuous hours (excluding any customary lunch period), arrangements will be made with the Supervisor for a paid meal period not to exceed one-half hour in duration at the end of the tenth (10th) hour.

Section 9.4 (a) Overtime Calculation. Time and one-half of the employee's regular hourly rate

shall be paid for any authorized hours of work in excess of forty (40) hours in a workweek. For the purpose of calculating overtime; paid time off for holidays, vacations, Bereavement Leave (Funeral Leave) and Jury Duty Leave will be considered as time worked for the purpose of calculating the 40-hour threshold for overtime payment.

When an employee is asked or scheduled to work beyond his/her scheduled workday and/or workweek, for the purpose of both pay and calculation of overtime that time will be paid in one-quarter hour increments going forward to the next quarter hour.

Example: Employee works 22 minutes. Employee would be paid for 30 minutes. The 30 minutes not 22 minutes would be added to his/her hours work towards calculation of overtime.

Section 9.4. (b) Assignment of Overtime work. Wherever possible, the Laboratory will schedule overtime and notify employees at least twenty-four (24) hours in advance. The Laboratory will make every effort to distribute overtime opportunities fairly among employees in the same job classification. To this end, a list will be maintained to show overtime worked and refused by each employee in each job classification. Such lists will be maintained on a weekly basis by the Dispatcher (or the person covering for the Dispatcher) and will be posted on the notice board each week for general information. Each employee shall be responsible for ensuring the overtime list accurately reflects his or her overtime. Disagreements on the correctness of the overtime lists should be discussed with the employee's supervisor.

It is recognized that conditions such as familiarity with work and other circumstances may prevent exact, equal distribution of overtime opportunities. When it is determined that an inequity in distribution has occurred, the inequity shall be corrected by scheduling of subsequent overtime opportunities until the opportunities are as fairly balanced as circumstances permit.

When all employees in one job classification have been asked to work overtime and there is still overtime available the Laboratory will assign the additional overtime to members of the Bargaining Unit who have the capability of performing the work. Assignment of said work will be as stated in paragraph one (1) of this subsection (d).

Should the overtime process above be exhausted and an overtime need still remains, the least senior qualified employee(s) will be required to work unless a unit member volunteers in his place.

Section 9.4 (c) Unscheduled Emergency Overtime. An employee who is called back to work outside and not adjacent to their normal scheduled work hours having left the Laboratory, shall be guaranteed a minimum of four (4) hours pay at one and one-half (1 1/2) times their regular rate of pay or their applicable rate, whichever is greater.

Section 9.4 (d) Overtime Equalization - Charging. For the purposes of maintaining the overtime list referenced above, only employees who actually work overtime, or are asked to work, being given 24 hour notice and refuse, will be charged the overtime hours. Employees on vacation will not be required to work the call-in and overtime provisions of this Article nor will they be charged overtime unless worked.

Section 9.4 (e) Re-entries into/Reclassifications Within the Bargaining Unit.

An employee entering or re-entering the Bargaining Unit, or an employee who is reclassified within the Unit, will be charged with overtime in the following manner:

- (i) An employee recalled from layoff shall be charged with the average overtime hours of his/her job classification.
- (ii) An employee transferred back into the Unit shall be returned to the overtime table at the same relative position with respect to the group average which the employee had at the time of transfer out of the Unit.
- (iii) An employee who is reclassified shall carry to the new job classification the same number of overtime hours in his/her previous job classification, or the average hours of the new job classification, whichever is higher.
- (iv) Where a new employee enters the Unit, he will be placed in the overtime list and credited with the average accumulation of his job classification at the time of entry.

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

Section 9.6 Early Closings. Should the Laboratory determine to suspend operation before normal quitting time employees will be allowed to leave work without loss of pay, for that day. An employee will not be eligible for early closing pay unless he/she is at work up to the closing time designated by the Laboratory. If the nature of an employee's work is such that he/she cannot be dismissed, he/she will not be eligible for any additional pay.

Section 9.7 Definition of Designated Work Periods. The regular work schedule for all employees shall be eight (8) consecutive hours per day, Monday through Friday. The regular hours of work for all employees shall begin between the hours of 7:00 a.m. and 8:30 a.m. and end no later than 5:00 p.m.

