

COLLECTIVE BARGAINING CONTRACT

between

BROOKHAVEN SCIENCE ASSOCIATES  
BROOKHAVEN NATIONAL LABORATORY

and

UNITED STEEL WORKERS  
AFL — CIO and Local No. 1-431

THIS CONTRACT is made  
and entered into as of October 1, 1999

between

BROOKHAVEN SCIENCE ASSOCIATES  
Brookhaven National Laboratory  
Upton, New York

its successors and assigns  
hereinafter called "the Laboratory"

and

UNITED STEEL WORKERS

*formerly*

Paper, Allied- Industrial Chemical  
and Energy Workers International

jointly, hereinafter called "the Union"



## ARTICLE I

### RECOGNITION: UNION SECURITY

**1.01 Union Recognition:** The Laboratory recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with regard to rates of pay, wages, hours, and other conditions of employment, for all employees (hereinafter called "Employees") included in the Certification dated August 30, 1956, Case No. 2-RC-8390 (as extended by the letter agreements dated September 9, 1958 and April 1, 1962), and the Certification dated October 8, 1958, Case No. 2-RC-9563, of the National Labor Relations Board.

**1.02 Laboratory Recognition:** Except as otherwise expressly provided in this contract, the Union recognizes that the operation of the Laboratory's facilities and the direction of its working forces, including the right to hire, suspend or discharge for good and sufficient cause and the right to lay off employees because of lack of work, are among the sole prerogatives of the Laboratory.

**1.03 Union Security:** Except as otherwise expressly limited by law, all Employees in the Nuclear Reactor Operator classifications who were members of the Union on November 30, 1958 and all other Employees who were members of the Union on December 30, 1958 shall thereafter maintain membership in the Union as a condition of employment, and all new Employees shall thirty (30) days following employment, become members of the Union as a condition of employment.

**1.04 Checkoff of Union Dues:** The Laboratory shall deduct from the pay of each Employee who is a member of the Union and who has authorized such deduction, Union dues in an amount as certified from time to time by the Union.

Such individual authorizations shall be in writing on a form provided by the Laboratory for the purpose and shall be revocable by written notice of revocation submitted to the Laboratory.

All money so deducted by the Laboratory shall be transmitted to the person designated in writing by the President of

Local No. 1-431 to receive such money within fifteen (15) days from the date on which such deductions are made.

The Union shall indemnify and save the Laboratory harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken in good faith by the Laboratory for the purpose of complying with any of the provisions of this section.

**1.05 Anti-Discrimination:** There shall be no discrimination, coercion, interference or restraint by the Laboratory against any Employee because of membership or nonmembership in the Union and the Union agrees that there shall be no discrimination, interference or coercion against any employee of the Laboratory due to membership or nonmembership in the Union.

The provisions of this contract shall apply to all Employees covered by the Contract without discrimination in regard to race, color, sex, age, handicap, or national origin.

The parties hereby agree to comply with all applicable federal laws and executive orders pertaining to nondiscrimination and equal opportunity in employment, including all orders issued by the Office of Federal Contract Compliance. The parties recognize the legal requirement that the Laboratory, as a federal government contractor, have an affirmative action program which includes as its goals and objectives the recruitment, employment, training and upgrading of minority, handicapped, and female employees.

## **ARTICLE II**

### **SENIORITY**

**2.01 Seniority:** "Seniority" as used herein shall mean the length of continuous service of an Employee in all of the job classifications that fall within one of the following job groups:

#### **Group I**

Nuclear Reactor Operator classifications

#### **Group II**

Radioactive Materials Technician classifications

#### **Group III**

Hazardous Waste Management Operations

The seniority of any Employee shall not be adversely affected by:

(a) Leave of absence for active training duty for service in the Armed Forces Reserves of the United States.

(b) Authorized absence not including Leave of Absence (except as in (a) above).

(c) Unauthorized absence not in excess of five (5) days; or leave of absence without pay granted upon written presentation of a reason acceptable to the Laboratory (including leaves for Union business), and not for the purpose of taking other employment, for an initial period of not exceeding thirty (30) days upon written request acceptable to the Laboratory and received prior to the end of the initial leave.

(d) Being laid off for lack of work if an Employee is reinstated in active employment within a period of fifty-two (52) weeks, or, if reemployed after fifty-two (52) weeks or more following such layoff, such reemployment has been followed by continuous service of more than three (3) years.

