AGREEMENT

BETWEEN

CITY OF HIGHLAND PARK, ILLINOIS

AND

HIGHLAND PARK FIRE FIGHTERS ASSOCIATION, LOCAL 822
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

May 1, 2013

THROUGH

December 31, 2015

TABLE OF CONTENTS

Page

AGREEMENT 1

ARTICLE I – RECOGNITION 1
Section 1.1 Recognition 1

ARTICLE II – DUES DEDUCTION AND FAIR SHARE 2
Section 2.1 Dues Deduction 2
Section 2.2 Fair Share 2
Section 2.3 Indemnification 3

ARTICLE III – MANAGEMENT RIGHTS – RULES AND REGULATIONS 4
Section 3.1 Management Rights 4
Section 3.2 Rules And Regulations 4
Section 3.3 Subcontracting 5

ARTICLE IV – NO STRIKE-NO LOCKOUT 5
Section 4.1 No Strike 5
Section 4.2 No Lockout 5
Section 4.3 Judicial Restraint 5

ARTICLE V – GRIEVANCE PROCEDURE 6
Section 5.1 Definition 6
Section 5.2 Procedure 6
Section 5.3 Arbitration 7
Section 5.4 Authority Of The Arbitrator 7
Section 5.5 Processing And Time Limits 8
Section 5.6 Miscellaneous 9

ARTICLE VI – SENIORITY 9
Section 6.1 Definition 9
Section 6.2 Probationary Period 9
Section 6.3 Seniority List 10
Section 6.4 Layoff 10
Section 6.5 Recall 11
Section 6.6 Termination of Seniority 12
Section 6.7 Inactive EMT-II Status 12

ARTICLE VII – DISCIPLINE, DISCHARGE AND INVESTIGATION 13
Section 7.1 Discipline 13
Section 7.2 Oral Warnings 13
Section 7.3 Investigations 14
Section 7.4 Board of Fire and Police Commissioners' Authority 14

Section 7.5 Compliance With Statutory Requirement – Review of Personnel Files 15

ARTICLE VIII – GENERAL PROVISIONS 15
Section 8.1 Bulletin Boards and Union Charter 15
Section 8.2 Duties 16
Section 8.3 Labor Management Committee 16
Section 8.4 Joint Safety Committee 17
Section 8.5 Safety Inspection 17
Section 8.6 Formal Training 17
Section 8.7 Living Conditions 17
Section 8.8 Mileage Allowance 18

ARTICLE IX – UNIFORMS AND EQUIPMENT 18
Section 9.1 General Issue 18
Section 9.2 Replacement Items 19
Section 9.3 Maintenance of Equipment 19

ARTICLE X – PROMOTIONS 19
Section 10.1 General 19
Section 10.2 Vacancies 20
Section 10.3 Eligibility 20
Section 10.4 Rating Factors and Weights 20
Section 10.5 Test Components 21
Section 10.6 Scoring of Components 23
Section 10.7 Order of Selection 24
Section 10.8 Maintenance of Promotional Lists 24
Section 10.9 Right to Review 24

ARTICLE XI – INSURANCE 25
Section 11.1 Coverage 25
Section 11.2 Cost 25
Section 11.3 Cost Containment 25
Section 11.4 Terms of Policies to Govern 26
Section 11.5 Right To Maintain Coverage While On Unpaid Leave Or On Layoff 26

ARTICLE XII – HOURS OF WORK AND OVERTIME 26
Section 12.1 Purpose 26
Section 12.2 Normal Work Day and Work Week 26
Section 12.3 Normal Work Cycle 27
Section 12.4 Meal Periods 27
Section 12.5 Changes In Normal Work Day, Normal Work Week, or Normal Cycle 27
Section 12.6 House And Routine Duties 28
Section 12.7 Hourly Rate of Pay 28

Section 12.8 General Overtime....29
Section 12.9 FLSA Overtime....29
Section 12.10 Unexpected Manpower Shortage....30
Section 12.11 Overtime Distribution - Holdover Or Pre-Determined Hireback....30
Section 12.12 Overtime Roster Trades And Exchanges....32
Section 12.13 Regular Duty Trades....33
Section 12.14 Work Reduction Days....33
Section 12.15 No Pyramiding....34

ARTICLE XIII – HOLIDAYS FOR PERSONNEL ASSIGNED TO 8 HOUR SHIFTS....34
Section 13.1 Designation of Observed Holidays....34
Section 13.2 Eligibility Requirements....35
Section 13.3 Pay For Holiday Work....35

ARTICLE XIV – HOLIDAYS FOR PERSONNEL ASSIGNED TO 24 HOUR SHIFTS....35
Section 14.1 Time-Off Granted....35
Section 14.2 Additional Pay for Holidays Worked....36

ARTICLE XV – VACATIONS....36
Section 15.1 Vacation Accrual....36
Section 15.2 Time Granted....37
Section 15.3 Vacation And Holiday Selection....37
Section 15.4 Days Which May Be Selected....39
Section 15.5 Pay For Vacation, Holidays, Personal Days And Work Reduction Days....41
Section 15.6 Vacation Accrual While On Sick Or Injury Leave....41
Section 15.7(a) Personal Days....42
Section 15.7(b) Additional Utilization Of Certain Leave Time....42
Section 15.7(c) Utilization Of Leave after the Start of the Shift....43
Section 15.7(d) Emergency Leave....43
Section 15.8 Pay Upon Separation....44

ARTICLE XVI – SICK LEAVE....44
Section 16.1 Sick Leave Plans....44
Section 16.2 Sick Leave Plan A....45
Section 16.3 Sick Leave Plan B....47
Section 16.4 Switching from Plan A to Plan B....54
Section 16.5 RHS Plan....55
Section 16.6 Notification of Sick Leave Use....55
Section 16.7 Additional Sick Leave....56
Section 16.8 Sick Leave Abuse....56

ARTICLE XVII – ADDITIONAL LEAVES OF ABSENCE....56
Section 17.1 Military Leave....56
Section 17.2 Miscellaneous Leaves of Absence....56
Section 17.3 Non-Employment Elsewhere....56

Section 17.4 Medical Or Physical Examination 56
Section 17.5 Jury Duty – Witness Leave 57
Section 17.6 On The Job Duty Injury Leave 57
Section 17.7 Light Duty 58
Section 17.8 Bereavement Leave 58

ARTICLE XVIII – SALARIES AND OTHER COMPENSATION 59
Section 18.1 Salaries 59
Section 18.2 Longevity Pay 60
Section 18.3 Working Out of Classification 60
Section 18.4 Training Pay And Tuition Reimbursement 61
Section 18.5 Tuition Reimbursement Program 61
Section 18.6 Master's Degree Tuition Reimbursement 64

ARTICLE XIX – MISCELLANEOUS PROVISIONS 65
Section 19.1 Gender 65
Section 19.2 Fitness Examination 65
Section 19.3(a) Physical Fitness Program 65
Section 19.3(b) Wellness Incentive Program/Fitness Bonus Hours 66
Section 19.3(c) Cooper Institute of Aerobics Research Normative Data 67
Section 19.4 No Smoking 68
Section 19.5 Hepatitis B. Virus Inoculations 68
Section 19.6 Communicable Diseases 68
Section 19.7 Residency 68
Section 19.8 Flexible Spending Account Program 69

ARTICLE XX – DRUG AND ALCOHOL TESTING 69

ARTICLE XXI – OUTSIDE EMPLOYMENT 70

ARTICLE XXII – ENTIRE AGREEMENT 71

ARTICLE XXIII – SAVINGS CLAUSE 72

ARTICLE XXIV – DURATION AND TERM OF AGREEMENT 72

APPENDIX A – AUTHORIZATION FOR CHECKOFF OF ASSOCIATION DUES 74

APPENDIX B – FIRE DEPARTMENT PROMOTION ACT, 50 ILCS 742/ 75

APPENDIX C – HEALTH INSURANCE EMPLOYEE PREMIUM CONTRIBUTION SCHEDULE 82

APPENDIX D – WAGE SCHEDULE 83

MEMO OF AGREEMENT REGARDING BARGAINING HISTORY 84

MEMO OF AGREEMENT REGARDING CALCULATION OF ONE DAY'S PAY.....85

MEMO OF AGREEMENT REGARDING CUT-OFF STANDARDS UTILIZED FOR DRUG AND/OR ALCOHOL TESTING.....86

MEMO OF AGREEMENT REGARDING STATION AND EQUIPMENT MANNING.....87

MEMO OF AGREEMENT REGARDING SOLICITATION.....88

AGREEMENT

This Agreement is made and entered into by and between the City of Highland Park (hereinafter referred to as the "City") and Highland Park Fire Fighters Association, Local 822, International Association of Fire Fighters (IAFF) (hereinafter referred to as "Union" or "Association").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION

Section 1.1 Recognition. The City recognizes the Association as the sole and exclusive collective bargaining representative with respect to rates of pay, wages, hours and other terms and conditions of employment for all full-time Firefighters employed by the City of Highland Park in the classification or ranks of Firefighter, Firefighter-EMT I, Firefighter-EMT II, Lieutenant, Lieutenant-EMT I, Lieutenant-EMT II, and Fire Prevention Inspector, but excluding Battalion Chiefs, Fire Marshal, Managerial, Confidential, and Supervisory employees as defined in the IPLRA, and all other employees of the Department and City.

ARTICLE II

DUES DEDUCTION AND FAIR SHARE

Section 2.1 Dues Deduction. Upon receipt of an employee's signed authorization in the form set forth in Appendix "A," the City, for the duration of this Agreement, shall deduct from such employee's pay uniform dues of the Association. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Association and the City. The Association shall certify to the City in writing the amount to be deducted. Such amount shall not be changed more frequently than once in a calendar year. Deductions shall be made on each bi-weekly pay period and remitted by the City together with an itemized statement to the Association within 10 days of the pay period in which the deduction is made. If the Union requests, direct deposit will be utilized however the City has the right to correct any amounts deposited in error.

Section 2.2 Fair Share. During the term of this Agreement, bargaining unit employees who are not members of the Union shall, commencing sixty (60) days after the effective date of this Agreement or sixty (60) days after their employment, whichever is later, pay as a condition of employment either:

(1) one hundred percent (100%) of the established fair share fee to the Union for the costs of the collective bargaining process, contract administration services and the cost of pursuing matters affecting wages, hours and other conditions of employment, provided that the established fair share fee shall not exceed the dues attributable to being a member of the Union; or

(2) pay a like amount to a charitable organization selected in accordance with the last paragraph of this Section.

Such fair share or charitable contribution amounts shall be deducted by the City from the earnings of nonmembers and remitted in the same manner and intervals as Union dues are deducted and remitted. The Union shall periodically submit to the City a list of employees

covered by this Agreement who are not members of the Union and an affidavit which specifies the full amount of the Union's established fair share fee. The amount of the fair share fee shall not include any contributions related to the election of or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with respect to the constitutional rights of all fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee, for example, the Illinois State Labor Relations Board (ISLRB) procedure.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee shall pay an amount equal to such fair share fee to a charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on a charitable organization, the matter shall be referred to the City Manager for his determination.

Section 2.3 Indemnification. The Association shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that arise out of

or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this Article.

ARTICLE III

MANAGEMENT RIGHTS -- RULES AND REGULATIONS

Section 3.1 Management Rights. Except as specifically modified by other articles of this Agreement, the Union recognizes the exclusive right of the City to make and implement decisions with respect to the management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for hiring and to hire employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime, to determine the methods, means and organization by which operations are conducted; to make, alter and enforce rules, regulations, policies and procedures; to evaluate employees; to discipline, suspend and discharge employees for just cause (except probationary employees without cause); to determine whether services are to be provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the City. It is specifically provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 3.2 Rules And Regulations. Employees shall be required to comply with all rules and regulations, policies and procedures of the Fire Department assuming such are not inconsistent or in conflict with the terms of this Agreement.

New or revised rules, regulations, policies and procedures may be established from time to time. Except in an emergency, the Union will be given notice of proposed changes and a

reasonable opportunity to discuss such changes with management before they are finalized, and absent emergency such changes will be posted for no less than seven (7) days before they become effective and enforceable. Rules, regulations, policies and procedures shall be fairly and equitably administered and enforced.

Section 3.3 Subcontracting. Absent emergency, the City will grant to the Union at least thirty (30) days' advance notice of any decision to subcontract work of employees covered by this Agreement where such subcontract will result in the layoff of one or more bargaining unit personnel so long as such subcontracting does not violate the provisions of Public Act 095-0490, 65 ILCS 5/10-1-14 and 65 ILCS 5/10-2.1-4.

ARTICLE IV

NO STRIKE-NO LOCKOUT

Section 4.1 No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted mass resignations, or concerted mass absenteeism, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this section may be disciplined up to and including discharge by the City.

Section 4.2 No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 4.3 Judicial Restraint. Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust the contractual grievance procedure before instituting court action seeking such judicial restraint and/or damages.

ARTICLE V

GRIEVANCE PROCEDURE

Section 5.1 Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee, or the Association if a class action-type grievance, against the City involving an alleged violation of an express provision of this Agreement except that any dispute concerning hiring shall not be subject to the grievance procedure under this Agreement but shall be subject to the jurisdiction of the Board of Fire and Police Commissioners. Furthermore, any dispute concerning promotion shall only be subject to the grievance procedure to the extent permitted under Section 10.9 of this Agreement.

Section 5.2 Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, a grievance shall be processed as follows:

STEP 1- The employee, with or without the Steward (or the Steward alone in the case of an Association grievance), shall submit the grievance in writing with the appropriate Battalion Chief as designated by the Fire Chief within seven (7) calendar days of its occurrence, or within seven (7) calendar days from the date on which the employee knew or reasonably should have known of its occurrence. The grievance shall be signed by the grievant and shall set forth all relevant facts, the provision or provisions of the Agreement allegedly violated, and the relief requested. The designated Battalion Chief shall render a written response to the grievant and the Association within seven (7) calendar days after the grievance is received by any Battalion Chief.

STEP 2- If the grievance is not settled at Step 1 and the employee or the Association wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Fire Chief or his designee within seven (7) calendar days after receipt of the City's answer at Step 1. The Fire Chief, or his designee, shall investigate the grievance and shall within seven (7) calendar days offer to discuss the grievance with the Association and the grievant at a mutually agreeable time to the parties. The Fire chief, or his designee, shall provide a written answer to the grievant and the Association within ten (10) calendar days after the grievance is appealed to Step 2.

STEP 3- If the grievance is not settled at Step 2 and the employee or the Association desires to appeal, it shall be referred in writing to the City Manager, or his designee, within seven (7) calendar days after receipt of the City's answer at Step 2. Thereafter, the City Manager, or his designee, and the President of the Association, or his designee, together with other individual(s) as desired by the City Manager and the Association shall, within seven (7) calendar days of receipt of the appeal, set a meeting date. If no agreement is reached, the City Manager, or his designee, shall submit a written answer to the grievant and the Association within fourteen (14) calendar days after the grievance is appealed to Step 3.

Section 5.3 Arbitration. If the grievance is not settled in Step 3 the Association may refer the grievance to arbitration, as described below, by providing written notice to the other party within fifteen (15) calendar days after the City's written answer as provided at Step 3 is received or is due (whichever is sooner).

a. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the party invoking arbitration shall request the Federal Mediation and Conciliation Service or the Illinois State Labor Relations Board to submit a panel of seven (7) arbitrators. Each party has the right to request that the panel(s) submitted for any given case be limited to members of the National Academy of Arbitrators. The Association shall strike one name and the City shall strike the next name, each alternating until one name remains and that person shall be the arbitrator; provided, however, that either party prior to striking names from the list has the right to reject one panel of arbitrators and request that a new panel be submitted.

b. The arbitrator shall be notified of his/her selection and shall, upon request, set a time and place for the hearing.

c. More than one grievance may be submitted to the same arbitrator where both parties agree in writing.

