

ARTICLE 22: ANCILLARY PAY

A. Pay for Non-standard Work Schedules

Unit members assigned to shift 2 or shift 3 receive a higher base rate than employees assigned to a standard work schedule (shift 1). The shift differentials are as follows:

- 7.5% for shift 2;
- 15% for shift 3.

1. Non-Standard Work Schedule Base Rates While on Leave with Pay

Employees assigned shift 2 or shift 3 are paid at the applicable base rate during all leaves with pay.

2. Non-Standard Work Schedule Base Rates for Termination Vacation Pay

Employees assigned shift 2 or shift 3 at the time of termination are paid for unused, accrued vacation credits at the applicable base rate, unless the assignment was temporary and less than 90 days.

B. Call-Back Pay

1. Eligibility:

Unit members are eligible for Call-Back Pay in the following circumstances:

- When called back in to a Lawrence Livermore National Security, LLC work site without prior notice.
- When prior notice of the need to return to a Lawrence Livermore National Security, LLC work site is given but the work is scheduled to begin at least three (3), but not more than twelve (12), hours after completion of the employee's assigned work schedule on the day notice is given. In these circumstances, Call-Back Pay stops when the employee's next assigned work schedule starts.
- When in on-call status (see Section C below) and called back in to a Lawrence Livermore National Security, LLC work site after the completion of the employee's assigned work schedule.

2. "Lawrence Livermore National Security, LLC Work Site" Defined

"Lawrence Livermore National Security, LLC work site" includes LLNS, LLC sites such as Site 300 and other sites required by the Lawrence Livermore National Security, LLC but does not include the employee's home.

3. Call-Back Minimum Period

The call-back minimum period starts when the employee reports for work at the required Lawrence Livermore National Security, LLC work site and ends three (3) hours later.

4. Amount of Pay

Employees who are called back will be paid for all hours worked at one and one-half (1-1/2) times their straight time rate or for a minimum of three (3) hours at one and one-half times (1-1/2) their straight time rate, whichever is greater. If, at the commencement of the call-back period, the employee has more than forty (40) hours for the workweek that are

considered hours worked for overtime purposes, the time actually worked on call-back is paid at the rate of one and one half (1-1/2) times straight time pay.

5. Non-standard Work Schedule Base Rate

The non-standard base rate applicable to the shift on which the call-back work is performed is included in the Call-Back Pay (see Section B.4 above).

6. Effect on On-Call Compensation

On-call payments cease when the employee reports to work at the required Lawrence Livermore National Security, LLC work site and do not resume until the three-hour call-back minimum period or greater number of call-back hours actually worked have elapsed (see Section C below).

7. Repeat Call Back

If called back within a three (3) hour call-back minimum period, the employee is not eligible for another minimum.

8. Time Reporting

Employees who are called back report actual call-back hours worked onsite as “Call-Back Overtime.” If the employee is called back again within the three-hour call-back minimum period, the employee totals the time actually worked during the two call-backs and reports it as one instance of call-back.

C. On-Call Duty

On-Call is scheduled time during which an employee is not required to be at the work location but is required to restrict their activities so as to be readily available and able to report for work at a LLNS work site within the time specified by their organization (usually one (1) hour) if called.

On-call status is a planned management action and can be used in both emergency and long-term continuing operational situations. Except for exceptions, employees are not eligible for on-call pay on any workday that they are on other paid leave status. (The process for obtaining an exception is described in a separate letter at the back of this contract). Eligible employees will receive on-call pay on Laboratory holidays.

1. The parties agree to the following procedure for assigning mandatory on-call duty in Bargaining Unit shops.

- a. When the level of voluntary participation in on-call in a shop is deemed insufficient to provide on-call coverage, management may schedule qualified (competent-worker status), nonprobationary, Q-cleared employees in that shop to be available for mandatory on-call as follows:**
- b. On or before October 1st of each year, the Lab will determine the coming year’s on-call needs by shop and request volunteers in each shop.**
- c. On or before October 15th of each year, the Lab will determine whether there are sufficient volunteers to meet the needs of a shop.**
- d. On or before November 1 of each year, if volunteers are determined by the Lab to be insufficient to meet the anticipated on-call needs of a shop, then the Lab may implement a mandatory on-call rotation in that shop with notice to the Union and an opportunity to discuss the decision and its effects on affected employees. These**

discussions will be completed on or before 15 calendar days following delivery of the notice to the Union. The Union's agreement shall not be required for the Laboratory to implement a mandatory on-call rotation for a shop which shall remain in effect through the coming calendar year.

- e. On or before December 1 of each year, the Laboratory will provide notification to employees of the coming year's on-call rotation in each shop.
 - f. On January 1 of each year, the on-call rotation becomes effective for each shop with possible quarterly updates.
 - g. Volunteers commit to be on call for the full calendar year.
 - h. Mandatory Rotation assignments shall be made in order of inverse seniority.
 - i. The scheduled length of an employee's mandatory on-call assignment shall not exceed one week without good cause.
 - j. Provided adequate coverage is maintained, employees may arrange among themselves to exchange or transfer on-call assignments subject to approval by appropriate management personnel. A suitable replacement is someone who has competent-worker status in a given shop, non-probationary and Q-cleared.
 - k. The Laboratory may make possible rotation adjustments during the year with notice to and advance discussions with the Union to the extent practicable.
2. Unit employees assigned to on-call status will be paid 14% of their hourly base rate for each on-call duty hour.
 3. Call Back to a LLNS Work Site

If the employee is called back in to a LLNS work site from on-call status, the employee receives Call-Back Pay as provided in Section B. On-call payments cease when the employee reports for work at the required LLNS work site. On-call payments do not resume until the conclusion of call-back time (that is, until after the greatest of the three-hour call-back minimum or actual call-back hours worked has elapsed).

D. Reporting Pay

If a unit employee reports to work on a scheduled workday, they must be paid for the greater of one-half (1/2) their scheduled day's work (up to four (4) hours) or two (2) hours of their regular rate of pay.

E. Pay for Travel Time

Unit employees on official travel outside their scheduled work hours are paid for the travel time.

F. Termination Pay

Upon termination, employees are paid for work done through the last day of work, plus any accrued, unused vacation credits.

1. Non-standard Work Schedule Base Rates and Termination Vacation Pay

Employees assigned to shift 2 or shift 3 at the time of termination from LLNS employment are paid for unused, accrued vacation credits at the applicable base rate, unless the assignment was temporary and less than ninety (90) days.

G. Premium for Maintenance Mechanics in the Mechanical Utilities Division for Required Certifications

The Maintenance Mechanics working in the Mechanical Utilities Division who are assigned water tasks/functions that require them to have and maintain any of the state licenses/certifications listed herein (Covered Tasks) will receive a premium of 6% for all hours worked. Applicable California state law/regulation shall determine whether a particular task/function is one of the Covered Tasks requiring a state license/certification. The eligible state licenses/certifications are: Water Treatment operator T2 or higher; Water Distribution operator D2 or higher; Wastewater operator W1 or higher and Backflow.

The Parties agree that a Maintenance or Mechanic's possession of any of the state licenses/certifications listed herein is not proof that they are performing Covered Tasks or that they are entitled to receive the Premium provided in this Section.

No Maintenance Mechanic in the Mechanical Utilities Division shall receive more than one premium even though they may have or maintain more than one of the licenses/certifications listed herein.

The Employer shall not direct Maintenance Mechanics working in the Mechanical Utilities Division to perform Covered Task(s) unless they have the state license/certification required for the performance of said covered work.