AGREEMENT BETWEEN

UCHICAGO ARGONNE, LLC.
(Operator of Argonne National Laboratory)
hereinafter referred to as the "Laboratory"

and

SEIU LOCAL 73,
Firefighters
Service Employees International Union
CTW
hereinafter referred to as the "Union"

Effective August 8, 2015
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ARTICLE I

PURPOSE, AND APPLICATION AND SCOPE OF AGREEMENT

Section 1.1 PURPOSE

It is the intent and purpose of UChicago Argonne, LLC ("Argonne" or the "Laboratory"), Service Employees International Union Local 73, CTW (the "Union"), and the employees covered by this Agreement (collectively, the "Parties") to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes, or other interferences with the work of the Laboratory during the life of this Agreement; and, in general, to promote harmonious relationships between the Laboratory and its employees and the Union. It is the goal of the Parties to enable the Laboratory to fulfill the requirements of Contract DE-AC02-06CH11357 (as amended from time to time) between the United States Government Department of Energy ("DOE") and UChicago Argonne, LLC, including, but not limited to, to support the defense and security of the United States as deemed necessary by DOE, and to promote and support international leadership in scientific and technological research. Accordingly, it is the objective of the Parties that this Agreement allow the Laboratory to fulfill these contractual requirements of Contract DE-AC02-06CH11357 ("Prime Contract") as amended from time to time without any interference resulting from differences between the Parties.

Section 1.2 APPLICATION AND SCOPE

This Agreement applies only to the employees of UChicago Argonne, LLC working at the research facility known as Argonne National Laboratory located at the Argonne, Illinois site, who are included in the collective bargaining unit certified January 17, 2007, as a result of National Labor Relations Board Case No.13-RC-21560 and additionally certified on July 31, 2015 as a result of National Labor Relations Board Case No. 13-RC-154045. This Agreement shall be binding upon UChicago Argonne, LLC, its successors and assigns, but in the event of termination, cancellation or assignment of the aforementioned Prime Contract, UChicago Argonne, LLC shall be released from all obligations under this Agreement.

Section 1.3 GENDER

Wherever "man," "men," or their related pronouns appear in this agreement, either as words or as parts of words (and other than with obvious reference to named male individuals), they are meant in their generic sense (i.e., to include both females and males).
ARTICLE II
RECOGNITION

Section 2.1 RECOGNITION

The Laboratory recognizes the Union as the exclusive collective bargaining agent with respect to rates of pay, hours of work, and conditions of employment for all full-time and regular part-time employees in the job classifications of Firefighter, Lieutenant and Dispatcher/Day Shift Firefighter who are employed by UChicago Argonne, LLC at the research facility located at the Argonne, Illinois site and known as Argonne National Laboratory, excluding office and clerical employees, professional employees, and supervisory employees as defined in the National Labor Relations Act, as amended, and all other employees.

Section 2.2 EMPLOYEE DEFINED

The term "employee" as used in this Agreement means any person represented by the Union as provided in Section 2.1, except where this Agreement clearly states otherwise.

Section 2.3 ASSIGNMENT OF WORK

The Laboratory will not assign routine tasks to employees after 6 p.m. unless deemed necessary by management based on operational requirements. Routine tasks do not include emergency response activities, fire watches, night drills, training classes and films and unanticipated Fire Department activities requested by other organizational units of the Laboratory.

Firefighters, Lieutenants and Battalion Chiefs have all historically been assigned particular Fire Department assignments such as Safety Officer, EMS Coordinator, Communications Officer, Apparatus Officer, etc. The parties recognize that both bargaining unit personnel and nonbargaining unit personnel shall continue to be eligible for such assignments.
ARTICLE III
MANAGEMENT

Section 3.1 MANAGEMENT RIGHTS

The Union recognizes that the Laboratory management shall continue to exercise its exclusive responsibilities to manage the Laboratory and direct the working forces. Among the exclusive rights of management, but not as a wholly inclusive list of them, are the rights to plan, direct and control Laboratory operations; to select, instruct and direct the working forces; to hire, promote, assign, retire, transfer, and to suspend, discharge and otherwise discipline employees for just cause or as provided elsewhere in this Agreement; to determine the qualifications and competency of employees to perform work; to schedule the working hours; to make and enforce rules; to establish and enforce health and safety requirements; to lay off or release employees from duties because of lack of work or for any other legitimate reason; to introduce new and to change existing operational methods, materials or facilities, and to determine job content; provided, however, that in the event of a discharge the employee involved or the Union may process his discharge as a grievance by initiating action in Step Three of the Grievance Procedure and thereafter the grievance shall be processed in accordance with the Grievance Procedure and may be taken to arbitration, unless precluded from the grievance process or arbitration by other provisions of this Agreement. The exercise of management's rights shall not conflict with any of the other provisions of this Agreement. The choice, control and directions of the supervisory staff is vested exclusively in the Laboratory.

Section 3.2 SECURITY RESPONSIBILITY

It is understood that the United States Government, through the agency or agencies responsible for the administration of the energy program, may request the Laboratory to deny employment to, or to remove from the work, any person whose employment or continued employment is deemed prejudicial to the interests of the Government. In the event the Laboratory is requested by the Government for any reason to deny employment to, or remove from the work, any person, the Union shall abide by such determination by the Government; and no grievances may be processed through the Grievance Procedure nor submitted to arbitration with respect to such determination. Nothing in this Agreement shall alter, diminish, or in any way affect the obligation of employees as expressed in the Security Acknowledgment, Privacy Act Statement and Clearance Criteria which each employee may be required to execute as a condition of employment; nor shall any provision of this Agreement affect any rights or remedies available through the United States Department of Energy procedures to a person whose denial or termination of employment, or continued employment, is requested by the Government. Any employee who is removed from the work at the request of the Government, but whose clearance is subsequently restored, shall, upon reinstatement, receive back pay from the date of removal, and the seniority of such employee shall include all such time in addition to his accumulated seniority.

Section 3.3 EMPLOYEE BENEFIT PLANS

Employees who meet the eligibility requirements may participate in the employee benefit plans available to non-exempt employees on the same terms and conditions and at the same cost as other non-exempt employees and as detailed in the Summary Plan Descriptions and plan documents. Any modifications to existing benefit plans that affect non-union, non-exempt employees at the Laboratory shall be made applicable to members of the bargaining unit without further negotiation.
ARTICLE IV
UNION SECURITY

Section 4.1 UNION SHOP

All employees shall within thirty (30) days after the date of execution of this Agreement, or within thirty (30) days following the beginning of their employment, whichever is the later, become members of the Union and shall thereafter, during the life of this Agreement remain members of said Union and, in default thereof, shall, upon the written request of the Union, be discharged by the Laboratory provided, however, that the Laboratory shall not be required to discharge or discriminate against any employee for nonmembership in the Union if such membership is not made available to the employee on the same terms and conditions generally applicable to other members or if membership is denied to the employee or terminated for reasons other than failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

Section 4.2 HIRING

Subject only to the provisions of the preceding Section 4.1, the Laboratory shall have the right to hire such persons as it may from time to time require without regard to the union affiliation of such person.

Section 4.3 WITHDRAWAL PERIOD

The Union and the Laboratory agree that, notwithstanding the provisions of Section 4.1, any employee shall have the right to withdraw from Union membership by giving written notification to the Union by registered mail, with a copy by registered mail to the Laboratory, postmarked between thirty (30) and fifteen (15) calendar days before the termination of this Agreement. Such withdrawal from Union membership shall take effect as of the day after the termination of the Agreement.

Section 4.4 UNION MEMBERSHIP

The Union agrees that initiation fees and membership dues charged as a condition for becoming or remaining a member of the Union shall not be discriminatory or excessive.

Section 4.5 UNION ACTIVITY

The Laboratory agrees that it will not discriminate against, interfere with, restrain, or coerce any employee because of membership in the Union. The Union agrees that its officers, members, stewards, and agents will not engage in Union activity on the Laboratory’s time (not including casual personal conversations between employees), or in such manner as to interfere with the efficient operation of the Laboratory and, further, that there shall be no solicitation or payment of dues, fees, fines or assessments on the Laboratory’s time or in such manner as to interfere with the work or attendance at work of any employee.

Section 4.6 DEDUCTIONS FOR UNION DUES AND INITIATION FEES

Upon receipt of proper written authorization from an employee, the Laboratory agrees to deduct from the wages of the employee and to forward to the Treasurer of the Service Employees International Union, Local 73, SEIU, CTW, union dues and initiation fee in such sum as may be established from time to time by said Local 73 in accordance with its constitution and the
constitution of the Service Employees' International Union. The amount of such dues and initiation fee shall be certified in writing by the Treasurer of Local 73, provided, however, that any change in amounts shall not become effective until the month following receipt of certification from the Treasurer.

Deduction for dues and initiation fee shall be made on the first payday of each month commencing with the month following the date of the authorization. If, during any pay period when a deduction for Union dues and initiation fee would have been made hereunder, an employee has not earned sufficient wages to cover his Union dues and initiation fee after all other authorized deductions have been made, no deduction for Union dues and initiation fee will be made that pay period, however, additional deductions will be made in every pay period in which sufficient wages were earned until all back union dues and initiation fee have been deducted. Upon receipt of proper written notification from the employee that he is revoking his authorization, the Laboratory will cease deducting dues and initiation fee from his pay. The employee shall send a copy of notification to the Union.

Section 4.7 INDEMNIFICATION

It is understood and agreed that the Union will indemnify the Laboratory and save it harmless from any and all claims which may be made against it by an employee or for amounts deducted from wages as provided herein.
ARTICLE V
CONTINUITY OF OPERATIONS

Section 5.1  STRIKES - DISCIPLINE

The Union shall not instigate, promote, cause, participate in or recognize, nor authorize employees to instigate, promote, cause, participate in or recognize any strike, work stoppage, slow down, interruption of work, picket line, secondary boycott or other interference of any kind with operations. The Union guarantees fully to support the Laboratory in maintaining operations. Employees shall not instigate, promote, cause, participate in or recognize any strike, work stoppage, slow down, interruption of work, picket line, secondary boycott or other interference of any kind with operations, whether brought about by SEIU Local 73, ("Union") or any of its members whether or not a member of the firefighters bargaining unit or by any other union or group of employees or bargaining unit of the Laboratory or by any individual, group or union, with or without the authority or support of the Union; and violations shall be complete cause for immediate discharge or any other disciplinary action the Laboratory deems appropriate, for any one or more of the violators and provided that such discipline shall not be awarded where an employee fails to report for work because there exists reasonable grounds to believe that the employee will be subjected to violence if he does report for work. Furthermore, in the event that any employee represented by the Union violates this Section 5.1, the Union shall immediately use its best efforts to end such violation and to restore conditions to the status existing prior to the violation(s). The Union's activities, in using its best efforts to restore compliance with this Article V, shall include, but not be limited to, posting notices in conspicuous Laboratory-designated locations, around the Argonne site. Such notices shall express the disapproval of the Union as to the violation and shall direct those employees represented by the Union in a course of action designed to terminate the violation and to restore conditions to the status existing prior to the violation.

Section 5.2  LOCKOUTS

There shall be no lockout by the Laboratory during the life of this Agreement. The exercise of management's rights shall not constitute a lockout when these rights are exercised in accordance with Section 3.1.

Section 5.3  DISCHARGES

If it is contended that any employee discharged for a violation of this Article V did not in fact commit such violation, the discharge may be processed as a grievance by initiating action in Step Three of the Grievance Procedure within seven (7) days. The grievance shall be processed in accordance with the Grievance Procedure from there on and may be taken to arbitration solely on the issue of whether the employee did or did not commit a violation of this Article V.
ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1 UNION REPRESENTATIVES

The Laboratory agrees to recognize three employees as members of the Stewards' Council. The Council shall not exceed three (3) members (which may be alternated at the Union's discretion) for purposes of grievance hearings. Each Steward shall be an employee of the Laboratory. The Union will not request the Laboratory to recognize any employee as a Steward who has not been employed for at least one year. The Union will notify the Laboratory in writing, addressed to the Employee Relations Manager, of any changes in the personnel of its Council at least two calendar weeks in advance of the date on which the new Steward becomes authorized to act on behalf of the Union.

