



Agreement

between

**Sandia National Laboratories and
Atomic Projects and Production Workers**

**Metal Trades Council
AFL-CIO**

Effective September 30, 2023



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PREAMBLE

AGREEMENT made this September 30, 2023, by and between the NATIONAL TECHNOLOGY & ENGINEERING SOLUTIONS of SANDIA, LLC (NTESS, also known as the SANDIA NATIONAL LABORATORIES), hereinafter called the Laboratories, and ATOMIC PROJECTS AND PRODUCTION WORKERS, METAL TRADES COUNCIL, AFL-CIO, hereinafter called the Council.

The Laboratories and the Council have a common and sympathetic interest in the progress of the Energy Program. Therefore, the Laboratories and Council recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Laboratories, the Council, 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 Council's status as the exclusive bargaining representative of all employees in the unit. Each party shall bring to the attention of all employees in the unit, including new hires, their purpose and intent to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to ensure adherence to this purpose.

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

PREVIOUS AGREEMENT

This Agreement replaces in its entirety the Agreement dated March 4, 2021.

ARTICLE 1 – RECOGNITION

1. The Laboratories hereby recognizes the Council as the exclusive representative of the following employees of National Technology & Engineering Solutions of Sandia, LLC (NTESS) located at Kirtland Air Force Base East, Albuquerque, New Mexico, and any other locations which by agreement between the Council and the Laboratories or by procedure of the National Labor Relations Board shall be incorporated into the existing units:

INCLUDED – All hourly rated production and maintenance employees and passenger car chauffeurs. The occupations currently included in the bargaining unit are as listed in Appendix Attached hereto, subject to conditions of Paragraph 3, except as excluded below.
EXCLUDED – All other employees, including office clerical, professional, security police officers, technicians, and all supervisory employees as defined in the National Labor Relations Act as amended.

2. This recognition is based upon the certification of the National Labor Relations Board dated May 19, 1950, in Case Number 33-RC-147, and dated August 9, 1950, in Case Number 33-RC-210, and the decision by the Director, 28th Region, N.L.R.B., dated August 15, 1968, in Case Number 28-UC-25.
3. The Laboratories will advise the Council in writing of all additional or newly established hourly rated occupations and will, on request of the Council, negotiate as to whether such occupations shall be included in the bargaining unit. Any such unresolved differences may be referred to the Regional Office of the National Labor Relations Board for opinion, and the opinion given in writing will be accepted by the parties as a binding decision.

ARTICLE 2 – MANAGEMENT OF THE BUSINESS

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

ARTICLE 3 – DEFINITION OF TERMS

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

ALTERNATIVE WORK SCHEDULE (AWS)	An established work schedule comprised of two (2) Fair Labor Standards Act (FLSA) work weeks in which non-exempt employees work 80 hours of regular time over the course of a two (2) week period.
BARGAINING UNIT	The Atomic Projects and Production Workers, Metal Trades Council, AFL-CIO.
BASE RATE	An hourly rate of pay assigned to an employee based on occupational assignment.
DOUBLE TIME	Pay at two hundred percent (200%) of STRAIGHT TIME.
DOUBLE TIME AND ONE HALF	Pay at two hundred and fifty percent (250%) of STRAIGHT TIME.
EMPLOYEE	All hourly rated, on roll represented personnel occupying job titles in the bargaining unit (as listed in Appendix A), including all bargaining unit personnel participating in any leave of absence program.

FISCAL YEAR	The twelve (12) month period beginning with October 1 of one calendar year and ending with September 30 of the succeeding calendar year.
GROUP TRADESMAN	A qualified employee in a skilled trade who has completed an apprenticeship program, or who, through similar training or experience, is expected to perform all levels of a broad range of work within a TRADES GROUP listed in Appendix A.
LAYOFF OR LAID OFF	A suspension of employment arising out of reduction in force due to lack of work, provided, however, an employee's service shall not be considered suspended by LAYOFF nor considered LAID OFF under the following circumstances: 1) when the employee's services are temporarily interrupted without layoff allowance, pay or benefits, unless otherwise provided by law or changes in law because of, but not limited to, such causes as material shortage, equipment failure, power failure, or other circumstances which cause a temporary cessation or reduction in operations or causes the Laboratories to operate in the absence of appropriations; 2) when not reinstated from Leave of Absence.
LUNCH BREAK/PERIOD	A one half hour break to be taken approximately midway in the shift.
STANDARD DAILY WORK SCHEDULE	A tour of duty of eight (8) scheduled hours of work.
STANDARD WEEKLY WORK SCHEDULE	Five (5) scheduled STANDARD DAILY WORK SCHEDULES Monday through Friday.
STRAIGHT TIME	<p>Pay at the employee's current BASE RATE plus shift premium as provided in ARTICLE 25, if applicable, and excluding overtime allowance.</p> <p>Time off with pay (other than terminal payout of vacation) shall be computed at the employee's STRAIGHT TIME rate for up to the number of hours on the employee's STANDARD DAILY WORK SCHEDULE.</p>
SWING SHIFT STANDARD DAILY WORK SCHEDULE	The STANDARD DAILY WORK SCHEDULE for the SWING SHIFT is ten (10) hours per day.
SWING SHIFT WORKWEEK	The WORKWEEK for SWING SHIFT is seven (7) consecutive calendar days beginning on Friday.

SWING SHIFT WORKWEEK SCHEDULE	The WORKWEEK SCHEDULE for the SWING SHIFT is a forty (40) hour week cycle bounded Monday through Friday for shift days, and containing four (4) STANDARD DAILY WORK SCHEDULES of ten (10) hours per day.
TERM OF EMPLOYMENT	The aggregate of one (1) or more periods of employment with the Laboratories as a regular employee.
TIME AND ONE HALF	Pay at one hundred and fifty percent (150%) of STRAIGHT TIME.
TRADES	A specialized area of activity within a TRADES GROUP. Listed in the Appendix A.
TRADES EMPLOYEES	A TRADESMAN or GROUP TRADESMAN.
TRADES GROUP	A broad TRADE listed in Appendix A.
TRADESMAN	A qualified employee in a skilled trade who, has completed an apprenticeship program or who, through similar training or experience, is expected to perform all levels of work within a TRADE listed in the Appendix A.
WORKDAY	The 24-hour period beginning with the starting time of the employee's STANDARD DAILY WORK SCHEDULE.
WORKWEEK	The FLSA work week for non-exempt employees is defined as a fixed, regularly-recurring period of one-week consisting of seven (7) consecutive calendar days beginning Friday.

ARTICLE 4 – COLLECTIVE BARGAINING PROCEDURE

1. Collective bargaining shall be conducted by authorized bargaining representatives of the Laboratories and of the Council. The Laboratories and the Council shall notify each other initially in writing of the names of their authorized bargaining representatives and thereafter of any changes which may occur. All such written communications from the Council shall be signed by the President of the Council or a duly designated alternate.

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

3. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the Laboratories or the Council. The party requesting the meeting shall inform the other reasonably in advance of the subjects to be discussed. Except in urgent cases, such notification shall be in writing.
4. The Laboratories' bargaining agent(s) shall not be required to bargain collectively unless at least two (2) Council representatives designated for such purpose set forth in Paragraph 1 of this ARTICLE are present.
5. Employee representatives of the Council shall be paid at STRAIGHT TIME for time lost from assigned Laboratories duties, not to exceed a combined total of 140 hours per week during their STANDARD DAILY and WEEKLY WORK SCHEDULE for a period of up to thirty (30) days from the start of negotiations, subject to the provisions of ARTICLE 6 (Treatment of Employees Performing Council Duties).
6. The Parties shall share equally the cost of facilities for bargaining for the duration of negotiations.

ARTICLE 5 – ACCESS OF VISITING COUNCIL OFFICIALS

Accredited representatives of the Council not employed by the Laboratories shall, for the purpose of conferring with Management, have access to the premises occupied by the Laboratories subject to conformity with the security regulations and to the following conditions:

1. Application for such access by such representatives shall be made to the Employee and Labor Relations Organization by the President of the Council or a duly designated alternate.
2. Such representatives shall comply at all times with the Laboratories' rules covering access to and movement of visitors within the premises occupied by the Laboratories.
3. Such representatives may include one (1) full-time representative who, upon obtaining appropriate authorization, shall be allowed with Laboratories escort to enter work areas in the course of processing grievances and the fulfillment of the Council's obligation in the administering of this Agreement where access to work involved is necessary to investigate completely each dispute or situation.

ARTICLE 6 – TREATMENT OF EMPLOYEES PERFORMING COUNCIL DUTIES

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

- 1.1 The Council shall advise the Laboratories in writing of the names and titles of Council Officers and Chief Stewards dealing with the Laboratories. The Council shall also advise the Laboratories in writing of its Stewards with their respective authorities as such and their jurisdictions. Such notification shall be signed by the President of the Council or the President's duly designated alternate, and Council Officers, Chief Stewards, or Stewards shall not be recognized as such prior to receipt by the Laboratories of such notice.
- 1.2 It is agreed that the Laboratories will recognize not more than one (1) Steward for every thirty (30) Council-represented regular and limited term Employees of the Laboratories and a maximum of ten (10) Chief Stewards designated by the Council.
- 1.3 No more than one (1) Steward for each Team or, in organizations that have no Teams, each Department, will be recognized by the Laboratories unless the Team or Department exceeds thirty (30) represented regular employees, in which case the Laboratories will recognize one (1) Steward per thirty (30) employees or fraction thereof subject to the maximum number specified in Paragraph 1.2 above.
- 1.4 Normally, supervisors shall be required to recognize only the Steward assigned to their organization. If for any reason a Steward is absent, management will recognize an alternate Steward or Chief Steward, as identified in Paragraph 1.1.
- 1.5 The President, Vice-President, Secretary-Treasurer, and Recording Secretary of the Council shall be recognized as the Council Officers referred to in this Agreement.

2. Pay Treatment for Council Duties

- 2.1 One (1) Council official, as designated by the Council President, shall be paid at STRAIGHT TIME for time lost from assigned Laboratories duties conferring with Management or investigating grievances during the employee's STANDARD WEEKLY WORK SCHEDULE.
 - 2.1.1 The Laboratories agrees to provide office space, telephone services, and access to computing services for use by Sandia employee Union Officials.
- 2.2 All Sandia employee MTC Representatives Council Officer, Chief Steward, or Steward, shall be paid at STRAIGHT TIME for time lost from assigned Laboratories duties when conferring with Management or investigating grievances during their STANDARD WEEKLY WORK SCHEDULES subject to the limitations of Paragraph 2.4.

- 2.3 An employee excused from work assignment for the purpose of an interview by a Council Officer, Chief Steward, or Steward in investigating a grievance shall be paid at STRAIGHT TIME for the time lost during the employee's STANDARD WEEKLY WORK SCHEDULE due to such interview subject to compliance with Paragraph 3 and subject to the limitations of Paragraph
 - 2.4 The Laboratories shall not pay, in the aggregate, more than an average of forty (40) STRAIGHT TIME hours per payroll week for all time lost from Laboratories duties by Council Officials (other than the designee referenced in Paragraph 2.1 above), Chief Stewards, Stewards, and other employees for investigating grievances and conferring with Management. Each March and September, if the Laboratories-paid Council time charges exceed the number of payroll weeks times forty (40) for the prior six (6) month period, any excess charges will be reimbursed by the Council at the then-current Job Rate for the Grade 8 occupation.
 - 2.5 No overtime payment will be made to the full-time Council official, Chief Stewards, Stewards, or employees when or as the result of investigating grievances or conferring with Management unless it is necessary to do so during a Laboratories' scheduled and approved overtime assignment.
 - 2.6 Steward Training – The Laboratories will allow the Council Stewards, Chief Stewards and Officers to charge two (2) days annually to Code 266 (Designee Union Time Charge)-for the purpose of conducting joint union management training.
3. Investigating Grievances or Conferring with Management
 - 3.1 The investigation of grievances or conferring with Management shall be within the STANDARD WEEKLY WORK SCHEDULE of the Council Officer, Chief Steward or Steward, the employee, and the supervisor involved.
 - 3.2 When an absence is granted to investigate a grievance or to confer with Management, prior to leaving the Council Representative's work location, the Council Officer, Chief Steward, or Steward shall:
 - 3.2.1 Contact the applicable supervisor in advance so there will be the least interference with Laboratories activities, identify the general nature of the grievance, and arrange to excuse any employee(s) necessary to be interviewed.
 - 3.2.2 Arrange with the employee's immediate supervisor to leave the job and for certification of time of leaving. Certification of time shall be documented by posting the amount of time spent on the individual's timecard.
 - 3.2.3 Make advance arrangements with the applicable supervisor for the conducting of any further necessary investigation.

- 3.2.4 Obtain from the applicable supervisor certification of the time spent by the interviewed employee and the Council Officer, Chief Steward, or Steward in investigating the grievance or in conferring with Management.
- 3.2.5 Notify the supervisor upon return to the job and secure certification of the time of return.
- 3.2.6 Comply at all times with the Laboratories' time recording routines.
- 3.3 The investigation of a grievance shall be conducted under the following conditions:
 - 3.3.1 Normally, investigation of a grievance shall be conducted by one (1) Council Officer, Chief Steward, or Steward and in no event by more than two (2) Council Officers, Chief Stewards, or Stewards.
 - 3.3.2 Normally, not more than one (1) employee will be excused at any one time for interview by a Council Officer, Chief Steward, or Steward in connection with a particular grievance.
 - 3.3.3 Investigation of a grievance (including the interviewing of employees) shall be conducted in such a manner and at such places and times, as will result in the least interference with Laboratories activities.
 - 3.3.4 All such investigation of grievances shall be performed by Council Officers, Chief Stewards, or Stewards designated in accordance with Paragraph 1.1 of this ARTICLE and shall be on the premises occupied by the Laboratories. Council Officers, Chief Stewards, and Stewards may not charge company paid union time for off premises union business without the specific authorization of Employee and Labor Relations.
 - 3.3.5 The Laboratories may limit or refuse to grant absence by an employee for the purpose of an interview by a Council Officer, Chief Steward, or Steward at a time when such employee's absence from work will seriously interfere with the operation of the business or when such privilege is being abused.
- 4. Excused Unpaid Absence for Council Duties (Forty-Five [45] Days or Less)
 - 4.1 A reasonable number of employees who have been selected by the Council or a Union or an International Union affiliated with the Council to perform duties for the Council or a Union or an International Union affiliated with the Council shall, on request, be granted an excused absence for that purpose from their assigned Laboratories duty for a reasonable length of time (not to exceed Forty-Five [45] consecutive calendar days) without pay. Each such absence shall be for a stated period but can be terminated before the expiration of said period by the return of the employee to the employee's assigned Laboratories duty.

- 4.2 The Laboratories may refuse to grant such absence at a time when the employee's absence from work will seriously interfere with the operation of the business.
 - 4.3 Requests for such absence may, in the case of an employee designated as a Council Officer, Chief Steward, or Steward per Paragraph 1.1 above, be made either orally or in writing and, in the case of an employee other than such a Council Officer, Chief Steward, or Steward, shall be made on the employee's behalf by the President of the Council or the President's duly designated alternate in writing.
5. Personal Leaves of Absence to Perform Council Duties (More than Forty-Five [45] Days)
 - 5.1. A reasonable number of employees who have been selected by the Council or a Union or an International Union affiliated with the Council to perform duties for the Council or a Union or an International Union affiliated with the Council which will take them from their assigned Laboratories duties for a continuous period of more than forty-five (45) calendar days shall be granted Leaves of Absence in conformity with the provisions of Paragraphs 6 and 7, provided:
 - 5.1.1 That the employee apply for such Leave of Absence, stating the specific purpose for which the Leave is intended and the period of the proposed Leave;
 - 5.1.2 That the Laboratories may refuse to grant such a Leave of Absence at a time when the employee's absence from assigned Laboratories duties would seriously interfere with the operation of the business.
6. Terms and Other Conditions of Leave of Absence Granted Under the Provisions of Paragraph 5.
 - 6.1. Such Leave of Absence shall be for a stated period in excess of forty-five (45) days but not in excess of two (2) years with annual communication to the Laboratories, and may be extended annually at least thirty (30) days prior to the anniversary of such leave, for periods, not in excess of one (1) year each, except that the total cumulative period of such Leave(s) of Absence granted any employee during such employee's service with the Laboratories shall not exceed ten (10) years. Such employee's service with the Laboratories shall be terminated as resigned if continuous absence in excess of thirty (30) days for Council duties is required after such ten (10) year limit has been reached by that employee.
 - 6.2. Such Leave of Absence in excess of thirty (30) days shall be as follows:
 - Without Pay
 - Without eligibility to continue coverage under the Long-Term Disability Plan
 - With credit in SENIORITY for the time absent

- With credit in TERM OF EMPLOYMENT for time absent (upon subsequent reinstatement from the Leave of Absence).
- With eligibility to Sickness Absence beginning on the day the employee returns to work
- With eligibility to Pension Rights under the Retirement Income Plan or its applicable successor plan
- With eligibility to continue coverage under and pursuant to the Group Term Life Insurance Plan
- With eligibility to continue participation in the Voluntary Term Life Plan, Voluntary Group Accident Plan, and Dependent Group Life Plan for six (6) months by the employee paying one hundred percent (100%) of the premium to the provider
- With eligibility to continue coverage under and pursuant to the Dental Care Plan, by the employee paying one hundred percent (100%) of the premium
- With eligibility for coverage under and pursuant to the Medical Plan, by the employee paying one hundred percent (100%) of the premium
- With eligibility for coverage under and pursuant to the Vision Care Plan, by the employee paying one hundred percent (100%) of the premium

7. Consideration Following Leave of Absence

- 7.1 The Leave of Absence will automatically terminate and SENIORITY be broken if and when the employee departs materially from the purpose for which the Leave was granted or makes application for unemployment compensation benefits without first applying for reinstatement. Credit for previous service will not be given if the employee is re-employed following such action.
- 7.2 If the employee fails to return to work on or before the day following the expiration date of the Leave of Absence, credit for the Leave of Absence will not be given; however, credit for previous service will be given, in accordance with Term of Employment crediting rules, if the employee is subsequently re-employed. If an employee, because of personal sickness or injury, is unable to return to work on the day following expiration of the employee's Leave of Absence and, prior to the expiration of the Leave, furnishes satisfactory evidence of such inability, the Leave shall be extended for the period of such sickness or injury not to exceed one (1) year from the date the Leave began provided a Physician's Certificate of Injury/Illness (PCII) acceptable to the Laboratories' Employee Health Services is presented certifying that the employee was under the physician's care and unable to work during the period of such extension.

