AGREEMENT

between

FERMI NATIONAL ACCELERATOR LABORATORY

operated by

FERMI RESEARCH ALLIANCE, LLC

for the

U.S. DEPARTMENT OF ENERGY

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO, LOCAL NO. 1-21

November 1, 2012

TABLE OF CONTENTS

ARTICLE 1 Union Recognition..... 1

ARTICLE 2 Management..... 2
Policies and Procedures..... 2

ARTICLE 3 No Strike, No Lockout..... 3
Section 3.1 Prohibited Activity..... 3
Section 3.2 Discipline..... 3
Section 3.3 Other Enforcement..... 3
Section 3.4 No Lockout..... 3

ARTICLE 4 Grievance Procedures..... 4
Section 4.1 Definition of Grievance..... 4
Section 4.2 Time Limits..... 4
Section 4.3 Settlement Procedure..... 4
Step 1..... 4
Step 2..... 4
Step 3..... 4
Section 4.4 Disciplinary Grievances..... 5
Section 4.5 Union Representation..... 5
Section 4.6 Time Spent Handling Grievances..... 5
Section 4.7 Disciplinary Warnings..... 5
Section 4.8 Notice of Disciplinary Action..... 5

ARTICLE 5 Arbitration..... 6
Section 5.1 Appeal to Arbitration..... 6
Section 5.2 Selection of Arbitration..... 6
Section 5.3 Hearing Procedure..... 6
Section 5.4 Impartial Arbitrator's Jurisdiction..... 6
Section 5.5 Award and Expenses..... 6

ARTICLE 6 Seniority..... 7
Section 6.1 Definition of Seniority..... 7
Section 6.2 Acquisition of Seniority: Probationary Period..... 7
Section 6.3 Application of Seniority..... 7
(a) Layoffs and Recalls..... 7
(b)Other Applications..... 7
Section 6.4 Layoff and Recall Procedure..... 7
Section 6.5 Vacancies and Promotions..... 8
Lieutenant Assignment..... 8
Section 6.6 Terminations of Seniority..... 9
Section 6.7 Seniority Lists..... 9
Section 6.8 Seniority Retention..... 9
Section 6.9 Seniority of Employees Promoted to Supervisory Positions. 9
Section 6.10 Calculation of Seniority..... 9

ARTICLE 7 Hours of Work/Overtime..... 10

Section 7.1 No Guarantee..... 10
Section 7.2 Normal Work Time..... 10
Section 7.3 Overtime Premium Pay..... 10
Section 7.4 Overtime Distribution..... 10
Section 7.5 Call-back Pay..... 11
Section 7.6 Report-in Pay..... 11
Section 7.7 Conference and Medical Examination Time..... 11
Section 7.8 Assignment of Overtime..... 11
Section 7.9 Education..... 11
Section 7.10 Certification..... 12

ARTICLE 8 Wages..... 13
Section 8.1 Regular Straight-Time Hourly Rates..... 13
Section 8.2 New or Change Jobs..... 13
Section 8.3 Bereavement Leave..... 13
Section 8.4 Jury Duty Pay..... 13
Section 8.5 Temporary Transfer..... 13
Section 8.6 Method of Payment..... 14

ARTICLE 9 Insurance and Retirement..... 15
Section 9.1 Insurance..... 15
Section 9.2 Retirement Plan..... 15
Section 9.3 Long Term Disability..... 15
Section 9.4 General Changes..... 15

ARTICLE 10 Holidays..... 16
Section 10.1 Recognized Holidays..... 16
Section 10.2 Basis of Pay..... 16
Section 10.3 Eligibility..... 16
Section 10.4 Floating Holiday Designation..... 16
Section 10.5 Holiday Leave..... 16
Section 10.6 Additional Holidays..... 17

ARTICLE 11 Vacations..... 18
Section 11.1 Vacations..... 18
Section 11.2 Regulations..... 19

ARTICLE 12 Leaves..... 20
Section 12.1 Workers Compensation..... 20
Section 12.2 Sick Leave..... 20
Section 12.3 Accrual of Non-Occupational Disability Leave..... 21
Section 12.4 Conditions of Eligibility..... 21
Section 12.5 Undocumented Leave Limitations..... 22
Section 12.6 Payment on Release for Health Reasons..... 22
Section 12.7 Report of Non-Occupational Disability Leave Accrual..... 22
Section 12.8 Special Extension of Disability..... 22
Section 12.9 Military Service..... 23
Section 12.10 Leave of Absence..... 23

ARTICLE 13 No discrimination; Union Security..... 24

Section 13.1 Non-Discrimination..... 24
Section 13.2 Equal Opportunity..... 24
Section 13.3 Federal and State Laws, Orders and Final Adjudications.... 24
Section 13.4 Union Shop..... 24
Section 13.5 Hiring..... 24
Section 13.6 Withdrawal Period..... 24
Section 13.7 Union Membership..... 25
Section 13.8 Union Business..... 25
Section 13.9 Deductions for Union Dues..... 25
Section 13.10 Authorization Form..... 27

ARTICLE 14 Equipment..... 28
Section 14.1 Uniforms and Equipment..... 28
Section 14.2 Patches..... 28

ARTICLE 15 Health..... 29
Section 15.1 Restricted Duty..... 29

ARTICLE 16 Complete Agreement, Waiver, Preservation of Agreement Safety. 30
Section 16.1 Complete Agreement..... 30
Section 16.2 Waiver..... 30
Section 16.3 Preservation of Agreement..... 30
Section 16.4 Safety..... 30
Section 16.5 Licensing Renewal 30

ARTICLE 17 Term of Agreement..... 31
Section 17.1 Term of Agreement..... 31
Section 17.2 Term of Schedule of Wages..... 31

APPENDIX A Schedule of Wages..... 32

APPENDIX B Miscellaneous Agreements..... 33
Mileage Allowance..... 33
Parking..... 33
Assignments..... 33
Shift Exchange..... 33
Rules..... 33

PREAMBLE

This Agreement is entered into by and between Fermi Research Alliance, LLC (Fermi National Accelerator Laboratory), hereinafter referred to as the Laboratory, and Local No. I-21. International Association of Fire Fighters, hereinafter referred to as the Union.

It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Union. to provide for equitable and peaceful adjustment of differences which may arise and to establish proper standards of wage, hours and other conditions of employment.

ARTICLE 1 UNION RECOGNITION

The Laboratory will recognize the union during the term of this Agreement as the exclusive collective bargaining representative of employees included in the unit described in NLRB Case No. 1 3-RC- 13470. The term, "employee," as used in this Agreement shall refer only to employees included in that unit unless otherwise worded. Persons employed on a part-time or temporary full-time basis to supplement the regular work force as required to meet the needs of the Laboratory shall not be considered members of the bargaining unit if their total length of continuous employment is ninety (90) days or less.

ARTICLE 2 MANAGEMENT

All rights to manage the Laboratory and to direct the work of employees shall continue to be vested in and be the exclusive responsibility of the Laboratory Administration as such rights existed prior to the execution of this Agreement, except as such rights are limited by provisions of this Agreement which specifically and expressly describe the right or rights to be limited and the extent of the limitation.

Management and direction of the Laboratory include, but are not limited to, the following rights: to direct, plan, change or control all Laboratory operations and procedures: to establish, disestablish, change or modify work schedules, methods of work, places of work and content of work assignments; to establish and enforce work rules and to discipline or discharge employees for just cause (probationary employees may be discharged without cause); to relieve employees for lack of work or other legitimate reasons; to introduce new methods, materials or facilities; to determine the need for and identity of suppliers, contractors and subcontractors: to hire, select, promote, demote, evaluate the abilities of and determine the number of employees required: to assign available work to employees or to others in accordance with the requirements of the Laboratory as determined by its Administration; and to take such action as the Laboratory Administration may determine to be necessary for the orderly, safe and efficient achievement of the Laboratory's goals. Nothing in this Agreement (including Article 1) shall be deemed a guarantee that any work now performed at or by the Laboratory will be continued to be performed at or by the Laboratory, or a guarantee of continued employment or Laboratory operations.