Section 5.4 Authority Of The Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the issue or issues presented, the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his/her decision to the parties within thirty (30) calendar days following the close of the

hearing or the submission of briefs (whichever is later) unless the parties agree to an extension thereof. The arbitrator shall be empowered to determine the issue raised by the grievance and shall have no authority to make a decision on any issue not so raised or submitted. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law except as those powers, duties and responsibilities may be specifically limited by the terms of this Agreement.

Subject to the arbitrator's compliance with provisions of this Section, the decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be borne equally by the parties, but each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties. If not mutually agreed, the party desiring a transcript shall pay the entire cost and may provide a copy to the arbitrator without providing a copy to the other party.

Section 5.5 Processing And Time Limits.

a. The City shall provide the Association with a copy of all grievances and grievance appeals within a reasonable period after they are filed.

b. Association grievances may be presented initially at Step 2 of the grievance procedure.

c. Grievances may be investigated and processed during working hours by Association representatives upon prior approval of the Chief or his designee, provided such activities do not interfere with the operations of the Fire Department.

d. If a grievance is not presented to the City within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not

appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer, except as provided in Section 5.6. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee or the Association may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement confirmed in writing extend any of the time limits set forth in this Article.

Section 5.6 Miscellaneous. It is specifically provided that no grievance settlement, unless approved by the Association, shall be inconsistent with the terms of this Agreement or any other agreement in effect between the City and the Association. It is further understood that the Association shall retain the right to exercise its discretion to refuse to process unmeritorious grievances.

ARTICLE VI

SENIORITY

Section 6.1 Definition. Seniority shall mean an employee's length of employment with the Fire Department since his last date of hire as a full-time uniformed employee. Conflicts of seniority between two employees having the same starting day shall be determined on the basis of the order of the firefighters on the Board of Fire and Police Commissioners' Eligibility List, with the firefighter higher on the list being considered the more senior. For purposes of receipt of fringe benefits under this Agreement, an employee's seniority shall be deemed to begin on the employee's last date of hire with the City.

Section 6.2 Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of one year, during which time they may be required to obtain state certifications of Firefighter II and/or EMT-I and/or EMT-II. For those employees who attend the Fire Academy the

probationary period shall include six (6) weeks (i.e., thirty (30), eight (8) hour days) and 95 shift duty days; for those employees who do not attend the Fire Academy the probationary period shall include 109 shift duty days. During an employee's probationary period, the employee may be laid off or terminated at the sole discretion of the City. The seniority of an employee during and after completion of this probationary period shall date back to the employee's last date of hire in the Fire Department as a full-time uniformed employee.

Section 6.3 Seniority List. On or before January 1 of each year, the City, upon fifteen (15) calendar days' prior request of the Association, will provide the Association 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 Association's receipt of the list.

Section 6.4 Layoff.

a. The City may lay off employees due to lack of work and/or lack of funds, change in organizational structure, or abolishment of positions except that no bargaining unit member shall be laid off through December 31, 2015.

b. Whenever there is a layoff, employees shall be laid off in the following order:

(1) Probationary employees;

(2) In the event of further layoff, employees shall be laid off in inverse order of seniority, provided that the employees retained have the qualifications and relatively equal skills and ability to do the work without further training; however, if such layoff pursuant to seniority would deplete a particular classification below minimum requirements, then employees shall be laid off from the affected classifications in inverse order of seniority,

provided that the employees retained have the qualifications and relatively equal skills and ability to do the work without further training.

c. The City shall notify employees and the Association in writing at least ten (10) calendar days prior to any layoff.

d. No new employees shall be hired into a bargaining unit position until all employees on the recall list who are qualified to perform the necessary work have been recalled and given sufficient opportunity to return to work.

Section 6.5 Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the order of their seniority, provided they are qualified to perform the necessary work without further training, except that EMT-II employees who may have lost their certification shall be retrained at EMT-I compensation and at City expense, but once they become provisional paramedics they shall be paid at the EMT-II pay rate.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Association. An employee receiving notice of recall must notify the Fire Chief or his designee of his intention to return to work within three (3) business days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, 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. The City may require an employee to pass a departmental physical and/or medical examination before returning to work.

Section 6.6 Termination Of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee: (a) resigns; (b) is discharged for cause; (c) retires, or is retired pursuant to a legal mandatory retirement age; (d) is laid off and fails without just cause to report for work within five (5) calendar days of the time prescribed in the recall notice provided; (e) is laid off for a period in excess of two (2) years; (f) does not perform work for the City (except for military service or an established work-related injury or illness) for a period in excess of twenty-four (24) months. It is further, however, expressly provided that nothing herein shall be construed to diminish the right of any employee to return to active service pursuant to statutes relating to the Firefighters' Pension Fund - Municipalities 500,000 and under (40 ILCS 5/4 - 101, et seq.).

Section 6.7 Inactive EMT-II Status.

a. Any EMT-II certified employee (paramedic) may in writing, stating his reasons, request status as an inactive EMT-II employee. Such request shall be granted if, in the reasonable opinion of the Fire Chief, it would not be detrimental to the City and its citizens to grant the request.

b. During the period of inactive status, the employee shall be classified as an EMT-I and will receive pay according to the salary schedule for an EMT-I in said employee's rank or classification. If the employee is assigned to an ambulance, the employee may only work as an EMT-I and not as an EMT-II. If additional EMT-II certified employees are necessary, and after exploring reasonable possibilities to otherwise obtain sufficient additional EMT-II certified employees, the Fire Chief may insist that an EMT-II on inactive status re-obtain his active state certification as an EMT-II if that is reasonably determined to be in the best interests of the City.

c. An employee on inactive EMT-II status may request a return to active EMT-II status, in writing stating his reasons, and such request shall be granted if, in the reasonable opinion of the Fire Chief, it would not be detrimental to the City and its citizens to grant the request. Any such employee shall be considered the junior employee as an EMT-II in the Department, but in all other respects shall retain full seniority as an employee.

ARTICLE VII

DISCIPLINE, DISCHARGE AND INVESTIGATION

Section 7.1 Discipline. Post-probationary employees shall be disciplined and discharged only for just cause. As a general rule, the City will follow principles of progressive discipline where minor offenses are involved, but not where the offense is substantial and serious. If the City has reason to reprimand an employee, it will be done in a manner which will not intentionally embarrass the employee before other employees or the public. Where the City believes just cause exists to institute disciplinary action, it shall have the option to assess, among others, the penalties of oral reprimand, written reprimand, suspension or discharge. The City may discipline employees for off-duty conduct where such conduct adversely affects the employee's performance of his work duties or ability to function with others in the Department or adversely affects the Department's reputation or effectiveness in the community. A copy of all suspension and discharge notices shall be provided to the Association.

Section 7.2 Oral Warnings. Oral warnings recorded in an employee's personnel file, if not followed by any other just cause discipline within a twelve (12) month period, shall not be used after the twelve months to justify any subsequent disciplinary action except for a related offense. Non-meritorious disciplinary actions shall not be relied upon to justify any subsequent disciplinary action.

Section 7.3 Investigations. Except for discipline imposed contemporaneously with a serious offense, the City shall conduct a disciplinary investigation when it has reason to believe an employee has committed a serious offense which may result in suspension or termination of the employee. During such an investigation and prior to taking any disciplinary action, the City shall notify the employee of the possibility of discipline, shall offer to meet with the employee, and shall inform the employee of the reasons for the possible disciplinary action. The employee shall be informed, in writing, of the following:

(1) a general summary of the rules and regulations which may have been violated;

(2) a description of the alleged conduct giving rise to the possible discipline;

(3) the scope of the discipline under consideration and whether it may result in discipline of greater than a suspension of three (3) days;

(4) a summary of the employee's pertinent past discipline; and

(5) the names of all complainants and any information necessary for the employee meaningfully to respond; but only to the extent required by law.

The employee shall be entitled to a Union representative at all disciplinary investigations, meetings and interviews which the employee reasonably believes could result in discipline and shall be given the opportunity to rebut in writing the reasons for any proposed discipline within a reasonable time after the final review meeting. Once a decision to impose discipline has been made, the employee shall be given a statement of the charges and/or specifications against him and the discipline to be sought or imposed.

Section 7.4 Board of Fire and Police Commissioners' Authority. The Parties recognize that the Board of Fire and Police Commissioners of the City of Highland Park has certain authority over employees covered by this Agreement. Accordingly, if a disciplinary matter as to which a grievance has been filed is not resolved at Step 3 of the grievance procedure, the employee shall have the right to have the dispute heard before the Board of Fire

and Police Commissioners, if the dispute is resolvable within the powers of the Commission. The filing of a notice with the City by the Union to refer the grievance to arbitration, as described in Section 5.3, shall constitute notice of the employee's final, binding and exclusive election to waive any hearing before the Board of Fire and Police Commissioners. Conversely, the failure to file such notice shall constitute a waiver of the grievance appeal and constitute a final, binding and exclusive election by the employee to have the dispute heard by the Board of Fire and Police Commissioners, if the employee so desires.

In the event of any conflicts between this procedure and any City ordinances or Board of Fire and Police Commissioners' rules, the provisions of this Agreement shall take precedence.

The administration of discipline by the City in other respects shall be carried out as stated in this Article.

Section 7.5 Compliance With Statutory Requirements -- Review of Personnel Files. The City shall comply with the provisions of the Personnel Records Review Act (820 ILCS 40/1, et seq.), the Freedom of Information Act (5 ILCS 140/1, et seq.), the Firemen's Disciplinary Act (5 ILCS 745/1, et seq.), and the Public Safety Employees Benefit Act (820 ILCS 320/1 et seq.) though any failure or refusal to so comply shall not, of itself, be subject to the arbitration step of the grievance procedure.

Employees shall have the right to review the contents of their personnel files during normal City business hours when the employee is off duty, or with the written permission of the Fire Chief or his designee.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 Bulletin Boards and Union Charter. The City shall provide a bulletin board or bulletin board space in each fire station (dimensions of which shall be a minimum of 2'

x 3') for use by the Association for the posting of official Association notices of a non-political, non-inflammatory nature. Posting of Association notices shall be limited to such bulletin boards, and with permission of the Fire Chief such may be posted elsewhere. The City shall allow the Association to post both the IAFF and the AFFI Local #822 Charters in the dayroom of the Headquarters Fire Station.

Section 8.2 Duties. All employees shall be prompt in reporting to their assigned duties and shall faithfully perform their duties as assigned. The City shall not assign or add duties not reasonably related to fire suppression, rescue, prevention, extinguishment, and delivery of emergency medical services, training for the foregoing, the normal maintenance of equipment and customary house duties or those duties previously performed, without good cause shown based upon reasonable and sound economic and public policy reasons for doing so. Nothing herein shall limit assignments during emergency conditions or situations which threaten citizens' lives or property. Employees will not knowingly be required to perform duties which require specific training for which they have not been trained.

Section 8.3 Labor Management Committee. At the request of the Association (by its President or designee) or of the City (by the Fire Chief, the City Manager or designee), the parties shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations or grievance processing. Each party may have up to four additional persons attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three (3) calendar days prior to the date of the meeting. Such meetings may be held during working hours, provided they do not interfere with the operations of the Fire Department, as determined by the City.

Section 8.4 Joint Safety Committee. There shall be a seven-member Joint Safety Committee under the direction of the Fire Chief. Three (3) members shall be selected by the Association and three (3) by the Fire Chief. The Committee shall meet at least quarterly and additionally as mutually agreed. The Committee shall:

a. develop its own procedures for effective functioning, including the taking of minutes;

b. review and discuss matters pertaining to the safety of on-duty employees;

c. make recommendations to the Fire Chief on ways to encourage employees and City residents to comply with safety rules, regulations and procedures;

d. review and, to the extent possible, resolve employee safety complaints;

e. make recommendations to the Fire Chief concerning safety conditions, facilities, apparatus, protective equipment, protective and work clothing, procedures, safety rules, accident prevention and other safety matters; and

f. shall review accidents involving a Fire Department employee and recommend the need for any correctable action. Such accidents include, but are not limited to, vehicle accidents and all Fire Department employee injuries incurred within the scope of employment. Discipline shall follow the provisions of this Agreement.

Section 8.5 Safety Inspections. The City, under direction of the Fire Chief, shall cause reasonable periodic inspections to be made of equipment. Inspections shall also be made after all major repairs, and all vehicles in use shall display safety stickers as issued.

Section 8.6 Formal Training. So long as no changes in program content, control or funding occur, the City will continue to participate in the Illinois Fire Protection Training Act.

Section 8.7 Living Conditions. The City shall see that radios in the Fire Station are capable of having the mutual aid radio frequency (154.265) silenced without affecting the monitoring capabilities of the Highland Park Fire Department radio frequency and that the mutual aid alarm will be received by a tone-activated device, which tone is transmitted by the MABAS dispatcher when broadcasting the alarm. Additionally, the City shall supply, repair and

replace sufficient food service appliances, stoves and refrigerators, outdoor barbecue grills, cooking and eating utensils, one-half the cost of mutually agreed upon entertainment and training appliances (television, VCR), beds (including frame, mattress, box spring, sheets and pillow cases), and desks and chairs on an as-needed and timely basis as reasonably determined by the City. The City will further make available a locker for each employee for his personal belongings at his assigned station and, in addition, will make available three additional lockers for employees to use at each station. The City shall also maintain the Fire Department physical plant, i.e., all Fire Stations, on an as-needed and timely basis as reasonably determined by the City in its discretion, so long as such discretion is not exercised arbitrarily or capriciously.

Section 8.8 Mileage Allowance. Employees may use their personal automobiles in the course of performing duties for the City with prior approval by the Fire Chief or his designee and shall be paid at the then-current Internal Revenue Service designated mileage rate for such use.

ARTICLE IX

UNIFORMS AND EQUIPMENT

Section 9.1 General Issue. The City shall furnish at its expense all initial issue and new issue of dress and work uniforms, protective clothing, and equipment as it deems appropriate. Protective clothing shall meet National Fire Protection Association or other nationally recognized safety standards. The City shall consider recommendations of the Safety Committee when deciding what equipment is to be furnished. At a minimum, the City shall issue the following: one bunker coat, one pair bunker pants with suspenders, one pair bunker boots, one helmet with face shield, two fire resistant hoods, two pair fire resistant gloves, one pair safety glasses, ten work shirts with patch (employee's choice of combination of short- or long-sleeve), and employee's choice of one sweatshirt & ten work shirts, or two sweatshirts & eight work shirts, or three sweatshirts & six work shirts, ten pair work pants, one black belt, one

baseball cap with patch, one pair 3/4 length boots, one jacket with liner, one pair black boots and shoes that meet approved standards, one long-sleeved dress shirt with patch, one short-sleeved dress shirt with patch, one dress pant, one dress blouse with patch, one dress hat with hat badge, two lapel insignias (if applicable), one shirt badge, one tie and ten tee shirts.

Section 9.2 Replacement Items. The City shall replace uniforms, clothing and equipment as they become damaged or worn out provided the employee must turn in such items in order to receive a replacement. The City shall replace items destroyed in the performance of duty, and it shall also replace items lost or stolen when such loss or theft is not caused by employee negligence as determined by the Chief or his designee which determination shall not be unreasonable. Replacement shirts, sweatshirts, pants, and shoes for non-probationary employees will be new-issue (not previously issued to another employee). Previously-issued bunker gear may be re-issued at the Chief's or his designee's discretion provided the gear is serviceable and has not lost its integrity. Upon separation from service, all uniforms, clothing and equipment shall be returned to the City.

