

**Brookhaven Science Associates, LLC (“BSA”, “BNL” or “Laboratory”)  
(Operating Brookhaven National Laboratory)**

**and**

**International Brotherhood of Electrical Workers, Local 2230  
 (“Union”, “IBEW” or “Local 2230”)**

**Memorandum of Agreement (“MOA”)**

**July 26, 2023**

BSA and the Union agree to extend their labor contract, which is scheduled to expire on July 31, 2023, with the changes listed below. All other terms of the contract remain unchanged.

**1. Vacation Carryover Date:**

- a. Change the vacation carryover date in the first sentence of Article 6.03 from September 17<sup>th</sup> to March 31<sup>st</sup> beginning calendar year 2025 and going forward.
- b. Change the second sentence in Article 6.03 to reference March, as follows:  
“However, in no event shall employees lose such vacation credit if the employees are prevented by the Laboratory from taking their vacation by request to work or any other action, provided that employees have requested sufficient vacation prior to April 15<sup>th</sup> to prevent their having more than thirty-one (31) days accumulated by the end of March and have a vacation scheduled during the month of March, shall not lose days in excess of thirty-one (31) if they are prevented from starting vacation due to protracted illness [eighteen (18) calendar days].”
- c. Delete the last paragraph of Article 6.03 that reads: “Any vacation accrued and unused by an employee during the period of September 17 through September 30 will be carried over into the next fiscal year.”
- d. It is understood that the carryover date in calendar year 2023 will remain September 17, 2023. However, IBEW members will need to request sufficient vacation prior to April 15, 2024, to prevent their having more than thirty-one (31) days accumulated by March 31, 2025. This includes any accrual that occurs on March 31<sup>st</sup>.

**2. Benefits Generally**

- a. Add to Article 9.01 Benefits Programs: “k. Paid Parental Leave”
- b. In Article 7.11 and Article 8.01 change references to “same sex domestic partner” to “domestic partner”.
- c. Employee Referral Award Program (ERAP)
  - i. IBEW members shall be eligible for the Laboratory’s ERAP program effective August 1, 2023. With respect to IBEW positions, the Laboratory reserves the right to determine whether an IBEW position posting will be ERAP eligible on a case-by-case basis.

- ii. Add to the list of benefits in Article 9.01 Benefits Programs the following: "1. Employee Referral Award Program (ERAP)."
  - iii. Revise the first sentence in Article 9.02 Benefits Plans Changes to read: "Except for Medical Benefits (including Retiree Medical) and the Laboratory's Employee Referral Awards Program (ERAP), [...]."
- 3. In the first paragraph, first sentence of Article 11.01 Leave of Absence for Illness, delete the language that reads: "having two (2) or more years of Laboratory seniority".
- 4. Article V Holidays
  - a. Contract clean up: Add Juneteenth to the list of Designated Holidays in Article 5.01.
  - b. Delete the first paragraph of Article 5.01 that follows the list of holidays.
  - c. In Appendix D.6 Holidays, in the first paragraph, delete the second sentence
  - d. In Article 5.02, delete paragraph g.
  - e. MOA only:
    - i. In calendar year 2023, the IBEW will follow the Laboratory holiday schedule. The IBEW will observe Columbus Day as a full day holiday and will not have the last 4 hours of the employee's regularly scheduled work preceding Christmas as a half holiday.
    - ii. Per the contract language in Article 5.01, the Laboratory having given consideration to the statement from the Union as to the preference of its members regarding the floating holidays, will observe the regularly scheduled workday preceding Christmas Day as a floating holiday in calendar year 2024 and for the remainder of the term of the contract.
- 5. Revise the first sentence in Article 12.01 c. Grievance Steps, Step 2. to read as follows: "Step 2. The immediate Supervisor, the Group Supervisor (or equivalent position), the Shop Steward and the Group Steward will attempt to settle the grievance within five (5) working days of its receipt and the answer shall be in writing."
- 6. Article 4.02 Workday
  - a. In the second paragraph of Article 4.02 delete the language that reads: "deployed or assigned to a complex team or assigned to an area within one of the complexes."
  - b. Revise letter c to read: "The lunch break is 30 minutes; however, it may be combined with the 30-minute afternoon coffee break for a total of 60 minutes which is inclusive of travel time, wash-up, the afternoon break, and lunch. If the afternoon coffee break is not combined with lunch, this break will be taken in place (wherever the employee is working at the time of the break)."
  - c. Deleted paragraph e.
  - d. Delete the last paragraph of Article 4.02