Section 6.2 GRIEVANCE DEFINED

For the purposes of this Agreement, a grievance is defined as a difference of opinion between the Laboratory and an employee with respect to the meaning or application of the provisions of this Agreement or with respect to the question of whether a discharge or suspension has been imposed without just cause. Grievances must be reduced to writing on a form provided by the Laboratory and filed for processing through the Grievance Procedure. To be valid, a grievance must contain a detailed statement of the complaint, the section(s) of this Agreement that the grieving party(ies) believe have been violated, the requested remedy, and the signatures of the aggrieved party(ies).

Section 6.3 INFORMAL PROCEDURE

Any employee may consult directly with a member of his immediate supervision on any matter. Such meeting does not necessarily convert such matter to a grievance. The supervisor will respond to such complainants and may try to adjust them. In the event a satisfactory adjustment is not made, the matter may become a grievance, if it meets the definition of a grievance contained in Section 6.2 of this Article, and the Grievance Procedure may be followed. This must be done within ten (10) days from the occurrence of the incident, or the acquisition of direct knowledge by the employee from Laboratory or Fire management of the condition which gave rise to the complaint, and if more than said ten (10) days elapse, the employee shall be barred thereafter from processing the complaint as a grievance.

Section 6.4 INDIVIDUAL GRIEVANCES

Any employee shall have the right to present a grievance to, and discuss it with, the Laboratory management and to have such grievance adjusted, without the intervention of the Union, a Union Steward, or other representative of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement; and provided that a Union Steward or other representative has been given an opportunity to be present at such adjustment.

Section 6.5 GRIEVANCE PROCEDURE

Grievances shall be processed in accordance with the following procedure. In those cases where an employee desires to process his grievance in accordance with Section 6.4, the Union Steward or other representative of the Union shall have an opportunity to be present only at the adjustment thereof.
Step One: Between the aggrieved employee or employees, the appropriate Union Steward, and the Department Head or his authorized representative. The grievance must be presented, in writing, signed by the aggrieved employee or employees, in one (1) copy on forms furnished by the Laboratory. The Department Head or his authorized representative shall have five (5) days from the date of the hearing, or ten (10) days from the time he receives the grievance if no hearing is held, in which to announce a decision in writing. If the grievance is to be appealed to Step Two, this must be done within five (5) days following the date of the decision of the Department Head, or in the event no decision is announced, within five (5) days immediately following the expiration of the initial five (5) or ten (10) day period, whichever is applicable. If no appeal has been filed within such five (5) or ten (10) day period, further processing shall be barred.

Step Two: Between the aggrieved employee or employees, the appropriate Union Steward and the Employee Relations Manager or authorized representative. The grievance must be appealed, in writing, signed by the aggrieved employee or employees, in one (1) copy on forms furnished by the Laboratory. The Employee Relations Manager or his authorized representative shall have five (5) days from the date of the hearing, or ten (10) days from the time he receives the grievance, if no hearing is held, in which to announce a decision in writing. If the grievance is to be appealed to Step Three, this must be done within ten (10) days following the date of the decision of the Employee Relations Manager; or, in the event no hearing is held nor a decision is announced, within ten (10) days immediately following the expiration of the ten (10) day period. If no appeal has been filed within such ten (10) day period, further processing shall be barred.

Step Three: Between the aggrieved employee or employees, the Union Steward, a representative of the International Union and a Legal Representative of the Laboratory. The grievance must be appealed in writing, signed by the aggrieved employee or employees, in one (1) copy on forms furnished by the Laboratory. The Legal Representative shall have ten (10) days from the date of the hearing, or twenty (20) days from the time he receives the grievance if no hearing is held, in which to announce a decision in writing. In the event no hearing is held nor a decision announced, the time limits set forth in Section 7.1 for referral to arbitration shall commence to run immediately following the expiration of the aforesaid ten (10) day period.

Section 6.6 TIME LIMITS

All the time limits in this Article VI are exclusive of Saturdays, Sundays, and days officially recognized by the Laboratory as holidays. Extensions of time will be granted for either party if such request is made prior to the expiration of the time limits set forth in Sections 6.3 and/or 6.5.

Section 6.7 PAY FOR GRIEVANCE TIME

No employee shall lose pay for time he spends during his regularly scheduled working hours in the processing of his own grievance, nor shall any employee-member of the Union Steward’s Council lose pay for time he spends during his regularly scheduled working hours in processing grievances; provided, that the Laboratory shall not be obligated to pay for any time beyond a reasonable amount, as determined by the Laboratory, spent by employees in processing grievances. The Laboratory shall not be required to pay for any time spent by any employee or Union representative in the arbitration procedure.
Section 6.8  HANDLING GRIEVANCES AND OTHER UNION BUSINESS

Employee-members of the Steward’s Council may not solicit but may receive, discuss and handle grievances (as provided in this Article VI) on the premises of the Laboratory during their working hours. No employee-member of the Steward’s Council shall receive, discuss or handle grievances without first receiving permission from his supervisor. Such permission will be granted as soon as possible, provided that it does not interfere with operational requirements.

Section 6.9  PROBATIONARY EMPLOYEES

Grievances may not be presented in connection with any termination (whether by discharge, layoff, release, or otherwise) of probationary employees.
ARTICLE VII
ARBITRATION

Section 7.1 ARBITRATION PROCEDURE

Any grievance which has been processed through the Grievance Procedure and not satisfactorily adjusted in Step Three of the Grievance Procedure may be referred in writing by the Union to the Laboratory for arbitration no later than fifteen (15) calendar days after the final decision in Step Three of the Grievance Procedure is issued, or the grievance shall be barred from arbitration. The parties shall meet for the purpose of agreeing upon an arbitrator. In the event they are unable to reach such agreement within thirty (30) calendar days after the written request for arbitration is received by the Laboratory, the parties shall request the Federal Mediation and Conciliation Service to submit a list of arbitrators from which they shall select an arbitrator. The proceeding shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association, provided, however, that in the event of any conflict between said rules and this Article, the provisions of this Article shall govern. The parties shall submit the grievance to be arbitrated in a written stipulation to the arbitrator. Each party shall pay its respective expenses, but all expenses and fees in connection with the arbitrator's services and the court reporter shall be borne equally by the Laboratory and the Union.

Section 7.2 AUTHORITY OF ARBITRATOR

The award of the arbitrator shall be in writing and shall be final and binding upon the Laboratory, the Union, the employee or employees involved and all other employees in the bargaining unit. The arbitrator may consider and decide only the particular grievance or grievances presented to him in the written stipulation of the Laboratory and the Union, and his decision shall be based upon an interpretation of the provisions of this Agreement. The arbitrator shall not have the right to amend, take away, modify, add to, change or disregard any of the provisions of this Agreement. If the arbitrator finds that a discharge or suspension imposed by the Laboratory is in violation of this Agreement, or has been applied without just cause, he may set aside the particular penalty. In cases of grievances involving loss of time or money, the parties may agree to, or the arbitrator may order, reinstatement and/or back pay, but in no event shall back pay be awarded for any period of time prior to fourteen (14) calendar days before the date the grievance was submitted, in writing, in the Grievance Procedure.
ARTICLE VIII

SENIORITY RATING

Section 8.1  SENIORITY RATING

The seniority of each employee is his relative position with respect to other employees in the bargaining unit based on the length of his service in the job classification within the Fire Department. Any time off on leave of absence without pay beyond the first sixty (60) calendar days shall not be included as service in determining an employee's seniority, except that time off on leave of absence for reason of illness or injury as provided in Section 12.4, shall be included as service in determining an employee's seniority. Effective January 18, 1984, seniority accrual shall continue during layoff status subject to the provisions of Section 8.4 LOSS OF SENIORITY.

Section 8.2  REDUCTION IN FORCE

In the event of a reduction in force, employees will be retained for available jobs on the basis of their seniority within the classification.

Section 8.3  RECALL

In case of a recall within a classification, employees on layoff with the greatest seniority within the job classification will be recalled first. A copy of the recall notice sent to the employee will be sent to the Union. If operationally necessary, the Laboratory may temporarily fill any vacancy without waiting for a recalled employee to respond to the recall notice provided, however, that upon the employee's timely reporting to the Laboratory, he shall be assigned to a duty shift within twenty-four (24) hours.

Section 8.4  LOSS OF SENIORITY

An employee's seniority shall terminate when that employee:

(a) is terminated or resigns;
(b) fails to report for work at the termination of an authorized leave of absence or excused absence;
(c) has been laid off and fails to report for work within fourteen (14) calendar days after the date a written notice of recall is sent via next day delivery to the employee at the most recent address contained in the Laboratory's official employment records, unless the employee furnishes satisfactory proof within the same fourteen (14) calendar days of inability to report for work due to medical reasons. The Laboratory may fill the position with another employee, but seniority of the medically incapacitated employee shall not terminate for failure to report for work except that such seniority shall terminate as provided in paragraph (d);
(d) is laid off from work for eighteen (18) continuous months;

An employee who is sent written notice of recall must: (1) advise the Laboratory of his intention to return within three (3) normal business days after the date the notice of recall is sent; and (2)
must also report for work within fourteen (14) calendar days after the date the written notice is sent or he shall lose his seniority.

Nothing in this Section 8.4 shall restrict the Laboratory from terminating the seniority and employment of an employee under Section 3.1 of this Agreement. An employee reemployed after termination of seniority, caused by any of the foregoing reasons, shall be considered a new employee.

Section 8.5 STATUS OF SUPERVISORS

Supervisors shall retain the amount of seniority which they had accumulated prior to their promotion and continue to accumulate seniority for one year following their promotion. If a supervisor returns to the bargaining unit within one year after his promotion, he shall be credited with all the accumulated seniority which he earned prior to his promotion. If a supervisor returns to the bargaining unit more than one year after his promotion, he shall not be credited with any seniority.

Section 8.6 PROBATIONARY EMPLOYEES

A new employee shall be considered a probationary employee until he has had twelve (12) months of service, after which, if he is retained, his length of service shall date from twelve (12) months prior to the close of such probationary period. New employees must be Illinois State certified Firefighters, as a condition of employment. Notwithstanding the foregoing requirement, management, at its discretion, may hire employees without the Firefighter certification; but such employees must be certified Firefighters at least one month before the end of the probationary period.

Section 8.7 SENIORITY LISTS

The Laboratory agrees to compile and furnish to the Union a list showing the seniority of each employee in the bargaining unit by job classification as of the effective date of this Agreement and to furnish a new seniority list to the Union semiannually thereafter as long as this agreement is in effect.

Section 8.8 POLICY ON HIRING AND PROMOTIONS

The Laboratory shall follow its internal policy on talent acquisition for hire and promotion of bargaining unit employees, except that promotional opportunities within the Fire Department shall be posted internally on the Fire Department bulletin board for a period of two weeks. If no internal candidates are selected, the position may be posted externally. The Laboratory shall select the most qualified applicants for job openings. The Laboratory shall make such selections based on overall suitability for the positions, including qualifications and work experience and shall give consideration to applicants with experience within the Argonne Fire Department.
ARTICLE IX
HOURS, OVERTIME AND PREMIUM PAY

Section 9.1 INTENT OF PARTIES

This Article IX is intended only to provide a basis for computing premium pay, and no provision of this Agreement (other than Sections 9.4 and 9.8) shall be construed as a guarantee of a minimum number of hours of work per day or per week, or pay in lieu thereof, nor a limitation on the maximum number of hours per day or per week which may be required to meet operating conditions.

Section 9.2 DEFINITIONS

(a) The payroll week of each employee shall commence at the time on Monday at which his daily schedule of work normally commences (whether or not he actually works on Monday) and shall consist of the next seven consecutive twenty-four (24) hour periods.

(b) The workday of each employee shall commence with the time each calendar day at which the employee is scheduled to start work and shall run for the next twenty-four (24) hours. The normal workday for Firefighters will commence at 0800. The normal workday for Lieutenants will commence at 0730.

(c) Basic hourly rate is defined as the hourly rate of an employee, excluding any premium pay.