- 7.3 The employee may request that the employee's Leave of Absence be terminated prior to its expiration date if the employee gives Sandia Human Resources thirty (30) calendar days prior written notice of desire to return to work, such notice to state the date of the proposed return. If and when reinstatement is granted, such Leave will terminate.
- 7.4 Upon return from a Leave of Absence for Council Business, an employee shall be reinstated to the same position held at the time such Leave of Absence began or a comparable position subject to the provisions of ARTICLE 38 (Seniority and Movement of Personnel) and subject to compliance with security regulations and physical requirements of the Laboratories.
- 7.5 Upon reinstatement, the employee shall be placed on the payroll at the BASE RATE received when such absence began, adjusted for any changes in wage level made during the period of absence. Adjustment shall also be made for any change in occupation or job grade. The employee also shall receive any non-base compensation scheduled to be paid in the fiscal year in which the employee returns to work.

ARTICLE 7 – COMMUNICATIONS

1. The Laboratories will maintain a reasonable number of glassed-in lockable bulletin boards. All postings will be handled by the Council.
 - 1.1 Bulletin boards shall be plainly marked as being for use of the Council.
 - 1.2 Bulletin boards shall be used for the sole purpose of posting Council notices. No notice shall be posted unless advance approval by the Company's Bargaining Agent or such Bargaining Agent's delegate is first obtained. The Company may give blanket advance approval for the posting of routine notices. Nothing inflammatory, derogatory, controversial, or disruptive to good relations shall be contained in material posted on bulletin boards.
 - 1.3 The Council assumes responsibility for complete compliance with the provisions of Paragraph 2, and in the event of violation, the Company may withdraw the privilege as to any or all bulletin boards and may remove the same, at any time on one (1) week's written notice to the Council.
2. The Laboratories agrees to allow the Council to communicate to its members regarding Council sponsored announcements through mass emails via the Laboratories' electronic communication system. The Council agrees to provide the Laboratories' Bargaining Agent, or such Bargaining Agent's delegate a courtesy copy of all such announcements. Nothing inflammatory, derogatory, controversial or disruptive to good relations shall be contained in mass emails. The Council assumes responsibility for complete compliance with the provisions of this ARTICLE.

- 2.1 To alleviate the Laboratories' concerns regarding storage space and system functions on their electronic communication system, the Council agrees to limit the ability of sending mass emails to Council officers. The Council further agrees to follow all of the Corporate Procedures pertaining to the Laboratories' IT resources that apply to all Members of the Workforce.
3. The Laboratories further agrees to allow represented employees to use the Sandia Daily News in accordance with the submission guidelines applicable to all Members of the Workforce.

ARTICLE 8 – NONDISCRIMINATION

1. There shall be no discrimination, interference, harassment, or restraint against any employee because of membership, non-membership or legitimate activity in the Council by the Laboratories or any of its agents, and the Council likewise agrees that there shall be no discrimination, interference, or coercion against any employees of the Laboratories.
 - 1.1 No employee shall be subjected to prejudice, retaliation, or discrimination because of action taken by representatives of the Council in presenting grievances instituted for such employee under the provisions of this Agreement.
 - 1.2 Neither the Council nor its officers, members, representatives, or agents, will intimidate or coerce employees into joining or continuing their membership in the Council.
2. Both the Council and the Laboratories support and promote the guidelines set forth in our Sandia Vision. Compliance by both the Laboratories and the Council is strongly encouraged regarding the concept of Respect for the Individual. Both the Council and the Laboratories are committed to the principles of honesty, just management, fairness, a safe and healthy environment free from the fear of retribution and respecting the dignity due to anyone.
3. Both the Laboratories and the Council agree that the provisions of this contract shall be applied to all employees consistent with corporate procedures regarding fostering a harassment-free and non-discriminatory workplace.

ARTICLE 9 – CONDUCTING COUNCIL BUSINESS ON LABORATORIES TIME

1. There shall be no solicitation of Council membership on premises occupied by the Laboratories during the assigned working schedule of the employees involved. No other type of Council business shall be conducted on the premises occupied by the Laboratories except:

- 1.1 Small groups of employees will be permitted to meet during their regularly scheduled lunch period in areas designated by Management for the purpose of electing Stewards, provided, however, that advance notice is given to Management of such meeting and further provided that such meetings shall in no way interfere with Laboratories business. Meetings of small groups of employees for other purposes than the election of Stewards may be held subject to the conditions set forth in this paragraph and subject to advance approval of such meetings by Management.
- 1.2 The distribution of Council material such as but not limited to papers, leaflets, handbills, or literature, and subject to advance government approval obtained by the Laboratories, may be made at points which may be designated by the Laboratories. Distribution may also be made at points satisfactory to both the Laboratories and the Council within the work areas outside scheduled working hours subject to advance approval of such material by the Employee and Labor Relations Organization.
2. The Laboratories shall provide 100 printed copies per year of the General Agreement for all future hired Metal Trades Council represented employees within the term of this Agreement. The Laboratories will maintain the General Agreement and Side Agreements on the Sandia internal web.
 - 2.1 The Laboratories shall provide a written statement to newly hired Council Represented Employees advising of the existence of a Collective Bargaining Agreement between the Laboratories and the Council.
2. The Laboratories shall make available electronically, the name and address of each bargaining unit employee.
3. Within one (1) week following employment in a job classification in the Council bargaining unit, each new employee will be introduced by the supervisor to the Council Steward representing the work group in which the individual is being assigned. The Council Steward will be afforded an opportunity to meet briefly with the new employee privately for the purpose of explaining the Council's function as the bargaining representative of the hourly rated, production, and maintenance employees of the Laboratories.

ARTICLE 10 – GRIEVANCE PROCEDURE

1. To provide for the expeditious and mutually satisfactory settlement of questions arising with respect to wages, hours of work, and other conditions of employment, the procedures hereinafter set forth shall be followed.
2. Any individual employee or group of employees shall have the right at any time to present grievances to the Laboratories and to have such grievances adjusted, without the intervention of the Council, as long as the adjustment is not inconsistent with the terms of this Agreement

and provided that the Council has been given the opportunity to be present at such adjustment.

3. When an employee or group of employees wishes to have a grievance presented for settlement by the Council or the Council desires to initiate a grievance, such grievance shall be presented as outlined below, and settlement may be effected at any one of the steps indicated.
 - 3.1 Grievances involving contractual issues must be filed within fifteen (15) working days after the occurrence, or after the Council becomes aware of the occurrence.
 - 3.2 Grievances affecting employees in more than one (1) Team of a Department may be initiated at Step 2 below and such grievances affecting employees in more than one (1) Department or Center may be initiated at Step 3 below.
 - 3.3 A grievance shall contain a grievant and a full and complete statement of the facts including, but not limited to, the specific ARTICLE and Paragraph alleged to have been violated, the time of the occurrence as known, and the remedy or correction desired, using a fact sheet mutually agreed to, along with acknowledgement of the grievance at the preceding step if applicable.
4. Grievance Steps
 - 4.1 Step 1 – Step 1 is an oral or informal procedure that involves a thorough investigation and discussion between the immediate supervisor and the designated Council Steward for the area. The supervisor shall have five (5) full workdays to hold the discussion and to reply orally to the Council Steward. If a satisfactory settlement cannot be reached informally at Step 1 and the Council wish to process the grievance further, the grievance shall be presented in writing at Step 2 on forms mutually agreed upon by the Council and the Laboratories within five (5) full workdays from rendering of the supervisor's decision, or further processing of the grievance will be barred.
 - 4.2 Step 2 – Discussions at Step 2 shall include the Department Manager and another representative from Management. Discussions at this Step may also include two (2) Stewards, Chief Stewards, or Officers of the Council. The supervisor shall have eight (8) workdays to hold a meeting and to render a decision in writing to the Council Chief Steward. Should the decision fail to bring about a satisfactory settlement, the matter may be referred to Step 3 within five (5) workdays of the reply; otherwise, the grievance shall be barred from further processing.
 - 4.3 Step 3 – Discussion at Step 3 may include up to three (3) Council Representatives and up to three (3) members of Management exclusive of the President of the Council and the Manager of Labor Relations. The appropriate Manager may be present when grievances are filed initially at Step 3 at Employee and Labor Relations' discretion. Employee and Labor Relations shall have ten (10) workdays to hold the Step 3 meeting and ten (10) workdays in which to render a decision in writing to the Council's

Bargaining Agent. Should the decision fail to bring about a satisfactory settlement, within ten (10) working days from receipt of the Step 3 written decision, the matter may be referred to mediation with the consent of both parties. However, the Council reserves the right to proceed directly to arbitration if it so desires. Within thirty (30) days of receipt of the Step 3 written decision or of the date the Laboratories declines to mediate the grievance, whichever come later, the matter may be referred to Arbitration in accordance with ARTICLE 11 (Arbitration).

4.3.1 Upon receipt of grievance related to issues concerning technologists performing the Council's work, a meeting will be scheduled within ten (10) workdays, or longer if necessary, upon mutual agreement to fulfill an information request. The company will provide all relevant responsive information that the Council has requested at this meeting. This meeting will serve to review the work being performed at the physical worksite in question. In restricted areas where the work being performed is in question, all work logs will be provided to the Council and will be reviewed at the meeting. The review will be performed by one (1) Council representative, one (1) designee appointed from the bargaining unit by the Council, one (1) member of Management, and one (1) member of Labor Relations. Upon completion of the review, a Step 3 meeting will occur no later than ten (10) workdays after the meeting. Upon completion of the Step 3 meeting, the remainder of the grievance procedure shall be adhered to.

5. All time limits specified in Paragraphs 3 and 4 above are exclusive of Saturdays, Sundays, and holidays. Extensions may be mutually agreed upon to take care of unusual cases.
 - 5.1 In the event the Council fails to present a grievance within any of the applicable time limits prescribed in Paragraphs 3 and 4 above and the parties fail to agree upon an extension of such time limit, the grievance shall be barred from further processing without prejudice to the Council's right to present other grievances thereafter even though they involve the same subject matter.
 - 5.2 In the event the Laboratories fails to reply within any of the applicable time limits prescribed in Paragraphs 4.1 and 4.2, the Council may present the grievance at the next step. In the event the Laboratories fails to reply within any of the applicable time limits prescribed in Paragraph 4.3 above and the parties fail to agree upon an extension of such time limit, the grievance may be moved to Arbitration in accordance with ARTICLE 11 (Arbitration).
6. An aggrieved employee may participate in the discussion at any Step of the grievance procedure prescribed above if the employee's presence is regarded by either party as necessary for proper consideration of the grievance, except that where a grievance is common to two (2) or more employees the party requesting the employee's presence shall designate one (1) employee to appear for all.

7. Pay for time spent by employees in attending grievance discussions at the request of the Council in accordance with Paragraphs 4 and 6 above shall be subject to Paragraph 2 of ARTICLE 6 (Treatment of Employees Performing Council Duties).

ARTICLE 11 – ARBITRATION

1. If the Council and the Laboratories fail to settle any dispute arising with respect to the interpretation of this Agreement or the performance of any obligation hereunder, such disputes (except where the subject matter of the dispute is specifically excluded from arbitration by other provisions of this Agreement) may be referred to arbitration. This shall be done not later than thirty (30) calendar days following receipt of the Step 3 answer, or the date the Laboratories declines to mediate the grievance, whichever comes later, by written demand of either party to the other, specifying the nature of the dispute and referring to the specific provision or provisions of the Agreement in dispute. Failure of the Council to process a grievance to arbitration within the thirty (30) calendar day period shall render the grievance barred from further processing.
 - 1.1 The provisions of this ARTICLE shall not be applicable to any matter or issue which has been or is instituted or processed by the Council before any federal, state, or local court or administrative agency.
 - 1.2 The Laboratories shall be responsible for administrative matters such as making the hearing room arrangements and coordinating with the Arbitrator and the Council on dates and travel plans.
 - 1.3 If the dispute is not arbitrated within six (6) months of the demand for arbitration it will be deemed as dropped and barred from further processing. Upon mutual agreement, a one-time extension shall be granted when circumstances arise that require the arranged date of the hearing to fall outside of the time limit stated above. Failure to process the arbitration request as stated above shall render the arbitration request from further processing.
2. The parties shall endeavor jointly to select an Arbitrator. If no Arbitrator has been jointly selected, either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) Arbitrators from which the parties will jointly make a selection. If the parties fail to agree to a selection from this list, each party shall alternately strike one name each until but one name remains.
 - 2.1 For each arbitration demand, the parties will alternate requesting the arbitration panel and paying the fee to the Federal Mediation and Conciliation Service. If either party rejects the panel, the rejecting party will be required to request the new panel and pay the additional fee.

3. An arbitration will address a single grievance, which may include multiple grievants, or may include multiple grievances on the same subject matter.
4. The authority of the Arbitrator shall be limited to (a) the consideration of a dispute which under the terms of this Agreement is subject to arbitration and which has been submitted in accordance with the procedure herein set forth and (b) the determination of such dispute by the interpretation of the provisions of this Agreement and the application of such provisions thereto. The Arbitrator shall have no authority to add to, subtract from, or in any way modify the provisions of this Agreement.
5. The decision of the Arbitrator shall be within the authority herein granted and according to law; shall be in writing and shall include the reasons for each finding and conclusion; and shall be rendered within thirty (30) calendar days following the date of the last hearing conducted by the Arbitrator unless an extension is agreed upon by both parties.
6. In no event shall the Laboratories be obligated to make any retroactive adjustment of pay for any period prior to the date the grievance was presented at Step 1 in accordance with ARTICLE 10 (Grievance Procedure) or contrary to the provisions of ARTICLE 20 (Job Grades) if the evaluation of a job assignment is involved, or contrary to the provisions of Paragraph 6 of ARTICLE 38 (Seniority and Movement of Personnel).
7. The decision of the Arbitrator made in compliance with the foregoing shall be final and the parties hereto agree to abide by such decision.
8. Each party shall pay its own expenses incurred in preparation for and during the arbitration, including payment for time and expenses of its witnesses and all its participants. All other direct expenses, including the fees and expenses of the Arbitrator shall be borne equally by the Council and the Laboratories.

ARTICLE 12 – WORK SCHEDULES

1. The Council and the Laboratories recognize that when the nature of the work or the needs of the business require, work schedules may involve one (1), two (2), or three (3) shift operations. The normal scheduled hours of work at present are as follows: 8:00 a.m. to 4:30 p.m. (including a one half hour lunch break to be taken between the hours of 11:30 a.m. and 1:00 p.m.)
2. The Laboratories shall have the right to introduce new work schedules, to make changes in the starting and stopping times of STANDARD DAILY WORK SCHEDULES, and to vary from the STANDARD WEEKLY WORK SCHEDULES, which are normally Monday through Friday. However, the STANDARD DAILY and WEEKLY WORK SCHEDULE shall not be reduced below eight (8) and forty (40) hours respectively without negotiating with the Council.

3. The Laboratories shall notify the Council in writing of new schedules and any changes or variations at least thirty (30) calendar days in advance of the effective date except when emergency situations make it impractical to do so. Negotiations with respect to such changes or revisions shall take place when requested by the Council in writing. In the event that the parties fail to reach a mutually satisfactory agreement within the thirty (30) calendar days following the Laboratories notification, the Laboratories may implement the new change or variation, except for proposed changes which involve reduction in the STANDARD DAILY or WEEKLY WORK SCHEDULES below eight (8) and forty (40) hours respectively. At any time during this thirty (30) calendar day period either party may request the services of a mediator acceptable to both parties. The expenses of the mediator will be shared equally by the parties.
 - 3.1 All schedules in effect or agreed to at the effective date of this Agreement will remain in effect and are not subject to the provisions of Paragraph 3.
 - 3.2 The Laboratories may move employees from one established shift or schedule to another established shift or schedule and such movement will not be subject to the provisions of Paragraph 3. If by moving from one shift to another the result is the abolishment of an existing shift, the language in Paragraph 3 above will apply.
4. It will not be the practice of the Laboratories to deviate from the Standard Work Schedules for the purpose of discriminating against any employee or group of employees.
5. An employee who, without at least two (2) hours advance notice, is requested to work during the employee's regular lunch period, and who works fifteen (15) minutes or more thereof, shall be paid at STRAIGHT TIME for the regular lunch period and shall be allowed to flex their 30 minute lunch period to the earliest time available or may end their work day 30 minutes prior to standard schedule, with management approval.
6. When an employee is notified while at work to report for work four (4) hours or less prior to the regular starting time on a subsequent day, the employee shall be permitted to work the employee's STANDARD DAILY WORK SCHEDULE in addition to the special hours. If requested to report for work more than four (4) hours prior to the regular starting time, the employee shall be permitted to work at least twelve (12) hours. If the employee is notified of such work assignment after leaving work, permission shall be granted to work a STANDARD DAILY WORK SCHEDULE in addition to the special hours.
7. It is recognized that meeting unique or cyclical job requirements and balancing of work and family responsibilities could necessitate flexible hours specially designed to accommodate those requirements and/or responsibilities.
 - 7.1 A flexible work schedule is a work arrangement to accommodate short-term (i.e., up to one [1] workweek) or day-to-day situations in which the start and stop times of employees vary from the normal daily work schedule within prescribed limits set by management.

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

7.3 It is agreed that grievances involving patterns or practices that violate the spirit of this Agreement may be filed at Step 3 but are not arbitrable.

8. Time Recording

8.1 Each employee will ensure that all entries on the timesheet are accurate, appropriate, and consistently recorded.

8.2 For pay purposes only, any tardiness of less than fifteen (15) minutes following the start of the employee's STANDARD DAILY WORK SCHEDULE will be recorded the same as if the employee had reported at the start of the shift.

Note: This principle does not apply to habitual or unwarranted tardiness. Absences of this type will be deducted on the basis of the full period of tardiness.

8.3 Late arrival at the start of the employee's STANDARD DAILY WORK SCHEDULE of fifteen (15) minutes or more will be deducted on the basis of the full period of tardiness in fifteen (15) minute increments.