7. It is agreed that the Plumbers do not need to be teamed up with the Fire Alarm Electricians when testing of the fire alarm system does not involve any sprinkler, fire suppression, or piping systems, i.e. testing involves the fire detection systems only.
8. To separate the clerk role within the Operational Support and Planning Division's warehouse from the P&PM Clerk position, create the job title, "Warehouse Clerk" at the same pay rate as the P&PM Clerk. Also create a "Warehouse Senior Clerk" job title at the same pay rate as the P&PM Senior Clerk.
  - a. The job description for the P&PM (Senior) Clerk shall be revised to reflect its duties within Property Management Group within the Procurement and Property Management Division and the Warehouse (Senior) Clerk's job description shall reflect its duties within the Operational Support and Planning Division's warehouse.
9. Eliminate Tool Crib Attendant position at LG6 and eliminate the Tool Crib Attendant PE (Plant Engineering) which is a LG6A. Create Tool Crib Attendant position at LG6A with the following job description:
  - a. "Under minimum supervision, responsible for the complete and full-time operation of a tool crib. Receives and issues supplies, material, tools, and equipment. Responsible for checking conditions and quantity of items received and issued, and for maintaining stock at proper inventory level. Maintains tool crib in an orderly and efficient manner. Maintains records and performs paper work necessary for operation of tool crib. Assists in inventory taking. Responsible for confined space meters including and not limited to maintaining certification from manufacturer, inventory of replacement parts, reviews preventive maintenance program, yearly calibration and daily bump testing program. Maintains ariel lift web site, including load on and off requests, out of service notifications, and electronic calendar for scheduling purposes. Maintains inventory of tool cribs using Maximo maintenance software or equivalent for short-term loan of tools and equipment. Maintains dialectally tested insulated gloves program for appropriate trades."
10. Elimination of the requirement for CDL license for onsite driving:
  - a. The Laboratory will eliminate the requirement for a CDL license to perform driving onsite. Therefore, employees in the HEMO, Rigger, and Master Rigger classifications are no longer required to have a CDL to perform driving duties onsite.
  - b. The employees listed in Attachment A are employees in the HEMO, Rigger, and Master Rigger classifications who had been required to obtain a CDL and/or endorsement(s) per the 2015 MOA, or who already had a CDL and/or endorsement(s) and were being paid a premium for which they were "Red Circled" per the 2015 MOA. These employees will keep their current premiums, as indicated, so long as they maintain the CDL license and endorsement(s)

associated with those premiums; this includes employees "Red Circled" per the 2015 MOA.

- c. Employees in Attachment A will be responsible for any costs associated with the renewal and maintenance of their own license and endorsement(s).
- d. Any loss of their license and/or endorsement(s) will result in the loss of the associated premium pay.

#### 11. Custodians Transition to OS1 Cleaning

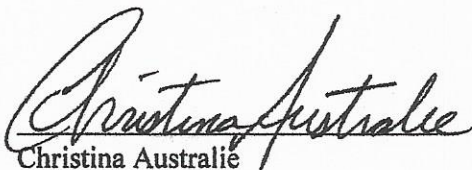
- a. The Laboratory will transition cleaning operations to OS1 standards across all buildings, as it deems appropriate. Accordingly, all IFM Custodians, which include the classifications, Custodians (LG2) and Laboratory Custodians (LG3), will be required to become OS1 qualified to meet this operational requirement.
- b. The Laboratory will begin training and qualifying all LG2 Custodians and LG3 Laboratory Custodians, who are fit to perform OS1 duties, to the OS1 standards over the term of the contract as follows:
  - i. There are currently eighteen (18) LG2 Custodians and five (5) LG3 Laboratory Custodians, see Attachment B.
  - ii. Beginning August 1, 2023, and each contract year thereafter, the Laboratory will offer the LG2 Custodians and LG3 Laboratory Custodians, by the Laboratory seniority listed in Attachment B, training to be OS1 qualified.
  - iii. All employees who accept this offer will be referred to the OMC for a functional capacity evaluation/physical clearance examination. Once an employee passes all of the screenings/evaluations required by the OMC and is cleared to perform OS1 duties, they will begin OS1 training.
    - 1. LG2 Custodians will enter the OS1 Custodian classification at LG3 and the LG3 Laboratory Custodians will be upgraded to LG4, effective the date the OMC clears the employee to perform OS1 duties.
    - 2. Eight (8) weeks post OMC clearance the employee will be added to the overtime list and available for OS1 overtime.
- c. Should no employee or less than six (6) employees from Attachment B accept the offer, the Laboratory shall have the right to force a number of the most junior employees listed in Attachment B to comply with the training and qualification process to become OS1 qualified, such that at least six (6) employees in total are being trained in any contract year. These employees must participate in this process in good faith.