Under any of the circumstances stated in (c) and (d) above, the time during which an Employee was absent on leave or laid off shall not be counted as part of an Employee's continuous service, but the time during which an Employee was absent under circumstances stated in (a) or (b) above shall be counted as part of an Employee's continuous service for the purpose of computing seniority.

If an Employee is hereafter promoted to a supervisor and then within six (6) months thereafter demoted to a job classification subject to this contract, an Employee's seniority shall include such service as supervisor.

Notwithstanding the foregoing provisions, each present Employee shall have as of the date of this contract, the seniority set opposite the Employee's name on the Seniority Schedule attached hereto and made apart hereof.

**2.02 New Employees:** All Employees of Group I shall undergo a probationary period of not more than twelve (12) months during which their retention by the Laboratory shall be entirely within the discretion of the Laboratory and they

shall have no seniority. Employees of Group II shall undergo a probationary period of six (6) months. At the end of the probationary period the Employees shall have seniority dating from their date of original hiring within job classifications and within job groups subject to this contract. Employees classified as Nuclear Reactor Operator Trainees will not be used to replace or displace qualified operators as members of operating crews.

**2.03 Applications:** The application of seniority shall be made as follows:

**(a) Terminations:** In the event of layoff, Employees shall be laid off in accordance with seniority, within each job group, those Employees with the least amount of seniority being laid off first. If a layoff results from the shutdown of a reactor, senior Employees at that reactor will be given an opportunity to train and qualify on a remaining reactor in order that the layoff may be in accordance with seniority within the job group irrespective of the reactor to which an Employee has been assigned.

**(b) Rehiring:** In the event of rehiring within any job group subject to this contract, the Employee who was last laid off in such job groups shall be the first to be recalled, provided the Employee is duly qualified and able to perform the work involved and provided further such rehiring occurs within fifty-two (52) weeks after such layoff. Each Employee being recalled to work after layoff shall be notified by registered mail, return receipt requested, sent to the most recent address recorded in the Laboratory's files. If the Laboratory does not receive a reply within seven (7) days from the date of mailing, and if the Employee does not report to work within fifteen (15) days from said date of mailing (or if a later date was designated by the Laboratory, then on such later date), the Employee will be considered to have forfeited all rehiring rights, except that if such Employee shall, within thirty (30) days following receipt of such notice, give to the Laboratory a good and sufficient reason for such failure to reply and/or report, the Employee's rehiring rights shall be reestablished with respect to any such rehiring occurring thereafter.

**(c) Job Opening Preference:** If there is no Employee on layoff status within the job group in which an opening

exists, a laid off Employee within another job group will be given preference for rehiring in such job group subject to this contract, provided:

1. The Employee has been in a layoff status for not more than fifty-two (52) weeks; and
2. the laid off Employee makes application for such job; and
3. such laid off Employee is qualified to fill the classification in which the opening exists.

The qualification for each job classification shall be uniformly applied to all applicants.

Such laid off Employee accepting a job opening in a job group other than the one in which the Employee was previously employed shall, by accepting the new job, relinquish all other seniority.

**(d) Promotion:** Employees demonstrating satisfactory performance will receive progression increases as provided in the Appendix.

Satisfactory performance for Employees in Job Group I will include but not be limited to passing a qualifying examination to be given no later than twelve (12) months from the date of employment and an advanced examination to be given no later than eighteen (18) months after passing the first qualifying examination.

If an Employee in Job Group I does not pass the qualifying examination, a second opportunity will be given no later than six (6) months from the date of first examination failure. If the Employee fails the qualifying examination for the second time, the Employee shall be terminated, or at the option of the Laboratory, transferred.

In the event an Employee in Job Group I fails the advanced examination, the Employee shall be entitled to reexamination from time to time but not more frequently than once every six (6) months.

Examinations and reexaminations may, but need not be, entirely in writing. They shall be fairly administered and judged. At the request of any Employee being examined,



another Employee (Union member) who is a qualified "A" Operator, shall be present (without added expense to the Laboratory) during all or any part of any examination or reexamination.

**(e) Job Assignment:** The Laboratory shall determine the size and composition of the work force at each reactor, and the size and composition of crews, and shall make job assignments of individual Employees as required.

Job assignments for all Employees in Job Group I will be reviewed by the Laboratory periodically. When such periodic reviews are conducted, Employees will be given an opportunity to request shift or nonshift work. The Laboratory may, at its option, consider such requests in making assignments to the work forces at the various reactors; however, within the work force assigned to a given reactor following such periodic reviews, all Employees (with exception of Trainees) shall be given their preference, in order of seniority, for shift or nonshift assignment at that reactor.