ARTICLE 13 – ALTERNATIVE WORK SCHEDULE (AWS)

1. Alternative Work Schedule (AWS)

1.1 Employees represented by the Council are eligible to request participation in AWS. Employees request approval of their managers/supervisors for participation in AWS. Managers/Supervisors determine whether an AWS schedule meets the needs of the business and approve or disapprove the use of AWS within their Departments.

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

Note: Employees will not be required to participate in AWS by their managers/supervisors. Employees represented by the Council will have the option of remaining on the STANDARD WEEKLY WORK SCHEDULE (five [5] days, eight [8] hours per day) as defined by ARTICLES 3 (Definition of Terms) and 12 (Work Schedules) of the General Agreement.

ARTICLE 14 – SWING SHIFT OPERATIONS

1. Sandia National Laboratories and the Atomic Projects and Production Workers, Metal Trades Council enter into this Agreement to cover MTC represented employees of Sandia National Laboratories who are required, and are approved to work, a ten (10) hour per day SWING SHIFT schedule.

- ELIGIBLE EMPLOYEES: Management will determine the need and participation in the SWING SHIFT.
- New employees hired into the SWING SHIFT are hired with the knowledge of the work schedule.
- A minimum of fifty percent (50%) of the SWING SHIFT employees must have clearances. Annually, a more senior employee will be given first choice to participate or to remove themselves from the SWING SHIFT and may displace the least senior employee to do so (unless there is a certification or specialized qualification in breaker testing which requires the employees to stay on the SWING SHIFT while their replacement is trained). A more senior employee cannot displace a less senior employee from the breaker testing crew if they do not have the certifications required for that position.
- SWING SHIFT employees shall have the opportunity to change SWING SHIFT schedules annually, effective the second Friday in January, with thirty (30) calendar days prior notice from Management. Upon such notice, employees shall be given a minimum of fourteen (14) calendar days to volunteer for a shift change.

2. APPROVAL FOR WORKWEEK SCHEDULE: Management determines whether the ten (10) hour per day SWING SHIFT meets the needs of the business.

Note: Employees who are required to participate in the SWING SHIFT will not have the option of remaining on the regular schedule (five [5] days, eight [8] hours per day).

3. DEFINITIONS: The following definitions apply to this ARTICLE:

- SWING SHIFT WORKWEEK SCHEDULE: The WORKWEEK schedule for the SWING SHIFT is a forty (40) hour week cycle bounded Monday through Friday for shift days, and containing four (4) STANDARD DAILY WORK SCHEDULES of ten (10) hours per day.
- WORKWEEK: The WORKWEEK for SWING SHIFT is seven (7) consecutive calendar days beginning on Friday.
- STANDARD DAILY WORK SCHEDULE: The STANDARD DAILY WORK SCHEDULE for the SWING SHIFT is ten (10) hours per day.

4. OVERTIME: Shall be paid in accordance with ARTICLE 19.
5. SHIFT PREMIUM: Shift premium will be paid in accordance with ARTICLE 25.
6. VACATIONS: All provisions of ARTICLE 27 of the General Agreement remain applicable except that time charged for vacations for employees working a ten (10) hour STANDARD DAILY WORK SCHEDULE will be ten (10) hours per full day of vacation.
7. HOLIDAYS: Holidays will be paid in accordance with ARTICLE 28.
8. PAYMENT FOR ABSENCE DUE TO PERSONAL SICKNESS: Personal Sickness Absence will be paid in accordance with ARTICLE 30.
9. PEACETIME TRAINING AND LOCAL EMERGENCY SERVICE WITH THE ARMED FORCES: Peacetime Training And Local Emergency Service with the Armed Forces will be paid in accordance with ARTICLE 33.
10. PARTICIPATION: As stated previously, participation in the SWING SHIFT will be required if management determines it is appropriate. The SWING SHIFT is not available to employees on a corporate-wide basis, and it is recognized that participation is limited or prohibited by management based on the needs of the business.
11. LIMITATION: This SWING SHIFT Agreement modifies applicable portions of the General Agreement between Sandia National Laboratories and the Council for those employees covered by the SWING SHIFT Agreement who are approved for SWING SHIFT. The provisions of the ARTICLES and APPENDIX, of the General Agreement that do not conflict with the provisions of this SWING SHIFT Agreement remain in force for covered employees approved for SWING SHIFT. All employees covered by the General Agreement who remain on the normal STANDARD DAILY WORK SCHEDULE and STANDARD WEEKLY WORK SCHEDULE as defined in this ARTICLE and ARTICLES 3, 12 and 13 of the General Agreement will continue to be covered by the current General Agreement and will not be affected by any provisions of this SWING SHIFT Agreement.

Note: All time on the SWING SHIFT STANDARD DAILY and WEEKLY WORK schedules must be accounted for on the employee's timecard.

12. LUNCH: Employees will be provided a thirty (30) minute unpaid lunch break.
13. PERIOD OF AGREEMENT: This Agreement shall remain in effect for the term of the current General Agreement. Notwithstanding the above, the Laboratories shall have the unilateral right to eliminate the SWING SHIFT for all employees at any time, in which case the Council shall be provided thirty (30) days advance notice.

ARTICLE 15 – TRADES PLAN

1. The Trades Plan, hereinafter called the Plan shall be administered solely by the Laboratories, subject to the limitations imposed by this Agreement.
2. The Laboratories may in its judgment amend Appendix A.
 - 2.1 The Laboratories shall notify the Council in writing of its intent to amend Appendix A at least fourteen (14) calendar days prior to the effective date of any such amendment.
 - 2.2 The Council shall be furnished, at the time of the Laboratories' written notice under Paragraph 2.1, two (2) copies of any new or changed TRADES Description, or TRADES GROUP Description.
 - 2.3 If, on or before the effective date of such amendment of Appendix A, the Council requests, in writing, that the effective date be postponed for 45 days to permit negotiation and/or mediation, on the new or changed description, such postponement shall be made. In the event the parties fail to reach a mutually satisfactory agreement during the first four (4) weeks of the negotiation period, the services of a mediator, acceptable by both parties, may be requested by either party. The expenses of the mediator will be shared equally by the parties. If, at the end of the additional two (2) weeks of negotiations, with the assistance of the mediator, the parties fail to reach agreement, the Laboratories may implement the new TRADES or TRADES GROUP job.
 - 2.4 In order to maintain jurisdictions, the Laboratories shall inform the Council which specific TRADES job within a TRADES GROUP the employee will be assigned to.
3. A TRADES EMPLOYEE shall assist or perform work independently in other TRADES GROUPS or TRADES commensurably with the TRADES EMPLOYEE'S general knowledge and experience under the following conditions:
 - 3.1 When there is temporarily no work available in the TRADES EMPLOYEE'S own TRADES GROUP or TRADE.
 - 3.2 When, in the performance of work assignments, elements of work assignments of other TRADES GROUPS or TRADES are encountered which the TRADES EMPLOYEE can readily accomplish.
 - 3.3 When conditions require expeditious action to restore, maintain, or provide service.
4. A TRADESMAN or Management may request the TRADESMAN be designated a GROUP TRADESMAN for the Group under which the employee's TRADE is listed in Appendix A, provided an assignment is available. If the request is approved, the TRADES EMPLOYEE shall be allowed up to twelve (12) months to become proficient in the new assignment within the TRADES GROUP description.

5. Trades Descriptions

- 5.1 All TRADES GROUP Descriptions and TRADES Descriptions used in accordance with this Plan shall be originated and prepared by the Laboratories.
- 5.2 TRADES Descriptions shall include a description of the normal range of work encompassed by the TRADE, which each TRADESMAN shall be expected to be able to perform within a reasonable period of time, normally not to exceed twelve (12) months.
- 5.3 TRADES GROUP Descriptions shall include a description of the normal range of work encompassed by the TRADES GROUP, which each GROUP TRADESMAN shall be expected to be able to perform within a reasonable period of time normally not to exceed twelve (12) months.

6. Expedited Post and Bid

- 6.1 An Expedited Post and Bid system will be implemented for the permanent placement of targeted Trades occupations as defined in Groupings of Trades Jobs (Priority placement procedures [ARTICLE 38, Paragraph 7] will be followed as required). The selecting supervisor will first notify the Council of intention to invoke Expedited Post and Bid Process. Secondly, notify all Trades employees currently occupying the targeted Trades occupation by email and provide selection criteria.
 - 6.2 Employees will then have five (5) working days to respond. The selection will be based on qualifications consistent with existing selections process. If there are no qualified bidders or no bidders, then general post and bid procedures outlined in this Agreement will be followed prior to outside hire. Selection documentation will be by email from the selecting supervisor to the Manager, Staffing.
7. The April 12, 2023, Memorandum of Agreement, Construction Services (Exhibit A of this agreement) is incorporated by reference.

ARTICLE 16 – STUDENT INTERNSHIP PROGRAM

It is not the intent of the Laboratories to assign students to perform the full scope of work normally performed by MTC represented employees while they maintain their student status in high school or college. Students will assist Council represented employees. While attending classes, students work ten (10) to twenty-five (25) hours per week. During school breaks students are permitted to work up to forty (40) hours per week.

1. Identification of Students to be Represented by MTC

- 1.1 Students who are performing work normally performed by MTC represented employees will be represented by the MTC subject to the provisions of this Agreement, or they will be removed from such a position.
- 1.2 A represented student will pay a Council dues/agency fee in an amount determined by the Council. The Council will be notified electronically when a represented student is hired or terminated.

2. Probationary Period

- 2.1 Represented students shall be considered as probationary employees for the duration of their assignment. They will be required to maintain the standards established to remain in the program.

3. Conversion to Regular Employment Status

- 3.1 Represented students will be allowed to participate in the post and bid process while on roll. Their participation and performance as a represented student will be taken into consideration.

4. Bargaining Unit Seniority

- 4.1 If a represented student is hired as a regular represented employee, and has completed at least six (6) months of probationary employment, within thirty (30) days of terminating temporary status, the employee will be given bargaining unit seniority in accordance with ARTICLE 38 (Seniority and Movement of Personnel) of the Agreement.

5. Term of Employment

- 5.1 If a represented student is hired as a regular represented employee within thirty (30) days of terminating temporary status the employee will be given credit for the total term of employment during the student's status without respect to the length of previous service.

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

6. Benefits Limitations

- 6.1 Represented non-regular students may participate in the Laboratories sponsored benefits plans that are currently offered for non-bargaining unit students, on the same-basis as those plans are currently offered to non-bargaining unit students.

7. Health Promotion Program

7.1 Represented students are provided with access to Sandia’s Health promotion program. They are eligible to participate in these Sandia programs from their first day of employment.

8. Grievances and Arbitration

8.1 Represented students will be subject to the grievance procedure as defined by the contract with no appeal to Arbitration.

9. Wages

9.1 Effective September 30, 2023, the Laboratories will classify represented student position wage levels as follows:

Level	Salary Rate
High School	\$16.20
High School Graduate (<12 hrs college credit)	\$16.20
College Lower	\$18.63
College Upper	\$21.42

10. ALTERNATIVE WORK SCHEDULE (AWS)

10.1 Council represented students may request their Managers’ approval for an AWS-like work schedule.

ARTICLE 17 – LIMITED TERM EMPLOYEES

1. Limited Term Employees

1.1 In order to meet the Laboratories’ temporary staffing needs, Council represented Limited Term Employees are hired for up to three (3) years. No more than eight (8) Limited Term Employees per Department will be hired excluding OJT, Custodial and apprentices. Exceptions to this limit will be contingent upon agreement between the Laboratories and the Council.

1.2 The Council must be notified when a Council represented Limited Term Employee is hired or terminated, or when a Limited Term position is intended to replace a position previously held by a regular employee.

2. IDENTIFICATION OF LIMITED TERM EMPLOYEES TO BE REPRESENTED BY THE COUNCIL

2.1 Limited Term Employees doing work normally performed by represented employees and assigned to the included organizations specified by the Council Contract will be represented by the Council. Council represented Limited Term Employees shall be subject to the terms and conditions of our Agreement.

3. PROBATIONARY PERIOD

3.1 Council represented Limited Term Employees shall be considered as probationary employees for a period of one (1) year.

4. CONVERSION TO REGULAR EMPLOYMENT STATUS

4.1 A represented Limited Term Employee may participate in the internal post and bid process. If the employee is bidding on the job the employee is currently performing in the current department, the employee will not be required to meet the bidding eligibility timeframe requirements as laid out in Article 38, Paragraph 8 (excluding OJT and apprentices).

4.1.1 As Grade 1, regular positions become available, Limited Term, Grade 1 Employees may be converted to regular employees to fill those positions. The Metal Trades Council will be notified of such conversions 14 calendar days prior to the effective date of such conversions.

ARTICLE 18 – TRAINING

1. Apprenticeship Program

For details of the Apprenticeship Program, refer to the Standards of Apprenticeship for Sandia National Laboratories formulated by representatives of Sandia National Laboratories and the Atomic Projects and Production Workers, Metal Trades Council, AFL-CIO, and approved by the Office of Apprenticeship United States Department of Labor and the State of New Mexico Department of Workforce Solutions, State Apprenticeship Agency.

2. Explosive and Nuclear Handler On-The-Job Training Program This program was developed to provide comprehensive, consistent qualification training for SNL Explosive, Nuclear and Special Material Handlers. It was developed as a part of the on-going management review of hazardous material operations at SNL and associated risk mitigation efforts.

3. Mobile Crane Certification

This is the process used to meet the requirements for the in-house exemption program of the New Mexico Hoist Operators Safety Act (HOSA), 1/15/97.

With this Agreement, the Metal Trades Council and Sandia National Laboratories continue to cooperate to provide a safe working environment through compliance with all applicable laws and DOE Orders.

The Council and the Laboratories agree that employees who participate in the in-house exemption program for the operation of Mobile Cranes complete the required training as specified by the HOSA and DOE requirements.

Employees will participate in physical examinations in accordance with the procedures of the Laboratories Occupational Medical Certification Procedure for Mobile Crane and Hoist Operations. The Laboratories shall notify the Council of any changes to this procedure.

4. New Technologies

The Laboratories recognizes the Council's concern about the impact of the introduction of new and/or changed technologies and processes on jobs occupied by employees they represent. Likewise, the Laboratories has a deep interest in developing a workforce that will be able to meet the changing demands of its business environment.

In order to address these mutual concerns, the Laboratories agrees that when, for any reason technological changes take place that require additional knowledge and/or skill on the part of Metal Trades Council represented employees, such employees will be given the opportunity to acquire any knowledge and skill necessary to retrain, within the scope of the affected job description and/or normal job duties. The Laboratories shall establish at its own expense, during regularly scheduled working hours, an adequate retraining program for affected employees. If necessary, training will be done through outside sources, with all associated costs reimbursable by the Laboratories, to the employees involved. Technological changes which affect jobs in the bargaining unit, that meet the above guidelines, will not be used as a basis for changing such jobs from bargaining unit status to non-bargaining unit status. When a new job is introduced into the Laboratories, or the content of a job is significantly changed as a direct result of the introduction of either new equipment, materials or methods which are normally within the scope of the bargaining unit, or they are combined with duties which are not normally within the bargaining unit, the resulting job within the plan shall Company will furnish reasonable information upon which to make a determination as to whether in fact such changed job duties are within compliance of this provision.

5. On-The-Job Training

5.1 General

- 5.1.1 The purpose of the OJT Program is to allow on roll employees who fulfill the requirements of the Program to progress to Tradesman level as an alternative to completing a formal apprenticeship program. The Laboratories plans to continue the formal Joint Apprenticeship Program and will continue to select

Tradesman through the post and bid process and to hire Tradesman from the outside.

- 5.1.2 The Laboratories shall have the right to add or delete OJT jobs or to populate or not to populate OJT jobs as required by the needs of the business. The Laboratories will inform the Council whenever a new job is established or an existing job is deleted. The Laboratories will furnish the Council copies of all OJT job descriptions.
- 5.1.3 OJT participants may apply for entry into the Joint Apprenticeship Program on the same basis as any other on roll employee.
- 5.1.4 OJT participants will be paid in accordance with ARTICLE 21 (Wages) of the General Agreement.

5.2 Entry into the Program

- 5.2.1 The program is open to all on roll employees. The number of OJT vacancies shall be determined by the Laboratories based on anticipated future requirements for Tradesman.
- 5.2.2 Vacancies posted will include special OJT Program provisions.
- 5.2.3 Normally, entry into the Program will be at the Grade 4 level; however, employees may also enter at the Grade 6 or Grade 8 level if they meet the course work and experience requirements for those levels.
- 5.2.4 Minimum requirements for entry at the Grade 4 level are at least 3.0 average (no more than one "C") in the following courses:
 - One post-secondary Algebra I or Higher
 - One post-secondary Writing or Higher
 - One post-secondary Interpersonal Communications or Higher
 - One post-secondary Introduction to Computers or Higher

*Course content is defined by the Laboratories. Furthermore, the Laboratories reserve the right to establish equivalent courses as determined by the Laboratories' Education and Training Department.

- 5.2.5 The courses listed in Paragraph 5.2.4 above are minimum requirements. Best qualified applicant(s) will be selected. Candidates may be rejected if they are on probation, have disciplinary problems, have a record of excessive absenteeism, or have medical restrictions that prevent them from performing the job (unless reasonable accommodations can be made).

5.3 Advancement

- 5.3.1 The participant must have a minimum of two (2) year's relevant experience at the Grade 4 or Grade 6 level prior to being considered for advancement to the next level.
- 5.3.2 The participant must also earn a B or better for all required courses (except the prerequisite courses). At least one (1) course must be completed (with a grade of B or better) every other semester. If the participant fails to successfully complete a course every other semester (other than for excused hardship reasons), the participant will be removed from the Program and declared surplus.
- 5.3.3 Training program evaluations will be performed and feedback provided at least twice a year, and the participant must have no unsatisfactory ratings on the participant's performance evaluation.
- 5.3.4 Participants will be advanced to the Grade 6 or Grade 8 level if all the criteria in Paragraphs 5.3.1, 5.3.2, and 5.3.3 above are met without regard to whether a vacancy exists.