Section 9.3 WORK SCHEDULE AND PREMIUM PAY FOR OVERTIME

Normally the Laboratory will require a combination of two forty-eight hour weeks (including scheduled sleep periods) and one seventy-two hour week (including scheduled sleep periods) during a three-week cycle (averaging fifty-six hours per week per three-week period). Premium pay will be paid under one of the following provisions:

(a) One and one-half times the employee's basic hourly rate for all hours worked in excess of eight (8) in any workday.

(b) If an employee is requested to work outside of his regular schedule (whether 48 hours or 72 hours in a week), he shall be paid at twice his basic hourly rate for all such hours which are outside his schedule, provided, however, that such hours for which premium pay is paid under this Section shall not be considered for the purpose of determining any premium payments applicable to any other hours for which premium might be paid under any other provision of this Section 9.3.

(c) Two (2) times the employee's basic hourly rate for all hours worked in excess of twenty-four (24) continuous hours.

(d) The normally recognized holidays of the Laboratory are the following:

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>Thanksgiving Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memorial Day</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Day before Christmas</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Christmas Day</td>
</tr>
</tbody>
</table>
Day before New Year's Day

The normal scheduling of platoons in the Fire Department results in approximately three holidays worked per year by Firefighters and Lieutenants. Though this is an average, the number of holidays worked per year by individual Firefighters and Lieutenants may vary considerably. In order to assure a balanced distribution of holiday premium pay, the parties agree that in lieu of payment for work on the above recognized holidays, the holiday premium pay will be paid for hours worked on three days centering around Independence Day, Thanksgiving Day and Christmas Day. The actual premium pay days will be announced by the Fire Department at the beginning of each calendar year. In addition, each Firefighter and Lieutenant may select a Floating Holiday (other than the above premium days) in each calendar year for premium pay purposes. Employees shall receive two times the amount the employee would have received for that hour on a regularly scheduled day for all hours worked on such holidays.

For Firefighters for purposes of computing holiday premium pay, the holiday shall commence at 8:00 a.m. on the calendar day designated for premium pay and shall run for the next twenty-four (24) hours. For Lieutenants for purposes of computing holiday premium pay, the holiday shall commence at 7:30 a.m. on the calendar day designated for premium pay and shall run for the next twenty-four (24) hours.

Provided, that premium payments made in accordance with any of the foregoing subsections shall not be added to the employee's basic hourly rate for the purpose of establishing a new rate on which to compute any additional premium payments, i.e., there shall be no pyramiding of premium pay.

Section 9.4 GUARANTEE OF PAY ON CALL-IN

An employee called in to perform work outside of and not continuous with the employee's scheduled hours, without receiving notice of such unscheduled work, will be paid under any applicable subsection of Section 9.3. In any event, a Firefighter or Lieutenant shall be guaranteed six (6) hours' pay under Section 9.3(b) provided, however, that if such Firefighter or Lieutenant is called in to perform work during an emergency so declared by the Laboratory, he shall be guaranteed six (6) hours' pay under Section 9.3(b).

Section 9.5 AUTHORIZATION FOR PREMIUM TIME

No premium time shall be worked unless first authorized by the employee's supervisor.

Section 9.6 DISTRIBUTION OF OVERTIME

The Laboratory shall maintain records of all overtime. The Laboratory will distribute overtime equally among the employees to the extent that staffing needs, operational requirements and employee qualifications permit. An employee on an unpaid suspension from work shall be charged for overtime hours as if the employee had been offered and refused those overtime hours.

If a combination of Firefighters and Lieutenants are absent, a determination needs to be made as to which absence was approved last, thus dropping manpower below minimum. If the shortage is created by a Firefighter's absence, then the Firefighters shall be offered first. If no Firefighter voluntarily accepts the overtime, mandatory overtime becomes effective for the Firefighters. Under extremely unusual circumstances, a Lieutenant may be offered the Firefighter overtime.
If the shortage is created by a Lieutenant's absence, then a Lieutenant shall be offered first. If no Lieutenant voluntarily accepts the overtime, a Firefighter may be offered the Lieutenant overtime before mandatory overtime becomes effective for a Lieutenant.

Staffing and non-staffing overtime shall not be tracked separately for purposes of overtime distribution. The department's overtime records will be made available to the Union. A new employee will start with overtime balances equal to the average of all other employees on their assigned battalion.

Section 9.7  POSTING WORK SCHEDULES

Each employee's work schedule shall be posted by the Laboratory. Changes required by operational necessity shall be posted on the work schedule. Bargaining unit members affected by the changes will be notified. Those affected will have a period of one week after notification to request that an alternative change be made. Such a request will be honored if acceptable to all parties. The above provision in no way obligates the Laboratory to pay for a scheduled workday which is not worked.

Section 9.8  CONFERENCE AND MEDICAL EXAMINATION TIME

Any employee who is expressly required by a supervisor or any other representative of management to report at the Laboratory outside of his regularly scheduled working hours will be paid for all time spent in conference or examination at his basic hourly rate, plus overtime, if applicable, but the employee shall be guaranteed pay amounting to four (4) times his basic hourly rate. This Section shall not apply to any time spent in investigating, handling or processing a grievance, inasmuch as such time as expressly covered in Section 6.7, nor to call-in time under Section 9.4, nor shall this section be applicable where the employee is already receiving pay for excused absence (including disability leave) on the workday on which the conference or medical examination occurs, nor shall the above mentioned guarantee be applicable where the employee is held after his regular shift.
ARTICLE X

ANNUAL LEAVE

Section 10.1 ANNUAL LEAVE

Annual leave is available for time off from work with pay for excused absences (including personal matters such as serious illness or death in the family, attendance at court, etc.) and disability leave not compensated for under the provisions of Article XI subject to the regulations in Section 10.2. Each employee hired before January 1, 2010 shall earn annual leave benefits based upon the period of his continuous service from his most recent date of employment as shown in the schedule listed below.

<table>
<thead>
<tr>
<th>Period of Continuous Employment</th>
<th>Monthly Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>From date of employment until the second (2\textsuperscript{nd})</td>
<td>14 hours</td>
</tr>
<tr>
<td>anniversary of employment</td>
<td></td>
</tr>
<tr>
<td>From the second (2\textsuperscript{nd}) anniversary of employment</td>
<td>16 hours</td>
</tr>
<tr>
<td>From the fourth (4\textsuperscript{th}) anniversary of employment</td>
<td>18 hours</td>
</tr>
<tr>
<td>From the sixth (6\textsuperscript{th}) anniversary of employment</td>
<td>19 hours</td>
</tr>
<tr>
<td>From the eighth (8\textsuperscript{th}) anniversary of employment</td>
<td>21 hours</td>
</tr>
<tr>
<td>From the twelfth (12\textsuperscript{th}) anniversary of employment</td>
<td>23 hours</td>
</tr>
<tr>
<td>From the fifteenth (15\textsuperscript{th}) anniversary of employment</td>
<td>25 hours</td>
</tr>
<tr>
<td>From the twentieth (20\textsuperscript{th}) anniversary of employment</td>
<td>26 hours</td>
</tr>
<tr>
<td>From the twenty-fifth (25\textsuperscript{th}) anniversary of employment</td>
<td>28 hours</td>
</tr>
</tbody>
</table>

Each employee hired after January 1, 2010 shall earn leave benefits based upon the period of his continuous service from his most recent date of employment as shown in the schedule listed below.

<table>
<thead>
<tr>
<th>Period of Continuous Employment</th>
<th>Monthly Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>From date of employment until the fifth (5\textsuperscript{th})</td>
<td>14 hours</td>
</tr>
<tr>
<td>anniversary of employment</td>
<td></td>
</tr>
<tr>
<td>From the fifth (5\textsuperscript{th}) anniversary of employment</td>
<td>17 hours</td>
</tr>
<tr>
<td>From the tenth (10\textsuperscript{th}) anniversary of employment</td>
<td>20 hours</td>
</tr>
<tr>
<td>From the fifteenth (15\textsuperscript{th}) anniversary of employment</td>
<td>23 hours</td>
</tr>
</tbody>
</table>
Section 10.2 ANNUAL LEAVE REGULATIONS

(a) Annual leave shall be credited to the employee's account in the month following the month in which it was earned. Scheduling of first and second choice annual leave shall be done on a seniority basis by job classification except for short absences provided under Section 10.2(k). Annual leave schedules shall, however, be subject to the other provisions of this section and to operational requirements of the Laboratory.

(b) An employee shall be deemed for all purposes other than computation of annual leave pay to be in annual leave status from the cessation of his work on his last scheduled workday prior to annual leave until the start of his shift on his first scheduled workday following annual leave. If an employee should be called in during his annual leave, he shall receive, in addition to his leave pay, two times his basic hourly rate for all hours worked, but in any event he shall be guaranteed eight (8) hours' pay at his basic hourly rate.

(c) An employee must be in pay status for at least five (5) scheduled workdays in a calendar month to earn annual leave for that month.

(d) Upon termination of employment, employees shall be paid the annual leave benefit earned but not used up to the date of termination.

(e) Absence of an employee immediately preceding or following his annual leave will not be excused except in unusual and unavoidable circumstances.

(f) Each hour of annual leave shall be paid at 4/3 times the employee's basic hourly rate.

(g) Except as provided in Section 10.2(k), an employee may use any annual leave credited to his account but not in increments of less than one full working day. Annual leave credited to an employee's annual leave account may not exceed 336 hours.

(h) Payment in lieu of annual leave will not be made except as provided in subsection (d).

(i) In the event that a death occurs in the immediate family of an employee, he may be allowed to use up to three (3) days from his annual leave account for absences from work occasioned by such an event.

(j) Annual leave will be paid for only on the basis of hours which normally would have been worked. When an employee uses annual leave he shall be paid for such annual leave absence in the same manner as if he had worked (excluding holiday premium pay), and such annual leave shall be counted as worked time for the purpose of computing overtime pay. However, the maximum payment for any date of paid absence shall not exceed the amount that the employee would have received had he worked.

(k) Fifty-six (56) hours of annual leave shall be available for short absences (including nonoccupational disability leave) of less than twenty-four (24) hours each in a calendar year, provided that if any employee does not use his full fifty-six (56) hours in a calendar year, the remainder may be used for such purposes in the succeeding calendar year up to a maximum of 112 hours. Such leave
normally shall be taken in multiples of not less than four (4) hours, except for compelling personal reasons. Except under extraordinary circumstances, approval prior to each absence is required, normally one week in advance. Time off with pay shall be deducted from an employee's annual leave, except authorized absences for military training, jury duty, or occupational or nonoccupational disability compensated for under other sections of this Agreement.

(l) A new employee shall not earn annual leave until he has completed ninety (90) days of service and has been in pay status at least five (5) working days in each of three (3) calendar months at which time he will be credited with annual leave during that period.

(m) Upon recall from layoff, return from leave of absence, or reinstatement following military service, if the employee has retained seniority under Article VIII, his date of employment for the purpose of determining the amount of his monthly accrual of annual leave benefit under Section 10.1 shall be the same as it was immediately prior to his layoff or leave of absence, and he shall commence earning annual leave with the date of his reinstatement. An employee who is rehired shall earn annual leave in the same manner as a newly hired employee.

Section 10.3 SPECIAL PROVISIONS

Notwithstanding subsections (e) and (g) above, the following provisions will apply:

(a) An employee on disability leave with pay, whose paid disability leave expires while he is still disabled, may elect to use at such time any annual leave benefits for which he is otherwise eligible.

(b) An employee who is granted a leave of absence may, with the approval of the Human Resources Department, elect to have the first part of such leave of absence designed as annual leave for which he is otherwise eligible.
ARTICLE XI
DISABILITY LEAVE WITH PAY

Section 11.1 OCCUPATIONAL DISABILITY LEAVE

An employee who is unable to perform his work at the Laboratory due to an accidental injury or occupational illness arising out of and in the course of his employment at the Laboratory will be granted occupational disability leave with pay as hereinafter provided, unless such injury is purposely self-inflicted or is due to willful misconduct, willful violation of plant rules or willful failure to use safety appliances. An employee absent from his work because of such occupational disability may be entitled to benefits under the Illinois Workers' Compensation Act or the Illinois Occupational Diseases Act. The Laboratory will supplement any such payments to which the employee is entitled under these laws so that the total received will equal what the employee would have received if he had actually worked his scheduled hours (excluding holiday premium pay).