When operational requirements (including development and maintenance of an Employee's proficiency) dictate, the Laboratory may require an Employee to change to shift or nonshift assignment. In such cases, it is understood that any other Employee displaced by such assignment will be selected on the basis of choice by seniority at the reactor to which that Employee is assigned.

For the purpose of developing the proficiency of existing Employees, the Laboratory may displace senior operators from the shift or nonshift assignment of their selection provided that no senior operator shall suffer displacement for this purpose of more than four (4) months in the aggregate.

The Laboratory reserves the right, based on operating needs, to make temporary transfers of Employees between reactors. Such temporary transfers are specifically excepted from the seniority provisions of this article.

**(f) Familiarization Training:** Training, on jobs presently within Job Group I at the HFBR and BMRR, for other than work assignments will be conducted as deemed necessary by the Laboratory and will be offered in order of seniority.

## ARTICLE III GRIEVANCES

**3.01 Grievance Procedure:** Any grievance, dispute or difference arising between an Employee and the Laboratory shall be resolved in the following manner:

**Step One:** The Employee involved and/or the Union Steward representing the Employee shall take the matter up with such Employee's immediate supervisor, stating that a grievance exists for determination under this Article, within forty-eight (48) hours after knowledge of the source of grievance. Within forty-eight (48) hours thereafter the supervisor shall render his decision.

**Step Two:** If a satisfactory settlement is not reached in Step One the grievance shall be reduced to writing and filed in the office of a Division Head within seven (7) days following the decision of the supervisor. The Division Head or the designee shall meet as promptly as is reasonably practical with the Union President (or the President's designee) and attempts to resolve the grievance within seven (7) days from the receipt of the grievance.

**Step Three:** If a satisfactory settlement is not reached within the time specified in Step Two, a written statement of the grievance shall be filed within seven (7) days thereafter in the office of the Manager, Human Resources. As promptly thereafter as is reasonably practical, a committee consisting of not more than three (3) representatives of the Union and not more than three (3) representatives of the Laboratory shall meet and attempt to settle the grievance within ten (10) days.

**Step Four:** Any arbitrable grievance which is not settled in Step Three may be submitted for arbitration to the American Arbitration Association, provided that either party so requests within ten (10) days after receipt of a final answer or the expiration of the time allotted for the next preceding step. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall not have the authority to add to, disregard or modify any express provision of this contract, to make an award which is in conflict with any security regulation of the Laboratory or binding upon

it, or to order back pay for any period prior to the date upon which the grievance was originally submitted to the Laboratory. The term “arbitrable grievance” means a grievance which involves (1) a violation or interpretation of an express provision of this contract or (2) an inconsistent application of Laboratory Policy applicable to the Employee in accordance with Section 6.01 — Laboratory Policy. It does not include the withholding or granting of any wage adjustments or any question of interpretation of Laboratory Policy.

Grievances with respect to interpretation or application of the contract, including but not limited to seniority, promotion, layoff, rehiring, discharge or discipline of an Employee, shall be initiated at Step Two of the grievance procedure within ten (10) days of the occurrence or event which is the cause for grievance.

**3.02 Exhaustion of Remedy:** Neither the Laboratory nor the Union, nor any Employee shall resort to action before any court of law or governmental agency in the settlement of any dispute or grievance arising under this contract and subject to grievance and arbitration proceeding under this contract, or to recover damages resulting therefrom until after the exhaustion of the provisions of this Article III.

**3.03 Meetings:** Grievance meetings, collective bargaining meetings, and other periodic meetings held for purposes of labor-management communications shall be at no loss in pay for Employees required to attend during their regularly scheduled workday.

**3rd Step Grievances and Formally Scheduled Meetings** (except negotiations): Time spent in such meetings by Employees required to attend during nonscheduled time will be treated as hours worked, excluding travel-time pay.

**Negotiations:** When any Employee on the Union Negotiating Committee (of not more than five (5) Employees) attends a collective bargaining session (including approved caucuses) on a calendar day on which the Employee is scheduled to work, the Employee will normally be excused from scheduled work at no loss in pay and with no charge to vacation credit.

When it is necessary to require Employees to work their scheduled hours in addition to time spent in collective bargaining, time spent in such negotiations (including approved caucuses) will be treated at eight (8) hours worked for the purpose of computing overtime. Time spent in collective bargaining sessions on an Employee's nonscheduled days shall be at no cost to the Laboratory.

**Arbitrations:** Time spent by Employees in arbitration hearings will be charged to vacation or LWOP, when such hearings are held during scheduled work periods.

The Union will notify the Manager, Human Resources, of names of the Employees who are authorized to represent the Union at grievances and/ or negotiation sessions.

## **ARTICLE IV**

### **HOURS OF WORK**

**4.01 Master Work Schedules:** The repetitive sequence of workdays and days off to be followed by the Employees in Job Group I assigned to the operating crews at a reactor operated on a continuous basis is that Master Work Schedule referred to as the duPont Schedule.

Employees in Job Group I assigned to a reactor operated on an interrupted basis shall follow such other Master Work Schedule as shall be determined by the Laboratory.

Because of the varied operating requirements of the reactors, the Laboratory reserves the right to revise any Master Work Schedule at any time and from time to time. It is agreed that the Union will be informed of any proposed adoption of a revised Master Work Schedule. The Union shall have the right to recommend changes, and such recommendations will be reasonably considered by the Laboratory.

When any Master Work Schedule is revised, the Employees affected shall be given such reasonable notice as circumstances permit. Two (2) weeks posted notice shall, under normal circumstances, be deemed reasonable.

The assignment and changes of assignment of Employees within the Master Work Schedules shall be fairly exercised.

**4.02 Clean-up/Shift Change Period:** For Employees on rotating shifts there shall be a clean-up/shift change period of fifteen (15) minutes with pay immediately preceding, and a clean-up/shift change period of fifteen (15) minutes with pay immediately following, each regularly assigned shift.

**4.03 Assignment of Overtime:** Whenever a vacancy exists on a rotating shift due to the absence of an Employee on less than thirty-six (36) hours notice to the Laboratory and the Laboratory requires that another Employee fill this vacancy on overtime, the overtime assignment will first be offered to Employees on the preceding shift; if none of these Employees wish to accept the assignment, the Laboratory will make a reasonable effort to find another Employee who wishes the assignment before requiring an Employee from the preceding shift to fill the vacancy. An effort to offer such overtime assignment to four (4) other Employees, in accordance with a mutually acceptable selection system, shall under normal circumstances be deemed a “reasonable effort.”

## ARTICLE V

### WAGES AND JOB CLASSIFICATIONS

**5.01 Wage Rates:** Employees shall be paid in accordance with the Laboratory wage policy as administered with respect to its wage employees who are not in any bargaining unit, and such rates shall not be subject to Union control or approval.

**5.02 Job Classification:** The present job classifications for Employees are set forth in the Appendix. The Laboratory reserves the right at any time and from time to time to create new job classifications, change the job content of an existing job classification or eliminate or combine existing job classifications, provided (1) that the Union is given due notice of the exercise of any such right by the Laboratory, (2) that, barring layoffs, no Employee shall suffer a reduction in pay as the result of the exercise of such right, and (3) that such right will not be exercised to divest or attempt to divest the Union of jurisdiction over work subject to this contract. The Laboratory agrees not to exercise its rights reserved under this Section in an unfair and discriminatory manner.

## ARTICLE VI

### LABORATORY POLICY

6.01 Laboratory Policy: Except where clearly inconsistent with an express provision of this contract, the provisions of Laboratory Policy applicable to nonbargaining unit wage employees of the Laboratory shall be applicable to the Employees. These provisions relate to:

1. Overtime hours and pay
2. Shift premiums
3. Emergency call-in
4. Emergency and early closing of the Laboratory
5. Holiday and holiday pay
6. Vacations and vacation pay
7. Sick Leave and sick leave pay
8. Death Leave
9. Layoff Allowance
10. Retirement Plan
11. Group Insurance covering
  - (a) Hospital and surgical expense
  - (b) Major Medical Insurance
  - (c) Long Term Disability Income Insurance
  - (d) Life Insurance, including Accidental Death or Dismemberment

The Laboratory retains the right to make changes, additions and deletions to Laboratory Policy at its discretion.

**6.02 Laboratory Security:** The Laboratory may be required by the Department of Energy to deny admission to the site to persons whose presence, in the opinion of the Department of Energy, would be prejudicial to the interests of the United States, or to discharge a person whose continued employment would, in the opinion of the Department of Energy, be prejudicial to the interest of the United States. Such denials of admission or terminations of employment shall be final and not subject to review under this contract.

**6.03 Confidential Data:** Nothing in this contract shall modify, supersede or in any way change present or future policies, procedures or functions of the Laboratory with regard to the common defense or security of the United States. No classified information shall be revealed, except

in accordance with the Laboratory's and the United States Government's directives. Failure to comply with security regulations shall be a cause for immediate discharge.

**6.04 Notices:** Any requirements pursuant to this contract for notice or communications from the Laboratory to the Union shall be deemed to have been fulfilled upon the delivery to the President of the Union's local at the Laboratory or, in the President's absence, to the designee or any officer of the Local. Any requirements pursuant to this contract for notice or communication from the Union to the Laboratory shall be deemed to have been fulfilled upon the delivery to the office of the Manager, Human Resources.

**6.05 Displacement Work:** No person other than an Employee shall perform the work specified in the job classifications listed in the Appendix if the performance of such work by such other person would cause the layoff of an Employee. Other employees of the Laboratory will not be utilized for the purpose of reducing the amount of work normally performed by the Employees. Nothing in this contract shall be construed to prohibit other employees of the Laboratory from performing their regular duties.

**6.06 Health and Safety:** The Laboratory and the Employees shall fully cooperate in the interests of Employee health and safety and Laboratory safety. To this end the Laboratory shall, among other things:

1. Provide all necessary safety clothing and equipment.
2. Continue to review and provide for improved protection from all work hazards.
3. Confer with Employees at reasonable times and give full consideration to safety suggestions made by Employees.

The Employees agree to abide by all Laboratory safety rules and regulations.

If any Employees are prevented by administrative decision based upon prevailing rules of safety from performing their duties, they will be given other employment for which they are qualified, without reduction in their regular base wage rate.

**6.07 Proficiency Maintenance:** The Union recognizes the need of the Laboratory to conduct periodic checks of the qualifications of all Employees, including such training programs and such reasonable testing procedures as are designed to maintain these qualifications. Based on the information secured from these tests, appropriate training activities will be set up in individual and/or group arrangements to correct deficiencies and further familiarize Employees with new developments. The Union and the Laboratory agree to cooperate in all training and testing programs.

## **ARTICLE VII**

### **STRIKES**

**7.01 Union Obligations:** In view of the important obligations undertaken by any persons associated with the Laboratory, and the comprehensive provisions contained herein for the consideration and adjustment of grievances of Employees and the Union, the Union agrees that there shall be no strike, suspension, retarding or stoppage of work by any Employee or Employees, or any action by the Union to that end, at any time while this contract is in effect.

**7.02 Unauthorized Strikes:** In event of the occurrence or threat of any unauthorized, illegal or wildcat strike, stoppage of work, slowdown or walkout, the Union will undertake to terminate or prevent such action, and the Laboratory shall have the sole discretion as to the disciplinary action to be taken against the participants in any and all such economic actions.

## **ARTICLE VIII**

### **DURATION: AMENDMENT**

**8.01 Duration:** This contract shall take effect as of August 1, 1977, and continue until terminated by either party on not less than ninety (90) days prior written notice of termination. No rate increase of any kind shall be made following the receipt by the Laboratory of such notice except that wage increases to individuals in connection with promotions or reclassifications may be granted at the discretion of the Laboratory.



**8.02 Amendment; Waiver:** This contract constitutes the agreement of the parties and no amendment, change or waiver of any provisions hereof shall be effective unless the same shall be in writing and duly executed by the Laboratory and the Union or the Union's Local at the Laboratory.

**8.03 Separability of Provisions:** If any provision of this contract at any time shall become invalid or unenforceable by reasons of any now existing or hereafter enacted law or by reason of any decision by a court or administrative body having jurisdiction with respect thereto, such invalidity or unenforceability shall not affect the remaining provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this contract the 1st day of October, 1999.

**BROOKHAVEN SCIENCE ASSOCIATES**

Brookhaven National Laboratory  
Upton, Suffolk County, New York

/S/ John H. Marburger, III

Director

**UNITED STEEL WORKERS**

*formerly*

Paper, Allied-Industrial, Chemical  
and Energy Workers International  
Local No. 1-431

<u>/S/ Philip Plunkett</u>	President
<u>/S/ Kerry Laube</u>	Committee Member
<u>/S/ James Trombacco</u>	Committee Member
<u>/S/ Gary Jayne</u>	Committee Member
<u>/S/ Joseph Mac Kenna</u>	Committee Member

Paper, Allied- Industrial Chemical  
and Energy Workers International Union, AFL-CIO

By /S/ Frank Micale Representative

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**APPEARANCES:**

**BROOKHAVEN SCIENCE ASSOCIATES**

Brookhaven National Laboratory

/S/ William Reeside

/S/ Susan Foster

/S/ Michael M. Goldman

/S/ William F. Hempfling

/S/ Matthew La Barge

/S/ Mark Davis