Advancement to Tradesman level will require the existence of a vacancy as well as meeting all the criteria in Paragraphs 5.3.1, 5.3.2, and 5.3.3 above. It is expected that three (3) years will be needed to complete required courses at the Grade 8 level; however, if all courses are successfully completed, the participant may be advanced after two (2) years at Grade 8.

ARTICLE 19 – OVERTIME

1. It is recognized by both parties that the needs of the business may require overtime work (i.e., work in excess of forty (40) hours in a WORKWEEK), and that the jobs involved must be manned by qualified employees working on an overtime basis. The amount of overtime and the schedule for working such overtime will be established by the Laboratories. Whenever possible, employees shall be given at least one day advance notification of an overtime assignment. The Laboratories, in scheduling overtime work, will distribute it as evenly as practicable among qualified employees. In determining practicability and qualifications, it is understood that the Laboratories may assign the overtime to employees normally engaged on the work involved if otherwise there would be a substantial impairment of efficiency or increase in costs or a security problem in the performance of work. An employee individually scheduled for overtime shall work such overtime except when, under all the circumstances, it is unreasonable to require the employee to do so. It is understood that if an employee is preauthorized for leave, they will be exempt from mandatory overtime.
 - 1.1 Employees covered by this Agreement will be compensated at time and one-half their STRAIGHT TIME rate of pay for all time actually worked in excess of forty (40) hours in a WORKWEEK.

- 1.2 Hours worked beyond forty-eight (48) hours in a WORKWEEK are paid at two times the employee's straight-time hourly rate.
 - 1.3 Members working a designated Holiday will be paid at TIME AND ONE HALF and will be paid eight (8) hours of Holiday pay at STRAIGHT TIME (resulting in DOUBLE TIME AND ONE HALF).
 - 1.3.1 Time worked on a scheduled holiday is not counted twice for the purposes of determining eligibility for overtime rates for working over forty (40) hours or forty-eight (48) hours in a WORKWEEK.
 - 1.3.2 Through FY2025 if the combination of actual hours worked and holiday hours paid but not-worked during a WORKWEEK exceed forty-eight (48) hours, those-additional hours will be paid at two times the standard rate of pay.
 - 1.3.2.1 Effective FY2026 if hours worked during a WORKWEEK exceed forty-eight (48) hours, those additional hours will be paid at two times the standard rate of pay.
 - 1.4 Through FY2025 holiday hours paid will be considered as hours worked within the standard WORKWEEK, with the exception of floating Holidays.
 - 1.4.1 Effective FY2026 holiday hours paid (but not worked) will not be considered as hours worked within the standard WORKWEEK.
 - 1.5 For the purposes of computing overtime compensation, hours worked will not be pyramided, compounded or in any way paid twice.
2. Notwithstanding the general statement of the principle of distribution above, the Laboratories and Council will, through designated representatives, explore the possibility and feasibility of establishing, within groups of employees, defined units of overtime distribution which, when mutually agreed, shall be followed in distributing overtime.
 3. Information on overtime assignments shall be recorded on standard forms established by the Laboratories. For the purpose of the overtime record, an overtime assignment refused shall be considered as time worked. Overtime records shall be posted where they are accessible to all employees in the defined work unit and to authorized Council representatives.
 4. An employee who while at work on a standard or nonstandard day is scheduled to work three (3) or more hours, a paid rest-meal period of twenty (20) minutes shall be scheduled approximately in the middle of such overtime work period.

ARTICLE 20 – JOB GRADES

1. General

- 1.1 The Laboratories will evaluate each job assignment and will designate to each such job assignment one (1) of eight (8) grade levels.
- 1.2 The Laboratories will continue to issue new job grades for new or changed job classifications and may revise either upward or downward the designations of existing job grades.
- 1.3 The process used by the Laboratories in classifying work into the various job grades shall not be subject to the grievance procedure nor to arbitration.

2. Job Grades

- 2.1 The Laboratories will use its best efforts to assign job grades to new work within sixty (60) calendar days after the completion of the development of the new process or equipment applicable thereto.
- 2.2 The Laboratories shall furnish the Council with a copy of all new or changed job descriptions not later than the date they become effective, or the date the specific job assignment for which such job description was designated was first populated, whichever is the later.
- 2.3 For informational purposes, APPENDIX A of this Agreement shall include, in addition to occupational titles, all currently existing classifications together with their job grade.
- 2.4 Upon conversion from the Job Evaluation Plan to market base grades, the company will inform the Council of the changes to the job description and/or pay grade. The Council will be provided the opportunity to request within fifteen (15) workdays from notification to bring one (1) representative and one (1) employee from the applicable classification to meet with Labor Relations, Compensation, and Management and discuss any concerns. At this meeting the Laboratories will provide the information which was relied upon to make its final grade determination.

3. Pay Treatment

- 3.1 It is recognized that job grades are to be used as a basis for the application of wage rates.
- 3.2 In the event that the job grade designated for a job assignment is revised upward or downward for any reason each employee working on such job assignment as of the effective date of the revision (date of settlement in case of grievance) shall receive pay treatment provided for a re-graded employee under ARTICLE 21 (Wages) effective as of the date the new job grade is authorized for use in the Department involved.

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

4. Job Grade Grievance Procedure

- 4.1 It is the intent of the Laboratories to describe accurately and adequately each job assignment and to classify it accurately and fairly. Job descriptions and job grades established for job assignments shall not be subject to arbitration. The Council has the right to grieve any job within thirty (30) days of the job being made effective. The Council agrees that it will grieve only such jobs on which it has substantial reason to believe that the job in question has been inadequately and inaccurately described or incorrectly graded. Such grievance hearings and resulting decisions will include Labor Relations, the Manager of the job in question, and Compensation.

The provisions of this ARTICLE shall not apply to TRADES OCCUPATIONS.

ARTICLE 21 – WAGES

1. Wages Increases

1.1 All active regular and limited term employees and apprentices as of September 30, 2023, shall receive a general wage increase of three percent (3%) plus a market adjustment.

Oct-2023	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8
Start Rate	\$ 17.41	\$ 18.39	\$ 20.84	\$ 22.08	\$ 23.77	\$ 25.07	\$ 26.28	\$ 27.32
Step 1	\$ 18.16	\$ 19.15	\$ 21.63	\$ 22.89	\$ 24.57	\$ 25.88	\$ 27.09	\$ 28.13
Step 2	\$ 18.91	\$ 19.91	\$ 22.43	\$ 23.69	\$ 25.37	\$ 26.69	\$ 27.89	\$ 28.93
Step 3	\$ 19.66	\$ 20.67	\$ 23.22	\$ 24.50	\$ 26.16	\$ 27.50	\$ 28.70	\$ 29.74
Job Rate	\$ 20.42	\$ 21.42	\$ 24.04	\$ 25.31	\$ 26.96	\$ 28.31	\$ 29.52	\$ 30.54
<ul style="list-style-type: none"> As of contract effective date, employees currently in highlighted (dark gray) steps will be paid \$18.95, and then progress to next higher paid step in the same grade in accordance with paragraph 2. 								

Oct-2023	Trades 1	Trades 2
Start Rate	\$ 39.67	\$ 37.52
Step 1	\$ 40.08	\$ 37.93
Step 2	\$ 40.49	\$ 38.34
Step 3	\$ 40.90	\$ 38.75
Step 4	\$ 41.31	\$ 39.16
Step 5	\$ 41.72	\$ 39.57
Job Rate	\$ 42.12	\$ 39.96

1.2 All active regular and limited term employees and apprentices as of October 1, 2024, shall receive a general wage increase of three percent (3%).

Oct-2024	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8
Start Rate	\$ 17.93	\$ 18.94	\$ 21.47	\$ 22.74	\$ 24.48	\$ 25.82	\$ 27.07	\$ 28.14
Step 1	\$ 18.71	\$ 19.72	\$ 22.29	\$ 23.57	\$ 25.30	\$ 26.66	\$ 27.91	\$ 28.97
Step 2	\$ 19.49	\$ 20.50	\$ 23.11	\$ 24.40	\$ 26.12	\$ 27.50	\$ 28.75	\$ 29.80
Step 3	\$ 20.27	\$ 21.28	\$ 23.93	\$ 25.23	\$ 26.94	\$ 28.34	\$ 29.59	\$ 30.63
Job Rate	\$ 21.03	\$ 22.06	\$ 24.76	\$ 26.07	\$ 27.77	\$ 29.16	\$ 30.41	\$ 31.46

Oct-2024	Trades 1	Trades 2
Start Rate	\$ 40.86	\$ 38.65
Step 1	\$ 41.28	\$ 39.07
Step 2	\$ 41.70	\$ 39.49
Step 3	\$ 42.12	\$ 39.91
Step 4	\$ 42.54	\$ 40.33
Step 5	\$ 42.96	\$ 40.75
Job Rate	\$ 43.38	\$ 41.16

1.3 All active regular and limited term employees and apprentices as of October 1, 2025, shall receive a general wage increase of three percent (3%).

Oct-2025	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8
Start Rate	\$ 18.47	\$ 19.51	\$ 22.11	\$ 23.42	\$ 25.21	\$ 26.59	\$ 27.88	\$ 28.98
Step 1	\$ 19.27	\$ 20.31	\$ 22.96	\$ 24.28	\$ 26.06	\$ 27.45	\$ 28.74	\$ 29.84
Step 2	\$ 20.07	\$ 21.11	\$ 23.81	\$ 25.14	\$ 26.91	\$ 28.31	\$ 29.60	\$ 30.70
Step 3	\$ 20.87	\$ 21.91	\$ 24.66	\$ 26.00	\$ 27.76	\$ 29.17	\$ 30.46	\$ 31.56
Job Rate	\$ 21.66	\$ 22.72	\$ 25.50	\$ 26.85	\$ 28.60	\$ 30.03	\$ 31.32	\$ 32.40

Oct-2025	Trades 1	Trades 2
Start Rate	\$ 42.09	\$ 39.81
Step 1	\$ 42.52	\$ 40.24
Step 2	\$ 42.95	\$ 40.67
Step 3	\$ 43.38	\$ 41.10
Step 4	\$ 43.81	\$ 41.53
Step 5	\$ 44.24	\$ 41.96
Job Rate	\$ 44.68	\$ 42.39

1.4 Effective Friday, September 29, 2023, each employee on the active payroll as of that date shall receive a ratification bonus of \$1,500 if Sandia is notified by 10:00 pm on Friday that the contract has been ratified. The employee must also be active on the payroll date in which the ratification bonus is paid.

2. Progression Increases

During the term of this Agreement each employee whose BASE RATE is below the job rate of the employee's job grade or Tradesman designation shall be increased in accordance with the following provisions:

2.1 Graded Employees

2.1.1 An increase shall be given semi-annually to each employee whose BASE RATE is below the job rate for the applicable job grade provided such employee has worked in the employee's current job grade at least eight (8) weeks since the last previous scheduled progression increase date. Such progression increases shall be effective on the second Friday in October and the second Friday in April. The amount of such increase shall be in accordance with the wage tables specified in Paragraph 1 above. The wage tables are calculated by dividing the difference between the applicable start rate and job rate by four (4). The amount of any remainder resulting from such division will be added to the last such increase scheduled in accordance with this Paragraph.

2.1.2 Optional Progression for Custodial Services The following shall confirm our understanding regarding the implementation of an optional progression increase approach for Grade 1 Custodians in the Operating System 1 (OS1), Learn and Earn Program. In addition to receiving progression increases according to ARTICLE 21 (Wages) Paragraph 2.1.1, Grade 1 Custodians may elect to be evaluated on their capabilities in the four (4) OS1 Specialties; Light Duty, Vacuum, Restroom, and Utility. Custodians must demonstrate the next Specialty for at least four (4) months following the previous progression increase. When they successfully complete each evaluation, they will be advanced one (1) progression step. Optional progression increases may only become effective on the first (1st) Friday of each month with evaluations being targeted for the second (2nd) Wednesday of the previous month. Failure to successfully complete an evaluation will not invalidate the existing contractual schedule and will not negatively affect progressions under that schedule. On roll Custodians already in normal progression will need to be evaluated on one more specialty than their current progression step should they desire to participate in the optional progression schedule.

2.2 Tradesmen

2.2.1 An increase shall be given semi-annually to each employee whose BASE RATE is below the job rate for Tradesmen provided such employee has worked as a Tradesman at least eight (8) weeks since the last previous scheduled progression increase date. Such progression increases shall be effective on the second Friday in October and the second Friday in April. The amount of such increase shall be in accordance with the wage tables specified in Paragraph 1 above. The wage tables are calculated by dividing the difference between the applicable start rate and job rate by six (6). The amount of any remainder resulting from such division will be added to the last such increase scheduled in accordance with this paragraph.

2.3 The BASE RATE resulting from the increase provided in Paragraphs 2.1. and 2.2. shall in no event result in a BASE RATE in excess of the job rate for the employee's job grade.

3. Transfer Without Change in Job Grade Designation

3.1 Any employee transferred without change in job grade level shall receive no change in the employee's BASE RATE.

4. Upgrading

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

- 4.1.1 An employee upgraded one (1) grade shall receive an increase of at least six cents (\$.06) per hour in the employee's BASE RATE.
- 4.1.2 When an upgrading involves more than one (1) grade, the increase an employee shall receive shall be determined on the basis that the employee has moved from the old grade to the new grade, one (1) grade at a time.
- 4.2 An employee may be placed on higher grade work for a trial period in which case the employee will be upgraded when it is determined by the Laboratories that the employee can satisfactorily perform the higher grade work. The trial period shall not exceed thirty (30) working days unless extended through negotiation with the Council Steward. This provision shall not preclude upgrading an employee immediately upon transfer to higher grade work when a trial period is deemed by the Laboratories to be unnecessary.

5. Downgrading

5.1. Due to lack of work

- 5.1.1. When an employee is downgraded and the employee's BASE RATE prior to downgrading is at or above the job rate of the job grade to which downgraded, the employee shall be assigned the job rate of the lower grade as the employee's new BASE RATE.
- 5.1.2. When an employee is downgraded and the employee's BASE RATE prior to downgrading is below the job rate of the job grade to which downgraded, the employee shall be assigned a BASE RATE which is equitable in comparison with the BASE RATES of other employees of comparable service, experience, and ability in the same grade to which downgraded, but not in excess of the employee's BASE RATE prior to downgrading.

5.2. Other

- 5.2.1. When an employee is downgraded and returned to the employee's former job as a result of:
 - The conclusion of a temporary upgrading when the employee has been notified at the time of upgrading that the employee would return to the employee's former job status at the termination of the employee's temporary upgrading (less than six [6] months); or
 - Incompetency or the employee's request, the employee shall thereupon receive the BASE RATE the employee would have received had the employee been continuously classified in the lower grade.
- 5.2.2. When an employee is downgraded due to infractions of Laboratories rules or improper conduct, the BASE RATE of such employee shall be determined by

the Laboratories; however, in no case shall the employee's new BASE RATE be less than the start rate of the job grade to which the employee is downgraded.

6. Transfer Between a Job Grade and a Trade

6.1. When an employee is transferred between a job grade and a Trade, there shall be no change in the employee's BASE RATE except as provided below:

6.1.1. The BASE RATE of any employee shall not be less than the start rate of the job grade or Trade to which transferred.

6.1.2. The BASE RATE of an employee in a graded job transferred to a Trade shall be increased by the lesser of ten cents (\$.10) per hour or the difference between the employee's BASE RATE prior to transfer and the Trade's start rate.

6.1.3. When the BASE RATE of an employee in a Trade transferred to a graded job is above the job rate of the job grade, the employee shall be assigned the job rate of the job grade as the employee's new BASE RATE.

7. General

7.1. An employee who is on extended absence at the time of a scheduled pay adjustment shall receive such adjustment upon return.

7.2. The Laboratories may hire an employee above the start rate for the job grade or Trade of the job assignment.

7.3. In the event of arbitration of a grievance involving rate determination on Downgrades, the authority of the Arbitrator shall be further limited to a determination of whether the Laboratories acted in an arbitrary manner or in a discriminatory manner prejudicial to the Council's interests.

8. Apprentices

Apprentices will be compensated as defined in the Standards of Apprenticeship. Standards of Apprenticeship Update: Company intends to update the new Standards of Apprenticeship to have Trade graduates start at Step 4 of the Trade 1 progression chart. All members who have previously graduated and are not at Step 4 will be moved to Step 4 upon agreement of the new CBA.

ARTICLE 22 – PAYMENT OF WAGES

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

ARTICLE 23 – CALLED-IN EMERGENCY

1. When an employee is called during off time to report for a work assignment outside the STANDARD DAILY or WEEKLY WORK SCHEDULE, it shall be considered a called-in emergency (except as specified in Paragraph 5, On-Call Pay). However, when an employee is requested to remain late on a day which the employee has reported for work, or when, prior to leaving work, and the employee is requested to report for work on a subsequent day at either the standard or nonstandard starting time, it shall not be considered a called-in emergency. An employee shall not be required to standby for a call back to work after the termination of regular shift.
2. Total payment for time worked on a called-in emergency shall be at the applicable rate per the provisions of ARTICLE 19 (Overtime), but shall not be less than four (4) hours pay at STRAIGHT TIME for the first time an employee is called in during a calendar day, and two (2) hours at STRAIGHT TIME for the second time an employee is called in during a calendar day.
3. When an employee is called during off time and can perform the requested work assignment from their home through the use of an energy management control system or other systems or processes established by the Laboratories for such purpose of performing their work assignment and this call is outside the STANDARD DAILY or WEEKLY WORK SCHEDULE, the employee shall be paid a minimum of one (1) hour STRAIGHT TIME, or the total time worked, at the applicable rate, whichever is greater. The Laboratories retains the right to determine which employees will be assigned systems access and provide them the necessary equipment to gain access.
4. In applying this ARTICLE and ARTICLE 19 (Overtime) to snow removal activities, the following principles apply:
 - 4.1 Snow removal crew members will be paid weather and safety leave equal to the amount of time granted other employees as the period of tardiness forgiveness.
 - 4.2 When employees are called at home to report early for snow removal activities, one (1) hour travel time will be paid in addition to the time actually worked.
5. On-call Pay

- 5.1 Management may determine a small number of voluntary employees to be on-call to support the infrastructure of the Laboratories. If there are not enough volunteers, management will designate employees on a seniority basis. The assignment shall be rotated from the list of employees.
- 5.2 Employees on-call will be paid a \$40 flat fee for each twenty-four (24) hour period the employee is on-call. The employee must be on-call for a minimum of fifteen (15) consecutive hours to qualify for payment.
- 5.3 In the event the employee is called and required to respond to an emergency, the employee shall be paid according to all provisions of the Agreement.