In no event shall occupational disability leave under this provision exceed an aggregate of one thousand and eight (1008) hours of scheduled worktime for each such disability. In order to receive payment under this Section 11.1 an employee must satisfy the conditions of eligibility in Section 11.4.

Section 11.2 NONOCCUPATIONAL DISABILITY LEAVE

An employee who is unable to perform his scheduled work at the Laboratory due to illness or injury arising otherwise than out of and in the course of his employment at the Laboratory, will be granted nonoccupational disability leave as hereinafter provided, unless such illness or injury is purposely self-inflicted or due to use of drugs or intoxicants or willful violation of law. An employee satisfying the conditions of eligibility in Section 11.4 shall, beginning with the fourteenth (14th) hour of each continuous absence from scheduled hours of work, receive pay at the same rate he would have received if he had actually worked his scheduled hours (excluding holiday premium pay), provided, however, that an employee who is confined in a hospital on his first calendar day of absence, which confinement lasts 18 hours or more, shall be paid beginning with the first hour of such absence. In no event shall such pay under this Section 11.2 exceed the aggregate number of hours of leave which the employee has accrued as computed in Section 11.3.

Section 11.3 ACCRUAL OF NONOCCUPATIONAL DISABILITY LEAVE

An employee with less than one year's continuous service shall accrue a total of two hundred five (205) hours' nonoccupational disability leave; provided, that the total amount of accrued nonoccupational disability leave shall at no time exceed the number of hours he has actually performed work in the course of his employment. Effective January 1, 2010, employees will accrue nonoccupational disability leave at the rate of two hundred five (205) hours per calendar year provided that: (1) no accrual of nonoccupational disability leave shall accumulate to a total in excess of fourteen hundred and fifty-six (1456) hours; (2) no yearly accrual shall become effective while an employee is not actually working, but shall only become effective on the first day he returns to work; and (3) the calendar year accrual of any employee who is absent without pay for a continuous period of thirty (30) days or more in the prior year shall be determined by multiplying the number of months of actual work by seventeen and one-ninth (17 1/9) hours (a fraction of a month shall be considered as a full month).
Section 11.4 CONDITIONS OF ELIGIBILITY

In order to receive payment under this Article XI, the following conditions of eligibility must be satisfied:

(a) The employee shall notify the supervisor on duty before his scheduled time for starting work that he will be absent due to illness or injury except where excused from this requirement by his supervisor and, further, the employee will call before his scheduled time for starting work on each succeeding day of such absence except where excused from this requirement by his supervisor.

(b) The employee must submit a certificate issued by a licensed doctor of medicine, chiropractor, or podiatrist where requested to do so by his supervisor. However, an employee will not normally be required to submit such a certificate for a one (1) day absence except where there is some indication of possible abuse. An employee will be required to submit such a certificate for an absence in excess of two (2) consecutive scheduled workdays.

(c) Absences will be paid for only on a basis of days which normally would have been worked, provided that no more than sixty-five (65) hours of annual leave may be used for the first thirteen (13) hours of absence for nonoccupational disability leave per calendar year. There will be no payments under this Article XI for any days of disability which fall within an employee's layoff, vacation, leave of absence, or absence excused for reasons other than disability hereunder; nor shall periods of layoff, vacation, leave of absence, or absence excused for reasons other than disability be extended or rescheduled because of any disability commencing during any such period.

(d) All cases of occupational illness or injury must be certified by the Medical Department of the Laboratory after a physical examination. Such absences normally require prior authorization from the Medical Department.

Section 11.5 PAYMENT ON RELEASE FOR HEALTH REASONS

In the event that an employee is released by the Laboratory pursuant to a determination of the Medical Department under Section 13.3, he shall be paid at 4/3 times his basic hourly rate for each hour accumulated in his unused nonoccupational disability leave account as of the date of release. Such payments shall be made weekly, or in a lump sum at the election of the Employee.
ARTICLE XII

EXCUSED ABSENCES

Section 12.1 ABSENCE ON UNION BUSINESS

One employee, with at least one year of continuous service, will be granted excused absences without pay for not more than twenty (20) calendar days per twelve (12) month period of this Agreement, for the purpose of attending conventions as an authorized delegate, provided, that such absences will not interfere with Laboratory operations. In addition, one employee with at least one year of continuous service, whose continued absence is necessary because of duties as a representative of the union, will be permitted excused absence without pay to perform such duties, provided that such absence will not interfere with Laboratory operations. Such employee shall return to the Laboratory all security identification issued to him for such period. The Group Insurance of such employee shall be continued in force during such absence in such manner as provisions of the Group Insurance contract permit, provided that he pays his share of Group Insurance premiums at least monthly in advance. The Union shall notify the Laboratory in writing of the periods of absence four (4) weeks in advance, whenever possible, of such absence.

Section 12.2 MILITARY SERVICE

Both the Union and the Laboratory agree to observe and comply with all applicable Federal and State laws, executive orders, and rules and regulations concerning reemployment of employees who enter the Armed Forces of the United States Government. The parties shall have the right to rely upon and to act in accordance with the mandatory requirements of any such laws, orders, or regulations; and any action in reliance upon or in accordance with the mandatory requirements of said laws, orders, or regulations shall not be deemed to constitute a violation of this Agreement.

Section 12.3 ABSENCE FOR JURY DUTY

Any employee called to serve as a juror may be granted excused absence with pay for the period necessary, provided:

(a) That when the employee receives payment for the jury duty, he must submit to the Payroll Supervisor of Argonne National Laboratory the amount that was received for the days of absence from work for jury duty;

(b) He reports to the Laboratory to complete every scheduled workday when he is not required to report for jury duty the following morning.

Section 12.4 LEAVE OF ABSENCE

A leave of absence is defined as any excused absence of thirty (30) consecutive calendar days or more in duration. If operational needs permit, employees with at least one year of continuous service may be granted a leave of absence without pay for any serious reason, except employment elsewhere, upon approval of the Human Resources Department. In no event will leaves of absence beyond twelve (12) months be granted. Normally no more than a total of two (2) bargaining unit members will be permitted to be on excused absence or leave of absence under the provisions of Section 12.1 and the provisions of this Section 12.4 at the same time. In the event that this section conflicts with the Family and Medical Leave Act of 1993, or similar legislation, the Laboratory will comply with the law.
Section 12.5  STATUS OF BENEFITS

Employees on leave of absence or who are laid off may maintain benefits in accordance with the applicable benefit plans including but not limited to health insurance, life insurance, and retirement plan.

Section 12.6  BEREAVEMENT LEAVE

Effective January 17, 1997, Laboratory policy regarding bereavement leave for non-exempt employees shall be applicable to this bargaining unit.
ARTICLE XIII

HEALTH AND SAFETY

Section 13.1  HEALTH AND SAFETY RULES

All employees shall conform to all health and safety rules of the Laboratory presently in effect or which may be put into effect from time to time by the Laboratory. This includes compliance with the Laboratory's Drug Free Workplace Procedure and all related drug testing procedures, including random substance testing in accordance with 10 CFR Part 707. The determination of the Laboratory as to any health or safety requirement shall be final and not subject to the Grievance Procedure or arbitration, except where the Union contends that the safety requirements violate applicable municipal, state or federal laws.

Section 13.2  PROTECTIVE CLOTHING AND EQUIPMENT

The Laboratory shall continue to make such provisions at the Laboratory for the health and safety of the employees as to provide protective devices, clothing and other equipment necessary for proper protection at the Laboratory, as is determined upon by the Laboratory.

Section 13.3  PHYSICAL EXAMINATIONS

The Laboratory reserves the right as a condition of employment, or continued employment, to require physical examinations; and the decision of the Medical Department of the Laboratory shall be final and not subject to the Grievance Procedure or arbitration in determining the physical or emotional fitness of any person for employment or continued employment, however, the issue as to whether the action of the Laboratory management in releasing an employee for physical or emotional reasons is arbitrary or capricious shall be subject to the Grievance Procedure and may be taken to arbitration. The Laboratory agrees that its Medical Department will, upon request of the employee concerned, consult with the employee's designated personal physician in making such determination. It is understood that no employee will be denied continued employment under this section for reasons other than his lack of physical or emotional fitness to perform his duties.

Section 13.4  ENVIRONMENTAL, SAFETY & HEALTH STANDARDS

The parties agree to comply with all mandatory environmental, safety and health standards of the U.S. Department of Energy, including those specifically applicable to fire protection, such as the National Fire Protection Association Code.
ARTICLE XIV

RETIREMENT AGE

Section 14.1 RETIREMENT AGE

Upon one (1) month's notice from an employee, he may be retired at the end of any month after reaching his fifty-fifth birthday. Benefits shall be in accordance with the applicable benefit plans.
ARTICLE XV

WAGES

Section 15.1  WAGE RATES

Employees covered by this Agreement shall be paid basic hourly rates in accordance with the attached Appendix A, "Schedule of Wages," which is hereby made a part of this Agreement.

Section 15.2  ADJUSTMENTS

Adjustments in any employee's basic hourly rate shall be effective as of the first day of the payroll week in which such adjustment is required.

Section 15.3  TEMPORARY PROMOTION

Employees who are temporarily promoted to "Acting Lieutenant" or "Acting Battalion Chief" shall receive one dollar and fifty six cents ($1.56) per hour, in addition to their basic hourly rate of pay, for the period of the temporary promotion. A bargaining unit member may be assigned a temporary promotion at the discretion of Laboratory management, but the Laboratory and the Union agree that there is no requirement that the Laboratory temporarily promote a bargaining unit member in any particular circumstance.

Section 15.4  PERMANENT TRANSFERS

Employees who are permanently transferred into the bargaining unit from a position outside the Fire Department shall be paid at the minimum basic hourly rate for "Firefighter" and shall thereafter progress through the various rates in accordance with their length of service in the Fire Department. Shift supervisors in the Fire Department who are permanently reclassified as "Firefighter" shall receive the appropriate basic hourly rate in accordance with their total length of service in the Fire Department.

Section 15.5  NEW CLASSIFICATIONS

In the event that the Laboratory establishes a new job classification in the bargaining unit, the Laboratory will notify the Union and shall negotiate the basic hourly wage rate of such new classification.
ARTICLE XVI
MISCELLANEOUS PROVISIONS

Section 16.1 EQUAL OPPORTUNITY

The parties to this Agreement agree not to discriminate against any employee, member of the Union or applicant for membership in the Union, because of race, creed, color, sex, age, national origin or physical or mental handicap, in regard to any position for which the employee or applicant is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. Action taken by the Laboratory at the request of the United States Government as set forth in Section 3.2 shall not be deemed a violation of this section. It is the intent of the Union and the Laboratory to comply with any governmental laws, orders and adjudications.

Section 16.2 FEDERAL AND STATE LAWS, ORDERS AND FINAL ADJUDICATIONS

Should any provision of this Agreement, or any application thereof, become unlawful by virtue of any Federal or State law, or Executive Order of the President or the Governor of Illinois, or final adjudication of any court of competent jurisdiction, the provision, or application of a provision, of this Agreement shall be modified by the parties to comply with the law, order or final adjudication, but in all other respects the provisions, and applications of provisions of this Agreement shall continue in full force and effect for the life thereof.

Section 16.3 TRANSPORTATION DIFFICULTIES

Employees who are prevented from reporting to work on time because of unavoidable transportation difficulties (such as inclement weather, vehicle breakdowns, etc.) may be granted excused absence with pay; however, payment will not be made for time absent for this reason in excess of three (3) hours, nor will payment be made for such absence time if the employee does not report for work on the same day.

Section 16.4 SLEEPING QUARTERS

The Laboratory will provide adequate sleeping quarters and equipment and will furnish, replace, repair, and launder bedding. Sleeping quarters and bedding used by the employees will be maintained in a neat and orderly manner as prescribed by the Laboratory.