Section 9.3 Maintenance of Equipment. Employees shall maintain their equipment and uniforms in a serviceable and neat-appearing manner. Equipment or uniforms provided by the City which are damaged or soiled as a result of a special duty involvement shall, if necessary, be repaired or replaced at City expense. No portion of the uniform shall be worn off duty. The daily work clothes, or uniform of the day, shall be as prescribed by the Fire Chief or his designee.

ARTICLE X

PROMOTIONS

Section 10.1 General. Promotions to the rank of Fire Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotion Act, 50 ILCS 742, *et. seq.*

(hereinafter the "Act"). A copy of this Act is attached as "Appendix B" to this Agreement. Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act. The provisions of this Article and the Act shall supersede any provision with respect to Fire Department promotions contained in the Board of Fire and Police Commissioners' Rules and Regulations.

Section 10.2 Vacancies. This article applies to promotions to vacancies in the rank of Fire Lieutenant. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in the fire fighter rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period of up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 10.3 Eligibility. All promotions to lieutenant shall be made from employees in the fire fighter rank who have at least 5 (five) years of seniority in the Fire Department. Anniversaries of service which affect eligibility will be considered to occur on the date on which the written exam is given.

Section 10.4 Rating Factors and Weights. All examinations shall be impartial and shall relate to those matters that will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by each employee on the promotional examinations consisting of the following four (4) components, weighted as follows:

		% Weight If Assessment Center	% Weight No Assessment Center
1.	Objective Component	25	50
2.	Seniority	5	5
3.	Ascertained Merit	28	28
4.	Subjective Component	42	17

Section 10.5 Test Components.

1. Objective Component: The objective component shall consist of a written examination. The written exam shall be given in accordance with the Act. Written exams will be selected on a rotating basis from at least three (3) outside testing companies. Upon mutual agreement by both parties, the three (3) outside testing company requirement may be waived.

2. Seniority Points: Seniority points shall be awarded in the following manner.

5 years	1 Point
6-10 years	2 Points
11-15 years	3 Points
16-20 years	4 Points
21 + years	5 Points

3. Ascertained Merit: Points for Ascertained Merit shall be awarded in the following manner.

FFIII	2 Points
Management I	3 Points
Management II	3 Points
Tactics and Strategies I	3 Points
Instructor I	3 Points
Fire Prevention Principles I	3 Points
Advanced Degrees (a)	2 Points
Advanced Degrees (b)	2 Points
Fire Specific Degrees (c)	2 Points
Fire Officer I (Full FOI Certificate)	5 Points

Advanced Degrees (a) shall consist of Associates Degrees and higher.

Advanced Degrees (b) shall consist of Bachelor Degrees and higher {an applicant with a Bachelors Degree receives the two points for Advanced Degrees (a) plus two points for Advanced Degrees (b)}.

Fire Specific Degrees (c) shall consist of degrees (associates, bachelors or masters) in a fire-related discipline. Examples include, but are not limited to: Management, Fire Science, and Public Administration. Points awarded are in addition to those received for Advanced Degrees (a) and (b).

Candidates wishing to receive points under Ascertained Merit shall include copies of the appropriate diploma(s) and/or certificate(s) when submitting the application packet.

Any dispute resulting from the awarding of Ascertained Merit Points for Fire Specific Degrees (c) will be mutually resolved by the Labor Management Committee.

4. Subjective Component: All elements of the Subjective Component, and their relative weightings, shall be identified to all candidates prior to those elements' applications, shall be job-related, and shall be applied uniformly to all candidates. Additionally, the results of each such element shall be separately and privately reported to each candidate, with only total Subjective Component scores posted. If the employer chooses to utilize an Independent Assessment Center, then such Assessment Center shall be weighted at twenty-five percent (25%) of the final total score, the Assessment Center shall be considered to be part of the Subjective Component, and the Objective Component (written examination) shall be weighted at twenty-five percent (25%) of the final total score. If no Independent Assessment Center is utilized, this twenty-five percent (25%) shall be added to the Objective Component (written examination), which Objective Component shall then be weighted at fifty percent (50%) of the final total score.

Section 10.6 Scoring of Components. The written test shall be scored on a scale of 100 points. This component shall then be reduced by the weighting factor assigned to that component of the test. Similarly, the Independent Assessment Center and each of the other Subjective Component elements shall be scored on a total scale of 100 points. Each score shall then be reduced by the weighting factor assigned to that element. Seniority and Ascertained Merit Components shall be scored as described in Section 10.5. Scores of all components shall be added to produce a score, which shall be out of a total of 100 maximum points. Candidates shall then be placed on the list in the rank order based on the highest to the lowest points scored on all components of the test. The preliminary promotion list shall be composed of all candidates who obtain an overall score of at least sixty (60) points after all component scores are compiled. Whenever two (2) or more candidates receive the same score, priority shall be given to the person who has seniority. However, tie scores shall not prevent a candidate(s) from being placed on the preliminary or final promotional lists. A candidate on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final promotion list shall be composed of the top fifteen (15) candidates after the application of any veteran's preference points, however the application of veteran's preference points to any candidate's scores shall not be a reason to remove any other candidate(s) from the final promotion list if the other candidate(s) was (were) one of the top 15 candidates on the preliminary promotion list. Within 30 days, the final

adjusted promotion list shall then be posted at City Hall and each Fire Station, with copies provided to the Union and all candidates.

Section 10.7 Order of Selection. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority 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 promotional list. If the highest-ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest-ranking person on the list. Unless the reasons for passing over the highest-ranking person are not remediable, no person who is the highest-ranking person on the list at any time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution with the grievance procedure in Article V of this Agreement.

Section 10.8 Maintenance of Promotional Lists. Final eligibility lists shall be effective for a period of 2 years. The employer shall take all necessary steps to ensure that the Highland Park Fire Department maintains in effect current eligibility lists so that promotional vacancies are filled not later than 30 days after the occurrence of the vacancy.

Section 10.9 Right to Review. The Union or any affected employee who believes an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list or veteran's preference shall be entitled to have such

dispute resolved in accordance with the parties' grievance procedure contained in Article V. The standard of review to be applied by an arbitrator for such disputes shall be whether the City acted in an arbitrary and capricious manner.

ARTICLE XI

INSURANCE

Section 11.1 Coverage. The City shall provide to non-retired employees and their dependents the same group health and hospitalization insurance that is provided to other non-supervisory, non-managerial Highland Park City employees. The City reserves the right to change insurance carriers, to self-insure, or to continue or to discontinue participation in a health maintenance organization(s) as it deems appropriate provided that employees covered by this Agreement receive the same health insurance program available to other non-supervisory, non-managerial Highland Park City employees.

Section 11.2 Cost. Beginning May 1, 2008, or the date of initiation, whichever is later, the City will institute an employee premium contribution in accordance with the premium contribution schedule set forth in Appendix C. At no time will the percentages of premium costs paid by the employees covered by this Agreement exceed the percentages of premium costs paid by other non-supervisory, non-managerial Highland Park City employees for the same coverage and benefits. No employee covered by this Agreement shall be required to make retroactive premium contributions as a result of receiving a retroactive pay adjustment pursuant to Section 18.1.

Section 11.3 Cost Containment. The City reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of coverage and benefits remains substantially the same once the anticipated coverage and benefits changes for April 1, 2008; the employee contributions and annual increases starting May 1, 2008; and the

annual prescription co-pay increases scheduled through Fiscal Year 2009-2010 for cost-containment purposes are implemented. Such measures may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continued stay review, prohibition on weekend admissions except in emergency situations and mandatory outpatient elective surgery for certain designated surgical procedures.

Section 11.4 Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policies and shall not be subject to the grievance procedure set forth in this Agreement.

Section 11.5 Right To Maintain Coverage While On Unpaid Leave Or On Layoff. An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall, to the extent required by law, have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

ARTICLE XII

HOURS OF WORK AND OVERTIME

Section 12.1 Purpose. This Article is intended to, among other things, define the normal hours of work and provide the basis for the calculation and payment of overtime. The provisions of this Article shall not be construed as a guarantee of hours of work per day, per week, or work cycle, or of days of work per week, per month or per work cycle.

Section 12.2 Normal Work Day and Work Week. The normal work day and work week for employees assigned to 24-hour shifts shall be 24 hours and 15 minutes of work (one shift) commencing at 0800 hours and ending at 0815 the following day, followed by 47 hours

and 45 minutes off (two shifts). The normal work day and work week for employees assigned to 8-hour shifts shall be 40 hours based on five 8-hour shifts, Monday through Friday (0800 to 1700 hours, including one hour for lunch and two fifteen minute break periods).

Section 12.3 Normal Work Cycle. The normal work cycle for employees assigned to 24 hour shifts shall be 27 days. The normal work cycle for employees assigned to 8-hour shifts shall be 28 days.

Section 12.4 Meal Periods. Subject to emergency calls, 24-hour shift employees shall receive each workday, two breaks of 15 minutes each, and two meal periods of one hour each. Upon returning from an emergency call which has interrupted a meal period, employees shall be entitled to a full-uninterrupted meal period of one hour if the emergency call came in the first 30 minutes of their meal period. If the call came during the second 30 minutes of the meal period, employees shall be entitled to-the remainder of their one-hour meal period.

Section 12.5 Changes In Normal Work Day, Normal Work Week, or Normal Cycle. Should it be necessary in the interest of efficient operations to establish temporary or permanent schedules departing from the normal work day, normal work week or the normal work cycle, or to change the shift schedule of an employee or employees, the City will give, if practicable, at least 24 hours' advance notice of such change to all employees affected by such change.

It is provided, however, that absent emergency the City may not exercise its authority to change the basic 24-hour shift schedules or starting times for personnel assigned to fire suppression and emergency medical services without providing the Union at least thirty (30) calendar days' notice of such change and an opportunity to discuss the change with the City. The Union shall also have the opportunity to negotiate the impact of any such change, although the City may implement its change pending the outcome of such negotiations. It is further

provided that employees shall not be required to alter their normally scheduled hours of work without their consent in order to prevent such employees from being eligible for overtime pay. Further, if assigned to a different work shift or platoon, an employee shall have at least 48 hours off between shift assignments.

Section 12.6 House And Routine Duties. Non-emergency duties as set forth in Section 8.2 shall normally be performed between the hours of 0800 and 1700, including a reasonable number of night training drills per shift per year; except assignment of duties beyond those previously assigned on Saturdays, Sundays and Observed Holidays will not be made for purposes of harassment or retribution. Shopping shall be permitted using an in-service fire department vehicle during times when house and routine duties would otherwise be performed and at a time and in a manner designated by the supervisor in charge of the shift. Each employee shall remain on duty until the end of the shift or one hour earlier than the start of the next shift if relieved by an employee on the oncoming shift ("early relief"). If an acting officer is providing early relief for a regular officer, the shift commander shall decide if the relieving acting officer shall assume the officer duties on the off-going shift, or if those duties are to be assumed by another member of the off-going shift. At no time will an employee working out of classification receive acting pay due to an early relief situation.

Section 12.7 Hourly Rate Of Pay. For purposes of computing and determining an employee's hourly rate of pay under this Agreement for purposes of Overtime or Additional Pay for Holidays Worked (pursuant to Section 14.2), an employee's annual salary plus any longevity pay shall be added together and that sum shall be divided by 2,600 hours (50 hours per week) for 24-hour shift employees and divided by 2,080 for employees working 8-hour shifts.

Section 12.8 General Overtime.

a) For all work performed beyond their normally scheduled shift hours, or beyond normal duty trade hours, employees shall be paid time and one-half their hourly rate of pay for each such hours worked, except for recalls or hold-overs occurring on Sundays or observed holidays at which time employees shall be paid double time their hourly rate of pay for all such hours worked. For the purposes within this Article, observed holidays for 24-hour shift employees include New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. For the purposes within this Article, the observed holiday for 24-hour shift employees shall be on the actual holiday, even if such falls on a Saturday or Sunday. Observed holidays for 8-hour shift employees shall be as designated in Section 13.1 of this Agreement. Overtime shall be rounded to the nearest quarter hour and paid in 15-minute increments. Any employee recalled back to duty shall receive a minimum of two hours pay from the time of the call-back at the applicable overtime rate and shall perform appropriate duties as assigned, provided however, that this sentence shall not apply if the employee does not report to duty within the first hour.

b) If a recalled employee who is subject to the two-hour minimum is released from duty, and is subsequently recalled for a second time within two hours of the initial recall, then the second recall shall be considered to be an extension of the initial recall, and the employee shall be paid accordingly (i.e. a second 2-hour minimum is not initiated by a recall within two hours of the initial recall).

Section 12.9 FLSA Overtime. Except as otherwise provided in Section 12.8, employees assigned to 24-hour shifts shall be compensated at time and one-half the employee's hourly rate of pay for all hours worked in excess of 204 hours in the employee's normal 27-day

work period. Such overtime pay shall be received in 15-minute segments. Employees assigned to 8-hour shifts will be paid one and one-half times their hourly rate of pay for all hours worked in excess of 40 hours in their normal 7-day work period. For purposes of this paragraph, time worked shall not include any uncompensated periods of time, or time which is compensated but not worked under the leaves of absence portion of this Agreement, including but not limited to sick leave, vacation, holiday and funeral leave provisions, nor shall hours of work include meal and sleep time to the extent permitted under the Fair Labor Standards Act.

Section 12.10 Unexpected Manpower Shortage. When an unexpected manpower shortage arises after the start of a shift which the Fire Chief determines shall be filled, it shall be filled by the Fire Chief or his designee if reasonably possible from those employees of the same classification or rank as the employee whose absence caused the shortage. If an Acting Lieutenant causes the shortage, he shall, if reasonably possible, be replaced by a Lieutenant.

Section 12.11 Overtime Distribution - Holdover Or Pre-Determined Hireback.

a. For a holdover or pre-determined hireback, overtime shall be distributed by means of 3 rosters on each shift: one for primary firefighter, one for secondary firefighter, and one for lieutenant. For each day the shift is on-duty, a different employee will be scheduled on each roster. The employees' names will rotate through the days in seniority order on the primary roster, reverse-seniority order on the secondary roster, and in seniority order on the lieutenant roster. Once at the end of the seniority or reverse-seniority order (as applicable), the rotation will start over from the beginning on the following shift day. Probationary employees shall not be placed on any overtime list until all of the following minimum qualifications are satisfied:

- Illinois Firefighter II Certification or its equivalent certification
- Completion of the Hazardous Materials Awareness class
- Hazardous Materials — Operations Certification

- Successful completion of the Department's 6-month personal evaluation exam
- Approval to drive apparatus by the Department's driver trainer
- Approval by the employee's Battalion Chief, which approval shall not unreasonably be withheld.

(1) Firefighter Causes the Shortage.

A. When there is a shortage on the oncoming shift known at or prior to the beginning of the shift, and such shortage is caused by a firefighter, overtime shall be assigned to the off-going employee scheduled for overtime on the primary firefighter roster.

B. If the employee on the primary firefighter roster is not on-duty, or is already assigned to work, or cannot be assigned pursuant to Subsection 12.11d., then the overtime shall be assigned to the off-going employee scheduled for overtime on the secondary firefighter roster.

