AGREEMENT

BETWEEN

CITY OF PARK RIDGE

AND

LOCAL 2697,

INTERNATIONAL ASSOCIATION

OF FIRE FIGHTERS, AFL-CIO

May 1, 2014

Through

April 30, 2018

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AGREEMENT

BETWEEN

CITY OF PARK RIDGE

AND

LOCAL 2697, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

ARTICLE I
Effective Date of Agreement

Section 1.1.

This document covers agreements reached between the City of Park Ridge ("City") and Local 2697, International Association of Fire Fighters, AFL-CIO ("Association") with respect to wages and benefits for the period of May 1, 2014 through April 30, 2018 and from year-to-year thereafter until changed by mutual agreement.

Section 1.2.

References to the masculine include the feminine gender.

ARTICLE II
Management Rights

This Agreement shall in no way be construed to limit the authority of the City to manage the operations and direct its employees, which authority shall be exclusively vested in and retained by the City. This authority shall include but shall not be limited to the right to determine the means, methods and place of operation; to decide what work or services shall be performed by the employees; the right to establish the number and classification of positions; discipline or discharge employees for just cause (probationary employees without just cause); to transfer; to authorize promotions; to maintain discipline, order and efficiency; the right to make and enforce reasonable rules; to introduce new and improved methods, materials, equipment or facilities; or to change or to eliminate existing methods, materials, equipment or facilities. The exercise of the foregoing rights shall not conflict with any specific provisions of this Agreement.

ARTICLE III
Recognition and Association/Union Rights

Section 3.1. Recognition

The City recognizes the Union as the sole and exclusive bargaining representative for all sworn full-time Firefighters, Firefighter/Paramedics, Lieutenant, Lieutenant/Paramedics employed by the City of Park Ridge. Excluded from the bargaining unit are all other City employees, including but not limited to Captains, Battalion Chiefs, Deputy Chief, Fire Chief, any employee excluded from the definition of firefighter as defined in Section 1603(g-1) of the Illinois Public Labor Relations Act,

civilian employees, part-time employees, and all other supervisory, managerial, professional, short-term and confidential employees as defined by the Act.

Section 3.2. Association Functions

The Association shall have the exclusive right and authority to operate and direct the Association in all of its various aspects, including, but not limited to, the right to determine who may be a member, to elect its own officers, and to appoint such of its members as it sees fit to serve on committees meeting with the City or any other governmental agency of any type; to pass and effectuate such rules and regulations covering the conduct of its internal affairs without any interference directly or indirectly from the City or its officers; to assess dues on its members as it sees fit. Any Association activity on City property shall not interfere with the normal procedures and work activity of the Department and shall be only with the prior permission of the Department Head or his authorized representative, which permissions shall not be unreasonably withheld. The terms and conditions of any applicable law of the City, County, State or national government shall not be abridged by provisions of this paragraph.

Section 3.3. Fair Share

An employee hired on or after May 1, 1991 who elects not to be a member of the Union shall be required, as a condition of employment, after completion of the probationary period, to pay a fair share fee for the duration of this Agreement in compliance with Illinois law. The fair share fee, which shall not exceed the amount of Union dues, shall be deducted by the City from employees' paychecks as required by this Paragraph to the extent permitted by law and remit said amounts to the Union by the 15th day of the month following deduction.

In the event that any employee covered hereby is precluded from making a fair share involuntary contribution as required by this Paragraph on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the fair share fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose, the Union shall certify to the City the names of all employees covered hereby who are relieved of the obligation to pay a fair share fee by virtue of this Paragraph; and it shall be the sole obligation of the Union to verify that the contributions contemplated hereby have actually been made and that said employees are not subject to a fair share fee involuntary deduction.

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the fair share provisions of this Agreement. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Section 3.4. Dues Checkoff

The City agrees to make a deduction from the paychecks of employees bi-weekly for the purpose of paying dues for membership in Local 2697, International Association of Fire Fighters,

AFL-CIO. Such deductions will be made by the City only after each individual has provided written authorization to the City for such deductions.

Section 3.5. Conventions

The City will grant the request of up to two employees to be excused from work for up to two 22.25-hour shifts (or up to three 7.5 hour days for 37.5-hour per week employees) per year in order to attend State or National conventions of the International Association of Fire Fighters so long as such request is submitted to the City in writing at least two weeks before the absence. Such absences shall be unpaid, except that the employees shall be permitted to use accrued leave time.

ARTICLE IV
Wages

Section 4.1. Wage Schedule

The following wage schedules (which reflect annual pay) shall be in effect for the dates indicated for those employees hired before 5/1/2011:

MAY 1, 2014		
Range	**Firefighter**	**Firefighter/Paramedics**
F	$79,790	$84,578
G*	$81,090	$85,878
H*	$81,540	$86,328
I*	$81,840	$86,628

November 1, 2014		
Range	**Firefighter**	**Firefighter/Paramedics**
F	$80,588	$85,424
G*	$81,888	$86,724
H*	$82,388	$87,174
I*	$82,638	$87,474

MAY 1, 2015		
Range	**Firefighter**	**Firefighter/Paramedics**
F	$82,200	$87,132
G*	$83,500	$88,432
H*	$83,950	$88,882
I*	$84,250	$89,182

May 1, 2016		
Range	**Firefighter**	**Firefighter/Paramedics**
F	$83,433	$88,439
G*	$84,733	$89,739
H*	$85,183	$90,189
I*	$85,483	$90,489
MAY 1, 2017		
Range	**Firefighter**	**Firefighter/Paramedics**
F	$84,684	$89,766
G*	$85,984	$91,066
H*	$86,434	$91,516
I*	$86,734	$91,816

The following wage schedules (which reflect annual pay) shall be in effect for the dates indicated for those employees hired on or after 5/1/2011:

	5/1/2014	11/1/2014	5/1/2015	5/1/2016	5/1/2017
Range	Firefighter / Paramedic	Firefighter / Paramedic	Firefighter / Paramedic	Firefighter / Paramedic	Firefighter / Paramedic
A	$61,422	$62,036	$63,277	$64,226	$65,189
B	$63,879	$64,518	$65,808	$66,795	$67,797
C	$66,434	$67,098	$68,440	$69,467	$70,509
D	$69,091	$69,782	$71,178	$72,245	$73,329
E	$71,855	$72,573	$74,025	$75,135	$76,262
F	$74,729	$75,477	$76,986	$78,141	$79,313
G	$77,719	$78,496	$80,066	$81,267	$82,486
H	$80,827	$81,636	$83,268	$84,518	$85,785
I	$84,578	$85,424	$87,132	$88,439	$89,766
J*	$85,878	$86,724	$88,432	$89,739	$91,066
K*	$86,328	$87,174	$88,882	$90,189	$91,516
L*	$86,628	$87,474	$89,182	$90,489	$91,816

Section 4.1A. <u>Fire Marshal Appointment</u>

To the extent the City appoints a bargaining unit employee to the appointed position of Fire Marshal, then such employee will be paid a wage scale to be agreed upon by management and the Union. The City retains the right to appoint and remove employees from the position of Fire Marshal, and has no obligation to limit such appointments to bargaining unit employees.

Section 4.2. <u>Effect of Merit Rating System</u>

All range, steps, longevity and double step increases are subject to a merit rating system in accordance with the City of Park Ridge Employee Manual. Asterisks indicate longevity steps (G is for satisfactory completion of ten years of continuous service; H is for satisfactory completion of fifteen years of continuous service; and I is for satisfactory completion of twenty years of continuous service) and are intended to reflect the amount of pay received by a firefighter who has otherwise advanced to the F step on the pay plan.

Section 4.3. <u>Length of Time to Attain F Step For employees hired prior to May 1, 2011</u>

(a) Eligibility for merit increases will be based upon anniversary date of employment. This means that increases would be considered in accordance with guidelines previously established at the end of six months, twelve months, twenty-four months, thirty-six months and forty-eight months. Merit increases shall be for the full bi-weekly pay period in which the firefighter reaches his anniversary date.

(b) If for any reason a merit increase is withheld or accelerated, in accord with existing personnel provisions, the schedule which is intended to advance a firefighter to the F step at the end of four years shall be modified for such individual to reflect the fact that a merit increase has been withheld or accelerated.

Section 4.4. Length of Time to Attain Step I for Employees Hired After May 1, 2011

(a) Eligibility for yearly increases for employees hired on or after effective date of current contract will be based on anniversary date of employment. This means that increases would be considered in accordance with guidelines previously established at the end of one year, two years, three years, four years, five years, six years, seven years, eight years, ten years, fifteen years and twenty years. Yearly increases shall be for the full bi-weekly pay period in which the firefighter reaches his anniversary date.

(b) If for any reason a merit increase is withheld or accelerated, in accord with existing personnel provisions, the schedule which is intended to advance a firefighter to the I step at the end of eight years shall be modified for such individual to reflect the fact that a merit increase has been withheld or accelerated.

Section 4.5. Lieutenant/Paramedics

Except for those Lieutenants currently paid above the top base pay, Lieutenants will be paid as follows:

	5/1/2014	11/1/2014	5/1/2015	5/1/2016	5/1/2017
Step A - Upon promotion	$88,807	$89,695	$91,489	$92,862	$94,255
Step B - After 1 year in rank	$91,027	$91,938	$93,776	$95,183	$96,611
Step C - After 2 years in rank	$95,578	$96,534	$98,465	$99,942	$101,441

Note: The longevity scale does not apply to Lieutenants. In addition, should a Firefighter who de-licensed as a Park Ridge Firefighter-Paramedic on or before April 30, 2006 be promoted to the rank of Lieutenant, such employee's earnings shall be reduced by 6% at each of the above steps.

Section 4.6. Different Rate for Special Overtime Assignments

Provided an employee has signed an FLSA Section 7(g)(2) agreement (CBA Appendix C) an employee may, at the employer's discretion, perform certain special overtime assignments outside of his/her regularly scheduled hours of work, with such assignments or functions to be paid at a separate rate. The regular rate shall be $17.00 per hour; the overtime rate shall be $25.50 per hour. These special overtime assignments which shall be performed outside of an employee's regularly scheduled hours of work, shall include:

1. Public education

2. Fire Prevention Inspections assigned to shift personnel
3. Special projects relating to maps, preplans, technology development, or other special projects approved by the City for overtime work
4. Attendance at any special teams meetings or committee meetings
5. Apparatus Inspection Trips
6. CPR Training
7. Assistance with new hire examinations

ARTICLE V
Benefits

Section 5.1. Longevity for employees hired prior to May 1, 2011

This Section does not apply to employees in the rank of Lieutenant.

