

## **PREAMBLE**

The parties to this agreement are the Trustees of Princeton University on behalf of Princeton Plasma Physics Laboratory, a corporation of the State of New Jersey, having its principal office in the County of Mercer and the State of New Jersey (hereafter referred to as the "Laboratory") and the Professional Firefighters Association of New Jersey, International Association of Fire Fighters, Local No. I-74, National Headquarters, Washington, D.C. ("Union"). Both parties to this agreement will also be bound by the provisions of the DOE Contract Number DE-AC02-09-CH11466.

This agreement shall become effective upon ratification and will expire on 6/30/2014.

## **ARTICLE I DEFINITIONS**

### **Section 1.1-Definition of Employees**

Whenever used in this agreement, the term "employees" shall mean all Emergency Services Officers and Emergency Services Driver/Operators at the Princeton Plasma Physics Laboratory's (PPPL) Emergency Services Unit (ESU) excluding all other employees, subcontractors and supervisors as certified by the National Labor Relations Board Case Number 22-RC-11992.

### **Section 1.2 –Probationary Employees**

(a.) An employee who has never accrued seniority under this Agreement, or an employee rehired after termination of seniority, shall be considered a probationary employee for 90 days from the date of hire. However, each employee's performance will be assessed after 75 days to determine if the probationary period should be extended to 120 days. Written notice shall be given to the IAFF at the end of the probationary period.

(b.) The discipline, discharge or extension of an employee who is on probationary status is at the sole discretion of the Laboratory management.

### **Section 1.3- Definition Non-Peak Work Hours**

The normal operating hours of the Laboratory are 0800-1700 Monday-Friday. Non-Peak hours are 1700 hours to 0800 hours Monday to Friday and 0645 hours to 0645 hours Saturday and Sunday.

### **Section 1.4- Gender Neutrality**

The use of masculine or feminine gender or titles in this Agreement shall be construed as including both genders and not as sex limitations unless this Agreement clearly requires a different construction.

### **Section 1.5- Non-Discrimination**

Neither party to this agreement shall discriminate against any employee or applicant on the basis of sex, racial or ethnic background, age, religion, marital status, political views, sexual orientation or affectation, veteran status, or disability unrelated to job requirements.

(a.) Complaints of such discrimination may be pursued in accordance with the appropriate grievance, mediation or arbitration process as discussed and agreed upon between the parties.

(b.) Princeton University policy and procedures regarding sexual harassment for faculty and staff shall apply to employees covered by the collective bargaining agreement.

## **ARTICLE II RECOGNITION**

### **Section 2.1- Recognition of the International Association of Fire Fighters**

The Laboratory recognizes the International Association of Fire Fighters (IAFF) as the **sole and exclusive** representative for purposes of collective bargaining concerning terms and conditions of employment of the “employees” employed by the Laboratory as defined in this agreement.

### **Section 2.2 - Recognition of International Association of Firefighters Representatives**

Representatives of the IAFF may have limited access to the Laboratory to meet with members of the bargaining unit as required to enable them to ensure that this Agreement is being properly administered, provided that a representative of the IAFF has obtained prior permission for such access, and for the timing and location of such meeting, from the Head of Site Protection and Director of Human Resources (which shall not unreasonably be withheld), and further provided that any such meeting shall be normally requested 48 hours in advance but in no event less than 24 hours in advance and shall not interfere with the performance of assigned duties by any member of the bargaining unit.

### **Section 2.3- Recognition of International Association of Firefighters Representatives in the Settlement of Grievances**

The Laboratory will recognize and deal with, not more than one representative from each platoon to represent employees in the presentation and settlement of grievances. The Laboratory shall not recognize any employee as a Representative unless the Union has informed the Laboratory, in writing, of the employee’s appointment as a representative. With the prior permission of his immediate supervisor, a Representative may, for a reasonable period of time, meet with the employee during work hours on Laboratory or PPPL premises, to investigate a grievance requiring immediate attention.

## **ARTICLE III MANAGEMENT RIGHTS**

Unless otherwise specifically limited by the express language of this Agreement, the Laboratory retains all of the power, rights, functions, responsibilities and authority to carry out its mission, to undertake all related supporting functions and direct its employees. Unless specifically limited by the express language of this Agreement, the rights reserved to and retained by the University and the Laboratory but by no means wholly inclusive, are the right to hire; to assign duties to the work force; to determine and modify work schedules, method of work, places of work and content of work assignments; to make platoon and post assignments or transfer temporary or regular employees to other classifications as operations may require; to establish

and staff committees to determine the number and type of employees required including part-time and temporary employees; to establish and enforce work rules and to discipline and /or discharge employees for just cause (probationary employees may be discharged without cause); to introduce new or improved methods, machinery or facilities; and in all aspects to carry out the ordinary and customary functions of management consistent with applicable Federal and State Employment Law.

## **ARTICLE IV INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION RIGHTS**

### **Section 4.1 - Space for International Association of Firefighters Union Meetings.**

The Laboratory shall provide adequate meeting space for Union general membership meetings within "C" Site, subject to availability and management approval.

### **Section 4.2 -IAFF Union Bulletin Board Space**

The Laboratory shall allow the IAFF/Union to post official union notices on bulletin boards in designated work areas mutually agreed upon by the Union and Head of Site Protection. The areas of bulletin boards agreed upon for IAFF/Union use shall be used and maintained by the Union. Official IAFF/Union notices shall include notices of meetings, elections, seminars, program information, training programs, and IAFF/Union activities. IAFF/Union material posted on such bulletin board space shall not contain anything derogatory to the University, Laboratory or any of its employees, or to any labor organization. The Union assumes responsibility for complete compliance with the provisions herein contained. If the Laboratory objects to any posted material as not being in compliance with this section, it shall inform the Union President, who shall immediately remove the notice(s) in question, if the Union President is unavailable the Director of Human Resources or designee may remove objectionable material.

### **Section 4.3 – Union use of University/Laboratory Resources**

The University/Laboratory will allow employees access to computers, email and Internet services for the purpose of Union business. The use of these resources must comply with the University/Laboratory Information Technology Resources and Internet Access Guidelines for Use (PPPL Computer Use Policy and User responsibility Statement). The use of University/Laboratory resources for Union business must be conducted on non-work time. After meeting with the union, the Director of Human Resources or designee may temporarily suspend the use of the resource in question until the issue is resolved. This section shall not be subject to the grievance and arbitration provisions of this agreement.