C. If there is an additional shortage on the oncoming shift known at or prior to the beginning of the shift, and the shortage is in the firefighter rank, and the firefighters on both the primary and secondary firefighter rosters are already assigned to work or are not on-duty, or cannot be assigned pursuant to Subsection 12.11d., then the overtime shall be assigned to the senior employee on the firefighter rosters who volunteers. If there are no volunteers, the least senior employee on the firefighter rosters shall be required to work the overtime or obtain a replacement within the firefighter rank.

(2) Lieutenant or Acting Lieutenant Causes the Shortage. When there is a shortage on the oncoming shift known at or prior to the beginning of the shift, and such shortage is caused by a lieutenant or acting lieutenant, overtime shall be assigned to the off-going employee scheduled for overtime on the lieutenant roster, unless that lieutenant is not on-duty or is already assigned to work, or cannot be assigned pursuant to Subsection 12.11d., in which case

the overtime shall be assigned to the senior employee on the lieutenant roster who volunteers. If there are no volunteers, the least senior employee on the lieutenant roster shall be required to work the overtime or obtain a replacement within the lieutenant rank. If there are no off-going lieutenants who are not already assigned, then an employee from the firefighter rosters, primary firefighter first, then the secondary firefighter, shall be assigned the overtime pursuant to Subsection 12.11a.(1), and an employee from the oncoming shift shall be assigned as acting lieutenant pursuant to Section 18.3(b) of this Agreement.

b. The employee assigned overtime shall work the overtime or obtain a replacement of the same rank.

c. An employee who has been assigned overtime and who has acquired a replacement to work the overtime shall not be required to work any other overtime that may arise on the oncoming shift.

d. In all cases, if the employee to be assigned overtime is an EMT-I, and assigning such employee will cause the number of on-duty EMT-II's to fall below the level designated by Fire Department policy, then that employee shall not be assigned, and a replacement employee shall be assigned the overtime pursuant to this Section 12.11.

e. Overtime rosters for each month shall be distributed to the employees no later than the twenty-second (22nd) calendar day of the preceding month.

Section 12.12 Overtime Roster Trades And Exchanges. Employees, upon five calendar days' notice and upon approval of the officer in charge which approval shall not unreasonably be withheld, shall be permitted to trade or exchange positions on the overtime roster with other employees of the same classification or rank.

Section 12.13 Regular Duty Trades. Regular duty trades and exchanges shall be permitted within the same rank when a voluntary request is submitted on an appropriate form and approved by the Fire Chief or his designee, which approval shall not unreasonably be withheld. Probationary firefighters shall not be allowed to work a trade until they have reached the milestones necessary for probationary employees to be placed on an overtime list, as delineated in Section 12.11(a). A probationary employee who does not yet meet the requirements to work a trade will still be allowed to have another employee work a trade for him/her (receive a trade), however such trade may not be paid back until the probationary employee meets the stated requirements. For trades within the Firefighter rank, only one Firefighter-EMT I may be scheduled to work a trade for a Firefighter-EMT II at any given time. Once a Firefighter-EMT I is scheduled to work a trade for a Firefighter-EMT II, then any subsequently-scheduled trades for the same time period must be within rank and classification. Trade and exchange requests shall be submitted and approved on or before 10:00 p.m. on the calendar day prior to the shift of the requested change or trade. Each employee may be granted unlimited trades or exchanges of full or partial duty shifts. Scheduled trades may be canceled up to 7:30 a.m., prior to the start of the affected shift. All trades and exchanges must be paid back no later than twelve (12) months from the date of the original trade or exchange. Failure to pay back time owed within the specified period without a valid reason shall cause the loss of future trade and exchange rights and may subject the employee to additional discipline, as well.

Section 12.14 Work Reduction Days. The City shall provide each employee regularly scheduled to work 24 hour shifts with six (6) twenty-four (24) work reduction days off per year without loss of pay. Such work reduction days shall be scheduled in the same manner as and in conjunction with vacations and holidays under Sections 15.3 and 15.4 of this Agreement, but if

such work reduction days are not properly taken off within the appropriate calendar year, they shall be lost without any accrual.

Work Reduction Days shall be accrued by period of employment pro rata, with a 24-hour Work Reduction Day being accrued for each employee on the payroll as of each of the following dates:

February 1st

April 1st

June 1st

August 1st

October 1st

December 1st

Section 12.15 No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision(s) of this Article or Agreement.

ARTICLE XIII

HOLIDAYS FOR PERSONNEL ASSIGNED TO 8-HOUR SHIFTS

Section 13.1 Designation of Observed Holidays. The following days shall be designated as observed holidays without loss of pay for employees who are assigned to work 8 hours per day, 40 hours per week:

New Year's Day
Martin Luther King Day
President's Day (for purposes of this paragraph, either Lincoln's Birthday or Washington's Birthday will be the holiday at the option of the employee with the prior approval of the department head in order that the department may continue to function on both days)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day

Friday after Thanksgiving Day
Christmas Day

If the day on which one of the foregoing holidays is observed falls on a Sunday, the following Monday shall be observed as the holiday. If the holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

Section 13.2 Eligibility Requirements. In order for an 8-hour employee to be eligible for holiday pay, the employee must work his full regularly scheduled working day immediately preceding and immediately following the holiday unless on approved leave or other excused absence pursuant to this Agreement, except if the absence is because of sickness then proof thereof must be established to the reasonable satisfaction of the Fire Chief.

Section 13.3 Pay For Holiday Work. If an employee who works an 8-hour shift works on a recognized holiday, or on an alternate day mutually selected by the employee and the Fire Chief in lieu of the holiday, the employee shall receive eight (8) hours' holiday pay and, in addition, shall be paid double time the employee's hourly rate of pay for all hours worked on the holiday or alternate day.

ARTICLE XIV

HOLIDAYS FOR PERSONNEL ASSIGNED TO 24-HOUR SHIFTS

Section 14.1 Time-Off Granted. Employees assigned to 24-hour shifts shall receive five (5) 24-hour floating holidays which shall be available to the employee during the calendar year in which they are earned. Floating holidays shall be selected in conjunction with vacation days and work reduction days and shall be lost if not taken in the calendar year in which earned, unless the employee is on an excused duty-related injury or illness leave, in which case the employee is entitled to the day upon return; provided, that if an employee does not take a floating holiday in the calendar year in which earned because of a non-duty related illness or injury, the

employee shall not be charged with loss of sick time for such day. In order to be eligible to receive pay for any of the five scheduled days off, the employee must work his full regularly scheduled 24-hour shifts before and after the scheduled day off unless on approved leave or other excused absence pursuant to this Agreement, except if the absence is because of sickness then proof thereof must be established to the reasonable satisfaction of the Fire Chief.

Holidays shall be accrued by period of employment pro rata, with a 24-hour Holiday being accrued for each employee on the payroll as of each of the following pay periods:

1st pay period in February

2nd pay period in April

1st pay period in July

2nd pay period in September

1st pay period in December

Section 14.2 Additional Pay for Holidays Worked. Effective May 1, 2001, 24-Hour shift employees who are on-duty on New Year's Day, July 4th, Thanksgiving Day, and Christmas Day and who are not already receiving overtime for working on such day shall receive pay in addition to their regular pay for each hour worked between the hours of 8:00 a.m. and 12:00 midnight on such day according to the following formula:

(Employee's Annual salary + longevity) ÷ 2,600 hours x .5

ARTICLE XV

VACATIONS

Section 15.1 Vacation Accrual. An employee shall accrue paid vacation commencing with his date of employment and such shall be posted to the employee's account on a bi-weekly basis. The amount of each bi-weekly posting shall be determined by dividing the vacation days to which the employee will be entitled upon his anniversary by 26. No employee shall

accumulate vacation credit during any layoff, suspension for just cause, or unpaid leave of absence.

Accrued vacation time shall be drawn upon in the event an employee is ill and has used all of his accumulated sick leave.

Section 15.2 Time Granted. Employees shall be entitled to paid vacation as follows:

Years of Continuous Employment	Amount of Vacation	
	8-hour shift days	24-hour shift days
a) After 1 year through 5 years	10	5
b) After 5 years through 12 years	15	7
c) After 12 years through 22 years	20	10
d) After 22 years through 23 years	21	10.5
e) After 23 years through 24 years	22	11
f) After 24 years through 25 years	23	11.5
g) After 25 years through 26 years	24	12
h) After 26 years and over	25	12.5

Accrued vacation time posted to an employee's account prior to January 1 of a calendar year shall be available to be taken commencing January 1 of each calendar year in full shift-day segments.

Section 15.3 Vacation And Holiday Selection. The vacation/holiday work reduction selection process shall begin on September 15 of the calendar year previous to the year for which vacation, holiday and work reduction time is being selected. An employee who begins working on a 24-hour shift after September 15 shall select such leave to which he is entitled from the open days on the schedule. Any 24-hour shift employee desiring to bank vacation time for the purposes of taking a paid vacation in future years may request approval to do so up to a maximum of 348 hours; approval from the Fire Chief must be requested in writing prior to the employee's second selection of vacation, holiday and work reduction time. Such banked vacation time, up to a maximum of 348 hours as of December 31 of any year, shall remain in the

employee's account and may be utilized in subsequent years with the Fire Chiefs approval, which shall not unreasonably be withheld. Eight hour employees may bank vacation time to a maximum of 240 hours as of December 31 of any year. The total amount of accrued vacation time that will be in the employee's account at the beginning of the calendar year shall be combined with the holiday and work reduction time due in that calendar year to determine the total number of days such employee may select for that year.

If an employee is transferred from an 8-hour shift to a 24-hour shift, the employee's accumulated vacation hours at the effective date of transfer shall be one and one-half (1.5) times the number of accumulated vacation hours the employee had just prior to the effective date of the transfer; except for employees in the category after 5 through 12 years of employment, it shall be 1.4 times the number of such accumulated vacation hours. If an employee is transferred from a 24-hour shift to an 8-hour shift, the employee's accumulated vacation hours at the effective date of transfer shall be two-thirds (2/3) of the number of accumulated vacation hours the employee had just prior to the effective date of the transfer; except for employees in the category after 5 through 12 years of employment, it shall be .7143 times the number of such accumulated vacation hours.

After the completion of paid time off selection, employees may trade previously scheduled paid time off slots. These trades must include both dates affected and must be completed within the same calendar year. Trades shall exclude Holidays as set forth in Section 13.1 of this Agreement. Trade requests shall be submitted and approved on or before 10:00 p.m. on the calendar day prior to the shift of the requested trade. Scheduled trades may be cancelled up to 7:30 a.m. prior to the start of the affected shift.

Section 15.4 Days Which May Be Selected.

(a) Any day in a calendar year may be selected, except that an employee may not select the same day which three employees, or two employees and a Battalion Chief, have selected and once three employees or two employees and a Battalion Chief have selected a day, such day is "closed" and may not be selected for vacation, holidays or work reduction days by any other employee or Battalion Chief. Vacations/holidays and work reduction days shall be selected by each employee and each Battalion Chief in two rounds of selection on a seniority basis per shift. In round one, an employee (or Battalion Chief) may select any number of his vacation days/holidays/work reduction days in one pick, provided that any selection of more than one day shall be for consecutive shift days. Once an employee (or Battalion Chief) has made a selection, the selection pick is advanced to the next senior employee (or Battalion Chief), and so on until all employees have made their selections. In round two, each employee and Battalion Chief may select all of his remaining vacation, holidays and work reduction days as desired throughout the calendar year without being subject to the consecutive day restriction. Once an employee or Battalion Chief has received notice that it is his turn to select days, he shall make such selection before 2200 hours on his duty shift day following such notice, or else he shall forfeit his selection for that round. If failure to timely select days occurs in the second round of picks, the employee or Battalion Chief involved shall not select his days until all other employees and Battalion Chief(s) on the shift have selected. It is provided, however, that if there are more days to be selected than slots available in accordance with the foregoing procedure, then to the extent necessary as determined by the Fire Chief, more than three employees (or two employees and a Battalion Chief) may, on a seniority basis by shift, select the same day off.

The Fire Chief may assign holiday, vacation and work reduction days off in situations where an employee does not select such days off or for other good cause shown, which shall not include avoidance of overtime or out of classification pay. The last days taken in a calendar year shall be considered holidays and work reduction days, and an employee terminating before year end will be required to reimburse holidays or work reduction days taken, but not earned, on a pro rata basis. It is further provided that 24-hour shift employees may withhold up to four (4) vacation days from the selection process (which begins September 15), and utilize them as floating vacation days which shall be granted upon advance written notice to, and with permission of, the shift commander or pursuant to the rules specified in paragraph (b) of this Section 15.4, which permission shall not unreasonably be denied. The maximum number of floating vacation days that may be carried over to future years is two (2), any additional hours will be forfeited if not used by the end of the calendar year.

(b) On duty days when there are less than three shift personnel (three employees or two employees and a Battalion Chief) off shift for vacations, holidays, work reduction days, non-use of sick days, personal days, incentive hours, or fitness bonus hours, an employee may call the shift commander up to one (1) hour prior to the start of the employee's shift for approval of scheduled time off (i.e. floating vacation days, non-use of sick days, personal days, incentive hours, and fitness bonus hours) which approval shall be given in the order received until there are three shift personnel off.

If an employee assigned to light duty pursuant to Section 17.7 of this Agreement has leave scheduled from his shift for a day on which he is assigned to light duty, which leave was scheduled prior to the light duty assignment, then that employee shall not be considered one of the three personnel off for purposes of scheduling leave pursuant to the previous paragraph.

This light duty employee shall, however, be considered to be the fourth employee off on that shift day, and no more than three other employees shall be permitted leave for that same shift pursuant to Section 15.7(b) of this Agreement.

In the event a shift employee is transferred to another shift, the employee shall have the option of retaining the previously scheduled vacation or other previously scheduled time off or selecting alternate day(s) where less than three employees are scheduled off, as specified in the first sentence of Section 15.4(a), above; except if the employee requests the transfer, the employee may be required to change a previously scheduled day off and select another day where less than three employees are scheduled off, as specified in the first sentence of Section 15.4(a), above.

Section 15.5 Pay For Vacation, Holidays, Personal Days And Work Reduction Days. Except as otherwise provided in this Agreement, employees shall continue to receive their normal bi-weekly pay for periods which include time off for vacations, floating holidays, personal days and work reduction days.

Section 15.6 Vacation Accrual While On Sick Or Injury Leave. Employees on duty-related illness or injury leave may accrue vacation leave to a maximum of 384 hours (256 hours for 8-hour shift employees) if the employee has accrued his maximum vacation accrual of 348 hours (240 hours for 8-hour shift employees) and is sick or injured at such a time that he cannot take his vacation within that calendar year. An employee accruing hours beyond 348 (240 hours for 8-hour shift employees) as provided in this section must utilize such hours within the first two months following return to work, provided the time is available to be taken, or they will be lost.

Section 15.7(a) Personal Days. All eight-hour per day employees shall receive three (3) eight-hour personal days per calendar year and all 24-hour shift employees shall receive one (1) 24-hour personal day per calendar year, which shall be granted upon advanced written notice to, and with permission of, the shift commander or pursuant to the rules specified in Section 15.4(b), which permission shall not unreasonably be denied. Eight-hour employees are allowed to carry one (1) personal day at year end into the next calendar year, however, all of the carried-over day must be utilized by May 1 of the year into which the day was carried, or it will be forfeited. 24-hour employees are allowed to carry up to one (1) personal day at year end into the next calendar year, however, all of the carried-over day must be utilized by May 1 of the year into which the day was carried, or it will be forfeited. Commencing each January 1, for eight-hour employees, one personal day is earned upon completion of the first two (2) months of each four (4) month period, and for 24-hour shift employees, eight (8) personal hours are earned upon completion of the first two (2) months of each four (4) month period (i.e., eight-hour employees earn one (1) personal day and 24-hour employees earn eight (8) personal hours as of March 1, July 1, and November 1 each calendar year). Personal days are accumulated throughout the year. However, employees may take personal time in two (2) hour increments. A person who terminates employment will be required to reimburse the City for advance personal hours taken but not earned. A person who terminates and who has earned, but not taken, personal time shall be paid for such time, unless it has been forfeited as provided above.