(a) Longevity will be paid during the periods specified below according to the following schedules:

Effective May 1, 2014 - April 30, 2018	
G Step	Upon completion of 10 years of satisfactory and continuous service -- a total of $1300 per year in addition to the F step.
H Step	Upon completion of 15 years of satisfactory and continuous service -- a total of $1750 per year in addition to the F step.
I Step	Upon completion of 20 years of satisfactory and continuous service -- a total of $2050 per year in addition to the F step.

(b) Longevity pay shall be effective for the full bi-weekly pay period within which the anniversary date of employment falls according to the continuous length of service as specified, subject to satisfactory merit ratings.

Section 5.2. Longevity for employees hired after May 1, 2011

This Section does not apply to employees in the rank of Lieutenant.

(a) Longevity will be paid during the periods specified below according to the following schedules:

Effective May 1, 2014 - April 30, 2018	
J Step	Upon completion of 10 years of satisfactory and continuous service -- a total of $1300 per year in addition to the F step.
K Step	Upon completion of 15 years of satisfactory and continuous service -- a total of $1750 per year in addition to the F step.
L Step	Upon completion of 20 years of satisfactory and continuous service -- a total of $2050 per year in addition to the F step.

(b) Longevity pay shall be effective for the full bi-weekly pay period within which the anniversary date of employment falls according to the continuous length of service as specified, subject to satisfactory merit ratings.

Section 5.3. <u>Acting Pay</u>

A firefighter who is designated to serve as Acting Lieutenant in the absence of the regular shift Lieutenant by the Department Head or his authorized representative will receive $60 per day in addition to his regular pay, unless such designation is due to a shift trade to which the employee is a party. However, in the case of a shift trade, if the Battalion Chief chooses to appoint a different individual to serve as the Acting Lieutenant, the employee appointed by the Battalion Chief shall receive the Acting Pay.

A Lieutenant who is designated to serve as Acting Battalion Chief in the absence of the regular shift BC by the Department Head or his authorized representative may be eligible to receive pay in addition to his regular pay of seventy dollars ($70.00) per day upon execution of this Agreement, unless such designation is due to a shift trade to which the employee is a party. A Lieutenant shall be entitled to receive such additional pay if he performs Acting Battalion Chief duty for four hours or more, unless such designation is due to a shift trade to which the employee is a party. When Acting Battalion Chief designations are made on a shift, such assignments shall be alternated among non-probationary Lieutenants who are present for the entire shift. Provided, a non-probationary Lieutenant who has failed to perform his or her duties as an Acting Battalion Chief in an acceptable manner, as determined by the City, may become ineligible for subsequent acting assignments. Such assignments will not be arbitrarily denied.

Section 5.4. <u>Firefighter-Paramedic Classification</u>

(a) There shall be a Firefighter-Paramedic classification for employees who become licensed and maintain qualifications as a Paramedic, in addition to all other firefighter's assigned responsibilities. The Firefighter-Paramedic pay differential shall be 6% of the Step F firefighter annual salary and, shall be paid every pay period, as reflected, and included, in Paragraph 4.1. Employees who become qualified as a Firefighter-Paramedic shall have the paramedic pay differential be paid at the appropriate step in the Firefighter-Paramedic wage scale and such salary shall be prorated based upon the date they complete all training, testing, etc., and are authorized by the Department Head to assume full Firefighter-Paramedic responsibilities.

(b) Subject to the minimum requirement of 27 licensed Firefighter-Paramedics assigned to 22.25 hour duty shifts, any Firefighter-Paramedic, regardless of hire date, who has completed ten (10) years of active service as a Park Ridge Firefighter-Paramedic shall be permitted, on request, to become inactive as a Firefighter-Paramedic. Preference to become inactive shall be granted on the basis of length of service in the Department. (Note: If the state, other governing agency or resource hospital causes an increase in the minimum City requirement beyond 27 licensed Firefighter-Paramedics such requirement will prevail).

(c) The Department may rotate Firefighter-Paramedics on a periodic basis to regular fire duty without transfer to a firefighter classification, but it is understood that the decision to rotate and the methods to be followed rest solely with the Department.

Section 5.4A. Lieutenant-Paramedic Classification

Each Lieutenant shall, as a term and condition of continued employment, maintain his/her status as an EMT-P. The wage scale for Lieutenants includes compensation for such licensure, *i.e.*, there is no separate paramedic pay differential for Lieutenants. Provided, however, that should Firefighters who de-licensed as a Park Ridge Firefighter-Paramedic on or before April 30, 2006 be promoted to the rank of Lieutenant, he shall be paid 6% less than the regular salary of a Lieutenant, and provided that nothing herein shall relieve all other persons in the rank of Lieutenant from maintaining their paramedic license as a term and condition of employment.

Section 5.5. Uniform Allowance

All uniform items of the department dress code (excluding underwear and footwear) will be issued by the City at no cost to the employee. Uniform and City-approved dive gear items that are determined by the City to be unserviceable or lost not due to negligence of the employee will be repaired or replaced at no cost to the employee. All items to be replaced must be turned into the quartermaster.

Any uniform item or equipment, shoes or other personal equipment, which are not covered by the quartermaster system and are damaged beyond repair without the negligence of the employee in the course of duty, shall be replaced by the City provided, however, this provision does not apply to normal wear and tear. The City shall reimburse employees for the replacement of "like kind" personal items with payment up to $250 for eyeglasses and $75 for watches.

All employees hired after the date this Agreement is executed shall receive at no cost to the employee a complete issue of all necessary uniform items in accordance with Fire Department Policy, as the same may be changed from time to time. All employees will receive, at no cost, a complete issue of all necessary uniform items required by the City when the requirements are made subsequent to the effective date of this Agreement.

All turnout equipment will continue to be issued and replaced by the City as needed, when not due to the negligence of the employee. Replacement of personal protective equipment and uniform items will be handled on an as-needed basis through the quartermaster system.

Section 5.6. Diver Equipment Maintenance

The City agrees to replace or repair diving equipment which is damaged during authorized City dives.

Section 5.7. Jury Duty

Employees called to jury duty shall be granted time off without loss of normal straight-time pay for the duration of jury duty. In order to receive jury duty pay, the employee shall sign over to the City any compensation received by the employee for jury duty service, less expenses. An employee need not sign over to the City any jury duty pay for a day when the employee was not scheduled to work. In the event the jury duty is one day or less, the employee shall be required to return to work and complete the normal shift. In the event the employee is required to serve on jury service for more than one consecutive calendar day, the employee will not be required to return to work until completion of the jury duty.

Section 5.8. Differential -37.5 Hour Employee

An employee who is assigned to a 37.5 hour week on a regular basis (e.g., five 7.5 hour days) will be paid the salary they would be eligible to receive as a shift employee. The employee shall also receive a 5.5% pay differential of their current salary. The 37.5 hour differential provided for in this Section shall be paid for all hours worked by an employee assigned to a 37.5 hour schedule. This paragraph does not apply to temporary assignment to a 37.5 hour week. A 37.5 hour employee who accepts an overtime assignment on a 22.25 hour shift, shall be paid at the applicable 22.25-hour shift overtime rate.

A Lieutenant promoted before November 1, 2004 who is assigned to a 37.5 hour work week shall not be eligible for a shift differential.

Section 5.9. Engineer Certification Pay

This Section only applies to ranks beneath the rank of Lieutenant. Commencing April 1, 1998, any or all non-probationary bargaining unit employees that are certified by the City as a Fire Apparatus Engineer shall receive a quarterly bonus in the gross amount of $125, which will be paid during the months of April, July, October and January. To remain eligible for the quarterly bonus on or after 12/31/98, employees must maintain their City Fire Apparatus Engineer certification and be certified as such by the Office of the State Fire Marshal. The $125 quarterly bonus will not be prorated, and will be paid only to members who were certified for the entire preceding quarter. The bonus shall not be added to base pay.

Section 5.10. Paramedic Preceptor

Effective May 1, 2014, an employee assigned by the Fire Chief or the Fire Chief's designee to perform the duties of a paramedic preceptor shall be paid $30 a day for any day he/she actually performs the duties of a paramedic preceptor for eight (8) or more hours. Before involuntarily assigning an employee to perform the duties of a paramedic preceptor, the Fire Chief will solicit volunteers. The Fire Chief retains the sole right to determine the qualifications for appointment to a paramedic preceptor, conditions for continued appointment, and to remove an employee or employees from such assignment at any time.

Section 5.11. PEHP Plan

The City agrees to participate in the Post Employment Health Plan (PEHP) which shall be administered by Nationwide Retirement Solutions. The Plan participants within IAFF Local 2697 will be responsible for paying for all of the administrative and asset fees associated with the PEHP.

The following contributions have been agreed upon by the parties:

1. Effective for the calendar year beginning January 1, 2014, on an annual basis, for employees who utilize 2 or less non-FMLA sick days during the prior year, the City shall make the following contributions in the first pay period in which January 1st falls:

   i. For employees who have 60 or more sick days accrued, the City shall make a contribution equal to the cash value of three (3) days of pay into the employee's Insurance Premium Reimbursement Account for such employees, and the employee's sick leave accrual shall be reduced by 3 days; or

   ii. For employees who have 30 sick days but less than 60 days accrued, the City shall make a contribution equal to the cash value of two (2) days of pay into the employee's Insurance Premium Reimbursement Account, and the employee's sick leave accrual shall be reduced by 2 days; or

   iii. For employees who have 15 sick days but less than 30 days accrued, the City shall make a contribution equal to the cash value of one (1) day of pay into the employee's Insurance Premium Reimbursement Account, and the employee's sick leave accrual shall be reduced by 1 day.

2. Effective for the calendar year beginning January 1, 2014, on an annual basis, each employee must mandatorily contribute one (1) ETO day from each employee's ETO bank within IAFF Local #2697 into the employee's Insurance Premium Reimbursement Account.

3. Effective for the calendar year beginning January 1, 2012, per section 7.5 of this Agreement, upon retirement, an employee who retires or resigns in good standing on or after the effective date of this Agreement with more than 60 days accrued but unused sick leave (1,335 hours) must mandatorily contribute the following to his/her Insurance Premium Reimbursement Account: 35% of accrued but unused sick leave in excess of 60 days paid at 100% of the employee's straight-time rate of pay on the date of retirement or resignation in good standing. Example: An employee who retires with 100 days accrued sick leave shall receive 14 days (100 - 60 = 40 x 35% = 14 days) in the employee's Insurance Premium Reimbursement Account.

ARTICLE VI
Insurance

Section 6.1. Life Insurance

(a) The Employer shall provide Term Life Insurance in the amount of forty thousand dollars ($40,000) for all firefighters covered by this Agreement, and all Lieutenants promoted after May 1, 2007. Those Lieutenants in the bargaining unit as of April 30, 2007 shall receive term life insurance in an amount equal to one times their annual base salary, not to exceed Eighty Thousand Dollars ($80,000.00). This life insurance shall be provided at no charge to the employee.

(b) The City shall make available supplemental term life insurance at group premium rates to be paid for by the employee.

(c) The life insurance carrier shall be selected by the City, which such selection may be changed by the City from time to time.

Section 6.2. Medical Insurance

A comprehensive medical program (including PPO and HMO alternatives) selected by the City will be provided during the term of this Agreement; provided, however, the City reserves the right to change insurance carriers, HMO's, or to self-insure as it deems appropriate, as long as the new basic coverage and basic benefits are substantially similar to those in effect before the changeover. The City may make future plan changes, including changes to benefit levels, so long as the changes will be the same as the changes for all management employees in the City of Park Ridge. The Union and employees will receive 30 days' advance notice in writing. Notwithstanding the foregoing, no changes will be made to the PPO plan in effect as of May 1, 2014 prior to April 30, 2018, absent mutual agreement between the City and the Union. During the term of this Agreement, employees may elect appropriate coverage in one of the health plans offered by the City during the enrollment period established by the City.

Administration. It is understood that the master documents between the carrier (or any replacement carrier selected by the City) and the City are the controlling documents as to coverage, benefits, eligibility, and all other aspects of the plans.

Premium Costs. Premium costs under the medical plans are controlled by the concept that both the City and the employee shall share in payment of the premium cost for both employee and dependent coverage. During the term of this Agreement, the employee shall pay thirteen percent (13.0%) of the premium for the type of coverage selected (employee; employee plus spouse; employee plus children; employee plus family coverage) under the applicable PPO or HMO plan, and the City shall pay the remainder of the premium.

The amount of an employee's applicable monthly medical insurance premium contribution during the term of this Agreement shall not exceed the amount of the applicable monthly insurance premium required of other regular full-time non-represented City employees generally, and the applicable PPO plan deductibles shall likewise be the same as those for other regular full-time nonrepresented City employees generally.

The City shall maintain a plan under Internal Revenue Code Section 125 applicable to employee contributions to the group medical insurance plans set forth in this Paragraph E, so long as permitted by law. In addition, commencing January 1, 2001, bargaining unit employees may elect to contribute a portion of their earnings, on a pre-tax basis, towards deductibles and out of pocket maximums and/or unreimbursed dependent care expenses, pursuant to a plan or plans established by the City, to the extent permitted by applicable law.

Section 6.3. Retiree Medical Insurance

In addition to any state or federally mandated contribution coverage benefits, employees who retired on or after May 1, 1985 with 20 years of service and were eligible to receive a pension under the Illinois Pension Code may elect coverage under the City's group medical insurance plan (employee and dependents) by paying the full group premium amount, which amount may increase from time to time. If the retiree is receiving a pension, the amount shall be deducted from the pension check. If not, the retiree must pay in advance, quarterly, or forfeit coverage. Once the retiree receives a pension, the amount then shall be deducted from the pension check. This coverage is only available up to the date the retiree is eligible for Medicare and must be continuous from the date of retirement.

Section 6.4. Dental Plan

The dental plan in effect on the date of this Agreement (or a replacement plan selected by the City providing substantially similar benefits) shall continue in effect providing both employee and dependent coverage. Employee monthly premium contributions shall be as follows 13% of the total monthly premium for single (employee only) or 13% of the total monthly premium for family.

ARTICLE VII
Sick Leave

Section 7.1. Amount and Accumulation

Bargaining unit employees shall accumulate sick leave with pay at the rate of one-half workday per month for each month worked. The maximum sick leave accrual shall be 2,336.25 hours or 105 working days. Sick leave shall not be considered a benefit to be used at the employee's discretion but shall be allowed only in the following instances:

(a) Sickness of the employee.

(b) Employee's physical and dental examination only if it is impossible to schedule such exam on the employee's own time.

(c) To care for a spouse, child or parent who has a serious medical condition as defined by the FMLA.

(d) Sick leave is not to be used for matters of personal convenience such as (but not limited to) weddings, graduations, personal business or family medical appointments. Violation of these provisions shall be grounds for disciplinary action. The City may use any reasonable measure to verify proper use of sick leave including, but not limited to: (1) requiring employee to submit medical certificates; (2) requiring employee to submit

to physical exam at City's expense; and (3) requiring employee to submit full details in writing explaining his absence.

Section 7.2. Sick Leave Bonus

In addition to sick leave benefits otherwise provided by the City, the City agrees to provide additional sick leave according to the following conditions: employees with five years of service who have averaged no more than two days of sick leave per year during the five-year period immediately preceding (employees with service in excess of five years shall average their entire term of service up to a maximum of the immediately preceding eight years) shall be entitled to sick leave bonus equivalent to one-half of the employee's unused accrued sick leave, which sick leave may be used only in the event of an extended illness after other accumulated sick leave has been used. In computing the two-day average, such days used during periods involving hospitalization or for funeral leave shall not be counted as days off.

Section 7.3. Enforcement of Provisions

The use of sick leave with pay shall be authorized only on approval of the Department Head or his designated representative. To qualify for compensation while absent on sick leave, a bargaining unit member shall notify his Shift Commander at least sixty (60) minutes prior to the time set for beginning daily duties.

The City may use any reasonable measures provided in Chapter XII of the Employee Manual to verify the proper use of sick leave.

Section 7.4. Sick Leave Documentation

Bargaining unit employees assigned to 24-hour shift shall provide a Medical Certification Form in the following instances of non-FMLA sick leave:

- For an absence of three (3) or more consecutive shift days;
- When there have been more than three (3) instances of sick leave in a one-year (calendar year) period. An illness for which a Medical Certification Form has been received will not be counted in determining whether three (3) instances have occurred in any one calendar year; or
- When sick leave is used in conjunction with an ETO day.

For bargaining unit employees assigned to a 40-hour workweek, if sick leave is used for more than three consecutive work days or in conjunction with a day off, a Medical Certification Form will be required confirming illness, indicating the need for time off, and stating that the employee's physical or mental ability will allow return to normal duty. A supervisor will also require a Medical Certification Form confirming illness when there have been more than three instances of absence for sick leave in any one calendar year. An illness for which a Medical Certification Form has been received will not be counted in determining whether three instances have occurred in any one-year. For a continuing illness or condition, an approved FMLA Medical Certification Form from the treating doctor will suffice for all sick leave usage arising out of the illness or condition for that year.

An employee on a shift trade who provides documentation upon returning to work will be allowed to continue with shift trade privileges but will be charged for an occurrence.

When a doctor's Medical Certification Form for sick leave is submitted or required, the document:

1. Must be the original or a facsimile directly from the treating physician's office;
2. Must be dated;
3. Must include the dates the employee is excused from work;
4. Must include the doctor or medical facility's name; and
5. Must include the doctor's name that issued the certification form.

Sick Leave will not be counted toward the three instances in a calendar year in the following:

- When a supervisor determines that an employee is too ill to perform his/her duties and is sent home for the remainder of the shift.
- If an employee attempts to come back to work from an illness and is unable to finish their shift, it will not be counted as multiple occurrences.
- "Family Sick Leave." Bargaining unit employees are limited to 44.5 hours per year of family sick leave in order to care for a sick family member. A total of five (5) blocks of time may be used, with a minimum of four (4) hours for each block.
- FMLA sick leave use for the specific FMLA Medical Certification will not be counted toward the three instances of sick leave in the calendar year.

The City reserves the right, at its discretion, to verify any report of an attending physician concerning the illness/injury of the employee and/or to require the employee be examined by a physician of the City's choice at the City's expense.

Section 7.5. <u>Sick Leave Payout at Retirement</u>

An employee who retires or resigns in good standing on or after the effective date of this Agreement with more than 60 days accrued but unused sick leave (1,335 hours) shall have the following paid into the PEHP: 35% of accrued but unused sick leave in excess of 60 days paid at 100% of the employee's straight-time rate of pay on the date of retirement or resignation in good standing. <u>Example</u>: An employee who retires with 100 days accrued sick leave shall receive 14 days (100 - 60 = 40 x 35% = 14 days) in the PEHP.

ARTICLE VIII
Line of Duty Injury

Section 8.1. Pay When Injured in Line of Duty

The City will continue full pay to the employee if the physician selected by the City verifies that the employee is unable to work. These payments are to be recorded as "Injury on the Job" and are not to be charged to sick pay or vacation. During this period the Workers' Compensation checks and any checks received from any insurance program whose premiums are paid by the City shall be endorsed as payable to the City by the employee. The pension contributions will be forwarded by the City to the Firemen's Pension Fund and will be equal to the pension contributions on normal gross before the disability. In accordance with the Public Employee Disability Act, 5 ILCS 345, the City will continue to pay the employee his regular compensation for up to one year from the absence due to the employee's line of duty injury. Any Worker's Compensation payments made to the employee during this period will be endorsed as payable to the City, and the employee must comply in full with the provisions of the Act. The above payments will be made only as long as the doctor approved by the City verifies the employee is unable to work, with the cost of said verification to be borne by the City.

The City will continue its policy of permitting the employee to accrue vacation and sick leave during the absence on the same basis as if the employee were in work status. The injured employee will be allowed to carry over all unused earned vacation time, up to a maximum of one year's earned vacation time. The employee shall have the same group insurance benefits as other employees covered by this Agreement.

The City reaffirms its intention to return the employee to active duty as soon as the employee is medically able.

Section 8.2. Injury Defined

Any harm or damage to the health of an employee, whether by accident or communicable disease, which results directly from his employment and incapacitates him in whole or in part.

Communicable diseases shall be the result of a direct contact with an infected person during the course of employment with the City, and shall exclude Diphtheria, German Measles, Typhoid Fever, Whooping Cough, Mumps, Poliomyelitis, Smallpox, Measles, and all other communicable diseases which are currently known to have immunization shots, or can be avoided by revaccination; provided, however, that if immunization shots are available for the diseases excluded above and the employee has received said shots, the disease shall be regarded as a "line of duty" injury under this Paragraph. Nothing in this section shall be construed to allow colds, flu or other common types of virus as a communicable disease.

Section 8.3. Group Medical Insurance -- On-Job Injury

In the event of on-the-job injury, the City shall pay the entire premium for employee and dependent group medical coverage, less the employee contribution shown in Paragraph 6.2 for twelve (12) months from the date of the injury, but only so long as the employee is unable to engage in any employment. Thereafter, except as otherwise provided by law, the employee may elect to continue

group coverage for a period not to exceed eighteen (18) months by paying the entire employee and dependent premium.

Section 8.4. Modified Duty

The City will agree to provide the regular shift schedule (i.e., 24 hours on, 48 hours off) for modified duty for duty-related injuries. For hours up until 1700, the employee may be assigned to any job task, as determined by the City. After 1700, the employee will be assigned as the Battalion Chief's Aide and respond to calls to provide administrative assistance. The City, at its sole discretion, may provide modified duty to employees with non-duty related injuries.

ARTICLE IX
Leave Time

Section 9.1. Definition of Leave Time

For administrative purposes, vacation time, floating holidays and all contractual time off shall be considered "Leave Time." Leave time will be earned and will accrue from the date of employment.

Section 9.2. Shift Employees

Commencing May 1, 2003 Shift employees (22.25 hour per day employees) shall be entitled to leave time as follows:

Years of Continuous Service Completed	Number of Working Days of Leave Time	Accrual Rate Per Pay Period
1 through 9 years	17 days	14.548 hours
10 years	20 days	17.115 hours
11 years	20 days	17.115 hours
12 years	20 days	17.115 hours
13 years	20 days	17.115 hours
14 years	20 days	17.115 hours
15 years or more	24 days	20.538 hours

At the option of the employees subject to notification in writing to the Finance Director by November 1, a 22.25 hour employee may elect to receive 66.75 hours' pay in lieu of three days off.

Section 9.3. 7.5 Hour Employees

Years of Continuous Service Completed	Number of Working Days of Leave Time	Accrual Rate Per Pay Period
1 through 5 years	14 days	4.038 hours
6 years	15 days	4.326 hours
7 years	16 days	4.615 hours
8 years	17 days	4.903 hours
9 years	18 days	5.192 hours
10 years	19 days	5.480 hours
11 years	20 days	5.769 hours
12 years	21 days	6.057 hours
13 years	22 days	6.346 hours
14 years	23 days	6.634 hours
15 years or more	29 days	8.365 hours

Section 9.4. Leave Time: Termination

Upon termination, provided two weeks' notification of termination has been given, an employee will be paid a lump sum payment for accrued leave time.

Section 9.5. Leave Time Scheduling Policy

For administrative purposes the following policy guidelines shall apply to the leave time scheduling policy.

Vacation time and all contractual time off shall be considered leave time. Employees shall be entitled to take leave time only as it is accrued subject to prior approval of the Fire Chief or his authorized representative. However, leave time may be scheduled before earned. The payroll period in which January 1 falls shall be the date to determine when leave time is overdrawn.

A leave day is defined as 22.25 consecutive hours off duty for a 22.25 hour per day employee and 7.5 consecutive hours off for 37.5-hour employees.

For 37.5-hour employees, the employee must take at least five (5) days of leave time during each full calendar year of employment. Unused accrued leave time may be carried forward to a limit of forty-five (45) days. No employee may accumulate more than forty-five (45) days of leave without written consent of the City Manager.

For 22.25-hour per day employees, the employee must use at least three (3) 22.25-hour days of leave time during each full calendar year of employment. Unused accrued leave time may be carried

forward to a limit of twenty-three (23) 22.25-hour days, except for employees hired after July 1, 2014 who cannot carry forward more than seventeen (17) 22.25-hour days.

Subject to the determination of the Fire Chief as to the necessary minimum staffing levels of the Fire Department, the following scheduling procedures will be in effect for both CBA members and Battalion Chiefs:

(a) First Choice. On a seniority basis, an employee may schedule up to six leave days off. Days scheduled off during the months of June, July, August or December 15th through December 31st must be scheduled in blocks of three through six days.

(b) Second Choice. Once the first choice days are chosen, then up to nine additional days may be scheduled in the same method as done above. If an employee selects a one or two-day block during the months of June, July, August or the period from December 15th through December 31st, he may lose that block of time to a less senior employee choosing a block of three or more days. A two-day block will not have preference over a one-day block.

(c) Third Choice. All remaining leave time may then be scheduled according to seniority. Two or three-day blocks will not have preference over single-day selections.

(d) Other Scheduling. Except as otherwise provided herein, leave time, once scheduled may not be changed. Leave time scheduled other than that of "Prime Time" (June, July, August and December 15th through December 31st), may be cancelled by an employee upon one duty day's advance notice to the City and such openings may be scheduled by seniority, subject to approval of an employee's Battalion Chief, and provided the Department's staffing level is maintained. Leave time that has not been scheduled during the above process may be scheduled by the employee's Battalion Chief on a "first asked" basis if the Department's staffing level is maintained. An employee working a 22.25-hour day may also, at this stage, request a maximum of two (2) leave days (44.50 hours) in four (4) hour or more blocks, again subject to staffing requirements. Leave time that has been previously scheduled by an employee who becomes ill or injured does not become available for another employee if it causes a hireback. The Fire Chief or his designee may, at his discretion, authorize an employee to use up to 22.25 hours due to emergency circumstances notwithstanding the foregoing scheduling requirement.

(e) ETO Scheduling & City Cancellation. The City agrees that during the calendar year the Fire Chief will permit three leave time days to be scheduled by CBA members each day. When a Battalion Chief schedules leave time, it will be in addition to the three leave time days reserved for CBA members. Example: A fourth leave time day may be scheduled only by a Battalion Chief. Two Lieutenants may be scheduled off; provided a Battalion Chief has not already scheduled an ETO day. If a Battalion Chief is off on an ETO day, then one of the three slots described herein can be picked by a Lieutenant, provided one officer is on duty at all times. The foregoing is subject to the City's right to cancel any scheduled leave time for emergency reasons; provided, however, that in the event of such emergency cancellation the affected employee can accrue the canceled leave time even if such accrual would be in excess of the amount permitted above, but not beyond the next January 1.

(f) Switching Leave Time. If an employee transfers to a 37.5-hour week during a period in which the employee has previously scheduled leave time, the employee shall be allowed to switch to open days in the leave time schedule.

(g) Leave Time in Event of Permanent Transfer. If an employee is transferred to another shift during a calendar year, the employee can switch scheduled leave time days to the closest leave time days.

Section 9.6. Statement of Accrued Leave Time

The City will provide each firefighter with a statement of his accumulated leave time. The City will make every effort to provide such information each pay day, but in any event will provide this information once each three months. The leave time scheduling must be completed and returned to the Fire Chief by January 30th of each calendar year and nothing in this Section shall be implied as to limit management prerogatives in expanding or reducing shift manpower levels based on changes in priorities, vacancies or other reasonable considerations.

Section 9.7. Mechanic Training Time

An employee who is appointed as a mechanic by the Fire Chief shall receive up to 44.5 paid hours per year for training, which may not be carried over, so long as the employee is continued in the mechanic position, and provided such employee holds a current EVT certification. Such training hours may only be used for department related mechanic training which is approved by the City. The training time must be taken as one of the three leave time days on the daily staffing roster, unless otherwise approved by the Fire Chief.

Section 9.8. Pension Representative

A bargaining unit employee who serves as Secretary of the Firemen's Pension Board shall be granted up to 44.5 paid hours per year for training, which may not be carried over, in order to attend mandatory pension board continuing education and training sessions. The training time must be taken as one of the three leave time days on the daily staffing roster, unless otherwise approved by the Fire Chief.

ARTICLE X
Hours of Work and Overtime

Section 10.1. Standard Workweek

The standard workweek for firefighters assigned to shift duties shall be 24 hours on/48 hours off, except as modified in Paragraph 10.2 below. Hours may be scheduled and administered by the Department Head.

Firefighters not assigned to a rotating shift are expected to work a 37.5-hour standard workweek, as scheduled by the Department Head.

Section 10.2. Shift Schedule and Meal Period

Firefighters shall be on a 24-1/4 hour shift schedule beginning at 0745 hours and ending at 0800 hours the following day. Lieutenants shall be on a 24-1/4 hour shift schedule beginning at 0645

hours and ending at 0700 hours the following day. During the fifteen minute overlap between shifts, the off going shift will continue to staff the apparatus and respond to alarms and the oncoming shift will remain in the station, unless there are emergencies requiring immediate mobilization of available staffing or unless the shift officer is specifically informed, and authorizes, that a member of the oncoming shift is relieving an off going shift member and will take that shift member's assigned position on the apparatus.

Oncoming shift members will use the time before 0800 hours on the day they report for duty to prepare for roll call. Roll call will be held at 0800 hours. The oncoming shift will be present on the apparatus floor at that time, prepared to relieve the off going shift.

The City reserves the right to make discretionary changes to shift assignments. When the Fire Chief has made a determination that shift reassignments shall be made for the following year for one or more employees, and when such determination has been made more than 2 months prior to the following year, the City shall post such reassignments on or about November 1. Nothing in this provision limits the City from making reassignments with less notice to the employee(s). Where the City determines in its discretion that changes to the shift assignments should be made, at any time and for any reason, the City may make such changes without prior notice to the Union.

There is express agreement that two one-hour meal periods will be excluded from compensable hours during each 24-1/4 hour tour of duty, which means that the "paid hours" under the Fair Labor Standards Act are 22-1/4 per day. If an employee's meal period is interrupted by calls to duty, the Department will reschedule the meal period as soon as convenient thereafter, unless the Department determines that work requirements will not permit rescheduling, in which event the interrupted meal period will be counted as time worked and paid accordingly. There is no agreement concerning the exclusion of sleep time. Sleep time will continue to be compensable time.

The meal period exclusion described in the preceding paragraph shall not be applicable for an employee who works fewer than a full workday, except that an employee's paid hours may not exceed 22-1/4 hours in the 24-1/4 hour period. For example, if the employee is on duty 10 hours, there will be no meal period exclusion, but if the employee is on duty 23 hours, there will be a partial meal period exclusion so that the paid hours will be 22-1/4, not 23.

The City agrees to provide a holiday schedule on Saturdays, normally commencing after 1200 hours, during which time employees will perform emergency duties, answer calls, perform any work needed to keep vehicles operational and equipment functional in order to answer calls and handle special incidental duties (special details, block parties, etc).

Section 10.3. <u>Work Period</u>

1. There will be a 27-day work cycle for overtime pay purposes.

2. For purposes of overtime eligibility, hours worked shall include paid time off, provided that paid sick leave will not count as hours worked, except as otherwise stated in this paragraph. This provision only applies to overtime worked in the same pay period that paid sick leave is taken. Exclusion of sick leave from hours worked for purposes of overtime eligibility will not apply to a "call back", the need to remain at work beyond the end of a normal shift due to an existing call for service, a "force back" as defined in paragraph 10.4 Overtime Pay, or "missed lunches" as defined in Section 10.2. Sick

leave will not be counted as hours worked in all other situations, including, for example, a "hireback". Employees will not be given preference for hireback based upon having taken sick leave in the same pay period.

3. Overtime will be paid no later than the second paycheck after the overtime is worked.

Section 10.4. <u>Overtime Pay</u>

Employees shall receive time and one-half the employee's regular straight-time hourly rate for all work outside the employee's standard workweek, with a minimum of two hours' overtime for call back or Department-directed off-duty training and with a minimum of one hour overtime when an employee is required to remain at work beyond the end of his normal shift due to an existing call for service. Call back is defined as an order to return to duty due to an actual fire or other emergency. Any call back time after the initial two hours shall be computed in terms of one-quarter hour increments.

At the employee's discretion, in lieu of overtime pay, overtime hours worked may be "banked" and used as compensatory time off. If the hours worked as overtime would have been paid at time and one-half, the employees will receive one and one-half times the number of hours worked as compensatory time. If the hours worked as overtime would have been paid as straight time, the employee will receive the number of hours worked as compensatory time. Maximum accrual for compensatory time is 44.5 hours. An employee must request the opportunity to use compensatory time off their prior assigned shift day, and such request will not be unreasonably denied.

Hire back is defined as the hiring of an otherwise off-duty firefighter so that the Department's minimum staffing level will be maintained. The first objective will be to obtain volunteer hire backs. However, in the event no firefighter volunteers for the "hire back" assignment, a firefighter will then be ordered to accept an involuntary "hire back" assignment. The City will attempt to select employees for force back from the employees on the hire back list, unless it is not feasible to select employees on the hire back list.

In the event that hire back is needed, and there is no Lieutenant vacancy, any Lieutenant who is hired back shall be paid at the applicable firefighter/paramedic longevity step overtime rate. A Lieutenant will not be charged a turn on the full hire-back list if they turn down a hire-back where they would be working as a Firefighter-Paramedic.

There shall be no pyramiding of overtime pay under this Agreement. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, provided that the employee shall be paid under the applicable provision which provides the highest compensation.

An employee who is ordered to involuntary "hire back" assignment (a "force back"), shall be paid double the employee's straight-time hourly rate for all hours worked on said occasion.

There shall be no pyramiding of overtime pay under this Agreement. If an employee receives overtime payment under one provision, the employee will not receive duplicate overtime payment under another provision.

Section 10.5. Time Off -- Shift Changes

Whenever the Fire Department directs a shift change, the affected employee or employees will be granted at least 47-3/4 hours off-duty at the time shifts are changed. This section shall not apply to any voluntary shift changes between employees.

Section 10.6. Shift Trades

An employee may request to trade shifts with another employee who is qualified to perform his duties. An employee may request a trade of a leave day, excluding sick leave, that was scheduled under Section 9.5 (a)-(c) with another bargaining unit employee on the same shift. Employees should give as much notice as possible. The approval of shift trades, including leave day trades, is within the sole discretion of the Fire Chief or the Chief's designated representative. If a trade has been approved, the employee who accepts the shift trade (not the employee who requested the shift trade) shall be responsible for working on that day or finding a qualified replacement. In the event a requested shift trade is denied, the denial may be appealed under the grievance procedure set forth in this Agreement; provided, however, that said grievance may only be processed to Step 2 of the procedure and the City's Step 2 answer shall be final.

Section 10.7. Training -- Days Off

In the event an employee is switched from a shift schedule to a forty-hour week for training purposes, the employee will be scheduled to be off-duty for at least 24 hours immediately before beginning training and 24 hours immediately after completion of training.

Section 10.8. Station Transfers

When an employee is assigned to transfer stations temporarily and the employee transports personal gear and equipment before the shift starting time, the employee will receive 15 minutes' overtime pay; when an employee is assigned to transfer stations temporarily and the employee transports personal gear and equipment after the end of the shift, the employee will receive 15 minutes' overtime pay. Overtime pay for station transfers will not be paid to an employee who transfers stations in order to serve in a higher ranking capacity. For example, Firefighters and Firefighters/Paramedics will not earn station transfer pay when they transfer stations to assume the rank of Acting Lieutenant. Lieutenants will not earn station transfer pay when they transfer stations to assume the rank of Acting Battalion Chief.

Section 10.9. Overtime Pay: Holidays Worked

Employees shall receive overtime pay at time and one-half the employee's straight-time hourly rate for all hours actually worked on the holidays as recognized by the annual holiday schedule for City Hall, with the exception of New Year's Day, Independence Day, Thanksgiving, Christmas Eve and Christmas. With respect to the 5 exceptions, they shall receive overtime pay for the actual holiday rather than the day recognized by the annual holiday schedule for City Hall.

Although specific dates and designated holidays may change from year to year, normally there will be eight City Hall holidays each year. For example, work on Christmas Day as used in this Section shall mean work performed during the 22.25 hour work schedule from 0745 hours December

25 to 0800 hours December 26. This holiday schedule will apply to shift and non-shift 37.5 hour week employees.

Section 10.10. 72-Hour Rule

In order to ensure the safety of personnel and operations, Fire Department personnel may not work more than 72 consecutive hours of shift work. This includes, but is not limited to, scheduled shift time, trade time and shift overtime. The 72 consecutive hours shall not be extended by use of any benefit time or work trades of less than twelve hours. If an employee utilizes benefit time or work trades in excess of 12 hours, the shift work performed thereafter shall not be considered "consecutive" with the hours worked before the use of benefit time or work trades for purpose of calculating the 72 hours

At the completion of the 72-hour work period, the employee must take a minimum 12-hour break. The only break period within that 72-hour work period that resets a new period of work, is a break of a minimum of 12 hours in duration.

This 72-hour restriction is not intended to prohibit an employee's participation in non-shift activities including, but not limited to:

- Attendance at, or instruction of, Department-approved training sessions
- Stand-by at community / special events
- Attendance at meetings
- Fire Prevention / Public Education activities (i.e.: inspections, Safety Town, public education presentations, etc.)

Notwithstanding the foregoing, under extenuating circumstances (*e.g.*, emergency work in progress, community emergency or disaster), individuals may be required to work in excess of 72 hours by order of, or approval by, the Fire Chief or his/her designee.

Members will not be charged a turn on the full hire-back list if they turn down the hire-back which would cause the employee to exceed the 72 hour rule.

ARTICLE XI
Grievance and Arbitration

Section 11.1. Grievance Procedure

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purpose of this Agreement, a grievance is any dispute or difference of opinion raised by the firefighter or the Union against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended.

Step 1: The firefighter, with or without a Union representative, may take up the grievance with the firefighter's immediate supervisor within fifteen (15) calendar days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond within fifteen (15) calendar days after such discussion.

Step 2: If not adjusted in Step 1, the grievance shall be reduced in writing and presented by the Union to the Fire Chief within fifteen (15) calendar days following the supervisor's answer to Step 1, except that the Fire Chief may designate that the Deputy Fire Chief shall receive Step 2 grievances. The Fire Chief or Deputy Fire Chief shall attempt to adjust the grievance as soon as possible, but shall give his answer in writing to the Union within fifteen (15) calendar days after receipt of the grievance.

Step 3: In the event an employee elects to proceed to the Third Step of the grievance procedure, the employee shall indicate in writing his desire to do so. In the event the grievance involves a disciplinary action within the jurisdiction of the Fire and Police Commission, the employee shall have the option of proceeding under the appropriate procedures of the Commission or under the grievance procedure hereafter provided. In the event the employee elects to proceed under the grievance procedure, he shall indicate in writing his choice and specifically waive any right he might otherwise have under the Fire and Police Commission Act.

If not satisfactorily adjusted in Step 2, the grievance shall be submitted to the City Manager within fifteen (15) calendar days of the answer in Step 2. A meeting shall be held at a mutually agreeable time and place with the City Manager or his representative. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the City Manager or his designated representative shall give the Union the Employer's answer within fifteen (15) calendar days following their meeting.

Step 4: If the grievance is still unsettled, it may be referred for arbitration by written request from the Union made within fifteen (15) calendar days of the Employer's answer in Step 3.

Section 11.2. <u>Arbitration</u>

Arbitration shall proceed in the following manner:

(a) The Employer and the Union shall attempt to agree on an arbitrator. If they are unable to agree upon the person to serve as the arbitrator, they shall request a panel from the Federal Mediation and Conciliation Service, from which panel the Union and City shall alternately strike names until only one name shall remain.

(b) The arbitrator shall hold a hearing at a date convenient to the parties. The scope of the hearing shall be at the sole discretion of the arbitrator. The hearing shall only be open to all parties in interest.

(c) The arbitrator shall issue his decision not later than thirty (30) calendar days from the date of closing of the hearing or within 30 days from the date set for filing post-hearing briefs with the Arbitrator.

(d) The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted.

(e) The decision of the arbitrator shall be final and binding on the City, the Union and the employee or employees involved.

(f) Any general costs of the arbitration proceedings shall be shared equally between the Employer and the Union. All other expenses shall be borne by the individual parties.

(g) The arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

ARTICLE XII
Labor-Management Conferences

Section 12.1. Meeting Request

The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, quarterly meetings may be held if mutually agreed between three employees selected by the Union and up to three representatives of the Employer. Such quarterly meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

(a) discussion on the implementation and general administration of this Agreement;

(b) a sharing of general information of interest to the parties;

(c) notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees.

Section 12.2. Content

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 12.3. Attendance

Employees shall be compensated for time lost from the normal straight-time workday for attendance at labor-management conferences.

ARTICLE XIII
General

Section 13.1. Drug Testing

The City may require an employee to submit to urine and/or blood tests if the City determines there is reasonable suspicion for such testing. The City may also require an employee to submit to urine and/or blood tests during an employee's probationary period and/or prior to promotion to a higher rank, if the employee is involved in an on-duty traffic accident resulting in death or serious bodily harm.

The City shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining the proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive test result shall not be submitted to the City unless a confirmatory test result is also positive as to the same sample. The City shall provide an employee with a copy of any test results which the City receives with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the City, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

The results of any positive tests for the first violation shall be made available to the City for appropriate action.

The illegal use, sale or possession of controlled substances while employed by the City, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline up to and including termination, subject to confirmation by the Board of Fire and Police Commissioners. While such disciplinary issues shall be subject to the exclusive jurisdiction of the Board of Fire and Police Commissioners, all other issues relating to the testing process (e.g., whether there is a reasonable suspicion for ordering an employee to submit to a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement. Random testing is permitted of an bargaining unit member who is in a drug and/or alcohol related medical treatment center as a result of either voluntary request for assistance or disciplinary action.

If an employee who is not involved in a disciplinary situation comes forward and requests employee assistance concerning a drug and/or alcohol problem, this matter will be treated as a medical question, not as a disciplinary question, and the City's group medical insurance shall be available. This approach will be available on a one-time basis, but may be offered on a second-time basis if the City in its sole discretion believes the situation warrants a second-time consideration. Before the City implements any policy under this Paragraph, the City will meet with an Association Committee and/or members at large to discuss the policy and receive Association input.

Section 13.2. Funeral Leave

In the event of a death in the employee's immediate family, the employee will be granted leave, without loss of pay, for one day to attend the funeral or other bereavement observance in the event of death of the employee's parent, grandparent, grandchild, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, child or spouse. Eight consecutive hours of paid leave may be used for funeral attendance or other bereavement observance in the event of death of the employee's aunt, uncle, first cousin, niece or nephew. Eight consecutive hours of paid leave may, at the Fire Chief's discretion, be used by an employee for funeral attendance or other bereavement observance in the event of death of the employee's step parent, step brother or sister, or step child. Funeral leave for other relatives will be reviewed on a case-by-case basis, but will only be authorized for unique circumstances.

Section 13.3. Respirator Certification Program

Annual respirator certification will be required for all Fire Department personnel whose job function requires active participation at the fire/emergency scene where hazardous conditions may exist and/or where the use of self-contained breathing apparatus may be required. The cost of this examination will be borne by the City. The annual respirator certification will follow the examination format recommended by the Occupational Safety and Health Administration (O.S.H.A.) and the Illinois Department of Labor (I.D.O.L.) guidelines as a basis for the determination.

Personnel shall be considered "respirator certified" or "not respirator certified" based on the evaluation and interpretation of results by the Fire Department board certified occupational physician. If determined "not respirator certified", employee may obtain a second opinion from a duly qualified medical practitioner of his/her choosing. The cost of this second examination shall be submitted to the employee's health insurance, the City will pay any amount not covered by insurance up to a maximum of $400. If the two opinions conflict, a third examination may be conducted by a physician mutually agreed upon by the City and the employee. The cost of the third examination shall be submitted to the employee's health insurance. Any amount not covered by insurance shall be equally split between the employee and the City.

Personnel found "not respirator certified" due to a non-work related, non-permanent condition may be placed on limited duty status if available, until once again determined "respirator certified"; provided such limited duty assignments shall not exceed ninety (90) calendar days, without loss of salary or benefits. Job descriptions for such limited duty status may be determined on a case-by-case basis depending on the severity, nature of the individual's condition, and availability of limited duty. A firefighter who is on alternate duty status will not be required to be certified for respirator use until the employee is cleared for full duty status. If "not respirator certified" and not on such limited duty assignment, the employee may first use his/her accumulated sick leave including any eligible sick leave bonus. Afterwards, he/she may use his/her accumulated leave time, and then go on unpaid leave. In cases where, after following all procedures and treatment plans, a firefighter is still "not respirator certified," he/she will be placed on leave pending a permanent disposition.

Nothing herein shall be construed to alter or have any effect on the statutory rights or statutory requirements concerning disability pensions and/or the Worker's Compensation Act, and/or any other applicable statutes. In addition, nothing herein shall be construed as a limitation on the City's rights or current practice towards employees with a work related injury or condition.

Confidentiality of records shall be maintained. If the City's doctor determines that an employee is "respirator certified", then only such finding shall be reported to the City. If a physician determines that an employee is "not respirator certified" then the City's Director of Human Resources or her designee shall be supplied with medical information which the physician believes is appropriate in order to evaluate the employee's medical suitability for continued work and/or limited duty. Any such medical information will be treated as confidential, and access to such information will be on a strict "need to know" basis. Medical records will be filed separately from the employee's regular personnel record.

Section 13.4. Job Duties

The primary job duties of employees covered by this Agreement shall be: fire suppression; fire prevention; fire extinguishment; public education; training activities; normal or routine maintenance of

equipment, apparatus, fire stations, fire buildings and grounds; emergency medical services; hazardous materials incident management; special team activities (Hazmat, TRT, Dive, Fire/Arson Investigations, etc.); and other duties and responsibilities which employees normally perform as part of their regular job duties. It is recognized that changes in job duties and job functions will occur from time to time and that the City may assign employees job duties and job functions related to those set forth herein.

Nothing herein shall interfere with the right of employees to volunteer, or the City's right to ask for volunteers, to perform job duties unrelated to the primary job duties set forth above, but the employee's refusal to volunteer to perform such unrelated duties shall not be cause for discipline. The Section does not apply to an employee who is temporarily assigned to modified duty.

Section 13.5. Outside Employment

Employees shall notify the Chief in writing of any outside employment in advance of commencing such employment by using the City of Park Ridge Outside/Private Employment form. Outside employment shall be defined as being employed by an employer, contracting for or accepting anything of value in return for services and/or self-employed for remuneration. Employees may be allowed to work on outside employment on their days off, provided such employment shall not:

1) Result in an economic conflict of interest;
2) Bring the City into disrepute; or
3) Violate any City or Fire Department Policy.

Section 13.6. Minimum Staffing

The City and the Union mutually understand and agree that protecting the health, safety and welfare of the firefighters and the community is of primary concern to both parties. To promote this concern and allow the Department to function efficiently and properly, a minimum number of 10 qualified and trained operations personnel in the bargaining unit, as defined herein, will be maintained at all times. The parties will recognize that 10 qualified and trained firefighters, up to and including the rank of Lieutenant, shall be from the Park Ridge Local #2697 bargaining unit. If at any time the number of on-duty personnel falls below the daily minimum level of 10 collective bargaining unit members, the City shall take the necessary steps to restore the proper staffing levels. Efforts to restore the staffing levels shall include the hiring back or forcing back of off-duty Park Ridge Local #2697 members pursuant to Section 10.4 titled "Overtime Pay." Nothing in this agreement shall limit the City from operating the Department with a full-time professional staffing level above this amount.

ARTICLE XIV
Promotions

Section 14.1. General

Unless otherwise specifically provided in this Article, the promotion process to the rank of Lieutenant shall be administered by the City of Park Ridge Board of Fire and Police Commissioners ("BFPC").

Section 14.2. Vacancies

This Article applies to promotions to vacancies in the rank of Lieutenant only. A vacancy in the rank of Lieutenant shall be deemed to occur on the date upon which the position is vacated, provided that the position continues to be funded and authorized by the City. If a vacated Lieutenant position is not filled due to the lack of funding or authorization and is subsequently reinstated (i.e., funded and authorized by the City), the final promotion list shall be continued in effect until all Lieutenant positions that were vacated and not filled due to the lack of funding or authorization have been filled or for a period of five (5) years beginning from the date on which the applicable position was vacated, whichever occurs first. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 14.3. Eligibility Requirements

The examination process for promotion to the rank of Lieutenant shall be competitive among employees in the rank of Firefighter-Paramedic (except as otherwise expressly provided in Paragraph e of this Section), who meet all of the eligibility requirements set forth below and desire to submit themselves to such process.

Such an employee shall be eligible to participate in the process for promotion to Lieutenant if:

(a) Such employee has served a minimum of seven (7) years on Park Ridge Fire Department, including probation, as of the date of the written examination;

(b) Such employee is certified as Fire Officer I or provisional Fire Officer I as described by the Illinois Office of the State Fire Marshal as of the close of applications for the promotion testing process, as established by the BFPC;

(c) Such employee has an associate's degree or 60 credit hours from an accredited educational institution or 4 years active military experience with 15 credit hours from an accredited educational institution;

(d) Such employee is certified as a Fire Apparatus Engineer; and

(e) Such employee is a licensed paramedic, except for those Firefighters who de-licensed as a Park Ridge Firefighter-Paramedic on or before April 30, 2006.

Section 14.4. Components of the Promotional Process and the Weighting of Components

The placement of eligible candidates on a promotion list shall be based on the points achieved by the candidate on each of the following six components weighted as specified:

Order of Administration	Component	Percentage Weighting
1	Seniority	10%
2	Ascertained Merit	20%
3	Chief's Points	10%
4	Written Examination	30%

5	Assessment Center	30%

If a candidate wishes to withdraw from the promotional process before the completion of all the components of the promotional process, the candidate shall so advise the Fire Chief in writing.

Section 14.5. <u>Promotion Process Components</u>

The components of the promotional process shall be as follows and shall be administered in the order set forth above. Except as otherwise provided herein, the written exam, assessment center and BFPC oral interviews (if any) shall be subject to monitoring as set forth in Section 25 of the Illinois Fire Department Promotion Act.

<u>Seniority</u>. Seniority shall be calculated based upon months of completed service as of the close of applications for the promotion testing process, as established by the BFPC. Seniority shall be calculated as follows:

- Candidates shall be granted .55555 point for each completed month of full-time service with the City of Park Ridge Fire Department for each month in excess of 60 to a maximum of 180 months.

- The total point value shall not exceed 100 points, based upon 20 or more years of service.

<u>Ascertained Merit</u>. A maximum of 100 points can be earned based on ascertained merit, which shall be determined on the basis of the following:

ASCERTAINED MERIT
Fire Officer II provisional certification – 25 points -Prior to obtaining FO II provisional cert., an employee shall earn 5 points for each successfully completed FO II course, up to a maximum of 20 points.
Bachelor's Degree from accredited College or University - 40 points
Current Hazardous Materials Team Member in Good Standing - 5 points
Current Underwater Rescue and Recovery Team Member in Good Standing - 5 points
Current Technical Rescue Team Member in Good Standing - 5 points

Current Fire Investigation Team Member in Good Standing - 5 points
City designated educator on Public Education Team - up to 5 points based upon level participation during last calendar year 5 points for 48 hours or above; 4 points for 36-47 hours, 3 points for 24-36 hours; 2 points for 16-23 hours; 1 point for 8-15 hours.
City designated paramedic Preceptor – Maximum of 5 points - A Primary Preceptor will receive 2.5 points for every student they precept within the 24 months preceding the close of applications. - A Backup Preceptor will receive 1.25 points for every student they are the backup within the 24 months preceding the close of applications. - An employee may obtain a total of 5 points during promotional testing periods within the 24 months preceding the close of applications. - The student has to have completed the paramedic program before the close of the application period in order for the primary/backup preceptor to receive points.

An employee may not combine points for more than one degree, but shall be given points under the above scale for the highest degree obtained as of the close of applications for the promotion testing process, as established by the BFPC. An employee may accrue up to fifteen (15) points for the special teams specified above, excluding points for the Public Education Team and Preceptor, *i.e.*, an employee may earn points for Public Education Team and Preceptor, in addition to 15 points for the remaining special teams.

Chief's Points. The Fire Chief may award up to a total of 100 points to each candidate, at his sole discretion.

Written Examination. The City will post a reading list of the study materials for the written examination, which shall include study/reference materials for all major areas contained in the written exam, at least ninety (90) calendar days in advance of the date of the written examination, in each fire station. The written exam shall be conducted by a qualified outside vendor selected by the City. The City and the Union may each select one (1) impartial monitor to be present and observe this component of the testing process. Such monitoring of this component shall otherwise be in accordance with Section 25 of the IFDPA. The written exams shall be scored on the same day the exam is administered, and applicants will then be given the opportunity to review their scores and/or challenge questions, provided that the City or the City's designee shall make the final determination. The name of any applicant for promotion who does not attain a minimum passing score of seventy percent (70%) on the written exam shall not be entered on the preliminary or final promotion list, and may not participate further in the process. An individual employee's score of seventy percent (70%) or above on the written examination shall not be disclosed to the assessor's used by the outside vendor to

conduct the assessment center component, or to the Commissioners on the BFPC until after the Commission awards its points under the last component.

Assessment Center. The City will use an outside vendor to conduct the Assessment Center. The Assessment Center may include the use of multiple assessment techniques. Each candidate may be awarded up to 100 points by the Assessment Panel. The City will not retain an outside vendor to conduct an assessment center unless such vendor agrees not to offer pre-assessment review sessions to eligible employees in advance of the assessment center component which they are retained to conduct. In addition, the outside vendor responsible for conducting this component shall not release the scores until requested by the BFPC, which said request shall not be made until after the Commission awards its points under the following component.

The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations will not be utilized during the promotional testing process.

Section 14.6. Scoring of Components and Posting of Preliminary Promotion List

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total possible score of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. This shall be the preliminary promotion list.

Once the preliminary promotion list is posted, if a candidate wishes to receive points for being a military veteran, such employee must affirmatively so request in writing to the BFPC within ten (10) calendar days of the posting of such list. The determination of whether an employee is eligible for points as a veteran shall be based on the provisions of the Illinois Municipal Code, 65 ILCS Sections 5/10-2.1-10-12. Candidates who are otherwise qualified and timely request credit for prior military service of at least one year of active military service, shall be granted veteran's preference points of 7/10 of one point for each six (6) months or fraction thereof of military service not exceeding thirty (30) months. No person shall receive the preference for a promotional appointment after he/she has received one promotion from an eligibility list on which he/she was allowed such preference, *i.e.*, points for being a veteran can only be used once for promotional purposes.

An employee's score for each component of the promotional process shall be communicated to such employee as soon as practicable after the component is completed. After all components of the promotional process have been completed and any veteran's preference points added, the scores for all components for each candidate who completed all components shall be tallied, a final promotion list shall be prepared by the Board of Fire and Police Commissioners. The final promotion list shall be posted on the bulletin board at each fire station, listing in rank order from highest to lowest the aggregate score for each candidate who completed the promotional process.

Section 14.7. Order of Selection

When there is a vacant or newly created position in the rank of Lieutenant that the City has funded and authorized to be filled, the City Board of Fire and Police Commissioners shall appoint to that position the person with the highest ranking on the final promotional list for that rank, except that the BFPC, upon recommendation of the Fire Chief, shall have the right to pass over that person and appoint the next highest ranked person on the list if the Fire Chief has reason to conclude that the

highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the Fire Chief shall document his reasons for his decision to select the next highest ranking person on the list. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the provisions of the grievance and arbitration procedure set forth in Article XI, of this Agreement; provided, however, any such grievance must be filed within seven (7) calendar days of the date the employee is notified, in writing, of the Fire Chief's reason for passing him/her over. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once.

Any candidate may refuse a promotion once without losing his or her position on the final promotional list. Any candidate who refuses a promotion a second time shall be removed from the final promotion list, provided that such action shall not prejudice a person's opportunity to participate in future promotional processes.

Section 14.8. <u>Duration of Final Promotion List</u>

A final promotion list developed pursuant to this Article, shall be effective for a period of two (2) years from the date of its posting. Integrated lists shall not be utilized. The City shall take all reasonable steps to ensure that the Park Ridge Board of Fire and Police Commissioners maintains in effect current eligibility lists so that promotional vacancies that the City Council has funded and authorized to be filled are filled not later than forty-five (45) days after the occurrence of the vacancy.

Section 14.9. <u>Right of Review</u>

Any individual participant in the promotional process who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or application of veteran's preference points may file a grievance at Step 2 in accordance with the provisions of the grievance and arbitration procedure set forth in Article XI, of this Agreement, subject to the following provisions:

(a) Any such grievance must be filed within seven (7) calendar days of the date the final promotion list is posted.

(b) The grievance shall be limited to disputes relating to a claim that the Fire Chief or the Board of Fire and Police Commissioners failed to follow the requirements of this Article in administering the promotional process. Only such objective grievances shall be allowed under the parties' grievance and arbitration procedure set forth in Article XI.

(c) The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the promotion process, other than the accuracy of the computations of the points award.

If a timely grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Lieutenant.

Section 14.10. Relationship of Article to the Fire Department Promotion Act

If there is any conflict or inconsistency with either the Fire Department Promotion Act (P.A. 93-0411) or the rules and regulations of the City of Park Ridge Board of Fire and Police Commissioners, as the same may be changed from time to time, the provisions of this Article shall be applicable and control. The provisions of the Fire Department Promotion Act that shall be applicable and control with respect to any subject that is not covered by the provisions of this Article.

ARTICLE XV
Seniority, Layoff And Recall

Section 15.1. Definition of Seniority

For purposes of this Article, seniority shall be based on the employee's length of continuous full-time employment as a sworn firefighter in the employ of the City. Seniority shall not accrue during any period of time when the employee is in a non-paid status for thirty (30) or more consecutive days, except as otherwise required by law. Conflicts in seniority between two employees having the same accrued seniority shall first be resolved on the basis of hire date and, if a conflict still exists, then on the basis of their order of rank on the eligibility list from which they were hired, with the employee higher on the list being considered the more senior.

Section 15.2. Seniority List

During December of each year, the City will post and provide the Union with a seniority list setting forth each employee's seniority date. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the City's posting of the list.

Section 15.3. Layoff

The City, at its discretion, shall determine whether layoffs are necessary. If the City determines that layoffs are necessary, employees will be laid off as provided in 65 ILCS 5/10-2.1-18. Employees with the least seniority in the rank to be reduced (i.e., Lieutenant or Firefighter) shall be removed first. Probationary bargaining unit employees will be laid off before non-probationary employees. Notwithstanding the foregoing provisions, the City may take whatever actions may be necessary to maintain the minimum number of licensed Firefighter-Paramedics as described in Section 5.3 (b) of this Agreement.

Section 15.4. Recall

Employees who are laid off shall be placed on a recall list for up to three (3) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are on the recall list shall be given up to thirty (30) calendar days to report back to work from date of the notice of recall, provided that the employee must notify the Fire Chief or his designee of his intention to return to work within ten (10) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address last provided by the employee, with a copy to the Union, it being the obligation and responsibility of the employee to provide the Fire Chief or his

designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 15.5. Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

(a) quits;

(b) is discharged for cause (probationary employees without cause);

(c) retires;

(d) falsifies the reason for a leave of absence;

(e) fails to report to work at the conclusion of an authorized leave of absence or vacation unless there are extraordinary circumstances beyond the employee's control that prevent notification;

(f) is laid off with recall rights and fails to notify the Fire Chief or his designee of his intention to return to work within ten (10) calendar days or to report for work within thirty (30) calendar days after having been recalled;

(g) does not perform work for the City (except for military service or an established work related injury or illness compensable under workers' compensation or employees receiving disability pension) for a period in excess of twelve (12) consecutive months.

(h) Accepts gainful employment while on an approved unpaid leave of absence from the Fire Department, unless the employee received specific prior written consent from the City Manager or Fire Chief that seniority would not terminate under such circumstances.

The foregoing list shall not be construed as a limitation upon the City's right to discharge employees for cause (probationary employees without cause), in accordance with the terms of this Agreement.

Section 15.6. Effects of Layoff

During the term of this Agreement, if the City exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the medical insurance in effect at the time of layoff by paying, in advance, the full applicable monthly premium for their insurance coverage. If an employee opts to maintain medical insurance under this section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff, or such longer period as may be required by law. Employee rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan. An employee who is laid off will be paid for earned, but unused, vacation time.

Signed this 7th day of JANUARY 2016.

LOCAL 2697, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO:

By: _____

By: _____ WOLFF

CITY OF PARK RIDGE:

By: _____
City Manager

By: _____
Director of Human Resources

SIDE LETTER – LT/PM WAGE SCHEDULE

The following employees, whose existing wages as a Lieutenant-Paramedic exceed the amount indicated on the Lieutenant-Paramedic wage schedule, shall be paid as follows:

	5/1/2014	11/1/2014	5/1/2015	5/1/2016	5/1/2017
Boeringa	$103,105	$104,136	$106,218	$107,812	$109,429
Krause	$99,738	$100,735	$102,750	N/A	N/A
Portell	$99,714	$100,711	$102,725	$104,266	$105,830
Debs	$99,443	$100,437	$102,446	$103,982	$105,542

Agreed:

City of Park Ridge, Illinois

By:_____

Date: 1/18/16

Local 2697, IAFF

By:_____ WCLR

Date: 1/7/2016

SIDE LETTER

1. Purpose

This side letter will establish the procedures to create a list of candidates qualified for promotion to Battalion Chief. The parties agree that the terms herein shall govern unless and until the parties mutually agree to change these terms. If the Shift Commander position changes name, the process provided herein will govern for promotions to Shift Commander.

2. Policy

This promotional process is designed to select the most qualified individual with the greatest potential to serve the City and the Department.

3. Protocol

A. Eligibility

The following requirements must be met to participate in the Battalion Chief's promotional process*

- An Associate's degree from an accredited educational institution.
- Provisional Fire Officer II certification through the Illinois Office of the State Fire Marshal.
- EMT-Paramedic Licensure through the Illinois Department of Public Health and the City's current EMS system.
- Two years as a Lieutenant with the Park Ridge Fire Department.
- Captains are eligible to participate in the promotional process to Battalion Chief.

**Lieutenants may participate in the Battalion Chiefs promotional process. Upon receiving such promotion, the employee shall have one year to complete the necessary Provisional Fire Officer II certification through the Illinois Office of the State Fire Marshall, or such employee shall be demoted. The City agrees to pay for the course fee for completing the Provisional Fire Officer II certification through the Illinois Office of the State Fire Marshall. (Paragraph revised by agreement in 2011).*

T/A 6-3-2011

7/20/11 CITY

7/20/11 UNION

7/20/2011 @ 2358 HRS

B. Selection Process

1. Step One

The candidate must submit a letter of intent to the Deputy Chief requesting to participate in the promotional process. This letter is to be accompanied by a complete chronological resume, which should include information about formal and professional training and education as well as significant duties and accomplishments. Copies of college transcripts or certifications

should be included, if applicable. These documents shall be sealed in an envelope and the date and time delivered will be recorded.

2. Step Two

A written examination will be administered. The written examination will be procured from an outside vendor and may be administered by the vendor or the Human Resources Department. The examination will consist of emergency incident supervisory knowledge and local information, policies, and procedures. Questions based on emergency incident supervisory knowledge and local information, policies, and procedures will be taken from the information contained in the materials included in **Attachment A:** the Park Ridge, IL Fire Battalion Chief Examination Reading List (to be developed). The reading materials will be posted at least 90 days prior to the date of examination.

All candidates should be aware that although the Park Ridge Fire Department will make every effort to obtain and make available two copies of each of the documents and texts contained in the reading lists, it is the responsibility of the candidate to be familiar with the information. A complete set of study materials will be available for review at each station. Candidates may make copies of information, but may not take department owned materials out of the stations. Candidates may, of course, purchase study materials and are encouraged to do so.

To continue in this process, the candidate must get a minimum score of seventy percent (70%) on the exam. This score will be used as the written test component. See **Attachment C** for further information about the use of the written test score.

3. Step Three

Candidates successfully completing Step 2 will be asked to appear before the Chief, Deputy Chief and Director of Human Resources or his/her designee for an Interview. Dates for the Oral Interviews will be posted after the completion of Step 2 in the promotional process. The oral interviews will be used to assist in calculating the Chief's Points.

4. The Fire Chief will assign "Chief's Points". The Director of Human Resources will notify the Chief of candidates successfully completing the written examination, but not their individual test scores.

The Chief's points will be based upon the following areas: Organizational Loyalty; Planning and Organization; Communications Skills; Leadership; and Decision-Making. The Fire Chief can assign a maximum of 100 points to each candidate.

5. Step Four

Staff will evaluate the resumes of the Candidates successfully completing Steps 1-3.

The Candidates will be assigned a point value for Formal Education, Experience, Duties and Accomplishments (Attachment B). Attachment C outlines the overall point structure of the promotional procedure.

6. Step Five

Candidates will participate in an assessment center. Attachment C outlines the overall point structure of the promotional procedure.

C. Testing Procedure Results

Fire Administration will publish a list of candidates who are qualified to be promoted to the position of Battalion Chief. Those on the list will be ranked by overall percentile score based on the four components. Prior to promotion, the candidates will be called in for interviews with City and command staff members.

4. General Information

A. Eligibility List

The list, as posted by Fire Department Administration, will be in effect for up to two (2) years.

B. Appointment

The Chief may select any of the top two candidates to fill a position. When one of the top two candidates is selected to fill a position, the third candidate on the eligibility list becomes one of the top two for the next promotion. Any member promoted to the rank of Battalion Chief may be reverted back to his/her former civil service rank at the discretion of the Fire Chief.

C. Previous Placement

Previous promotional list placement will not be considered a factor in this process.

D. Right of Review

Any individual participant in the promotional process who believes that an error has been made with respect to eligibility to take an examination, examination

result, or placement or position on a promotion list, may file a grievance at Step 2 in accordance with the provisions of the grievance and arbitration procedure set forth in Article XI, of the Collective Bargaining Agreement, subject to the following provisions:

A. Any such grievance must be filed within seven (7) calendar days of the date the final promotion list is posted.

B. The grievance shall be limited to disputes relating to a claim that the Fire Chief failed to follow the requirements of this side letter in administering the promotional process. Only such objective grievances shall be allowed under the parties' grievances and arbitration procedure set forth in Article XI of the Collective Bargaining Agreement.

C. The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the promotion process, other than the accuracy of the computations of the points awarded.

If a timely grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Battalion Chief.

Agreed:

City of Park Ridge, Illinois	Local 2697, IAFF
By:	By:
Date: 12/17/07	Date:

Attachment A

Fire Battalion Chief Examination

Sample Reading List- Subject to Change

The written examination for this position will consist of 100 multiple-choice questions based upon the materials listed below:

1. Fire Officer's Handbook of Tactics, John Norman, PennWell Publishing Co., 3rd edition, 2005.

2. Incident Management for the Street-Smart Fire Officer, John F. Coleman, PennWell Publishing Co., 1997.

3. Fire Department Company Officer, IFSTA, 3rd edition, 1998.

4. Building Construction Related to the Fire Service, IFSTA, 2nd edition, 1999.

5. City of Park Ridge Proposed Annual Budget Fiscal Year ending April 30, 2007. (include the following only: Budget Message, Budget Summary, Community Profile, Budget Process, and Fire Department Budget)

7. City of Park Ridge Municipal Code, Article 7 Fire Regulations, dated January 3, 2005

8. Park Ridge Fire Department, Risk Assessment and Standards of Coverage - Year 2005.

9. Park Ridge Fire Department, Strategic Plan - Year 2005.

10. Park Ridge Fire Department, Accreditation Document - Year 2005.

11. Current collective bargaining agreement.

PUBLISHERS' PHONE NUMBERS

1. PenWell Publishing Co. (800) 752-9768

2. IFSTA (800) 654-4055

Attachment B- Education and Experience

100 POINTS MAXIMUM FOR EDUCATION AND EXPERIENCE

Current MABAS Special Team Leadership
5 points awarded for current special team leadership (e.g. coordinator) participation on any listed team. Max of 5 points in this area.

Hazardous Materials
Dive Rescue
Technical Rescue
Fire Investigations*

* MABAS is in process of creating

Captain's Position

A person currently holding the rank of Captain during the promotional process shall receive 10 points

Formal Education
(Associate's Degree Required- 60 points maximum)

Bachelor's Degree (40 points)
Master's Degree (60 points)

Career Experience
(25 points maximum)

1 point per year PRFD seniority/max of 25 points

Attachment C

Park Ridge Fire Department
Battalion Chief's Promotional Exam
Weighting of Assessment Components

Written Test Score	**30%**
Evaluation of Experience and Education[1]	**20%**
Chief's Points	**20%**
Assessment Center	**30%**
Total	**100%**

[1] Please review Attachment B for further information concerning this number and its computation.

/s/
Michael Crotty, Director of Human Resources

/s/
Edward V. Dubowski, Fire Chief

/s/
Matthew Jakel, Union Local 2697 President

/s/
Mike Isom, Union Local 2697 Vice President

CBA APPENDIX C

FLSA 7(g)(2) AGREEMENT – Special Overtime Assignments

This Agreement is made pursuant to the statutory provisions of Section 7(g)(2) of the Fair Labor Standards Act, 29 U.S.C. §207(g)(2), between the City of Park Ridge ("Employer"), _____ ("Employee") and the International Association of Firefighters Local 2697 ("Union") (collectively, "the parties").

In consideration of the mutual covenants, undertakings and agreements hereinafter made, the parties agree as follows:

1. Employee is represented by the Union and employed by Employer in the position of _____, and in that position, Employee is paid at the regular and bona fide rate pursuant to Article IV of this Collective Bargaining Agreement.

2. At times, Employee may also perform special overtime assignments as described in Section 4.6 of this Collective Bargaining Agreement, and when performing such work, the Employee is paid at a rate pursuant to that Section.

3. The parties agree that any statutory overtime hours spent by Employee in performing the regular duties of the position in Paragraph 1 of this Agreement will be paid at one and a half times the rate listed in Paragraph 1 of this Agreement.

4. The parties agree that any hours spent by Employee performing the special overtime assignments in Paragraph 2 of this Agreement will be paid at the overtime rate referenced in Paragraph 2 of this Agreement. Lastly, I agree and understand that since my special overtime assignments are all outside of my normal work hours, all such hours will be paid at the overtime rate.

_____

Union Date

_____

Employee Date

_____

The City Date

CBA APPENDIX D

CITY OF PARK RIDGE

OUTSIDE/PRIVATE EMPLOYMENT

Date: _____ **Department:**_____

This is to advise that I am not employed outside of my full-time position with the City of Park Ridge I agree to notify the City if I obtain outside employment.

Employee Name: _____
Please Print

Employee Signature: _____

OR

As required by the City of Park Ridge, this is to advise that I have employment in addition to the City of Park Ridge as follows:

Please state name of company, tasks performed and hours worked per week.

_____

_____

_____

I understand that if it is determined that such outside employment conflicts with my official responsibility or interferes with my work performance for the City of Park Ridge, continuation of such activity may be grounds for disciplinary action.

_____ _____
Employee Signature Date

_____ _____
Supervisor Date

_____ _____

Department Head Date

7-30-2011
THE CITY DATE

8/1/2011
8/1/2011
THE UNION DATE

CBA APPENDIX E

January 12, 1990
(Reissued May 1, 1991)
(Reissued May 1, 1993)
(Reissued May 1, 1994)
(Reissued May 1, 1995)
(Reissued May 1, 1997)
(Reissued May 1, 2000)
(Reissued May 1, 2003)

Mr. Dave Holmeier, President
International Association of
Firefighters, AFL-CIO, Local 2697

Dear Mr. Holmeier:

Effective with the signing of the 1989 Labor Agreement, the Fire Department will observe the following procedures:

SHOPPING TIME

The Department will provide approximately one-half hour of shopping time each day for two employees from each station, provided that this does not interfere with calls for service.

SPECIAL HOLIDAY DUTY SCHEDULE

The holiday duty schedule shall be between 0800 and 1200 hours

After 1200 hours, employees will perform emergency duties, answer calls, perform any work needed to keep vehicles operational and equipment functional in order to answer calls and special incidental duties (e.g., duties performed in conjunction with City's Fourth of July celebration).

NORMAL WORK HOURS FOR TOUR OF DUTY

The Department will attempt to schedule all work details between 0800 and 1700 hours, with the exception of calls for service, training as determined by the Department, special details, emergency repairs or switching of equipment, returning equipment to service after alarms, and work details which were started earlier and remain to be finished.

Ed Dubowski
Fire Chief