**Section 4.4 - Attendance of International Association of Firefighters Local Meetings.** On-duty employees may be allowed to attend on site Union meetings for a time not to exceed sixty (60) minutes, during non-peak work times, with prior management approval. The Head of Site Protection will not unreasonably deny or withhold approval without justification based on operational needs. Security posts shall not be abandoned to allow on-duty employees to attend the meeting. On-duty employees shall be required to respond to any and all emergency incidents, as directed. The Union shall notify management in writing of a scheduled meeting a minimum of seven calendar days prior to the meeting. PPPL management will distribute the approved

notification of the meeting to supervisory personnel. A maximum of twelve such meetings may be conducted annually. However, Laboratory management has the right to approve additional meetings to meet unusual situations.

Any union member who is onsite actively participating in IAFF activity will not be eligible for mandatory overtime providing that the member is not working his/her normal shift or approved overtime, or is otherwise eligible under the PPPL policy for mandatory overtime.

**Section 4.5 – Union Business Leave.**

Upon ten (10) working days notice, the Laboratory shall permit a maximum of 80 total hours annually to be utilized by any combination of Union officers and/or Representatives for conventions, seminars and other similar or IAFF sponsored activity. The Laboratory may refuse to grant Union Business leave if in the sole judgment of management, the leave would adversely impact the operations of the Laboratory. Non-mandatory overtime will not be a determining factor in management's decision.

**Section 4.6 – Time Spent at Collective Bargaining Meetings.**

Employees who spend time in approved collective bargaining negotiations, while working their normal shift or approved overtime, will not be charged time off. The designated employee must remain ready to respond to an emergency and in such case the meeting will be rescheduled.

Any union member who is onsite actively participating in negotiations will not be eligible for mandatory overtime providing that the member is not working his/her normal shift or approved overtime.

**ARTICLE V  
UNION DUES & CHECKOFF**

**Section 5.1- Union Dues/Representation Fees Deduction**

The Union shall notify the University's payroll department in writing at least annually of the exact dollar amount of union dues to be deducted from each unit member's salary on a biweekly basis. On a monthly basis the University will remit the total dues amount by check payable to the Union.

All regular employees who work at least one half or more of the regular annual work schedule of hours stipulated by this agreement shall be offered membership in the Union. Those electing not to join the Union by written agreement shall be charged a representation fee. The representation fee will be eighty-five percent (85%) of the union dues paid by all regular members, and the amount for each non-member will be furnished at least annually in writing to the University's payroll department. Dues and fees may be changed only twice in a contract year.

**Section 5.2- Checkoff**

Upon receipt by the Laboratory of a Checkoff authorization in the form set forth in this Agreement, dated and executed by an employee, the Laboratory shall deduct from the wages owed such employee for the first pay period ending in each calendar month following receipt of such Checkoff authorization, until such Checkoff authorization is revoked by the employee in

accordance with the terms thereof, the Union's membership dues for the month in which such deduction is made. The Laboratory will forward the monies so deducted to the Treasurer of the Union not later than the fifteenth (15th) day of the calendar month in which the deduction is made. The Laboratory shall deduct from an employee's wages that amount of money which the Treasurer of the Union has certified to the Laboratory, in writing, is the amount of dues properly established by the Union in accordance with the applicable law and the Union's Constitution and bylaws. The Union may change the monthly amount deducted from an employee's wages, written notice shall be given to the Laboratory not less than thirty (30) days prior to the effective date of the deduction change.

**Section 5.3- Indemnification of Laboratory**

The Union shall defend, indemnify, and save the Laboratory harmless against any and all claims, demands, suits, grievances, or other liability incurred by the Laboratory that arise out of or by reason of actions taken by the Laboratory pursuant to this agreement.

**Section 5.4- Checkoff Authorization Form**

The Laboratory shall not deduct any monies from an employee's wages pursuant to this Agreement, unless the Checkoff applicable authorization executed by the employee conforms exactly to the following form:

**CHECKOFF AUTHORIZATION**

**(a) Authority to Deduct.** I hereby authorize the Laboratory to deduct from wages owed me for the first payroll period ending in each calendar month, and to forward to the IAFF Local # I-74, the monthly membership dues or assessment required of me.

**(b) Irrevocability of Authorization.** This Checkoff authorization shall be irrevocable for the period of one-year following my execution thereof, or until the expiration of any applicable collective bargaining agreement, whichever occurs sooner. Thereafter, it shall be automatically renewed for successive one (1) year periods unless written notice of revocation of this Checkoff Authorization, executed by me, is delivered to the Laboratory: (1) during the period commencing thirty (30) days prior to and ending five (5) days prior to (a) the annual anniversary of my execution thereof, or (b) the expiration date of any collective bargaining agreement obligating the Laboratory to honor this Checkoff Authorization, or (2) during any period when there is no collective bargaining agreement in effect obligating the Laboratory to honor this Checkoff Authorization. This Checkoff Authorization was voluntarily executed on

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

## **ARTICLE VI LABOR/MANAGEMENT COMMITTEE**

There shall be a Labor-Management committee consisting of two (2) Union representatives and two (2) Laboratory representatives. The Committee shall meet at the request of either party to discuss all matters of mutual concern. The Committee shall consider such matters relating to the health and safety as the members designated by the IAFF and the members designated by the Laboratory mutually agree, and may make recommendations to the Head of the Site Protection Division regarding such matters. The Committee shall have the authority to make recommendations to the Union and /or to Laboratory management. This Committee shall have no authority to change, delete or modify any terms of the exiting Agreement, or to settle grievances. Committee meeting minutes shall be prepared and distributed to members of the bargaining unit.

## **ARTICLE VII NO STRIKES OR LOCKOUTS**

### **Section 7.1- No Strikes**

In consideration of the Laboratory's commitment as set forth in this Agreement, the Union, its officers, agents, representatives, stewards, committeemen and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the Laboratory's operations, whether or not a strike, sympathy strike, slowdown, work stoppage, or other interference with or other interruption of work (a) involves a matter subject to resolution pursuant to the grievance and arbitration procedures set forth in this Agreement; or (b) involves a matter specifically referred to or covered in this Agreement; or (c) involves a matter which has been discussed between the Laboratory and the Union; or (d) involves a matter which was within the knowledge or the contemplation of the Laboratory and the Union at the time this Agreement was negotiated or executed.

### **Section 7.2-Discipline for Violation**

The failure or refusal on the part of any employee to comply with the provisions of this Agreement shall be cause for immediate discipline, including discharge. The Laboratory will notify the Union of any violation, and such Union officers and Representatives will immediately take actions reasonably calculated to end the violation. The refusal or failure by a Union officer or Representative to comply with the provisions of this Agreement, or the preceding sentence, constitutes leading and instigating a violation, it being specifically agreed that the Union officers and Representatives, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of this Agreement by reporting to work and performing work as scheduled and/or required by the Laboratory.