Section 9.8. Lunch and Breaks. Each normally scheduled workday will include a hour lunch of which one-half hour (30 minutes) will be unpaid and one-half hour (30 minutes) will be paid in lieu of two (2) fifteen (15) minute breaks.

ARTICLE X

DISABILITY LEAVE

Section 10.1 Workers Compensation. An employee absent from his/her work because of occupational disability may be entitled to benefits under the Illinois Worker's Compensation Act or the Illinois Occupational Diseases Act.

Supplemental Pay. Pursuant to the terms and/or duration of such policy and for the Term of the Agreement the Laboratory will supplement any payments under the Illinois Worker's

Compensation Act or the Illinois Occupational Diseases Act, so that the total received will equal what the employee would have received at his/her basic hourly rate for scheduled work time, not to exceed eight (8) hours per day and 40 hours per week. The Laboratory's supplement may continue up to 90 working days for each disability.

Reporting Workers Compensation Accidents or Illness. All occupational accidents or illnesses must be reported to the Medical Office. An employee should not be away from work without prior authorization and he/she must report details to his/her supervisor, and to the Medical Office as soon as possible. Failure to immediately report injuries on the job may cause a delay in processing of the claim and, thus, payment to the individual.

Requirements for Certification. To be eligible for occupational disability payment the employee must permit examination by a doctor. If the injury, illness or applicable law requires it, medical care must be given or must be arranged by the Laboratory.

When being treated by an employee's personal physician for occupational injury and/or disablement; a summary of condition (including diagnosis, treatment, and prognosis) must be provided by that physician to the Laboratory physician before the disabled or injured employee returns to work in order to guide and ensure proper placement and protection of the employee and fellow workers.

Section 10.2. Non-Occupational Disability Leave Definition. Sick leave is any absence due to an employee's injury or illness not connected with employment at the Laboratory.

Section 10.3. Accrual. Employees accrue sick leave at the rate of one hundred forty-four (144) hours per anniversary year, to a total not to exceed one thousand forty (1040) hours. Accrual will be on a monthly basis (12 hours per month) for each calendar month for which the employee is in pay status at least eleven (11) days.

Section 10.4. Pay. Employees will receive pay at their basic hourly rate times the number of hours in their scheduled shift beginning with the first hour of absence from scheduled work. Payment for sick leave will continue until the accrued sick leave in the employee's account is exhausted.

Exceptions:

- (a) conditions resulting from work for another employer will not qualify
- (b) conditions resulting from a willful violation of law will not qualify.

Each employee may request information on his sick leave balance from the Payroll Office.

Section 10.5. Payment on Release for Health Reasons. In the event that an employee is released by the Laboratory pursuant to a determination of the Medical Office under Section 10.3. he shall be paid eight (8) hours pay at his basic rate for each day accumulated in his unused non-occupational disability leave account as of the date of release. Such payments shall be made weekly or in a lump sum at the election of the employee.

Section 10.6 Undocumented Leave Limitations. In the event any employee takes in excess of 24 hours of undocumented sick leave in a quarter any sick leave taken for the three month period following the day the employee reached 24 hours of sick leave use must be certified in accordance with the provisions of this Section. Excessive sick leave use, which is uncertified, will be disapproved and considered an unexcused absence.

An employee receiving sick leave who is required to provide medical certification, shall provide written documentation from his/her doctor to the Lab's Medical Office for each period of disability. The Medical Office will verify with Payroll that proper documentation has been received. Appropriate certification includes a written statement from the recognized medical provider including a doctor's diagnosis, dates of any doctor visits, a medical confirmation that the employee is/was unable to work due to illness/injury and the period of absence covered by the illness/injury. The documentation shall be signed by the recognized medical provider.

Section 10.7 Special Extension of Disability. Employees are eligible for a special extension of sick leave benefits if they have at least three (3) years of continuous service at the time of their absence, will be unable to work for a period of time in excess of thirty (30) working days and have less than 1040 hours of accumulated sick leave benefit. In this case, employees will be provided with a sick leave extension benefit of 1/2 basic hourly rate for a period of time equal to the amount of sick leave they had in their sick leave account (not to exceed six (6) months) from the first day they were unable to work up until they become eligible for the long-term disability benefit. This benefit will be paid at the rate of one-half the employee's basic hourly rate not to exceed eight (8) hours per day or forty (40) hours per week. Prior to receiving this extension benefit employees must use up all accumulated sick leave, all vacations and all floating holidays.