ARTICLE 24 – MINIMUM PAY ALLOWANCE

1. An employee who reports at a designated starting time for scheduled work outside of the employee's STANDARD WEEKLY WORK SCHEDULE not involving a called-in emergency and who has not been given at least twelve (12) hours advance notice not to report shall be given at least four (4) hours work or paid a minimum of four (4) hours at STRAIGHT TIME except when the provisions of ARTICLE 19 (Overtime) apply. Such minimum hours shall be paid at the applicable rate.
2. The minimum payment provisions of Paragraph 1 above shall not apply in cases where the Laboratories' inability to provide work is due to conditions beyond the control of the Laboratories or where an employee is sent home for disciplinary reasons.

ARTICLE 25 - SHIFT PREMIUM

1. Employees on night shifts (those whose STANDARD DAILY WORK SCHEDULES fall wholly or in part between 6:00 p.m. and 6:00 a.m.) shall be paid a premium for all time worked between 3:00 p.m. and 8:00 a.m. on such shifts.
2. If more than half of the STANDARD DAILY WORK SCHEDULE falls after 11:00 p.m., the premium shall be \$1.75 per hour; otherwise it shall be \$1.45 per hour.

ARTICLE 26 - RECOGNITION AWARDS

1. Recognition Awards:

- 1.1 Managers may recognize significant contributions an employee has made as either part of a team with other employees or individually to the success of the Laboratories’ programs.
- 1.2 Such awards are presented at the discretion of management and will not be subject to the provisions of ARTICLE 10 (Grievance Procedure), or ARTICLE 11 (Arbitration).

ARTICLE 27 – VACATIONS

1. Credit Accrual

Through 12/28/2023, there are twenty-four (24) vacation accrual periods in a fiscal year. Vacation credits are earned and posted twice monthly. An employee must be in active status on the accrual period end date in order to earn the vacation credit for that period.

- 1.1 Metal Trades Council Represented employees hired after September 30, 1993, shall be credited with vacation accrual in accordance with the following schedule:

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

- 1.2 Employees whose term of employment is 10 years or more will have access to their Fiscal Year’s projected vacation hours through FY2024 (09/30/2024). For these employees who separate or retire from employment by 10/01/2024 (last day on roll 09/30/2024), their remaining balances of projected vacation hours as of their last day on roll will be paid out on their final paycheck, computed at the employee’s Base rate. Effective 10/01/2024, employees will no longer have access to projected vacation hours but will continue to accrue vacation (as described below). Projected vacation hours for FY25 will not be made available to employees.
- 1.3 Effective 01/12/2024, vacation will accrue on a bi-weekly basis (26 accruals per year). An employee must be in an active status at the pay period end date in order to accrue the vacation for that period.

New Vacation Accrual schedule:

Vacation Accrual Schedule						
Service Years:	up to 2	3 - 4	5 - 9	10 - 14	15 - 19	20+
Annual Vacation Days	15	18	20	22	24	25
Annual Vacation in Hours	120	144	160	176	192	200
Bi-Weekly Accrual Rate (total 26)*	4.61538	5.53846	6.15385	6.76923	7.38462	7.69231
*Display of balances on the leave balance page and paycheck will be truncated to 2 decimals even though the balance is calculated by the system with 5 decimals.						

2. Borrowing Vacation

2.1 As defined below, regular employees may borrow vacation before it is posted to the leave balance information page on the Web.

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

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

2.2.1 Regular employees may borrow up to forty (40) hours at any point in time. New employees may borrow an additional forty (40) hours (up to a total of eighty [80] hours) against future accruals within the first six (6) months of hire, with manager approval.

3. Scheduling Vacations

3.1 Vacations shall be scheduled in accordance with the employee's wishes to the extent consistent with the needs of the business and subject to the approval of management, giving due consideration to SENIORITY. Vacations may be taken in fifteen (15) minute increments.

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

3.3 When the accumulated balance equals two hundred and forty (240) hours, vacation will cease to accrue until vacation is used and the balance is reduced to less than two hundred and forty (240) hours. To ensure that employees do not forfeit their vacation accruals, the Vacation Usage Deadlines schedule on the Web must be adhered to.

- 3.4 When an employee's vacation includes a paid holiday the holiday is charged in lieu of vacation.
- 3.5 When an employee is unable to begin or complete a vacation due to illness, the absence may be charged to sickness absence. Regular vacation is not permitted immediately following sickness absence without the prior approval of Employee Health Services Organization and the employee's Manager.
 - 3.5.1 Rescheduling as provided in Paragraph 3.5 shall be subject to the employee having furnished, within fifteen (15) consecutive calendar days of the beginning of the illness or injury, a Physician's Certificate of Injury/Illness (PCII) acceptable to the Laboratories' Employee Health Services Organization showing satisfactory evidence of inability to have been able to work during the entire period.
 - 3.5.2 Vacation scheduled as provided therein shall be taken after the employee has been approved to return to full-time duty by a Laboratories physician, except that in special circumstances and upon request of the employee, the Laboratories, through the Employee Health Services Organization, may permit the employee to take such rescheduled vacation after recovery from the personal sickness or injury but before returning to full-time duty.
- 3.6 If a death occurs in the immediate family of an employee while the employee is on scheduled vacation, the employee may, upon request and with notification to the supervisor, reschedule the remaining portion of such scheduled vacation and be granted absence.
- 3.7 Vacation may be used in lieu of sick leave, but sick leave may not be used in lieu of vacation. Employees may use Vacation, Convertible Vacation, or Purchased Vacation in conjunction with the Sickness Absence after Sickness Absence benefits are exhausted. Employees charging Vacation in Lieu of Sickness Absence have the same responsibilities as employees charging Sickness Absence.

4. Computation of Vacation Pay

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

5. Vacation Pay for Metal Trades Council Represented Employees Upon Termination of Employment

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

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

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

6.1 Eligibility

All Metal Trades Council Represented employees with at least six (6) months of service are eligible to participate. Limited Term Metal Trades Council Represented employees are also eligible. Other temporary Council represented employees such as students are not eligible.

6.2 Qualifying Emergency

- Medical emergencies of an eligible employee and/or their immediate family member.
- Called to active military service.
- The post-funeral matters related to the death of an immediate family member not paid for under the appropriate General Agreement.

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

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

- Employees with less than ten (10) years must exhaust current balance.
- convertible vacation
- purchased vacation
- and Paid Time Off (PTO) balance
- and Military Training (only if the qualifying emergency is the employee being called to active military service)

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

No more than one hundred and sixty (160) hours can be received during a fiscal year. (Employees called to active military service may receive up to 500 hours per tour of

duty.) There will be no exceptions to this maximum. Donated vacation MUST be used for “Qualifying Emergencies” only and does not have to be used consecutively, but may be used on an intermittent basis for the same qualifying emergency. Donated vacation may not be used retroactively for any days already taken without pay and may not be received or used after the medical emergency ends or after the post-funeral matters have been handled. Minimum donation request is eight (8) hours.

6.5 A Donation Pool (vacation hours available for Vacation Donation Applicant) may be available based on banked excess hours and upon approval of the Vacation Donation applicant will be allowed to use those hours for a qualifying emergency.

6.6 The applicant’s manager will review the application and sign if in concurrence, then return the application to the employee for submission to Human Resources. The application will be reviewed and decision to approve or deny will be made by Human Resources after all facts are considered and leave balances have been verified. The applicant and the applicant’s Manager will be notified by Human Resources of approval or denial and reason. If approved, the applicant will be directed on how to charge hours.

6.7 Employees are responsible for:

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

7. Vacation Buy Plan

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

7.2 A minimum of eight (8) hours up to a maximum of eighty (80) hours in one (1) hour increments may be purchased on a pre-tax basis. The cost of each vacation hour is the employee’s BASE RATE as of the time of election.

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

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

- 7.5 If an Excused Unpaid Absence does not cross calendar years, any contributions missed will be made up upon returning from the absence. If an Excused Unpaid Absence does cross calendar years, contributions to the Vacation Buy Plan end. For any leave of absence greater than thirty (30) days, contributions to the Vacation Buy Plan end. Purchased vacation hours not used will be sold back or if vacation hours are used and not paid for, the employee will be responsible for reimbursing Sandia National Laboratories at the same rate as purchased.
- 7.6 Upon termination or retirement, purchased vacation hours not used will be sold back or if vacation hours are used and not paid for, the employee will be responsible for reimbursing Sandia National Laboratories at the same rate as purchased.
- 7.7 Employees are responsible for:
- Appropriate use of purchased vacation charging,
 - Obtaining Manager approval prior to scheduling vacation, and
 - Ensuring that transactions on the timecard are accurate, appropriate and consistently recorded.

8. Vacation Sell Program

- 8.1 The Vacation Sell Program is effective on a calendar year basis, with enrollment during the Open Enrollment period.
- Full Time employees may sell forty (40) hours; Part Time employees, working 20-36 hours, may sell twenty (20) hours annually. The cost of each vacation hour is the employee's BASE RATE as of the time of pay out.
 - Employees cannot participate in the Vacation Sell Program in the same calendar year they participate in Vacation Buy Program.
 - Participation in the program does not continue into the next calendar year. Once the election to sell vacation is made, it cannot be retracted or rescinded.
 - Upon termination or retirement before the vacation sell payout occurs, the employee will become ineligible for the program and all collected hours along with any accrued balance will be paid out subject to the standard accrual cap rules.

ARTICLE 28 – HOLIDAYS

Bargaining Unit employees will have the same holidays as non-Bargaining Unit employees, in alignment with corporate policy.

To the extent that the Laboratory shall make any changes to holidays for non-Bargaining Unit employees, such changes shall likewise be passed through to Bargaining Unit employees on the same-basis.

ARTICLE 29 – PAY TREATMENT FOR ABSENCES

Bargaining Unit employees will follow the same corporate policies as non-Bargaining Unit employees for pay treatment for absences not otherwise noted in other Articles.

To the extent that the Laboratory shall make any changes to how absences are paid for non-Bargaining Unit employees, such changes shall likewise be passed through to Bargaining Unit employees on the same-basis.

ARTICLE 30 – SICKNESS ABSENCE PLAN

Bargaining Unit employees will follow the same corporate policies as non-Bargaining Unit employees for the sickness absence plan.

To the extent that the Laboratories shall make any changes to the sickness absence plan for non-Bargaining Unit employees, such changes shall likewise be passed through to Bargaining Unit employees on the same-basis.

ARTICLE 31 – ADVANCE NOTICE: ARTICLES 28, 29, 30

In the event that the Laboratories modifies Articles 28 (HOLIDAYS), 29 (PAY TREATMENT FOR ABSENCES), or 30 (SICKNESS ABSENCE PLAN), the Laboratories will provide information about the changes to the Union. Upon request by the Union, the Laboratories agrees to negotiate with the Union over the effect of these changes on the Bargaining Unit.

ARTICLE 32 – OCCUPATIONAL DISABILITY PAY

1. An employee who, in the opinion of the Employee Health Services, is temporarily unable to work because of job-incurred illness or job-incurred injury (which is not purposely self-inflicted, or due to willful misconduct or refusal to use prescribed safety equipment) shall be

paid compensation under the New Mexico State Workers Compensation Act plus an amount necessary to net the employee's pay based on sickness absence salary replacement level, after taxes, based on STRAIGHT TIME wages for time lost from the employee's STANDARD WEEKLY WORK SCHEDULE. Absence by reason of such a disability shall be charged against sickness absence payments provided under ARTICLE 30 (Payment for Absence Due to Personal Sickness) and run concurrently with FMLA. Compensation will be paid from the time disability commenced until the Employee Health Services concludes that the employee is able to return to work or that the disability will continue indefinitely. The determination that the disability will continue indefinitely shall not normally be made in less than six (6) months from the date disability commenced. The determination shall be made not later than at the end of one (1) year of disability except in unusual circumstances where the Laboratories and the Council agree on an extension. The regular employee may elect, if applicable, to apply for the Laboratories' Long-Term Disability Plan if they are unable to return to work due to the occupational disability. Any compensation paid by the Laboratories shall not exceed one thousand forty (1,040) hours within a one (1) year period beginning with the date of injury. In no event will the Laboratories pay compensation beyond the one (1) year period beginning with the first day of injury. The employee may continue to receive state Workers' Compensation benefits for which the employee is entitled after the compensation paid by the Laboratories is exhausted. The regular employee may elect, if applicable, to apply for the Laboratories' Long-Term Disability Plan to maximize the employee's benefit for an occupational disability. Employees will not be eligible for sickness absence benefits payable under ARTICLE 30 (Payment for Absence Due to Personal Sickness) if they have exhausted the benefits provided for under this ARTICLE.

2. The Laboratories' obligation to make disability payments under this ARTICLE shall be conditioned upon a determination by its Third Party Administrator as to the facts and duration of the employee's inability to work as the result of a job-incurred illness or job incurred injury. If the employee disagrees with such determination, the employee shall have the right to challenge such determination by filing a grievance initially to Step 3 in accordance with ARTICLE 10 (Grievance Procedure) and filing an appeal with the New Mexico Workers' Compensation Administration. The matter may also be referred to arbitration in accordance with ARTICLE 11 (Arbitration).
3. Any employee terminated upon exhausting benefits under the provisions of this ARTICLE, may apply for and receive consideration for external vacancies at the Laboratories, for which they qualify and meet the physical requirements. If the employee is accepted for reemployment, the employee will be credited with Bargaining Unit seniority for the period of time the employee was off roll, prior to returning to work, up to a maximum of thirty-six (36) months.

ARTICLE 33 – PEACETIME TRAINING AND LOCAL EMERGENCY SERVICE WITH THE UNIFORMED SERVICES

1. General

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

2. Local Emergency Service

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

2.2 An employee granted absence for such service will receive pay at the employee's STRAIGHT TIME rate for such time lost from assigned Laboratories duties within the STANDARD DAILY WORK SCHEDULE (eighty-eight [88] hours) in any one (1) FISCAL YEAR.

3. Annual and Intermittent Training

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

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

4. Extended Periods of Training

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

5. Draft Registration

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

6. Active Duty

An employee of the Laboratories who is serving in the Uniformed Services, as such service is covered by the Uniformed Service Employment and Reemployment Rights Act (USERRA), will receive pay for any vacation and Paid Time Off that the employee has accrued before the commencement of service unless the employee requests otherwise prior to the employee leaving Sandia. The employee will continue to accrue vacation while on Military active duty, as long as they are on roll. In addition, the employee will receive credit for such service towards the employee's TERM OF EMPLOYMENT and BARGAINING UNIT SENIORITY. For such service to be credited for the above-mentioned purposes, the employee must report back to the Laboratories within ninety (90) days after completion of the employee's period of service unless a greater time for notice/reporting is required by law.

ARTICLE 34 – LEAVES OF ABSENCE

1. For all Leaves of Absence not covered under this article, please contact Human Resources.

2. Excused Personal Absence

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

3. Personal Leaves of Absence

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

3.2 Such Leave of Absence shall be as follows:

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

- 3.3 An employee on such Leave of Absence shall maintain coverage under the Medical Plans, the Dental Plan, and the Vision Care Plan, provided the employee submits premiums to the third party (COBRA) vendor. For dependent and voluntary plans, the employee will submit premiums directly to the plan vendor(s). Such premiums shall be subject to subsequent adjustment.
- 3.4 An employee on such Leave of Absence shall retain all coverage and rights under the Retirement Income Plan to the extent and in the amount to which eligible on the effective date of Leave.
- 3.5 The Leave of Absence shall be automatically terminated and SENIORITY broken if and when the employee departs materially from the purpose for which the Leave was granted or makes application for unemployment compensation benefits without first applying for reinstatement.

4. Consideration Following Expiration of Leave of Absence

- 4.1 Upon return from Leave of Absence, before or not later than the day following the expiration date of the Leave, an employee shall be reinstated to the same position held at the time such Leave of Absence began or a comparable position subject to the provisions of ARTICLE 38 (Seniority and Movement of Personnel) and subject to compliance with security regulations and physical requirements of the Laboratories.
- 4.2 Upon reinstatement, the employee shall be placed on the payroll at the BASE RATE received when such Leave began adjusted for any changes in wage level made during the period of absence. Adjustments shall also be made for any changes in occupation or job grade level.

5. Child Care Leave of Absence

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

5.1 Maximum Period of Leave

This leave may be granted for a maximum period of up to twelve (12) months from date of delivery or placement of the child. The starting date of the Leave, with the approval of the Laboratories, will be at such time an employee who meets the eligibility requirements for such a Leave request. Only one child care leave may be taken for any given birth or placement.

5.2 Insurance Premiums

An eligible employee on Child Care Leave of Absence shall continue medical coverage, dental coverage, and vision coverage for the first twelve (12) weeks provided the employee's premium share necessary to maintain such coverage during the period of the Leave are transmitted to the third party (COBRA) vendor. Such premium shall be based on the premium rates applicable at the effective date of such Leave, but shall be subject to subsequent adjustment. Group Term Life Insurance coverage will continue for one (1) year. The employee may maintain coverage under the Dependent Group Life Plan, the Voluntary Group Accident Plans, and the Voluntary Term Life Plan for six (6) months, provided the employee transmits to the provider the premiums necessary to maintain coverage during the period of such Leave based upon the premium rates applicable at the effective date of such Leave. Such premiums shall be subject to subsequent adjustment.

5.3 Seniority

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

5.4 Vacation and Paid Time Off

Employees will exhaust their Vacation and Paid Time Off accruals for which eligible and not used prior to the beginning of the Leave. Purchased Vacation that they have paid for but not used, prior to the beginning of Leave can also be used.