- d. By the end of the term of the contract all of the above referenced (18) LG2 Custodians and (5) LG3 Laboratory Custodians who are fit to perform the duties of the OS1 should be qualified or are in the process of qualifying, to do so.
  - e. It is agreed that if any LG2 Custodian listed in Attachment B cannot pass the functional capacity evaluation/physical clearance examination required by the OMC to be an OS1 Custodian, they shall remain at LG2 for the term of the contract.
  - f. It is agreed that if any LG3 Laboratory Custodian listed in Attachment B cannot pass the functional capacity evaluation/physical clearance examination required by the OMC they shall remain at LG3 for the term of the contract. It is understood that any future vacancies in the Laboratory Custodian classification will require the employee to be OS1 qualified.
  - g. Eliminate the Lamp Cleaner LG4 classification.
  - h. Revise the Laboratory Custodian job description to incorporate the Lamp Cleaner duties, and have it read as follows:
    - i. "Performs necessary cleaning duties of contaminated floors, walls, windows and other surfaces and equipment in laboratories, offices or other buildings. Wears protective clothing such as respirators, gloves, as required. Uses mops, brushes, vacuums and other necessary equipment. Performs janitorial duties when not employed on contamination cleanup. As directed, cleans a variety of light fixtures in offices, shops and buildings using detergents and other cleaning agents. Generally, cleans fluorescent and incandescent light fixtures excluding high intensity mercury lighting. Takes standard safety precautions with specific respect to electrical equipment encountered. Reports the occurrence of light fixtures, wires and related electrical equipment needing repair. Works from ladders and scaffolds as necessary. May operate fixed building cranes and drive pickup type truck as required by described duties. Performs window washing."
    - i. In the case of a layoff, LG1 Custodians (if any), LG2 Custodians (if any), OS1 Custodians, LG3 Laboratory Custodians (if any), and LG4 Laboratory Custodians will be combined onto one list, and the order of lay off will be determined by Laboratory seniority.
12. The Laboratory will offer the OS1 Custodians the use of shirts, pants, and a jacket.
13. Firefighters:
- a. Contract clean up:
    - i. Add the Firefighter/ALS classification to the wage charts in Appendix D.

- ii. Revise Footnotes on Appendix D (b) to read as follows: "There must be a minimum of 18 certified Firefighter/EMTs and/or Firefighter/ALS at all times, so those opting to lose their EMT certification may only do so based on seniority until the required number is reached."
  - b. Change the Firefighter/ALS pay premium from \$2.00 above the going rate of the Firefighter/EMT to 7% above the going rate of the Firefighter/EMT.
- 14. **Term:** Change the dates in Article 15.01 to provide that the contract will be in effect from August 1, 2023 through July 31, 2026. All other language in this section will remain the same.
- 15. **Wage Increases (All Appendices):** Revise all wage rates as follows:
  - a. Effective August 1, 2023: Increase all rates by 4.75%
  - b. Effective August 1, 2024: Increase all rates by 3.5%
  - c. Effective August 1, 2025: Increase all rates by 3.25%
- 16. **Contract Clean-up (MOA only):** Within two weeks of ratification, the parties will meet and attempt to clean up any language in the contract that's outdated or incorrect.
- 17. **Ratification:** This agreement is subject to ratification by the IBEW Local 2230 membership.

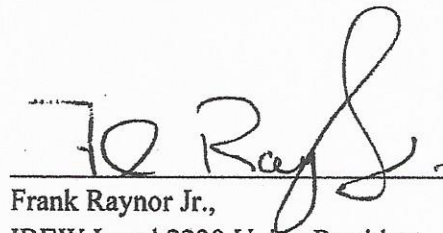
Executed this 26<sup>th</sup> day of July, 2023.

**For the Laboratory:**

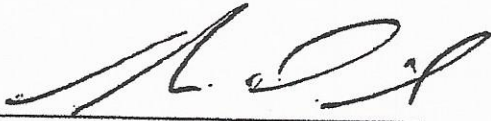


Christina Australie  
Labor Relations Manager  
Chief Negotiator, Management

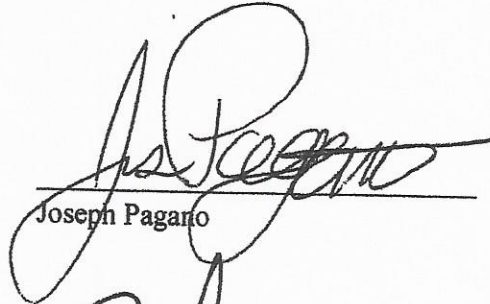
**For the Union:**



Frank Raynor Jr.,  
IBEW Local 2230 Union President  
Chief Negotiator, Union



Thomas Daniels  
Interim Deputy Director for Operations

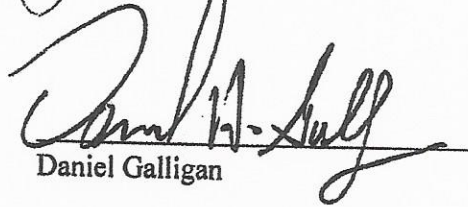


Joseph Pagano

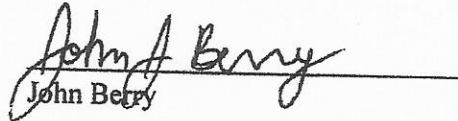
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McQueen

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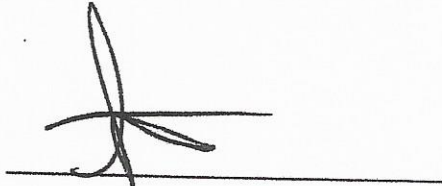
Michelle McQueen  
Interim ALD, Facilities & Operations



Daniel Galligan



John Berry



Steve Strelecki