Policies and Procedures.

(a) New and revised portions of the emergency management Policy and Procedures Manual shall be posted for four (4) calendar days prior to effective date, except where emergency conditions exist.

(b) The emergency management Policy and Procedures Manual will be amended as necessary to reflect current Laboratory policies regarding minimum manning and assignment of unit employees to position of Acting Shift Commander.

ARTICLE 3 NO STRIKE - NO LOCKOUT

Section 3.1. Prohibited Activity. The grievance and arbitration procedures provided by this Agreement are the exclusive means of resolving grievances and the remedies and procedures provided by the Courts, by the National Labor Relations Act, and by other agencies and shall be the exclusive means for resolving any other dispute between the employees and/or the Union and the Laboratory, whether relating to the interpretation or application of this Agreement, economic matters or otherwise. Accordingly, and in consideration of the benefits provided herein, the Union, on behalf of itself and the employees, agrees that neither it nor they, collectively or singly, nor any of their agents, will encourage, incite, sanction, support or participate in any strike (including sympathy strike), picketing, slowdown or other intentional interruption of or interference with work or Laboratory operations, regardless of the reason, during the term of this Agreement and any extensions thereof.

The Union will notify their representatives of their obligations for maintaining compliance with this Article and their responsibility to direct employees violating this Section to return to work.

Section 3.2. Discipline. Any employee who engages in activity prohibited by Section 3.1. shall be subject to discipline, including discharge, without regard to the penalties imposed or not imposed on other employees for like conduct. The only subject of a grievance shall be whether or not the employee engaged in prohibited activity.

Section 3.3. Other Enforcement. In the event of a claimed violation of Section 3.1. by an employee or group of employees, the Laboratory shall have the right (without waiving any other rights) to seek judicial restraint of the action claimed to be in violation of Section 3.1.

Section 3.4. No Lockout. During the term of this Agreement, the Laboratory will not institute a lockout over a dispute with the Union so long as there is no breach of Section 3.1. A layoff shall not be construed as a lockout.

ARTICLE 4 GRIEVANCE PROCEDURES

Section 4.1. Definition of Grievance. A grievance is any dispute or difference of opinion raised by the Union or an employee against the Laboratory involving the meaning, interpretation or application of the provisions of this Agreement.

Section 4.2. Time Limits. A grievance must be presented in writing by no later than the end of the tenth (10) calendar day following the event giving rise to the grievance, provided that with respect to grievances over alleged improper layoff, or discharge, no liability shall accrue to the Laboratory prior to the date on which the grievance is filed in writing. Any grievance that is not presented within this time frame shall be dismissed and deemed settled.

Section 4.3. Settlement Procedure. A grievance shall be raised and discussed in accordance with the following procedure:

> **Step 1:** The employee or the Union (if a Union grievance) shall raise the grievance orally with the immediate supervisor. The employee may raise the grievance in company with a Union representative if he/she chooses. The supervisor shall respond by not later than the end of the grieving employees' second shift following the oral discussion.
>
> **Step 2:** If the grievance is not resolved by the supervisor's oral answer, it shall be reduced to writing on a form to be supplied by the Laboratory, stating the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, the relief requested and signed by the employee and presented to the Fire Chief no later than the end of the grievant's second shift following the Step 1 response. The Chief shall give his written answer by the end of the grievant's second shift following receipt of the written grievance.
>
> **Step 3:** The Step 2 written answer shall settle the grievance unless it is appealed by the Union Steward or an Officer of the Local Union to the Laboratory representative responsible for the administration of this Agreement within five (5) Laboratory work days after delivery of the second step written answer to the steward or an officer of the local Union. The appeal shall rebut the second step answer and may request a meeting on the grievance. If a meeting is requested, the Laboratory representative (together with any other members of the Laboratory management he/she believes appropriate) will meet with the Steward and a Union business representative to discuss the grievance. The Laboratory will submit a written answer within ten (10) Laboratory workdays of the meeting (or, if no meeting is requested, within ten (10) Laboratory workdays after receipt of the Appeal).
>
> That answer shall settle the grievance unless appealed to arbitration in accordance with the provisions of Article 5 of this Agreement.

The term "Laboratory work days" shall not include Saturdays, Sundays or holidays observed under this Agreement. Time limits for either party may be extended only by mutual agreement, confirmed in writing. If the Laboratory fails to answer within the period stated, the Union may appeal the grievance to the next step or to arbitration within the time limit for the appeal at that point.

Section 4.4. Disciplinary Grievances. A grievance over a discharge may be initially filed at Step 3 in writing. The 3rd step Laboratory answer shall settle the grievance unless it is appealed to arbitration in accordance with the provisions in Article 5.

Section 4.5. Union Representation. The Laboratory will recognize and deal with one (1) Union Steward, among each separately supervised group of employees, for the purposes of grievance processing. The stewards shall be selected by the employees and/or their Union, provided that the Laboratory will not recognize or deal with a person as steward who is not a full-time employee of the Laboratory assigned to the group he represents and provided further that the Laboratory shall not be required to recognize any person as steward prior to the expiration of three (3) work days after written notice of the designation of such employee as steward has been delivered to the Laboratory representative responsible for the administration of this Agreement.

Section 4.6. Time Spent Handling Grievances. There shall be no deduction from pay for time spent handling grievances, provided that in the event the Laboratory finds the time spent to have been excessive or unreasonable, the Laboratory may refuse to pay for the excessive time involved. When it is necessary for an employee to be absent temporarily from his work assignment to initiate or process a grievance or conduct Union business, he shall give suitable notice in advance to his supervisor of the time when such absence will commence and shall report to his supervisor promptly upon his return to work.

Section 4.7. Disciplinary Warnings. Official disciplinary warnings against an employee's record shall be in written form and a copy shall be given to the employee and to the Union Steward. In the event an employee does not have an official warning for twenty-four (24) months, all previous warnings shall be removed from his file, except that warnings based on absenteeism shall remain in his file for three (3) years. On written performance evaluations, the employee shall be given two (2) working days to file a written reply or comment to the Laboratory's evaluation should he desire to do so.

Section 4.8. Notice of Disciplinary Action. An employee who is being suspended or terminated shall be given written notice thereof and a copy of such notice shall be given to the Union Steward and a copy shall be mailed to an Officer of the Local Union. Failure to give such notice shall not affect the validity of the action taken, but the time for filing of any grievance may be extended until such notice is given.

ARTICLE 5 ARBITRATION

Section 5.1. Appeal to Arbitration. The Laboratory's written answer at Step 3 of the grievance procedure may be appealed to arbitration by the Union within fifteen (15) calendar days of the date of delivery of the Step 3 answer by a notice in writing to the Laboratory representative responsible for the administration of this Agreement together with a list of five (5) suggested impartial arbitrators' names.

Section 5.2. Selection of the Arbitrator. The Laboratory will either select an arbitrator from the Union's list or within seven (7) calendar days send a list of five (5) suggested impartial arbitrators to the Union. If the Union has not accepted one of the arbitrators suggested by the Laboratory by the end of seven (7) calendar days after the Laboratory list has been submitted, the parties promptly shall jointly petition the Federal Mediation and Conciliation Service for a panel of five (5) arbitrators who are members of the National Academy of Arbitrators. Upon receipt of the FMCS list, the Union shall strike two (2) names and the Laboratory shall then strike two (2) names and the person whose name remains shall be the arbitrator.