Section 10.8 Sick Leave Call-in Procedure. To be eligible for sick leave, employees unable to report to work due to illness must call or text their supervisor directly, each day of their absence, as far in advance as possible, but not later than their schedule arrival time. An employee may also notify his/her supervisor by text message in accordance with the terms listed above. However, to be valid, the call or text message must be confirmed by or responded to by the supervisor. If the supervisor is not available, the employee shall call or text the Department Manager and leave a message. If an employee is unable to make the call personally, a family member or a friend should contact the supervisor (or in their absence the Department Manager). The supervisor (or in their absence the Department Manager) must be contacted each day of absence except if the employee is off work due to a verifiable long-term illness or injury. An employee who fails to contact his/her immediate supervisor (or in their absence the Department Manager) for three (3) consecutive working days may be considered as having voluntarily resigned.

Section 10.9 Physical Examination. The Laboratory reserves the right, as a condition of employment or continued employment, to require such medical examination as the Medical Office of the Laboratory may deem necessary. The decision of the Medical Office as to the physical or emotional fitness of the employee for continued employment at the Laboratory shall not be subject to the grievance procedure or arbitration; however, the issue as to whether the action of Laboratory management in releasing the employee for physical or emotional reasons was arbitrary or capricious shall be subject to the Grievance Procedure and may be taken to arbitration. When the Medical Office is of the opinion that an employee is no longer able, for health reasons, to continue in their present position, the Laboratory Service Section will make

every reasonable effort to offer employment in a different position for which the employee is qualified. The Laboratory will give every consideration to rehiring a released employee whose health has improved sufficiently.

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

Section 10.10 Modified Work Policy. Employees covered by this Agreement will be subject to the Laboratory's Modified Work policy pursuant to the terms of said policy. In the event of a conflict with existing Section 10 language the Modified Work Policy takes precedent. Employees

Section 10.11 Permitted Usage of Sick Leave. The available, accrued sick leave balance may be used to cover absences for the following reasons:

- The employee's inability to work due to his or her own physical or mental illness, injury, or medical condition or
- For the employee to obtain diagnosis, care, or preventive care from a health care provider.

A maximum of 72 hours of the available sick leave balance per calendar year, which is prorated for part-time employees, may be used for to care for the employee's spouse, domestic partner, child, stepchild, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent for the purposes listed above, on the same terms (including verification of the absence from a doctor) upon which the employee is able to use non-occupational disability leave for the employee's own non-occupational illness or injury.

ARTICLE XI

ABSENCES

Section 11.1. Jury Duty Pay. A leave of absence for jury duty will be granted to any full-time or part-time employee who has been summoned to serve. During this leave, the employee's Laboratory pay will be reduced by the amount of jury pay (except for jury pay from days when the employee is not scheduled to work) minus the transportation expense payment. Employees on jury duty are expected to report to work in the event they are excused from jury duty because of a holiday that is not recognized by the Laboratory.

Upon receipt of the jury summons, the employee should immediately notify his/her supervisor. Additionally, a copy of the jury summons should be sent to the payroll department, MS#110. The time spent on jury service must also be entered on the paper or electronic timecard as Jury Duty. If the jury duty falls at a time when the employee cannot be away from work for critical operational reasons, the Laboratory may request that the court allow the employee to choose a more convenient time to serve by making a request in accordance with the court's procedures. The employee must cooperate with this request.

Section 11.2 Bereavement Leave. In the event of a death in the immediate family, a leave of absence with pay will be granted for up to three consecutive days for exempt employees or 24 consecutive hours for nonexempt employees. The leave must be taken within a reasonable time after the death and corresponding arrangements. With supervisory approval, the leave may be taken in whole day, non-consecutive increments. For employees on a flexible work schedule, please review the policy.

For this purpose, immediate family is defined exactly as specified below:

- Spouse.
- Civil Union Partner.
- Children for whom you are the parent, stepparent, foster parent, or legal guardian.
- Parents, parents-in-law, stepparents, or foster parents.
- Siblings, stepsiblings (does not include siblings-in-law).
- Grandparents, step-grandparents (does not include great-grandparents or in-law).
- Grandchildren, step-grandchildren (does not include great-grandchildren or in-law).

