



AGREEMENT

Between the

THE CITY OF GENEVA, ILLINOIS

AND

**GENEVA PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL 4287, IAFF**

May 1, 2012 – April 30, 2016

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A G R E E M E N T

This Agreement is made and entered into by and between the CITY OF GENEVA (hereinafter referred to as the "City") and the GENEVA PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO. 4287, IAFF (hereinafter referred to as the "Union").

PREAMBLE

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1.1. Recognition. The City recognizes the Geneva Professional Firefighters Association - L.A.F.F. Local 4287 as the exclusive bargaining agent, for the purpose of establishing wages, hours, benefits and conditions of employment for all full time sworn employees of the City of Geneva's Fire Department in classifications of firefighter and lieutenant. Excluded are all other employees, including but not limited to the classifications of Captain, Deputy Chief and Fire Chief; any employee excluded from the definition of firefighter as defined in Section 1603(g 1) of the Illinois Public Labor Relations Act ("Act"); all civilian employees of the Fire Department; all auxiliary, reserve, volunteer or paid-on-call firefighters; all non-Fire Department employees; all supervisors, managerial, confidential, short-term and professional employees as defined in the Act; and all other persons excluded from coverage under the Act.

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, defend and hold harmless the City and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

ARTICLE II

UNION SECURITY AND RIGHTS

Section 2.1. Dues Deductions. Upon receipt of a voluntarily signed authorization form (Appendix C) from an employee in the Union, the City agrees for the duration of this Agreement to deduct from said employee's pay uniform monthly dues and assessments. Deductions will begin with the month following the month in which the authorization is received by the City. The Union will notify the City in writing of the amount to be deducted. Deductions shall be

made from the last City paycheck of each month and shall be remitted to the Union within fifteen (15) days following the end of the month in which they were deducted.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the City's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year by giving the City at least thirty (30) days' written notice of any change in the amount of the uniform dues to be deducted.

A Union member desiring to revoke the dues checkoff may do so at any time upon written notice to the City. Dues shall be withheld and remitted to the Union unless or until such time as the City receives a notice of revocation of dues checkoff 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. Deductions shall cease at such times as a strike or work stoppage occurs in violation of Article V of the Agreement (No Strike-No Lockout).

If an employee has no earnings or insufficient earnings to cover the amount of dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 2.2. Fair Share. Pursuant to Section 3(g) of the Illinois Public Labor Relations Act and amendments thereto, employees covered by this Agreement who are not members of the Union or do not make application for membership shall, within thirty (30) days of the conclusion of said employees' hire, be required to pay, in lieu of dues and not to exceed the amount of Union dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuit of matters affecting wages, hours and conditions of employment as certified by the Union.

Nonmembers who object to their fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fee to a nonreligious charitable organization mutually agreed upon by the employee and the Union. If the affected nonmember and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected nonmember from an approved list of charitable organizations established by the Illinois Labor Relations Board and the payment shall be made to said organization.

Section 2.3. Indemnification. The Union shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken by the City for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under this Agreement. If an improper deduction is made or transmitted to the Union, the Union shall refund any such amount directly to the involved employee with notification to the City.

Section 2.4. Union Space For Bulletin Boards. The City will make available to the Union space for a bulletin board at each station for the posting of official Union notices. The Union is to provide the boards subject to the Chiefs approval. The items posted shall not be political, partisan, religious, derogatory or defamatory in nature. All items that the Union wishes to post must be approved by the Fire Chief or his representative, which such approval shall not be unreasonably denied. No other Union notices or materials shall be posted on any other City property or equipment.

Section 2.5. Union Access. Up to three Union representatives, as designated by the Union, may have reasonable access to City property during working hours where necessary for the administration of this Agreement. In order to receive access, the Union representative must provide at least 24 hours advance notice to the Fire Chief or his designee and make arrangements not to disrupt the work of employees or non-bargaining unit employees on duty. The representative may visit with employees during their down time if such visit does not disturb the work of any employees or non-bargaining unit employees who may otherwise be working. Absent approval of the Fire Chief on a case by case basis, nothing herein shall permit the Union to use City facilities before or after regular business hours or to hold Union meetings on City property. The City agrees to permit the Union, if requested and subject to availability, to schedule the training room for purposes of holding annual elections of officers and contract ratification votes.

ARTICLE III

MANAGEMENT RIGHTS

Section 3.1. Management Rights. Except as specifically modified by other articles of this Agreement, the Union recognizes the exclusive right of the City to make and implement decisions with respect to the operation and management of the City in all respects. Such rights include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for 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 establish and modify standards and/or criteria for employee training and education; to contract out for goods and services; to assign overtime; to transfer, layoff and recall employees; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether services are to be provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement; to make, alter and enforce rules, regulations, orders and policies (provided they are not arbitrary or capricious); to evaluate employees; to discipline, suspend, demote and/or discharge employees subject only to the procedures of the Board of Fire and Police Commissioners, including the cause requirements for discipline under the BFPCA; to change or eliminate existing methods, equipment or facilities; to change, combine or modify job duties and to otherwise 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.

Section 3.2. Civil Emergency Provision. If in the sole discretion of the Mayor or his designee, it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorders, tornado conditions, floods, snow storms, or other similar catastrophes, provisions of this Agreement may be suspended by the Mayor or his designee during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Fire Chief or his designee shall advise the President of the Union or the next highest officer of the Union of the nature of the emergency. The Fire Chief or his designee shall follow-up said notice in writing as soon thereafter as practicable and shall forward said written notice to the President of the Union.

Section 3.3. Labor-Management Team. It is agreed that representatives from the bargaining unit and City shall meet at least twice each year to discuss matters of common interest and resolve matters that may come up from time to time. These meetings will not constitute discussions to re-open the contract.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 4.1. Definition of Grievance. A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union as set forth herein involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue which is subject to the jurisdiction of the City's Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement. This grievance procedure shall supersede any other City grievance procedure.

Section 4.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee or Union who has a grievance shall submit the grievance in writing to the employee's immediate non-bargaining unit supervisor (normally the Deputy Chief of Operations) specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The supervisor or his designee shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance with the grievant and a Union representative within seven (7) calendar days of receiving the grievance. The supervisor or his designee shall provide a written answer to the grievant and the Union President within seven (7) calendar days following that meeting.

STEP 2: If the grievance is not resolved at Step 1 and the employee or Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee in writing to the Fire Chief (and/or his designee) within seven (7) calendar days after receipt of the City's answer in Step I. The Fire Chief and/or his designee shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within seven (7) calendar days with the grievant and a Union representative. The Fire Chief and/or his designee and the employee's non-bargaining unit supervisor may attend the grievance meeting. During such meeting, the grievant shall provide all relevant facts concerning the alleged contract violation and the parties shall discuss possible resolution of the grievance. If no settlement of the grievance is reached, the Fire Chief and/or his designee shall provide a written answer to the grievant and the Union President within seven (7) calendar days following the date of the meeting.

STEP 3: If the grievance is not settled at Step 2 and the employee or Union wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the employee in writing to the City Administrator and/or his designee within seven (7) calendar days after receipt of the City's answer in Step 2. The City Administrator and/or his designee shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within seven (7) calendar days with the grievant and a Union representative. The City Administrator and/or his designee may invite the Fire Chief to be present at the meeting. If no settlement of the grievance is reached, the City Administrator and/or his designee shall provide a written answer to the grievant and the Union President within seven (7) calendar days following the date of the meeting. The City Administrator's and/or his designee's answer shall be final and binding unless the Union appeals to arbitration as provided in Section 4.3 of this Article.