Section 15.7(b) Additional Utilization of Certain Leave Time. Notwithstanding anything herein to the contrary, for purposes of utilizing personal days, non-use of sick leave, floating vacation days, incentive hours, and fitness bonus hours, 24-hour shift employees may call in between 7:00 a.m. and 8:00 a.m. to request such leave from the shift commander for the

upcoming shift. Such leave shall be granted if it does not, at the time of the call, cause more than 4 shift employees to be off that day on any leave (scheduled or unscheduled). Except, however, if a 4th shift employee has already been off-shift on extended injury or illness leave (i.e. such leave which has extended for longer than 45 days), it shall not count for purposes of denying the leave request and the requested leave shall be allowed. It is further provided that if more than one shift employee is off on extended injury or illness leave, the requested leave may be denied if it causes more than 4 shift employees to be off that day, including employees off on extended sick leave beyond one such employee.

Section 15.7(c) Utilization of Leave after the Start of the Shift. Following the start of any shift, 24-hour shift employees may contact the shift commander to request use of personal days, non-use of sick leave, incentive hours, and fitness bonus hours during that same shift. Leave must be requested in the minimum increments as allowed for the type of leave requested. Such request will not unreasonably be denied, however approval for such leave must be requested and received one hour prior to the starting time of the leave, and such leave may be approved provided that there are less than four shift personnel (four employees or three employees and a Battalion Chief) off-shift for any leave (scheduled or unscheduled).

Section 15.7(d) Emergency Leave. If, during a shift, an employee must leave due to an emergency at home other than illness (which is covered in Article XVI), or if such emergency occurs prior to the start of the shift, he/she may request emergency leave use from the shift commander, which request will not be unreasonably denied. Emergency leave shall be taken in 2-hour increments. If emergency leave is granted, the City shall designate whether such time used is deducted from the employee's accrued personal time, non-sick use time, incentive hours, or fitness bonus hours. If there are no hours left in any of these leave banks, then hours may be

deducted from future accruals. If less than the minimum required increment for any type of leave used is taken (minimum increments are 4 hours for personal time and non-sick use, and 6 hours for fitness bonus hours), thus creating a balance that cannot be divided into allowed increments, then that portion of the remaining balance that is less than an allowed increment must be taken by adding it onto the regular, incremental use of the scheduled leave in the future.

Section 15.8 Pay Upon Separation. Upon separation from employment, 24-hour shift employees shall receive pay for all accrued but unused vacation to a maximum of fourteen (14) days, plus all accrued but unused holiday, vacation, work reduction, incentive hours, and personal days; and 8-hour employees shall receive pay for all accrued but unused vacation to a maximum of thirty (30) days, plus all accrued but unused holiday, vacation, work reduction, incentive hours, and personal days. If, upon separation from employment, leave already taken exceeds the amount accrued up to that time, then the employee shall pay back the amount in excess. In the event of death, payment shall be made to the employee's designated beneficiary. Employees with less than twelve (12) months of continuous service at termination shall not receive any vacation pay. Except as provided herein, there shall be no salary payment made in lieu of vacation.

ARTICLE XVI

SICK LEAVE

Section 16.1 Sick Leave Plans. Sick leave for each employee shall be pursuant to one of two plans, Plan A or Plan B, as described below. Prior to Pay Period #26 of Calendar Year 2005, employees shall remain in Plan A. Effective starting with Pay Period #26 of Calendar Year 2005, current employees may choose in which plan they will participate. Future employees hired from the Highland Park Fire Department eligibility list created in 2005 shall also have the option to choose in which plan they will participate. Once an employee elects to switch from Plan A to

Plan B, such election is irrevocable and the employee may not switch back to Plan A. Future employees hired on any eligibility list created after 2005 must participate in Plan B.

Section 16.2 Sick Leave Plan A.

(a) Sick Leave Accrual. Each employee assigned to a 24-hour shift shall accumulate paid sick leave at the rate of 12 hours for each month of service and each employee assigned to an 8-hour shift shall accumulate paid sick leave at the rate of 8 hours for each month of service. Any such sick leave accumulated but unused in any year may be used in succeeding years. Employees beginning employment from the 1st through the 15th day of the month will be credited with 12 or 8 hours of sick leave, whichever is appropriate depending on their shift assignment, for that month of service. Employees beginning the 16th through the end of the month will be credited with 6 or 4 hours of sick leave, whichever is appropriate depending on their shift assignment, for that month of service but must wait until the following month to be eligible for sick leave pay. If an employee is transferred from an 8-hour shift to a 24-hour shift, the employee's accumulated sick leave hours at the effective date of transfer shall be one and one-half times the number of accumulated sick leave hours the employee had just prior to the effective date of the transfer. If an employee is transferred from a 24-hour shift to an 8-hour shift, the employee's accumulated sick leave hours at the effective date of transfer shall be point six six six seven (.6667) of the number of accumulated sick leave hours the employee had just prior to the effective date of the transfer. No sick leave shall be accumulated during any lay off, suspension for just cause, or unpaid leave of absence.

(b) Sick Leave Usage. Employees may use sick leave without loss of pay for the following reasons:

(1) Personal illness or injury;

(2) Medical or dental appointments (Whenever possible, appointments should be scheduled during non-work hours);

(3) Enforced quarantine of the employee;

(4) Sickness or injury in the immediate family*; and

(5) Whenever bereavement leave, as defined in Section 17.8, has been exhausted.

**For purposes of sick leave utilization, "immediate family" includes an employee's spouse, child, step-child, parent, step-parent, brother, sister, father-in-law, mother-in-law, grandchild, grandparent, legal ward and any relative living in the employee's home.*

Accrued personal days, non-use of sick leave, wellness leave, vacation, holidays, and work reduction days shall be drawn upon in the event an employee is ill and has exhausted all of his sick leave hours.

(c) Charge For Sick Leave. For each full sick leave duty day used an employee on 24-hour shift assignment shall be charged with 24 hours against the employee's sick leave accumulation account and an employee on 8-hour shift assignment shall be charged with 8 hours against such account. Portions of a duty day used for sick leave will be charged on a pro rata basis in minimum one-hour increments.

(d) Non-Use Of Sick Leave. Effective January 1, 1989, for non-use of sick leave in the first 6 months of a calendar year an employee shall receive one-half duty day (12 hours or 4 hours) personal paid time off and for non-use of sick leave in the second six months of a calendar year an employee shall receive one-half duty day (12 hours or 4 hours) personal paid time off; an employee may request, pay at his hourly rate of pay in lieu of time off, which request may be granted at the option of the employer.

(e) Sick Leave Buyback Upon Termination. Upon termination of employment, an employee having a minimum of five (5) years of employment who has accumulated unused sick leave working an 8-hour shift schedule shall be paid an amount equal

to one-half his/her pay for each unused hour of sick leave accumulated according to the following formula:

$$\frac{\text{Annual Salary}}{2{,}080} \times 50\% \times \text{hours accumulated}$$

Upon termination of employment, an employee having a minimum of five (5) years of employment who has accumulated unused sick leave working a 24-hour schedule shall be paid an amount equal to one-half his/her pay for each unused hour of sick leave accumulated according to the following formula:

$$\frac{\text{Annual Salary}}{2{,}080} \times 96 / 144 \times 50\% \times \text{hours accumulated}$$

The employee may choose to place all or part of this payout upon termination into a PEHP/RHS Plan account, pursuant to the plan's rules. In the event of death, payment shall be made to the employee's designated beneficiary.

Section 16.3 Sick Leave Plan B.

(a) As of the last pay period in each calendar year, each employee assigned to a 24-hour shift shall be credited with one hundred forty-four (144) hours—or six (6) shifts—of paid sick leave, and each employee assigned to an 8-hour shift shall be credited with ninety-six (96) hours—or twelve (12) days—of paid sick leave. Newly hired employees shall also be credited with a pro-rated amount of the one hundred forty four (144) or ninety-six (96) hour allotment, depending on the date of hire. Employees beginning employment from the 1st through the 15th day of the month will be credited with 12 or 8 hours of sick leave, whichever is appropriate depending on their shift assignment, for that month of service. Employees beginning the 16th through the end of the month will be credited with 6 or 4 hours of sick leave, whichever is appropriate depending on their shift assignment, for that month of service but must wait until

the following month to be eligible for sick leave pay. If an employee is transferred from an 8-hour shift to a 24-hour shift, the employee's accumulated sick leave hours at the effective date of transfer (including those in the HP 21-C and HP 20-D accounts, as described below) shall be one and one-half times the number of accumulated sick leave hours the employee had just prior to the effective date of the transfer. If an employee is transferred from a 24-hour shift to an 8-hour shift, the employee's accumulated sick leave hours at the effective date of transfer shall be point six six six seven (.6667) of the number of accumulated sick leave hours the employee had just prior to the effective date of the transfer. No sick leave shall be accumulated during any lay off, suspension for just cause, or unpaid leave of absence.

(b) Sick Leave Usage. Sick leave with pay may be authorized for the following purposes only:

(1) Personal illness or injury;

(2) Medical or dental appointments (Whenever possible, appointments should be scheduled during non-work hours);

(3) Enforced quarantine of the employee;

(4) Sickness or injury in the immediate family*; and

(5) Whenever bereavement leave, as defined in Section 17.8, has been exhausted.

**For purposes of sick leave utilization, "immediate family" includes an employee's spouse, child, step-child, parent, step-parent, brother, sister, father-in-law, mother-in-law, grandchild, grandparent, legal ward and any relative living in the employee's home.*

(c) Charge For Sick Leave. For each full sick leave duty day used, an employee on 24-hour shift assignment shall be charged with 24 hours against the employee's current sick leave accumulation account and an employee on 8-hour shift assignment shall be charged with 8 hours against such account. Portions of a duty day used for sick leave will be charged on a pro rata basis in minimum one-hour increments. If an employee has exhausted all

of his/her current sick leave allotment and the employee remains on sick leave, then accrued hours in the HP 21-C bank shall be used. If an employee has exhausted all of his/her accrued HP 21-C hours and the employee remains on sick leave, then accrued hours in the HP 20-D bank shall be used. Accrued personal days, non-use of sick leave, wellness leave, incentive days, vacation, holidays, and work reduction days shall be drawn upon in the event an employee is ill and has exhausted all of his/her current, HP 21-C, and HP 20-D sick leave hours.

(d) Non-Use Of Sick Leave. Prior to January 1, 2006, for non-use of sick leave in the first 6 months of a calendar year an employee shall receive one-half duty day (12 hours or 4 hours) personal paid time off and for non-use of sick leave in the second six months of a calendar year an employee shall receive one-half duty day (12 hours or 4 hours) personal paid time off; an employee may request pay at his hourly rate of pay in lieu of time off, which request may be granted at the option of the employer. Effective January 1, 2006, Non-Use of Sick Leave hours shall no longer be earned for employees on Sick Leave Plan B. Hours accumulated as of January 1, 2006 shall remain accrued, and may be used as provided elsewhere in this Agreement.

(e) Sick Leave Incentive Program. Prior to the last payperiod in each calendar year, unused sick leave (SL) hours are converted into bank eligible hours (BE) and credit hours (CR) for the next calendar year.

1. **Bank eligible hours** are defined as those hours that can, at the employee's discretion, be placed into the catastrophic sick leave bank named HP 21-C. Hours put into the HP 21-C catastrophic bank can only be used for sick leave circumstances as outlined in Section 16.3 (b), above. There is no maximum on the hours that can be accrued in HP 21-C. HP 21-C hours will not be paid out upon separation from employment.

2. **Credit hours** are defined as those hours that can be used toward time off (maximum of 24 hours time-off for 8-hour shift employees or 36 hours time-off for 24-hour shift employees, called "Incentive Hours") and/or converted to cash (pre-tax dollars at the City-wide employee average hourly rate, converted by a factor of 96/144 for 24-hour shift employees) and deposited into a Section 125 Flexible Spending Program (see Section 19.8) and/or a Deferred Compensation program and/or any PEHP or RHS program that will be established. Credit hours are calculated on a graduated scale that corresponds to the number of sick leave hours used during the sick leave year (last pay period in the calendar year through the following second-to-last pay period). Credit hours must be used or accounted for by the end of the calendar year for which the hours were converted. Credit hours cannot be carried over from year to year and any unallocated or unaccounted for credit hours will be forfeited. Upon termination, any credit hours that were converted to paid time off but not taken will be paid out with the final paycheck at the average hourly rate established for Credit Hours.

The following table illustrates the conversion for bank eligible and credit hours for 8-hour shift employees:

***Sick Leave Hours Used During Year Ending with 2nd to Last Pay period**	****Bank Eligible Hours**	*****Credit Hours**
0	96	48
1-8	88-95	40
9-16	80-87	32
17-24	72-79	24
25-32	64-71	16
33-40	56-63	8
41-48	48-55	0
49-56	40-47	0
57-64	32-39	0
65-72	24-31	0
73-80	16-23	0
81-88	8-15	0
89-96	0-7	0

The following table illustrates the conversion for bank eligible and credit hours for 24-hour shift employees:

*Sick Leave Hours Used During Year Ending with 2nd to Last Payperiod	**Bank Eligible Hours	***Credit Hours
0	144	72
1-24	120-143	48
25-48	96-119	24
49-72	72-95	0
73-96	48-71	0
97-120	24-47	0
121-144	0-23	0

**Sick Leave Hours Used = Number of sick leave hours used during the year ending with the second-to-last pay period of the calendar year*

***Bank Eligible Hours = Number of hours that can be added to the HP 21-C bank in the immediately following calendar year*

****Credit Hours = Number of hours that can be converted to additional time-off and/or cash for deposit in a Section 125 account or a Deferred Compensation Account or a PEHP/RHS Account*

HP 21-C Catastrophic Sick Leave Bank Hours:

- Are only available for sick leave circumstances;
- Are banked as indicated by the employee;
- Have no maximum accumulation;
- Are not paid out upon separation.

Credit Hours:

- May be used for time-off (maximum 24 hours for 8-hour shift employees and 36 hours for 24-hour shift employees), called "Incentive Hours," in minimum twelve (12) hour increments for 24-hour shift employees and four (4) hour increments for 8-hour shift employees;
- May be converted to cash (pre-tax dollars, City-wide average, factored for 24-hour shift employees if applicable) and deposited in a lump sum into a Section 125 Flexible Spending Program and/or a Deferred Compensation Program and/or any PEHP or RHS program that will be established;
- May be utilized as a combination of time off (maximum 24 hours for 8-hour shift employees and 36 hours for 24-hour shift employees) and/or a deposit into a

Flexible Spending Program and/or a Deferred Compensation Program and/or any PEHP or RHS program that will be established;

- May not be carried over from year to year;
- Are not paid out at termination of employment, except for those designated as time-off that are not yet taken at the time of termination.

(f) Plan B Sick Leave Incentive Program for Employees Switching from Plan A. An employee switching from Sick Leave Plan A to Plan B may have a "draw down bank", HP 20-D. This Program is the same as the Sick Leave Incentive Program's Credit Hour designation option, as indicated in Section 16.3 (e) 2, above, with some additional options. Employees in this program may have both an HP 21-C catastrophic sick leave bank and an HP 20-D sick leave draw down bank.