5.5 Reinstatement

Employees granted such Leaves shall be entitled to guaranteed reinstatement to the same job or one of similar status and pay up to twelve (12) months following the date of birth of the natural child or date of adoption or placement of a foster child. If, upon application for reinstatement prior to the end of the twelve (12) month period following delivery, adoption, or custody of foster child, a position of like status and pay for which the employee is qualified is not available, reinstatement may be deferred until a position is available, but, in no case shall reinstatement be deferred beyond twelve (12) months following delivery, adoption, or custody of foster child. Reinstatement shall, however, be subject to the provisions of Paragraph 4.8 of ARTICLE 42 (Layoff Notice, Layoff Allowance, and Essential Functions Allowance) of the General Agreement between the parties and to compliance with security regulations of the Laboratories.

6. Grievance and arbitration shall be limited to the eligibility of employees for reinstatement pursuant to this policy. Such grievances may be filed at Step 3 of ARTICLE 10 (Grievance Procedure) of the Agreement and, if not adjusted thereunder, may be submitted to arbitration as provided in such Agreement.

ARTICLE 35 – PENSION AND SAVINGS

Bargaining Unit employees currently participate in the same pension and savings plans as non-Bargaining Unit employees.

To the extent that the Laboratories shall make any changes to the NTESS Savings and Income Plan or NTESS Retirement Income Plan for non-Bargaining Unit employees, such changes shall likewise be passed through to Bargaining Unit employees on the same-basis.

ARTICLE 36 – HEALTH AND WELFARE BENEFITS

1. Bargaining Unit Employees may participate in the Laboratories sponsored active health and welfare benefit plans and retiree health and welfare benefit plans that are currently offered for non-bargaining unit employees, including the Employee Assistance Program (EAP), on the same-basis as those plans are currently offered to non-union employees except as otherwise provided in this Agreement. To the extent that the Laboratories shall make any changes to these benefit plans for non-union employees, including, but not limited to changes to cost, coverage and/or benefit design, such changes shall likewise be passed through to bargaining unit employees on the same-basis including, but not limited to improvements, modifications, changes to plans and/or employee premiums to these plans at any time, both during the term of this Agreement and after its expiration during the time period before any new successor bargaining agreement or good faith bargaining impasse is reached. Any total elimination and/or removal of a benefit or plan contemplated will only be a result of the Laboratories no longer offering the specific plan. If and when these situations arise, the Laboratories will notify the Council prior to taking such action. Any and all benefit plans and supplemental benefit plans (such as Sandia Extras, Lifestyle Spending Account, and Sandia Childcare Fund) offered to non-bargaining unit employees will be offered to the Bargaining Unit employees on the same basis.
2. The yearly increases in the premium contributions for the medical plans will be capped at no more than eight percent (8%) from the previous year's premium contributions for the life of the Agreement.
3. Benefits Review Committee

The Committee will meet once annually for up to two (2) hours in advance of Open Enrollment.

ARTICLE 37 – REST PERIODS

1. The Laboratories will schedule one (1) fifteen (15) minute rest period and one (1) ten (10) minute rest period in each eight (8) hour tour of duty for all employees within the bargaining unit.
2. The Laboratories shall ordinarily schedule rest periods approximately in the middle of the four (4) hour work periods. Employees on jobs involving continuous or machine operations where it is not practical to interrupt such process at regular intervals shall be allowed their rest period at irregular intervals during each four (4) hour period.
3. Upon mutual agreement of the supervisor and the employee, rest periods may be moved to extend LUNCH PERIODS.
4. Rest period time shall be treated as time worked.
5. In the event of abuse of the provisions of this ARTICLE, the Council and the Laboratories will discuss the problem to rectify such abuses.

ARTICLE 38 – SENIORITY AND MOVEMENT OF PERSONNEL

1. For current BARGAINING UNIT employees, for service prior to August 13, 1999, an employee's SENIORITY shall be defined as all accredited service with the Laboratories. For service on, or after August 13, 1999, SENIORITY will continue to accrue while an employee is employed in the BARGAINING UNIT, on an authorized Leave of Absence from the BARGAINING UNIT, (with a limitation of ninety [90] consecutive calendar days for Personal Leaves of Absence as provided for in ARTICLE 34 (Leaves of Absence) Paragraph 2 or as provided by ARTICLE 33 (Peacetime Training and Local Emergency Service with the Uniformed Services) or on LAYOFF from the BARGAINING UNIT.
 - 1.1 On or after August 13, 1999, employees entering the BARGAINING UNIT for the first time will accrue seniority from the date they enter the BARGAINING UNIT.
 - 1.2 Employees who reenter the BARGAINING UNIT with prior service in the BARGAINING UNIT will receive SENIORITY credit for prior service in the BARGAINING UNIT and will continue to accrue SENIORITY from the date of reentry into the BARGAINING UNIT.
2. New employees of the Laboratories shall be considered as probationary employees for a period of six (6) months. If such employees are retained after the probationary period, their SENIORITY shall be established as of their dates of hire.

- 2.1 If two (2) or more employees have the same SENIORITY date, the employee with the lowest last four (4) digits in the employee's Social Security Account Number shall be deemed senior.
 - 2.2 Previous SENIORITY will be credited immediately upon reinstatement following LAYOFF due to lack of work if recalled within four (4) years.
3. The Laboratories shall compile and make available electronically a SENIORITY list showing the name, SENIORITY date, job title, and job grade of all employees in the BARGAINING UNIT. The Laboratories shall promptly furnish to the Council information concerning the SENIORITY status of any employees outside the BARGAINING UNIT who are moving into the BARGAINING UNIT. The Laboratories shall provide the Council with information concerning the SENIORITY status of any employee outside the BARGAINING UNIT who is bidding for jobs in the BARGAINING UNIT and on those employees unable to perform their job because of a disability who are offered an opportunity to transfer as provided below in Paragraph 7.
4. SENIORITY shall be deemed broken whenever an employee:
 - Has been LAID OFF in excess of four (4) years
 - Fails to register with the Laboratories by Certified U.S. Mail once every sixty (60) calendar days following LAYOFF, indicating continued availability for employment.
5. SENIORITY shall be deemed broken and lost after an employee:
 - Accepts a permanent placement outside of the BARGAINING UNIT and does not return within three (3) years
 - Leaves of the employee's own accord and does not return within three (3) years
 - Left the BARGAINING UNIT prior to October 1, 2014 of the employee's own accord, and does not return within three (3) years
 - Is discharged for just cause under the provisions of ARTICLE 40 (Suspensions and Termination of Employment Relieved, Dropped, or Discharged)
 - Is absent four (4) consecutive working days without permission or without notifying the Laboratories, unless there is a satisfactory reason for failure to notify
 - Fails to report for work within ten (10) working days after receiving notification, by Certified U. S. Mail, of recall from LAYOFF
 - Fails to report for work at the end of an authorized Leave of Absence unless there is a reason acceptable to the Laboratories
 - Has caused a Leave of Absence to be terminated under the provisions of ARTICLE 6 (Treatment of Employees Performing Council Duties), and/or ARTICLE 34 (Leaves of Absence) and does not return within three (3) years.
6. The provisions of this ARTICLE relating to Seniority and Movement of Personnel shall be administered in the first instance by the Laboratories. However, such decision shall be subject to the grievance and arbitration provisions of this Agreement. These provisions shall also be applicable to the method used for computing the past SENIORITY of any person

entering the BARGAINING UNIT. In the interests of prompt settlement of question involving the selection or movement of personnel under Paragraphs 7 and 8 of the ARTICLE, and Paragraph 4 of ARTICLE 42 (Layoff Notice, Layoff Allowance, and Essential Functions Allowance), should the Council claim that the action taken was not in accordance with the provisions of this ARTICLE, such claim shall be presented as a written grievance per ARTICLE 10, after written notification to the Council of the selection or movement. The settlement in case of Council protest shall provide retroactive adjustment, if any, for the period from the date of the selection or movement to the date of settlement.

7. Priority Placement

When a job vacancy in the BARGAINING UNIT occurs, employees who have the skill, ability, and seniority and who are able to perform the job efficiently upon placement, shall be considered in successive steps in the following order, provided the transfer is lateral or downward.

Type Employee	Reason for Placement
BARGAINING UNIT	Unable to perform job due to disability developed from job-incurred illness or injury
BARGAINING UNIT	Removal from present job is necessary because of lack of work
BARGAINING UNIT	Displaced from bargaining unit job within four (4) years prior to date vacancy occurs
Laid Off from the BARGAINING UNIT	Laid off in a reduction in force within the last four (4) years prior to date vacancy occurs
Any employee of the Laboratories	Unable to perform job because of disability developed while employed by the Laboratories
Any employee of the Laboratories	Removal from present job is necessary due to lack of work

If the vacancy is filled in accordance with this Paragraph 7, the Council shall be notified of the vacancy filled, the name of the employee selected, and the reason therefore.

8. Post and Bid

If the vacancy is not filled in accordance with Paragraph 7 above, it shall be posted for bids and shall be filled in accordance with the following procedure:

8.1 The title, job grade, and location of each such vacancy shall be posted on the Internal Web for a minimum of seven (7) calendar days. Copies of such listings shall be made available to the Council at the time of posting. Information concerning the requirements of the job shall be made available to all interested employees.

- 8.1.1 Vacancies for all Grade 1, 3 and Student Intern positions may be posted on the Internal and External Websites simultaneously in accordance with the time limits specified in Paragraph 8.1 above. Qualified internal candidates will be considered first when filling these vacancies.
- 8.2 Employees of the Laboratories may bid or apply for such vacancies electronically during the period of the posting provided they have been classified in their present occupation and grade for at least six (6) months (twelve [12] months if a Tradesman). In the case of an employee who is away from the area during the period of posting, but wishes to be considered for the vacancy, a bid may be filed for such employee by proxy. The Laboratories shall inform the Council of the names of all applicants.
- 8.3 Within twenty (20) working days after the expiration of the period of the posting, the vacancy shall be filled from among the applicants who have filed bids. Extensions may be mutually agreed upon to take care of unusual cases. If the selected applicant is not available for work, the applicant shall fill the vacancy upon return to work.
- 8.4 If two or more applicants are relatively equal in qualifications, to fill the vacancy SENIORITY shall govern.
- 8.5 If business needs require, the vacancy may be filled by a Council represented employee on a temporary basis pending the selection of an employee in accordance with this procedure. The Laboratories shall make every reasonable effort to fill the temporary opening with a qualified Council represented employee. It is understood that if an employee, regardless of the circumstances, has been temporarily upgraded to a job which is later filled under the post and bid procedures set forth above, the experience gained through performance on that job while temporarily upgraded will be used in the selection.
- 8.6 If the vacancy cannot be filled in accordance with Paragraphs 8.1 through 8.5 above, hiring may be utilized.
- 8.7 In circumstances when an employee's services are temporarily interrupted the Laboratories shall have the sole authority to suspend the employment of all such impacted individuals in accordance with definition of LAYOFF OR LAID OFF in ARTICLE 3. Represented employees will be treated administratively the same as non-represented, non-exempt employees due to absence of appropriations. Should the employee's services be temporarily interrupted for more than thirty (30) workdays it will be changed to a LAYOFF and the Laboratories will notify the Council of such action and will be administered in accordance with this ARTICLE.

9. Loans and Temporary Upgrades

Employees may be loaned from one job to another for a period not to exceed thirty (30) working days. In the case of coverage for a member out on an approved leave, a period not to exceed six (6) months may be mutually agreed to. Coverage for a member out on an

approved medical leave shall be granted not to exceed six (6) months. The proper Council Steward shall be notified in writing of all loans which are expected to exceed one (1) week. It is understood that this provision shall not be circumvented by repeated loans except through negotiations with the proper Council Steward. Such loans shall not be considered as transfers. During the period of a loan the employee shall be paid the BASE RATE of the job from which the employee is loaned. When an employee is temporarily assigned to higher grade work, the employee shall receive pay treatment for an upgraded employee under the provisions of Paragraph 4.1 of ARTICLE 21 (Wages).

10. Movement Outside the BARGAINING UNIT

Nothing in this ARTICLE shall in any way restrict the opportunities of the employees in the BARGAINING UNIT to be considered for positions outside the BARGAINING UNIT except for the restrictions in post and bid as stated in Paragraph 8.2 of this ARTICLE.

ARTICLE 39 – TERM OF EMPLOYMENT

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

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

- 1.1 All continuous service with Sandia Corporation or NTESS. Credit for prior service with another participating company prior to employment with Sandia Corporation or NTESS will be given on the same basis as non-represented employees.
- 1.2 Previous service will be credited immediately upon reinstatement from a Personal (including leaves for Council Business), Family Care, Educational, Special or Military Service Leave of Absence, or if re-employed within 4 years of being laid off.
- 1.3 Employees previously in Limited Term and/or Student positions will bridge their prior service immediately provided the employee is hired as a regular employee within thirty (30) days of terminating their Limited Term and/or Student status.
- 1.4 Term of Employment for Sandia Pension benefit and Savings Plan benefit will be calculated in accordance with the applicable Summary Plan Description (SPD).

2. Computing Effective Service Date

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

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

ARTICLE 40 – SUSPENSIONS AND TERMINATION OF EMPLOYMENT RELIEVED, DROPPED, OR DISCHARGED

1. The Laboratories has the right to discharge an employee for just cause
2. In all cases in which the Laboratories' termination of an employee's employment is classified as "Relieved," "Dropped," or "Discharged," the proper Council Steward or Officer shall be notified of the action being taken by the Laboratories as soon as practicable after the employee is notified. Such notice shall precede the effective date of the termination of employment except that when the Laboratories considers it necessary to remove an employee immediately from the Laboratories' premises, it may do so without advance notice. In such a case, the Council Steward or Officer shall forthwith be notified; however, when the Steward is not immediately available, issuance of the leaving notice shall be postponed until the Council Representative has been notified, or a period of five (5) working days has elapsed, whichever first occurs. In addition, such notice shall be confirmed in writing to the Council within five (5) working days of the effective date of discharge.
3. The termination of probationary employees is not subject to grievance or arbitration.
4. In all cases where the Laboratories suspends an employee for disciplinary reasons, the Council shall be notified of the action being taken by the Laboratories as soon as practicable after the employee is notified.

The Council may question the justification of the action taken in accordance with ARTICLE 10 (Grievance Procedure) provided the employee is no longer considered a probationary employee as provided in ARTICLE 38 (Seniority and Movement of Personnel).

5. If settlement is not reached in the grievance procedure, such dispute may be referred to arbitration in accordance with ARTICLE 11 (Arbitration). However, in such case the authority of the Arbitrator shall be further limited to a determination of whether the Laboratories had just cause in "Relieving," "Dropping," "Discharging," or "Suspending" such employee. If the Laboratories desires a transcript of the proceedings in such a case, it shall bear the cost including the cost of one (1) Council and one (1) Arbitrator copy.
6. Should the Arbitrator decide that the action of the Laboratories was taken without just cause, the Arbitrator may direct either 1) reinstatement of the employee with or without back pay or 2) a penalty less severe than discharge. If the Arbitrator directs reinstatement, the employee shall be offered reinstatement and, if reinstated, shall be paid at STRAIGHT TIME for time lost within the employee's STANDARD WEEKLY WORK SCHEDULE during the period for which back pay is directed by the Arbitrator less any amount paid to or received by the

employee as wages in other employment applicable to the period for which back pay is directed.

7. Any balance due the employee under Paragraph 6 shall be further reduced by any payments other than wages received from the Laboratories at the time of being “Relieved,” “Dropped,” “Discharged,” or “Suspended.” If this balance is reduced to zero (0) without offsetting all such payments, the balance due to the Laboratories shall be considered as an advance in pay and shall be repayable through payroll deductions at the rate of ten percent (10%) of such employee’s wages.
8. If there is no balance due the employee under Paragraph 6, all payments other than wages received from the Laboratories at the time of termination or suspension of employment shall be considered as an advance in pay and shall be repayable through payroll deductions at the rate of ten percent (10%) of such employee’s wages.

ARTICLE 41 – NOTICES TO THE COUNCIL

1. The Laboratories shall notify a Metal Trades Council Officer, electronically, of the following:
 - Transfers involving changes of an employee’s status
 - LAYOFFS due to lack of work
 - Suspensions of employment due to an employee’s services being temporarily interrupted because of, but not limited to, such causes as material shortage, equipment failure, power failure, or other circumstances which cause a temporary cessation or reduction in operations or causes the Laboratories to operate in the absence of appropriations
 - Company mandated changes of shift assignments of groups of employees
 - Company mandated changes in overtime schedules
2. In order to afford the Council an opportunity to arrange for such replacements as may be necessitated by the transfer of Council Representatives, the Company agrees to notify the Council in writing of the transfer of any Council Representative outside the recognized BARGAINING UNIT. Such notice shall be given as far in advance as possible.
3. Whenever a supervisor places a disciplinary memorandum of an unfavorable nature (including disciplinary warnings, reprimands, suspensions, and downgrading) in an employee’s permanent record, the document will be reviewed with the employee. A Council Representative will be present during the discussion between the individual and the supervisor if the employee so requests. A copy of the memorandum will be given to both the employee and the Council Representative. Furthermore, the employee will be advised that

the memorandum will be removed from the permanent record within twenty-four (24) months if the matter leading to the action is resolved in a manner satisfactory to the supervisor.

4. Access to Personnel Records

Upon request and at reasonable intervals, employees may examine their records in the Central Personnel Files, medical file, line organization file, or any other file relied upon to discipline the employee; and obtain copies of their HR Query screens, medical file, line organization file, or any other file relied upon to discipline the employee. These requests will be granted provided that the Laboratories receives reasonable advance notice of the individual's desire to review the employee's records, and some requests for access may require the employee to complete a release form satisfactory to the Laboratories. Examination of central or line organization files shall be in the company of a representative of the Laboratories. The employee may also request that a Council representative be present, if the employee provides a written release.

ARTICLE 42 – LAYOFF NOTICE, LAYOFF ALLOWANCE, AND ESSENTIAL FUNCTIONS ALLOWANCE

1. Layoff Notice

An employee who is to be LAID OFF due to lack of work shall be given as much advance notice as is practicable, but in no case shall the employee be given less than two (2) weeks advance notice or pay at STRAIGHT TIME in lieu thereof. Any pay in lieu of advance notice granted under this Paragraph shall be in addition to any Layoff Allowance to which the employee is eligible under Paragraph 6 below.