Standard notification and approval of absence applies. Upon returning to work, the employee must record his/her absence as funeral leave on the weekly FTL Time Card. Proof of death and relationship to the deceased may be required.

Section 11.3 Military Leave. An employee will be paid at his/her regular rate of pay for time spent during pre-induction or reservist physical examinations or other required appearances of up to eight hours.

An employee who is a member of the United States Army, Navy, Air Force, Marine Corps, Coast Guard, National Guard or Reserves will be granted supplemental pay for leave of absence for military service, training or related obligations for a maximum of fifteen (15) working days per calendar year. Military base pay and longevity are included in the supplemental pay calculation however; pay for special activities (e.g. flight pay) and special allowances (e.g., subsistence and quarters) are excluded. Military pay for normally scheduled days of rest are also excluded. If an employee is ordered to active duty for an emergency duty call-up, he/she may receive supplemental pay for a period of up to sixty (60) calendar days.

Continuation of Health Benefits

During a military leave of up to 60 calendar days, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work. For military leaves of more than 60 calendar days, an employee may elect to continue his/her health coverage for up to 18 months of uniformed service, but may be required to pay all or part of the premium for the continuation coverage.

Requests for Leave

Upon receipt of order for active or reserve duty, an employee should notify his/her supervisor, as soon as possible, and submit a copy of the military orders to his/her supervisor (unless he/she is unable to do so because of military necessity or it is otherwise impossible or unreasonable).

Section 11.4 Parental Leave. Employees shall be eligible to participate in the Laboratory's Parental Childbirth and Adoption Leave Policy for unrepresented employees in accordance with the terms and conditions of that policy, as it may change from time to time.

Section 11.5 Leave of Absences. Should a situation arise that temporarily prevents an employee from working he/she may be eligible for a leave of absence without pay. However, employees must be employed for at least one year prior to the requested leave. Any request for a leave of absence without pay must be submitted in writing as far in advance as possible and it will be reviewed on a case-by-case basis by the employee's supervisor/manager and the Human Resources Department. The appropriate operation's Division/Section Head must approve leave of absences of five to ten days. The Head of Laboratory Service must approve leave of absences in excess of ten days. The Directorate must approve leave of absences request in excess of 90 days.

The decision to approve or disapprove will be based on the circumstances, the length of time requested, the employee's job performance, attendance and punctuality record, the reasons for the leave, the effect the employee's absence will have on the work in the department and the expectation that the employee will return to work when the leave expires.

ARTICLE XII

HEALTH AND SAFETY

Section 12.1. Safety Rules. The Laboratory shall have the right to make and enforce reasonable work safety rules necessary to provide safe working conditions.

Section 12.2. Safety Equipment. The Laboratory will continue to make such provisions for health and safety of employees (including protective devices, clothing and other equipment) as it determines to be necessary for proper protection at the Laboratory.

Section 12.3 CDL Renewal. An employee will be allowed paid time off during the workday for one renewal attempt of a Commercial Drivers License in each renewal period where such a license is required for the performance of their job. Subsequent renewal attempts in each renewal period will be on the employee's own time. Use of government vehicles will be permitted when necessary and only for use in such attempts. The employee will provide transportation to and from the Drivers License Facility unless a government vehicle is necessary.

If during an attempt the employee is not allowed to continue because the government vehicle fails inspection, the employee will be allowed another attempt with paid time off.

The cost associated with obtaining and maintaining a Commercial Drivers License (CDL) will be paid by the Laboratory. Associated costs are recognized as the License, fingerprinting and

background check. These costs will only be paid for first attempts for the original CDL, first attempts for upgrading the CDL, and first attempts for renewal of the CDL.

ARTICLE XIII

RETIREMENT AND INSURANCE

Section 13.1. Retirement Plan. The Laboratory shall continue in effect the retirement plan currently covering employees who are members of the bargaining unit, except as such plan is hereafter modified pursuant to the terms of said plan.

Section 13.2. Group Insurance. The Laboratory shall continue in effect the group insurance programs/plans presently available to Laboratory employees except as hereafter modified pursuant to the terms of the plan.