The impartial arbitrator who is selected shall be jointly notified of his selection and requested to advise the parties concerning his availability.

Section 5.3. Hearing Procedure. The Arbitrator shall conduct a fair hearing, carried on with all convenient speed, at which he shall receive evidence both oral and documentary. Each party shall have the right to examine and cross-examine witnesses, to make a record, and to file a post-hearing brief.

Section 5.4. Impartial Arbitrator's Jurisdiction. The impartial arbitrator shall act in a judicial, not legislative, capacity and shall base his decision on the express language of the Agreement (as distinguished from implied meanings) without amending, subtracting from, ignoring or changing the Agreement provisions. His decision shall be confined to the particular issue necessary to resolve the grievance without recommendation or comment on other matters. A past practice shall not be deemed to have contractual status binding on the Laboratory unless it has been expressly agreed to in this Agreement. If the (alleged) grievance does not involve the interpretation or application of the express terms of this Agreement, the impartial arbitrator shall so rule in his award and shall entertain the matter no further. Time limitations and other matters of procedure are not waived by the Laboratory by proceeding to settle with the grievant on the merits. The Laboratory shall not be liable for any damages or other relief for any period prior to the date of the written grievance (taking into consideration interim earnings and reasonable efforts to mitigate damages).

Section 5.5. Award and Expenses. An award rendered in conformity with this Agreement shall be final and binding on the Laboratory, the employee and the Union. The expense and fee of the Arbitrator and of the hearing room shall be shared equally by the parties. The expense of the stenographic transcript of the proceedings shall be shared by the parties. All other expenses shall be borne by the party incurring them. Either party may be represented by counsel.

ARTICLE 6 SENIORITY

Section 6.1. Definition of Seniority. Seniority is an employee's length of continuous service commencing on the date of his last hire, as provided in section 6.10. Seniority rights are created by this Agreement, exist only to the extent expressed herein, do not survive beyond the term of this Agreement, serve as qualification for benefits as expressly provided for in this Agreement and for no other purpose, are limited exclusively to this Laboratory, and cannot be exercised elsewhere under any circumstances.

Section 6.2. Acquisition of Seniority; Probationary Period. Each employee shall be considered as a probationary employee for the first six (6) months of employment after completion of which his seniority shall date back to the date he started to work, provided that, upon written notification by the Laboratory to the Secretary-Treasurer of the Local Union, the probationary period shall be extended by an additional thirty (30) days. While in a probationary status, an employee shall have no seniority. A probationary employee may be transferred, laid off, discharged or otherwise terminated at the sole discretion of the Laboratory, and no grievance shall be raised or processed in connection therewith.

Section 6.3. Application of Seniority.

(a) **Layoffs and Recalls.** Seniority shall be the controlling factor where, as between the employees concerned, ability to perform the available work and physical fitness are relatively equal.

(b) **Other Applications.** Seniority shall be a principal consideration where, as between the employees concerned, demonstrated ability to fulfill the job assignment (measured by skills, experience and training) and physical fitness are relatively equal.

Section 6.4. Layoff and Recall Procedure.

a) When a layoff of employees in a classification is to last for more than fourteen (14) calendar days (i.e., an indefinite layoff), probationary employees (if any) shall be the first ones removed from the classification and then employees in the classification shall be removed in reverse order of seniority, applied as set forth in Section 6.3(a). Layoffs lasting, or expected to last, fourteen (14) days or less (i.e., a temporary layoff) may be effected without regard to this Article 6.
b) Employees on layoff with seniority shall be recalled to work as work becomes available, in reverse order of layoff subject to Section 6.3.(a).
c) In the event the Laboratory is required to lay off an employee without giving fourteen (14) calendar days notice, the employee shall receive a sum equal to twice his average weekly earnings (calculated on the base, annual scheduled earnings of the employee affected) less any pay received by the employee for work performed after notice of layoff.

Employees who have completed their initial hire (probationary) period are eligible for severance pay based on the following schedule:

SERVICE	SEVERANCE PAY
Less than 1 year	2 weeks
1 year to 5 years	3 weeks
5 years to 10 years	5 weeks
10 years to 15 years	7 weeks
15 years to 20 years	9 weeks
20 years to 25 years	11 weeks
25 years to 30 years	13 weeks

Terminating employees eligible for severance pay shall receive such pay in a lump sum pay out.

Employees placed on layoff status who have completed the entry probation period are eligible for continued participation in the Laboratory health benefits program with premiums supplemented by the Laboratory based on the following schedule:

(a) First 12 months beginning with the month of termination, affected employees will pay the employee deduction amount in effect for the month which payment is made.
(b) Second 12 months beginning with the anniversary month of termination, affected employees will pay one-half of what would be the COBRA rate for the month of which payment is made.
(c) Third 12 months beginning with the anniversary month of termination, affected employees will pay the full COBRA rate.

Section 6.5. Vacancies and Promotions. When the Laboratory intends permanently to fill a vacancy in a position included in the bargaining unit, and such vacancy represents a promotion to other employees in the unit, the Laboratory shall:

(a) post a notice thereof on the departmental bulletin board for a period of two (2) full cycles of the three (3) shifts, and
(b) provide a means whereby employees interested in the vacancy may apply to fill it, and
(c) in making the selection from among qualified applicants follow the test set forth in Section 6.3.(b).

Once selected, the successful applicant shall be placed on the job as soon as practicable. Pending completing of the foregoing procedure, and/or in the absence of qualified applicants, the Laboratory shall be free to fill the job from any source. Temporary vacancies, such as those created by absences, vacations, union business, illness/injury of known or estimable duration, may be filled without regard to this Section and from any source, provided that transferred employees shall be paid the rate of the job or the permanent rate held prior to the transfer, whichever is higher, during the period of the transfer. An employee promoted to a new job pursuant to the foregoing provisions may be removed from such job and returned to his former position if he fails to perform the work satisfactorily, as determined by the Fire Chief.

Lieutenant Assignment. Each company of five (5) Fire Fighters will include, among the five, one (1) Lieutenant who shall:

a) Perform, in addition to regular Fire Fighter functions, such lead and/or quasi supervisory functions as may be delegated by the Chief or Shift Commander;
b) Be Selected in accord with the provisions of Section 6.5.; and
c) Be paid at the rate of Lieutenant classification.

Section 6.6. Termination of Seniority. Seniority and the employment relationship shall terminate automatically when an employee:

(a) is discharged:
(b) is laid off or absent from work for any reason for a period of eighteen (18) months or the amount of his seniority as of his last day of work, whichever is shorter;
(c) voluntarily quits. which shall include:
  (i) express resignation;
  (ii) a failure to notify the Laboratory of his intention to return to work after layoff within five (5) calendar days after being notified to return and to report to work within ten (10) calendar days after such notice (unless the period is extended in writing by the Laboratory); the Laboratory's notice shall be by certified or registered mail directed to the last address appearing on the Laboratory records, (delivered or attempted delivery);
  (iii) an absence and failure to notify the Laboratory and obtain authorization for the absence, as soon as possible, but not later than three (3) calendar days after the absence commences:
  (iv) an overstay of a leave of absence, or giving a false reason to obtain it, or the overstay of a vacation, unless he furnishes an excuse acceptable to the Laboratory for reporting late from his vacation. (No excuse will be "acceptable," in any event if the employee could have called the Laboratory to tell of the delay prior to or at the beginning of his first scheduled work day following vacation, but did not); or
(d) is retired under the retirement program.