Section 16.5 UNIFORMS

The Laboratory will continue to furnish, replace, repair, and provide facilities to launder and clean the regulation uniforms for the employees. Uniforms and equipment worn or used by employees while on duty shall be prescribed by the Laboratory, and no deviations from the Laboratory's requirements shall be practiced except with the consent of the Laboratory.

Section 16.6 BULLETIN BOARDS

The Laboratory will provide suitable bulletin boards in locations to be agreed upon for the purpose of posting notices of Union meetings and events. No notice shall be posted in the Laboratory without the prior approval of the Employee Relations Manager. No notice of a controversial nature shall be posted.
Section 16.7 PAY IN LIEU OF NOTICE ON LAYOFFS

In the event the Laboratory lays off any employee without giving him one calendar week's notice, the employee will be paid a sum equal to seventy-four and two-thirds (74 2/3) hours times his basic hourly rate.

Section 16.8 LAYOFF ALLOWANCE PAY

The Laboratory agrees to supplement the benefits provided under the Illinois Unemployment Compensation Law for an employee terminated for lack of work, and will pay a layoff allowance at his basic rate of pay in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Allowance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>One year's service</td>
<td>74 2/3 hours</td>
</tr>
<tr>
<td>Each additional year</td>
<td>37 1/3 hours</td>
</tr>
</tbody>
</table>

A major portion of a year (more than six months) shall be considered as a full year for the above schedule.

The maximum layoff allowance that any employee may earn, regardless of years of service, is 970 2/3 hours.

An employee who is rehired or recalled and is subsequently terminated on account of reduction in force will receive layoff allowance pay based on his most recent date of rehire or recall.

Section 16.9 PARAMEDIC REQUIREMENTS

1. Effective January 19, 1986 all current employees and all employees hired into the bargaining unit after said date shall, as a condition of employment and at the sole discretion of the Laboratory, be required to be licensed and fully qualified to work as a Paramedic within the Loyola University Medical Center Mobile Intensive Care System or any other system assigned to Argonne. All employees will be required to participate in the continuing education program and to pass any examinations required in order to maintain their paramedics' licenses and must qualify for relicensing through the Illinois Department of Public Health.

Any employee who fails to comply with these requirements will be terminated from employment at Argonne. Such dismissal shall not be subject to the grievance procedure and shall not be subject to arbitration.

2. The paramedic with the greatest departmental seniority working on the shift shall have the option of being assigned to the secondary ambulance at the employee's choice.

Section 16.10 EMT AND PARAMEDIC TRAINING

Payment to Firefighters will be guaranteed for fulfilling clinical and continuing education requirements for EMT and paramedic training which is required for relicensing to meet Laboratory needs.

Effective 8:00 a.m., August 17, 2009, Firefighters who are licensed paramedics within the Laboratory prescribed system will receive an extra $0.44 per hour in addition to their basic hourly rate. This license pay will be included in the calculation whenever the base hourly rate is used to determine benefits.
Section 16.11 RECORDS OF DISCIPLINARY ACTIONS AND PERSONNEL FILES

Any memorandum or letter of reprimand or other record of an incident intended to become a part of the employee's official personnel file will be addressed to the employee (which copy he may retain) with a copy to the file. The employee and/or the Union, with the employee cosigning, may file a reply to any entry referred to above within ten (10) days, setting forth any factual evidence controverting or explaining the entry to which it is in reply. Such replies shall become a part of the employee's official personnel record. No reprimand or other record of a disciplinary action shall be used as evidence against an employee in any disciplinary action if the employee has had no further reprimands or disciplinary actions during the last two (2) years. In the event an employee receives a written reprimand or a complaint is made regarding his or her work or conduct, the employee shall be given a copy of the written reprimand or complaint, dated and signed by the appropriate supervisor.

Bargaining unit employees may review their Human Resources personnel file upon written request. In addition the Union, if authorized by a bargaining unit member in writing, may also review the Human Resources personnel file. If authorized by Fire Department management, such review may be made during work hours with no loss of pay for the time spent. Such requests shall not be unreasonably denied and reasonable requests to copy Human Resources personnel files shall be honored.
ARTICLE XVII
LABOR-MANAGEMENT CONFERENCES

Section 17.1 PURPOSE

The Union and the Laboratory mutually agree that in the interest of efficient management and harmonious employee relations it is desirable that meetings be held between representatives of the employees and management; such meetings to be referred to as "Labor-Management Conferences." Problems of mutual concern, including conditions tending to cause misunderstandings, shall be considered. However, such meetings shall be exclusive of the Grievance Procedure provided in Article VI and grievances or matters being processed through the grievance procedure shall not be discussed at such meetings; nor shall negotiations for the purpose of altering the terms of this Agreement be conducted at such meetings.

Section 17.2 REPRESENTATIVES

No more than one on-duty employee and no more than a total of five (5) Union representatives, including the on-duty employee and the Union’s business representative, may participate in these conferences. The on-duty employee may attend these conferences without loss of pay.

Section 17.3 MEETINGS

The time, place and agenda of the meetings shall be agreed upon by the Manager of Employee Relations and one of the Union Stewards. Such meetings normally will take place at the request of either party. They may occur monthly or with greater or lesser frequency as the parties deem necessary.
ARTICLE XVIII
DISPATCHER/DAY SHIFT FIREFIGHTER POSITION

This Article establishes the position of Dispatcher/Day Shift Firefighter in the bargaining unit. The Laboratory may fill or not fill this position at its sole discretion. The Dispatcher/Day Shift Firefighter would be responsible for performing all dispatch duties and other duties as assigned during the Dispatcher/Day Shift Firefighter’s shift. The Dispatcher/Day Shift Firefighter must be a certified firefighter and a licensed paramedic and would be required to maintain both qualifications. The following terms and conditions apply to the Dispatcher/Day Shift Firefighter position.

1. The Dispatcher/Day Shift Firefighter position shall be a separate classification from the firefighter classification for seniority purposes.

2. All Dispatcher/Day Shift Firefighters must be certified as firefighters and licensed as paramedics and must maintain such qualifications as a condition of employment. Failure to maintain such firefighter and paramedic qualifications shall result in immediate termination.

3. Employees in the Dispatcher/Day Shift Firefighter classification shall receive payment at the basic hourly rate specified in paragraph 5(cc) as full compensation for their services. The Dispatcher/Day Shift Firefighter may cover Dispatcher and/or Firefighter duties during a shift, at the discretion of the Fire Chief. Any employee in the Firefighter classification who is licensed as a paramedic may cover dispatcher duties, at the discretion of the Fire Chief. The Fire Chief may use a Firefighter who is on-shift or on overtime for said purpose. Such Firefighters shall be paid at the rates specified in Appendix A for employees in the Firefighter classification and pursuant to any applicable provisions of Article IX.

4. Letters of Agreement #1 and #4 shall not apply to employees in the Dispatcher/Day Shift Firefighter classification.

5. The following terms and conditions shall be applicable to Dispatcher/Day Shift Firefighters in lieu of the corresponding terms of the Collective Bargaining Agreement.

   a) Section 8.1 SENIORITY RATING – The seniority of each Dispatcher/Day Shift Firefighter is his relative position with respect to other employees in the classification, based on length of service in the classification.

      Each employee shall accumulate seniority in the classification in which he is employed from the date of assignment into that classification.

      Any time off on leave of absence without pay beyond the first thirty (30) calendar days shall not be included as service in determining an employee’s seniority, except that time off on leave of absence for reason of illness or injury as provided in Section 12.4 shall be included as service in determining an employee’s seniority. Seniority accrual shall continue during layoff status subject to the provisions of Section 8.4 LOSS OF SENIORITY.

      Any employee who is transferred into one classification from another classification, shall retain, but not accumulate, seniority accumulated in any classification in which he was employed prior to the transfer.
b) Section 8.2 REDUCTION IN FORCE – In the event of a reduction in force within any job classification, employees will be retained for available jobs on the basis of their seniority within the classification. An employee subject to being laid off may choose, in lieu of layoff, to exercise his seniority in any job classification in which he was previously employed provided he has the basic qualifications for the job. If an employee chooses to exercise his seniority and bump into another classification, he retains recall rights and seniority in his former classification but will not accumulate seniority in his former classification.

c) Section 8.3 RECALL – In the case of a recall within a classification, employees on layoff with the greatest seniority within the classification will be recalled first pursuant to the recall process specified in Section 8.3.

d) Section 8.7 SENIORITY LISTS – The Laboratory agrees to compile and furnish to the Union seniority lists pursuant to the terms of Section 8.7 except that the seniority lists will show the seniority of each employee in the bargaining unit by classification.

e) Section 9.2(a) DEFINITIONS – The payroll week of each Dispatcher/Day Shift Firefighter shall commence at midnight Sunday night.

f) Section 9.2(b) – The workday of each Dispatcher/Day Shift Firefighter shall commence with the time each calendar day at which the employee is scheduled to start work and shall run for the next twenty-four (24) hours. The normal workday will commence between 0700 and 0900 at the discretion of the Fire Chief.

g) Section 9.3(a) WORK SCHEDULE AND PREMIUM PAY FOR OVERTIME – A Dispatcher/Day Shift Firefighter shall receive one and one-half (1½) times the employee’s basic hourly rate for all hours worked in excess of forty (40) in any work week. Paid time off for holidays and scheduled annual leave will be counted toward the total hours worked for the purpose of computing overtime.

h) Section 9.3(b) and (c) – These provisions do not apply to the Dispatcher/Day Shift Firefighter position.

i) Section 9.3(d) – The following holidays shall be recognized:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Friday, following Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Day before Christmas Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Day before New Year’s Day</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Floating Holiday</td>
</tr>
</tbody>
</table>

If any of the above holidays fall on a Saturday or Sunday, either the Friday preceding or the Monday following shall be recognized as the holiday, as announced by the Laboratory. Each employee shall select one floating holiday per calendar year which may be taken at any time during the calendar year subject to supervisory approval based on operational needs. Such use of the floating holiday will normally require a seven (7) day advance notice to the Fire Chief. The floating holiday will not accrue until the employee has completed ninety (90) calendar days of service.

In the event that the Laboratory specifies an additional holiday for the Laboratory as a whole, the holiday will be recognized in addition to the holidays listed above.
Employees will be paid for any day recognized as a holiday an amount not exceeding eight (8) times the individual employee’s basic hourly rate, subject to the following conditions:

(1) Any employee must have worked his last scheduled workday prior to and his next scheduled workday subsequent to a day recognized as a holiday in order to receive such pay, provided that this subsection shall not apply if the employee, previous to the day in question, has been granted an excused absence with or without pay on such prior and subsequent days.

(2) An employee who is directed to work on a day recognized as a holiday, but fails to report and does not have an excuse acceptable to the Laboratory shall not receive such holiday pay.

(3) An employee who is on leave of absence, or any excused absence without pay for four (4) working days or more adjacent to the holiday, or who has been laid off shall not receive such holiday pay.

(4) A Dispatcher/Day Shift Firefighter will receive one and one-half (1½) times his basic hourly rate for all hours worked on a day observed by the Laboratory as a holiday, in addition to eight (8) hours of holiday pay. The twenty-four (24) hour period commencing with the employee’s scheduled starting time on the calendar day recognized as the holiday shall be deemed to be the holiday for the purpose of computing pay.

j) Section 9.4 GUARANTEE OF PAY ON CALL-IN — A call-in is defined as an assignment of work outside of and not continuous with a Dispatcher/Day Shift Firefighter’s scheduled hours, for which he was notified to report after he left the Laboratory premises and less than twenty-four (24) hours before he was to report for the assignment. When a Dispatcher/Day Shift Firefighter reports for a call-in, he shall be paid under any applicable subsection of Section 9.3 but, in any event, he shall be guaranteed a minimum of four (4) hours of pay at one and one-half (1½) times his regular hourly rate.

k) Section 9.6 DISTRIBUTION OF OVERTIME — The Laboratory will endeavor to distribute overtime equally among Dispatcher/Day Shift Firefighters.

l) Section 10.1 ANNUAL LEAVE — Annual Leave for Dispatcher/Day Shift Firefighters shall be accrued as follows:

<table>
<thead>
<tr>
<th>Period of Continuous Employment</th>
<th>Monthly Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>From the date of employment until the 5th anniversary of employment</td>
<td>10 hours</td>
</tr>
<tr>
<td>From the fifth (5th) anniversary of employment</td>
<td>13.34 hours</td>
</tr>
<tr>
<td>From the seventh (7th) anniversary of employment</td>
<td>14 hours</td>
</tr>
<tr>
<td>From the ninth (9th) anniversary of employment</td>
<td>14.67 hours</td>
</tr>
<tr>
<td>From the eleventh (11th) anniversary of employment</td>
<td>15.34 hours</td>
</tr>
<tr>
<td>From the thirteenth (13th) anniversary of employment</td>
<td>16 hours</td>
</tr>
</tbody>
</table>
Annual Leave for Dispatcher/DayShift Firefighters hired after January 1, 2010 shall be accrued as follows:

<table>
<thead>
<tr>
<th>Period of Continuous Employment</th>
<th>Annual Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>From the date of employment until the 5&lt;sup&gt;th&lt;/sup&gt; anniversary of employment</td>
<td>120 hours</td>
</tr>
<tr>
<td>From the fifth (5&lt;sup&gt;th&lt;/sup&gt;) anniversary of employment</td>
<td>144 hours</td>
</tr>
<tr>
<td>From the tenth (10&lt;sup&gt;th&lt;/sup&gt;) anniversary of employment</td>
<td>168 hours</td>
</tr>
<tr>
<td>From the fifteenth (15&lt;sup&gt;th&lt;/sup&gt;) anniversary of employment</td>
<td>192 hours</td>
</tr>
</tbody>
</table>

m) Section 10.2(b) – This Section does not apply to Dispatcher/Day Shift Firefighters.

n) Section 10.2(c) – A Dispatcher/Day Shift Firefighter must be in pay status for at least eleven (11) scheduled workdays in a calendar month to earn annual leave for that month.

o) Section 10.2(f) – Each hour of annual leave for a Dispatcher/Day Shift Firefighter shall be paid at the employee’s basic hourly rate.

p) Section 10.2(g) – Except as provided in Section 10.2(k), as modified in (t) below, an employee may use any annual leave credited to his account. Annual leave credited to an employee’s annual leave account may not exceed 240 hours.

q) Section 10.2(j) – Annual leave shall be paid only on the basis of hours which normally would have been worked, up to a maximum of eight (8) hours per day. Advance pay for leave is not available. Annual leave shall be counted as worked time for the purpose of computing overtime pay.

r) Section 10.2(k) – Dispatcher/Day Shift Firefighters shall have forty (40) hours of annual leave available for the first eight (8) hours of absence for nonoccupational disability leave in a calendar year. Such leave normally shall be taken in multiples of not less than four (4) hours, except for compelling personal reasons. Except under extraordinary circumstances, approval prior to each absence is required, normally one week in advance. Time off with pay shall be deducted from an employee’s annual leave, except authorized absences for military training, jury duty, or occupational or nonoccupational disability compensated for under other sections of this Agreement.

s) Section 10.2(l) – A new employee shall not earn annual leave until he has completed at least ninety days of service and has been in pay status at least eleven scheduled work days in each of the three calendar months, at which time he will be credited with annual leave earned during that period.

t) Section 11.1 OCCUPATIONAL DISABILITY LEAVE – The provisions of Section 11.1 shall apply to Dispatcher/Day Shift Firefighters except that occupational disability leave under the provisions of Section 11.1 shall not exceed an aggregate of one thousand forty hours (1040) of scheduled work time for each disability.
Section 11.2 NONOCCUPATIONAL DISABILITY LEAVE – An employee who is unable to perform his scheduled work at the Laboratory due to illness or injury arising otherwise than out of and in the course of his employment at the Laboratory will be granted nonoccupational disability leave as hereinafter provided, unless such illness or injury is purposely self-inflicted or due to the use of drugs or intoxicants or willful violation of law. A Dispatcher/Day Shift Firefighter satisfying the conditions of eligibility in Section 11.4 shall, beginning with the ninth (9th) hour of each continuous absence from scheduled hours of work, receive pay at the same rate he would have received if he had actually worked his scheduled hours (excluding holiday premium pay) provided, however, that an employee who is confined in a hospital on his first calendar day of absence, which confinement lasts 18 hours or more, shall be paid beginning with the first hour of such absence. In no event shall such pay exceed the aggregate number of hours of leave which the employee has accrued as computed in paragraph (v). If an employee returns from such leave after the beginning of a scheduled day of work, the time off during that workday on such leave shall not be counted as time worked for purposes of computing overtime for hours actually worked on the day of return.

Section 11.3 ACCRUAL OF NONOCCUPATIONAL DISABILITY LEAVE – A Dispatcher/Day Shift Firefighter with less than one year's continuous service shall accrue a total of one hundred forty-four (144) hours' nonoccupational disability leave provided that the total amount of accrued nonoccupational disability leave shall at no time exceed the number of hours he has actually performed work in the course of his employment. Effective January 1, 2010, a Dispatcher/Day Shift Firefighter will accrue nonoccupational disability leave at the rate of one hundred forty-four (144) hours per calendar year, to be credited on the first scheduled work day of the calendar year; provided that: (1) no accrual of nonoccupational disability leave shall accumulate to a total in excess of one thousand forty (1,040) hours; (2) no yearly accrual shall become effective while a Dispatcher/Day Shift Firefighter is not actually working, but shall only become effective on the first day he returns to work; and (3) the calendar year accrual of any Dispatcher/Day Shift Firefighter who is absent without pay for a continuous period of thirty (30) calendar days or more in the prior year shall be determined by multiplying the number of months of actual work by one and one-half (1 1/2) days (a fraction of a month shall be considered as a full month).

Section 11.4(b) CONDITIONS OF ELIGIBILITY – The employee must submit a certificate issued by a licensed doctor of medicine, chiropractic, or podiatry upon return from absence due to nonoccupational disability in excess of three (3) consecutive working days, except in cases where an employee has been warned that his absences are considered to be excessive, or indicate a pattern of abuse, the Fire Chief may require such a certificate covering an absence in excess of one (1) hour. If an employee remains away from work for a period extending beyond one (1) week, the employee must send in such a certificate completed by a licensed doctor of medicine, chiropractic, or podiatry, to the Medical Department weekly in order for nonoccupational disability payments to be continued.

Section 11.4(c) CONDITIONS OF ELIGIBILITY – Absences will be paid for only on a basis of days which normally would have been worked, provided that no more than forty (40) hours of annual leave may be used for the first eight (8) hours of absence for nonoccupational disability leave per calendar year. There will be no payments under this Article XI for any days of disability which fall within an employee’s layoff, vacation, leave of absence or absence excused for reasons other than disability hereunder; nor shall any such periods of absence for reasons other than disability be
extended or rescheduled because of any disability commencing during any such period.

y) Section 11.6 PAYMENT ON RELEASE FOR HEALTH REASONS – In the event that an employee is released by the Laboratory pursuant to a determination of the Medical Department under Section 13.3, he shall be paid at his basic hourly rate for each hour accumulated in his unused nonoccupational disability leave account as of the date of release. Such payments shall be made biweekly, or in a lump sum at the election of the employee.

z) Section 15.4 PERMANENT TRANSFERS – Employees who are permanently transferred into the bargaining unit from a position outside the Fire Department shall be paid at the minimum basic hourly rate for the Dispatcher/Day Shift Firefighter classification and shall thereafter progress through the various rates in accordance with their length of service in the Fire Department. Shift supervisors in the Fire Department who are permanently reclassified as “Dispatcher/Day Shift Firefighter” shall receive the appropriate basic hourly rate in accordance with their total length of service in the Fire Department.

aa) Section 16.7 PAY IN LIEU OF NOTICE ON LAYOFFS – In the event the Laboratory lays off a Dispatcher/Day Shift Firefighter without giving him one calendar week’s notice, the employee will be paid a sum equal to forty (40) times his basic hourly rate.

bb) Section 16.8 LAYOFF ALLOWANCE PAY – The Laboratory agrees to supplement the benefits provided under the Illinois Unemployment Compensation Law for a Dispatcher/Day Shift Firefighter terminated for lack of work, and will pay a layoff allowance at his basic rate of pay in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Allowance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>One year's service</td>
<td>5 days' pay</td>
</tr>
<tr>
<td>Each additional year</td>
<td>2 7/8 days' pay</td>
</tr>
</tbody>
</table>

The maximum layoff allowance that any employee may earn, regardless of years of service, is 65 days' of pay. A major portion of a year (more than six months) shall be considered as a full year for the above schedule. An employee who is rehired or recalled and is subsequently terminated on account of reduction in force will receive layoff allowance pay based on his most recent date of rehire or recall.

cc) Appendix A - SCHEDULE OF WAGES – Dispatcher/Day Shift Firefighters shall be paid wages at the following basic hourly rates in accordance with their length of service in the bargaining unit.
APPENDIX A
SCHEDULE OF WAGES – DISPATCHER/DAY SHIFT FIREFIGHTER

Effective 8:00 a.m., August 10, 2015, Dispatcher/Day Shift Firefighters shall be paid wages at the following basic hourly rates in accordance with their length of service:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 6 months of service</td>
<td>$26.31</td>
</tr>
<tr>
<td>Six months or more, but less than 12 months of service</td>
<td>26.41</td>
</tr>
<tr>
<td>Twelve months or more, but less than 18 months of service</td>
<td>26.51</td>
</tr>
<tr>
<td>Eighteen months or more, but less than 24 months of service</td>
<td>26.61</td>
</tr>
<tr>
<td>Twenty-four months or more, but less than three years of service</td>
<td>26.71</td>
</tr>
<tr>
<td>Three years or more, but less than four years of service</td>
<td>26.81</td>
</tr>
<tr>
<td>Four years of service</td>
<td>26.91</td>
</tr>
</tbody>
</table>

Effective 8:00 a.m., August 8, 2016, Dispatcher/Day Shift Firefighters shall be paid wages at the following basic hourly rates in accordance with their length of service:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 6 months of service</td>
<td>$27.22</td>
</tr>
<tr>
<td>Six months or more, but less than 12 months of service</td>
<td>27.32</td>
</tr>
<tr>
<td>Twelve months or more, but less than 18 months of service</td>
<td>27.42</td>
</tr>
<tr>
<td>Eighteen months or more, but less than 24 months of service</td>
<td>27.52</td>
</tr>
<tr>
<td>Twenty-four months or more, but less than three years of service</td>
<td>27.62</td>
</tr>
<tr>
<td>Three years or more, but less than four years of service</td>
<td>27.72</td>
</tr>
<tr>
<td>Four years of service</td>
<td>27.82</td>
</tr>
</tbody>
</table>
Effective 8:00 a.m., August 7, 2017, Dispatcher/Day Shift Firefighters shall be paid wages at the following basic hourly rates in accordance with their length of service:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 6 months of service</td>
<td>$28.13</td>
</tr>
<tr>
<td>Six months or more, but less than 12 months of service</td>
<td>28.23</td>
</tr>
<tr>
<td>Twelve months or more, but less than 18 months of service</td>
<td>28.33</td>
</tr>
<tr>
<td>Eighteen months of more, but less than 24 months of service</td>
<td>28.43</td>
</tr>
<tr>
<td>Twenty-four months or more, but less than three years of service</td>
<td>28.53</td>
</tr>
<tr>
<td>Three years or more, but less than four years of service</td>
<td>28.63</td>
</tr>
<tr>
<td>Four years of service</td>
<td>28.73</td>
</tr>
</tbody>
</table>
ARTICLE XIX
TERM OF AGREEMENT

Section 19.1 COMPLETE AGREEMENT

It is hereby agreed that this Agreement contains the complete understandings between the parties and supersedes all previous understandings and that, during the life of this Agreement, neither the Union nor the Laboratory shall make any demand, except as provided in Section 19.2 below, for any change with respect to rates of pay, wages, hours of employment, or other conditions of employment, nor shall either party be required to bargain with respect to any such matter. However, nothing in this section shall be construed to preclude the processing of grievances under Article VI, nor the exercise by the Laboratory of its functions under Article III.

Section 19.2 TERM OF AGREEMENT

This Agreement shall be effective at 8:00 a.m. on August 8, 2015 and shall continue in effect until 8:00 a.m., August 2, 2019. This Agreement shall automatically be renewed thereafter from year to year unless either party notifies the other in writing at least sixty (60) calendar days, but not more than ninety (90) calendar days, prior to the expiration date of the then current Agreement that it desires to modify or to terminate any designated provision of such an Agreement, and negotiations shall commence on a date agreeable to both parties.

Notwithstanding the preceding sentences in this Section 19.2, the Union or the Laboratory may reopen Appendix A for the purpose of negotiating basic hourly rates to be effective on August 3, 2018. This Agreement will be reopened for such purpose only if either party notifies the other in writing at least sixty (60) calendar days prior to August 3, 2018 that it desires to reopen the Agreement. Failing receipt by either party of such written notice prior to said sixty (60) days, this Agreement shall continue in full force and effect until its expiration date.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have set their hands on this 30th day of December 2015.

UCHICAGO ARGONNE LLC

By:  

SEIU LOCAL 73,
SERVICE EMPLOYEES INTERNATIONAL UNION, CTW

International Representative

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APPENDIX A
SCHEDULE OF WAGES

Effective 8:00 a.m., August 10, 2015, Firefighters shall be paid wages at the following basic hourly rates in accordance with their length of service:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 6 months of service</td>
<td>$14.59</td>
</tr>
<tr>
<td>Six months or more, but less than 12 months of service</td>
<td>14.72</td>
</tr>
<tr>
<td>Twelve months or more, but less than 18 months of service</td>
<td>14.84</td>
</tr>
<tr>
<td>Eighteen months or more, but less than 24 months of service</td>
<td>14.94</td>
</tr>
<tr>
<td>Twenty-four months or more, but less than three years of service</td>
<td>15.52</td>
</tr>
<tr>
<td>Three years or more, but less than four years of service</td>
<td>15.64</td>
</tr>
<tr>
<td>Four years of service</td>
<td>16.21</td>
</tr>
<tr>
<td>Five years of service</td>
<td>16.37</td>
</tr>
<tr>
<td>Six years of service</td>
<td>16.45</td>
</tr>
<tr>
<td>Ten years of service</td>
<td>16.53</td>
</tr>
</tbody>
</table>

Effective 8:00 a.m., August 8, 2016, Firefighters shall be paid wages at the following basic hourly rates in accordance with their length of service:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 6 months of service</td>
<td>$14.59</td>
</tr>
<tr>
<td>Six months or more, but less than 12 months of service</td>
<td>14.72</td>
</tr>
<tr>
<td>Twelve months or more, but less than 18 months of service</td>
<td>14.84</td>
</tr>
<tr>
<td>Eighteen months or more, but less than 24 months of service</td>
<td>14.94</td>
</tr>
<tr>
<td>Twenty-four months or more, but less than three years of service</td>
<td>16.00</td>
</tr>
<tr>
<td>Three years or more, but less than four years of service</td>
<td>16.12</td>
</tr>
<tr>
<td>Four years of service</td>
<td>16.69</td>
</tr>
<tr>
<td>Five years of service</td>
<td>17.01</td>
</tr>
<tr>
<td>Six years of service</td>
<td>17.17</td>
</tr>
<tr>
<td>Ten years of service</td>
<td>17.33</td>
</tr>
</tbody>
</table>
Effective 8:00 a.m., August 7, 2017, Firefighters shall be paid wages at the following basic hourly rates in accordance with their length of service:

- Less than 6 months of service: $14.59
- Six months or more, but less than 12 months of service: 14.72
- Twelve months or more, but less than 18 months of service: 14.84
- Eighteen months or more, but less than 24 months of service: 14.94
- Twenty-four months or more, but less than three years of service: 16.48
- Three years or more, but less than four years of service: 16.60
- Four years of service: 17.17
- Five years of service: 17.65
- Six years of service: 17.89
- Ten years of service: 18.13

In computing length of service for the purpose of this Appendix A, leaves of absence or layoffs, extending thirty (30) days or more, shall not be included. In establishing the basic hourly rates set forth above, it is recognized by the parties that due consideration has been given to the inconvenience inherent in working twenty-four (24) hour shifts on an irregular rotating schedule and to the fact that Firefighters are compensated for ten (10) holidays by including $1.40 in the basic hourly rate for the year beginning at 8:00 a.m., on August 10, 2015. $1.46 in the basic hourly rate for the year beginning at 8:00 a.m., on August 8, 2016. $1.53 in the basic hourly rate for the year beginning at 8:00 a.m., on August 7, 2017.

In the event that the Laboratory specifies an additional holiday for the Laboratory as a whole, the holiday will be recognized by this bargaining unit, and the parties agree that they shall discuss compensation for the additional holiday in the next contract negotiations.
SCHEDULE OF WAGES – LIEUTENANTS

For Lieutenants hired after August 10, 2015, Lieutenants shall be paid wages at the following basic hourly rates in accordance with their length of service in the job classification:

- Less than 12 months of service: $18.70
- Twelve months or more, but less than 24 months of service: 18.79
- Twenty-four months or more, but less than three years of service: 19.02
- Three years or more of service: 19.31

For Lieutenants hired after August 10, 2015 and effective 8:00 a.m., August 8, 2016, Lieutenants shall be paid wages at the following basic hourly rates in accordance with their length of service in the job classification:

- Less than 12 months of service: $19.37
- Twelve months or more, but less than 24 months of service: 19.57
- Twenty-four months or more, but less than three years of service: 19.77
- Three years or more of service: 19.96

For Lieutenants hired after August 10, 2015 and effective 8:00 a.m., August 7, 2017, Lieutenants shall be paid wages at the following basic hourly rates in accordance with their length of service in the job classification:

- Less than 12 months of service: $20.25
- Twelve months or more, but less than 24 months of service: 20.40
- Twenty-four months or more, but less than three years of service: 20.55
- Three years or more of service: 20.61

In computing length of service for the purpose of this Appendix A, leaves of absence or layoffs, extending thirty (30) days or more, shall not be included. In establishing the basic hourly rates set forth above, it is recognized by the parties that due consideration has been given to the inconvenience inherent in working twenty-four (24) hour shifts on an irregular rotating schedule and to the fact that Lieutenants are compensated for ten (10) holidays by including $1.59 in the basic hourly rate for the year beginning at 8:00 a.m., on August 10, 2015. $1.65 in the basic hourly rate for the year beginning at 8:00 a.m. on August 8, 2016. $1.70 in the basic hourly rate for the year beginning at 8:00 a.m. on August 7, 2017.
In the event that the Laboratory specifies an additional holiday for the Laboratory as a whole, the holiday will be recognized by this bargaining unit, and the parties agree that they shall discuss compensation for the additional holiday in the next contract negotiations.
For employees working in the job classification of Lieutenant as of the effective date of the Collective Bargaining Agreement effective August 10, 2015, basic hourly rates shall be as follows:

Effective August 10, 2015:
  Lt. Brown 18.86
  Lt. Rivette 19.65
  Lt. Wingo 19.41

Effective August 8, 2016:
  Lt. Brown 19.51
  Lt. Rivette 20.30
  Lt. Wingo 20.06

Effective August 7, 2017:
  Lt. Brown 20.16
  Lt. Rivette 20.95
  Lt. Wingo 20.71
August 8, 2015

Mr. Remzi Jaos
SEIU Local 73
300 South Ashland Ave.
Suite 400
Chicago, IL 60607

LETTER OF AGREEMENT #1

Dear Mr. Jaos:

This will confirm our agreement reached during negotiations regarding the change in the basic annual wage and retirement plan contributions.

For the purposes of determining Group Life Insurance coverage, Group Annuity contributions, and Long-Term disability benefits, the Firefighters’ basic annual wage shall be as follows:

**Effective 8:00 a.m., August 10, 2015:**

- Less than 6 months of service $ 60,280.22
- Six months or more, but less than 12 months of service 60,801.61
- Twelve months or more, but less than 18 months of service 61,282.88
- Eighteen months or more, but less than 24 months of service 61,683.95
- Twenty-four months or more, but less than three years of service 64,010.13
- Three years or more, but less than four years of service 64,491.41
- Four years of service 66,777.49
- Five years of service 67,419.19
- Six years of service 67,740.05
- Ten years of service 68,060.90
**Effective 8:00 a.m., August 8, 2016:**

<table>
<thead>
<tr>
<th>Service Duration</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 6 months of service</td>
<td>$ 60,280.22</td>
</tr>
<tr>
<td>Six months or more, but less than 12 months of service</td>
<td>60,801.61</td>
</tr>
<tr>
<td>Twelve months or more, but less than 18 months of service</td>
<td>61,282.88</td>
</tr>
<tr>
<td>Eighteen months or more, but less than 24 months of service</td>
<td>61,683.95</td>
</tr>
<tr>
<td>Twenty-four months or more, but less than three years of service</td>
<td>65,935.25</td>
</tr>
<tr>
<td>Three years or more, but less than four years of service</td>
<td>66,416.53</td>
</tr>
<tr>
<td>Four years of service</td>
<td>68,702.61</td>
</tr>
<tr>
<td>Five years of service</td>
<td>69,986.02</td>
</tr>
<tr>
<td>Six years of service</td>
<td>70,627.72</td>
</tr>
<tr>
<td>Ten years of service</td>
<td>71,269.43</td>
</tr>
</tbody>
</table>

**Effective 8:00 a.m., August 7, 2017:**

<table>
<thead>
<tr>
<th>Service Duration</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 6 months of service</td>
<td>$ 60,280.22</td>
</tr>
<tr>
<td>Six months or more, but less than 12 months of service</td>
<td>60,801.61</td>
</tr>
<tr>
<td>Twelve months or more, but less than 18 months of service</td>
<td>61,282.88</td>
</tr>
<tr>
<td>Eighteen months or more, but less than 24 months of service</td>
<td>61,683.95</td>
</tr>
<tr>
<td>Twenty-four months or more, but less than three years of service</td>
<td>67,860.37</td>
</tr>
<tr>
<td>Three years of more, but less than four years of service</td>
<td>68,341.65</td>
</tr>
<tr>
<td>Four years of service</td>
<td>70,627.72</td>
</tr>
<tr>
<td>Five years of service</td>
<td>72,552.84</td>
</tr>
<tr>
<td>Six years of service</td>
<td>73,515.40</td>
</tr>
<tr>
<td>Ten years of service</td>
<td>74,477.96</td>
</tr>
</tbody>
</table>
For the purposes of determining Group Life Insurance coverage, Group Annuity contributions, and Long-Term disability benefits, for Lieutenants hired after August 10, 2015, basic annual wage shall be as follows:

**Effective 8:00 a.m., August 10, 2015:**

<table>
<thead>
<tr>
<th>Service Duration</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 12 months of service</td>
<td>$ 74,999.34</td>
</tr>
<tr>
<td>Twelve months or more, but less than 24 months of service</td>
<td>$ 75,360.30</td>
</tr>
<tr>
<td>Twenty-four months or more, but less than three years of service</td>
<td>$ 76,282.75</td>
</tr>
<tr>
<td>Three years or more of service</td>
<td>$ 77,445.84</td>
</tr>
</tbody>
</table>

**Effective 8:00 a.m., August 8, 2016**

<table>
<thead>
<tr>
<th>Service Duration</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 12 months of service</td>
<td>$ 77,686.48</td>
</tr>
<tr>
<td>Twelve months or more, but less than 24 months of service</td>
<td>$ 78,488.62</td>
</tr>
<tr>
<td>Twenty-four months or more, but less than three years of service</td>
<td>$ 79,290.75</td>
</tr>
<tr>
<td>Three years or more of service</td>
<td>$ 80,052.77</td>
</tr>
</tbody>
</table>