ARTICLE XIV

BENEFITS

Section 14.1 Benefits. For the term of the Agreement the Bargaining Unit will be entitled to the listed benefits pursuant to the terms of the Benefit Plans.

- Life Insurance and Supplemental Life Insurance
- Dependent Life Insurance,
- Accidental Death & Dismemberment Insurance (AD&D)
- Travel Insurance
- Dental Coverage
- Flexible Benefits Plan
- Long Term Disability Insurance
- Long Term Care Insurance
- Personal Auto & Homeowners Insurance
- Voluntary Supplemental Retirement Plan Option
- Retiree Medical Plan
- Tuition Reimbursement
- Credit Union
- Charitable Contributions
- Recreational Activities, Programs and Services
- FRA Scholarship
- Daycare Services

Section 14.2 Status of Benefits. For the term of the Agreement, the bargaining unit will be entitled to the current Laboratory policy on health benefit maintenance in a layoff situation pursuant to the terms and or duration of such policy. In the event of layoff affected employees may receive extended COBRA benefits for up to three years. Under such circumstances, the following payment schedule shall apply:

- (a) First 12 months beginning with the month of termination, affected employees will pay the employee deduction amount in effect for the month for which payment is made.
- (b) Second 12 months beginning with the anniversary month of termination, affected employees will pay one-half of what would be the COBRA rate for the month of which payment is made.
- (c) Third 12 months beginning with the anniversary month of termination, affected employees will pay the full COBRA rate.

ARTICLE XV

WAGES

Section 15.1. Wage Rates. Employees covered by this Agreement shall be paid rates and/or bonuses on the dates specified in accordance with the attached Appendix A. "Schedule of Wages", which is hereby made a part of this Agreement.

Section 15.2. Paydays. All wages shall be paid on the employees regularly scheduled payday, including regular pay, premium pay, excused absence pay and disability (sick) leave pay; subject to the limitations of the other provisions of this Agreement. Each employee will be paid at least eight (8) hours pay at their regular hourly rate for the first day on the payroll and also for the day they are processed for termination. Unless an employee chooses in writing not to have the paycheck deposited electronically, all wages shall be paid electronically via direct deposit on the employee's regularly scheduled payday. Checks must be sent by 9:00 a.m. Employee must provide an account number for electronic deposit.

Schedule of Wages *

Rate Effective 10/1/2020 Year 1 (2.0% increase)

Driver A \$27.95

Driver B \$25.71

Taxi Driver \$20.91

Rate Effective 10/1/2021 Year 2 (2.25% increase)

Driver A \$28.58

Driver B \$26.29

Taxi Driver \$21.38

Rate Effective 10/1/2022 Year 3 (2.5% increase)

Driver A \$29.29

Driver B \$26.95

Taxi Driver \$21.91

*all wages reflect numerical rounding

ARTICLE XVI

NO DISCRIMINATION

Section 16.1. Equal Opportunity. The parties agree to adhere to all applicable law relating to discrimination as it applies to them. The Union acknowledges the Laboratory's Affirmative Action obligations pursuant to Executive Order No. 11246.

ARTICLE XVII

TERM OF AGREEMENT


Section. 17.1 Complete Agreement

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

Section 17.2. Laws, Government Regulations or Court Decisions. In the event that any Federal or State legislation, Government Regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect. The Laboratory and the Union agree, upon written notice by either party, they shall meet to negotiate new language to replace the particular Articles/Sections that were invalidated.

Section 17.3 Term of Agreement. This Agreement shall be effective on October 1, 2020 and shall continue in effect until midnight on September 30, 2023. This Agreement shall automatically be renewed thereafter from year to year unless either party notifies the other in writing at least sixty (60) calendar days prior to the expiration date of the then current contract that it desires to modify, or to terminate, any designated provisions of this Agreement, and negotiations shall commence at the earliest practicable time thereafter, mutually acceptable to the parties.

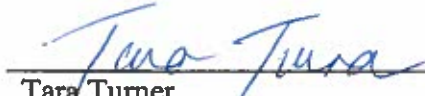
IN WITNESS WHEREOF, the authorized representatives of the parties have set their hands on this 6th day of November, 2020.



Terry Kimmel
IAM Representative

6/16/20

Date



Tara Turner
Laboratory Representative

11/6/2020

Date