Section 4.3. Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, by notifying the City Administrator in writing within seven (7) calendar days of receipt of the City's written answer as provided to the Union at Step 3:

(a) The parties shall attempt to agree upon an arbitrator within fourteen (14) calendar days after the City's receipt of the Union's notice of referral. In the event the parties are unable to agree upon the arbitrator within said fourteen (14) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be members in good standing with the National Academy of Arbitrators, and all of whom shall maintain business offices in the states of Illinois, Wisconsin, or Indiana. Upon receipt of the panel, both parties shall each strike three names from the list, by alternating with a coin toss determining who will make the first strike. Either party, before striking any names, shall have the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted.

(b) The arbitrator shall be notified of his/her selection and shall be asked to set a time and place for the hearing, subject to the availability of Union and City representatives. Unless otherwise mutually agreed between the Union and the City, the hearing shall commence in the City of Geneva within thirty (30) calendar days of the date the arbitrator accepts his/her appointment.

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

(d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of post-hearing briefs by the parties, whichever is later, unless the parties agree to a written extension thereof.

(e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree 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 4.4. Limitations on Authority of Arbitrator. The arbitrator shall have no power, in his decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provision of this Agreement. The arbitrator shall consider and decide only the question of fact as

to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. He shall consider and decide only the specific issue submitted to him as raised and presented in writing at Step One and shall have no authority to make his decision on any issue not so submitted. His decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. However, the arbitrator shall have no authority to make any decision or award, which is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Nor shall the arbitrator have any authority to limit or interfere with the powers, duties and responsibilities of the City or its Fire and Police Commission under applicable statutory and case law. Any decision or award of the arbitrator rendered consistent with this Article shall be final and binding on the parties.

Section 4.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 4.2. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City and shall not be subject to further appeal. If the City fails to provide an answer within the time limits so provided, the Union may elect to treat the grievance as denied at that step and immediately appeal to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 4.6. Investigation and Discussion. All grievance discussions and investigations shall take place in a manner which does not interfere with City operations. No time spent on grievances or other Union related matters by employees shall be considered time worked for compensation purposes unless: (i) the time spent occurs during downtime; or (ii) the Fire Chief provides written authorization to the contrary. Emergency response takes precedence over any and all grievances.

Section 4.7. Advanced Step Grievance Filing. Certain issues, which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement be filed at or skipped to the appropriate advance step where the action giving rise to the grievance was initiated.

Section 4.8. Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

ARTICLE V

NO STRIKE, NO LOCKOUT

Section 5.1. No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy

strike, secondary boycott, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignation, mass absenteeism, picketing (with respect to wages, hours or terms and conditions of employment or any other labor dispute with the City) or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City, subject to any existing appeal or hearing rights to the City's Board of Fire and Police Commissioners.

Section 5.2. No Lockout. The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union. A "lockout" shall refer to a refusal by the City to allow employees to work in order to obtain a concession with regard to rates of pay, hours of work and other conditions of employment. This term does not apply to a reduction in force, curtailment of operations or disciplinary action involving termination or suspension.

Section 5.3. Union Responsibility. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. The Union agrees to notify local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

Section 5.4. Judicial Restraint. Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE VI

SENIORITY, LAYOFF, AND RECALL

Section 6.1. Definition of Seniority. Seniority shall be based on the employee's length of continuous full time employment as a sworn firefighter in the employ of the Fire Department. "Seniority in rank" is defined as the employees length of continuous service in that rank. Unless otherwise required by law, seniority shall not accrue during any period of time when the employee is in a non-paid status for more than (30) calendar days, such as an unpaid leave of absence. Conflicts in seniority between two employees having the same seniority shall be determined on the basis of the order of their order of rank on the eligibility list from which they were hired, with the employee higher on the list being considered the more senior.

Section 6.2. Probationary Period. All new employees and those hired after their termination of seniority shall be considered probationary employees until they complete the applicable probationary period: (i) twelve (12) months for employees hired as firefighters and employees hired as firefighter-paramedics (EMT-Ps) who are EMT-P certified as of their date of hire; (ii) eighteen (18) months for firefighters required to be paramedics (EMT-Ps) who lack EMT-P certification as of their date of hire. The eighteen month probationary period for firefighter-paramedics may be extended up to an additional six (6) months by the Board of Fire and Police Commissioners in order for the person to obtain their paramedic certification and/or to be fully evaluated as a paramedic. A firefighter-paramedic's probationary period shall not in

any event exceed twenty-four (24) months. During an employee's probationary period the employee may be terminated at the sole discretion of the City.

Section 6.3. Seniority List. The City shall maintain and post on or before each January 1st a current seniority list, and will update it mid-year if changes occur. This list shall be used whenever called for by specific articles and sections of this Agreement. The City shall maintain and post on January 1st a current lieutenant seniority in rank list, and will update it mid-year if changes occur. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the City's posting of the list.

Section 6.4. Layoff and Recall. The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with the provisions of Illinois Statutes, 65 ILCS 5/10-7 2.1. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are fully qualified to do the work to which they are recalled.

Employees who are eligible for recall shall be given seven (7) days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Fire Chief or his designee in writing of his intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list. The City will require an employee to pass a departmental physical and/or medical examination before returning to work.

Section 6.5. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) resigns;
- (b) is discharged;
- (c) retires or is retired;
- (d) is absent for two (2) consecutive work days without notice, except for good cause shown due to circumstances beyond the control of the employee;
- (e) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the City;
- (f) falsified his employment application;
- (g) fails to return to work at the conclusion of an authorized leave of absence or vacation, except for good cause shown due to circumstances beyond the control of the employee;
- (h) if, after being laid off, fails to report as required after having been recalled; or

(i) does not perform work for the City (except for military service in accordance with state and federal law, work-related injuries, or off duty injuries when the employee has not exhausted his paid time off) for a period in excess of one (1) year.

Section 6.6. Effects of Layoff. Any employee who is laid off as a result of the City's decision to implement a layoff shall, in addition to the recall rights set forth above:

- a) Be paid for any earned but unused vacation days.
- b) Be permitted to remain in the City's group insurance program at the employee's cost for a period of time not to exceed legal requirements from the effective date of layoff by paying in advance each month the full applicable monthly premium.

ARTICLE VII
PROMOTIONS

Section 7.1. Promotions. Promotions to the rank of lieutenant and captain shall be conducted in accordance with the provisions of applicable state law (the Board of Fire and Police Commissioners Act, 65 ILCS 5/10-2.1, and the Fire Department Promotion Act (FDPA), 50 ILCS 742) and the rules and regulations of the Board of Fire and Police Commissioners, as they may be amended, subject only to the limitations set forth below.

The placement of candidates on lieutenant and captain promotional lists shall be based on the points achieved by each candidate on promotion examinations consisting of the following five (5) components, weighted as specified:

- | | |
|-------------------------|-----|
| a) Oral Interviews | 20% |
| b) Merit and Efficiency | 5% |
| c) Seniority | 5% |
| d) Assessment Center | 35% |
| e) Written Examination | 35% |

Each component of the promotional test shall be scored on a scale of 100 points. The components shall be tested and scored in the order set forth above. 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. Employees shall be eligible for additional points, such as veteran's preference points, to the extent provided for by law.

The parties expressly agree that, notwithstanding the provisions in the Fire Department Promotion Act, any candidate who fails to achieve a passing score on the written exam (70%) shall be disqualified from promotion eligibility even though his total composite score may be passing. In addition, the parties expressly agree to forego one of the two monitors provided for in Section 25 of the FDPA. All other provisions of the FDPA shall apply.

Section 7.2. Establishment of Captain/Battalion Chief Position. The Union and the City agree that the City may promote three (3) Lieutenants to the rank of Captain. The rank of Captain shall be superior to the rank of Lieutenant and while serving, Captains shall receive an annual salary as determined by City Policy. The entire amount of this salary shall be subject to pension deduction.