Section 6.7. Seniority Lists. The Laboratory shall post, at least annually, an updated employee roster showing classification and unit seniority. A copy of the roster shall be sent to the Secretary-Treasurer of the local Union at the time of posting.

Section 6.8. Seniority Retention. Employees shall suffer no loss of seniority upon their return to a job within the bargaining unit after working outside of the bargaining unit, provided that an employee shall lose seniority after working voluntarily outside the bargaining unit for ninety (90) continuous days or longer.

Section 6.9. Seniority of Employees Promoted to Supervisory Positions. An employee who is promoted from a position within the bargaining unit shall continue to accrue seniority for a period of six (6) months; thereafter such employee shall not continue to accrue seniority.

Section 6.10. Calculation of Seniority. Seniority shall be calculated from date of entry into the Laboratory Fire Department for purposes of competitive-status benefits (for example, layoff, recall, promotion, overtime [where applicable]). Seniority shall be calculated from date of hire by the Laboratory for purposes of benefit eligibility (e.g. vacation accrual).

ARTICLE 7 HOURS OF WORK/OVERTIME

Section 7.1. No Guarantee. This Article sets forth the Agreement concerning overtime and is not to be construed as a guarantee of pay or of hours of work per day or per week. Overtime or other premium payments shall not be paid more than once for the same hours worked; there shall be no pyramiding of overtime.

Section 7.2. Normal Work Time. Insofar as work is required, the normal work day shall be twenty-four (24) consecutive hours. A twenty-four (24) hour work day is to be followed by a forty-eight (48) hour rest period, less any overtime. In the event the Laboratory changes the foregoing work pattern, the Union shall be advised of said change not less than two (2) months in advance thereof and afforded an opportunity to bargain with respect to said change.

Section 7.3. Overtime Premium Pay. An employee working in excess of their scheduled hours shall be paid two (2) times their regular hourly rate except for days traded and shift re-assignments. The re-assignment of shifts will not be used to avoid overtime payment, but to meet management and operational requirements.

Section 7.4. Overtime Distribution.

(a) Employees are required to perform overtime work as assigned.

(b) Employees on each shift shall be accorded non-emergency overtime work opportunities on the basis of equal distribution of such opportunities. Employees newly hired shall be charged at the time of entry into the classification with the average number for the group. Overtime offered or assigned. but not worked for any reason, will be counted as worked for purposes of maintaining the overtime equalization referred to in the preceding sentence.

(c) Any complaint or grievance concerning overtime distribution shall be settled, and the proven inequity remedied, exclusively through future overtime assignments and not by payment. Nothing in this Agreement shall require the payment of overtime or other penalty premium for hours which have not actually been worked by the employee seeking such pay.

(d) Overtime records and lists are to be kept on an annual basis. On the contract anniversary date each year, the previous year's overtime records and lists shall be closed out and new records and lists established with each employee in the unit starting at zero (0) hours for the purpose of overtime distribution. Initial assignments following the start of each contract year shall be made in line with seniority among available employees.

(e) Overtime records shall be maintained in the Fire Station Office and will be made available to Unit members. The overtime records and lists will be available to the Union for the purpose of investigating complaints or grievances concerning overtime.

(f) When the Laboratory knows in advance that scheduled overtime will be required for a twenty-four (24) hour shift or less and that day's overtime is offered to the next eligible employee and is accepted by that employee, the Laboratory shall make the appropriate notation on the overtime records and lists adding such hours to the employee's accumulation of overtime distribution.

(g) Overtime records and lists shall reflect hold-over overtime hours in the same manner

as all other overtime.

(h) Overtime opportunities will be offered to the available employees in reverse order of accumulated overtime. An employee not qualified to perform the work may be skipped over in this process, provided a notation concerning the basis of such action is made at the time of notice. "Available employees" are:

(1) Hold over employees on the off-going shift.
(2) Call-in employees in the unit.
(Note: Available" also means reachable by telephone; the caller shall make a notation at the time of call if there is no answer.)

Section 7.5. Call-back Pay. An employee who has finished a regularly assigned shift, has left the Laboratory, and is called back to work outside of his regularly scheduled shift for a period not adjacent to his next assigned shift is guaranteed no less than four (4) hours work. Where such a call-back occurs adjacent to the employee's regularly assigned shift, time worked shall be paid at the appropriate rate.

Section 7.6. Report-in Pay. An employee who reports to work at his regularly scheduled shift starting time without having been notified not to report to work is guaranteed no less than four (4) hours work or pay in lieu thereof at his regular straight-time hourly rate, regardless of the amount of time actually worked, unless the reason for lack of work or lack of notice is beyond the control of the Laboratory. For purposes of this Section, an employee shall have been "notified" if the Laboratory telephones or telegraphs the most recent telephone number or address on file with the Laboratory.

Section 7.7. Conference and Medical Examination Time. Any employee who is expressly required by a supervisor or any other representative of the management to report at the Laboratory outside of regularly scheduled working hours will be paid for all time spent in conference or examination at his regular hourly rate, plus any applicable premium pay computed under Section 7.3. but in any event the employee shall be guaranteed two (2) hours' pay at his regular hourly rate. This Section shall not apply to any time spent in investigating, handling or processing a grievance nor to call back pay under Section 7.5 nor shall this Section be applicable where the employee is already receiving pay for excused absence (including sick leave) on the work day on which the conference or medical examination occurs.

Section 7.8. Assignment of Overtime. The Shift Commander and/or officer-in-charge determines when personnel are required to work overtime, what positions need to be filled, and for how long. Any member of the unit who is required to work on mandatory overtime shall have the opportunity of choosing to work the full twenty-four (24) hour shift or only the first ten (10) hours of the shift. If he chooses to accept only the first ten (10) hours, the regular call-in procedure must be repeated to fill the remaining fourteen (14) hours. In this event, the member working the first ten (10) hours loses his eligibility to accept or refuse the remaining fourteen (14) hours.

Section 7.9. Education. An employee shall be granted time off work without loss of pay to attend courses of instruction which are required and approved by management. Other courses of instruction which are job related but are not required by management will only be approved if the employee's absence does not conflict with regularly scheduled shifts. Employees may request vacation or arrange shift trades to enable their attendance at

courses of instruction which are not required.

The Fire Department Chief will compile a list of required courses and qualifications for each position covered by this Agreement. As circumstances change, and dependent on operational needs and conditions, the Chief may amend these lists of requirements which will be posted on the Fire House bulletin board by the Laboratory.

Section 7.10. Certification: An employee may request time off work without loss of pay to attend required certification/re-certification exams which will only be approved if the employee's absence does not conflict with regularly scheduled shifts.

The Fire Department Chief will compile a list of required certifications/recertifications for each member including but not limited to Illinois State Certified Firefighter II/Basic Firefighter, Emergency Medical Technician B, Illinois State Certified Hazardous Materials Operations Level, the National Incident Management System (NIMS) Class B Non CDL driver's license, and Illinois Hazardous Material Incident Command (required completion within five years of employment). As national or Illinois State law requirements change, and dependent on operational needs and conditions, the Chief may amend these lists of certification requirements which will be posted on the Fire House bulletin board by the Laboratory.

Employees will advance from the Trainee classification to the Fire Fighter classification following successful completion of the current list of certification requirements. Employees hired in the Trainee classification must complete such certifications within thirty (30) months or be subject to termination.

The requirement of the Laboratory is that all employees of the Fermilab Fire Department must hold an Emergency Medical Technician B certification; the Laboratory shall be responsible for the recertification costs to the responsible government agency that governs and issues those certifications. The Laboratory will pay recertification cost for an EMT P certification if the incumbent is hired with a P certification or obtained the P certification while employed by the laboratory prior to 11/1/2012.