### **Section 7.3- No Lockouts**

In consideration of the Union's commitment as set forth in this Agreement, the Laboratory shall not lock out employees.

### **Section 7.4- Expedited Arbitration**

In the event of an alleged violation of this Agreement arising out of a matter not subject to resolution pursuant to the grievance and arbitration procedures set forth in this Agreement, the Laboratory may institute expedited arbitration proceedings regarding such alleged violation by delivering written notice thereof to the Union and to the American Arbitration Association. Immediately upon receipt of such written notice, the American Arbitration Association shall appoint an arbitrator to hear the matter. The arbitrator shall determine the time and place of the hearing, give written notice thereof, and hold the hearing within twenty-four (24) hours after his appointment. The fee and other expenses of the arbitrator in connection with this expedited arbitration proceeding shall be shared equally by the Laboratory and the Union. The failure of either party or any witness to attend the hearing, as scheduled and noticed by the arbitrator, shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witnesses were present. The sole issue at the hearing shall be whether a violation of this Agreement has occurred or is occurring, and the arbitrator shall not consider any matter justifying, explaining or mitigating such violation. If the arbitrator finds that a violation is occurring or has occurred, he shall issue a cease and desist order with respect to such violation. The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the Laboratory and the Union.

## **ARTICLE VIII DISCIPLINE**

### **Section 8.1 Just Cause Standard**

The Laboratory retains the right to discipline and discharge an employee for just cause.

### **Section 8.2- Progression of Discipline.**

The normal disciplinary procedure for employees who have completed their probationary shall be oral warning, written warning, suspension, and discharge. However in the event of an infraction on the part of the employee(s), which the Laboratory considers significant, the Laboratory may begin the discipline at any step of the disciplinary procedure including discharge. Discipline and/or discharge shall be consistent with Princeton Plasma Physics Laboratory's Personnel Practices Manual (Section: Employee Relations-Discipline) and in accordance with the Laboratory's Code of Conduct Policy.

The union shall be notified whenever an employee is to be formally charged with a disciplinary action. The union shall have the ability to access all relevant information pertaining to the charge and to represent that employee's interests when such is determined warranted.

### **Section 8.3- Consideration of Prior Disciplinary Action**

In determining the appropriateness of the discipline or discharge of an employee under this Agreement, the Laboratory will not consider any disciplinary suspension, warning or other disciplinary action which occurred more than eighteen (18) months before the event for which the discipline is to be imposed, unless it is part of an ongoing progressive discipline process.

#### **Section 8.4- Suspension Pending Investigation**

When an employee is suspended pending an investigation the employee shall be given, within a reasonable time after the suspension takes place, but in no event more than seventy-two (72) hours after the suspension is effective, a brief written statement (copy to the Union) setting forth the reasons for the suspension. This written statement shall not limit the Laboratory's right or the Union's right to use additional or supplemental information not contained in the initial statement in determining the appropriate disciplinary action to be taken. The employee shall be compensated at their regular rate of pay from the date of suspension until the employee receives the Department's official findings of the investigation or returned to the worksite.

#### **Section 8.5- Notice to the International Association of Firefighters**

The nature of discipline and the name of the employee, who is notified of disciplinary action, shall be transmitted to the Union within seventy-two (72) hours after such notice.

#### **Section 8.6- Consideration of Filed Complaints**

Generally, when a complaint is serious enough to warrant an investigation of a member's actions and may result in an immediate reprimand, the member will be given any pertinent information required to respond to the complaint. In specific circumstances, management reserves the right to make judgments in matters of confidentiality.

#### **Section 8.7- Employee Rights**

Any Bargaining Unit Employee reserves the right to have the shop steward present during an investigation where the employee may reasonably believe the investigation may lead to a disciplinary action. All waivers of the right to have a steward present during an investigatory interview shall be in writing. The employee shall have the right to include union representation in meetings where discipline will be communicated.

### **ARTICLE IX GRIEVANCES**

#### **Section 9.1- Definition of a Grievance**

A grievance is any dispute, claimed violation or difference of opinion raised by the Union or an employee against the Laboratory involving the interpretation, application or meaning of the provisions of this contract.

#### **Section 9.2- Time Limitations**

A grievance must be presented no later than the end of the fifteenth (15) day following the event that gave rise to the grievance. Any grievance which is not presented within this specified time limitation at each step shall be dismissed and deemed settled. If management does not respond within the time limit at any one step of the grievance, the grievance will automatically move to the next step.

If the grievance is in regard to discipline the employee may begin the process at Step 2.

### **Section 9.3-Grievance Procedure**

#### **STEP 1 – Oral Notice to the Immediate Supervisor (Captain)**

No later than fifteen (15) workdays after the event giving rise to the grievance or the date on which the employee should have reasonably learned of the event giving rise to the grievance, whichever is later, the employee, with or without his Union Representative, must discuss the grievance with his immediate supervisor. The immediate supervisor shall orally respond to the employee not later than ten (10) workdays thereafter and notify the Head of the Site Protection Division.

#### **STEP 2 – Written Grievance Appeal Head of the Site Protection Division**

If the grievance is not resolved by the immediate supervisor's oral response at Step 1, the employee shall submit the grievance in writing and present it to the Head of the Site Protection Division within ten (10) workdays after the receipt of the immediate supervisor's oral answer. The Head of the Site Protection Division will meet with the grievant and the Union and following that meeting will conduct an investigation and return a written response to the grievant and the Union within ten (10) workdays of the meeting.

#### **STEP 3- Written Appeal to Human Resources**

If the grievance is not resolved at Step 2, the Union shall, within ten (10) workdays following the date of the written answer from the Head of the Site Protection Division request in writing a hearing of the grievance with the Director of Human Resources or the designee. After an investigation, a written answer to the grievance shall be given to the grievant and the Union by the Director of Human Resources or the designee within ten (10) workdays after such meeting. That answer shall settle the grievance unless appealed to arbitration in accordance with the Agreement.

### **Section 9.4- Written Presentation**

All grievances presented in this Agreement shall set forth: the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated and the remedy sought. All grievances shall be signed and dated by the aggrieved employee and/or his Union Representative. All written answers submitted by the Laboratory shall be signed and dated by the appropriate Laboratory representative.

The term "workdays" does not include Saturdays, Sundays or holidays observed under this agreement.