1. The HP 20-D draw down bank represents sick leave earned and accrued, but unused, as of the transfer from Sick Leave Plan A to Sick Leave Plan B. Upon separation, an employee who has worked for the City for five (5) or more years is eligible to receive up to 50% of his/her accrued sick leave that remains in HP 20-D at his/her current rate of pay pursuant to the following formulas:

For 8-hour shift employees:

$$\frac{\text{Annual Salary}}{2{,}080} \times 50\% \times \text{hours accumulated}$$

For 24-hour shift employees:

$$\frac{\text{Annual Salary}}{2{,}080} \times 96 / 144 \times 50\% \times \text{hours accumulated}$$

2. If an employee dies while employed and is not on disability pension or injury leave, the employee's estate or survivors will be paid for all of the employee's unused, earned and accrued sick leave in his HP 2O-D bank pursuant to the applicable formula in Section 16.3 (f) 1., above, calculated at the employee's final rate of pay.

3. Employees do NOT accrue sick leave from year to year in HP 20-D. Employees may only add sick leave from year to year in their HP 21-C banks. Accrued sick leave in the HP 21-C is not paid out upon separation from employment.

4. Effective with the selection period between Pay periods 25 and 26 of Calendar Year 2006, an employee with five (5) or more years of service is eligible to draw down his/her HP 20-D bank at the end of each calendar year (designated during the selection period between the last two payroll periods of the year) by the following methods:

I. Receive cash (taxable) at his/her current rate of pay pursuant to the formulas specified in Section 16.3(f)1;

II. Receive time off (called "Incentive Hours") on a 50% basis to a maximum of 80 hours (160 hours draw-down) for an 8-hour shift employee and a maximum of 120 hours (240 hours draw-down) for a 24-hour shift employee (hours designated but not used in the year shall be forfeited—there shall be no carry-over of Incentive Hours from year-to-year);

III. Deposit cash (pre-tax) on a 50% basis at his/her current rate of pay pursuant to the formulas specified in Section 16.3 (f) 1 into the Section 125 Flexible Spending Program;

IV. Deposit cash (pre-tax) on a 50% basis at his/her current rate of pay pursuant to the formulas specified in Section 16.3 (f) 1 into a Deferred Compensation Account;

V. Deposit cash (pre-tax) on a 50% basis at his/her current rate of pay pursuant to the formulas specified in Section 16.3 (f) 1 into any PEHP/RHS Plan Account that will be established; or

VI. Any combination of the above, except that the maximum amount that may be deducted from the HP 20-D bank for sub-sections I, III, IV and V combined may not exceed a 120-hour maximum payout (240-hour draw-down) for an 8-hour shift employee and may not exceed a 180-hour maximum payout (360-hour draw-down) for a 24-hour shift employee;

5. An employee's request to draw down his HP 20-D bank must be submitted to the Fire Chief, or his designee, for approval during the selection period between the last two payperiods of the calendar year. This shall be on forms provided by the Finance Department.

6. The total amount of HP 20-D draw-down paid out to cash, Section 125, Deferred Compensation, and PEHP/RHS for all members of the bargaining unit combined shall be limited to $75,000 for the selection period between 2006 pay periods 25 and 26; to $80,000 for the selection period between 2007 pay periods 25 and 26; and to $85,000 for the selection period between 2008 pay periods 25 and 26. In subsequent years, this cap shall be increased at a percentage equivalent to the percentage increase of the cost-of-living adjustment for bargaining unit members effective the previous May 1st pursuant to Section 18.1, whichever was applied. If the requests for HP 20-D bank draw-downs exceed this limit, then the number of hours to be drawn-down from all requesting employees' HP 20-D banks shall be modified in the same relative proportion as the monetary value of their draw-down requests so that the bargaining unit cap is not exceeded.

Section 16.4 Switching from Plan A to Plan B.

(a) Annual Election. During the selection period between the last two pay periods of any calendar year, an employee may choose to switch from Sick Plan A to Sick Plan B by notifying the Fire Chief, or his designee, of this intent in writing. Such notification shall also include any designation of desired HP 20-D draw-down pursuant to Section 16.3 (f) 4. Such election to switch to Plan B is irrevocable. When such an election is made, effective with the last payperiod of the calendar year, the following transfers and balances shall take place:

1. The employee's previous sick leave balance (number of accrued sick hours) shall be placed into a RP 20-D bank.

2. Any HP 20-D draw-down that was included with the request to switch to Plan B shall be implemented.

3. The employee shall have 96 hours for 8-hour shift employees, or 144 hours for 24-hour shift employees, placed into the employee's current sick leave bank for use during the last payperiod of the year and through the following year (excluding the last payperiod).

Section 16.5 RHS Plan.

Administration of the RHS Plan shall be governed by the RHS Plan document as of the date of the execution of this Agreement and as may be changed from time to time by agreement of the parties.

Employee eligibility for participation in the RHS Plan, withdrawals, qualified expenses, benefits provided, and the tax effect of providing those benefits shall all be governed by the terms and conditions set forth in the RHS Plan document, as of the date of the execution of this Agreement and as the same may be changed from time-to-time by agreement of the parties. All eligible employees are required to participate in the RHS plan.

It is specifically understood and agreed that the City shall have no obligation to contribute any monies to the RHS Plan on behalf of any or all full-time employees.

In the event that any portion of the RHS Plan should be held invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall only apply to that portion of the RHS Plan rendered invalid or unenforceable, and the remaining portions of the RHS Plan shall remain in full force and effect.

Section 16.6 Notification of Sick Leave Use. An employee who will not be reporting to duty because of use of sick leave shall notify the Fire Chief or his designee no later than one hour prior to the employee's scheduled starting time, when possible.

Section 16.7 Additional Sick Leave. Granting of paid sick leave in excess of an employee's accumulated and unused sick leave may be authorized by the City Manager in the exercise of his discretion.

Section 16.8 Sick Leave Abuse. The City retains the right to take corrective steps to deal with abuse of sick leave. Such corrective steps may require medical consultations, doctors' slips or informal or formal disciplinary action, including dismissal.

ARTICLE XVII

ADDITIONAL LEAVES OF ABSENCE

Section 17.1 Military Leave. Military leave shall be in accordance with such provisions as may be set forth in the City's Ordinance.

Section 17.2 Miscellaneous Leaves of Absence. The City Manager, upon recommendation of the Fire Chief, may grant a leave of absence, with or without pay, to an employee for up to one (1) year in duration upon such terms and conditions as the City Manager may establish for each leave request. The terms of the leave may be changed or altered by the City Manager upon notice to the employee.

Section 17.3 Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment, unless such employment is permitted by the terms of such leave. Any employee who engages in employment elsewhere (including self-employment) without such permission while on any leave of absence as provided in Section 17.2 may be immediately terminated by the City.

Section 17.4 Medical Or Physical Examination. An employee receiving a leave of absence under Section 17.1 or 17.2 may be required by the City to pass a physical and/or medical examination before returning to work.

Section 17.5 Jury Duty -- Witness Leave. An employee who is required to report for jury duty, or who is required to attend attorney interviews, give depositions or testify with respect to lawsuits or administrative proceedings which the City institutes or which arise out of and are directly related to the employee's employment by the City (excluding an employee's participation in such activities at the request of the Union) shall be excused from work without loss of pay for the period of time which he is required to be away from work and during which he would have otherwise been scheduled to work. If an employee is required to participate in such activities beyond normally scheduled shift hours (excluding jury duty and an employee's participation in such activities at the request of the Union), the employee shall be paid the applicable hourly rate of pay for all such time of required participation (including reasonable and necessary travel time).

An employee shall immediately notify the Fire Chief or his designee if he is required to report for jury duty or appear as a witness as above set forth.

If an employee is subpoenaed at the request of the City to testify in a hearing before the Board of Fire and Police Commissioners, the employee shall either be released from duty without loss of pay or paid the applicable hourly rate of pay for all hours of required off-duty participation, whichever is applicable. If an employee is subpoenaed at the request of someone other than the City, the employee shall not receive compensation if he testifies during his duty hours. If an employee is compensated by the City for testifying or performing jury duty, such employee must sign over to the City any check received from testifying or performing jury duty.

Section 17.6 On The Job Duty Injury Leave. The City's current policy concerning duty-related illness, injury or disability shall continue for the life of this Agreement. However,

in the event such policy should conflict with applicable state law, the City agrees to comply fully with such law.

Section 17.7 Light Duty. The Fire Chief may, at his discretion, offer or assign light duty work with a physician's approval to an employee if the employee is qualified to perform such light duty work and if the employee is unable to perform full duty responsibilities because of illness, injury or disability, provided there is a reasonable expectation the employee will be able to resume full duties and responsibilities within six months. An employee who is unable to perform full duty responsibilities because of illness, injury or disability has the right to request that he be assigned light duty work that he is qualified to perform provided he has a physician's approval and provided there is a reasonable expectation the employee will be able to assume full duties and responsibilities within six months. Such requests shall not be denied without a rational reason. Nothing in this section shall affect the statutory rights of the Pension Board in dealing with an employee on a disability pension.

Section 17.8 Bereavement Leave. In the event of the death of a member of an employee's immediate family, the employee shall be granted one duty day off without loss of pay for 24-hour shift employees (three duty days off for 8-hour shift employees) without deduction from sick leave. Requests for an extension of one duty day for 24-hour shift employees and two duty days for 8-hour shift employees shall not unreasonably be denied, but any such extension shall be charged to sick leave. The immediate family is defined as the employee's spouse, children, parents, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, grandparents-in-law, grandchildren, stepparents, step-children, legal wards and any relative living in the employee's home. Additional time off required to

travel to a distant state or attend the funeral may be granted by the Chief or his designee and deducted from accumulated sick leave.

If an employee is notified of the death of a member of the employee's immediate family during his workday, the employee shall be relieved from duty with pay upon request and that portion of the workday the employee is relieved shall not count as one of the leave days provided. Such time is deducted from accumulated sick leave.

ARTICLE XVIII

SALARIES AND OTHER COMPENSATION

Section 18.1 Salaries. Effective May 1, 2013, all base salaries shall be increased as stated in Appendix D and as follows:

May 1, 2013 – 1.25%

January 1, 2014 – 2.00%

January 1, 2015 – 2.00%

Salary increases shall be retroactive to May 1, 2013 for all employees on the payroll at any time since May 1, 2013, (hour for hour for all paid hours). The employees shall receive their retroactive wage payments no later than two pay periods following City Council approval or this Agreement.

The parties agree that the granting of two wage increases per year shall not be considered a precedent as to the timing of any future wage increases. The parties further agree that this wage agreement shall be non-precedential and without prejudice to the City or the Union's ability to seek in negotiations for successor contracts the restoration of bargaining unit salaries to levels that are more closely comparable to historical or other established comparable relationships in future negotiations.

Upon promotion to Lieutenant the employee shall be placed at the lowest established step above the employee's former salary provided said salary is a minimum of a 2% salary increase. Newly appointed lieutenants shall move from their starting salary to the next step upon completing six months of appointment and then to the next step one year later (one and one-half years following appointment date), and from one step to the next step thereafter annually until reaching the top step.

Section 18.2 Longevity Pay. Employees on the active payroll with continuous unbroken service with the City in a position covered by this Agreement shall receive longevity pay with their first pay check in December of each year in accordance with the following schedule:

Upon completion of 10 years – 2½% of annual salary;
Upon completion of 15 years -- 3% of annual salary;
Upon completion of 20 years -- 4% of annual salary.
Upon completion of 25 years -- 5% of annual salary.
Upon completion of 30 years -- 7% of annual salary.
Upon completion of 35 years -- 9% of annual salary.

Upon termination employees shall receive pro rata longevity pay.

Section 18.3 Working Out of Classification.

(a) Working Out Of Classification Pay. Whenever an employee covered by this Agreement is assigned to and performs the duties of a higher-rated classification (firefighter assumes lieutenant's duties; lieutenant assumes Battalion Chief duties) for a period of four (4) consecutive hours or more, then such employee shall be paid additional pay for all such hours worked performing the duties of the higher-rated classification. Such pay shall be pursuant to the following formula, for the purpose of this Section:

$$\frac{\text{Annual Salary}}{121.33} \quad \text{divided by } 24 \times 6\% \times \text{number of hours worked}$$

An employee who is assigned to such higher-rated classification shall not be removed from such position for the purpose of avoiding premium pay.

(b) Assignment of an Acting Lieutenant. Whenever there is a need to assign a Firefighter to the position of Acting Lieutenant for a period of four or more consecutive hours and the need is known prior to the start of the shift, then the employee(s) assigned to serve as Acting Lieutenant(s) shall be a regular member(s) of that shift, and shall be on the then-current active lieutenant promotional eligibility list, if one exists. If more than one employee on the shift is on the then-current active lieutenant eligibility list, acting lieutenant assignments shall be fairly distributed. If there is no active eligibility list, or if none of the regular members of the on-duty shift who are on the eligibility list are on-duty for the needed times, or if the need for an Acting Lieutenant is for less than four hours, or if the need for an Acting Lieutenant is not known until after the start of the shift, then the shift commander shall select the firefighter to assign to the Acting Lieutenant position as that shift commander feels appropriate.

Section 18.4 Training Pay And Tuition Reimbursement.

a) Employees shall continue to be compensated for all job-related training required by the City, and

b) Employees shall be reimbursed for costs incurred for the completion of employee-selected courses related to the fire service, subject to the Tuition Reimbursement Program as indicated in Section 18.5, below.

Section 18.5 Tuition Reimbursement Program.

a) **Eligibility** – Any full-time employee in good standing who has been with the City for more than one year and has received an average or better rating on his/her most recent performance evaluation is eligible for this program. If an employee is suspended for

disciplinary reasons for more than two 24-hour shifts or five 8-hour shifts during the fiscal year, and is participating in the program, the City Manager has the option to revoke reimbursement privileges.

Graduate level courses are not eligible under this program except as provided in Section 18.6, below.

b) **Course Qualification** — Courses may be part of a degree program that the employee is pursuing independently, but the reimbursement program does not encompass the pursuit of a college degree itself. Courses, whether high school, undergraduate or graduate, must be directly related to the job the employee is currently performing, no exceptions. For example, courses taken by a Firefighter in the area of fire science are eligible for reimbursement. Courses required as part of a degree program which are not directly job-related will not be reimbursed by the City. Classes must not interfere with an employee's ability to perform his/her job.

c) **Sign-Up Procedure** — Tuition and other reimbursable expenses must be approved in advance of the employee's commencement of the course. An employee must submit a "Request for Tuition Reimbursement" form to the Fire Chief describing how the course is directly job-related and how it will benefit both the employee and the City. In addition, the employee must include the cost of tuition and estimated cost of books. Preliminary approval to take the course must first be obtained from the Fire Chief who will submit the request to the City Manager's Office for final approval.

d) **Amount of Reimbursement** — Employees pursuing academic instruction will be reimbursed only for tuition and books according to the following schedule, up to a maximum of $3,780 per fiscal year (this amount will be re-examined periodically based upon the actual costs at Chicago Metro Area schools, and adjusted accordingly). No carryover payments

into the next fiscal year will be allowed. Participation in the tuition reimbursement program in no way obligates the City to pay the entire cost of a degree program.

Grade	Reimbursement
A	100%
B	100%
C	50%
D or lower	0%

When courses are graded on a pass/fail system, a "pass" will be reimbursed in full and a "fail" will not receive any reimbursement.