ARTICLE 8 WAGES

Section 8.1. Regular Straight-Time Hourly Rates. During the term of this contract the regular straight-time hourly rates shall be as set forth in Appendix A to this Agreement. Appendix A sets forth the job classifications covered by this Agreement and the minimum and maximum rates applicable thereto.

Section 8.2. New or Changed Jobs. When the Laboratory exercises its discretionary right to create a new job classification (by combining, eliminating, separating or modifying existing job classifications) and sets a new rate applicable thereto, said rate shall bear a fair and equitable relationship to the other rates pursuant to the Laboratory job evaluation plan. If the employees concerned feel that the new rate has not been properly set in conformity with the procedures of the Laboratory job evaluation plan, they may file a grievance making such a claim. The Laboratory shall notify the Union of its decision and, upon request, discuss the issue of whether the rate which the Laboratory has established for such new classification bears a fair and equitable relationship to the other rates established pursuant to the Laboratory's job evaluation plan.

Section 8.3. Bereavement Leave. An employee who suffers a death in his immediate family (identified as spouse. child, parent, step-parent or foster parent, parent-in-law, brother, sister,, grandchildren, and grandparents) shall be given up to twenty-four (24) hours' consecutive time off, with pay, as needed to attend the funeral. Proof of death, relationship, amount of leave required and attendance may be required before payment is made.

Payment will be made on the basis of normal pay for a work day at the bereaved employee's rate for time which the employee would otherwise have worked but for traveling to. from, and attending the funeral.

Section 8.4. Jury Duty Pay. An employee who is required to perform jury duty in state or federal court shall be paid his normal hourly rate for all scheduled hours of work lost because of such services less the amount of pay provided by the court for such services; the transportation expense payment shall not be included in the pay adjustment. Employees on jury duty are expected to report to work in the event they are excused from jury duty because of a holiday, which is not recognized by this collective bargaining agreement. In order to qualify for this benefit the claiming employee shall

(a) attach the jury summons from the court to the weekly time report for the week in which jury duty was served;
(b) indicate the time spent on jury duty on the time report.

On approval of the weekly time report, Payroll will deduct the applicable pay based on the number of days service noted on the report.

Section 8.5. Temporary Transfer.

(a) An employee regularly classified as Fire Fighter who is assigned by supervision to assume Lieutenant duties shall receive Lieutenant classification pay for the period of the assignment.

(b) Any member of the bargaining unit who is assigned by supervision to assume Shift Commander (Acting Shift Commander) duties shall be paid an additional one dollar and fifty cents per hour above the Lieutenant rate for the period of the assignment.

(c) If the appointment of an Acting Shift Commander results in there being no Lieutenant on a shift, an Acting Lieutenant will be appointed who will receive Lieutenant's pay for the period of the appointment.

Section 8.6. Method of Payment. Wages paid to employees covered by this Agreement will be deposited directly into a bank account by electronic funds transfer. To this end, each employee will provide the Payroll Department with an account number into which their pay will be deposited.

ARTICLE 9 INSURANCE AND RETIREMENT

Section 9.1. Insurance. The Laboratory shall continue in effect the group insurance programs presently available to employees who are members of the bargaining unit, except as such plans or programs are hereafter modified pursuant to the terms of the plan(s).

Section 9.2. Retirement Plan. The Laboratory shall continue in effect the retirement plan currently covering employees who are members of the bargaining unit, except as such plan is hereafter modified pursuant to the terms of said plan.

Section 9.3. Long Term Disability. For the purpose of establishing a basic earnings base for a claim, the daily rate will be the base to which the allowances paid are measured.

Section 9.4. General Changes. In the event changes are made in the foregoing benefit plans and the changes are made applicable to Laboratory employees generally, said changes shall also be made applicable to employees who are covered by this Agreement.

ARTICLE 10 HOLIDAYS

Section 10.1. Recognized Holidays. The following paid holidays shall be recognized:

New Year's Day	Friday after Thanksgiving
Memorial Day	Christmas Eve half-holiday
Fourth of July	Christmas Day
Labor Day	New Year's Eve half-holiday
Thanksgiving Day	Floating Holiday
Dr. Martin Luther King Jr. Birthday	

Section 10.2. Basis of Pay. There will be no added or premium pay for work performed on a day of national holiday observance or on a day recognized as a holiday by the Laboratory; however, any person working such a national or recognized holiday receives both regular pay and holiday pay while those persons not normally scheduled for duty on those days receive holiday pay only for the twenty-four (24) hour period at their normal daily rate.

Section 10.3. Eligibility. An employee will be eligible for holiday pay unless:

(a) the employee is on layoff or leave of absence; or
(b) the employee does not work the work day before and after the holiday; and provided that absence on a qualifying day as specified below shall not disqualify:
  (i) an occupational injury compensated under this Agreement:
  (ii) jury or court summons, evidence of which shall be submitted in advance to the Laboratory; or
  (iii) illness or disability compensable under this Agreement, which shall be supported by a doctor's certificate; or
  (iv) excused absence;
(c) the employee is scheduled to work on the holiday and fails, without a reasonable excuse, to work as scheduled.

Section 10.4. Floating Holiday Designation. Floating holidays will be observed at the option of the employee and based on the operational needs of the Laboratory and the Fire Department. Holidays, whether floating or not, must be observed within the year in which they fall and are not cumulative one year to the next.

Section 10.5. Holiday Leave. One (1) employee on a crew assigned to work a holiday may take leave on such day provided:

(a) A minimum crew (5) is otherwise maintained:
(b) Bargaining unit crew members agree in writing as to who receives the leave; and
(c) Overtime is made mandatory to cover unscheduled absenteeism, or scheduled vacations among the remaining crew members. Call-in assignments required to maintain the minimum crew shall be made in line with the overtime distribution list.

Section 10.6. Additional Holidays. The list of recognized holidays will be automatically amended to include any additional holiday(s) which may be granted generally to employees of the Laboratory who are not covered by this Agreement, if such employees thereby receive more holidays than as provided by this Agreement.

ARTICLE 11 VACATIONS

Section 11.1. Vacations.

(a) Employees who have a Laboratory employment date of 12/31/96 or earlier and who meet the eligibility requirements shall be entitled to an annual vacation and vacation pay in accordance with the following schedule:

Length of Service	Accrual Rate
Less than 5 years of continuous service	14 hours per month at 4/3 times basic hourly rate
At completion of 5, but less than 7, years of continuous service	18-2/3 hours per month at 4/3 times basic hourly rate.
At completion of 7, but less than 9, years of continuous service	20-2/3 hours per month at 4/3 times basic hourly rate
At completion of 9, but less than 11, years of continuous service	22-2/3 hours per month at 4/3 times basic hourly rate
At completion of 11, but less than 13, years of continuous service	24-2/3 hours per month at 4/3 times basic hourly rate
At completion of 13, but less than 15, years of continuous service	26-2/3 hours per month at 4/3 times basic hourly rate
At completion of 15, or more years of continuous service	28-2/3 hours per month at 4/3 times basic hourly rate

(b) Employees who have a Laboratory employment date of 1/1/97 or later and who meet the eligibility requirements shall be entitled to vacation and vacation pay in accordance with the following schedule:

Length of Service	Accrual Rate
Up to 5 years	14 hours per month at 4/3 times the basic hourly rate
From 5 to 10 years	16-3/4 hours per month at 4/3 times the basic hourly rate
From 10 to 15 years	19-3/4 hours per month at 4/3 times the basic hourly rate
Over 15 years	22-1/2 hours per month at 4/3 Times the basic hourly rate.