### **Section 9.5- Recognition of International Association of Firefighters Representatives**

The Laboratory will recognize and deal with, not more than one representative to represent employees in the presentation and settlement of grievances. The Laboratory shall not recognize any employee as a Representative unless the Union has informed the Laboratory, in writing, of the employee's appointment as a representative. With the prior permission of his immediate supervisor, a Representative may, for a reasonable period of time, meet with the employee during work hours on Laboratory or PPPL premises, to investigate a grievance requiring immediate attention. There shall be a maximum of one representative from each platoon.

### **Section 9.6- Exclusivity of Grievance Procedure**

The grievance procedure shall be the sole and exclusive remedy available to an employee or the Union for resolving disputes arising under this Agreement.

## **ARTICLE X ARBITRATION**

### **Section 10.1- Appeal Procedure**

Any grievance, as defined in this Agreement, which has been properly and timely processed through the grievance procedure set forth in this Agreement and which has not been settled at the conclusion thereof, may be applied to arbitration by the Union by serving the Laboratory's Director of Human Resources with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within thirty (30) calendar days after receipt of the written answer of the Laboratory at Step 3 of the grievance procedure set forth in this Agreement shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Laboratory at Step 3 of the grievance procedure shall be final and binding on the aggrieved employee, the Laboratory and the Union.

### **Section 10.2-Selection of an Arbitrator**

Not later than ten (10) calendar days after the Union serves the Laboratory with the written notice to appeal a grievance to arbitration, the Union shall request the American Arbitration Association to furnish, to the Laboratory and to the Union, a list of seven (7) qualified and impartial arbitrators. Arbitrators shall be selected based on the rules of the American Arbitration Association.

### **Section 10.3- Arbitrator's Jurisdiction**

The jurisdiction and authority of the arbitrator, and his opinion and award, shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Laboratory. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Laboratory and the Union. The written award of the arbitrator on the merits of any grievance adjusted within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Laboratory and the Union.

### **Section 10.4- Fees and Expenses of Arbitration**

The fee of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Laboratory and the Union; otherwise each party shall bear its own arbitration expense.

## **ARTICLE XI PERSONNEL RECORD**

The Laboratory shall maintain full and complete employee personnel files concerning each member according to the confidentiality guidelines of the Office of Human Resources. The Laboratory shall make every effort to secure files in a central location with access limited to human resource and supervisory personnel. In the event an employee disagrees with an entry into a file, they may attach a written explanation or accounting thereto. Employees, and the union with an employee's expressed written permission and attendance, may inspect the full and complete personnel file by serving advance notice to the employer of a mutually agreeable date, time and place to review same.

## **ARTICLE XII SENIORITY**

**Section 12.1-** University and /or Laboratory (University) seniority shall mean an employee's length of continuous service with the University and /or Laboratory within or without the bargaining unit, measured in calendar days from the first day the employee actually worked for the University and/or Laboratory on or after the employee's most recent date of hire. If application of the preceding sentence results in two (2) or more employees having the same seniority, the employee whose name appears earlier in the Laboratory's alphabetical listing of employees shall be deemed more senior. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in this contract.

### **Section 12.2- Bridging of Seniority**

An employee who is terminated from a bargaining unit position as a result of a layoff or disability, and who returns within one (1) year, shall have his seniority bridged after he has been continuously employed within the bargaining unit for a one (1)- year period.

### **Section 12.3- Termination of Seniority**

An employee's University Seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- a) discharge for just cause, retirement, or resignation;
- b) continuous layoff for a period of twelve (12) months, or for more than five (5) months for an employee whose Laboratory seniority is less than one (1) year, or for a period equal to the employee's seniority, whichever is less;
- c) failure to give notice of intent to work after recall within ten (10) business days or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- d) failure to return to work upon the expiration of a leave of absence or any approved extension thereof;

- e) failure to report to work for a period of two (2) consecutive scheduled working days without notice to the Laboratory of a justifiable reason for such absence.

## **ARTICLE XIII LAYOFFS**

### **Section 13.1- Determination of Layoffs**

The Laboratory will determine the timing and number of employees to be laid off. The Laboratory will notify all affected employees thirty (30) days prior to scheduled layoff. A uniform reduction in the number of hours scheduled in a workweek for all employees shall not constitute a layoff. Selection of employees to be retained or separated under Reduction-in-Force procedures will be based on Laboratory needs and will include the following considerations:

- retention of critical skills
- documented performance
- transferability of skills
- length of service

Length of service will be the deciding factor when all other factors are relatively equal.

Section 13.2 Manner of Layoffs- If the Laboratory determines that one (1) or more employees shall be laid off; the Laboratory will lay off employees as follows:

1. Bargaining unit casual/temporary employees.
2. Bargaining unit employees having a “probationary” status.

Layoff of employees not listed in 13.2 will be based on the considerations listed in 13.1.

### **Section 13.3- Temporary Staff**

In the event of a layoff, if there are temporary employees in the Emergency Services Officer or Driver/Operator classification, the Laboratory will not retain those employees or employees of another classification that may perform related duties. In addition, when rehiring occurs, no temporary employees will be hired into Emergency Services Officer or Driver/Operator positions until the Emergency Services Officer and Driver/Operator recall list(s) have been implemented according to the recall provision as described in this Agreement.

### **Section 13.4- Order of Recall**

If the Laboratory determines to fill a vacancy for an Emergency Services Officer or a Driver/Operator, and there are employees who are laid off who have not forfeited their seniority, such employees will be recalled for available positions based on seniority.

### **Section 13.5- Notice of Recall**

Individuals involuntarily separated as a result of a reduction-in-force will be given first consideration within one (1) year from the date of their employment reduction.

The Laboratory will forward notice of recall by certified and regular mail to the last known address of the employee, as reflected on Laboratory records. The employee must within ten (10) days of delivery of the notice of recall, notify the Laboratory of his/her intent to return to work on the date specified for recall and, thereafter, return to work on such date. In cases where the Laboratory gets back the certified mail returned receipt unsigned by the employee, the Laboratory will make a second attempt to contact the employee by phone using the number in the personnel records. If this second attempt fails, the Laboratory will not be obligated to recall the individual in such a case. A copy of all recall notices will be sent to the IAFF local President.

#### **ARTICLE XIV NOTICE AND SEVERANCE**

In the event a position is terminated and equitable transfer possibilities with the Laboratory/University have not been identified, employees will receive notice of termination due to the reduction in force. The notice period in such cases would normally be two weeks for non-exempt employees. Employees may have the option to continue to work during the notice period and this time will be charged against severance.

At the end of this notice period, employment will be terminated and the individual will receive as a lump sum payment the remainder of his or her severance pay based on the Severance Benefit Schedule less pay received for the notice period.

Employees affected by the lay off will be informed that remaining on the Laboratory's payroll during the notice period is contingent upon acceptable and non-disruptive behavior.