Although, the rank of Captain shall not be in the bargaining unit identified in Article I of this Agreement and, therefore, shall not be covered by the terms and conditions of this Agreement, Captains shall retain all the rights provided to full-time sworn firefighters contained in 65 ILCS 5/10-2.1-17 and 65 ILCS5/0-2.1-1S.

In the event the position of Captain/Battalion Chief remains a part of the collective bargaining unit, the City agrees that negotiations be reopened to determine wages and benefits of the Captain/Battalion Chief position. The Captain/Battalion Chief position shall remain in the collective bargaining unit until such time as Lieutenants are promoted.

ARTICLE VIII

BOARD OF FIRE AND POLICE COMMISSIONERS

The parties recognize that the City's Board of Fire and Police Commissioners has certain statutory authority over employees covered by this Agreement, including but not limited to certain authority over discipline and discharge of employees, promotions (except as expressly limited herein), and the right to make, alter and enforce their own rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners of the City of Geneva.

ARTICLE IX

HOURS OF WORK AND OVERTIME

Section 9.1. Purpose. This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day, per week or work cycle, or of days of work per week, per month or per work cycle.

Section 9.2. Normal Work Day and Work Week. The normal work day and work week for employees assigned to 24 hour shifts is 24 hours of work (one shift), followed by 48 consecutive hours off duty (two shifts).

Employees assigned to 24-hour shifts shall receive one work reduction day scheduled off every eighteenth (18) duty day, thereby reducing the normal work week to an average of 52.88 hours. For FLSA purposes under this twenty-seven (27) day work period, employees shall receive twelve (12) hours off each work cycle to be scheduled back to back to equal one twenty-four hour shift.

Beginning January 1, 2014, employees assigned to 24-hour shifts shall receive one work reduction day scheduled off every seventeenth (17) duty day, thereby reducing the normal work week to an average of 52.7 hours. Beginning December 27, 2014, employees assigned to 24-hour shifts shall receive one work reduction day scheduled off every sixteenth (16) duty day, thereby reducing the normal work week to an average of 52.5 hours.

The sequence of employees' work reduction days on each shift shall be scheduled so that no more than one employee is scheduled off on a work reduction day on any given 24-hour duty shift. Work reduction days shall be taken on the assigned date and may not be exchanged, except among employees on the same shift. Such exchange shall be governed by the provisions of Section 9.10 and shall be considered a duty trade for FLSA purposes and will not result in the payment of overtime to either of the employees involved in the exchange of work reduction days.

The normal work day and work week for employees assigned to eight hour shifts shall be 40 hours, based on five eight hour shifts, with a 30 minute unpaid lunch period provided each day, subject to emergency duties. The normal work day and work week for employees assigned to ten hour shifts shall be forty hours, based on four ten hour shifts, with a 30-minute unpaid lunch period provided each day, subject to emergency duties.

Firefighters may be subject to special work day/week schedules due to training or scheduling requirements.

Section 9.3. Normal Work Cycle. The normal work cycle for employees assigned to twenty-four (24) hour shifts shall be twenty-seven (27) days. The normal work cycle for employees assigned to eight (8) hour or ten (10) hour shifts shall be fourteen (14) consecutive days.

Section 9.4. Changes in Normal Work Day, Work Week or Cycle. Should it be necessary in the City's judgment to establish temporary schedules departing from the normal work day, work week or work cycle, or to change the shift schedule of an employee or employees, the City will give, if practicable, at least seven calendar days' advance notice of such change unless mutually agreed otherwise, to all employees whose normal work day, work week and/or normal work cycle is temporarily changed or whose work schedule is changed. Reasonable steps will be taken to fill vacancies caused by a temporary change first through the consideration of qualified full time bargaining unit volunteers; reasonable steps will also be taken to accommodate previously selected vacation periods and to avoid personal hardship. The City will provide at least thirty (30) days' notice of permanent shift changes.

Should the City decide to establish a permanent change in the normal work day, work week or normal work cycle of an employee or employees (this excludes shift changes, training or fire prevention bureau assignments), the City will give 30 days' prior notification to the Union and, upon request and pursuant to Article XX (Entire Agreement), bargain over the impact (if any) if such change upon employees including any loss of money caused because of a pre paid travel ticket where an employee's vacation may need to be changed. Absent emergency, if groups of employees are to be changed from one shift to another, such change will occur just prior to the period of vacation selection.

Section 9.5. Hourly Rate. The straight-time hourly rate of pay for employees shall be calculated by dividing the employee's annual salary by the annual hours of work. For example, the straight-time hourly rate for an employee assigned to 24 hour shifts shall be computed by dividing the employee's annual salary by 2758. Beginning January 1, 2014 the straight-time hourly rate for an employee assigned to 24 hour shifts shall be computed by dividing the employee's annual salary by 2750. Beginning December 27, 2014 the straight-time hourly rate for an employee assigned to 24 hour shifts shall be computed by dividing the employee's annual salary by 2739. The straight-time hourly rate for an employee assigned to 8-hour or 10-hour shifts shall be computed by dividing the employee's annual salary by 2080.

Section 9.6. Overtime Pay. An employee assigned to 24-hour shifts shall be paid one and one half (1 1/2) times his regular straight time hourly rate of pay for all hours worked outside of the employee's normal work schedule which would be in excess of 204 hours in the employee's normal 27-day work cycle (or such other hours ceiling that may be applicable under the Fair Labor Standards Act (FLSA) should the City designate a different work period in accordance with the FLSA). An employee assigned to eight hour or ten-hour shifts shall be paid

one and one half (1 1/2) times his regular straight time hourly rate of pay for all hours worked in excess of eighty (80) hours in the employee's regular fourteen (14) day work cycle. Where the overtime was caused by the employee being called out on a holiday, he shall be paid double time for such call out time. All overtime pay shall be received in fifteen (15) minute segments in accordance with FLSA. For purposes of this Article, time worked shall include only that time spent on duty as provided by the Fair Labor Standards Act (FLSA), and paid time off only. Hours worked for overtime purposes shall not include any uncompensated periods or any other unpaid leave of absence.

Before any employee may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved in advance by the Chief or his designee.

Section 9.7. Mandatory Overtime. Both the Union and the City realize the necessity of proper staffing of stations. The City may require employees to work overtime assignments, and employees shall not refuse such assignments when made.

Section 9.8. Overtime Distribution. In the event that it will be necessary to schedule overtime for the Fire Department, and where it is practicable to do so, such overtime work shall be offered to employees starting with the employee with the most seniority within the required skills and rank needed to perform the assignment, and with the least hours worked. New employees will start with the amount of hours equal to the employee with the most hours plus one (1) hour. All shift overtime hours worked shall be used for the calculation. If no employee accepts the overtime in accordance with the foregoing, employees on a rotation list based on seniority, with the least senior first, can be ordered by the Fire Chief and/or his designee to work the overtime.

Employees on duty who are not available to be contacted due to them being involved in an emergency call, shall not be skipped over if they are next in line to be asked to work overtime. Nothing herein shall limit the right of the Department to assign overtime directly to employees working on specific projects falling within their areas of responsibility, holding over employees for work in progress, calling in employees prior to the beginning of their shift and having assigned stand-bys. It is understood that employees cannot leave their work assignment until properly relieved by their replacement, or if the employee's immediate supervisor relieves him of his assignment. Day shift employees assigned overtime to work part or all of a 24-hour shift shall be paid at the appropriate hourly rate for a 24-hour shift employee.

If an employee demonstrates he has not been offered overtime in accordance with this section, the sole remedy shall be to provide that employee first preference for overtime in the future until the imbalance is corrected.

Section 9.9. Call Back Pay. An employee who is called back to duty and reports back to the fire station after having left work shall receive a minimum of two (2) hour's pay at time and one-half, unless the individual is called back to rectify his own error. This section shall not be applicable to time worked immediately before or after the employee's scheduled working hours, nor shall it be applicable to scheduled overtime.

Section 9.10. Duty Trades. Duty trades shall be permitted only where a voluntary request for such change or trade is submitted on the proper form and approved by the Fire Chief or his designee. To be considered, requests generally should be submitted to the Deputy Chief of Operations at least seventy-two (72) hours before the trade, however, where extenuating

circumstances exist exceptions to this notice requirement may be made by the Deputy Chief of Operations. Such trades shall not interfere with the operations of the Department as determined by City management. Duty trades shall only involve employees of equal rank and qualification (officer for officer, paramedic for paramedic and firefighter for firefighter) unless the Deputy Chief of Operations determines it will not result in overtime or interfere with operations, and shall not involve probationary employees unless they have been deemed sufficiently qualified by the Deputy Chief of Operations to substitute for another employee. Duty trade hours worked shall not be counted toward hours worked for overtime purposes under Section 9.6 of this Agreement.

Section 9.11. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. An employee called in on a paid day off for incident response, however, will be paid both for his time worked and for his paid day off.

Section 9.12 Accrual of Comp Time. Employees are required to utilize their accrued compensatory time by the end of the fiscal year that follows the fiscal year in which he/she earns the compensatory time. In order to accommodate operations and budgetary concerns, the Fire Chief is authorized to make exceptions to the compensatory time policy as deemed necessary.

ARTICLE X
VACATIONS

Section 10.1. Vacation Allowance. An employee may become eligible for paid vacation allowance after the completion of his or her first year of continuous full time employment by the City. Vacation allowance is earned as of an eligible employee's annual anniversary date of employment. Employees shall not be eligible to earn vacation time for any period in which they are on layoff, on any leave without pay in excess of thirty calendar days, or any period in which they are engaged in any conduct in violation of Article V, No Strike No lockout. Vacation allowance shall be based upon the following schedule:

Years of Full-Time Service	Vacation Days (40 Hour Employees)	Vacation Shifts (Full-Time Firefighters)
After 1 year of employment	10 working days	5 shifts
After 5 years of employment	14 working days	7 shifts
After 10 years of employment	17 working days	9 shifts
After 15 years of employment	21 working days	11 shifts
After 20 years of employment	26 working days	12 shifts
After 25 years of employment	26 working days	12 shifts

Vacation leave earned during the employee's service year shall be taken during the following service year. For example, 5 shifts of vacation time earned in the first year of continuous service shall be taken during the second year of service. Similarly, 7 shifts of vacation time earned in the eighth year of service shall be taken in the fifth year of service and so forth.

Section 10.2. Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight time hourly rate of pay in effect for the employee's regular job classification at the time vacation is being taken.

Section 10.3. Holidays during vacation period. In the event a forty (40) hour per week employee is on vacation during a week in which a holiday occurs, the holiday will be considered a holiday and shall not be counted as part of the employee's vacation.

Vacation Scheduling. Vacations shall be scheduled and taken as approved by the Fire Chief. Vacation schedules for shift employees and one for non-shift employees for the upcoming calendar year will be circulated by the Department beginning on or about October 15 and ending December 15 of each calendar year. During this time period, each employee, starting with the employee with the greatest seniority based on starting date of employment for firefighters and promotion date in the case of officers, and then moving downward by seniority, shall be given the opportunity to select a maximum of fourteen consecutive calendar days off on the applicable vacation schedule. After all personnel have had an opportunity to select vacation time, the schedules will be circulated again and again in the order of seniority until all employees have had the opportunity to select their time. Following the Fire Chiefs review of vacation requests, the schedules shall be posted indicating the approved vacations of all employees for the entire calendar year.

After this initial seniority sign up of vacation picks, requests to schedule or reschedule vacation will be considered exclusively on a first come first serve basis, subject to approval of the Fire Chief or his designee as needed and allowed. Requests to schedule or reschedule vacation shall be made at least one (1) week in advance in writing to the Deputy Chief of Operations to be considered. In other words, if the requested day off falls on a weekend, the request should be filed the day before the one week deadline. Vacation time may not be taken in increments smaller than one full shift.

Except as otherwise provided herein, earned vacation allowance which is not used within twelve (12) months shall be forfeited without compensation to the employee.

It is expressly agreed that the final right to designate, approve and cancel vacation periods, the minimum number of vacation hours which may be taken at one time, and the maximum number of employee(s) or officers who may be on vacation or other paid time off at any time is exclusively reserved by the Fire Chief in order to ensure the orderly performance of the services provided by the City.

Section 10.4. Termination. A non-probationary employee who leaves voluntarily after having given the City at least two weeks advance written notice of his resignation, as well as any employee who is laid off by the City shall receive compensation for all earned but unused vacation time at the employee's regular straight time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the date of separation or layoff. Once an employee provides notice of resignation, the employee may not take vacation time. A probationary employee who is separated from employment for any reason prior to the

completion of one year of service is not entitled to any compensation for unused vacation time as they have yet to earn vacation.

ARTICLE XI
SICK LEAVE

Section 11.1. Purpose and Allowance. Sick leave with pay is provided as a benefit in recognition that employees and their immediate families do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick.

Any full-time employee contracting or incurring any non service/work connected sickness or disability may utilize any accrued sick leave with pay as set forth in this Article. In addition, sick leave may be utilized for an immediate family member's (defined as spouse, child, (natural, adopted, foster, or stepchild), sister, brother, parent (including natural, step-mother, step-father, or legal guardian), mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, grandparent, or grandchild) injury or illness, and an employee may utilize sick leave for the purpose of attending his medical/dental appointment provided the employee received advance approval from the Fire Chief and was unable to schedule the appointment during nonworking hours. Use of accrued sick leave for the care of immediate family member shall not extend beyond one 24-hour shift day (2 eight (8)/ten (10) hour days for 40 hour employees) per illness/injury. The Fire Chief, or his designee, has discretion to approve a second 24-hour shift day request. Up to two (2) sick days (two (2) 24-hour shift days, or 2 eight (8)/ten (10) hour days for 40 hour employees) may be used for an employee whose spouse has given birth, unless certification from a physician states that additional time is necessary for the care of the employee's spouse.

Section 11.2. Days Earned in Accumulation. Full-time 24 hour shift employees with at least 30 days of service shall be allowed twelve (12) hours of sick leave for each month of service (which equals a total accumulation of six (24) hour work shifts per year). Full-time employees on forty-hour shifts with at least 30 days of service shall be allowed eight (8) hours of sick leave for each month of service (which equals a total accumulation of 96 hours per year). Employees shall not be eligible to earn sick leave for any period in which they are on layoff, on any paid or unpaid leave (except paid vacation) in excess of thirty calendar days, or any period in which they are engaged in any conduct in violation of Article V, No Strike No Lockout. Sick leave cannot be taken before it is actually earned.

Section 11.3. Notification. Notification of absence due to sickness shall be given to an individual designated by the Fire Chief as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Fire Chief or his designee in writing), but no later than two (2) hours before the start of the employee's work shift, except for good cause shown due to circumstances beyond the control of the employee. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

Section 11.4. Medical Examination. As a condition of eligibility for paid sick leave under this Section, the City may require, at its discretion, any employee to submit a physician's certification of illness. Such certification shall list the date of treatment, whether the employee

had been unable to work, and whether the employee is currently able to work. Such certification will normally be required for sick leave of two (2) consecutive work shifts or more. In addition, an employee that utilizes sick leave that precedes, or proceeds, or occurs during that of a trade day, Kelly day, holiday, vacation day(s), and/or personal day may be required to provide a doctor's certification of illness, at the employee's expense, before returning to work. The City may also require a physician's verification that the employee is well enough to return to work. Falsification of any verification of illness shall be grounds for discipline, up to and including discharge. Any employee who fraudulently obtains sick leave will, in addition to any discipline imposed upon him, reimburse the City for the sick leave and the City may automatically deduct such amounts from his pay check. The City, at its option, may require an employee to submit to an examination by a physician or other medical professional chosen by the City; if the City requires an employee to submit to an examination by a physician designated by the City, the City will pay the medical expenses to the extent they are not covered by insurance.

