

**SIDE LETTER
LBNL ADVANCED LIGHT SOURCE**

Lawrence Berkeley National Laboratory (LBNL) and University Professional and Technical Employees (UPTe) are parties to a collective bargaining relationship. LBNL and UPTe agree that unless and until changed pursuant to the terms of this Side Letter Agreement or the overall UPTe-UC contract covering the employees covered by this Side Letter, LBNL's Advance Light Source will continue to schedule and compensate covered employees in accordance with its current (i.e., effective on June 20, 1997) work schedules, which provide for employee work 24-hours per day, seven days per week, consecutive days off, and no rotation involving the owl shift.

A. Changes in Work Shifts

During the life of this Agreement, the Employer may institute new work shifts, which include elimination of one or more shifts and/or changes in work weeks. Any changed work shift will be first offered to employees in order of their classification seniority. If an insufficient number of employees select the new shifts/weeks, the Employer will assign employees to it in inverse order of classification seniority. However, in all cases, all employees going to the new shift/week must, in the Employer's judgment, currently have the requisite knowledge, skill, and efficiency to perform the work. The employer's judgment must be exercised in good faith and is subject to the grievance-arbitration procedures.

B. Changes in Shift Assignments

Changes in regular shifts must be posted at least 30 calendar days in advance except in cases of emergency or except where the employee involved agrees in writing to waive the period of notice. In this event, a copy of the written waiver shall be furnished to the Union. No employee shall be compelled to enter into any such waiver.

Where the proper 30 days notification is not given, except in bona fide emergency situations, the first day of the shift change shall be paid for at the overtime rate of time and one-half.

The Employer may make temporary shift changes for business reasons, which do not include discipline. The affected employees shall be notified of the expected duration of the shift change.

Temporary shift changes must be posted at least 30 calendar days in advance except in cases of emergency or except where the employee involved agrees in writing to waive the period of notice. In this event, a copy of the written waiver shall be furnished to the union. No employee shall be compelled to enter into any such waiver.

Where the proper 30 days notification is not given, except in bona fide emergency situations, the first day of the shift change shall be paid for at the overtime rate of time and one-half.

Pairs of employees can request shift exchanges which shall be granted, if in the

Employer's judgment the employees currently have the requisite knowledge, skill and efficiency to perform the work. The Employer's judgment must be exercised in good faith and is subject to the Grievance and Arbitration procedures.

This Side Letter agreement supersedes any conflicting or different LBNL RPM provisions. However, the RPM's "Hours of Work" and "Reduction in Force" provisions shall remain in effect, except to the extent, if any, to which they are changed by the "Big Table" negotiations for the overall UPTe-UC contract. This Side Letter does not change any RPM provisions other than those addressed herein.

This Side Letter Agreement shall be in effect for two years or the life of the overall UPTe-UC contract covering LBNL ALS employees, whichever is longer.

University Professional and
Employees

Lawrence Berkeley National Technical
Laboratory

_____/S/_____

Libby Sayre

Date: 6/20/97

_____/S/_____

Michael W. O'Neil

Date: 6/20/97