Reimbursement for any course which is largely comprised of material covered in a course previously taken by the employee, and which was approved for reimbursement or otherwise funded by the City, shall not be approved.

The City is not obligated to reimburse any tuition if the employee retires, resigns or is terminated prior to receiving reimbursement. An employee is expected to remain a full-time employee for one year after course(s) completion, otherwise a pro-rated amount of the total reimbursed expenses during the year prior to retirement/departure/termination shall be returned by the employee to the City.

e) **Reimbursement Procedures** — After the course is completed and a grade of "C" or better is obtained, the final grade report and copies of all receipts for tuition and books must be given to the Fire Chief for transmittal to the City Manager's Office.

The City Manager may consider waiving any of the above criteria upon written request and justification by the employee.

Section 18.6 Master's Degree Tuition Reimbursement.

a) In order to receive tuition reimbursement for a course that is a component of a Master's Degree program, an employee must have a minimum of five (5) years of employment with the Fire Department.

b) Reimbursement for courses that are components of Master's Degree programs shall be as follows:

100% for a grade of "A"
75% for a grade of "B"
No reimbursement for a grade lower than "B"

It shall be a condition of the receipt of such reimbursement that the employee sign loan repayment documents to ensure full compliance with sub-section c), below.

c) To qualify for 100% reimbursement, an employee must remain in the City's employ for four (4) years following completion of the course for which reimbursement was granted. Employees leaving the City's employ after less than four (4) years shall be obligated to repay any amount reimbursed under this policy in accordance with the following schedule:

Length of Employment Following Reimbursement	Amount Employee must Repay City
Less than 2 years	100%
2 years but less than 3 years	75%
3 years but less than 4 years	50%

d) Except as modified by the foregoing, all issues relating to tuition reimbursement for Master's Degree courses shall be governed by Section 18.5 or any enhancements thereto.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

Section 19.1 Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

Section 19.2 Fitness Examinations. If there is a justifiable concern about an employee's medical fitness for duty or medical fitness to return to duty, the City may require that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the City. The employee shall be furnished a copy of any medical report.

Section 19.3(a) Physical Fitness Program. The City and Fire Department Peer Fitness Trainers may establish a wellness program, which shall include individualized and departmental goals. While employees shall be required to participate in any such program while on-duty, no employee will be disciplined for failure to meet any goals that may be established, as long as the employee makes a good faith effort to meet any such goals and is able to meet reasonable minimum job-required physical fitness standards as established by the City and Fire Department Peer Fitness Trainers. Before any such program is implemented, the City shall review and discuss the program at a meeting of the Labor-Management Committee. While in-service for emergency response, employees shall be permitted to engage in physical fitness activities (unless any such activity is disapproved) after 1600 hours on weekdays and before 1700 hours on weekends and Holidays as set forth in Section 13.1 of this Agreement, provided that all assigned duties and training for that shift-day have been completed, as determined by the company officer.

Section 19.3(b) Wellness Incentive Program/Fitness Bonus Hours.

1. Employees on Sick Leave Plan A (Section 16.2). Employees are eligible to earn a maximum of 12-hours paid time off from work for eight-hour employees and 18 such hours for 24-hour employees each calendar year by performing a minimum of three physical fitness assessments with the City's Wellness Coordinator. Each physical fitness assessment has the capacity of earning the eight-hour employee four hours off and the 24-hour employee six hours off provided he/she meets the requirements.

2. Employees on Sick Leave Plan B (Section 16.3). Employees are eligible to earn a maximum of 12-hours paid time off from work for eight-hour employees and 36 such hours for 24-hour employees each calendar year by performing a minimum of three physical fitness assessments with the City's Wellness Coordinator. Each physical fitness assessment has the capacity of earning the eight-hour employee four hours off and the 24-hour employee twelve hours off provided he/she meets the requirements.

3. All individuals who attempt to earn time off by participating in the Fitness Bonus Hours Program must be at the 75th percentile according to the Cooper Institute of Aerobics Research normative data as noted in subparagraph (c). The 75th percentile represents an individual who has above average fitness levels.

The physical fitness assessment is comprised of five fitness-oriented tests: absolute strength, muscular endurance, cardiovascular power, flexibility, and body composition. The minimum time between fitness assessments is three months, allowing the employee to re-test if he/she does not meet the requirement to earn the four hours time off for eight-hour shift employees or the six or twelve hours time off for the 24-hour shift employees.

Employees will be able to use the time off as it is accrued as set forth in Section 15.4. Only four fitness incentive bonus hours for eight-hour shift employees, six such bonus hours for 24-hour shift employees on Sick Leave Plan A of Article XVI, and twelve such bonus hours for 24-hour shift employees on Sick Leave Plan B of Article XVI may be carried over from year to year and there is no payout of accrued hours upon termination.

Section 19.3(c) Cooper Institute of Aerobics Research Normative Data. The following normative data has been established by the Cooper Institute of Aerobics Research, Dallas, Texas. The numbers below are representative of the 75th percentile:

Test	Sex	20-29	30-39	40-49	50-59	60-69
Body	**M**	10.6	14.9	17.3	19.0	19.3
Comp.	**F**	18.2	19.1	22.4	25.8	26.7
SitUps	**M**	46	42	37	33	28
	F	42	33	28	22	15
Cardio.	**M**	16.2	15.7	15.3	14.1	13.0
	F	14.1	13.5	12.9	12.0	11.7
Flex.	**M**	20	19	18	17	16.5
	F	22	21	20	20	18
Bench	**M**	1.26	1.08	0.96	0.87	0.79
	F	0.77	0.65	0.60	0.53	0.53
Push-Ups	**M**	44	36	29	24	22
	F	34	29	21	20	15

Explanations

Body Comp. - Body Composition. This number is representative of a person's estimated percent body fat after a skin-fold caliper test has been performed.

Sit-Ups - Represents the number of sit-ups an individual must perform in a one-minute time period.

Cardio. - Represents the distance an individual must run or walk in a twelve minute time period. The number represents the amount of laps on a tenth of a mile track.

Flex. - Flexibility. With the use of a special measuring device this number represents a specific unit of measure upon the device.

Bench - Bench press. This number represents the percent of the individual body weight that he or she must press during the bench press activity.

Push-Ups - Represents the number of push-ups an individual must perform in a one-minute time period.

Section 19.4 No Smoking. In the interest of maintaining healthful working conditions and employee health, employees are encouraged not to smoke. Employees who smoke shall confine their smoking to areas designated by the City. Smoking is prohibited at public events in the view of the public.

Section 19.5 Hepatitis B Virus Inoculations. The City shall provide, at City expense, a Hepatitis B Virus (HBV) Inoculation Series to any employee wishing to be inoculated. The City shall offer such inoculation to every new employee. Additionally, the City shall provide a verification test of successful inoculation to any employee that received the inoculation series, and any additional inoculations necessary. The City may provide, at its expense, such further prophylactic inoculations as it determines necessary or appropriate.

Section 19.6 Communicable Diseases. Upon notification that an employee is significantly exposed in the course of duty to the risk of transmission of disease, as defined by the U.S. Center for Disease Control, from a person determined to have a disease process of a contagious or infectious nature, the employee shall immediately be notified of such by the City and shall be granted, at City expense, medically necessary tests and/or screening, and prophylactic treatment as determined appropriate by a doctor designated by the City.

Section 19.7 Residency. Within 90 days of the completion of the probationary period as described in Section 6.2, any employee covered under this agreement shall reside within the following counties:

Illinois: McHenry, Lake, Kane, DuPage, Cook
Wisconsin: Kenosha, or any county that borders Kenosha

Section 19.8 Flexible Spending Account Program. Employees covered under this agreement shall be eligible for coverage under the City's Section 125 Flexible Spending Account Program insofar as such program is applicable to them.

ARTICLE XX

DRUG AND ALCOHOL TESTING

The City may require an employee to submit to a urine and/or blood test where there is reasonable, individualized suspicion of improper drug or alcohol use. Upon request, the City shall provide an employee who is ordered to submit to any such test with a written statement of the basis for the City's reasonable suspicion within seventy-two (72) hours of the request.

The City shall use only laboratories which are certified by the State of Illinois to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding based upon the cut-off standards utilized by the Northeastern Illinois Regional Crime Laboratory on the effective date of this Agreement, a GC/MS confirmatory test shall be conducted. An initial positive screening test result shall not be submitted to the City; only GC/MS confirmatory test results will be reported to the City. Upon request, the City shall provide an employee with a copy of any test results which the City receives with respect to such employee along with such other information as is required to assure the test was properly conducted.

A portion of the test sample, if positive, shall be retained by the laboratory for six months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a

laboratory certified by the State of Illinois to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense.

Use of proscribed drugs at any time while employed by the City, abuse of prescribed drugs, as well as having alcohol or proscribed drugs in the blood while on duty shall be cause for discipline, including termination, subject to confirmation by the Board of Fire and Police Commissioners. All issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) shall be raised with the Board of Fire and Police Commissioners. The City shall continue to provide employee assistance programs substantially similar to those which existed prior to the execution of this Agreement. Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential by the employee assistance program(s), and the Fire Chief, City Manager and the EAP Administrator shall be the only ones informed of any such request or any treatment that may be given and they shall hold such information strictly confidential.

Nothing in this article shall be construed to prevent an employee from asserting, or the Board of Fire and Police Commissioners from considering, that there should be treatment in lieu of discipline in any disciplinary proceeding before the Board of Fire and Police Commissioners.

ARTICLE XXI

OUTSIDE EMPLOYMENT

Employees shall not be employed by employers other than the City, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written recommendation of the Fire Chief and approval of the City Manager. Employees may hold outside jobs, including self-employment, which will not: (1) result in a conflict of interest; (2) result in work for the City; (3) result in outside work

during an employee's workshift; (4) involve the use of City equipment or supplies; (5) result in more than 24 hours of outside employment per week in weeks where the employee works four duty days or result in more than 32 hours of outside employment per week in weeks where the employee works three duty days, except in those weeks where the employee is off on vacation, holidays, work reduction or personal days off; or (6) infringe on their ability to do their job for the City. Employees seeking permission to perform outside employment shall annually apply in writing to the Fire Chief for approval on a form provided by the City. Such application shall be approved or denied within a reasonable time. If outside employment, including self-employment, has been approved or permitted by the City prior to the execution of this Agreement, and if it later appears that such outside employment, including self-employment, is resulting in activity which would not be approved if initially requested under this Agreement, prior approval for such outside employment may be revoked, provided that the employee involved shall receive at least fourteen (14) calendar days advance notice in writing of such revocation.

ARTICLE XXII

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or

terms and conditions of employment. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the City is considering changing during the term of this Agreement.

ARTICLE XXIII

SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect. The subject matter of such invalid and unenforceable part or portion shall be open for negotiation by the parties, upon request of either party.

ARTICLE XXIV

DURATION AND TERM OF AGREEMENT

Section 24.1 Termination in 2015. This Agreement shall be effective on the date it is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of December, 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

This Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the

other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 5TH day of JUNE, 2013.

CITY OF HIGHLAND PARK:

Attest:

HIGHLAND PARK FIREFIGHTERS ASSOCIATION LOCAL 822, IAFF

APPENDIX A

AUTHORIZATION FOR CHECKOFF OF ASSOCIATION DUES

I hereby authorize the City of Highland Park to deduct from my pay every bi-weekly pay day the uniform dues of the Highland Park Fire Fighters Association and remit said amounts to the Association.

I understand that this checkoff authorization cannot be canceled by me unless I have given written notice to both the City and the Association thirty (30) days prior to the desired effective date of the termination. I understand that if my Association membership is terminated and this checkoff authorization is withdrawn, I will be subject to the "Fair Share" assessment provided for in the current Agreement between the Association and the City.

DAVID W KNAPP
Print Name

David W Knapp
Signature

6. 5. 13
Date

APPENDIX B
LOCAL GOVERNMENT
(50 ILCS 742/) Fire Department Promotion Act.

(50 ILCS 742/1)

Sec. 1. Short title. This Act may be cited as the Fire Department Promotion Act.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/5)

Sec. 5. Definitions. In this Act:

"Affected department" or "department" means a full-time municipal fire department that is subject to a collective bargaining agreement or the fire department operated by a full-time fire protection district. The terms do not include fire departments operated by the State, a university, or a municipality with a population over 1,000,000 or any unit of local government other than a municipality or fire protection district. The terms also do not include a combined department that was providing both police and firefighting services on January 1, 2002.

"Appointing authority" means the Board of Fire and Police Commissioners, Board of Fire Commissioners, Civil Service Commissioners, Superintendent or Department Head, Fire Protection District Board of Trustees, or other entity having the authority to administer and grant promotions in an affected department.

"Promotion" means any appointment or advancement to a rank within the affected department (1) for which an examination was required before January 1, 2002; (2) that is included within a bargaining unit; or (3) that is the next rank immediately above the highest rank included within a bargaining unit, provided such rank is not the only rank between the Fire Chief and the highest rank included within the bargaining unit, or is a rank otherwise excepted under item (i), (ii), (iii), (iv), or (v) of this definition. "Promotion" does not include appointments (i) that are for fewer than 180 days; (ii) to the positions of Superintendent, Chief, or other chief executive officer; (iii) to an exclusively administrative or executive rank for which an examination is not required; (iv) to a rank that was exempted by a home rule municipality prior to January 1, 2002, provided that after the effective date of this Act no home rule municipality may exempt any future or existing ranks from the provisions of this Act; or (v) to an administrative rank immediately below the Superintendent, Chief, or other chief executive officer of an affected department, provided such rank shall not be held by more than 2 persons and there is a promoted rank immediately below it. Notwithstanding the exceptions to the definition of "promotion" set forth in items (i), (ii), (iii), (iv), and (v) of this definition, promotions shall include any appointments to ranks covered by the terms of a collective bargaining agreement in effect on the effective date of this Act.

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the appointing authority may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with Section 55 and applied as an addition to the person's total point score on the examination. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

"Rank" means any position within the chain of command of a fire department to which employees are regularly assigned to perform duties related to providing fire suppression, fire prevention, or emergency services.

"Final adjusted promotion list" means the promotion list for the position that is in effect on the date the position is created or the vacancy occurs. If there is no final adjusted promotion list in effect for that position on that date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

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 score based on a scale of 100 points.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/10)
Sec. 10. Applicability.

(a) This Act shall apply to all positions in an affected department, except those specifically excluded in items (i), (ii), (iii), (iv), and (v) of the definition of "promotion" in Section 5 unless such positions are covered by a collective bargaining agreement in force on the effective date of this Act. Existing promotion lists shall continue to be valid until their expiration dates, or up to a maximum of 3 years after the effective date of this Act.

(b) Notwithstanding any statute, ordinance, rule, or other laws to the contrary, all promotions in an affected department to which this Act applies shall be administered in the manner provided for in this Act. Provisions of the Illinois Municipal Code, the Fire Protection District Act, municipal ordinances, or rules adopted pursuant to such authority and other laws relating to promotions in affected departments shall continue to apply to the extent they are compatible with this Act, but in the event of conflict between this Act and any other law, this Act shall control.

(c) A home rule or non-home rule municipality may not administer its fire department promotion process in a manner that is inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of the powers and functions exercised by the State.

(d) This Act is intended to serve as a minimum standard and shall be construed to authorize and not to limit:

(1) An appointing authority from establishing different or supplemental promotional criteria or components, provided that the criteria are job-related and applied uniformly.

(2) The right of an exclusive bargaining representative to require an employer to negotiate clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees to ranks, as defined in Section 5, covered by this Act.