In the event an employee is certified fit to return to duty by his physician yet, through no fault of the employee's own, has his return to duty delayed due to the City requiring him to be cleared by a City-selected physician, and that physician also clears him for duty, then the employee will be considered on paid administrative leave for the work time missed due to the delay.

Section 11.5. Sick Leave Utilization. Sick leave shall be used in no less an increment than one quarter (*1/4*) shift. Sick leave may be utilized only for the purposes specified in Section 1 of this Article. Earned but unused sick leave shall not be compensated upon separation of employment except as set forth in Section 11.7.

To the extent permitted by law, employees on sick leave are required to remain at home unless hospitalized, visiting their doctor, or acting pursuant to reasonable instructions for care.

Section 11.6. Donated Leave Time. Employees shall be permitted to participate in the City's donated leave time policy under the same terms and conditions that it is offered to the City's unrepresented full-time employees, as that policy may change from time to time.

Section 11.7. Sick Leave Upon Retirement. Sick pay benefits are available upon retirement if an employee has maintained continuous full-time employment with the City for a period of twenty (20) years or more and has accumulated sick days. The City will pay retiring employees for earned sick leave up to a maximum of four hundred eighty (480) hours (60 eight-hour days or 20 twenty-four hour days). Payment for up to four hundred eighty (480) earned sick leave hours may be made in one (1) lump sum or in payments every two (2) weeks for a period of twelve (12) weeks, concurrent with payroll. If the retiring employee chooses to receive up to four hundred eighty (480) earned sick leave hours in payments, rather than a lump sum, no further benefits will accrue, i.e., vacation, holidays, personal or sick days. The employee's termination date shall be the last day worked and not the last day paid. The employee's health insurance shall remain in effect for up to thirty (30) days after the termination date, at which time the employee may begin paying the full premium(s) if continued coverage is desired. Employees who are terminated or who retire to avoid the filing or pursuit of charges seeking their termination shall not be eligible for this sick leave benefit.

ARTICLE XII
HOLIDAYS AND PERSONAL DAYS

Section 12.1. Holidays and Holiday Pay. The following shall be counted as holidays for eligible employees:

Official Holidays	Day Observed*
New Year's Day	January 1
Presidents Day	Same as National Holiday
Spring Holiday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

Effective January 1, 2014 the following shall be counted as holidays for eligible employees:

Official Holidays	Day Observed*
New Year's Day	January 1
Spring Holiday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

Effective January 1, 2015 the following shall be counted as holidays for eligible employees:

Official Holidays	Day Observed*
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

*Forty (40) hour week employees shall observe the above holidays on the same days as unrepresented City employees

Section 12.2. Eligibility Requirements. In order to be eligible for holiday pay for a holiday designated in Section 1 of this Article, an employee must work in the week in which the

holiday falls and must work his or her full scheduled working day immediately preceding and immediately following the holiday, as well as during the holiday if scheduled, unless the employee is on pre-approved paid vacation or shift trade. If the employee calls in sick, the employee shall not be eligible for holiday pay unless proof of sickness is determined to the satisfaction of the Fire Chief.

An eligible employee shall receive eight (8) hours pay at his regular straight time hourly rate for the designated holiday. No employee shall be eligible to earn or receive holiday pay benefits pursuant to Section 2 or 3 of this Article until after he or she has completed thirty (30) days of continuous full-time employment with the City.

Section 12.3. Pay for Work on Designated Holiday. In addition to the benefit described in Section 2 of this Article, if an employee is required to work on a shift that begins on the holiday, the employee shall be paid an additional four hours of pay for working the entire 24-hour shift (or a pro-rata portion of four hours for working less than the entire 24-hour shift).

Section 12.4. Personal Days. With prior approval of the Chief or his designee, employees employed for at least ninety (90) calendar days may request to use up to two (2) 24-hour shift (or for 8/10-hour employees, forty-eight (48) hours) per anniversary year of employment for personal business. Personal leave must be used by the end of the employee's anniversary date of employment or it will be lost; it cannot be carried over from anniversary year to year and is not payable upon separation from employment. Whenever possible, requests for personal leave should be made to the Deputy Chief of Operations no later than seventy-two (72) hours in advance of the desired time off. As a general rule, such time must be taken off in full shift increments, although half shift increments may be approved by the Fire Chief or his designee. The Fire Chief or his designee has discretion to approve or deny personal leave requests.

Effective January 1, 2013 employees may request to use up to one (1) additional 24-hour shift for personal business. This additional time off must be used by December 31, 2013 or it will be lost. This additional day is not payable upon separation from employment. All other conditions regarding the use of personal days shall remain in effect for this additional day.

ARTICLE XIII

LEAVES OF ABSENCE

Section 13.1. Unpaid Discretionary Leaves. The City in its discretion may grant an unpaid leave of absence under this Article to any bargaining unit employee where the City determines there is good and sufficient reason. The City shall set the duration, terms and conditions of such leaves.

Any request for unpaid discretionary leave shall be submitted in writing by the employee to the City 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 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 13.2. Jury Leave. Should any full-time employee covered by this Agreement be required to serve on a jury, that employee shall be excused from work without loss of regular straight time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. The

employee shall submit a certificate evidencing that he/she appeared and served as a juror and shall remit any juror fee in order to receive pay for such jury service. The employee may retain any money received to cover travel, meal, and/or lodging expenses.

Section 13.3. Witness Leave. An employee shall be granted a leave of absence without loss of regular straight time pay or portions thereof (provided he returns any witness related compensation to the City) when called as a witness on any proceeding related to his official duties as an employee of the City, unless: (a) the employee is a claimant or plaintiff in the proceeding against the City; or (b) the employee is called as a witness by the plaintiff, grievant or charging party/authority in an employment or labor dispute involving the City. The employee must provide evidence satisfactory to the City of the need for such leave.

Section 13.4. Military Leave. Military Leave and benefits shall be granted in accordance with applicable state and federal laws. Employees must apply for and verify the need for such leave as soon as they are aware of the need for such leave.

Section 13.5. Funeral Leave. In the event of the death of an immediate family member, a full-time employee may be permitted upon approval of the Fire Chief to be absent from his job for up to twenty-four consecutive work hours without loss of pay. For purposes of this Section, immediate family shall include only the following persons: parents (natural, steps or legal guardian), spouse, children (natural, adopted, foster or step), siblings, grandparent, grandchild, parents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

An employee shall provide satisfactory evidence of the death, his need for the requested time off, and of the employee's attendance at the funeral or need to handle related matters if so requested by the City. Leave beyond that permitted above may, upon approval of the City or his designee, be taken by an employee if deducted from the employee's available vacation leave benefits.

Section 13.6. Family Medical Leave Act. The parties agree that the City shall adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act.

Section 13.7. Non Employment Elsewhere. A leave of absence under this Article and Article XI (Sick Leave) will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment (except if that employment is for military duty). Any employee who engages in employment elsewhere (including self employment) while on any leave of absence under this Article or Article XI (Sick Leave) shall be subject to discharge by the City.

Section 13.8. Leaves in General. An employee on a paid leave of absence as provided for by this Agreement, or any unpaid leave of up to 30 calendar days shall retain and continue to accumulate all City benefits including: insurance coverage, sick leave, vacation time, and any applicable pay increases. Unless otherwise required by law, an employee on any unpaid leave of absence of more than thirty (30) calendar days or more shall not earn or accrue any City benefits, including but not limited to vacation leave, sick leave, paid insurance benefits, any applicable pay increases, etc., for the period of the leave.

ARTICLE XIV

WAGES

Section 14.1. Base Wages. Base wages to take effect May 1, 2012, May 1, 2013, May 1, 2014, and May 1, 2015 are set forth on the Compensation Plan Schedule attached to this Agreement as Appendix A. Market rate adjustments to firefighter and lieutenant pay, which are reflected in the Compensation Plan Schedule, are as follows:

<u>Date</u>	<u>Market Rate Adjustment</u>
5/1/12	2.0%
5/1/13	2.5%
5/1/14	2.5%
5/1/15	wage reopener

Retroactive pay increases will be for all hours compensated for every member of the unit employed as of the date of ratification of this Agreement.

Section 14.2. Placement Annual Movement Through Compensation Plan. The ability to reach the top of the pay range in the Compensation Plan is not guaranteed. Rather, it is dependent on the employee's performance and dedication in his or her position. Merit evaluation based upon annual performance appraisals will be the only factor in determining salary and wage movement from step to step within the Compensation Plan.

New hires shall not be paid below the minimum of the established pay range for their position. The City reserves the right, however, to offer a newly hired employee with either fulltime sworn experience in another municipality or fire protection district or experience as a part-time firefighter for the City initial placement on the Compensation Plan Schedule at a step commensurate with his years of experience as a full-time sworn firefighter (or the part-time equivalent for City part-time firefighters), not to exceed Step 3. Such credit for prior service as a firefighter, if any, shall be only for purposes of initial placement and subsequent merit step advancement on the Compensation Plan Schedule.

When an employee is hired, the date of hiring shall determine the employee's potential rate of pay increase during the first year. New employees and promoted employees shall be appraised at the conclusion of their first anniversary date for their first year of service in the position and upon the conclusion of their probationary period (if any). Thereafter, employees with anniversary dates of May 1st through October 31st and promoted employees with anniversary dates of May 1st through October 31st shall be eligible for subsequent merit step increases each following May 1st. Employees with anniversary dates November 1st through April 30th and promoted employees with anniversary dates November 1st through April 30th shall be eligible for subsequent merit increases one (1) year after the next May 1st. The initial salary increase for a newly promoted fire lieutenant shall be to the first step in the lieutenant pay grade.

The advancement process provides for continuing eligibility for annual compensation advancement as long as top pay has not been achieved. Performance appraisals shall be conducted annually at the end of the fiscal year (April) for all employees, with salary increases to be implemented on May 1st. Mid-year reviews shall be conducted in October or November of the fiscal year. Employees moving through steps 1-4 who receive a score of 1.76 or higher on their annual performance review shall advance one merit step along the Compensation Plan Schedule. Employees moving through steps 5-7 who receive a score of 2.51 or higher on their

annual performance appraisal shall advance one merit step along the Compensation Plan schedule. If a merit step is not achieved in any given year, consideration shall be provided again in the following year based on the annual performance rating.

An employee who is denied a merit step increase may file a grievance concerning his own evaluation, but the City's action may not be overturned by an arbitrator unless it is shown to be arbitrary and capricious.

Section 14.3. Merit Bonus. Employees at the maximum of their salary ranges are not eligible for base salary step increases. However, they may be eligible for performance awards which shall be paid in the form of lump sum bonuses subject to the performance appraisal/review. Lump-sum performance awards shall be equal to the amount for the level of performance attained based on the Merit Increase Guide for the year. Funding of the bonus program is subject to annual budget authority as applied to all unrepresented Departments within the City.

Section 14.4. Paramedic Compensation. Effective May 1, 2012 all certified paramedics shall be compensated pursuant to Appendix A – Firefighter Paramedic/Lieutenant Paramedic wage scale. An employee who ceases to meet the qualifications of paramedic shall be paid according to Appendix A – Firefighter/Lieutenant wage scale.

Section 14.5. Temporary Job Reclassification. In the event an employee is assigned the total responsibility of a job which has a higher pay grade and pay range for two consecutive weeks or more, that employee shall be compensated at a rate commensurate with the minimum of the higher range, or ten percent (10%) above the employee's base rate, whichever is greater.

Section 14.6. Acting Up Pay. A firefighter assigned by the City to serve as an officer-in-charge for eight hours or more in a shift due to there being no lieutenant assigned to work at the station (or the lieutenant being on duty but out of town), the firefighter shall receive an additional one hour of pay at time and one-half.

ARTICLE XV

INSURANCE

Section 15.1. Medical and Life Insurance Plan. During the term of this Agreement, the City shall continue to make available to non-retired, full-time employees and their eligibles the same medical, dental and life insurance plan(s) as provided for regular, full-time unrepresented employees. The City reserves the right to make any changes, reductions, modifications, deletions, or improvements with respect to employee medical or life insurance (including but not limited to changes in insurance carriers, insurance plans, benefit levels, deductibles, co-payment levels, opting for self-insurance, etc.), so long as such changes are equally applicable to regular, full-time unrepresented employees.

During the term of this contract the employee will contribute the following toward the payment of medical, dental and life insurance premiums: employee plus one or family portion of medical insurance premium - employee pays 20%; family portion dental insurance premium - employee pays 50%; employee portion or employee only medical insurance premium - 10%; single dental- 0%; life insurance - 0%. The amount of employee premium contributions required under this Section shall be deducted from the employee's regular paychecks.

Section 15.2. Cost Containment. The City reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 15.3. Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 15.4. Right to Maintain Coverage While on Unpaid Leave or on Layoff. An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying monthly in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage for as long as permitted under COBRA. The rights of employees on military leave to maintain coverage shall be governed by applicable state and federal law.

Section 15.5. IRC Section 125 Plan. The Employer shall permit full-time employees to participate in the IRC Section 125 Plan offered to regular, full-time unrepresented employees of the City. This Plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

ARTICLE XVI

UNIFORMS

Section 16.1. Original Issue of Uniform. The parties agree that each new employee hired by the City shall be issued his initial uniform at the City's expense consisting of three (3) pair of pants, three (3) long sleeve shirts, three (3) short sleeve shifts, one (1) belt, nameplate, (1) duty jacket, black tie, and dress hat, and one (1) pair of station footwear. All other uniform items shall be provided at the employee's expense.

Section 16.2. Uniform Allowance. Employees who have successfully completed their probationary period and who are required to wear and regularly and continuously maintain prescribed items of uniform clothing set forth in Section 1 above shall be issued or reimbursed for the purchase of same or items on the optional equipment list set forth in Appendix B in amounts not to exceed five hundred (\$500) per fiscal year (pro-rated for the fiscal year in which an employee completes his probation) from a vendor designated by the City (upon presentation of required receipts), no more than \$250 of which for optional equipment items, under the following circumstances:

1. An employee's clothing or equipment is damaged beyond repair through causes other than negligence of the employee; or
2. The item is on the optional equipment list and has yet to be purchased; or
3. An employee's clothing or equipment is worn and in need of replacement because of ordinary wear and tear; or

4. The Deputy Chief or his designee specifies new or additional items of uniform clothing that will be covered under the allowance.

An employee who purchases uniform items or equipment without first obtaining approval from the City does so at his own risk. Employees must return to the City all worn or damaged clothing or equipment. Employees are responsible for cleaning and maintenance of their uniforms and equipment, and shall maintain a professional appearance at all times, regardless of whether they have exhausted their uniform allowance.