2. Reduction in force in the BARGAINING UNIT made necessary by lack of work shall be administered in the following manner:

2.1 Layoff Sequence

- 2.1.1 Contractors performing functions requiring the same basic skills as the position to be impacted will be the first considered for layoff.
- 2.1.2 Represented students (with the exception of those in student programs which receive special funding) performing functions requiring the same basic skills as the position to be impacted will be next in consideration for layoff.
- 2.1.3 Council represented Limited Term Employees performing functions requiring the same basic skills as the position to be impacted will be next in consideration for layoff.

2.1.4 Only after the above sequence in layoffs has occurred will regular Council represented employees be considered for layoff in accordance with the layoff provisions of the General Agreement.

3. Surplus and Layoff Considerations for Trades Employees

3.1 Employees will be declared surplus in inverse order of SENIORITY in the TRADES GROUP affected. The Laboratories shall notify the Council in writing of the names of the employees so selected.

3.2 A surplus employee may displace another employee with the least SENIORITY in another TRADE within the employee's TRADES GROUP or another TRADES GROUP according to the provisions of Article 42, Paragraph 4.2 of the General Agreement if:

3.2.1 The employee has previously performed satisfactorily at the Laboratories in the new TRADE or TRADES GROUP, or

3.2.2 Because of the TRADE training and the employee's work experience at the Laboratories, the employee can perform satisfactorily upon placement the TRADESMAN level assignments in the new TRADE or TRADES GROUP.

3.3 If the surplus employee cannot be placed within the employee's TRADES GROUP, the employee shall be treated in accordance with Paragraph 4 below.

4. Displacement and Layoff

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

4.1 Employees shall be selected from the occupation and grade involved in the inverse order of their SENIORITY. The Laboratories shall notify the Council of the names of the employees so selected. The affected employees in the BARGAINING UNIT shall be considered for vacancies in accordance with Priority Placement.

4.1.1 If the employee so chooses, a more senior employee in the affected group may volunteer to be laid off outside of seniority order to take the place of the affected employee. Such individual will not have recall rights as described under Paragraph 5 below. Furthermore, the Layoff allowance for an employee who volunteers for layoff will be calculated per ARTICLE 42 (Layoff Notice and Allowance), Section 6. Volunteers are subject to the provision outlined in Paragraph 4.6 below.

4.2 If an appropriate vacancy in the BARGAINING UNIT is not available, the employee shall displace, in the same grade in the BARGAINING UNIT, that employee who has

the least SENIORITY in a position which the employee is capable of performing because either the employee has the necessary qualifications for the job or the employee has previously held the position.

- 4.3 If not thus placed, the employee shall then displace an employee in successively lower grades in the BARGAINING UNIT, in accordance with Paragraph 4.2, above.
- 4.4 An employee who, due to lack of work, is selected under the provisions of this Paragraph 4 for movement to a job which will involve downgrading may, by notification to the employee's supervisor prior to the effective date of the movement, elect to be LAID OFF, if the movement would:
 - 4.4.1 In the case of a Graded Employee, result in a downgrading of more than three (3) grades, or
 - 4.4.2 In the case of a skilled TRADESMAN, or GROUP TRADESMAN result in a job assignment other than in the employee's TRADE or GROUP TRADE.
- 4.5 The President, Vice President, Secretary-Treasurer, Recording Secretary and Chief Stewards, shall have top SENIORITY in the BARGAINING UNIT so long as there is work remaining which they are capable of performing.
- 4.6 The Laboratories shall be entitled to exempt a reasonable number of employees in the BARGAINING UNIT from displacement or LAYOFF if, on the basis of their skill and training, their displacement or LAYOFF would substantially impede the efficiency of the remaining operations. Before making such exemptions, the Laboratories shall consult with the Council and shall provide the Council with the names, grades, and occupations of the individuals involved; the reasons for making such exemptions and documentation supporting the reasons for making such exemptions.
- 4.7 No employee in the BARGAINING UNIT shall be displaced or downgraded as the result of moving an employee from outside the BARGAINING UNIT into the BARGAINING UNIT.
- 4.8 An employee returning from a Leave of Absence granted under ARTICLE 6 (Treatment of Employees Performing Council Duties), ARTICLE 33 (Peacetime Training and Local Emergency Service with the Armed Forces), ARTICLE 34 (Leaves of Absence) shall be reinstated to the same position held at the time such Leave began or a comparable position, if a vacancy exists, giving such employee consideration in accordance with SENIORITY with employees designated in ARTICLE 38, Paragraph 7, Priority Placement. If not thus placed, the employee shall then exercise rights under Paragraphs 4.2 and 4.3 of this ARTICLE in accordance with the employee's SENIORITY. If the employee is not thus reinstated, the Leave of Absence shall be terminated. However, such employee shall be accorded only the SENIORITY accumulation and recall rights specified for a LAID OFF employee in this ARTICLE.

5. Recall Rights

- 5.1 LAID OFF employees from the BARGAINING UNIT shall be recalled to vacancies in the BARGAINING UNIT in order of their SENIORITY in accordance with Priority Placement.
- 5.2 When a vacancy occurs, employees LAID OFF from the BARGAINING UNIT within four (4) years prior to the date of the vacancy shall be considered for recall to the vacancy in order of SENIORITY provided such employee has previously performed the job satisfactorily at the Laboratories.
- 5.3 The recall rights of an employee of the BARGAINING UNIT will not be impaired in the event that the employee declines an offer of recall to a job in the BARGAINING UNIT lower in grade than the job from which the employee was LAID OFF, or declines an offer of a job outside the BARGAINING UNIT.

6. Layoff Allowance

- 6.1 Regular Council represented employees LAID OFF due to lack of work will be eligible for a basic termination pay benefit of two (2) weeks' pay. Additionally, the employee may receive a supplemental benefit outlined below, less the two (2) weeks' basic pay benefit, upon signing a release of claims.

6.1.1 Employees On Roll Prior to October 1, 1993:

Schedule for service prior to October 1, 1993

Term of Employment on Date of LAYOFF	LAYOFF Allowance Number of Weeks Pay
Less than 1 year	0
1 year	1
2 years	2
3 years	3
4 years	4

Term of Employment on Date of LAYOFF	LAYOFF Allowance Number of Weeks Pay
5 years	5
6 years	6
7 years	7
8 years	9
9 years	11
10 years	13
11 years	15
12 years	17
13 years	19
14 years	21
15 years	24
16 years	27
17 years	30
18 years	33
19 years	36
20 years	39

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

- For service after September 30, 1993

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

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

Maximum accrual for employees on roll prior to October 1, 1993, is one hundred four (104) weeks.

6.1.2 Employees hired after September 30, 1993

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

6.1.3 Employees hired after September 30, 2011

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

- 6.2 Layoff allowance payments shall be computed at the employee's BASE RATE in effect as of the date of LAYOFF.
- 6.3 An employee who has been rehired following a period of LAYOFF and who is again LAID OFF due to lack of work shall receive a layoff allowance based on service since the employee's rehire.
- 6.4 If an employee who has received a Layoff Allowance is rehired following LAYOFF and the number of weeks since LAYOFF is less than the number of weeks covered by the Layoff Allowance, the excess amount shall be considered as an advance in pay and shall be repayable through payroll deduction at the rate of ten percent (10%) of such employee's weekly wages.

7. Subcontracting

- 7.1 The term subcontracting as used herein means the Laboratories' hiring of an independent contractor to perform a function or activity currently performed by Council represented employees. The provisions of Paragraphs 3 through 5 apply only if the work to be subcontracted results in an actual job loss event.
- 7.2 The provisions of Paragraphs 4 and 5 apply only to employees actually displaced or LAID OFF as a direct and immediate result of the elimination of a Council represented position at the time the work is subcontracted.

8. Treatment of LAID OFF Employees

- 8.1 The following benefits are in addition to, but not duplicative of, any other benefits provided by the General Agreement or as otherwise required by law.
- 8.2 Employees LAID OFF as a direct and immediate result of subcontracting
 - 8.2.1 Shall be given as much advance notice as practicable, but in no case shall the employee be given less than two (2) weeks advance notice or pay at STRAIGHT TIME in lieu thereof. Any pay in lieu of advance notice granted under this paragraph shall be in addition to the Layoff Allowance to which the employee is eligible under Paragraph 8.2.2 below.
 - 8.2.2 Shall be paid a minimum Layoff Allowance of \$7,500. If the employee, based on TERM OF EMPLOYMENT, is entitled to a greater allowance under the provisions of Paragraph 6 above, the employee shall receive the greater allowance.

8.3 Education Assistance

For LAID OFF employees, the Laboratories will pay up to a total of \$6,500 in education and retraining costs within three (3) years from date of LAYOFF. The costs must actually be incurred and documented.

9. Essential Functions

- 9.1 Council represented employees separated due to inability to perform the essential functions of their job will be eligible for a basic termination pay benefit of two (2) weeks' pay. Additionally, the employee may receive a supplemental benefit outlined above, less the two (2) weeks' basic pay benefit, upon signing a release of claims.
- 9.2 This defines the designated benefits, which the Laboratories will provide to employees removed from roll, because of their inability to perform the essential functions of any job available at the Laboratories for which they are qualified. A Separation Allowance shall be granted based on the employee's TERM OF EMPLOYMENT on the date of Separation equivalent to the Layoff Allowance benefit as provided for in ARTICLE 42 (Layoff Notice and Allowance) Paragraph 6.
- 9.3 In addition, these employees may take advantage of any incentive program which may be in effect at the time of their removal from roll. They may also apply for other benefits which they may be entitled to based on State Law, Federal Law, or their service with the Laboratories.
- 9.4 Should an employee who has received a severance payment under this Agreement later become qualified for an available position and return to work at Sandia National Laboratories, any severance paid out in excess of their time off-roll from Sandia National Laboratories shall be paid to the Laboratories by the employee, excluding any job related training expenses such as tuition, books, fees, etc. This shall be repayable through payroll deduction at a rate of ten percent (10%) of such employees' bi-weekly wages.
- 9.5 This in no way implies that the Council agrees with the separation from roll of these employees, nor does it waive any rights of individual employees under applicable law or under the Collective Bargaining Agreement.

ARTICLE 43 – SUBCONTRACTING

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

2. When the Laboratories determines to subcontract a function or activity currently performed by Council represented employees, it will notify the Council, in writing forty-five (45) days in advance of its intent. The notice will include a description of the function or activity which the Laboratories intends to subcontract, the business reason for subcontracting the function or activity and the occupations of Council represented employees potentially affected.
3. Should the Council desire to bargain over the decision to subcontract, it shall notify the Laboratories' bargaining agent, in writing, within ten (10) working days of receiving the subcontracting notice from the Laboratories.
4. The parties will meet and bargain the effects of the decision on the Council represented employees. During bargaining, the Laboratories will give good faith consideration to any proposals by the Council to have the work performed in-house by Council represented employees. Cost, schedule, equipment, warranties and manpower available in-house will be considered.
5. If the parties fail to reach agreement within forty-five (45) days of commencing bargaining, the Council may submit the case to arbitration. The Arbitrator shall determine whether the Laboratories, in accordance with the relevant criteria in Paragraph 4 above, has expressed a sufficient business reason to justify subcontracting the work. The Laboratories may, when required by circumstances, let a subcontract before the end of the forty-five (45) day bargaining period.

If, at the end of bargaining, but in no event later than forty-five (45) days from the commencement of bargaining, the Laboratories has determined it is necessary to let the subcontract for any of the criteria listed in Paragraph 4 above, the provisions of ARTICLE 42 (Layoff Notice and Allowance) shall apply to the affected employees.

ARTICLE 44 – CONTINUITY OF OPERATIONS

1. The Council agrees that it will not institute, cause, or condone, and will take prompt and appropriate measures to prevent or discourage, any strikes, work stoppages, picket lines, slowdowns, secondary boycotts, or disturbances, even of a temporary nature, and the Laboratories agrees that there will be no lockouts. The Council guarantees to support the Laboratories fully in maintaining operations in every way. Participation by any Laboratories employee or employees, in any act violating this provision in any way, will be complete and immediate cause for disciplinary action including discharge by the Laboratories.
2. If it is contended that the disciplined employee did not violate this ARTICLE, the Council may, within ten (10) working days after the employee is disciplined, contest the discipline by filing a grievance initially at the third step of ARTICLE 10 (Grievance Procedure). The grievance shall also be subject to arbitration.

ARTICLE 45 – SUPERVISORS AND NONREPRESENTED EMPLOYEES PERFORMING WORK NORMALLY ASSIGNED TO REPRESENTED EMPLOYEES (Also See EXHIBIT B)

1. The Laboratories is in complete accord with the principle that supervisors and other employees not represented by the Council shall not as a regular procedure do work which has normally been assigned to employees represented by the Council. The Council on the other hand, recognizes that the nature of the Laboratories' operations, and their importance to the Energy Program, require some degree of flexibility in the assignment of personnel in order to meet emergencies, provide for the training of employees, and permit appropriate use to be made of all skills and abilities to meet operational needs.
2. The Council has been informed that it is our policy and, in fact, our obligation that work defined in ARTICLE 1 and Appendix A, shall normally be assigned to the appropriate Metal Trades Council represented employee.
3. It is agreed that the Council may process claims that the Laboratories has departed from the principles stated in this ARTICLE by filing grievances initially at Step 3 and, if necessary, proceeding to arbitration. If such a claim goes to arbitration, the question for the Arbitrator shall be whether the Laboratories has acted arbitrarily or capriciously, or without proper regard for the principles stated in this ARTICLE.

ARTICLE 46 – ENVIRONMENT, SAFETY AND HEALTH

1. The Laboratories and the Council recognize the importance of maintaining a safe and healthful working environment and will continue to cooperate towards the objective of reducing health and safety hazards to as low as reasonably achievable and to encourage employees to follow the procedures stated herein in reaching these objectives. In working towards this end, the Laboratories and the Council are engaged in the application of Behavior Based Safety (BBS) and Engineered Safety to include work planning and control.
2. The Laboratories shall comply with all applicable Local, State, Federal Laws, and DOE Orders. The Laboratories will furnish to each employee a workplace free from recognized hazards likely to cause death or serious physical harm. The Laboratories will also provide professional Environment, Safety, and Health staff and services to help line organizations assure the protection of the health and safety of personnel, property, and the environment.
 - 2.1 No employee shall be discharged, disciplined or suffer reprisal for utilizing these services or seeking medical help. This provision does not preclude disciplinary action according to the provisions of ARTICLE 40 (Suspensions and Termination of Employment Relieved, Dropped, or Discharged).

3. Metal Trades Council employees will be subject to alcohol, drug, and tobacco testing procedures administered in accordance with applicable federal rules, regulations and laws. Sandia National Laboratories offers employees no cost tobacco-cessation programs, including counseling, coaching, and free medication.
4. It is agreed that by entering into the obligations contained in this ARTICLE and in this Collective Bargaining Agreement, neither the Council nor any of its individual representatives, while serving on Joint Safety and Health Committees, assumes any additional liability, other than what are encountered in the performance of assigned work activities, and disclaims any liability on any matter involving employee safety and health concerns or job-incurred injuries.
5. The Company will recognize an ES&H Committee consisting of three (3) Laboratories representatives and three (3) Council representatives or alternates, providing the Council notifies the Laboratories in advance. The Laboratories may invite participants for a specific purpose, providing it notifies the Council in advance. This committee will act as an advisory committee to promote and assist the Laboratories in maintaining a safe and healthy place to work. This committee will bring to the attention of management any unsafe or unhealthy conditions or environmental concerns, and participate in issue resolution. The ES&H Committee will meet on an as needed basis, but in any event, not less than bi-annually.
 - 5.1 The purpose of the Committee shall be to meet and survey, analyze, and make recommendations to resolve any ES&H concern of a general nature, specific concerns not resolved in a timely manner by line organizations, and special concerns of the bargaining units.
 - 5.2 The Committee shall review and analyze summary reports such as: accident/injury data, radiation and exposure data, and occupational illness reports, make recommendations for resolution of issues, make recommendations of a general nature for the ES&H program, and bring to the attention of the responsible organization specific health and safety concerns of Council employees.
 - 5.3 Time spent in attendance at the ES&H Committee by the three (3) Council representatives shall be paid in accordance with Article 6, paragraph 2.4, Treatment of Employees Performing Council Duties.
6. Area Safety Committees (ASC's) may be established at the discretion of the Center Director. The purpose of these committees is to raise awareness and promote safety within work groups. Each committee will establish specific objectives, goals, and guidelines for operation based on the needs of their organization. Membership should include:
 - A member from each work group will be jointly selected by the President of the Council or a designee and the Center Director or a designee from a list of volunteers. Members will serve a staggered term of one (1) or two (2) years.
 - Management representative(s)

- The Center ES&H Coordinator
 - ES&H Support Team members may attend as needed to provide guidance and support
 - Council ES&H Representative
7. The Laboratories will provide Safety Data Sheets (SDS) to employees as required by law. Training on the use of SDS and any additional training required to assure safety will be provided as determined by management as described in the ES&H Manual.

8. Safety Equipment

The Laboratories agrees to provide personal protective equipment and devices, where required, as determined by the appropriate Division ES&H teams, work plans, Primary Hazards Screenings (PHS) and documents, Policies and as defined in the ES&H Manual. This equipment will be provided without cost to the employee.

8.1 Eye Protection

All eye protection must comply with American National Standards Institute (ANSI) Z87.1-2003. Nonprescription safety glasses and goggles will be provided when activities and conditions present hazards that would be mitigated by their use. Supervision shall require prescription safety glasses for personnel needing vision correction when alternatives, such as goggles over corrective glasses, are not sufficient. To obtain or replace Sandia National Laboratories funded prescription safety glasses employees will consult with their supervision and receive written approval before obtaining safety glasses from the Laboratories' prescription safety glasses contract and shall not normally exceed one (1) pair of safety glasses per year.

8.2 Protective Footwear

Protective footwear will be used when working in areas where the Laboratories has determined that there is a danger of foot injuries due to falling or rolling objects, or objects piercing the sole, and where feet are exposed to other hazards. All footwear must meet the applicable ASTM standard for the type of footwear required in the employee's work area and the type of work being performed. Sandia will fund up to \$200.00 per pair and each employee is allowed up to two (2) pairs of safety shoes annually. Replacement of Sandia purchased safety shoes, shall be authorized by the employee's immediate supervisor as needed. Supervisor's approval for safety shoes replacement will be made in an unbiased and non-discriminatory manner. For special requirement shoes, Sandia may approve expenditure over the above amount.