Section 11 .2. Regulations.

(a) An employee will accrue vacation benefits monthly at a rate proportional to the employee's years of continuous service and consistent with the schedule set forth in Section 11.1 of this Article. An employee must be in pay status for at least six (6) working days in each month to earn vacation credit for that month. Vacation shall be credited to the employee's account in the month following the month in which it was earned.

(b) A new employee shall not earn vacation until he has completed three (3) calendar months of employment in which he has been in pay status at least six (6) working days each month, at which time he will be given credit for vacation earned during that period.

(c) Subject to supervisory approval. any employee may use any vacation credited to his account in any amount. No advance vacation pay may be obtained for vacations of less than five (5) consecutive working days.

(d) Each day of vacation will be paid at four-thirds (4/3) times the employee's basic hourly rate for twenty-four (24) hours.

(e) Vacation credited to an employee's vacation account may not exceed twenty-four (24) times the employee's monthly accrual rate.

(f) Upon termination of employment, an employee shall be paid for any unused vacation benefits.

(g) Upon recall from layoff, return from leave of absence, or reinstatement following military service, if the employee has retained seniority under Article 8, his date of employment for the purpose of determining the amount of his monthly accrual of vacation benefits under Section 11.1. shall be the same as it was immediately prior to his layoff or leave of absence, and he shall commence earning vacation with the date of his reinstatement. An employee who is rehired shall earn vacation in the same manner as a newly hired employee.

(h) Vacations of one week or more shall be scheduled within a shift based upon an employee's seniority with respect to other employees in a classification. To be assured of being scheduled in his proper order of seniority, an employee must file his vacation request prior to the first day of February in each vacation year.

ARTICLE 12 LEAVES

Section 12.1. Workers Compensation An employee absent from his/her work because of occupational disability may be entitled to benefits under the Illinois Workers Compensation Act or the Illinois Occupational Diseases Act.

Supplemental Pay. Pursuant to the terms and/or duration of such policy and for the Term of the Agreement the Laboratory will supplement any payments under the Illinois Workers Compensation Act or the Illinois Occupational Diseases Act, so that the total received will equal what the employee would have received at his/her normal pay rate (basic hourly rate) for scheduled work time, not to exceed an aggregate number of seven hundred twenty-eight (728) working hours [three (3) months] for each disability.

Reporting Workers Compensation Accidents or Illness. All occupational accidents or illnesses must be reported to the Medical Office. An employee should not be away from work without prior authorization and he/she must report details to his/her supervisor and to the Medical Office as soon as possible. Failure to immediately report injuries on the job may cause a delay in processing of the claim and thus, payment to the individual.

Requirements for Certification. To be eligible for occupational disability payment the employee must permit examination by a doctor. If the injury, illness or applicable law requires it, medical care must be given or must be arranged by the Laboratory. When being treated by an employee's personal physician for occupational injury and/or disability; a summary of condition (including diagnosis, treatment and prognosis) must be provided by that physician to the Laboratory physician before the disabled or injured employee returns to work in order to guide and ensure proper placement and protection of the employee and fellow workers.

Section 12.2. Sick Leave. An employee who is unable to perform his 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 non-occupational disability leave as hereinafter provided, unless such illness or injury results from willful violation of law or as the result of work performed for another employer (second job). An employee satisfying the conditions of eligibility in Section 12.4. shall, beginning with the seventeenth (17th) hour of each continuous absence from scheduled hours of work, or first (1st) hour in cases where the employee is hospitalized, released from work by the Laboratory because of illness, or is absent because of illness or injury otherwise verified, receive pay at his regular earning rate for scheduled work time for an aggregate number of hours not in excess of the number which the employee has accrued as computed under Section 12.3.

The term "otherwise verified" shall be construed to mean the employee shall either present a valid certificate of disability containing a diagnosis. an estimate of period of absence from work and signed by a licensed physician or request and receive leave to be absent from supervision. Supervision shall not withhold authorization for leave unreasonably, but may require the employee to report to Laboratory Medical Office as a condition of granting the request for leave.

Section 12.3. Accrual of Non-Occupational Disability Leave. Employees will accrue non-occupational leave at the rate of sixteen and two-thirds (16-2/3) hours per calendar month of employment, provided (1) that no accrual of non-occupational disability leave shall accumulate to a total in excess of one thousand four hundred and fifty six (1456) hours; (2) that no yearly accrual shall become effective while an employee is not actually working, but shall only become effective on the first day he or she returns to work: and (3) that non-occupational disability leave will not be accrued in any calendar month in which the employee is out of pay status for the entire month. An employee who is recalled from layoff (under the provisions of Article 10) shall have credited to his non-occupational disability leave account on the date of his return the same number of hours he had when the layoff began.

Section 12.4. Conditions of Eligibility. In order to receive payment under this Article, the following conditions of eligibility must be satisfied:

(a) Employees who have not satisfactorily completed the probation period will not be eligible for paid non-occupational disability leave.

(b) The employee shall normally notify the Shift Commander at least one hour before the employee's scheduled time for starting work that he will be absent due to illness or injury on each day of absence for such reasons, except where excused from this requirement by the Fire Chief because of mitigating circumstances.

(c) All cases of absence due to occupational illness or injury where the employee is totally disabled must be certified by the Medical Office of the Laboratory. Such absences require prior authorization from the Medical Office except in the most unusual circumstances. In the event that an employee absents himself from work because of occupational disability without prior authorization for such absence, he must report at the earliest possible time to his supervisor by telephone. Upon receiving such information from the employee, the supervisor will communicate the information immediately to the Medical Office. Thereafter, the Medical Office will process the case and make the required certification and authorization where it is determined that the absence is necessary because of occupational illness or injury. This procedure will apply for each day of absence, unless the employee is specifically excused from this requirement. If an employee is partially disabled, the Laboratory will make every reasonable effort to locate useful employment until such time that partial disability ends.

(d) Any absence due to non-occupational illness or injury in excess of two (2) working days of the employee requires the submission of a certificate containing a diagnosis and estimating the period of absence completed by a licensed doctor of medicine. In the event an employee is sent home from work by the Medical Office, the absence authorized is for that day only. If an employee remains away from work for a period extending beyond a week, the employee must send in such a certificate completed by a licensed doctor of medicine to the Medical Office weekly in order for non-occupational disability payments to be continued, except where excused from this requirement by the Medical Office.

(e) Absences will be paid for only on a basis of days which normally would have been worked, There will be no payments under this Article 12 for any days of disability which fall within an employee's layoff, vacation, holiday, leave of absence or absence excused for reasons other than disability hereunder, nor shall periods of layoff,

vacation, holiday, leave of absences excused for reasons other than disability be extended or rescheduled because of any disability commencing during any such period.

Section 12.5 Undocumented Leave Limitations. In the event any employee takes in excess of 24 hours of undocumented sick leave in a quarter and/or takes undocumented sick leave in an abusive pattern, any sick leave taken for the three month period following the day the employee reached 24 hours of sick leave use must be certified in accordance with the provisions of this Section. Excessive sick leave use that is uncertified will be disapproved and considered an unexcused absence.

An employee receiving sick leave and who is required to provide medical certification shall provide written documentation from his/her doctor to the Laboratory Medical Office for each period of illness/disability. The Medical Office will verify with Payroll that proper documentation has been received. Appropriate certification includes a written statement from the recognized medical provider including a diagnosis, dates of any doctor visits, a medical confirmation that the employee is/was unable to work due to illness/injury and the period of absence covered by the illness/injury. A recognized medical provider shall sign the documentation.

Section 12.6. Payment on Release for Health Reasons. In the event that an employee is released by the Laboratory pursuant to a determination of the Medical Office under Section 12.3, the employee will be paid at regular earning rate for each day accumulated in his unused non-occupational 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.

(a) **Physical Examinations and Release for Health Resources.** The Laboratory reserves the right as a condition of employment, or continued employment, to require such examination as the Medical Department of the Laboratory may deem necessary. The decision of the Medical Department as to the physical or emotional fitness of the employee for continued employment at the Laboratory shall not be subject to the Grievance Procedure or arbitration; however, the issue as to whether the action of the Laboratory management in releasing the employee for physical or emotional reasons was arbitrary or capricious shall be subject to the Grievance Procedure and may be taken to arbitration. When the Medical Department is of the opinion that an employee is no longer able, for health reasons, to continue in their present position, the Personnel Division will make every reasonable effort to offer employment in a different position for which the employee is qualified. The Laboratory will give every consideration to rehiring a released employee whose health has improved sufficiently. 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.

Section 12.7. Report of Non-Occupational Disability Leave Accrual. At the beginning of each calendar year, each employee shall be given an annual report of his non-occupational disability leave accrual.

Section 12.8. Special Extension of Disability. Employees are eligible for a special extension of sick leave benefits if they have at least three (3) years of continuous service at

the time of their absence, will be unable to work for a period of time in excess of thirty (30) working days and have less than 1456 hours of accumulated sick leave benefit. In this case, employees will be provided with a sick leave extension benefit of ½ basic hourly rate for a period of time equal to the amount of sick leave they had in their sick leave account (not to exceed six (6) months) from the first day they were unable to work up until they become eligible for the long-term disability benefit. Prior to receiving this extension benefit employees must use up all accumulated sick leave, all vacations and all floating holidays.

Section 12.9. Military Service. Both the Union and the Laboratory acknowledge their duties to observe and comply with all applicable Federal and State laws, executive orders and rules and regulations concerning re-employment of employees who enter the Armed Forces of the United States Government, and any action in reliance upon or in accordance with laws, orders or governmental rules and regulations shall not be deemed to constitute a violation of this Agreement. An employee shall be granted excused absence with pay for working time necessarily lost in taking pre-induction physical examinations for the Armed Forces upon the presentation of notice from the appropriate government agency. An employee shall be granted excused absence not exceeding fifteen (15) calendar days in any one calendar year in order to participate in a reserve training program of the Armed Forces; in addition, employees who are members of military reserve organizations including the National Guard and Coast Guard who are ordered to active duty for an emergency call-up by the President or State Governor will be granted leave with supplemental pay for a period of up to sixty (60) calendar days. An employee who is excused to participate in such activities shall be paid the difference between his basic hourly rate and pay for such military service if such pay is less than his Laboratory pay.

Section 12.10. Leave of Absence. Leave of absence is defined as any excused absence of thirty (30) consecutive calendar days or more in duration. Employees other than probationary employees may be granted a leave of absence without pay for a period not exceeding ninety (90) days for any reason upon approval of the Laboratory; such leaves may be extended if approval is obtained from the Laboratory. The approval shall be in writing and copies shall be furnished to the employee, the Laboratory, and the Union.

ARTICLE 13 NO DISCRIMINATION: UNION SECURITY

Section 13.1. Non-Discrimination. Neither the Union nor the Laboratory shall practice discrimination in any way because of race, religion, color, gender, age, military service, national origin or membership or non-membership in a union. Where used in this Agreement, words in the masculine also shall be read and construed as in the feminine in all cases where such construction would so apply.

Section 13.2. 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, religion, color, gender, age, military service, national origin, or because of such individual's physical or mental handicap unless it can be shown that the particular handicap prevents the performance of the job. Further, the parties agree that Affirmative Action shall include, but not be limited to, upgrading, demoting, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training.

The Union and the Laboratory recognize that an Affirmative Action Program has been established at the Laboratory and that this program must be effectively administered. Pursuant to requirements issued by the Office of Federal Contract Compliance, U.S. Department of Labor, the Laboratory will establish goals to correct deficiencies, if any exist, in the utilization of minorities or women in the bargaining unit covered by this Agreement.

Section 13.3. 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 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 13.4. 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 latter, 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. However, the Laboratory shall not be required to discharge or discriminate against any employee for non-membership 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 13.5. Hiring. Subject only to the provisions of the preceding Section 13.4, 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 persons.

Section 13.6. Withdrawal Period. The Union and the Laboratory agree that, notwithstanding the provisions of Section 13.4, any employee shall have the right to withdraw

from the 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 date after the termination of this Agreement.

Section 13.7. 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 13.8. Union Business. Subject to reasonable advance notice, employees elected to the Union Office shall be granted time off without pay to attend their Union meetings, including attendance at conventions, conferences and seminars. Three (3) members of the negotiating team shall be allowed time off with pay (if otherwise scheduled) for all meetings which shall be mutually set by the Laboratory and the Union.

The Laboratory shall not unreasonably withhold approval for employees to hold their monthly Union meeting on Fire Department and/or other Laboratory premises in order that personnel from all three (3) shifts may be in attendance.

The Laboratory shall not unreasonably withhold approval for the employees of the Union to hold executive officer meetings (maximum of two [2] each month) on Fire Department and/or other Laboratory premises in order that personnel from all three (3) shifts may be in attendance providing that advance notice has been given by the Union. Also, subject to reasonable advance notice, the Union may request additional meetings beyond the maximum of two (2) in a month in unusual circumstances or to discuss emergent, critical business affecting all members of the Bargaining Unit. The Fire Department Chief may approve such additionally requested meetings dependent on operational needs.

The Laboratory shall not unreasonably withhold approval for the employees of the Union to hold executive officer meetings not to exceed one (1) per quarter on fire Department premises that extraordinary Union business may be accommodated.

The Laboratory shall allow a space in Fire Department quarters for the placement of a Union business bulletin board not to exceed thirty-six inches by forty-eight inches (36" X 48") in size, nor less than twenty-four inches by thirty-six inches (24" X 36") in size.

Section 13.9. Deductions for Union Dues. 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 Secretary-Treasurer of the International Association of Fire Fighters Union, Local I-21, union dues per month and initiation fee in such sum as may be established from time to time by said Local I-21 in accordance with its constitution and the constitution of the International Association of Fire Fighters. The amount of such dues and initiation fees shall be certified in writing by the Secretary-Treasurer of Local I-21, provided, however, that any change in amounts shall not become effective until the month following receipt of certification from the Secretary-Treasurer. Deductions for dues and initiation fee shall be made on the second 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 such notification to the Union. 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 employees for amounts deducted from wages as herein provided.

Section 13.10. Authorization Form.

TO: Fermi National Accelerator Laboratory

I,

_____

(Please print or type your name on this line) (Payroll No.)

hereby assign out of my future wages as an employee of the Laboratory, Union dues, per month, and initiation fee in such amount as may be specified by the International Association of Fire Fighters, Local I-2 1, AFL-CIO.

I authorize the Laboratory to deduct such dues and initiation fee from wages payable to me on my second payday of the month and to pay the same to the authorized representatives of said Union.

This assignment shall be revocable on or after the termination date of the current Collective Agreement between the Laboratory and the aforementioned Union, or upon the expiration of one (1) year from the date of this authorization, whichever occurs sooner.

I hereby agree and direct that this assignment shall be automatically renewed, and shall be irrevocable for further successive periods of one (1) year each from the expiration of the shorter of the periods above specified or for the period of each succeeding, applicable collective bargaining agreement providing for a check off of Union membership dues and initiation fee, whichever shall be shorter, unless a written notice of revocation signed by me shall be postmarked or received by the Laboratory not more than twenty (20) days and not less than ten (10) days prior to either the expiration of any such year or the termination date of any applicable collective bargaining agreement, whichever occurs sooner. Such notice of revocation shall become effective as of the end of any such year or as of the termination date of any such collective bargaining agreement if such date shall occur prior to the expiration of such annual period. A copy of any such notice will be sent by me to the Union.

_____

(Date) (Please sign your name on this line)

ARTICLE 14 EQUIPMENT

Section 14.1. Uniforms and Equipment. The following clothing and uniform items will be furnished by the Laboratory: Uniform insignia, necessary protective gear, boots, fire coat, helmet, safety shoes, necessary cleaning of turn-out gear.

The following items of uniform and bedding will be provided by the individual. Item brands and specifications will be designated by the department. Each individual is responsible for the fitting and obtaining of the uniform items on his own time: Work shirts, work pants, heavy winter jacket, ties, caps, sheets, pillow cases, personal towels, wash cloths, and miscellaneous additional items that may be designated from time to time. Effective November 1, 2012, an allowance of $700.00 per year will be made to each individual to supplement purchase of these items.

New employees shall be provided their initial uniforms by the Laboratory according to the current FD-ADM-107 (Uniforms, Personal Protective Clothing, and Equipment Policy).

In case of contamination or service-connected damage to uniforms, replacement may be made by the Laboratory based upon recommendations of the Shift Commander and Fire Chief.

Costs involved in a change of brands and specifications designated by the Laboratory which would cause uniforms to become unusable or obsolete will be borne by the Laboratory to the limit of the current year allowance or affected portion thereof.

Section 14.2. Patches. The unit shall submit patch designs to the Laboratory Director.

ARTICLE 15 HEALTH

Section 15.1. Restricted Duty. Employees who are not physically able to assume all duties on the emergency response team due to injury or illness are eligible for sick leave or workers compensation benefits. The Laboratory will make a reasonable effort to offer employees restricted duty assignments to employees who are physically unable to assume all emergency response team duties. The granting and duration of restricted duty assignments is based upon the Laboratory's operational needs and is completely discretionary. During periods of schedule change, the Laboratory will calculate a rate of pay per hour which provides an annualized income equivalent to that produced by normally scheduled hours. The accrual/use of other employment related benefits will also be pro-rated appropriately.

ARTICLE 16 COMPLETE AGREEMENT, WAIVER, PRESERVATION OF AGREEMENT, SAFETY, LICENSING RENEWAL

Section 16.1. Complete Agreement. This agreement cancels all prior practices, agreements, and understandings, whether written or oral, except as expressly retained herein and together with any letters of understanding executed concurrently, and this Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

Section 16.2. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Laboratory and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 16.3. Preservation of Agreement. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Section 16.4. Safety. A joint safety committee shall be created consisting of one (1) employee regularly assigned to each shift, the Department Safety Officer, and the Section Senior Safety Officer. The Committee shall meet on a quarterly basis. The dates of the meetings will be established in the first quarter of the year. It shall establish its own agenda for such meetings. Employee members of the committee not otherwise on duty and in attendance at such meetings shall receive compensation in line with the report-in pay provisions set forth in Section 7.6. Recommendations of the committee shall be submitted to the Chief for transmittal to the appropriate Laboratory authority.

Section 16.5. Licensing Renewal. An employee will be allowed paid time off during the workday, as long as Fire Department minimum staffing requirements are met, (no overtime), for one renewal attempt of a Class B Non CDL (Commercial Driver's License) in each renewal period where such a license is required for the performance of their job. Subsequent renewal attempts in each renewal period will be on the employee's own time.

The cost associated with obtaining and maintaining a Class B Non CDL will be paid by the Laboratory. Associated costs are recognized as the License, fingerprinting and background check. These costs will only be paid for first attempts for the original endorsement and first attempts for renewal.

No Laboratory vehicles will be used for license renewal testing unless required by the State of Illinois.

ARTICLE 17 TERM OF AGREEMENT

Section 17.1. Term of Agreement. This Agreement shall be effective as of November 1, 2012. All portions of this Agreement with the exception of the Schedule of Wages shall remain in full force and effect until Midnight, October 31, 2015. This Agreement shall be automatically renewed from year to year unless either party notified the other in writing at least sixty (60) days prior to the expiration date of the then current Agreement that it desires to modify, or to terminate, any designated provisions of this Agreement, and negotiations shall commence thereafter at the earliest practicable time mutually convenient to the parties.

Section 17.2 Term of Schedule of Wages. The Schedule of Wages will remain in full force and effect unit Midnight, October 31, 2014. The Schedule of Wages provisions of this Agreement will be automatically renewed from year to year beyond October 31, 2014 until October 31, 2015 unless either party notified the other in writing at least sixty (60) days prior to the expiration date of the then current Schedule of Wages provision that it desires to modify, or to terminate said provisions, and negotiations shall commence thereafter at the earliest practicable time mutually convenient to the parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have set their hands on the 21 day of Dec., 2012.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, LOCAL NO. I-21

Gregory R Hansen 1/3/2013

FERMI RESEARCH ALLIANCE, LLC

APPENDIX A Schedule of Wages

The offered pay rates are –

Classification	Rate Effective 11/1/2012	Remarks 0% wage increase for Year 1. **$1,000 adjustment to base pay** to mitigate insurance health increase	Rate Effective 11/1/2013
Lieutenant	$16.00	$0.48	$16.48
Fire Fighter	$14.84	$0.48	$15.32
Trainee	$12.70	$0.48	$13.18

Classification	Rate Effective 11/1/2013	Remarks 0% wage increase for Year 2. **$1,000 adjustment to base pay** to mitigate insurance health increase	Rate Effective 11/1/2014
Lieutenant	$16.48	$0.48	$16.96
Fire Fighter	$15.32	$0.48	$15.80
Trainee	$13.18	$0.48	$13.66

Classification	Rate Effective 11/1/2014	Remarks Year 3 (wage reopener if Laboratory salary freeze is lifted)	Rate Effective 11/1/2015
Lieutenant	$16.96	subject to wage reopener	subject to wage reopener
Fire Fighter	$15.80	subject to wage reopener	subject to wage reopener
Trainee	$13.66	subject to wage reopener	subject to wage reopener

1) No employee will be reclassified as a result of the adoption of the foregoing schedule.

2) Employees will advance from the Trainee classification to the Fire Fighter classification following successful completion of required certifications as specified in Section 7.10.

3) Employees will commence at the "start" rate of the higher classification and progress from that point in accord with the wage schedule.

APPENDIX B MISCELLANEOUS AGREEMENTS

1. Mileage Allowance. When an employee is directed by supervision to use his/her own automobile off site in the discharge of his/her work duties, such use shall be compensated at the rate then in effect Laboratory-wide and subject to Laboratory-wide regulations.
2. Parking. The Laboratory will provide space for employee automobile parking at or in close proximity to the firehouse.
3. Assignments. Employees will not be asked to substitute for striking members of other Laboratory bargaining units except to the extent that such work may be part of or incidental to Fire Department operations. Employees will not be asked to perform the duties of any other Laboratory bargaining unit, except to the extent that such work may be part of or incidental to Fire Department operations or in an emergency situation.
4. Shift Exchange. Departmental Regulations covering shift exchanges will be continued during the term of this Agreement.
5. Rules. The Union agrees that its members shall comply with all Fire Department rules and regulations as expressed in the Fermilab emergency management Policy and Procedures Manual including those relating to conduct and work performance. The Laboratory agrees that departmental rules and regulations which affect working conditions and performance shall be subject to the grievance procedure.