Employees will be responsible for the return of uniforms and equipment purchased with City funds or issued directly by the City in good condition, less normal depreciation and destruction in the course of employment.

Turnout gear shall be provided by the City without charge, and will be replaced by the City as it sees fit. Any new bunker gear purchased shall meet applicable National Fire Protection Association (NFPA) standards for such items of clothing and personal equipment, to the extent such items of clothing and personal equipment which meet applicable NFPA standards are commercially available.

ARTICLE XVII

SAFETY

Section 17.1. Introduction. The City and the Union agree that protecting the safety and health of the employees in their work demands the highest concern of the Fire Department. In order to promote this concern among all employees, as individuals and as members of companies, the City and the Union urge every employee to suggest methods of improving safety and health in the working conditions of employment.

Section 17.2. Safety Committee. The City and the Union mutually agree that, in the interest of maintaining the highest standards of safety and health and to minimize the risk of accidents, injuries and illness in the fire service, that a Department-wide safety committee be created to address safety issues. The committee shall be made up of representatives of the entire Department and chaired by the Department Safety Officer. The membership shall not exceed five representatives, one of whom shall be appointed by the Union President as Union representatives of bargaining unit employees.

The Committee shall meet quarterly and at other times approved by the Chief and the Department Safety Officer for the following purposes:

- (a) review and discuss matters pertaining to the safety of on duty employees;
- (b) To review and analyze reported accidents and personal injuries, and make recommendations regarding the same;
- (c) make recommendations to the Chief on ways to encourage employees to comply with safety rules, regulations and procedures; and
- (d) make recommendations to the Chief concerning safety conditions, facilities, apparatus, protective equipment, protection and work clothing, procedures, safety rules, accident prevention and other safety matters.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be

considered at a safety committee meeting, nor shall negotiations for the purpose of altering any of the terms of this Agreement be carried on at such meetings. Such meetings are intended to improve communications and are advisory only.

Although attendance at safety committee meetings by employee Union representatives shall be voluntary on the employee's part, the City shall pay the employee Union representative his straight time hourly rate of pay for time spent in such meetings outside of scheduled working time. Attendance during such meetings outside of scheduled working time, however, shall not be considered time worked for overtime compensation purposes. If a safety-committee meeting is scheduled at the request or consent of the City during the regularly scheduled duty hours of an employee Union representative, such employee Union representative may be released from work without loss of pay, provided he shall remain available to return to work if needed.

ARTICLE XVIII

MISCELLANEOUS

Section 18.1. Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

Section 18.2. Ratification and Amendment. This Agreement shall become effective when ratified by the Union and the City Council and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 18.3. Physical/Psychological Examinations. If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the City may require, at its expense (to the extent not otherwise paid for by the employee's insurance), that the employee have a physical examination and/or psychological examination by a qualified and licensed medical professional selected by the City. The City will not make a psychological exam a pre-condition for returning from a layoff. The City also may continue to require, at its expense (to the extent not otherwise paid for by the employee's insurance), periodic physical examinations of all employees.

Section 18.4. Physical Fitness Requirements. In order to maintain efficiency in the Fire Department, to protect the public and to reduce insurance costs and risks, the City, after consulting with the Union, may establish a reasonable physical fitness program with voluntary and/or required employee participation and goals. In the event a mandatory plan would subject employees to discipline, the parties agree to re-open this Section 18.4 to bargain over the mandatory nature of the program and go to interest arbitration, if necessary.

Section 18.5. Light Duty. The Fire Chief, in his discretion, may assign an employee to light duty who is unable to perform full duty responsibilities because he has suffered an illness, injury, or disability provided such light duty work is available and he has been released for light duty by his physician and by a physician designated by the City, (should the City so require) and where the City determines there is a reasonable expectation that the employee will be able to return to full duty within six (6) months. The employee's working hours and duties will be established by the Chief, consistent with any limitations on the release for light duty specified in writing by the physician for the employee and City (should the City so require). In the event the

employee is assigned to work a shift other than a 24/48 schedule, absent approval of the employee, the employee's light duty hours will be scheduled so that the employee does not work before 8:00 a.m. or after 6:00 p.m., and shall not work holidays. The Chief reserves the right to terminate a light duty assignment (if the employee is fit to return to such assignment as determined by a physician designated by the City) or to a leave of absence.

Nothing herein shall be construed to require the City to create light duty assignments for an employee, or to provide light duty work when such assignments may be available. Employees will only be assigned to light duty assignments when the City in its discretion determines that the need exists and only as long as such need exists.

Section 18.6. Drug and Alcohol Prohibitions/Testing. The City wishes to provide a drug free/alcohol free work environment for all City employees. As such, employees shall comply with the City's and Department's policies and procedures regarding drug and alcohol prohibitions and testing in effect as of the date of this Agreement, and any and all state or federal laws and regulations regarding prohibitions and testing.

Section 18.7. Educational Assistance. Full-time employees wishing to advance their educational qualifications at the college level may be reimbursed the cost of tuition for successful completion of college level courses, which are relative to their work assignments and/or career development. Successful completion of the courses of study shall mean the attainment of a "C" grade (or equivalent) and/or a certification of same. Employees required to attend such courses shall be reimbursed.

Before reimbursement may be granted, the employee must obtain written approval from the Fire Chief, Reimbursement may be made upon submission of written receipts for approved courses, after completion of the course. Such approved courses shall be attended during the employee's time away from work and not during working hours.

If an employee separates from employment with the City within the following stated periods of time from the date of the completion of the reimbursed course, as set forth below, he/she shall repay the City, upon demand, the sum equivalent to the percentage of reimbursement as follows:

PERIOD	REPAYMENT PERCENTAGE FOR COLLEGE COURSES
0 Days – 180 Days	100%
181 Days – 360 Days	75%
361 Days – 540 Days	50%
541 Days – 720 Days	25%

In the event an employee is required to reimburse the City for its costs upon the Firefighter's resignation from the Fire Department, the City shall have the right to set off such amount against any accrued but unpaid salaries, wages or vacation pay due and owing to the Firefighter. Employees shall be required to sign an agreement to this effect as a condition to receipt of such reimbursement.

Courses or programs that may be eligible for reimbursement include classes offered by an accredited college, university, or technical school, courses offered as part of an adult continuing education program, and courses offered by a professional educational or training company or facility, as approved by the Fire Chief.

Section 18.8. Other Reimbursement of Training and Related Expenses. Employees who leave the City for any reason (other than a work-related disability leave, active duty in the military or pension) within 540 days of the completion of any City-paid or reimbursed training or education not covered by Section 18,7 above shall, upon demand by the City, reimburse the City for any and all costs incurred by the City because of their education and training, including but not limited to tuition, books, mileage, room and board to the extent applicable. The amount required to be repaid is as follows:

PERIOD	REPAYMENT PERCENTAGE FOR TRAINING & SCHOOLING
0 Days – 180 Days	75%
181 Days – 360 Days	50%
361 Days – 540 Days	25%

In the event an employee is required to reimburse the City for its costs upon the Firefighter's resignation from the Fire Department, the City shall have the right to set off such amount against any accrued but unpaid salaries, wages or vacation pay due and owing to the Firefighter. Employees shall be required to sign an agreement to this effect as a condition to receipt of such training or training reimbursement costs.

Section 18.9. Outside Employment. Outside employment is any employment, including self employment or the contracting or accepting of anything of value in return for services, in addition to an employee's regular position with the City. No employee is permitted to engage in any outside employment without prior written approval of the Fire Chief, as such employment may result in a conflict of interest or infringe on their ability to do their job for the City. No denial, however, shall be for arbitrary or capricious reasons. An application of outside employment may be obtained from the Fire Chief or Human Resources.