(3) The negotiation by an employer and an exclusive bargaining representative of provisions within a collective bargaining agreement to achieve affirmative action objectives, provided that such clauses are consistent with applicable law.

(e) Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining.
(Source: P.A. 93-411, eff. 8-4-03; 94-809, eff. 5-26-06.)

(50 ILCS 742/15)
Sec. 15. Promotion process.

(a) For the purpose of granting promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, administer a promotion process in accordance with this Act.

(b) Eligibility requirements to participate in the promotional process may include a minimum requirement as to the length of employment, education, training, and certification in subjects and skills related to fire fighting. After the effective date of this Act, any such eligibility requirements shall be published at least one year prior to the date of the beginning of the promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.

(c) All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.

(d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt any job-related examinations or study materials that may become available, so long as they comply with the requirements of this Act.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/20)
Sec. 20. Promotion lists.

(a) For the purpose of granting a promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, prepare a preliminary promotion list in accordance with this Act. The preliminary promotion list shall be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(b) A person's position on the preliminary promotion list shall be determined by a combination of factors which may include any of the following: (i) the person's score on the written examination for that rank, determined in accordance with Section 35; (ii) the person's seniority within the department, determined in accordance with Section 40; (iii) the person's ascertained merit, determined in accordance with Section 45; and (iv) the person's score on the subjective evaluation, determined in accordance with Section 50. Candidates shall be ranked on the list in rank order based on the highest to the lowest total points scored on all of the components of the test. Promotional components, as defined herein, shall be determined and administered in accordance with the referenced Section, unless otherwise modified or agreed to as provided by paragraph (1) or (2) of subsection (d) of Section 10. The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process.

(c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(d) Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority 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 appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, 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 dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in effect covering the employee.

A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

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

(e) A final adjusted promotion list shall remain valid and unaltered for a period of not less than 2 nor more than 3 years after the date of the initial posting. Integrated lists are prohibited and when a list expires it shall be void, except as provided in subsection (d) of this Section. If a promotion list is not in effect, a successor list shall be prepared and distributed within 180 days after a vacancy, as defined in subsection (d) of this Section.

(f) This Section 20 does not apply to the initial hiring list.

(Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/25)

Sec. 25. Monitoring.

(a) All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review in accordance with this Section and Sections 30 and 50.

(b) Two impartial persons who are not members of the affected department shall be selected to act as observers by the exclusive bargaining agent. The appointing authorities may also select 2 additional impartial observers.

(c) The observers monitoring the promotion process are authorized to be present and observe when any component of the test is administered or scored. Except as otherwise agreed to in a collective bargaining agreement, observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

(d) The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/30)

Sec. 30. Promotion examination components. Promotion examinations that include components consisting of written examinations, seniority points, ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the discretion of the appointing authority provided that such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall be announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/35)

Sec. 35. Written examinations.

(a) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation

scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

(c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(d) Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of 5 years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

(e) The provisions of this Section do not apply to the extent that they are in conflict with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/40)

Sec. 40. Seniority points.

(a) Seniority points shall be based only upon service with the affected department and shall be calculated as of the date of the written examination. The weight of this component and its computation shall be determined by the appointing authority or through a collective bargaining agreement.

(b) A seniority list shall be posted before the written examination is given and before the preliminary promotion list is compiled. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/45)

Sec. 45. Ascertained merit.

(a) The promotion test may include points for ascertained merit. Ascertained merit points may be awarded for education, training, and certification in subjects and skills related to the fire service. The basis for granting ascertained merit points, after the effective date of this Act, shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points unless otherwise agreed to in a collective bargaining agreement.

(b) Total points awarded for ascertained merit shall be posted before the written examination is administered and before the promotion list is compiled.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/50)

Sec. 50. Subjective evaluation.

(a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chief's points, or other methods.

(b) Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application. A designated representative of the contracting union party shall be notified and be entitled to be present to monitor any preliminary meeting between certified assessors or representatives of a testing agency and representatives of the appointing authority held prior to the administration of the test to candidates for promotion.

(c) Where chief's points or other subjective methods are employed that are not amenable to monitoring, monitors shall not be required, but any disputes as to the results of such methods shall be subject to resolution in accordance with any collectively bargained grievance procedure in effect at the time of the test.

(d) Where performance evaluations are used as a basis for promotions, they shall be given annually and made readily available to each candidate for review and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.

(e) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is compiled.

(f) Persons selected to grade candidates for promotion during an assessment center process shall be impartial professionals who have undergone training to be certified assessors. The training and certification requirements shall, at a minimum, provide that, to obtain and maintain certification, assessors shall complete a course of basic training, subscribe to a code of ethical conduct, complete continuing education, and satisfy minimum activity levels.

(g) The standards for certification shall be established by a Joint Labor and Management Committee (JLMC) composed of 4 members: 2 designated by a statewide association whose membership is predominantly fire chiefs representing management interests of the Illinois fire service, and 2 designated by a statewide labor organization that is a representative of sworn or commissioned firefighters in Illinois. Members may serve terms of one year subject to reappointment.

For the purposes of this Section, the term "statewide labor organization" has the meaning ascribed to it in Section 10-3-12 of the Illinois Municipal Code.

In developing certification standards the JLMC may seek the advice and counsel of professionals and experts and may appoint an advisory committee.

The JLMC's initial certification standards shall be submitted to the Office of the State Fire Marshal by January 1, 2009. The JLMC may provisionally certify persons who have prior experience as assessors on promotional examinations in the fire service. Effective January 1, 2010 only those persons who meet the certification standards developed by the JLMC and submitted to the Office of the State Fire Marshal may be selected to grade candidates on a subjective component of a promotional examination conducted under the authority of this Act; provided this requirement shall be waived for persons employed or appointed by the jurisdiction administering the examination.

The JLMC shall annually:

(1) issue public notice offering persons who are interested in qualifying as certified assessors the opportunity to enroll in training; and

(2) submit to the Office of the State Fire Marshal an amended list of persons who remain certified, are newly certified, or who are no longer certified.

(h) The Office of the State Fire Marshal shall support the program by adopting certification standards based on those submitted by the JLMC and by establishing a roster of certified assessors composed of persons certified by the JLMC.

If the parties have not agreed to contract with a particular testing company to provide certified assessors, either party may request the Office to provide the names of certified assessors. Within 7 days after receiving a request from either party for a list of certified assessors, the Office shall select at random

from the roster of certified assessors a panel numbering not less than 2 times the number of assessors required. The parties shall augment the number by a factor of 50% by designating assessors who may serve as alternates to the primary assessors.

The parties shall select assessors from the list or lists provided by the Office or from the panel obtained by the testing company as provided above. Within 7 days following the receipt of the list, the parties shall notify the Office of the assessors they have selected. Unless the parties agree on an alternate selection procedure, they shall alternatively strike names from the list provided by the Office until only the number of required assessors remain. A coin toss shall determine which party strikes the first name. If the parties fail to notify the Office in a timely manner of their selection of assessors, the Office shall appoint the assessors required from the roster of certified assessors. In the event an assessor is not able to participate in the assessment center process for which he was selected, either of the parties involved in the promotion process may request that additional names of certified assessors be provided by the Office.
(Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/55)

Sec. 55. Veterans' preference. A person on a preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in the applicable law and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/60)

Sec. 60. Right to review. Any affected person or party 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 veteran's preference shall be entitled to a review of the matter by the appointing authority or as otherwise provided by law.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/65)

Sec. 65. Violations.

(a) A person who knowingly divulges or receives test questions or answers before a written examination, or otherwise knowingly violates or subverts any requirement of this Act commits a violation of this Act and may be subject to charges for official misconduct.

(b) A person who is the knowing recipient of test information in advance of the examination shall be disqualified from the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/900)

Sec. 900. (Amendatory provisions; text omitted).
(Source: P.A. 93-411, eff. 8-4-03; text omitted.)

(50 ILCS 742/999)

Sec. 999. Effective date. This Act takes effect upon becoming law.
(Source: P.A. 93-411, eff. 8-4-03.)

APPENDIX C

HEALTH INSURANCE EMPLOYEE PREMIUM CONTRIBUTION SCHEDULE

Employee Health Insurance Premium Contribution Schedule **Period May 1, 2013 through December 31, 2015**					
	PPO Plans and HMO Plan				
Annual Base Pay Range	Employee	Employee+ 1	Employee+2	Employee+3	Employee+4
Up to $35,000	0%	1.62%	2.19%	2.73%	3.20%
$35,001 - $50,000	2.15%	3.77%	4.34%	4.88%	5.35%
$50,001 - $75,000	3.50%	6.13%	7.07%	7.95%	8.72%
$75,001 - $100,000	5.00%	8.76%	10.10%	11.35%	12.45%
$100,001 or more	5.68%	9.95%	11.47%	12.89%	14.14%

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APPENDIX D

WAGE SCHEDULE*

May 1, 2013 – December 31, 2013

1.25 % Increase

GRADE	Description	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
56020	Firefighter	----	$60,367.18	$63,422.55	$66,634.46	$70,006.95	$73,551.25	$ 77,277.00	$ 81,187.03
56030	Fire Fighter EMT I	----	$61,644.58	$64,700.33	$67,911.43	$71,284.73	$74,828.63	$ 78,552.37	$ 82,464.81
65350	Fire Fighter EMT II	----	$65,341.82	$68,482.67	$71,782.92	$75,251.75	$78,894.80	$ 82,724.14	$ 86,743.74
68050	Fire Lieutenant EMT I	----	$72,300.32	$75,894.19	$79,671.67	$83,638.19	$87,807.06	$ 92,186.69	$ 96,787.94
74070	Fire Lieutenant EMT II	----	$76,025.32	$79,705.85	$83,574.24	$87,636.50	$91,904.72	$ 96,389.33	$101,100.03

January 1, 2014 – December 31, 2014

2.0 % Increase

GRADE	Description	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
56020	Firefighter	----	$61,574.52	$64,691.00	$67,967.15	$71,407.09	$75,022.28	$ 78,822.54	$ 82,810.77
56030	Fire Fighter EMT I	----	$62,877.47	$65,994.34	$69,269.65	$72,710.42	$76,325.20	$ 80,123.42	$ 84,114.11
65350	Fire Fighter EMT II	----	$66,648.65	$69,852.32	$73,218.58	$76,756.79	$80,472.69	$ 84,378.62	$ 88,478.62
68050	Fire Lieutenant EMT I	----	$73,746.32	$77,412.07	$81,265.11	$85,310.95	$89,563.20	$ 94,030.43	$ 98,723.70
74070	Fire Lieutenant EMT II	----	$77,545.82	$81,299.97	$85,245.72	$89,389.23	$93,742.82	$ 98,317.12	$103,122.03

January 1, 2015 – December 31, 2015

2.0 % Increase

GRADE	Description	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
56020	Firefighter	----	$62,806.01	$65,984.82	$69,326.50	$72,835.24	$76,522.72	$ 80,398.99	$ 84,466.99
56030	Fire Fighter EMT I	----	$64,135.02	$67,314.23	$70,655.05	$74,164.63	$77,851.71	$ 81,725.89	$ 85,796.39
65350	Fire Fighter EMT II	----	$67,981.63	$71,249.37	$74,682.95	$78,291.92	$82,082.15	$ 86,066.20	$ 90,248.19
68050	Fire Lieutenant EMT I	----	$75,221.25	$78,960.32	$82,890.41	$87,017.17	$91,354.46	$ 95,911.04	$100,698.18
74070	Fire Lieutenant EMT II	----	$79,096.74	$82,925.97	$86,950.64	$91,177.01	$95,617.67	$100,283.46	$105,184.47

Step designations are as follows:

Start	Step 2
6 months	Step 3
After 18 months	Step 4
After 30 months	Step 5
After 42 months	Step 6
After 54 months	Step 7
After 66 months	Step 8

MEMO OF AGREEMENT REGARDING BARGAINING HISTORY

The parties hereby agree that in connection with any dispute or difference of opinion regarding the interpretation or application of contract Sections 3.1 and 3.2, neither will reference the bargaining history.

Agreed:

On behalf of the City of Highland Park

On behalf of Highland Park Firefighters Association, Local 822

Dated: 6.5.13

Attest:

MEMO OF AGREEMENT REGARDING CALCULATION OF ONE DAY'S PAY

The parties hereby agree that for purposes of the calculation of one day's pay under the parties' collective bargaining agreement effective November 28, 1988, except where otherwise provided in the Agreement, such calculation shall be made according to the following formula:

8-hour shift employees = annual salary divided by 260;

24-hour shift employees = annual salary divided by 121.33.

EMT I and EMT II pay shall be incorporated into the salary for purposes of determining salary and calculating a day's pay under Sections 15.8, 16.3(f)1, and 16.3(f)4.

Agreed:

On behalf of the City of Highland Park

On behalf of Highland Park Firefighters Association, Local 822

Dated: 6.5.13

Attest:

MEMO OF AGREEMENT REGARDING CUT-OFF STANDARDS UTILIZED FOR DRUG AND/OR ALCOHOL TESTING

The parties agree that as of the date of ratification of their collective bargaining agreement, the cut-off standards utilized for drug and/or alcohol testing by the Northeastern Illinois Regional Crime Laboratory shall be as set forth below:

Ethyl Alcohol	0.02%
THC Metabolites (Marijuana Metab.)	50ng/ml
Cocaine and Metabolites	300ng/ml
Phencyclidine (PCP)	25ng/ml
Benzodiazepines	300ng/ml
Opiates	300ng/ml
Barbiturates	200ng/ml
Amphetamines	500ng/ml

Further, any disputes arising under this Memo of Agreement shall be subject to Article V, grievance/arbitration procedure.

Agreed:

On behalf of the City of Highland Park

On behalf of Highland Park Firefighters Association, Local 822

Dated: 6.5.13

Attest:

MEMO OF AGREEMENT REGARDING STATION AND EQUIPMENT MANNING

For the duration of the current collective bargaining agreement, the City, acting through the Fire Chief, shall determine the appropriate manning levels for each station and piece of equipment consistent with considerations of safety. These levels may be changed from time to time by the City as circumstances warrant. However, before an overall policy change is made in the City's manning levels (as opposed to a temporary change made to respond to an unanticipated event, such as an emergency or failure of an employee(s) to report for work), such change will first be discussed at a labor-management committee meeting. Minimum manning levels shall be made known in writing to employees.

This memo of agreement shall not be part of the parties' collective bargaining agreement. By agreeing to this memo of agreement, the City is not waiving its position that the subject of minimum manning is not a mandatory subject of bargaining, and the Union is not waiving its position that the subject is a mandatory subject of bargaining or agreeing that established manning levels are appropriate.

Agreed:

822 pres

On behalf of the City of Highland Park

On behalf of Highland Park Firefighters Association, Local 822

Dated: 6.5.13

Attest:

MEMO OF AGREEMENT REGARDING SOLICITATION

Neither the Union nor its agents, representatives or members will in any way solicit Highland Park or other communities' citizens, residents or businesses for contributions or donations of any kind, except that employees of the Highland Park Fire Department may solicit Highland Park or other communities' citizens, residents or businesses for donations or contributions for the Union's annual dance, for the bowling tournament for charity, and other credible activities that the parties agree will maintain the integrity of both Local Union 822 and the City of Highland Park. Any such solicitation shall be by mail or posted promotional material in appropriate locations agreed to by the parties. There may be follow-up communications by telephone if initially originated by citizens, residents or businesses that were solicited by mail or posted promotional material.

Agreed:

On behalf of the City of Highland Park

On behalf of Highland Park Firefighters Association, Local 822

Dated: 6.5.13

Attest: