COPY

AGREEMENT

between

CITY OF NORTH CHICAGO, ILLINOIS

and

NORTH CHICAGO FIRE FIGHTERS ASSOCIATION, IAFF LOCAL NO. 3271

2013 - 2018

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A G R E E M E N T
between
CITY OF NORTH CHICAGO, ILLINOIS
and
NORTH CHICAGO FIRE FIGHTERS ASSOCIATION, IAFF LOCAL NO. 3271

May 1, 2013 – April 30, 2018

PREAMBLE

THIS AGREEMENT is entered into by the CITY OF NORTH CHICAGO, ILLINOIS (hereinafter referred to as the "City" or the "Employer") and the NORTH CHICAGO FIRE FIGHTERS ASSOCIATION, IAFF LOCAL NO. 3271 (hereinafter referred to as the "Union"), and has as its basic purpose the promotion of harmonious relations between the Employer and the Union; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the City; and the establishment and administration of an entire agreement covering all rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I

RECOGNITION

Section 1.1. Recognition. The City recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn or commissioned fire fighters in the rank of fire fighter and lieutenant with respect to rates of pay, wages, hours and other terms and conditions of employment for full-time firefighters employed by the City of North Chicago. Excluded are all other employees, including, but not limited to, any employee holding the position or rank of Fire Chief or Deputy Fire Chief and Fire Prevention; all part-time or

temporary employees; all auxiliary, reserve, volunteer or paid-on-call fire fighters; all employees excluded from the definition of "fire fighter" as defined in Subsection 1603(g-1) of the Illinois Public Labor Relations Act; all non-Fire Department employees; all civilian employees; and all other managerial, supervisory, confidential, professional, and short-term employees as defined by the Illinois Public Labor Relations Act. Furthermore, in the event the City in its discretion eliminates the position of Deputy Fire Chief, and provided there is then no rank between that of the Chief and the highest company officer (currently lieutenant), the City may designate one position on each shift as Shift Commander and the three persons appointed to such positions by the Fire Chief shall be excluded from the bargaining unit. All other ranks above that of company officer (with the highest company officer currently being lieutenant) shall be excluded from the bargaining unit as supervisors.

As used in this Agreement, the terms "employee" or "firefighter" shall mean only a person included within the bargaining unit as defined in Section 1.1, unless in the context of the language concerned, a different meaning is clearly apparent.

The parties agree that this clause may be amended during the term of this Agreement to conform with the final outcome of the unit clarification petition that was filed with the Illinois Labor Relations Board, case number S-UC-08-013.

Section 1.2. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify and hold harmless the City from any and all liability, including monetary damages and attorneys' fees, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 1.3. Union Officers. For purposes of this Agreement, the term "Union Officers" shall refer to the Union's duly elected President, Vice-President, Secretary, Treasurer, and up to three (3) stewards (one per shift). The names of Union officers shall be certified in writing to the Employer by the Union.

ARTICLE II

UNION SECURITY AND RIGHTS

Section 2.1. Dues Checkoff. While this Agreement is in effect, the City will deduct from the employee's paycheck the uniform bi-weekly Union dues for each employee in the bargaining unit who has filed with the City a voluntary dues check off authorization letter. The City will honor all executed check off authorizations received not later than twenty (20) working days (i.e., days the City's administrative offices are open) prior to the next deduction date.

Total deductions collected from each paycheck shall be remitted by the City to the Treasurer of the Union, together with a list of employees for whom deductions have been made, not later than the tenth (10th) day following the deduction. The Union agrees to refund to the employee any amounts paid to the Union in error on account of the dues deduction provisions of this Agreement.

A Union member desiring to revoke the dues check off may do so at any time with thirty (30) calendar days' advance written notice to the City and the Union Treasurer. Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the City receives a timely notice of revocation of dues check off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be

forwarded to the Treasurer of the Union, and this action will discharge the City's only responsibility with regard to such cases.

The actual dues amount to be deducted shall be certified to the City by the Treasurer of the Union, and shall be uniform in amount for each employee in order to ease the Employer's burden of administering this provision. The Union may change the percentage or fixed uniform dollar amount which will be the regular bi-weekly dues once each calendar year during the life of this Agreement. The Union will give the City thirty (30) calendar days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. Union Indemnification. The Union shall indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article, provided that the City has not promoted or instigated the claim. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Section 2.3. Union Use of Bulletin Boards. The City will make available space for one Union bulletin board in each Fire Station for the posting of official Union notices which are not political, inflammatory or defamatory in nature. The Union will limit the posting of Union notices to such bulletin boards. The Union will be responsible for maintaining same in an orderly and neat fashion.

Section 2.4. Fair Share. During the term of this Agreement, subject to the provisions of this Section, an employee who is not a member of the Union shall, commencing sixty (60) days after the date of execution of this Agreement or sixty (60) days after his date of hire, whichever is later, pay a fair share fee to the Union for collective bargaining and contract

administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided said fair share fee shall not exceed the regular biweekly dues charged to members of the Union. Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Union with the same frequency and in the same fashion as dues payments. The Union periodically shall submit to the City a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee must be uniform for each employee subject to the obligation to pay a fair share fee. The Union may change the fixed uniform dollar amount that will be considered the regular biweekly fair share fee once each calendar year during the life of this Agreement. The Union will give the City thirty (30) days' notice of any such change in the amount of the fair share fee.

The Union agrees to assume complete responsibility for insuring full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986) and Lehnert v. Ferris Faculty Ass'n., 111 S. Ct. 1950 (1991) with respect to the constitutional rights of 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. The

procedure established by the Illinois State Labor Relations Board is hereby declared to be the preferred procedure for resolution of fair share fee objections.

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 based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious 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 the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 2.5. Use of City Equipment. City telephones, fax machines, copiers or computers may not be utilized for Union business purposes without the express written permission of the Fire Chief or his designee.

ARTICLE III

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains its rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including all rights and authority possessed or exercised by the City consistent with state statutes prior to the execution of this Agreement. These authorized rights and authority include, but may not be limited, to the following: to plan, direct, control and

determine all the operations and services of the City; to determine the City's budget and budgetary priorities; to levy taxes; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime consistent with the terms of this Agreement; to determine the methods, means, organization and number of personnel by which such operations are conducted; to determine whether goods or services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees may be discharged without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the City; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 4.1. Application of Article. This Article is intended to establish the normal hours of work, the basis for calculating overtime payments, and certain provisions for the distribution of overtime.

Section 4.2. Hours of Work. The normal workday for 24-hour shift employees shall be 24 hours of work followed by 48 consecutive hours off duty starting at 7:00 a.m. and ending the following 7:00 a.m. The annual average weekly hours of work shall normally not exceed 50 hours per week. The average weekly hours shall be accomplished by scheduling every 9th duty shift as a "Kelly Day" off duty. The normal FLSA work period for employees assigned to 24-hour shifts shall be twenty-seven (27) days. Effective January 1, 2014, "Kelly Days" shall be scheduled off every 10th duty shift and one (1) "floater" Kelly Day shall be scheduled in an open

slot at the choice of the employee each calendar year. Effective January 1, 2014, the normal FLSA work period for employees assigned to 24-hour shifts shall be twenty-eight (28) days.

Section 4.3. Shift Changes. Permanent shift changes shall be made in January of each year, except for bona fide operational reasons. A firefighter permanently assigned to another shift will receive at least forty-eight (48) hours off between shifts. A permanent shift change is defined as one that lasts longer than six (6) months. A firefighter assigned to a temporary shift change (one lasting less than six (6) months) and not receiving the normal forty-eight (48) hours off between shifts will be compensated with the time off within six (6) months of the temporary shift change. In the event of a shift change, previously selected vacation times will be accommodated by granting the pertinent blocks of time.

Section 4.4. Straight-Time Hourly Rate. The regular straight-time hourly rate of pay shall be determined and computed by dividing the amount of employee's "wages + PEHP" (including paramedic pay under Section 12.3) as indicated on Appendices A-1 through **A-9**, by the scheduled annual hours of duty to which the employee is assigned. For 24-hour shift employees the annual hours are 2604.

Section 4.5. Overtime Pay. Hours worked in excess of the employee's regular work schedule shall be paid at one and one-half (1-1/2) times the employee's regular straight-time hourly rate, except that all off-duty training time shall be paid at straight-time, not overtime rates. All overtime pay shall be paid in minimum increments of one (1) hour, and an employee who is called back to work as a result of an emergency call (either to assist at the scene or to provide coverage at a fire house while the call is in progress) shall be guaranteed a minimum of one (1) hour's pay at the overtime rate.

Section 4.6. Temporary Overtime Distribution. The Department agrees to institute the following new Overtime Distribution – Holdover or Predetermined Hire Back System on a trial basis. Such trial basis shall last at least six (6) months. If after such trial period the Chief's judgment for bona fide operational reason(s), the new overtime distribution plan described below is not working to the benefit of the department, the Chief may revert back to the system which was in place prior to the execution of this agreement. The new temporary overtime distribution holdover system shall be as follows:

A. When a Shift Commander position is needed, the vacancy shall be filled in the following manner: Lieutenants shall have first choice, secondly Acting Shift Commanders. The position must be filled by a Lieutenant or an Acting Shift Commander.

B. For a holdover or predetermined hire back overtime shall be distributed by means of one (1) roster on each shift. Only certified paramedics shall be eligible to be placed on the overtime roster. The roster shall include a primary firefighter/lieutenant and a secondary firefighter/lieutenant. For each day the shift is on duty, a different employee will be scheduled on the roster. The employee's names will rotate through the days in seniority order on the primary roster and in reverse seniority order on the secondary roster, but the same name shall not appear on each roster on the same date. 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.

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

2. If the employee on the primary roster is not on duty or is already assigned to work, then the overtime shall be assigned to the off-going employee scheduled for overtime on the secondary roster.

3. 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/lieutenant rank and the firefighter/lieutenant on both the primary and secondary rosters are already assigned to work or are not on duty then the overtime shall be assigned by the Union representative to the senior employee on the rosters who volunteers. If there are no volunteers, the least senior employee on the rosters shall be required by the Union representative to work overtime and/or obtain a replacement.

C. Overtime rosters for each month shall be distributed no later than the 22nd calendar day of the preceding month.

D. Overtime Roster trades and exchanges – employees shall be permitted voluntarily to trade or exchange positions on the overtime roster in writing.

Section 4.7. Use of Paid-on-Calls. In non-emergency situations, full-time members of the Fire Department shall be given first preference for overtime opportunities before such opportunities are offered to paid-on-call personnel. If it is demonstrated to the satisfaction of the Fire Chief or by means of the grievance and arbitration procedure that paid on-call personnel have been given preference for an overtime opportunity in violation of this paragraph, the employee who was denied the overtime shall be given first preference for additional overtime opportunities until he has worked the overtime that he lost as a result of the time worked by the paid-on-call personnel.

Section 4.8. Trades. An employee may trade duty days with another employee, provided that the trade: (1) has been requested at least one (1) duty day in advance and (2) does not interfere with the operations of the Department or an employee's training. It is understood in this regard that the substitute employee (the "tradee") must be capable of performing all of the job functions, including paramedic duties, of the employee originally scheduled to work the shift (the "trader"). Trades between employees designated as Acting Shift Commanders and/or Lieutenants shall be allowed with employees holding the rank of Firefighter/Paramedic under the following circumstances: on days where the trader is scheduled to act in the role of Acting Shift Commander, they may only trade with employees that hold the same designation of Acting Shift Commander or Lieutenant. On days where the trader is not in the Acting Shift Commander role, they may trade with other employees who hold the Firefighter/Paramedic rank.

The hours worked by the tradee shall be counted as hours worked by the trader, and shall be excluded by the City in the calculation of hours for which the tradee would otherwise be entitled to compensation, including overtime compensation. If a duty trade is made in accordance with this Section, and the tradee fails to appear for work, except for an absence approved by the Chief, then the overtime expense that is incurred by the City to staff the position in question will be charged back (via payroll deduction) to the tradee unless the trader or tradee provides another acceptable substitute by the start of the shift. The trader or tradee may limit the tradee's liability by providing another acceptable substitute after the start of the shift, in which case the employee held over or hired back by the Department to cover the shift will be sent home. If the reason for the tradee's failure to appear for work is sick leave, then the tradee may be requested to supply a doctor's certificate supporting the tradee's inability to work on account of illness or injury.

Trades of less than one full duty day are permitted under the conditions set forth in the first paragraph of this Section 4.8, provided in addition that the trade (1) has been specifically approved by the Fire Chief or his designee, and (2) does not result in the payment by the City of overtime in excess of that which would have been paid had there been no trade. In this regard, if the tradee is on a call when the trader returns to work, the trader may not relieve the tradee until the tradee returns to the station from the call unless the call involves an alarm to which the tradee would have responded had he not been involved in the trade. If the call involves an alarm to which the tradee would have responded had he not been involved in the trade, and if the trader reports to the scene of the call to relieve the tradee, the trader will be deemed to have resumed his regular shift and the tradee will be entitled to overtime from the time that he is relieved by the trader until the time that he is released by supervision from the call. In the case of a personal or family emergency, an employee shall also be entitled to arrange for an employee of the same or higher qualifications (i.e., firefighter/paramedic for firefighter/paramedic) to stand-in for that employee for a part of his/her scheduled shift, without the required one (1) duty day advance notice, so long as such stand-in does not result in an increase in the City costs (such as overtime). The Shift Commander shall be notified as soon as possible prior to the requested stand-in. When a stand-in has been arranged for and for whatever reason the shift is not covered, the employee scheduled to work shall be suspended from arranging and/or participating in stand-ins for a period of six (6) months, in addition to any other appropriate discipline imposed by the Chief.

Kelly Days, as provided by Section 4.2, may be traded by employees on the same shift under the same conditions as may be applicable to and subject to the same limitations as duty day trades.

Section 4.9. No Pyramiding. Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 4.10. Fire Prevention Officer. One or more employees in the bargaining unit may accept appointment as Fire Prevention Officer(s) by the Fire Chief, and such individual(s) shall normally be scheduled to work forty (40) hours per week consisting of a regular schedule of four (4) 10-hour days or five (5) 8-hour days per week, exclusive of an unpaid lunch period. The normal schedule shall be worked during regular business hours; however, such schedule may be modified for bona fide operational reasons in consultation with the employee(s) and after reasonable notice to the employee(s). Modifications to the schedule shall be kept on file with the Shift Commanders.

All pay and benefits shall be adjusted so that there is no loss of pay or benefits. Hours worked in excess of eight (8) or ten (10) hours in a day (as applicable) or forty (40) hours in a workweek shall be paid at time and one-half the regular hourly rate. The City will maintain information as to the FPO's hours of work as provided by the FLSA, and supply such information upon request by the Union as required by the IPLRA. The FPO(s) will be removed from the overtime eligibility list for shift work.

ARTICLE V

GRIEVANCE PROCEDURE

Section 5.1. Definition. A grievance is defined as any complaint raised by an employee or the Union involving the administration, interpretation, or application of this Agreement, Except as provided in Section 5.8, a dispute concerning a disciplinary action (i.e., a suspension of more than five (5) calendar days and discharge) subject to the exclusive jurisdiction of the North Chicago Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement.

Section 5.2. Procedure. A grievance will be processed in the following manner:

Step 1: The employee or authorized Union representative shall submit the grievance in writing to the Fire Chief or the Shift Commander, if applicable. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief or remedy suggested. All grievances must be presented no later than ten (10) calendar days from the date of the occurrence of the events giving rise to the grievance or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of an event or events giving rise to the grievance. The Fire Chief or Shift Commander shall render the City's written response to the employee and Union representative within ten (10) calendar days after the grievance is presented. If because of the absence of the Fire Chief and the Shift Commander, the grievance cannot be submitted in Step 1 within the ten-day period provided for such submission, the grievance shall be advanced automatically to Step 2.

Step 2: If the grievance is not settled in Step I and the Union, with or without the employee, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Mayor or his designee within ten (10) calendar days after the receipt of the City's answer in Step l, within ten (10) calendar days of when the answer was due in Step l, or, if automatically advanced to Step 2 because of the absence of the Fire Chief and the Shift Commander, within ten (10) calendar days from and after the

expiration of the time for submission of the grievance in Step 1. The Mayor or his designee shall meet and discuss the grievance at a mutually agreeable time within ten (10) calendar days of the receipt of the notice of appeal, with the employee and/or the authorized representative(s) of the Union. If no settlement of the grievance is reached, the Mayor or his designee shall provide the City's written answer to the employee and the Union representative(s) within ten (10) calendar days following the meeting.

Step 3: If the grievance is not settled in Step 2, the Union may invoke arbitration by filing a written notice to the Mayor or his designee within ten (10) calendar days of receipt of the City's written answer in Step 2 or within ten (10) calendar days of when the answer was due in Step 2, whichever is later.

Section 5.3. Arbitration. If arbitration is invoked as provided in Step 3, above:

(a) The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, either party or both parties jointly or severally shall request the Federal Mediation and Conciliation Service to submit simultaneously to both parties a panel of seven (7) arbitrators, each of whom must be a member of the National Academy of Arbitrators and a resident of Illinois, Indiana, or Wisconsin. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The City and the Union each shall have the right to strike three (3) names from the panel, using alternate strikes. The party striking the first name shall be determined by a coin flip. The person remaining after all strikes are made shall be the arbitrator.

(b) The arbitrator shall be notified of his selection by the FMCS and shall be requested to schedule a mutually agreeable date, time, and place for the hearing.

(c) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or relevant documents. The City and the Union retain the right to employ legal counsel.

(d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing, unless extended by mutual agreement of the parties.

(e) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.4. Limitations on Authority of 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 consider and decide only the specific issue or issues of contract administration or application appealed to arbitration, and shall have no authority to make a decision on any issue not so submitted. The arbitrator's decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement in relation to the facts of the grievance presented. Subject to the arbitrator's compliance with the provisions of this Section 5.4, the arbitrator's decision shall be final and binding.

Section 5.5. Employee Right to Self-Representation. Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that a Union representative(s) is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of this Agreement.

Section 5.6. Time Limit for Filing. If a grievance is not presented or appealed by the Union or employee within any of the time limits set forth in Sections 5.2 and 5.3 it shall be considered "waived" and may not be processed or pursued further. If the City does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 5.7. Processing of Grievances. Grievances may be investigated and processed during working hours by authorized representatives of the Union, provided that such activities do not interfere with the normal operations of the Fire Department. The names of authorized Union representatives who may represent employees at each step of the grievance procedure shall be certified in writing to the City by the Union.

The parties shall endeavor to schedule grievance meetings specified in Section 5.2 at times which do not interfere with the work of bargaining unit members whose presence is necessary at the particular meeting in question. If, however, a meeting is scheduled at the request or consent of the City during work hours, the grievant and/or Union Officer shall be released from duty to attend the meeting without loss of pay, provided they shall remain available for emergency response.

Section 5.8. Disciplinary Grievances. Discipline (other than an oral reprimand) that is within the statutory power of the Fire Chief to impose (i.e., a written reprimand or a disciplinary suspension of five (5) calendar days or less) may be the subject of a grievance under Article V, provided that the employee files with the Fire Chief a written waiver of any right that he may have to appeal the discipline to the Board of Fire and Police Commissioners (BOFPC) and the Union files a statement with the City stating its willingness to arbitrate the dispute. Discipline that is not within the statutory power of the Fire Chief to impose is subject to the exclusive jurisdiction of the BOFPC and is not subject to the grievance and arbitration provisions of this Agreement unless, within ten (10) calendar days after the filing of charges against the employee with the BOFPC, the employee subject to the charges files with the BOFPC a response electing to have the charges heard by an arbitrator rather than by the BOFPC and the Union files a statement with the City stating its willingness to arbitrate the dispute.

If such an election is filed, the employee and/or the Union may grieve the discipline by submitting a grievance directly to Step 2 of the grievance procedure within ten (10) calendar days after the election is filed. If not settled in Step 2, the grievance may then be submitted to arbitration pursuant to Section 5.3 for a determination as to whether the discipline of the grievant was for just cause. For purposes of all proceedings before the BOFPC, the term "just cause" shall mean "cause" as defined in Illinois court cases arising under the Board of Fire and Police Commissioners Act. For purposes of all proceedings before an arbitrator, the term "just cause" shall mean "just cause" as historically and traditionally applied by arbitrators in grievance arbitration cases.

The parties agree to expedite the process of hearing and decision of discipline cases submitted to arbitration. The following seven (7) arbitrators are appointed as a permanent panel:

George R. Fleischli; Bill Sigler; Marvin F. Hill, Jr.; Sinclair Kossoff; Robert Perkovich; Dan Nielsen Ed Krinsky. For discipline grievances, each side will strike two (2) names, with the Union striking first. The parties will request that the other three (3) arbitrators submit available dates, with the one providing the earliest date selected as the arbitrator. The arbitrator will be required to render a decision within thirty (30) days of receipt of post-hearing briefs. Either party may initiate the process of selecting an arbitrator when a grievance contesting disciplinary action has been filed.

Discipline under the level of a suspension may be imposed in full prior to arbitration. Notice of any suspension shall be given to the affected employee with a copy to the Union no less than ten (10) days prior to its imposition. If the employee and the Union file the appropriate notices and waiver seeking arbitral remedy, the imposition of the suspension shall be held in abeyance pending the arbitration. If the City files charges seeking the discharge of an employee, and the employee and the Union seeks an arbitral remedy, the employee will be suspended at fifty percent (50%) pay pending the arbitral decision.

The decision of the arbitrator shall be binding on the City, the Union and the affected employee(s).

ARTICLE VI

NO STRIKE-NO LOCKOUT

Section 6.1. No Strike. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, speed-up, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved work to the rule situation, mass resignations, mass absenteeism, or any other intentional interruption or disruption of the operations of the City. Any or all employees who violate any of the provisions of this

Article may be discharged or otherwise disciplined by the City. In the event of a violation of Section 6.1 of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 6.2. 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.

ARTICLE VII

SENIORITY, LAYOFF AND RECALL

Section 7.1. Definition of Seniority. Seniority shall be based on the length of time from the date of beginning continuous full-time employment as an employee covered by the terms of this Agreement. Conflicts of seniority shall be determined on the basis of the order of the employees on the Board of Fire and Police Commissioners' hiring list, with the employee higher on the list being the more senior.

Section 7.2. Probationary Period. All new employees shall be considered probationary employees until they have completed a probationary period of twelve (12) months of actual work for the City, during which period employees shall be afforded reasonable opportunities to attend necessary classes and training. Time spent on disability or other leave in excess of thirty (30) days shall not be considered as time worked for purposes of this Section. During an employee's probationary period, the employee may be terminated without cause at the sole discretion of the City. Such probationary employee shall have no recourse to the grievance procedure or to the Board of Fire and Police Commissioners to contest such a termination.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his date of hire with the City in a position covered by this Agreement.

Section 7.3. Seniority List. On or about January 1 of each year, the City will post in each fire station and provide the Union President with a seniority list of all employees in the bargaining unit setting forth each employee's date of hire and accumulated seniority. 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) days after posting or the Union's receipt of the list, whichever is later.

Section 7.4. Layoff. The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, they shall be conducted in accordance with 65 ILCS 5/10-2.1-18.

Section 7.5. Recall. Employees who are laid off shall be placed on a recall list for forty-eight (48) months. The City agrees that no new employees (the Chief excluded) will be hired to perform emergency services of the Fire Department until all laid off employees have been offered recall as provided in this Section. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff.

Employees who are eligible for recall shall be given twenty-one (21) calendar days' notice of recall (with the first of the twenty-one (21) days being the date the certified mail return receipt is dated and signed by the employee being recalled). The notice of recall shall be sent to the employee by certified mail with a return receipt of addressee and a copy similarly mailed or personally delivered to the Union President. The employee must notify the Fire Chief or his designee of his intention to return to work within fourteen (14) calendar 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 be signed by the addressee, to the mailing address last provided by the employee, it being the obligation and responsibility of each laid off

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. If the City has not heard from the employee within twenty-one (21) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

Section 7.6. Termination of Seniority. Seniority for all purposes and the employment relationship may be terminated if the employee:

(a) quits;

(b) is discharged;

(c) retires;

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

(e) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation;

(f) is laid off and fails to respond to a notice of recall as provided in Section 7.5 of this Agreement;

(g) is absent for more than one (1) full 24-hour duty shift without notification to or authorization from the City; or

(h) is laid off for forty-eight (48) months.

Subsections (b), (d), (e) and (g) are subject to the disciplinary process of Section 5.8.

ARTICLE VIII

HOLIDAYS

Section 8.1. Holidays. The following are paid holidays for eligible employees:

New Year's Day (January 1)
Martin Luther King Jr.'s Birthday (January 15)
Good Friday
Easter Sunday
Memorial Day
Independence Day (July 4)
Labor Day
Veteran's Day (November 11)
Thanksgiving Day

Day After Thanksgiving Day
Christmas Eve Day (December 24)
Christmas Day (December 25)

Section 8.2. Holiday Time Off. Employees shall work all holidays when scheduled as part of their normal Departmental work schedule. The holiday shall be defined as the 24-hour shift starting in the morning of the calendar day on which the holiday falls. All employees shall receive an equal amount of 4 holidays per year. The Chief or designee and the Union Executive Staff will determine the holiday distribution by not later than December 15th of the prior year. If such days are not scheduled during the year in which they are earned, they shall be lost. All holidays will be scheduled with at least 48 hours' notice to and approval by the Fire Chief or his designee, which approval will not be unreasonably withheld where manning requirements permit.

An employee who is scheduled off work who is called back to work a scheduled shift on a shift that is a recognized holiday shall receive two (2) times his regular rate of pay for all hours worked during such shift.

The Chief may at any time assign accrued holidays beyond four (4) which have not previously been scheduled by the employee. However, should an employee with less than five (5) accrued holidays exercise the right to select upon 48 hours notice a slot otherwise filled by the Chief as an assigned holiday, then such employee shall receive such holiday, even if it requires the creation of a new day-off slot.

Section 8.3. Holiday Time Off Eligibility. To be eligible for holiday time off as provided by Section 8.2, an employee must have worked his full scheduled shift on the holiday, or he must have been off on an administrative day off, a Kelly Day, a vacation day, a day off in lieu of a holiday as provided by Section 8.2. or an approved trade.

ARTICLE IX

VACATIONS

Section 9.1. Eligibility and Allowances. Every employee shall be eligible for paid vacation time after the completion of one (1) year of service with the City in a position covered by this Agreement. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned annually on an anniversary year basis and vacation time is taken based on allowances earned in the prior anniversary year. Employees assigned to 24-hour shifts shall be awarded vacation time in accordance with the following schedule:

Length of Completed Continuous Service	Number of 24-Hour Days Vacation Time Per Year
After completion of one (1) year	Three (3) days
After completion of two (2) years	Five (5) days
After completion of seven (7) years	Seven (7) days
After completion of fifteen (15) years	Ten (10) days
After completion of twenty-one (21) years	Twelve (12) days

An employee assigned to a 24-hour shift shall accrue vacation allowance equal to one-twelfth of the applicable number of vacation days specified above for each month of employment.

Section 9.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay.

Section 9.3. Scheduling and Accrual. Employees shall be granted vacation time by the City in accordance with the following provisions:

(a) On or before the last duty day in January, the Fire Chief shall post a schedule of days available for vacation during the period between traditional Memorial Day and Labor Day of the vacation year. The employees on each shift who choose to schedule vacation during this period shall then select their vacation preferences in the order of their seniority, with the most senior employee having first choice, the

next most senior having second choice, and so on. An employee shall sign up for a minimum of two (2) consecutive 24-hour duty shifts and a maximum of five (5) consecutive 24-hour duty shifts on each vacation pick, and then shall pass the schedule to the next most senior employee. After all employees have made one vacation pick, the schedule will be returned to the most senior employee for a second round of vacation picks, and so on. Employees may schedule but may not take vacation days before they are actually earned.

(b) All vacation time must be selected in full 24-hour duty shift increments.

(c) Vacation periods selected pursuant to the seniority sign-up procedure shall be submitted to the Fire Chief for review by February 20 of each year. If upon review the Fire Chief determines that the selections do not conform to the requirements of this Article, he shall return the proposed vacation schedule to the employees for re-selection, with the objective of posting an approved vacation schedule on or before March 1. After the approved vacation schedule has been posted, employees can reschedule or trade previously scheduled vacation days only with approval of the Fire Chief.

(d) Requests to take previously unscheduled vacation time shall be subject to the requirements of paragraph (b), above, and must be submitted in writing to the Fire Chief or his designee at least 48 hours prior to the date that such vacation time is proposed to be taken. Vacation taken pursuant to this subsection may be taken in single duty day (24 hour) increments, provided that this privilege shall not be used to undermine or avoid the purposes of the vacation pick system set forth in subsection 9.3(a). Such vacation requests will be considered and scheduled on a

first requested, first received basis. Employees who have previously scheduled approved vacation time, regardless of seniority, cannot be bumped from such vacation selections by a later vacation request from a more senior employee. Vacation days may be taken immediately before and/or after Kelly Days.

(e) All vacation scheduling shall be subject to the condition that no more than two (2) employees per shift may be off duty due to vacation days and/or Kelly Days. For days scheduled after November 1, 1998, the term "employees" in this subsection shall be construed to include only bargaining unit employees. Previously scheduled vacation days may be cancelled by the Fire Chief or his designee in case of emergency, as defined by State statute.

(f) Vacation allowances accrue on a monthly basis but are earned and taken on an anniversary year basis. All vacation days must be taken within twelve (12) months of when they were earned, except when the employee is on a one-year injury leave and except that up to four (4) vacation days earned pursuant to this Article and vacation time earned prior to the date of execution of this Agreement but not taken may be carried forward into the next anniversary year, until such previously earned vacation time is scheduled and used by the employee.

(g) Vacation days which have been accrued but have not been selected may be scheduled by the Chief at his discretion on days that have not been scheduled by employees according to the priorities established by paragraphs (a), (c) and (d). The exercise of such discretion shall be subject to the following restrictions:

(1) Employees' right to carry over a maximum of four (4) vacation days pursuant to paragraph (f);

(2) Employees' right to schedule vacation days between Memorial Day and Labor Day on or before March 1, as provided in paragraphs (a) and (c); and

(3) The Chief must provide at least 15 calendar days' notice prior to the assignment of an unused vacation day.

ARTICLE X

SICK LEAVE

Section 10.1. Allowance. Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay as set forth in this Article. In addition, an employee may use sick leave for illness or injury suffered by a member of his immediate family herein defined as spouse, children, step-children, adopted children, parents and parents of spouse, brothers, sisters, step-brothers, step-sisters, step-parents or grandparents. Employees shall earn twelve (12) hours of sick leave for each month of service and can accumulate up to one thousand four hundred forty (1,440) hours of sick leave. Sick leave in excess of 1,440 hours will be paid at one-quarter (1/4) the employee's hourly salary at the beginning of each fiscal year.

Section 10.2. Sick Leave Use Restriction. Sick leave is a privilege that is to be used for the sole purpose of providing wage continuance when an employee is actually sick (*i.e.*, incapacitated due to illness or non-job related injury; for medical treatment and for exposure to contagious disease when attendance and duties jeopardize the health of others). A certificate of illness from a medical doctor or licensed medical practitioner shall be required of twenty-four (24) hour shift employees to receive sick leave pay for more than forty-eight (48) consecutive hours (2 shift days) off work or where a pattern of excessive use is demonstrated, as described in Section 10.3(b) of this Article. These restrictions are necessary because the safety and effectiveness of the Department's service to citizens requires that a minimum complement of

staff be present and able to respond to emergencies on a 24/7 basis. Absences from duty jeopardize necessary staffing levels.

A false report to your Shift Commander that you are "sick," when you are not, is a lie. Accepting payment for services not performed when you are absent from duty and not actually sick is a fraud on the taxpayers of the City of North Chicago. These are abuses that constitute a serious offense and may be just cause for disciplinary action, up to and including discharge. Any employee who is found to have fraudulently obtained sick leave may be required to reimburse the City for such sick leave.

The City will grant FMLA leave for the care of a spouse, child or parent who has a serious health condition that qualifies for FMLA leave, unless the employee utilize other available time off for such absence. Alternatively, employees have the option to seek shift/Kelly Day exchange pursuant to Section 4.8 in order to avoid the use of leave time to cover absences on account of family or personal illness.

For duty trades utilized to avoid the use of sick time, the notification requirements of Section 10.5(b) shall apply.

Section 10.3. Sick Leave Abuse Sanctions.

(a) For purposes of the provisions contained within this Article, "abuse" of sick leave occurs when an employee requests sick leave when not actually sick for the reasons stated in Section 10.1 of this Article. At any time the Employer reasonably suspects abuse of sick leave, the Chief may request, at the Employer's expense, that the employee obtains a certificate of illness from a doctor of the Employer's choice, prior to returning to work. All such requests and appointments shall be made in a reasonable and timely manner. In addition,

where an employee's use of sick leave demonstrates a pattern of use equal or greater than the use described in paragraph (b) of this Section, the Fire Chief shall be authorized to withhold payment of sick leave until and unless the employee comes forward with evidence establishing that his/her claim of sick leave is bona fide. Such evidence may consist of a certificate of illness signed by the employee's treating physician or medical practitioner, or a signed statement from occurrence witnesses; provided that any false evidence submitted shall subject the employee to a suspension from duty without pay for not less than thirty (30) days, or discharge.

(b) The parties agree that the following occurrences demonstrate a pattern of use that supports a reasonable suspicion of abuse:

(1) Where an employee demonstrates a pattern of coupling sick days with vacation leave and/or Kelly Days off;

(2) Where an employee demonstrates a pattern of using sick leave in excess of three (3) days per calendar year in separate increments, without evidence of serious illness or injury; or

(3) Where an employee demonstrates a pattern of failing to honor duty trade commitments by calling in sick.

For purposes of this Section, a "pattern" under numbers (1) and (3) above shall be deemed to exist when an employee has two (2) or more occurrences in a calendar year.

An occurrence is defined as an incident where an employee uses sick leave for one or more consecutive days to recover from one illness or injury.

(c) The Fire Chief is encouraged to utilize the Labor-Management Committee to facilitate corrective action in advance of the need to resort to disciplinary action.

Section 10.4. Good Attendance Incentive. Employees shall be eligible for good attendance incentive payments based on the number of sick leave hours that the employee used during the previous calendar year. The first calendar year shall begin on January 1, 2013. To be eligible, twenty-four (24) hour shift employees must have accumulated in excess of 560 hours of sick leave hours. Employees whose sick leave usage qualifies, shall receive 100% of their good attendance incentive payments as a monteray payment in addition to the employee's normal salary and benefits, less all legally required withholdings and deductions.

Payment shall be made according to the following schedule:

Sick Leave Hours Used in the Previous Calendar Year	Number of Sick Leave Hours Paid (100% Cash)
0 Hours Used	72 Hours Paid
24 Hours Used	48 Hours Paid
48 Hours Used	24 Hours Paid
72 or More Hours Used	0 Hours Paid

Payments shall be made within 30 days of the end of the calendar year.

In addition to the above payments made, any sick leave hours which are unused or not paid in cash shall be added to the employee's sick leave bank to be applied up to the limits prescribed in Section 10.1.

At retirement upon completion of at least 20 years of credited service, an employee shall be compensated for unused sick leave at the rate of twenty-five percent (25%) of his regular rate of pay for all accrued and unused sick leave days accumulated as of his last day of scheduled work for the City. In addition, any accrual in excess of 1,440 hours shall be paid out at the rate of twenty-five percent (25%).

Section 10.5. Sick Leave Utilization.

(a) Notification of absence due to sickness shall be given to an individual designated by the Fire Chief only (normally the Shift Commander on duty) as soon as possible on the first day of such absence and, if required, every day thereafter. If an employee calls in sick, such notification must be given no later than one (1) hour before the start of the employee's work shift. Failure to properly report an illness may subject the employee to discipline, as well.

(b) If an employee calls in sick, sick leave shall be used in no less an increment than one full work shift. If an employee reports for work, then goes home sick, sick leave shall be charged in increments of no less than one (1) hour on an hour-for-hour basis, provided that a physician's verification or other medical evidence substantiating the absence shall be routinely required as a condition to the employee's being permitted to return to work. Sick leave may be utilized only for the purposes specified in Section 10.1. An employee who reports to work, and then leaves work later in the shift due to illness ordinarily will not be allowed subsequently to return to duty later in the same shift. An employee whose seniority is terminated in accordance with Section 7.6 of this Agreement forfeits all accumulated sick leave, except as provided elsewhere in this Section.

Section 10.6. Medical Examination. The City may, in its reasonable discretion, require an employee to submit a physician's verification of illness. A physician's verification may, for example, be routinely required for sick leave taken immediately before or after vacations, holidays, Kelly days or any other paid days off, for sick leave taken after reporting to work where the use supports a reasonable suspicion of abuse as described in Section 10.3. The City may also in its reasonable discretion require a physician's verification that the employee is well enough to return to work. If a physician's verification is to be required, the Chief or his designee shall notify the employee of such requirement on the day of sick leave usage for which such verification is required. The requirement of physician verification shall be satisfied upon the employee's presentation to the employer of an official physician's form, with the name of the physician printed on it, his office address and the date of the examination signed by the physician or his designee documenting the employee's medical evaluation.

Section 10.7. Voluntary Contributions Of Sick Time. Employees may contribute accrued, unused sick leave in their personal sick leave banks to other employees who have exhausted their own sick leave banks and who are off work due to a catastrophic illness. A catastrophic illness is defined as any non-duty illness or injury which causes the employee to be off work for more than 30 days.

Section 10.8. Modified Duty. The City may institute a modified duty program for an employee(s) who is injured in the course of employment. The City may request a medical certificate from the employee specifying any medical limitations on the employee's ability to perform modified work. The City will treat employees assigned to modified duty fairly and will not show favoritism in implementation of this modified duty program.

ARTICLE XI

ADDITIONAL LEAVES OF ABSENCE

Section 11.1. Unpaid Discretionary Leaves. The City may grant an unpaid leave of absence for up to one (1) year under this Article to any bargaining unit employee where the City determines there is good and sufficient reason. The City shall set the terms and conditions of such leaves.

Section 11.2. Application for Unpaid Leave. Any request for an unpaid leave of absence shall be submitted in writing by the employee to the Fire Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for the leave of absence shall, if granted, be furnished to the employee by the Fire Chief or his designee and it shall be in writing.

Section 11.3. Military Leave. Military leave shall be granted in accordance with applicable Federal or State law.

Section 11.4. Jury Leave. Employees summoned or required by a court of law to appear for jury duty shall be released for such duty without loss of pay. An employee on released time for jury duty shall sign over to the City all jury duty checks and shall report for work when released by the court on his next scheduled shift, including any part of his regular shift remaining at the time of his release by the court.

Section 11.5. Benefits While on Leave. During an approved unpaid leave of absence of more than thirty (30) days or layoff under this Agreement, an employee shall be entitled to coverage under applicable group medical and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the insurance premium involved.

Section 11.6. Non-Employment Elsewhere. An unpaid leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the City.

Section 11.7. Funeral/WakeLeave. In the event of death in the immediate family as defined in Section 10.1 of this Agreement, an employee shall be granted Funeral/Wake Leave without loss of pay for three (3) calendar days following the actual date of death.

ARTICLE XII

WAGES

Section 12.1. Wage Schedules. Effective May 1, 2013, May 1, 2014, November 1, 2014, May 1, 2015, November 1, 2015, May 1, 2016, November 1, 2016, May 1, 2017, and November 1, 2017, , wages shall be as set forth in Appendices A-1 through A-9 respectively, which are attached hereto and made a part hereof. Other provisions of this Agreement shall not be applied retroactively unless expressly specified.

The parties acknowledge that the Wage Schedule in Appendices A-2 through A-9 include wage compression so that firefighters will reach the top base pay level after completing 9 years of service, whereas under the agreement expiring on April 30, 2013, firefighters would only reach the top base pay level after completing 16 years of service. This wage compression was introduced at the Union's request during negotiations. As such, the Union agrees and acknowledges that it will face a greater burden of proof, as is normally associated with a breakthrough contract proposal, if it seeks to add additional steps or longevity pay in any future agreement.

Section 12.2. Wage Schedule Administration. Step increases shall be granted on the applicable wage schedule, attached as Appendices A-1 through A-9 on an employee's anniversary date.

Section 12.3. Paramedics. A Firefighter who is licensed and in good standing as a paramedic shall be classified as a Firefighter/Paramedic and paid the annual salary called for in the Firefighter/Paramedic columns of Appendices A-1 to A-9, as applicable.

Time spent by paramedics in state-mandated training or related hospital-required training outside of scheduled work hours shall be paid at straight-time, not overtime rates. The Chief shall make reasonable efforts to schedule such training during on-duty time whenever possible and when staffing levels permit.

Employees shall continue to maintain paramedic licensure as a condition of employment.

Section 12.4. Wage Rates for Working Out of Classification. When an employee in the rank of Firefighter is required to assume the duties and responsibilities of the Shift Commander for ten (10) consecutive hours or more, he shall be paid an additional two dollars and twenty-five cents ($2.25) per hour for each such consecutive hour spent.

Section 12.5. Wages for Off-Duty Response. Employees responding for off-duty response will be paid at time and a half upon arrival to Station 1, so long as they return within the first thirty (30) minutes after the off-duty tone out has been issued. Arrivals after the time limit will not be paid. In the event of a large scale incident, disaster or multiple alarm emergency personnel may be permitted to respond after the first thirty minutes and will be compensated hourly based on their time of arrival.

ARTICLE XIII

UNIFORM ALLOWANCE

Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment shall be issued same, as necessary, but shall be required to clean and maintain such items properly and will be responsible for the return of specified items (e.g., protective clothing, bunker boots and pants, helmet, turnout coat, and pager/radio) upon cessation of employment.

The regular issue shall consist of the following items:

3 pair work pant	3 long sleeve shirts	3 short sleeve shirts
2 tee-shirts	1 pair hi-top boots	1 belt
1 work jacket	1 sweatshirt	

All badges and nametags required by the department.

Any requests for replacement items shall be submitted to the Chief of his designee on the form attached as appendix C.

ARTICLE XIV

INSURANCE

Section 14.1. (a) Coverage. The City shall continue to make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance and life insurance coverage and benefits as existed prior to the signing of this Agreement, so long as it is commercially available. Further, the City will continue to make available to employees who are under the age of 65 and who retire during the life of this Agreement, individual and dependent coverage (where the dependent(s) are under the age of 65) at group rates, with such premiums to be paid by the retired employees, for the life of this Agreement, so long as it is commercially available. Employees who retire with a minimum of

twenty (20) years' full-time service to the City and who are at least fifty (50) years of age and less than sixty-five (65) years of age, and their dependents who are under age sixty-five (65), can remain as participants in the City's health insurance plan, so long as the terms of that plan continue to permit such participation as required by law. The City reserves the right to change insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which predated this Agreement.

If the City reasonably believes it will be required to pay an excise tax for high-cost coverage ("Cadillac Tax") under the federal Affordable Care Act, then the City may request to reopen negotiations regarding this Section 14.1 (a). If the City requests to reopen negotiations regarding the Cadillac tax, then the parties shall immediately meet and negotiate over proposals to modify benefit levels to avoid imposition of the Cadillac tax. The scope of such negotiations shall be limited to Section 14.1 (a). Such reopener negotiations shall be subject to the impasse resolution under Section 14 of the Illinois Labor Relations Act if agreement is not reached within 60 days of the City's request to reopen negotiations, unless such date is mutually extended by the parties. The City and the Union agree to select an arbitrator at the time the reopener negotiations first begin, just in case the arbitrator's services become necessary, and further agree to only select an arbitrator who will agree to hold a hearing within 90 days, and issue an award within 120 days of his or her appointment.

(b) Cost. The City will continue to pay one-hundred percent (100%) of the cost of the premiums for full-time employees' individual and seventy-five percent (75%) of the cost of full-time employees' dependent group health and hospitalization insurance for employees who elect coverage under the HMO Option of the City

Plan. For employees who elect coverage under the PPO Option, the City will pay eighty-three percent (83%) of the premium cost for individual and seventy-five percent (75%) of the premium cost for dependent coverage. The employee's portion of premiums will be deducted from their paychecks.

(c) Employees injured in the line of duty. Employees injured in the line of duty shall be treated the same as current employees for insurance cost sharing purposes, as outlined in Section 14.1(a) above, for a period not to exceed twelve (12) months plus accrued vacation and other accrued paid time off. Thereafter, the employee shall pay for the full cost of his individual and dependent insurance coverage each month.

Section 14.2. IRC Section 125 Plan. The City will institute an IRC Section 125 Plan for employees, so long as such plan continues to be authorized by the Internal Revenue Code.

Section 14.3. Cost Containment. The City reserves the right to institute cost containment measures relative to insurance coverage so long as the insurance benefits and coverages remain substantially the same, provided that the City shall provide a notice to the Union President fifteen (15) days prior to any new or revised cost containment provisions.

Section 14.4. Life Insurance. The City shall provide, at no cost to the employee, the same group term life insurance coverage as is provided for other employees of the City.

Section 14.5. Post-Employment Health Plan. Effective January 1, 2002, the parties agree that the City shall participate in the establishment of a Post-Employment Health Plan (PEHP) for all bargaining unit employees. To implement such plan, the City is authorized to contribute the amount of $25.00 per pay period on behalf of each bargaining unit employee to the PEHP Trustee in accordance with the Employer Participation Agreement attached to this

Agreement as Appendix D. This amount shall be in addition to the employee's base wages and, when combined with such base wages, shall equal the amounts shown on Appendices A-1 through A-9.

Section 14.6. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the City, employee or beneficiary of any employee.

The provisions of this Section do not apply to self-insured medical benefits where the City's denial of benefits conflicts with the determinations of the City's plan administrator and/or the insurance company that provides coverage above the amount of the self-insured portion of the plan.

ARTICLE XV

GENERAL PROVISIONS

Section 15.1. 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 15.2. Fitness Examinations. If there is a bona fide and justifiable concern regarding an employee's fitness for duty, or fitness to return to duty following a layoff, unpaid leave of absence, extended sick leave for illness or injury, or disability leave, the City may require, at its expense (to the extent not covered by insurance), that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the City. The physician or medical professional shall only inform the City whether or not the employee cooperated with the examination and whether or not the employee is physically and mentally capable of performing the job. An employee shall be declared unfit for duty by such medical professional if his medical or physical condition renders his continued on-duty employment a safety or health risk to himself or others or if the employee fails to cooperate with the examination process. This Section is subject to statutory doctor/patient confidentiality rights of the employee.

In the event there is a conflict between the physician selected by the City and the employee's physician, the conflict shall be resolved by having the employee examined by a third physician. The third physician shall be selected by the City and the Union and shall be Board certified in the specialty area related to the medical condition in dispute. Any costs resulting from such examination not covered by the employee's medical insurance shall be split between the City and the employee. Until such time as the results from the third physician are received, the City may act based upon the recommendation of the City's physician.

In the event an employee has been declared fit for duty by his personal physician, but is awaiting an examination by a City physician for more than five (5) days after having so notified the City, that employee shall be placed on paid administrative leave in lieu of sick leave,

effective five (5) days after such date that his physician states he may return to duty and that he so notifies his employer, until such time as a determination is made by the City physician.

Section 15.3. Physical Fitness Requirements. During the term of this Agreement, the City and the Union agree to work together to establish a voluntary physical fitness program.

Section 15.4. Drug and Alcohol Testing. The City's drug and alcohol policy, as adopted by the City Council, shall be administered in compliance with the drug and alcohol testing policy and procedures as set forth in Appendix B, attached hereto and made a part of this Agreement.

Section 15.5. Outside Employment. Employees shall file and keep current with the Fire Chief a written record, including a description of the duties involved, of their outside employment (including self-employment) and addresses and telephone numbers where they can be contacted if necessary. Employees may not hold outside jobs, including self-employment, which result in a conflict of interest, impair their ability to perform their Fire Department duties, or constitute an unusual or unreasonable risk of injury or illness.

Employees who suffer an occupational injury or disability compensable under the Workers' Compensation Act as a direct result of other employment or outside business interests shall not be eligible for workers' compensation benefits from the City. An employee's filing for a claim for workers' compensation benefit from the City for an injury or disability that is the direct result of other employment or an outside business will result in discipline, up to and including discharge.

An employee who suffers an injury or disability that is the direct result of other employment or an outside business shall have the obligation to file a claim for such workers' compensation benefits as may be available to him from his other employment or outside business. Upon receiving workers' compensation benefits awarded to him pursuant to such

claim, he shall reimburse the City for sick leave used while absent due to his compensable injury or disability, provided that such reimbursement shall not exceed the amount of absence-from-work benefits received pursuant to his workers' compensation claim.

Section 15.6. No Smoking. Smoking and other use of tobacco products has been shown to be injurious to the health and physical fitness of the user and others who may be exposed to the smoke or other residue of tobacco use. The Union endorses the City's efforts to encourage firefighters voluntarily to refrain from tobacco use on or off duty. Employees who do smoke will confine their smoking to designated areas.

Section 15.7. Pay of Unused Holiday Time or Vacation Time Upon Termination. At the time of termination, if an employee has any earned unused holiday time or vacation time, said time will be paid in full to the employee at the employee's regular hourly rate. In the event of an employee's death, all earned unused holiday and vacation time will be paid to the employee's beneficiary.

Section 15.8. Safety Rule. Effective no later than November 1, 1998, the Fire Department, consistent with the NFPA 1500 Standard of the Fire Department Occupational Safety and Health Program, Emergency Operations, Sections 6-4.3 and 6-4.4, shall modify its SOPs for responding to a structural fire to include the following safety rule:

(1) at least four (4) firefighters shall be assembled at the scene of a working structural fire before initiating interior firefighting operations;

(2) a hose line shall not be advanced into the interior of a working structural fire unless there is a team of two (2) or more to advance the hose line plus:

(a) one (1) additional firefighter outside the structure whose primary, but not exclusive responsibility shall be to operate the pump, charge the line, and

maintain water pressure in the line while the team is inside the structure; and

(b) one (1) additional firefighter who shall remain outside the hazardous area where the team is operating. This firefighter's primary responsibilities shall be to maintain a constant awareness of the number and identity of firefighters operating in the hazardous area, their location and function and time of entry. He shall remain in radio, visual, voice or signal line communication with the interior team.

For the purpose of this rule, a "working structural fire" shall be defined as any fire that requires the use of a one and one-half (1½") inch or larger fire attack hose and that also requires the use of self-contained breathing apparatus (SCBA) for members entering the hazardous area. Excerpts from the NFPA 1500 Standard referenced here are as follows:

> "6-4.3 Members operating in hazardous areas at emergency incidents shall operate in teams of two or more. Team members operating in hazardous areas shall be in communication with each other through visual, audible, physical, safety guide rope, or electronic means, or by other means in order to coordinate their activities. Team members shall be in close proximity to each other to provide assistance in case of emergency."
>
> "6-4.4 In the initial stages of an incident where only one team is operating in the hazardous area, at least one additional member shall be assigned to stand by outside of the hazardous area where the team is operating. The stand-by member shall be responsible for maintaining a constant awareness of the number and identity of members operating in the hazardous area, their location and function and time of entry. The stand-by member shall remain in radio, visual, voice, or signal line communications with the team."

Section 15.9. Firefighter Identification. In consideration of ensuring a positive relationship between sworn members of the North Chicago Fire Department and the citizens they serve and the security of such employees, the City agrees that it shall not authorize any other City employees or persons to use or display the uniforms, shields, insignia or other emblems of

the North Chicago Fire Department or to otherwise impersonate the bona fide members of the North Chicago Fire Department.

Section 15.10. Residency. Employees must live within the following borders, so long as they reside within the State of Illinois. Northern border – Illinois State line; Eastern border – Lake Michigan; Western border – Route 23; Southern border – I88. Probationary employees will receive the full eighteen (18) months in which to comply with the residency requirements. Employees returning for off-duty response calls will be paid in accordance with Section 12.5 Wages for Off-Duty Response.

Section 15.11. Training Reimbursement. Applicants hired after the effective date of this contract who receive training from the City, including but not limited to initial training for their certification as firefighters or firefighter/paramedics, and who thereafter leave the employment of the City for reasons other than disability leave to be employed by another fire department or EMS-related service within four (4) years of receiving such training, shall reimburse the City for all of the City's costs and expenses expended by the City in providing such training to such employee(s) as follows:

Within one year of date of hire: 100% of training costs

Within two years of date of hire: 80% of training costs

Within three years of date of hire: 60% of training costs

Within four years of date of hire: 40% of training costs

These provisions may be voluntarily waived by the City under unusual circumstances at the City's sole and absolute discretion.

Section 15.12. Department SOG's. Employees shall be provided with a copy of the Department's current effective SOG's on or before April 30, 2006.

Section 15.13. Labor-Management Meetings. The parties agree to hold labor-management luncheon meetings, to discuss matters or problems of concern or interest. These luncheon meetings shall last for about one (1) hour, on dates mutually agreed by the parties, and shall be attended by up to three (3) union representatives and up to three (3) management representatives, including a representative of the City's Human Resources Department. Employees on duty during such meetings shall not lose compensation for time spent during such meetings, although employees attending off duty shall not be compensated for such time. These labor-management luncheon meetings shall not be held for the purpose of conducting collective bargaining negotiations, and such meetings may be cancelled or rescheduled upon mutual agreement of the parties.

Section 15.14. Drivers' License. An employee must notify his supervisor of the suspension or revocation of his State Drivers' License immediately upon such suspension or revocation. Failure to notify the supervisor of the suspension or revocation of an employee's drivers; license may result in immediate disciplinary action imposed upon the employee, up to and including discharge. Further, employees may be terminated if they are convicted of the offense of driving under the influence of alcohol or drugs.

Section 15.15. Qualified Substiture Firefighters/Paramdedis

A. Qualified Employees

The parties jointly recognize the importance of staffing shifts with Firefighter/Paramedics qualified and hired in accordance with the high standards established under Illinois law (65 ILCS 10-2.1-4). Therefore, in accordance with the duties and authority vested in them under such law, the parties agree to the following:

1. The Employer currently assigns either nine (9) or ten (10) Firefighters/Paramedics per shift;

2. Employees are provided pursuant to Article 9.3 (e) up to no more than two (2) slots on each shift to cover vacations, Kelly Days and other contractually scheduled time off;

3. (a) No non-certificated, non-classified employee may be substituted for a full time classified certificated bargaining unit employee who is off duty due to contractually recognized leave except as provided under the terms of this section. (b) The Employer administratively maintains a minimum of six (6) classified, full time sworn bargaining unit employees per shift, plus a Shift Commander or Acting Shift Commander, which number shall, absent changed circumstances, be maintained during the term of this Agreement. In such event this Agreement shall be renegotiated open the request of either party.

4. Any shortages of staffing in such minimum standards shall be filled in accordance with the procedures of Article 4.6 (overtime procedures) of this Agreement provided such shortages can be filled by bargaining unit employees called in to work on their scheduled time off other than scheduled vacations and provided further that bargaining unit employees may not be scheduled more than 48 consecutive hours of duty. In the event the staffing shortage cannot be filled by the overtime assignment of bargaining unit employees, the Employer may employ temporary substitutes subject to the conditions and terms specified in 15.2.B.

5. The Employer may also employ qualified non-certificated employees on a part-time basis as supplemental personnel so long as a minimum of six (6) bargaining unit employees are on duty, which number shall, absent changed circumstances, (i.e. the closing of a station) be maintained during the term of this Agreement. In such event this agreement shall be renegotiated upon the request of either party.

B. Variances

1. The Union agrees to a variance from 10.2.1-4 subject to the following conditions:

(a) Work assignments shall be first offered through the Union to persons who are qualified and ranked on the City's eligibility roster may be assigned as substitutes when there is a shortage of full-time employees on the shift because of paid leave or Kelly days off.

(b) Such work assigned may be for a temporary full time assignment or for part-time assignment during a specified period of disability.

(c) Such work assignments shall be offered to persons ranked on the eligibility list in the order of their ranking on the eligibility list.

2. In the event the shortage cannot be filled by the Union through the use of candidates on the eligibility list, the shortage may be temporarily filled by part-time certified firefighter/paramedics from a list provided by the Union. Persons on such list shall meet the following requirements:

(a) They shall be fully certified full time firefighter/paramedics.

(b) They shall be employed as full-time firefighters in a full-time professional fire department in the Chicago metropolitan area, who are certified as a Paramedic within the Northern Lake County EMS system.

(c) They shall be screened and approved by the Union, which shall develop a list of qualified referrals from which the City shall hire

all part-time firefighters under this Agreement, provided that if the Union is unable to provide the requisite overall number of part-time employees reasonably satisfactory to the City (bearing in mind the selection or retention of individual part-time employees shall be at the discretion of the City), the City will fill the positions through other sources, including private contractors provided they meet the requirements of subparagraphs (a), (d) and (e) of this paragraph 2.

(d) They shall be available for part-time firefighter slots on the North Chicago Fire Department on a regular basis (i.e., available to work the days not filled by bargaining unit firefighters on the shift in question) so as to minimize the number of part-time firefighters utilized.

(e) They shall be required to complete the physical agility tests required for full time applicants or the CPAT test.

3. Part-time certified firefighters hired by the City from the Union's referral list shall not be part of the bargaining unit, shall be considered for all purposes as at-will employees, shall be ineligible for any fringe benefits from the City (except for workers' compensation coverage as provided to other City employees) and shall not be subject to the provisions of the City's personnel policies except as the City may specifically provide in writing.

4. The City retains the right to hire anyone it chooses from the Union's referral list and to dismiss any part-time firefighter at will. The Union, as the developer of the hiring list, shall comply in its screening and recruitment practices with all applicable state and

federal laws regarding discrimination and equal employment opportunity and shall defend and indemnify the City against any liability for decisions made by the Union in connection with recruitment, screening and placement of prospective part-time employees on the qualified list from which the City shall hire part-time firefighters.

5. The Union will be responsible for securing suitable replacements in the event an employee scheduled to work does not do so, and must advise the Chief of the change as soon as practicable. Part-time firefighters filling a position may be scheduled to work full 24-hour shifts or split shifts of 12 hours may be allowed where necessary and approved by the Chief.

6. The City shall pay part-time firefighters at the rate of at least $15.00 per hour and they shall be covered by the City's Worker Compensation policy. Part-time firefighters shall be paid overtime in accordance with the requirements of Section 7(k) of the Fair Labor Standards Act.

7. If, for any reason the Union is unable to provide a sufficient supply of qualified part-time firefighters through the referral arrangement contemplated by this Agreement to fill each and every vacant slot not filled by bargaining unit firefighters in the periods when a shortage exists, the Union is unable to fill part or all of a shift on any of the vacant positions, the Union understands and agrees that the City may obtain firefighters to meet its temporary staffing needs from its own source pending the filling of the vacancy from the Fire and Police Commission's eligibility roster. Any such variance from hiring from the eligibility roster shall not exceed 180 days.

8. In order to expedite the filling of vacancies from the eligibility roster, the parties further agree to the following:

(a) Employees who have been subject to absence from regular duty due to job related illness or injury for an extended period of six months or longer shall be evaluated by a board certified physician in the specialty area relating to the condition causing the inability to perform regular duty. The physician shall render an opinion as to whether the employee can be expected to return to regular duty prior to expiration of the 12 month leave provided by PEDA. Any disputes between such physician's opinion and the opinion of the employee's physician shall be resolved in accordance with the provisions of 15.2 of this Agreement. If this determination is that the employee will be unable to return to regular duty within the remaining period of his/her PEDA leave, the employee shall, no later than 10 days after issuance of such opinion or immediately after the expiration of the 12 months PEDA leave, apply for a disability pension. If an employee has not filed an application for disability or regular pension (as applicable), the Chief may file charges seeking the employee's dismissal; provided that prior to filing such charges, the Chief shall provide the employee with written notice of his intent to do so. If the employee provides the Fire Chief with proof that he has filed an application for disability or regular pension within fifteen (15) days after receipt of the Chief's notice of intent to file charges in accordance with 40 ILCS 5/4-112, the Chief shall withdraw the notice of intent to file and

not file any charges for dismissal. If the employee's pension application is granted, the Employer shall begin the hiring process to fill the vacancy created by such separation no later than ten (10) days after the employee's retirement. In the event the employee's disability is subsequently removed, the employee shall be restored to active duty as provided by 40 ILCS 5/4-112.

(b) The parties further agree that the Employer may hire firefighter/paramedics to fill vacancies or regular full time positions who have qualified for appointment from an eligibility roster established in accordance with 65 ILCS 5/10-2.1-4, 5/10-1-14 or 70 ILCS 705/16.06 provided the employee passes the background check and physical agility test required under the rules of the North Chicago Fire and Police Commission. After completing probation, such employee shall be placed on the salary schedule at a step commensurate with his/her prior experience, as reasonably determined by the City, provided the Union reserves the right to seek to modify the City's initial placement during negotiations for the successor Agreement.

9. The parties further agree that the City may hire and utilize paid-on-call personnel to supplement the City's efforts to provide services, so long as the use of such supplemental personnel does not infringe upon the regular shift duties or overtime opportunities normally available to bargaining unit personnel. The Union specifically waives any further legal

obligations which may be placed upon the City by law in the hiring and utilization of such personnel.

ARTICLE XVI

BOARD OF FIRE AND POLICE COMMISSIONERS

The parties recognize that the Board of Fire and Police Commissioners of the City of North Chicago has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce reasonable rules and regulations which are not inconsistent with the terms of this Agreement. Except as specifically provided for in Section 5.8, nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners, consistent with the provisions of the Illinois Board of Fire and Police Commissioners Act, the Illinois Public Labor Relations Act and the terms of this Agreement.

ARTICLE XVII

PROMOTIONS

Section 17.1. General. Promotions to the rank of Fire Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotions Act, effective August 4, 2003, Public Act 93-411, 50 ILCS 742 (hereinafter the "Act"). A copy of this Act is attached as "Appendix E" 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.

Section 17.2. 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 the same date, a vacancy shall occur in the fire fighter rank, provided that the position or position 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 17.3. Eligibility. All promotions to lieutenant shall be made from employees in the fire fighter rank who have at least five (5) 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 17.4. Rating Factors and Weights. All Examinations shall be impartial and shall relate to those matter 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 six (6) components weighted as specified:

	Objective Component	% Weight
1.	Written Examination	50%
2.	Seniority	5%
3.	Ascertained Merit	15%
4.	Peer Review	5%
5.	Local Assessment	20%
6.	Chief's Evaluation	5%

Section 17.5. Test Components.

(a) Written Examination: The written examination shall be administered in accordance with the procedure set forth below:

The written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test or off-site by a *bona fide* testing agency. Every examinee shall have the right to:

1. Obtain his or her score on the examination on the date 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).

2. 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.

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, Board of Fire and Police Commissioners, or 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 Article and the IFDPA 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.

The Department shall maintain reading and study materials for its current written examination and the reading list for the last two (2) written examinations; or for a period of three (3) years, whichever is less, for the rank of Lieutenant and shall make these materials available and accessible at each fire station.

(b) Ascertained Merit: Ascertained merit points shall be awarded for education, training and Office of the State Fire Marshal certification in subjects and skills related to the fire service, as set forth below.

Merit Criteria	Point Value
Fire Fighter III/Advanced Firefighter	2.5
Fire Apparatus Engineer	2.5
Fire Investigator	2.5
Fire Officer I	5
Fire Officer II	5
Fire Officer III	5
Fire Prevention Officer	2.5
Hazardous Material Technician A	2.5
Fire Inspector I	2.5
Fire Inspector II	2.5
Juvenile Fire Setter	.5
Associates Degree in Fire Science/EMS	5
Bachelors Degree in Fire Science from an Accredited College/EMS	7
Pediatric Advanced Life Support Certification	.5
Advanced Cardiac Life Support Certification	.5
Basic Trauma Life Support Certification	.5
CPR Instructor	.5
Hazmat Tech B	2.5
Associates Degree not in Fire Science from an Accredited College	2.5
Bachelors Degree not in Fire Science from an Accredited College	5

Scoring for Ascertained Merit shall be as follows:

15 + points = 15%

14 points = 14%

13 points = 13%

12 points = 12%

11 points = 11%

10 points = 10%

9 points = 9%

8 points = 8%

7 points = 7%

6 points = 6%

5 points = 5%

4 points = 4%

3 points = 3%

2 points = 2%

1 point = 1%

(c) Seniority: Candidates shall receive credit for seniority based upon the following formula:

5 years = 1%

6-10 years = 2%

11-15 years = 3%

16-20 years = 4%

21 + years = 5%

(d) Peer Review: The Chief shall administer a peer review process of candidates using a forced-choice matrix among all non-probationary members of the bargaining unit as described in Appendix D. The tally of the scores awarded shall be conducted by the Chief in the company of the Union President or their designee(s).

(e) Local Assessment: Local Assessment points shall be determined by a local assessment team. Such team shall consist of three (3) members of the Board of Fire and Police Commissioners, one (1) member appointed by the Union, who shall be of equal or greater rank than the position tested for and not employed by the City of North Chicago, and the Fire Chief or

his appointee. Such local assessment team shall consider the factors of leadership, teamwork, performance under stress of emergency and ethics and values, North Chicago Fire Department emergency response including North Chicago MABAS box cards, North Chicago Fire SOGs, among other criteria. Such assessment may include an oral interview and an in-basket exercise. The assessment board shall meet by mutual agreement, shall act by majority vote, and may adopt such procedures and policies as would further the purposes of the board, including but not limited to considering the engagement of the services of outside evaluation consultants and professionals at no additional cost to the City of North Chicago.

(f) Chief's Points: Candidates shall be evaluated by the City's Fire Chief ("Chief") as to various attributes as determined by the Chief in a manner consistent with Section 50 of the Act. The assessment shall include, among other things, evaluation of the following categories:

- Preparation and maintenance of written reports and records
- Participation in training activities and study of modern firefighting methods and techniques
- Leading drills
- Assumption of command of personnel and apparatus at fire scenes
- Reliability and initiative
- Conducting size-up of situations
- Directing and coordinating suppression
- Conducting rescue and salvage operations
- Disciplinary history
- Inspection of commercial, industrial and other buildings for fire hazards, adequacy of fire prevention equipment and fire escapes, and compliance with fire prevention codes

- Planning, organization, supervision, monitoring and evaluation of the work of subordinate personnel

(g) Veteran's Points: A candidate on the preliminary promotion list who is eligible for veteran's points under 65 ILCS 5/10-1.16 may file a written application within ten (10) days after the initial posting of the preliminary promotion list. If requested, the veteran's points shall be added to the candidate's total score on the preliminary promotion list. The City shall then make adjustments to the rank order on the preliminary promotion list based on any veteran's points that have been awarded. The final promotion list shall then be posted on the bulletin board at each fire station listing in rank order by name, from highest to lowest, the scores of all candidates.

Any candidate who wishes to withdraw from the promotional process at any point before the completion of all the components of the examination process shall do so by promptly advising the Fire Chief in writing.

Section 17.6. Scoring of Components. Unless otherwise provided in this Article XVII, each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighing factor assigned to the component on the test and scores of all components shall be added to produce a total score based on a scale of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotion list.

A candidate on a preliminary promotion list, who is eligible for veteran's preference under the laws of 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 other applicable law, and added to the total score achieved by the candidate on the preliminary promotion list. 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 posted on a bulletin board in each station and copies provided to the Union and all candidates.

Section 17.7. Right to Review. The Union or any affected employee 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. Requests for review shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test, other than the accuracy of the computations of the points awarded

With respect to any claimed violation of this Article, only disputes relating to a claim that the Village failed to follow the requirements of this Article in administering promotional tests may be resolved and remedied by filing a grievance as provided by Article XII of this Agreement, subject to the following conditions:

A. Only objective grievances shall be allowed under the grievance procedure.

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

Section 17.8. Order of Selection. Whenever a lieutenant's position is created or becomes vacant due to resignation, discharge, promotion, death, or granting of a permanent disability or retirement pension, or any other cause, and the position continues to be funded and authorized by the corporate authorities, 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

ranking 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 (or, if remediable, have not been remedied), 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 the grievance procedure in Article XII of this Agreement.

Section 17.9. Maintenance of Promotional Lists. Final eligibility lists shall be effective for a period of three (3) years from the date of initial posting. The Employer shall take all necessary steps to ensure that the Fire and Police Commission maintain in effect current eligibility lists so that promotional vacancies are filled not later than thirty (30) days after the occurrence of the vacancy. As a list nears expiration, the Fire and Police Commission shall take all necessary steps to form the next list before the expiration of the current list.

ARTICLE XVIII

SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted Federal or State Legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations.

ARTICLE XIX

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties as to those terms included herein, and concludes collective bargaining between the parties with regard to those agreed terms for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express provisions of this Agreement, unless otherwise expressly stated in this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the 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 covered by this Agreement, except as stated below.

Should the City decide to enter into an agreement with the federal government to perform fire protection and/or EMS services at locations within the jurisdiction of the City's Fire Department which are now performed by the federal government, and where such services may be performed by Fire Department members not hired through the City's Fire and Police Commission, then before such members are hired to perform such work, the City will, upon request from the Union, bargain collectively with the Union over the possible use of members not hired through the City's Fire and Police Commission to perform such work, and if agreement is not reached between the parties during such negotiations, then the dispute may be submitted to

interest arbitration for resolution in accordance with the procedures of Article 14 of the Illinois Public Labor Relations Act.

ARTICLE XX
DURATION

Except as otherwise provided herein, this Agreement shall be effective as of the date of ratification of this Agreement by both parties, and shall remain in full force and effect until 11:59 p.m. on the 30th day of April 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the April 30 anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the April 30 anniversary date.

Executed this 6th day of February, 2014

CITY OF NORTH CHICAGO:

NORTH CHICAGO FIREFIGHTERS ASS'N, IAFF LOCAL NO. 3271

APPENDIX A-1

Effective May 1, 2013 (0% Increase)

STEP	DESCRIPTION	BASE WAGES	FIREFIGHTER WAGES + PEHP	FIREFIGHTER/ PARAMEDIC	FIREFIGHTER/ PARAMEDIC + PEHP
P1	STARTING (PROBATIONARY PERIOD)	$42,713.00	$43,363.00	$47,215.00	$47,865.00
P2	AFTER COMPLETION OF 1 YEAR	$45,666.00	$46,316.00	$50,169.00	$50,819.00
P3	AFTER COMPLETION OF 2 YEARS	$48,616.00	$49,266.00	$53,120.00	$53,770.00
P4	AFTER COMPLETION OF 3 YEARS	$50,813.00	$51,463.00	$55,316.00	$55,966.00
P5	AFTER COMPLETION OF 4 YEARS	$55,198.00	$55,848.00	$59,701.00	$60,351.00
P6	AFTER COMPLETION OF 6 YEARS	$59,586.00	$60,236.00	$64,090.00	$64,740.00
P7	AFTER COMPLETION OF 9 YEARS	$61,778.00	$62,428.00	$66,280.00	$66,930.00
P8	AFTER COMPLETION OF 10 YEARS	$66,164.00	$66,814.00	$71,070.00	$71,720.00
P9	AFTER COMPLETION OF 13 YEARS	$66,429.00	$67,079.00	$71,355.00	$71,985.00
P10	AFTER COMPLETION OF 16 YEARS	$66,685.00	$67,335.00	$71,591.00	$72,241.00

*Years of service as referred to this description column refer to length of service which counts toward completion of the probationary period and which is counted for seniority purposes as defined in Section 7.1 and 7.2 of this Agreement.

LIEUTENANTS

STEP	DESCRIPTION	BASE WAGES	LT. WAGES + PEHP	LT. PARAMEDIC	LT. PARAMEDIC + PEHP
P1	STARTING (PROBATIONARY PERIOD)	$45,329	$45,979	$50,050	$50,700
P2	AFTER COMPLETION OF 1 YEAR	$48,458	$49,108	$53,178	$53,828
P3	AFTER COMPLETION OF 2 YEARS	$51,586	$52,236	$56,307	$56,957
P4	AFTER COMPLETION OF 3 YEARS	$53,914	$54,564	$58,635	$59,285
P5	AFTER COMPLETION OF 4 YEARS	$58,562	$59,212	$63,284	$63,934
P6	AFTER COMPLETION OF 6 YEARS	$63,214	$63,864	$67,935	$68,585
P7	AFTER COMPLETION OF 9 YEARS	$65,538	$66,188	$70,258	$70,908
P8	AFTER COMPLETION OF 10 YEARS	$70,186	$70,836	$75,333	$75,983
P9	AFTER COMPLETION OF 13 YEARS	$70,451	$71,101	$75,598	$76,248
P10	AFTER COMPLETION OF 16 YEARS	$70,706	$71,356	$75,853	$76,503

APPENDIX A-2

Effective May 1, 2014 (Step Adjustments)

STEP	DESCRIPTION	BASE WAGES	FIREFIGHTER WAGES + PEHP	FIREFIGHTER/ PARAMEDIC	FIREFIGHTER/ PARAMEDIC + PEHP
P1	STARTING (PROBATIONARY PERIOD)	$45,666	$46,316	$50,169	$50,819
P2	AFTER COMPLETION OF 1 YEAR	$48,616	$49,266	$53,120	$53,770
P3	AFTER COMPLETION OF 2 YEARS	$50,813	$51,463	$55,316	$55,966
P4	AFTER COMPLETION OF 3 YEARS	$55,198	$55,848	$59,701	$60,351
P5	AFTER COMPLETION OF 4 YEARS	$59,586	$60,236	$64,090	$64,740
P6	AFTER COMPLETION OF 5 YEARS	$61,778	$62,428	$66,280	$66,930
P7	AFTER COMPLETION OF 6 YEARS	$66,164	$66,814	$71,070	$71,720
P8	AFTER COMPLETION OF 7 YEARS	$66,429	$67,079	$71,355	$72,005
P9	AFTER COMPLETION OF 8 YEARS	$66,685	$67,335	$71,591	$72,241
P10	AFTER COMPLETION OF 9 YEARS	$67,352	$68,002	$72,307	$72,957

*Years of service as referred to this description column refer to length of service which counts toward completion of the probationary period and which is counted for seniority purposes as defined in Section 7.1 and 7.2 of this Agreement.

LIEUTENANTS

STEP	DESCRIPTION	BASE WAGES	LT. FIREFIGHTER WAGES + PEHP	LT. PARAMEDIC	LT. PARAMEDIC + PEHP
P1	STARTING (PROBATIONARY PERIOD)	$48,458	$49,108	$53,178	$53,828
P2	AFTER COMPLETION OF 1 YEAR	$51,586	$52,236	$56,307	$56,957
P3	AFTER COMPLETION OF 2 YEARS	$53,914	$54,564	$58,635	$59,285
P4	AFTER COMPLETION OF 3 YEARS	$58,562	$59,212	$63,284	$63,934
P5	AFTER COMPLETION OF 4 YEARS	$63,214	$63,864	$67,935	$68,585
P6	AFTER COMPLETION OF 5 YEARS	$65,538	$66,188	$70,258	$70,908
P7	AFTER COMPLETION OF 6 YEARS	$70,186	$70,836	$75,333	$75,983
P8	AFTER COMPLETION OF 7 YEARS	$70,451	$71,101	$75,598	$76,248
P9	AFTER COMPLETION OF 8 YEARS	$70,706	$71,356	$75,853	$76,503
P10	AFTER COMPLETION OF 9 YEARS	$71,413	$72,063	$76,612	$77,262

APPENDIX A-3

Effective November 1, 2014 (0.5% Equity Increase)

STEP	DESCRIPTION	BASE WAGES	FIREFIGHTER WAGES + PEHP	FIREFIGHTER/ PARAMEDIC	FIREFIGHTER/ PARAMEDIC + PEHP
P1	STARTING (PROBATIONARY PERIOD)	$45,894	$46,544	$50,420	$51,070
P2	AFTER COMPLETION OF 1 YEAR	$48,859	$49,509	$53,386	$54,036
P3	AFTER COMPLETION OF 2 YEARS	$51,067	$51,717	$55,593	$56,243
P4	AFTER COMPLETION OF 3 YEARS	$55,474	$56,124	$59,999	$60,649
P5	AFTER COMPLETION OF 4 YEARS	$59,884	$60,534	$64,410	$65,060
P6	AFTER COMPLETION OF 5 YEARS	$62,087	$62,737	$66,611	$67,261
P7	AFTER COMPLETION OF 6 YEARS	$66,495	$67,145	$71,425	$72,075
P8	AFTER COMPLETION OF 7 YEARS	$66,761	$67,411	$71,712	$72,362
P9	AFTER COMPLETION OF 8 YEARS	$67,018	$67,668	$71,949	$72,599
P10	AFTER COMPLETION OF 9 YEARS	$67,689	$68,339	$72,669	$73,319

*Years of service as referred to this description column refer to length of service which counts toward completion of the probationary period and which is counted for seniority purposes as defined in Section 7.1 and 7.2 of this Agreement.

LIEUTENANTS

STEP	DESCRIPTION	BASE WAGES	LT. FIREFIGHTER WAGES + PEHP	LT. PARAMEDIC	LT. PARAMEDIC + PEHP
P1	STARTING (PROBATIONARY PERIOD)	$48,700	$49,350	$53,444	$54,094
P2	AFTER COMPLETION OF 1 YEAR	$51,844	$52,494	$56,589	$57,239
P3	AFTER COMPLETION OF 2 YEARS	$54,184	$54,834	$58,928	$59,578
P4	AFTER COMPLETION OF 3 YEARS	$58,855	$59,505	$63,600	$64,250
P5	AFTER COMPLETION OF 4 YEARS	$63,530	$64,180	$68,275	$68,925
P6	AFTER COMPLETION OF 5 YEARS	$65,866	$66,516	$70,609	$71,259
P7	AFTER COMPLETION OF 6 YEARS	$70,537	$71,187	$75,710	$76,360
P8	AFTER COMPLETION OF 7 YEARS	$70,803	$71,453	$75,976	$76,626
P9	AFTER COMPLETION OF 8 YEARS	$71,060	$71,710	$76,232	$76,882
P10	AFTER COMPLETION OF 9 YEARS	$71,770	$72,420	$76,995	$77,645

APPENDIX A-4

Effective May 1, 2015 (1% for Lt., Lt.-P, and FF-P at Steps 4+; 0% COLA for all others)

STEP	DESCRIPTION	BASE WAGES	FIREFIGHTER WAGES + PEHP	FIREFIGHTER/ PARAMEDIC	FIREFIGHTER/ PARAMEDIC + PEHP
P1	STARTING (PROBATIONARY PERIOD)	$45,894	$46,544	$50,420	$51,070
P2	AFTER COMPLETION OF 1 YEAR	$48,859	$49,509	$53,386	$54,036
P3	AFTER COMPLETION OF 2 YEARS	$51,067	$51,717	$55,593	$56,243
P4	AFTER COMPLETION OF 3 YEARS	$55,474	$56,124	$60,599	$61,249
P5	AFTER COMPLETION OF 4 YEARS	$59,884	$60,534	$65,055	$65,705
P6	AFTER COMPLETION OF 5 YEARS	$62,087	$62,737	$67,278	$67,928
P7	AFTER COMPLETION OF 6 YEARS	$66,495	$67,145	$72,140	$72,790
P8	AFTER COMPLETION OF 7 YEARS	$66,761	$67,411	$72,429	$73,079
P9	AFTER COMPLETION OF 8 YEARS	$67,018	$67,668	$72,668	$73,318
P10	AFTER COMPLETION OF 9 YEARS	$67,689	$68,339	$73,396	$74,046

*Years of service as referred to this description column refer to length of service which counts toward completion of the probationary period and which is counted for seniority purposes as defined in Section 7.1 and 7.2 of this Agreement.

LIEUTENANTS

STEP	DESCRIPTION	BASE WAGES	LT. FIREFIGHTER WAGES + PEHP	LT. PARAMEDIC	LT. PARAMEDIC + PEHP
P1	STARTING (PROBATIONARY PERIOD)	$48,700	$49,350	$53,978	$54,628
P2	AFTER COMPLETION OF 1 YEAR	$51,844	$52,494	$57,154	$57,804
P3	AFTER COMPLETION OF 2 YEARS	$54,184	$54,834	$59,517	$60,167
P4	AFTER COMPLETION OF 3 YEARS	$58,855	$59,505	$64,236	$64,886
P5	AFTER COMPLETION OF 4 YEARS	$63,530	$64,180	$68,957	$69,607
P6	AFTER COMPLETION OF 5 YEARS	$65,866	$66,516	$71,315	$71,965
P7	AFTER COMPLETION OF 6 YEARS	$70,537	$71,187	$76,467	$77,117
P8	AFTER COMPLETION OF 7 YEARS	$70,803	$71,453	$76,736	$77,386
P9	AFTER COMPLETION OF 8 YEARS	$71,060	$71,710	$76,995	$77,645
P10	AFTER COMPLETION OF 9 YEARS	$71,770	$72,420	$77,765	$78,415

APPENDIX A-5

Effective November 1, 2015 (1% for Lt., Lt.-P, and FF-P at Steps 4+; 0% for all others)

STEP	DESCRIPTION	BASE WAGES	FIREFIGHTER WAGES + PEHP	FIREFIGHTER/ PARAMEDIC	FIREFIGHTER/ PARAMEDIC + PEHP
P1	STARTING (PROBATIONARY PERIOD)	$45,894	$46,544	$50,420	$51,070
P2	AFTER COMPLETION OF 1 YEAR	$48,859	$49,509	$53,386	$54,036
P3	AFTER COMPLETION OF 2 YEARS	$51,067	$51,717	$55,593	$56,243
P4	AFTER COMPLETION OF 3 YEARS	$55,474	$56,124	$61,205	$61,855
P5	AFTER COMPLETION OF 4 YEARS	$59,884	$60,534	$65,705	$66,355
P6	AFTER COMPLETION OF 5 YEARS	$62,087	$62,737	$67,950	$68,600
P7	AFTER COMPLETION OF 6 YEARS	$66,495	$67,145	$72,861	$73,511
P8	AFTER COMPLETION OF 7 YEARS	$66,761	$67,411	$73,153	$73,803
P9	AFTER COMPLETION OF 8 YEARS	$67,018	$67,668	$73,395	$74,045
P10	AFTER COMPLETION OF 9 YEARS	$67,689	$68,339	$74,130	$74,780

*Years of service as referred to this description column refer to length of service which counts toward completion of the probationary period and which is counted for seniority purposes as defined in Section 7.1 and 7.2 of this Agreement.

LIEUTENANTS

STEP	DESCRIPTION	BASE WAGES	LT. FIREFIGHTER WAGES + PEHP	LT. PARAMEDIC	LT. PARAMEDIC + PEHP
P1	STARTING (PROBATIONARY PERIOD)	$48,700	$49,350	$54,518	$55,168
P2	AFTER COMPLETION OF 1 YEAR	$51,844	$52,494	$57,726	$58,376
P3	AFTER COMPLETION OF 2 YEARS	$54,184	$54,834	$60,113	$60,763
P4	AFTER COMPLETION OF 3 YEARS	$58,855	$59,505	$64,879	$65,529
P5	AFTER COMPLETION OF 4 YEARS	$63,530	$64,180	$69,647	$70,297
P6	AFTER COMPLETION OF 5 YEARS	$65,866	$66,516	$72,029	$72,679
P7	AFTER COMPLETION OF 6 YEARS	$70,537	$71,187	$77,231	$77,881
P8	AFTER COMPLETION OF 7 YEARS	$70,803	$71,453	$77,503	$78,153
P9	AFTER COMPLETION OF 8 YEARS	$71,060	$71,710	$77,765	$78,415
P10	AFTER COMPLETION OF 9 YEARS	$71,770	$72,420	$78,542	$79,192

APPENDIX A-6

Effective May 1, 2016 (2.0% Cost of Living Adjustment)

STEP	DESCRIPTION	BASE WAGES	FIREFIGHTER WAGES + PEHP	FIREFIGHTER/ PARAMEDIC	FIREFIGHTER/ PARAMEDIC + PEHP
P1	STARTING (PROBATIONARY PERIOD)	$46,812	$47,462	$51,428	$52,078
P2	AFTER COMPLETION OF 1 YEAR	$49,836	$50,486	$54,453	$55,103
P3	AFTER COMPLETION OF 2 YEARS	$52,088	$52,738	$56,704	$57,354
P4	AFTER COMPLETION OF 3 YEARS	$56,583	$57,233	$62,429	$63,079
P5	AFTER COMPLETION OF 4 YEARS	$61,082	$61,732	$67,019	$67,669
P6	AFTER COMPLETION OF 5 YEARS	$63,329	$63,979	$69,309	$69,959
P7	AFTER COMPLETION OF 6 YEARS	$67,825	$68,475	$74,318	$74,968
P8	AFTER COMPLETION OF 7 YEARS	$68,096	$68,746	$74,616	$75,266
P9	AFTER COMPLETION OF 8 YEARS	$68,359	$69,009	$74,863	$75,513
P10	AFTER COMPLETION OF 9 YEARS	$69,042	$69,692	$75,612	$76,262

*Years of service as referred to this description column refer to length of service which counts toward completion of the probationary period and which is counted for seniority purposes as defined in Section 7.1 and 7.2 of this Agreement.

LIEUTENANTS

STEP	DESCRIPTION	BASE WAGES	LT. FIREFIGHTER WAGES + PEHP	LT. PARAMEDIC	LT. PARAMEDIC + PEHP
P1	STARTING (PROBATIONARY PERIOD)	$49,674	$50,324	$55,608	$56,258
P2	AFTER COMPLETION OF 1 YEAR	$52,881	$53,531	$58,880	$59,530
P3	AFTER COMPLETION OF 2 YEARS	$55,267	$55,917	$61,315	$61,965
P4	AFTER COMPLETION OF 3 YEARS	$60,032	$60,682	$66,176	$66,826
P5	AFTER COMPLETION OF 4 YEARS	$64,801	$65,451	$71,040	$71,690
P6	AFTER COMPLETION OF 5 YEARS	$67,183	$67,833	$73,469	$74,119
P7	AFTER COMPLETION OF 6 YEARS	$71,948	$72,598	$78,776	$79,426
P8	AFTER COMPLETION OF 7 YEARS	$72,219	$72,869	$79,053	$79,703
P9	AFTER COMPLETION OF 8 YEARS	$72,481	$73,131	$79,320	$79,970
P10	AFTER COMPLETION OF 9 YEARS	$73,206	$73,856	$80,113	$80,763

APPENDIX A-7

Effective November 1, 2016 (2.0% Equity Adjustment)

STEP	DESCRIPTION	BASE WAGES	FIREFIGHTER WAGES + PEHP	FIREFIGHTER/ PARAMEDIC	FIREFIGHTER/ PARAMEDIC + PEHP
P1	STARTING (PROBATIONARY PERIOD)	$47,748	$48,398	$52,457	$53,107
P2	AFTER COMPLETION OF 1 YEAR	$50,833	$51,483	$55,542	$56,192
P3	AFTER COMPLETION OF 2 YEARS	$53,130	$53,780	$57,839	$58,489
P4	AFTER COMPLETION OF 3 YEARS	$57,715	$58,365	$63,678	$64,328
P5	AFTER COMPLETION OF 4 YEARS	$62,303	$62,953	$68,360	$69,010
P6	AFTER COMPLETION OF 5 YEARS	$64,595	$65,245	$70,695	$71,345
P7	AFTER COMPLETION OF 6 YEARS	$69,181	$69,831	$75,805	$76,455
P8	AFTER COMPLETION OF 7 YEARS	$69,458	$70,108	$76,109	$76,759
P9	AFTER COMPLETION OF 8 YEARS	$69,726	$70,376	$76,360	$77,010
P10	AFTER COMPLETION OF 9 YEARS	$70,423	$71,073	$77,124	$77,774

*Years of service as referred to this description column refer to length of service which counts toward completion of the probationary period and which is counted for seniority purposes as defined in Section 7.1 and 7.2 of this Agreement.

LIEUTENANTS

STEP	DESCRIPTION	BASE WAGES	LT. FIREFIGHTER WAGES + PEHP	LT. PARAMEDIC	LT. PARAMEDIC + PEHP
P1	STARTING (PROBATIONARY PERIOD)	$50,668	$51,318	$56,721	$57,371
P2	AFTER COMPLETION OF 1 YEAR	$53,938	$54,588	$60,058	$60,708
P3	AFTER COMPLETION OF 2 YEARS	$56,373	$57,023	$62,541	$63,191
P4	AFTER COMPLETION OF 3 YEARS	$61,233	$61,883	$67,500	$68,150
P5	AFTER COMPLETION OF 4 YEARS	$66,097	$66,747	$72,461	$73,111
P6	AFTER COMPLETION OF 5 YEARS	$68,527	$69,177	$74,938	$75,588
P7	AFTER COMPLETION OF 6 YEARS	$73,387	$74,037	$80,352	$81,002
P8	AFTER COMPLETION OF 7 YEARS	$73,664	$74,314	$80,634	$81,284
P9	AFTER COMPLETION OF 8 YEARS	$73,930	$74,580	$80,906	$81,556
P10	AFTER COMPLETION OF 9 YEARS	$74,670	$75,320	$81,715	$82,365

APPENDIX A-8

Effective May 1, 2017 (2.0% Cost of Living Adjustment)

STEP	DESCRIPTION	BASE WAGES	FIREFIGHTER WAGES + PEHP	FIREFIGHTER/ PARAMEDIC	FIREFIGHTER/ PARAMEDIC + PEHP
P1	STARTING (PROBATIONARY PERIOD)	$48,703	$49,353	$53,506	$54,156
P2	AFTER COMPLETION OF 1 YEAR	$51,850	$52,500	$56,653	$57,303
P3	AFTER COMPLETION OF 2 YEARS	$54,193	$54,843	$58,995	$59,645
P4	AFTER COMPLETION OF 3 YEARS	$58,869	$59,519	$64,951	$65,601
P5	AFTER COMPLETION OF 4 YEARS	$63,549	$64,199	$69,727	$70,377
P6	AFTER COMPLETION OF 5 YEARS	$65,887	$66,537	$72,109	$72,759
P7	AFTER COMPLETION OF 6 YEARS	$70,565	$71,215	$77,321	$77,971
P8	AFTER COMPLETION OF 7 YEARS	$70,847	$71,497	$77,631	$78,281
P9	AFTER COMPLETION OF 8 YEARS	$71,120	$71,770	$77,887	$78,537
P10	AFTER COMPLETION OF 9 YEARS	$71,832	$72,482	$78,667	$79,317

*Years of service as referred to this description column refer to length of service which counts toward completion of the probationary period and which is counted for seniority purposes as defined in Section 7.1 and 7.2 of this Agreement.

LIEUTENANTS

STEP	DESCRIPTION	BASE WAGES	LT. FIREFIGHTER WAGES + PEHP	LT. PARAMEDIC	LT. PARAMEDIC + PEHP
P1	STARTING (PROBATIONARY PERIOD)	$51,681	$52,331	$57,855	$58,505
P2	AFTER COMPLETION OF 1 YEAR	$55,017	$55,667	$61,259	$61,909
P3	AFTER COMPLETION OF 2 YEARS	$57,500	$58,150	$63,792	$64,442
P4	AFTER COMPLETION OF 3 YEARS	$62,457	$63,107	$68,850	$69,500
P5	AFTER COMPLETION OF 4 YEARS	$67,419	$68,069	$73,910	$74,560
P6	AFTER COMPLETION OF 5 YEARS	$69,897	$70,547	$76,437	$77,087
P7	AFTER COMPLETION OF 6 YEARS	$74,854	$75,504	$81,959	$82,609
P8	AFTER COMPLETION OF 7 YEARS	$75,137	$75,787	$82,247	$82,897
P9	AFTER COMPLETION OF 8 YEARS	$75,409	$76,059	$82,524	$83,174
P10	AFTER COMPLETION OF 9 YEARS	$76,163	$76,813	$83,350	$84,000

APPENDIX A-9

Effective November 1, 2017 (2.0% Equity Adjustment)

Step	Description	Base Wages	Firefighter Wages + PEHP	Firefighter/ Paramedic	Firefighter/ Paramedic + PEHP
P1	Starting (Probationary Period)	$49,677	$50,327	$54,576	$55,226
P2	After Completion of 1 Year	$52,887	$53,537	$57,786	$58,436
P3	After Completion of 2 Years	$55,277	$55,927	$60,175	$60,825
P4	After Completion of 3 Years	$60,047	$60,697	$66,250	$66,900
P5	After Completion of 4 Years	$64,820	$65,470	$71,121	$71,771
P6	After Completion of 5 Years	$67,205	$67,855	$73,552	$74,202
P7	After Completion of 6 Years	$71,976	$72,626	$78,867	$79,517
P8	After Completion of 7 Years	$72,264	$72,914	$79,183	$79,833
P9	After Completion of 8 Years	$72,543	$73,193	$79,445	$80,095
P10	After Completion of 9 Years	$73,268	$73,918	$80,240	$80,890

*Years of service as referred to this description column refer to length of service which counts toward completion of the probationary period and which is counted for seniority purposes as defined in Section 7.1 and 7.2 of this Agreement.

LIEUTENANTS

Step	Description	Base Wages	LT. Firefighter Wages + PEHP	Lt. Paramedic	Lt. Paramedic + PEHP
P1	Starting (Probationary Period)	$52,715	$53,365	$59,012	$59,662
P2	After Completion of 1 Year	$56,118	$56,768	$62,484	$63,134
P3	After Completion of 2 Years	$58,650	$59,300	$65,068	$65,718
P4	After Completion of 3 Years	$63,706	$64,356	$70,227	$70,877
P5	After Completion of 4 Years	$68,767	$69,417	$75,388	$76,038
P6	After Completion of 5 Years	$71,295	$71,945	$77,966	$78,616
P7	After Completion of 6 Years	$76,351	$77,001	$83,598	$84,248
P8	After Completion of 7 Years	$76,640	$77,290	$83,892	$84,542
P9	After Completion of 8 Years	$76,917	$77,567	$84,175	$84,825
P10	After Completion of 9 Years	$77,686	$78,336	$85,017	$85,667

APPENDIX B

DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

Section B.1 General Policy Regarding Drugs and Alcohol. The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Fire Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse.

In the interests of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the City and the Union agree to establish a program that will allow the City to take the necessary steps, including drug and/or alcohol testing, to implement the general policy regarding drugs and alcohol.

Section B.2 Definitions.

A. "Drugs" shall mean any controlled substance listed in Chapter 56-1/2 of the Illinois Revised Statutes, known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination.

Some drugs covered by this policy include:

Opium	Methaqualone	Psilocybin-Psilocyn
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

B. The term "drug abuse" includes the use of any controlled substance that has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

C. "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his duties due to the effects of a drug in his body. When an employee tests positive for drugs or alcohol, impairment is presumed.

Section B.3 Prohibitions. Fire fighters shall be prohibited from:

A. Consuming or possessing alcohol or illegal drugs at any time during the work day on any of the City's premises or job sites, including all of the City's buildings, properties, vehicles and the employee's personal vehicle while engaged in City business.

B. Using, selling, purchasing or delivering any illegal drug during the work day or when off duty.

C. Being under the influence of alcohol or proscribed drugs during the course of the work day.

D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

Section B.4 The Administration of Tests.

A. Informing Employees Regarding Drug Testing.

All current employees will be given a copy of the drug and alcohol testing policy upon execution of the Agreement between the parties. All newly-hired employees will be provided with a copy at the start of their employment.

B. Pre-Employment Screening.

Nothing in this Appendix shall limit or prohibit the City from requiring applicants for bargaining unit positions to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

C. When A Test May Be Compelled.

There shall be no random, across-the-board or routine drug testing of employees, except as provided by Section B.4D, Section B.9, or as is otherwise expressly agreed to in writing by the parties. Where there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that employee may be required to report for drug/alcohol testing. When a company level officer or acting company level officer has reasonable suspicion to believe that an employee is impaired due to being under the influence that officer shall have the Fire Chief or Shift Commander, if applicable, confirm that suspicion prior to any order to submit to drug/alcohol testing. In the absence of the Fire Chief and the Shift Commander, confirmation of reasonable suspicion shall be made by the on-duty supervisor in the Police Department. At the time the employee is ordered to submit to testing, the City shall notify the Union representative on duty and if none is on duty, the City shall make a reasonable

effort to contact an off-duty Union representative. Refusal of an employee to comply with the order for a drug-alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

It is understood that a drug or alcohol test may be required under the following conditions:

- When an employee has been arrested or indicted for conduct involving illegal drug-related activity on or off duty;
- When an employee is involved in an on-the-job injury;
- When an employee is involved in an on-duty motor vehicle accident;
- Where an employee has experienced excessive absenteeism or tardiness.

The above examples do not provide an exclusive list of circumstances which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

D. Voluntary Random Testing.

The City's drug and alcohol policy provides for voluntary, random testing. The application of that type of testing to fire fighters is contingent upon the following understandings:

- That fire fighters may be requested but not compelled to participate in voluntary random testing;
- That a consent form signed by a fire fighter with respect to testing is a one-time only consent — i.e., it applies to that test only and not to any future random tests;
- That all other provisions of this Article shall apply to the conduct and administration of tests and to the consequences of a positive result in the same manner and to the same extent as they would apply to other forms of testing permitted by this Article.

E. Reasonable Suspicion Standard.

Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is impaired by alcohol or controlled substances. Reasonable suspicion will be based upon the following:

- Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances;

- Information provided by an identifiable third party which is independently corroborated.

F. Order To Submit To Testing.

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with the reasons for the order. A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided in a reasonable time period following the order. The employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available. No questioning of the employee shall be conducted that is not consistent with the "Firemen's Disciplinary Act." A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

Section B.5 The City may use breathalyzer tests for alcohol testing. In conducting the testing authorized by this Agreement (other than by use of a breathalyzer, with respect to which only item H below shall apply), the City shall:

A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has and/or is capable of being accredited by the National Institute of Drug Abuse (NIDA).

B. Insure that the laboratory or facility selected conforms to all NIDA standards, including blind testing.

C. Use tamper-proof containers, have a chain-of-custody procedure, maintain confidentiality and preserve specimens for a minimum of twelve (12) months. The laboratory or facility must be willing to demonstrate their sample handling procedures to the Union at any time. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory or facility shall make such result available to the Union upon request. All testing shall be by chemical analysis of a urine sample by gas chromatography/mass spectrometry (GC/MS). At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee.

D. Collect a sufficient sample of the same bodily fluid or material from a fire fighter to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.

E. Collect samples in such manner as to ensure a high degree of security for the sample and its freedom from adulteration.

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.

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.

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.

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.

Sec. 900. (Amendatory provisions; text omitted).

Sec. 999. Effective date. This Act takes effect upon becoming law.

F. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

G. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Personnel Director in writing within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.

H. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that shown an alcohol concentration of .02 or more (or such lesser concentration as may hereafter be established by Illinois state statute for the application of prohibitions against driving while intoxicated) based upon the grams of alcohol per 100 milliliters of blood be considered positive.

I. Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.

J. Insure that no employee is subject to any adverse employment action except emergency temporary reassignment with pay or relief from duty with pay during the pendency of any testing procedure. Any such reassignment from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.

K. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial and confirmatory test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understanding expressed herein, the City shall not use such information in any manner or forum adverse to the employee's interest.

L. Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

Section B.6 Cutoff Levels. The following minimum initial test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

	Initial Test Level
Marijuana metabolites	50 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	2000 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the minimum cutoff levels listed below:

	Confirmatory Test Level
Marijuana metabolites[1]	15 ng/ml
Cocaine metabolites[2]	150 ng/ml
Opiates:	
Morphine	2000 ng/ml
Codeine	2000 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

[1] Delta-9-tetrahydrocannabinol-9-carboxylic acid
[2] Benzoylecgonine

The above minimum cutoff levels have been established based on Department of Health and Human Services recommendations. It is understood that changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cutoff levels. Should such changes or need arise; the parties agree to meet promptly to negotiate with respect to the levels to be adopted. If no agreement is reached within sixty (60) days, the City may for good cause (e.g., NIDA or Health and Human Services recommendations) implement new or changed cutoff levels on an interim basis while negotiations are proceeding, subject to challenge by the Union through the grievance procedure.

Section B.7 Right To Contest. The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement.

Section B.8 Voluntary Request For Assistance. The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem unless the request follows the order to submit testing or unless the employee is found to be using illegal drugs or under the influence of drugs or alcohol. If the employee is then unfit for duty in his current assignment, the City may authorize sick leave or another assignment if it is available and for which the employee is

qualified and/or is able to perform. The City shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use accumulated sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leaves cannot exceed one (1) calendar year.

Section B.9 Discipline. All discipline in situations involving a positive drug/alcohol test shall be administered as specified below:

A. First Positive. In the first instance that an employee tests positive on the confirmatory test for drugs or is found to be under the influence of alcohol, the employee may be subject to a suspension not to exceed five (5) calendar days. The foregoing limit on suspension is conditioned upon the employee agreeing to:

- Undergo appropriate treatment as determined by the physician(s) involved;
- Discontinue use of illegal drugs or abuse of alcohol;
- Complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- Submit to random testing during working hours during the period of "after-care" treatment.

Employees who do not agree to or do not act in accordance with the foregoing, or who test positive a second or subsequent time, shall be subject to discipline, up to and including discharge.

B. Second Positive. Employees who test positive on the confirmatory test for drugs or alcohol on a second occasion shall be subject to discharge. If the employee is then undergoing treatment, as provided in A (1) and (3) of Section B.9 above, or if there are other mitigating circumstances (such as the absence of any adverse effect on job performance), the discharge penalty may be commuted to a suspension not to exceed thirty (30) calendar days.

C. Third Positive. Employees who test positive on a confirmatory test for drugs or alcohol on a third occasion shall be discharged without possibility of mitigation or commutation. The Fire Chief is hereby empowered by contract to impose such penalty, and neither the Board of Fire and Police Commissioners nor an arbitrator shall have jurisdiction to review, set aside or modify such penalty.

This Section B.9 shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse, including but not limited to discipline or discharge because the employee's condition is such that he is unable to properly perform his duties due to the effect of drugs or alcohol, nor shall it limit the discipline to be imposed for selling, purchasing or delivering any illegal drug during the work day or while off duty or for using any illegal drug while on duty. In cases of misconduct arising out of, related to or aggravated by

alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public or Fire Department life, limb or property).

Section B.10 Confidentiality of Test Results. The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the Personnel Director and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. If the employee is represented by a Union and consents in writing, test results will be disclosed to the employee's Union. Test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

Section B.11 Insurance Coverage. The City shall pay 100% of the EAP but, if further treatment is necessary, coverage or lack of coverage will be determined by the employee's individual health plan.

APPENDIX C
UNIFORM REQUEST FORM

Items requested _____ # in inventory _____

_____ # in inventory _____

_____ # in inventory _____

Reason for request. _____

_____

_____

Date Requested. _____

Signed. _____

Please forward to Shift Commander.

Commander Signature. _____

Date received. _____

Please forward to Fire Chief.

Order Date. _____

Date received. _____

Received By Employee.

Employee Signature. _____

Date. _____-_

APPENDIX D

SUBJECTIVE FACTORS FOR PEER REVIEW

LEADERSHIP

FACTORS FOR CONSIDERATION WHEN EVALUATING:

- Leads others by example
- Is effective in motivating others to do unpleasant tasks or assignments
- Is a natural leader
- Can make unpopular decisions when necessary
- When appropriate, allows group to devise solutions to problems rather than insisting on doing it "my way"
- Sensitive to the needs of others
- Will stand up for his/her convictions
- Is a creative problem solver
- Can align teams' strengths and weaknesses
- Has excellent time management skills
- Does not allow personal emotion to cloud judgment

TEAMWORK

FACTORS FOR CONSIDERATION WHEN EVALUATING:

- Contribution to the group
- Supportive of group's goal, even when you personally disagree
- Supportive of other team members
- Able to adapt to many points of view
- Able to motivate without manipulating
- Able to give encouragement

- Shows initiative
- Shows compassion

PERFORMANCE UNDER STRESS OF EMERGENCY

FACTORS FOR CONSIDERATION WHEN EVALUATING:

- Remains calm
- Thinks clearly
- Assesses situations
- Controls situations
- Gives proper consideration for safety
- Takes appropriate action
- Able to adapt
- Fellow workers have confidence in candidate`s abilities

ETHICS AND VALUES

FACTORS FOR CONSIDERATION WHEN EVALUATING:

- Is dependable
- Has strong core values
- Is honest
- Is trustworthy and has a high level of integrity
- Respects others
- Displays self-esteem
- Is optimistic
- Quality of character

APPENDIX E

FIRE DEPARTMENT PROMOTION ACT, 50 ILCS 742/

Sec. 1. Short title. This Act may be cited as the Fire Department Promotion Act.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

SIDE LETTER OF AGREEMENT

The City of North Chicago and North Chicago Fire Fighters Association, IAFF Local No. 3271, hereby agree to the following:

The parties agree that, in the event that the staffing of a shift shall fall below the minimum levels determined appropriate by the Chief, under circumstances where the Shift Commander and a Bargaining Unit Member are both off work on their Kelly days, then the filling of the vacant shift shall be accomplished by apportioning such vacancies as follows:

(1) Every other such vacancy shall be filled by a Bargaining Unit Member in accordance with the applicable Hours of Work and Overtime provisions of the parties' collective bargaining agreement; and

(2) Every other such vacancy may be filled by a Shift Commander at the discretion of the Chief or his designee.

Agreement to this Side Letter is indicated by the parties' signatures below.

CITY OF NORTH CHICAGO:

Leon Rockingham Jr.

Date 2/7/14

NORTH CHICAGO FIREFIGHTERS ASS'N, IAFF LOCAL NO. 3271

John Monroe

Date 2-6-14

SIDE LETTER OF AGREEMENT

The City of North Chicago and North Chicago Fire Fighters Association, IAFF Local No. 3271, hereby agree to the following:

(1) The Union will withdraw with prejudice its charge filed with the Illinois Labor Relation Board in Case No. S-CA-03-161 (Biggs and City of North Chicago).

(2) The City will agree that the President of Local 3271 may meet during his off-duty time with employees who are on duty for fifteen (15) minutes during lunch period and/or fifteen (15) minutes in the evening so long as such meeting does not disturb employees work duties.

(3) Concerning the complaint raised by Lt. Urban, the City agrees that it will remove from her personnel file the letter from Chief Wilder dated _____; and the parties will add to their contract mutually agreed upon language concerning labor management meetings.

Agreement to this Side Letter is indicated by the parties' signatures below.

CITY OF NORTH CHICAGO:

Leon Rockingham Jr.

Date 2/7/14

NORTH CHICAGO FIREFIGHTERS ASS'N, IAFF LOCAL NO. 3271

Jim Monk

Date 2-6-14

SIDE LETTER OF AGREEMENT

This letter will confirm the terms under which the Union will accept the revision of §14.1 of the 2000-2003 contract whereby the parenthetical language (i.e., the plan that became effective October 1, 2000, as outlined in Appendix B) is deleted. These terms are as follows:

Prior to making any changes in the existing insurance coverages and benefits, the City by its representative the Human Resources Assistant for Employee Benefits shall reasonably notify the Union of any proposed changes and upon request meet with representatives of the Union to discuss and explain the proposed changes and the reasons for them;

Any changes implemented shall be ineffective as to the members of Local 3271 if they are not uniformly applied to all City employees and officers, including those who are elected

In the event changes are implemented over the objections of the Union after such meeting, they shall be effective under the terms of the contract effective 5-1-2003 for its duration provided that the Union's agreement to the modification of §14.1 shall sunset and this agreement shall be without prejudice to its right to seek to bargain the reinstatement of the deleted language under the terms of the successor agreement.

Agreement to this Side Letter is indicated by the parties' signatures below.

CITY OF NORTH CHICAGO:

Date 2/7/14

NORTH CHICAGO FIREFIGHTERS ASS'N, IAFF LOCAL NO. 3271

Date 2-6-14