**Effective 8:00 a.m., August 7, 2017**

<table>
<thead>
<tr>
<th>Service Duration</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 12 months of service</td>
<td>$ 81,215.87</td>
</tr>
<tr>
<td>Twelve months or more, but less than 24 months of service</td>
<td>$ 81,817.46</td>
</tr>
<tr>
<td>Twenty-four months or more, but less than three years of service</td>
<td>$ 82,419.06</td>
</tr>
<tr>
<td>Three years or more of service</td>
<td>$ 82,659.70</td>
</tr>
</tbody>
</table>
For the purposes of determining Group Life Insurance coverage, Group Annuity contributions, and Long-Term disability benefits, for employees working in the job classification of Lieutenant effective as of August 10, 2015, basic annual wage shall be as follows:

**Effective 8:00 a.m., August 10, 2015**

<table>
<thead>
<tr>
<th>Name</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lt. Brown</td>
<td>$75,641.05</td>
</tr>
<tr>
<td>Lt. Rivette</td>
<td>78,809.47</td>
</tr>
<tr>
<td>Lt. Wingo</td>
<td>77,846.91</td>
</tr>
</tbody>
</table>

**Effective 8:00 a.m., August 8, 2016**

<table>
<thead>
<tr>
<th>Name</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lt. Brown</td>
<td>$78,247.98</td>
</tr>
<tr>
<td>Lt. Rivette</td>
<td>81,416.40</td>
</tr>
<tr>
<td>Lt. Wingo</td>
<td>80,453.84</td>
</tr>
</tbody>
</table>

**Effective 8:00 a.m., August 7, 2017**

<table>
<thead>
<tr>
<th>Name</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lt. Brown</td>
<td>$80,854.91</td>
</tr>
<tr>
<td>Lt. Rivette</td>
<td>84,023.33</td>
</tr>
<tr>
<td>Lt. Wingo</td>
<td>83,060.77</td>
</tr>
</tbody>
</table>
Sincerely,

[Signature]

Daniel J. Raker
Attorney

Accepted on behalf of Service Employees International Union, Local 73

By: [Signature]
Remzi Jaos
August 8, 2015

Mr. Remzi Jaos
SERVICE EMPLOYEES INTERNATIONAL UNION
SEIU AFL-CIO, CLC Local 73 - Firefighters
300 S. Ashland Avenue, Suite 400
Chicago, Illinois 60607

LETTER OF AGREEMENT #2

Dear Mr. Jaos:

This will confirm our agreement reached during negotiations regarding the maximum number of Union committeemen the Union will be allowed during contract negotiations. No more than 4 Union committeemen shall participate in contract negotiations, but no more than 2 such committeemen may be on duty. Nothing in this agreement restricts the Union from alternating the committeemen so long as the number at the table does not exceed 4.

Sincerely,

Daniel J. Raker
Attorney

The foregoing is accepted and agreed to this 3rd day of Dec., 2015 by SEIU, Local 73 - Firefighters

By: Remzi Jaos, Business Representative
August 17, 2009

Mr. Al Molinaro,
Fire Service Division Director
Local 73 SHIU
300 South Ashland Ave.
Suite 400
Chicago, IL 60607

LETTER OF AGREEMENT #3

Dear Mr. Molinaro:

This will confirm our agreement reached during negotiations regarding access by an SHIU Business Agent to the Laboratory’s secured property in order to meet with members of the firefighter bargaining unit. Access will be allowed under the following terms and conditions:

1. All requests must be made in writing to the Laboratory’s Labor and Employment Attorney or his or her designee.

2. All requests must be received by the Laboratory at least one week in advance.

3. All requests will be approved in writing from the Laboratory to you or your designee within 48 hours of the date requested for access.

4. All proposed access must be after 6:00 p.m. and shall not interfere with or disrupt Laboratory operations.

5. Access shall be limited to one hour unless the Laboratory and the Union agree to a longer period of time.

Sincerely,

[Signature]

Daniel J. Raker
Attorney

Accepted on behalf of Service Employees International Union, Local 73

By: [Signature]

Al Molinaro
Fire Services Division Director
August 8, 2015

Mr. Remzi Jaos
SERVICE EMPLOYEES INTERNATIONAL UNION
SEIU AFL-CIO, CLC Local 73 - Firefighters
300 S. Ashland Avenue, Suite 400
Chicago, Illinois 60607

LETTER OF AGREEMENT #4

Dear Mr. Jaos:

This letter will confirm the continuation of certain assurances which were outlined by letter of March 13, 1967.

1. Any changes in the starting time will be discussed with the Union before being put into effect.

2. The fifty-six (56) hour workweek which went into effect February 12, 1968, will continue. The normal work schedule for the three platoons will be attached. Of course, it is understood that this is a schedule for the Fire Department as a whole and that individual changes may be necessary, such as a transfer from one platoon to another. However, it is expected that in the long run the average workweek for each Firefighter and Lieutenant will be fifty-six (56) hours.

Sincerely,

[Signature]
Daniel J. Raker
Attorney

The foregoing is accepted and agreed to this ___ day of ___ , 2015
by SEIU, Local 73 – Firefighters

By: [Signature]
Remzi Jaos, Business Representative
KEY:

O = Off
X = Work

SUNDAYS
MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAYS
August 10, 2012

Mr. Remzi Jaos
SEIU Local 73
300 S. Ashland Ave.
Suite 400
Chicago, IL 60607

LETTER OF AGREEMENT #5

Dear Mr. Jaos:

This will confirm our agreement reached during negotiations regarding the bargaining unit member with the certification of EMT-B. This agreement will apply only to that single bargaining unit member. Effective 8:00 a.m., August 17, 2009, the bargaining unit member with the certification of EMT-B will receive an extra $.30 per hour in addition to their basic hourly rate.

Sincerely,

Daniel Raker
Attorney

Accepted 11-20-2012

By Remzi Jaos
Local 73, SEIU
August 8, 2015

Mr. Remzi Jaos
SERVICE EMPLOYEES INTERNATIONAL UNION
SEIU AFL-CIO, CLC Local 73 - Firefighters
300 S. Ashland Avenue, Suite 400
Chicago, Illinois 60607

Dear Mr. Jaos:

Effective with the calendar year beginning on January 1, 2016 and every calendar year thereafter, any employee in the bargaining unit who has had no more than two incidents of nonoccupational disability leave during the prior calendar year, who did not take annual leave or a swap day on the work day(s) preceding or following the sick leave occurrence; who is not under the restrictions of Section 11.2 and 11.4(c) at the beginning of the calendar year; and who is otherwise eligible for disability pay under the provisions of Article XI of the Collective Bargaining Agreement, shall be paid beginning with the first hour of each continuous absence of nonoccupational disability for one calendar year or until the employee receives a disciplinary action for excessive absenteeism or pattern of abuse, whichever comes first. Attendance for each employee will be analyzed by the Laboratory at the end of each calendar year to determine eligibility for the following calendar year.

Bargaining unit members shall not be eligible for the terms of this letter until they have completed one full year of service at the Laboratory. Disability pay for bargaining unit members with less than one full year of service shall be determined according to the provisions of Article XI of the Collective Bargaining Agreement.

This Letter of Agreement will terminate along with the Collective Bargaining Agreement that was originally effective August 8, 2015.

Sincerely,

[Signature]
Daniel J. Raker
Attorney

[Signature]
Remzi Jaos, Business Representative
August 8, 2015

Mr. Remzi Jaos
SERVICE EMPLOYEES INTERNATIONAL UNION
SEIU AFL-CIO, CLC Local 73 - Firefighters
300 S. Ashland Avenue, Suite 400
Chicago, Illinois 60607

Dear Mr. Jaos:

This letter reflects the agreement between the Union and the Laboratory with regard to work of the Dispatcher/Day Shift Firefighter during the Laboratory’s annual holiday shutdown of regular operations at the end of December and start of January. During the annual holiday shutdown of regular operations, the Dispatcher/Day Shift Firefighter shall be assigned to work his or her regular shifts on days that are not designated as holidays. The Dispatcher/Day Shift Firefighter may request vacation during the annual holiday shutdown of regular operations subject to vacation availability and operational needs.

Sincerely,

Daniel J. Raker
Attorney

The foregoing is accepted and agreed to this 3rd day of 8/12, 2015 by SEIU, Local 73 – Firefighters

By: Remzi Jaos, Business Representative
August 8, 2015

Mr. Remzi Jaos  
SERVICE EMPLOYEES INTERNATIONAL UNION  
SEIU AFL-CIO, CLC Local 73 - Firefighters  
300 S. Ashland Avenue, Suite 400  
Chicago, Illinois 60607

Dear Mr. Jaos:

This letter reflects the agreement between the Union and the Laboratory with regard to Emergency Medical Dispatcher ("EMD") certification. The Laboratory agrees that it will provide training for this certification to all bargaining unit members prior to December 31, 2016. The Laboratory will support training time and one attempt at the certification test. A bargaining unit member who does not pass the certification test on the first attempt must try additional attempts at the employee’s expense and outside of paid work time.

As of December 31, 2016 all bargaining unit members shall be required to have and maintain an EMD certification as a condition of employment and any bargaining unit member who does not have an EMD certification shall be terminated. New hires shall be required to obtain an EMD certification within the first year of their Laboratory employment.

Sincerely,

[Signature]
Daniel J. Raker  
Attorney

The foregoing is accepted and agreed to this 3rd day of 12, 2015  
by SEIU, Local 73 - Firefighters

By:  
Remzi Jaos, Business Representative
August 8, 2015

Mr. Remzi Jaos
SERVICE EMPLOYEES INTERNATIONAL UNION
SEIU AFL-CIO, CLC Local 73 - Firefighters
300 S. Ashland Avenue, Suite 400
Chicago, Illinois 60607

Dear Mr. Jaos:

Pursuant to the terms of this letter, bargaining unit members may use the nonoccupational disability leave benefit provided in Section 11.2 of the Collective Bargaining Agreement to care for a sick family member. This benefit is called Sick Leave Family (“SLF”). For SLF purposes, family member includes a spouse, child (includes adopted), parents (includes in-laws), and with Human Resources (HR) approval, a significant other person residing with the bargaining unit member. Bargaining unit members may use up to 112 hours per calendar year of their existing sick leave balance to provide care for a family member who needs care as a result of physical or mental illness, injury, pregnancy or childbirth.

Subject to the terms of this letter, SLF shall be administered in accordance with Section 11.2 of the Collective Bargaining Agreement and other applicable Laboratory policies and work rules as though the absence were necessitated by the illness or injury of bargaining unit members themselves.

This Letter will terminate along with the Collective Bargaining Agreement that was originally effective August 8, 2015.

Sincerely,

Daniel J. Raker
Attorney

The foregoing is accepted and agreed to this day of , 2015 by SEIU, Local 73 – Firefighters

Remzi Jaos, Business Representative
August 8, 2015

Mr. Remzi Jaos  
SERVICE EMPLOYEES INTERNATIONAL UNION  
SEIU AFL-CIO, CLC Local 73 - Firefighters  
300 S. Ashland Avenue, Suite 400  
Chicago, Illinois  60607

Dear Mr. Jaos:

The Laboratory agrees that it will give serious consideration to the performance of work by bargaining unit personnel before subcontracting. However, the decision as to whether it is necessary to have work contracted-out must be made by the Laboratory in order that it can fulfill its responsibility to the government under its contract.

If the Laboratory elects to subcontract work, it shall first give the Union thirty (30) days’ notice before doing so. If the Laboratory elects to subcontract work in a manner that will result in the layoff of any bargaining unit employees, the Laboratory agrees that it will inform and discuss the matter with the Union, including possible effects on bargaining unit members. Prior to implementing a subcontracting arrangement that will result in the layoff of bargaining unit members, the Laboratory shall, at the Union’s request, meet with the Union and give the Union an opportunity to make recommendations as to any aspect of the work. At the time of any subcontracting action, the Laboratory shall recommend laid-off bargaining unit members to a subcontractor for any available positions and bargaining unit personnel shall have the right of refusal for available positions with the subcontractor at the Argonne site for which the bargaining unit member is qualified. At the request of any bargaining unit member, the Laboratory shall verify compensation information related to the bargaining unit member. Layoff allowance will not be paid to employees hired directly by the subcontractor.

Sincerely,

[Signature]
Daniel J. Raker  
Attorney

The foregoing is accepted and agreed to this 3 day of 12, 2015 by SEIU, Local 73 – Firefighters

By: [Signature]  
Remzi Jaos, Business Representative