However, in situations where it is not appropriate to retain the employee on payroll for the notice period, the employee will receive a lump sum payment covering the balance of the separation period noted in the severance Benefit Schedule.

Severance pay is based upon the Full Time Equivalent (FTE) percent that the employee is working at the time (s) he is notified that the position has been eliminated. For example, if the employee's schedule is 50% of a Full Time Equivalent (FTE), the employee will receive severance equal to 50% of his/her salary for the time indicated on the severance schedule.

Responsible supervisors will consult with the Human Resources Office prior to making final determinations regarding the application of this policy. If an individual who has been laid off is rehired into a regular, full-time position by the Laboratory or the University within the period of time covered by the severance benefits (either notice or pay in lieu of notice), the severance benefit will be suspended or the employee, as a condition of reemployment, will repay to the Laboratory any monies received and owed. As an illustration, assume that an individual whose severance payment was eight months, was retained on payroll for a one-month notice period and then terminated. (S) he is recalled to a regular, full time position after being off payroll for two months. The employee will be required to return five months net pay before reemployment can commence, or will agree to a payroll reduction to be applied until the balance of the severance has been returned to the Laboratory.

## Severance Benefit Schedule - Non-exempt Employees

### *Years of Service Weeks of Pay*

1st year / probationary period	1 month regular base pay
2nd & 3rd year	2 month's regular base pay
4th & 5th year	3 month's regular base pay
6th & 7th year	4 month's regular base pay
8th – 10th year	5 month's regular base pay
11th – 15th year	6 month's regular base pay
16th – 20th year	8 month's regular base pay
21st plus	12 month's regular base pay

## ARTICLE XV WAGES

### 15.1

Each employee's salary will be adjusted 1.5% in each year of the first two years of this agreement beginning with 10/1/2011.

Effective 10/1/2013, each employee will receive a merit increase to be distributed based on individual job performance. The merit increase pool will be 3%. The performance criteria will be developed through discussion with the IAFF in Labor-Management meetings.

### 15.2

Current

	Minimum	Competitive Market	Maximum
Emergency Services Officer	\$35,537	\$40,545	\$48,783
Driver Operator	\$37,907	\$44,583	\$53,521
Site Protection Training Coordinator	\$41,622	\$48,999	\$58,798
Probationary Emergency Services Officers	\$34,000		
End of Probation to next Fiscal Year	\$34,000		

Effective 10/1/2011 (Year 1)			
Emergency Services Officer	\$35,537	\$40,545	\$48,783
Driver Operator	\$37,907	\$44,583	\$53,521
Site Protection Training Coordinator	\$41,622	\$48,999	\$58,798
Probationary Emergency Services Officers	\$34,000		
End of Probation to next Fiscal Year	\$34,000		

Effective 10/1/2012 (Year 2)			
Emergency Services Officer	\$35,537	\$40,545	\$48,783
Driver Operator	\$37,907	\$44,583	\$53,521
Site Protection Training Coordinator	\$41,622	\$48,999	\$58,798
Probationary Emergency Services Officers	\$34,000		
End of Probation to next Fiscal Year	\$34,000		

Effective 10/1/2013 (Year 3)			
Emergency Services Officer	\$36,248	\$41,356	\$49,759
Driver Operator	\$38,665	\$45,475	\$54,592
Site Protection Training Coordinator	\$42,455	\$49,979	\$59,974
Probationary Emergency Services Officers	\$34,680		
End of Probation to next Fiscal Year	\$34,680		

**Section 15.3-Shift Differential**

Effective 10/1/2008 Employees will be paid a premium when they work a second or third shift. Second or third shift is any shift beginning during the hours listed below:

	Shift Starts Between	Premium
First Shift	3:00 a.m. and 1:59 p.m.	None
Second Shift	2:00 p.m. and 9:59 p.m.	2.00
Third Shift	10:00 p.m. and 2:59 a.m.	2.00

Pay for work performed before or after their regularly scheduled shift will be calculated using both the base rate and the shift premium of their regularly scheduled shift.

### **Section 15.4- Rate of Pay for Acting Supervisors/Captains**

Effective 10/1/2011

(a) If an employee is assigned to work as an Acting Captain for at least 1 hour, the employee shall be paid a differential rate of \$1.75 an hour for all hours worked as acting captain.

Downtime shall not be considered as time worked.

(b) If an employee is assigned to work as an Acting Driver Operator for at least 8 1 hours, the employee shall be paid a differential rate of 1.00 an hour for all hours worked as acting driver operator. Downtime shall not be considered as time worked.

### **Section 15.5- Spot Awards**

Bargaining unit employees shall be eligible for spot awards as specified in the laboratory policy manual.

## **ARTICLE XVI**

### **EMPLOYEE BENEFIT PLANS**

For the duration of this Agreement, the Laboratory shall continue to provide the benefits or equivalent benefits contained in the following University programs, plans or policies:

- Basic Life Insurance including Accidental Death and Dismemberment
- Business Travel Accident Insurance
- Children's Educational Assistance Plans
- Employee Child Care Assistance Program (ECCAP)
- Confidential Advisory Program
- Dependent Care Expense Account (DCEA)
- Group Supplemental Retirement Annuity
- Health Benefit Expense Account (HBEA)
- Health, Dental, Vision Insurance Plans
- Prescription Drug Plan
- Princeton University Retirement Plan
- Program in Continuing Education
- Short and Long Term Disability Insurance Coverage
- Staff Educational Assistance Program
- Supplemental Life Insurance
- Workers' Compensation

The University reserves the right to make changes to the benefits, programs and policies referenced in this contract, however, before any changes in the above benefits are made, the Lab/PPPL shall notify and meet with the Union to discuss such changes.

## **ARTICLE XVII HOURS OF WORK AND OVERTIME**

### **Section 17.1- Purpose of Article**

The purpose of this Article is to provide a basis for the computing of straight time, overtime, and other premium wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Laboratory to any employee of a minimum or maximum number of hours per day, per week, or per year.

### **Section 17.2- “Down Time”**

Employees on “downtime” may participate in any activity approved by management, but shall remain on site, and shall be available to respond to emergencies or other directives. Employees on “down time” shall abide by all laws, applicable laboratory polices and all sections set forth in this agreement.

Employees shall receive a minimum of five (5) continuous hours of downtime. If for any reason the employee does not get five (5) continuous hours, they will be paid four (4) hours, eight (8) on the third day of the seventy-two (72) –workweek, at premium rate.

### **Section 17.3-Schedule**

Management agrees to maintain the current 24/48 hour schedule subject to temporary changes that management determines are required to accommodate special projects, emergent conditions or other DOE directed activities, in which case management retains the right to modify wholly or in part any and all platoon and /or individual work schedules. In such case management shall provide five (5) calendar days notice when possible.

In the event management contemplates altering the 24/48 work schedule on a permanent basis, it is agreed by the parties to this contract that a discussion of said changes should include consideration of the commentary and alternate proposals put forth by the Union. However management shall retain the right to implement the schedule that meets the business needs of the Laboratory.

With regard to employees on a fixed 8 hour shift schedule, management reserves the right to schedule these employees as management deems fit. These employees may be offered a 24/48 shift schedule or other schedule temporarily or permanently if one becomes available.

### **Section 17.4- Work Schedules**

Management shall develop, revise, modify and implement any work schedule and or work assignments it determines necessary to meet its commitments to the DOE, University, Laboratory and/or the mission of the Site Protection Division.

Management shall post the annual work schedule at least 30 days prior to the start of the new fiscal year. Changes to the schedule shall be posted five calendar days prior to the change.

### **Section 17.5- Scheduled Workday**

A scheduled workday shall be determined by the schedule in effect for the Emergency Services Unit. When the 24/48 shift schedule is in effect the 24 hour workday shall be defined as two (2) eight (8) hour work assignments (consecutive or split by down time) and (8)hours of “down time”. During the 48 hour work week employees shall be paid a full time rate of pay when working an assignment and one half his/her rate of pay during the “down time” period. During the 72-hour workweek on the third workday will be paid 16 hours of time and one half. An employee shall be paid a full rate of pay for each hour worked when their “down time” is interrupted for response to an alarm, emergency situation or as directed by their supervisor. Employees shall receive a total of two thirty-minute lunch break periods, during their sixteen hours of work. The break periods shall be scheduled by the Captain. During any break period the member shall be ready to respond to any assignment.

The 24/48 Schedule shall include unpaid “Kelly” days. Kelly days are scheduled days off for employees during three shift scheduled workweek. Employees may request optional “Kelly days. Optional “Kelly days may be granted by management, if sufficient staffing is available to ensure that overtime shall not be required to meet minimum staffing requirements. If a call out causes a shortage of personnel the optional “Kelly” day will be cancelled and the employee will be required to report for duty. Vacation days will take priority over the approval of Optional “Kelly” days.

Employees shall not be authorized to work in excess of 48 continuous hours including “Down Time”.

### **Section 17.6- Scheduled Work Week**

The scheduled workweek will commence at 07:00 hours Monday and terminate at 06:59 hours the following Monday. Payroll reporting will be consistent with Laboratory and Division policies and the approved work schedule. Pay periods will be two workweek increments as established by Payroll.

### **Section 17.7- Overtime Rate of Pay**

Time worked in excess of forty (40) hours in any one regular workweek will be paid at time and one half the employee’s straight time rate.

Paid absences (i.e., sick time, holiday time, vacation time, compelling reason time, bereavement, marriage, etc.) shall not be considered as time worked for the purpose of computing overtime. The University will implement this change in accordance with similar changes in relevant University policies.

In lieu of overtime compensation, personnel may be granted compensatory time off provided that it is taken in the same pay period and does not create overtime on the shift desired. Compensatory time will be granted hour for hour.

### **Section 17.8- Off-Site Response/Call Back**

Non-exempt employees who are called in from home at a time other than their regular scheduled work time will be entitled to the premium pay appropriate for the hours worked or a minimum of

three hours equivalent in pay, whichever is greater. This three hour minimum guarantee does not apply to hours of work starting before a regular workday and continuing into the regular workday, or to overtime work continuing past regular quitting time.

### **Section 17.9- Weather Closing**

Employees who are required to work during a weather related closing, as defined by PPPL management, will receive one and one half (1.5) times their normal rate of pay, for all hours worked during the closing, excluding “downtime.

### **Section 17.10-Cancelled Overtime Details**

If an employee is scheduled or called in to work an overtime detail and that detail is cancelled, an employee who has not been notified and reports to campus will be paid one hour of straight time pay.

### **Section 17.12 No Duplication of Pyramiding Overtime and Other Premium Pay**

There shall be no duplication of "pyramiding" of overtime or any other premium pay.

## **ARTICLE XVIII HOLIDAYS**

### **Section 18.1 University Designated Holidays**

For the period of this Agreement, the annual schedule of paid holidays shall be designated according to the Schedule of Holidays published by the University.

### **Section 18.2- Work on Holiday**

(a.) An employee who is required to work on a day observed as a University designated holiday shall receive one and one half (1 1/2) time the employee's straight time rate of pay for time worked on the holiday, in addition to twenty (20) hours of straight time pay for the holiday. Employees who call out sick on a scheduled holiday work day shall not receive holiday pay.

(b.) There are employees whose established work schedules may normally prevent them from benefitting from the recognized holiday schedule. In these situations, the employee's supervisor(s) should consult with the Office of Human Resources to examine whether an appropriate adjustment to the work schedule can be made.

### **Section 18.3- No Work on the Holiday**

An employee who is not required to work on the day observed as a University designated holiday shall be paid eight (8) hours of straight time pay.

### **Section 18.4- Holiday During Vacation**

If a holiday occurs during an employee's approved vacation they shall receive eight (8) hours of holiday pay. After the first eight (8) hours of holiday pay they shall be charged their normal vacation rate "hour for hour" up to twelve (12) hours.

Holidays which occur when an employee is absent because of paid leave (i.e. vacation periods) are charged to holidays.

**Section 18.5- Employee Ineligibility**

An employee is not eligible for holiday pay during a period of temporary disability, worker's compensation or leave without pay.

**Section 18.6- Personal Days**

In addition to the University and PPPL designated holidays, an employee may designate twenty (20) additional hours, with prior approval of his supervisor, as Personal days which must be taken in the fiscal year that they are given. Unused personal day time will not be carried over from year to year, nor will they be paid at termination. Employees who are assigned to only work an eight (8) hour shift will follow the Laboratory policy on this subject as outlined in the PPPL Personnel Practices Manual.

**ARTICLE XIX  
LEAVES WITH AND WITHOUT PAY**

**Section 19.1- Vacation Scheduling**

The Laboratory shall retain the final right to approve, deny, schedule, and cancel all vacations. All vacation requests must be submitted in writing on Laboratory provided form in accordance with the Site Protection Division's policy on vacation and optional holiday usage.

**Section 19.2- Vacation Accrual**

Vacation time may not be taken before it accrued. Employees do not accrue vacation while on leave of absence without pay. Vacation requests shall be submitted for approval at least 10 calendar days prior to the first requested date of vacation. Prime vacation period (Memorial Day through Labor Day, and Christmas/New Year period) requests shall be submitted annually during October. The rate of accrual for vacations shall be:

Less than one (1) year 80 hours accrued	up to 40 hours of vacation maybe taken after 6 months of employment
Greater than one (1) year but less than (3) years 80 hours accrued	up to 120 hours of vacation maybe taken
Greater than three (3) years but less than five (5) years 120 hours accrued	up to 176 hours of vacation may be taken
Greater than five (5) years 176 hours accrued	up to 176 hours of vacation may be taken

The maximum carry over each year shall be 176 hours. At separation of employment, employees will be paid a maximum of 220 hours, regardless of reason for separation. Vacation

shall be charged on an hour for hour basis on scheduled work time and one half hour for each hour of “down time”.

This vacation accrual and use schedule shall apply to all personnel who are hired after January 14, 2004. Personnel on staff as of January 14, 2004 shall maintain the Personnel Practices Manual, vacation benefit.

### **Section 19.3- Sick Leave**

- (a) Employees are allowed up to eighty hours (80) of paid sick days per year for each fiscal year (from October 1 through September 30<sup>th</sup>). Employees hired October 1st through March 30th will be allowed up to eighty hours (80) of paid sick days for the fiscal year of hire; employees hired April 1st through September 30th will be allowed up to forty hours (40) paid sick days for the fiscal year of hire. Probationary employees, including those hired as of April 1st for that fiscal year, will be allowed up to twenty hours (20) paid sick days during the probationary period. Employees may carry over a maximum balance of 64 hours of sick leave from year to year. Employees are not paid for any unused sick days upon retirement or termination of employment.
- (b) Sporadic absence may be taken by the employee for the following reasons only: personal illness, injury, accidents, or for the care of a sick or injured immediate family member or resident member of the household. For purposes of this contract immediate family is a spouse, child or a parent.
- (c) When an absence is due to illness, the employee is responsible for notifying the on-duty supervisor at least two hours prior to the regular start time of the employee's work schedule. Notification must be given to the employee's supervisor on each day of the sporadic absence, unless this requirement is waived by the employee's supervisor. Absences due to illness greater than 2 consecutive work days may require a Doctor's note.

### **Section 19.4- Death in the Family**

A supervisor will excuse an employee with pay when there is a death in the family. When the death occurs to a member of the immediate family, the excused absence shall be for up to one (1) scheduled workday. Employees who are assigned to only work an eight (8) hour shift will follow the Laboratory policy on this subject as outlined in the PPPL Personnel Practices Manual.

Immediate family is defined as:

- The employee's spouse or domestic partner.
- The children or grandchildren of the employee or of the spouse or domestic partner.
- The parents, foster parents, guardian, grandparents, brothers and sisters of the employee and of the employee's spouse or domestic partner.

Supervisors may, when deemed appropriate, request documentation that establishes the employee's relationship to the deceased. If extensive travel is necessary, or if the employee must help with family arrangements or an employee wishes to attend the funeral of someone other than immediate family, absence without pay may be authorized, or the day(s) can be charged to vacation, optional holidays, or time off for compelling reasons, where applicable.

### **Section 19.5 – Death of a Non-Family Member**

With approval, time off may be granted to attend the funeral of a close relative who is not a member of the employee's immediate family. Such absences may be charged to vacation, optional holiday or compelling reasons.

### **Section 19.6- Absence for Compelling Reason**

Supervisors may approve up to 12 hours per year for compelling and essential reasons. Compelling and essential reasons are personal time off absences that cannot be scheduled outside normal working hours. Unused time may not be compensated for nor carried over to next year allotment; in accordance with the PPPL Personnel Practices Manual.

### **Section 19.7 –Jury Duty and Court Appearances**

An employee who is required to report for jury duty, or is subpoenaed to testify at a hearing to which neither he nor the Laboratory is a party, and who notifies his supervisor immediately upon receiving a summons or subpoena for such service, shall be entitled to leave with pay for scheduled work hours lost as a result of such service. Such an employee shall furnish the Laboratory a copy of any such summons or subpoena, upon request by the supervisor. During the period of service the employee may be assigned to an eight (8) hour shift schedule for the duration of the service.

If the court appearance or jury duty is extended beyond the specified period of original notification, the employee is required to inform the Laboratory that he is going to be absent for a longer period and present the appropriate documentation. An employee who reports such service and is excused from the service shall immediately contact the on-duty supervisor and stand ready to report to work, if directed. In order to be paid by the Laboratory for such leave, the employee must submit to his supervisor written proof, executed by the administrator of the court, of having served, and the duration of such service.

### **Section 19.8- Leaves of Absence Without Pay**

In accordance with the PPPL Personnel Practices Manual the following leaves may be taken:

- Family and Medical Leave
- Temporary and Extended Military Leave
- Personal Leaves of Absence without Pay
- Leave for Religious Observances

### **Section 19.9- Personal Leave Without Pay**

Personal leaves of absence without pay may be granted for periods up to thirty (30) calendar days for employees who have been employed more than one (1) year. Request for such leaves must be submitted in writing to the Head of the Site protection Division for approval. For leaves of more than one month the Laboratory cannot guarantee that the employee will be able to return to the same position which he/she vacated.

If it has been necessary to fill the position which the employee vacated, the Laboratory will make reasonable efforts to place the employee in a comparable position upon return from leave.

Leaves for longer than one month must be approved by the Department Head and the Director of Human Resources. Leaves will not be approved for more than ninety (90) days.

University benefits will continue during an authorized leave without pay. Insurance benefits will continue during an authorized leave without pay, provided the employee's premium contributions, where applicable, are paid during the entire period of the leave. If the leave is for longer than one month, unused accrued vacation will be paid at the start of the leave. No vacation is earned during the leave period.

### **Section 19.10- Compensatory Time for Training**

“Compensatory Time” shall be used in accordance with PPPL Policy. “Compensatory Time” may be used to compensate an employee for time spent in work related training. Employees requesting a training assignment must complete the Division Training Request Form and have it approved prior to attending the requested Training. If approved the employee will be granted “compensatory time” for the Training.

Travel time will be used in the calculation of compensatory time when the travel is scheduled during the normal work period and commences from the Laboratory.

Employees will be reimbursed any travel related expenses related to the approved training in accordance with PPPL’s travel guidelines.

Management may choose to pay the individual for the training time, in lieu of compensatory time.

### **Section 19.11- Voluntary Community Emergency Service**

Bargaining unit employees shall be eligible for participation in Voluntary Community Emergency Service as specified in the laboratory policy manual.

## **ARTICLE XX**

### **FIREHOUSE “LIVING QUARTERS”**

The Laboratory shall provide a “living” area of the firehouse. This area shall consist of a kitchen of adequate size, complete with a stove with oven, microwave, refrigerators, a kitchen table, chairs and any other items approved by management. The Laboratory shall provide a work area consisting of two desks with chairs, one computer work-area (similar to the current configuration) and filing cabinets, adequate enough to provide each employee with a drawer. The Laboratory shall also provide a sleeping area for “down time” personnel. The Laboratory will supply each individual with a locker to secure his duty uniforms/equipment and required linens. Locks shall be installed to ensure that ESU personnel can secure the sleeping area. The day

room shall include a TV/Video (Movie) Player and computer station. Equipment, furnishings, and/or supplies shall be maintained in serviceable condition and shall be repaired or replaced if they become inoperable, worn, and/or otherwise not usable.

**ARTICLE XXI  
PHYSICAL FITNESS PROGRAM AND ANNUAL PHYSICAL PERFORMANCE  
EVALUATION**

Employees shall participate in the Physical Fitness Program as defined in Site Protection Policy 99-0014. Each Employee shall be authorized a one (1) hour exercise period and one twenty (20) minute cleanup per twenty-four (24) hour duty shift. The Platoon Captain shall approve the period of exercise.

Employees shall be required to demonstrate their fitness annually, by passing the Physical Agility Test. If an employee fails the Physical Agility Test he/she shall be placed in a monitored remedial fitness program. The individual shall be given up to six (6) months to successfully complete the test. If an employee fails the second test or fails two consecutive annual tests the University or Laboratory will make a reasonable effort to place the employee in another position for which the employee is qualified. If a position is not available the employee will be subject to discharge. The annual test shall not be scheduled during the months of January, February, June, July, August, November and December. The annual test may be scheduled at the discretion managements during the remaining months of the year.

**ARTICLE XXII  
DRUG TESTING**

Employees will comply with DOE mandated drug testing. As defined by 10CFR part 707 Workplace Substance Abuse Programs at DOE sites.

**ARTICLE XXIII  
PERSONAL PROTECTIVE EQUIPMENT**

The Laboratory will furnish to all employee's, at no cost, all Personal Protective Equipment (PPE) necessary to carry out specific job duties.

Prior to completion of the probationary period personnel will be issued one (1) set of Structural Firefighting Gear (coat & pants), one (1) structural firefighting helmet with attached eye protection, one (1) pair of firefighting boots, one (1) pair of firefighting gloves, one (1) pair of leather work gloves, one (1) pair of safety glasses, one (1) set of hearing protection, one (1) fitted SCBA face piece with bag, one (1) protective firefighting hood, one (1) CPR mask & gloves with pouch, two (2) folding spanner wrenches, one (1) hard hat, one (1) PASS device, one (1) personal size flashlight and the appropriate number of accountability tags as determined by PPPL's approved Accountability System that will be used for all incidents without exception. The Laboratory will replace or repair PPE in the event of any defect, deficiency or damage. The Laboratory will make available spare PPE to use until the restoration of the employees issued equipment.

## **ARTICLE XXIV APPEARANCE & DRESS CODE**

### **Section 24.1- Uniforms**

All employees will be provided with an initial set of uniforms to include: three (3) pair of uniform pants, three (3) short sleeve shirts, three (3) long sleeve shirts, one (1) heavyweight jacket, one (1) lightweight jacket, two (2) job shirts, three (3) department tee shirts, one (1) leather belt, one (1) glove/CPR mask pouch, one (1) baseball style department cap, and applicable uniform accessories as determined by operational needs. The Lab will conduct an annual review of the uniform list to ensure compliance with the standards issued by the National Fire Protection Association. The employee shall maintain uniforms in accordance with the manufacturer's specifications. Uniforms will be replaced after fair wear or damage. Employees will be responsible for replacement of uniform items damaged by employee neglect as determined by Division Management.

### **Section 24.2- Appearance and Dress Code**

Employees will maintain a clean appearance at all times. Appearance and dress code will be compliant with Division policy regarding such matters. If there are proposed changes to the dress code, the proposed changes will be discussed with the Union. The final decision on appropriate work attire will be management's responsibility.

### **Section 24.3- Safety Shoes**

The Laboratory will reimburse each employee for the cost of obtaining safety shoes. The employee may be reimbursed up to \$85 per year. If the employee chooses they may acquire their safety shoes from the "Shoe Mobile" instead of being reimbursed.

## **ARTICLE XXV SMOKING**

Smoking shall be prohibited in all vehicles. Employees will observe any and all University smoking policies without exception.

## **ARTICLE XXVI SCOPE OF THE AGREEMENT**

### **Section 26.1- Savings Clause**

In the event of any Federal or State Law or regulation having the effect of law, or the final decision of any court or board competent jurisdiction, directly or indirectly affects any one or more practices or provisions of this Agreement, the practices or provisions so affected shall be made to comply with the requirements of such law, regulation, or decision for the localities within the jurisdiction, and otherwise the Agreement shall continue in full force and effect.

**Section 26.2- Waiver of Bargaining Rights and Amendments to Agreement**

During the negotiations resulting in this Agreement, the Laboratory and the IAFF each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth in this Agreement, the Laboratory expressly waives its right to require the IAFF to bargain collectively, and the IAFF expressly waives its right to require the Laboratory to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Laboratory and the IAFF during negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Laboratory or the IAFF at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking, and agreement of the Laboratory and the IAFF, after exercise of the right and opportunity referred to in Article II, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Laboratory and the IAFF.

**Section 26.3- Printing and Supplying**

This Agreement and any future Agreement or additions to this Agreement shall be printed and supplied to each employee by the Laboratory as expeditiously as possible.

IN WITNESS WHEREOF, Princeton University/Princeton Plasma Physics Laboratory and the Union have caused this Agreement to be signed by their duly authorized officers and representatives.

**THE TRUSTEES OF PRINCETON  
UNIVERSITY on behalf of PRINCETON  
PLASMA PHYSICS LABORATORY**

**INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL I-74**

---

Lianne C. Sullivan-Crowley,  
VP of Human Resources

---

Jamie Alkhateeb, President

---

Pierre Joanis, Director of Client Services

---

Aaron Green, Vice President

---

Susan E. Murphy-LaMarche,  
Director, Human Resources (PPPL)

---

Robert Walker, Secretary/Treasurer

---

Francis White,  
Head of Site Protection, Environment, Safety,  
Health & Security (PPPL)

---

Rhonda Hospedales,  
Senior HR Manager (Acting)