9. Medical Surveillance

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

10. Worker Protection

It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthful. An employee who believes that employees are being required to work under such conditions shall have the right to notify a supervisor of such conditions without fear of reprisal; the supervisor shall investigate immediately. If the concern is not resolved at the Manager level, the employee should follow the ES&H concerns process as described in the ES&H Manual.

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

ARTICLE 47 – POLYGRAPH TEST

1. This document records our understanding regarding the treatment of Council represented employees whose jobs require special security access for which a polygraph is required by the Department of Energy (such as the Human Reliability Program [HRP]) when their special access is revoked, renewal is denied, or if they refuse to participate in the polygraph testing requirement.
2. Candidates for a special access position that decline or are denied special access will no longer be considered eligible for the position.
3. A current participant whose special access is revoked or renewal denied will be immediately removed from this position and assigned non-special access duties for thirty (30) calendar days. During this time the employee and the employee's management will attempt to place the employee in a vacancy at the same or lower grade. If no vacancy is available at the end of thirty (30) days, the employee will be placed on departmental leave without pay for thirty (30) calendar days while seeking another assignment. If the employee is unable to find another assignment by the end of this thirty (30) day period, the employee will be placed on Leave of Absence without pay or benefits for twenty-four (24) months while seeking another assignment.

ARTICLE 48 – OCCUPATIONAL RADIATION EXPOSURE INFORMATION

1. Information entered in an employee’s occupational radiation exposure record shall be made available to the employee or the employee’s representative upon request. The Laboratories shall have fifteen (15) working days to provide such information. If the Laboratories cannot provide access to the records within the fifteen (15) working days, the Laboratories shall within fifteen (15) working days apprise the employee or designated representative requesting the records of the reason of the delay and the earliest date when the records can be made available.
2. Each employee who has a dosimeter shall be informed as soon as the records are available after the close of the calendar year of total effective dose equivalent for the preceding calendar year.
3. An employee shall be notified immediately of the employee’s recorded radiation exposure, following the determination by any technique acceptable to the DOE that said employee has received a recorded accumulated radiation exposure exceeding any regulatory limits.
4. Each employee for whom radiation exposure records are maintained shall be provided, upon request and as soon as practicable, but no later than ninety (90) calendar days following the date of the request, a written summary of cumulative recorded occupational radiation exposure received during the period of employment.

ARTICLE 49 – AGENCY SHOP

1. Each employee who, on or after the thirty-first (31st) day following the beginning of the employee’s employment, is, or thereafter becomes, a member of the Council in good standing shall, as a condition of employment with the Laboratories, pay or tender to the Council amounts equal to the periodic dues uniformly required as a condition of acquiring or retaining Council membership until termination of this Agreement.
2. Each employee who is not a member of the Council shall, as a condition of employment with the Laboratories, pay or tender to the Council amounts equal to an agency fee determined by the appropriate affiliated Union of the Council and by the Council in a manner required by law, for the period thirty-one (31) calendar days from the beginning of the employee’s employment or entrance into the bargaining unit, whichever is the later, until termination of this Agreement.
3. The conditions of employment with the Laboratories specified above shall not apply during periods of formal separation from the bargaining unit by any such employee but shall reapply to such employee on the thirty-first (31st) day following return to the bargaining unit. Formal separation shall include removal from the payroll of the Laboratories, transfers out of the bargaining unit, and Leaves of Absence of more than one (1) month.

ARTICLE 50 – PAYROLL DEDUCTION OF COUNCIL DUES/FEEES

1. The Laboratories will deduct a stated amount equivalent to the regular monthly dues or agency fee established by the employee’s affiliated Union of the Council from the pay of an employee and transmit the same to the Council upon receipt of an authorization for such deductions signed by the individual employee on the Laboratories’ Payroll Deduction Authorization Card subject to the following provisions:
 - 1.1 The amount of monthly dues or agency fees of a Union affiliated with the Council will be certified to the Laboratories in writing annually by the Secretary-Treasurer of the Council. The amount so certified shall be uniform for all members or for all represented employees who are not members of each Union affiliated with the Council. The same procedure will be applied with the affiliated unions that have multiple dues structures. A certification from the Secretary-Treasurer of the Council which changes the amount of regular dues, or of agency fees of a Union affiliated with the Council, shall become effective the first (1st) day of the calendar month following a period of fifteen (15) calendar days from the date the Laboratories receives such certification.
2. Within two (2) calendar weeks following the payday on which the deduction has been made, the Laboratories shall deliver to the Council’s Secretary-Treasurer a check for the amount due drawn in favor of the Council and a list of the names of employees from whose pay:
 - Regular deductions have been made and the amounts
 - No deduction has been made because of cancellation of authorization
 - No deduction has been made because of revocation of authorization
3. An authorization by an employee for deduction of dues or of agency fees shall be canceled automatically, whenever such employee is transferred out of the bargaining unit, is removed from the payroll of the Laboratories, or goes on a Leave of Absence of more than thirty (30) calendar days.

Such employee’s deduction authorization shall be automatically reinstated upon return to the bargaining unit following a period of separation because of temporary transfer out of the bargaining unit or a Leave of Absence of more than thirty (30) calendar days.
4. An authorization by an employee for deduction of dues or of agency fees may be revoked by such employee in writing.


ARTICLE 51 – ABROGATION OF AGREEMENT ARTICLES

1. This Agreement expresses the entire understanding of the Laboratories and the Council and no amendments shall be valid except when mutually agreed upon and committed to writing and signed by the Laboratories and the Council.
2. Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

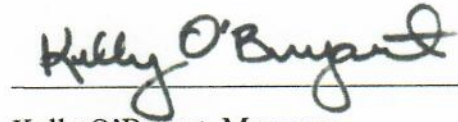
ARTICLE 52 – DURATION

This Agreement shall become effective September 30, 2023, and, when effective, shall continue in full force and effect until 11:59 p.m., September 22, 2026, and from year to year thereafter unless written notice to terminate or modify this Agreement is given by either party to the other at least sixty (60) calendar days prior to September 22, 2026, or at least sixty (60) calendar days prior to the end of any subsequent annual period.

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



Kelley Allen, President
Metal Trades Council



Kelly O'Bryant, Manager
Employee & Labor Relations

APPENDIX A

Job Title	Occupation Number	Grade
ASSEMBLER*	6404	
Explosives Devices*	6404A6	6
Mechanical*	6404A7	7
PC and Electro/Mechanical Development*	6404B6	6
BINDERY OPERATOR*	7333	
Hand*	7333A3	3
Lead*	7333A7	7
Machine*	7333A5	5
CHAUFFEUR*	6701	
General*	6701A5	5
CLEANER	7024	
Auto Equipment	7024A3	3
Development Shops*	7024A2	2
Equipment	7024A4	4
Equipment Rooms*	7024C3	3
Remote Areas	7024B3	3
Precision Clean Room Worker*	7024A4	8
CONTROL COORDINATOR*	7002	
Equipment Pool*	7002A8	8
CUSTODIAN	7205	
General	7205A1	1
Lead	7205B4	4
Lead	7205A5	5
Floor Care	7205A2	3
Special Access Area	7205B2	2
Utility*	7205A4	4
DISMANTLER*	7068	
Flame Cutter/Utility Operator*	7068A5	5
Reclamation*	7068A6	6
GARDENER	7255	
General	7255A6	6
Laborer/Lead	7255A7	7
HELPER*	7191	
Bindery Reproduction*	7191A1	1
Electronic Technician*	7191D4	4
Fabrication Support Technician*	7191A4	4
Machine Repair*	7191A6	6
Maintenance Support Technician*	7191B4	4
Specialty Technician*	7191E4	4
Specialty Support Technician*	7191C4	4
INSPECTOR*	6603	
Excess Property*	6603A8	8

Job Title	Occupation Number	Grade
LABORER	7251	
Heavy*	7251A3	3
Lead*	7251A7	7
Remote Areas Lead*	7251B7	7
Vehicle Operator	7251A4	4
LAYOUT OPERATOR	6075	
Packing	6075A7	7
Raw Stock*	6075A8	8
Receiving	6075A6	6
Salvage Yard	6075B7	7
Test Support*	6075B8	8
LIMITED TERM TRADES TRAINEE	R08407	
MATERIAL COORDINATOR*	6169	
Development Shops*	6169A7	8
MATERIAL HANDLER*	7021	
General*	7021A4	4
Just-in-Time*	7021B4	4
METAL STOCK HANDLER*	7032	
Cutter*	7032A4	4
Cutter and Burner*	7032A7	7
NEUTRON GENERATOR PRODUCTION	6650	
Material Coordinator	6650A7	8
Specialist*	6650A8	8
OILER*	6804	
General*	6804A6	6
PACKER*	7022	
General*	7022A6	6
PRESS OPERATOR	7318	
Offset	7318A7	7
Printing*	7318A6	6
Utility*	7318A8	8
RECEIVING CLERK	7020	
Development Shops	7020A7	8
Just-in-Time*	7020B5	5
Receiving	7020A5	5
REPRODUCTION EQUIPMENT OPERATOR	7320	
Diazo*	7320A4	4
Lead*	7320A7	7
Duplicating	7320A5	5
RIGGER*	7005	
Crane Operator*	7005A7	7
SERVICE MECHANIC	6811	
Maintenance Support*	6811C7	7
Mechanical*	6811A7	7
Structural	6811B7	7
SERVICE WORKER	6812	
Fire Extinguisher	6812A6	8
Lighting Fixtures	6812A7	8

Job Title	Occupation Number	Grade
SIP MEST	R08404	
SPECIAL HANDLER	7001	
Explosives	7001A8	8
Nuclear Materials*	7001B8	8
SPECIALTY WORKER*	6181	
Electronic Technician*	6181E8	8
Explosives Devices*	6181A7	7
Fabrication Support Technician*	6181B8	8
Machine Repair*	6181A8	8
Maintenance Support Technician*	6181C8	8
Power Sources*	6181B7	7
Specialty Technician*	6181F8	8
Specialty Support Technician*	6181D8	8
STOCKKEEPER	7053	
General*	7053A5	5
Instruments*	7053C6	6
Lead Redistribution and Marketing*	7053B6	6
Reclamation	7053D6	6
Redistribution and Marketing	7053C5	5
Storage*	7053B5	5
Storage and Stores*	7053A6	6
STOCK SELECTOR*	7051	
General*	7051A3	3
Just-in-Time*	7051A2	2
STUDENT LABORER SUMMER	R08403	
TESTER*	6491	
Electronic Components*	6491A7	7
TOOLKEEPER*	7225	
Development Shops*	7225A5	5
Lead*	7225A7	7
TRUCK DRIVER	6776	
General*	6776A7	7
Heavy	6776A6	6
Lead	6776A8	8
Utility	6776A5	5
UTILITY OPERATOR	7054	
Hazardous Material*	7054A6	6
Plant Engineering Warehouse	7054A7	7
WORKER	6406	
Electronic Technician*	6406D6	6
Fabrication Support Technician*	6406A6	6
Maintenance Support Technician	6406B6	7
Specialty Technician*	6406E6	6
Specialty Support Technician*	6406C6	6

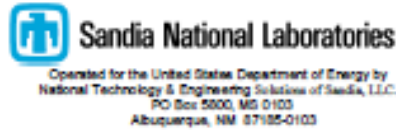
* Indicates unpopulated jobs.

Job Title	Occupation Number	Trade
<u>ELECTRONIC MANUFACTURING & INSPECTION GROUP TRADES</u> Electronic Fabrication Trades Repair and Calibrating Trades Inductor Fabrication Trades		T1
<u>ELECTRICAL GROUP TRADES</u> Electrical Trades		T1
<u>LOCKSMITH GROUP TRADES</u> Locksmith Trades		T1
<u>MACHINING TRADES SUPPORT GROUP TRADES</u> Precision Grinder Trades Precision Metals Trades Precision Welder Trades Machine Repair Trades Mechanical Fabricator Trades Explosives Devices Fabricator Trades Heat Treat Trades		T1
<u>MACHINIST GROUP TRADES</u> Machinist Trades		T1
<u>MATERIALS PROCESSING SPECIALTY GROUP TRADES</u> Glass Trades Active Ceramics Trades Photo Fabrication Trades Advanced Prototyping Trades Organic Materials Trades Inspection and Testing Trades Lab Maintenance Trades Neutron Generator Electromechanical Trades		T1
<u>MECHANICAL GROUP TRADES</u> Mechanical Trades Boiler Operator Trades		T1
<u>MECHANICAL MEASUREMENTS GROUP TRADES</u> Mechanical Measurements Trades		T1
<u>MOTOR POOL MECHANIC GROUP TRADES</u> Motor Pool Mechanic Trades		T1
<u>STRUCTURAL GROUP TRADES</u> Structural Trades		T1
<u>HEAVY EQUIPMENT OPERATOR GROUP TRADES</u> Heavy Equipment Operator Trades		T2
<u>MECHANICAL SYSTEMS INSULATOR GROUP TRADES</u> Insulation Trades		T2
<u>PAINTER GROUP TRADES</u> Painter Trades		T2

Job Title	Occupation Number	Trade
<u>SPECIAL MATERIAL HANDLER GROUP TRADES</u> Special Material Handler Trades		T2
<u>APPRENTICE ELECTRONICS TRADESMAN</u>	6041	
<u>APPRENTICE MACHINIST TRADESMAN</u>	6040	
<u>APPRENTICE MECHANICAL MEASUREMENTS TRADESMAN</u>	6043	
<u>APPRENTICE MATERIALS PROCESSING SPECIALTY TRADESMAN</u>	6042	
<u>APPRENTICE ELECTRICAL TRADESMAN*</u>	6045	
<u>APPRENTICE MECHANICAL TRADESMAN*</u>	6046	
<u>APPRENTICE STRUCTURAL TRADESMAN*</u>	6047	

*** Indicates unpopulated jobs.**

EXHIBIT A



Date: April 12, 2023

To: Ben Heuring, Metal Trades International

From: Kelly O'Bryant, Manager, Employee & Labor Relations

Subject: Memorandum of Agreement, Construction Services

This letter is intended to document an agreement between Sandia National Laboratories (Sandia), and the Atomic Projects and Production Workers, Metal Trades Council AFL-CIO (Council) regarding the inclusion of Construction Services within the Council and current collective bargaining agreement (CBA) effective March 4, 2021.

Sandia and the Council agree to augment Sandia's current process of subcontracting construction activities by performing some construction activities of a lower to medium complexity in-house with Council members. This is not a change to Article 43 of the current CBA and will not require Sandia to give notice to the Council when Sandia determines to subcontract a construction function or activity in the future. In addition, Sandia and the Council recognize Sandia's ability to flex the Council workforce between Maintenance, Production, and Construction activities in response to the ebbs and flows of work as determined by management.

We are in agreement that the following new created job descriptions/classifications will support the Construction Services organization and will be added to the APPENDIX A and slotted into the following classifications and pay categories of the CBA:

- Construction Helper – Grade 6 – Job Rate 24.20
- Paint and Plaster Construction Worker – Trades 2 – Job Rate 34.15
- Carpenter & Drywall Finisher – Trades 2 – Job Rate 34.15
- Electrician – Trades 1 – Job Rate 36.00
- Construction Pipefitter & Mechanical Worker – Trade 1 – Job Rate 36.00

Realizing that Devis Bacon (DB) rates fluctuate dependent with work activity, we would like to clarify how we manage the variable rates in union with our CBA. In cases where the DB rate is higher than the CBA we will pay the DB rate; likewise when the CBA rate is higher than the DB rate we will pay the CBA rate ensuring the member is whole and compliant with both requirements.

As we have discussed in the past, supplemental compensation required to meet DBA fringe rates has been paid into the member's 401K. However, in mid-May 2023, Sandia will switch that payment into a direct cash payment on their payroll check. In addition, because of the way the 401K deposits needed to be administered, fringe was calculated on a straight 40 hours a week. With this change, Sandia will also be switching to using actual hours worked instead of straight 40 hours a week. This will result in members being credited for any overtime hours worked.

Sandia will hire consistent with current practices, with the exception that for this initial hiring phase (until the end of the current CBA), Sandia may post internal and external simultaneously, giving interview priority to qualified internal candidates.

As agreed to by both parties, all applicable wages, hours and working conditions of the current CBA will apply to all new hires.

Kelly O'Bryant
Manager, Employee & Labor Relations

Ben Heuring
Metal Trades International

3 Job Descriptions Attached

EXHIBIT B



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

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

date: March 4, 2021

to: SNL-MGR-ALL

A handwritten signature in black ink, appearing to read "John W. Myers", written over a horizontal line.

from: John W. Myers, Senior Director, Human Resources and Communication

subject: Management Responsibilities Related to Sandia's Collective Bargaining Agreement with the Metal Trades Council (MTC)

Our long-standing relationship with the MTC was established in the early 1950's and continues today. The MTC is the exclusive representative of all hourly rated production and maintenance employees as described in part in Article 1 – Recognition of our Collective Bargaining Agreement (CBA).

During past contract negotiations, MTC expressed concerns regarding work normally, historically, and appropriately belonging to the bargaining unit being given to and performed by non-bargaining unit employees and/or subcontractors. This perception has a negative impact on our relationship with the union. It is my expectation that we, as leaders and managers of the Laboratories, will abide by the CBA. While it is within the purview of Laboratories' management both to configure the scope and content of work assignments, and to make organizational changes as required to effectively and efficiently meet business objectives, the Laboratories has a legal and ethical obligation to respect and enforce the MTC's role as the exclusive representative of segments of our workforce. As a reminder, Article 45 – Supervisors and Non-Represented Employees Performing Work Normally Assigned to Represented Employees states in part:

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

Finally, as Laboratories' management, it is an expectation that all of us act with integrity in all business interactions, which includes being knowledgeable of and respecting our legal obligation to abide by the terms and conditions of the collective bargaining agreement which can be located on [HR Solutions](#) site. I advise management to contact the appropriate [Labor Relations Specialist](#) when in doubt about managing within the terms of the agreement and in need of contract interpretation or an explanation of past practice.

Copy to:
Attachment to MTC Agreement effective March 4, 2021

Exceptional Service in the National Interest