While working on outside jobs, employees are not covered by the City's workers' compensation insurance unless otherwise required by law. Nor may employees utilize any City offices, equipment or information systems in their outside employment. The Chief may permit, however, employees hired to teach firefighter training classes to utilize their turnout gear and SCBA equipment. If outside employment, including self-employment, has previously been approved or permitted by the City, and if it later appears that such outside employment, including self-employment, may result in a conflict of interest or infringe on the ability of the employee to do his job for the City, or increase the City's exposure to legal liability, prior approval for such outside employment may be revoked.

Section 18.10. Americans with Disabilities Act. The parties agree that The City has the right to take any actions necessary to be in compliance with the requirements of the Americans with Disabilities Act.

Section 18.11. No Smoking. All employees are strongly encouraged to quit smoking and using tobacco products. Any employees who do not quit smoking are prohibited from smoking or using tobacco products within City of Geneva facilities (except in designated areas) or vehicles.

Section 18.12. Union Solicitation. While the City acknowledges that the Union may conduct solicitation of Geneva merchants, residents or citizens, the Union agrees that neither it nor its officers, agents or members will solicit any person or entity for contributions on behalf of the Geneva Fire Department of the City of Geneva. The Union agrees that the City name, shield or insignia, City or Department logo, communication systems, supplies and/or materials will not be used for solicitation purposes. Solicitation for the benefit of the Union by bargaining unit employees may not be done on work time or in a work uniform. Neither the Union nor its officers, agents or members may use the words "Geneva Fire Department" in its name or describe itself as the "City of Geneva." The Union shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining and other benefits to all firefighter and lieutenant rank officers employed by the City.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by the Union or its members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

Prior to conducting any solicitation campaign directed at the City of Geneva's residents or businesses, the Union agrees to provide the City Administrator with fourteen (14) days advance written notice of the campaign, and how long the campaign will last.

Section 18.13. Residency. As a condition of continuing employment, within one year of an employee's date of hire, the employee must establish and thereafter continue to maintain his actual residence and domicile within a twenty-five (25) mile radius of the City limits.

Section 18.14. Use of Part-time and Paid on Call Firefighter. Paid On Call personnel who are certified as a Firefighter II and *EMT-B/EMT-P* may be scheduled to fill open shifts in the career ranks that result from vacation, personal, work reduction days, sick days from 18:00 to 08:00 hrs., or sick days following three consecutive sick days. Selection to fill these types of shifts will be based on the individual's knowledge, skills, abilities, and experience as well as an ongoing evaluation by the Shift Commanders and Command Staff.

Section 18.15. Class Attendance During Shift. At the discretion of the Fire Chief, or his designee, employees may attend job related professional training that may occur on scheduled shift days. Such training shall not include college courses, unless required by the City. This time, once approved, will also be considered as filling a slot on the vacation calendar for additional time off requests or modifications.

ARTICLE XIX

SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XX

ENTIRE AGREEMENT

- A. This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term as to any condition of employment covered by the provisions of this Agreement, and both parties waive their right to bargain for the term of this Agreement as to such conditions of employment. As to such conditions of employment, this Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.
- B. As to any conditions of employment which constitute a mandatory subject of bargaining or a permissive subject of bargaining over which the Union has effects bargaining rights under the Illinois Public Labor Relations Act (IPLRA), and which are not covered by a provision of this Agreement, the Union shall retain its right to bargain during the term of this Agreement as provided by the IPLRA in the event the City wishes to make any change in such conditions of employment. If the City desires to make such a change during the term of this Agreement, it shall first provide the Union with written notice of the proposed change and specify whether it believes such change to involve a mandatory or permissive subject of bargaining. The Union's bargaining rights shall be implemented according to the following procedure as to proposed changes that involve a mandatory subject of bargaining:
1. If the Union wishes to exercise its bargaining rights as to the decision and/or effects of the proposed change, it must notify the Employer in writing within seven (7) days of its receipt of the City's notice or within seven (7) days of when the Union, through the use of reasonable diligence, could have obtained knowledge of the decision and/or effects of the proposed change. Bargaining as to both the decision and its effects shall commence within seven (7) days of the Union's timely notice to the City or at such other times as may be mutually agreed by the parties. Such bargaining shall continue for a period of thirty (30) calendar days from the date of the Union's notice to the City or longer if mutually agreed or for a shorter period if an agreement or an impasse is reached in a lesser period of time.
 2. If the parties reach impasse regarding the City's proposed change, the City may implement its decision on an interim basis for the remaining term of this Agreement and beyond unless later changed by agreement, but such decision and action shall be subject to further bargaining upon the negotiations of a successor Agreement as provided in Article XXI (Duration and Termination) and may be submitted to interest arbitration upon the negotiations of a successor Agreement.
 3. In the event that the Union timely exercises its bargaining rights, the parties are unable to reach an agreement, and the City's decision and action is submitted to interest arbitration upon the negotiations of a successor Agreement, the Union's position in such arbitration hearing shall not be prejudiced by the fact of the City's interim decision and action, and the arbitration panel shall treat such issue as a

City proposal and shall have authority, if the panel deems it appropriate, to order the City to prospectively rescind or otherwise prospectively alter the disputed decision and/or its effects. Any economic loss or damage incurred to members of the bargaining unit which the Union claims to have resulted from the City's interim implementations of its decision may be considered as an economic issue and ruled upon by the arbitration panel, subject to the limitation of Section 14(j) of the IPLRA (as it existed as of the signing of this Agreement), or be weighed as part of the overall award as to items in dispute. Either party shall have the right to introduce evidence in interest arbitration relating to the actual experience under the City's implemented interim decision.

C. As to any action not covered by a provision of this Agreement which is not a mandatory subject of bargaining, but over which the City is obligated to bargain as to the effects of its decision under the IPLRA, the Union shall retain its right to effects bargaining and such effects bargaining rights shall be implemented according to the procedure stated above except that:

1. The City's duty to bargain shall extend only to the effects of its decision.
2. The City's decision may be implemented immediately and only the effects of this implemented decision may be subject to further bargaining and/or to a decision by any interest arbitration panel that may be convened in connection with the negotiations of a successor Agreement pursuant to the IPLRA. If such interest arbitration panel deems it appropriate, it may prospectively alter or remedy the effects of the implemented decision (i.e., from and after the first day of a successor agreement or the start of any subsequent fiscal year, as applicable, upon the negotiation of any successor Agreement).

D. In the event of a dispute between the City and Union as to whether an item is a mandatory or permissive subject of bargaining, the parties shall submit that disputed issue for determination by a Declaratory Ruling pursuant to the rules of the Illinois State Labor Relations Board (Section 1200.140). The parties agree to be preliminary bound by the Declaratory Ruling for purposes of determining midterm bargaining obligations as set forth in this Article, but such ruling shall not be binding on the parties or on an interest arbitration panel in connection with the negotiation or arbitration of a Successor Agreement as provided in Article XXI (Duration and Termination) and the IPLRA.

ARTICLE XXI

DURATION AND TERM OF AGREEMENT

Section 21.1. Termination in 2016. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2016. 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 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 anniversary date.

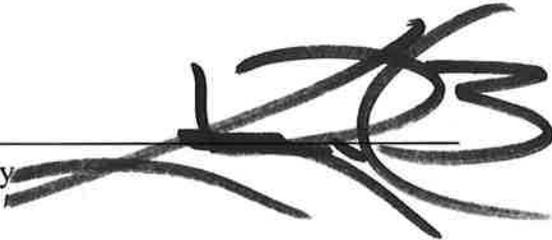
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 10th day of December, 2012.

CITY OF GENEVA

GENEVA PROFESSIONAL
FIREFIGHTERS ASSOCIATION,
LOCAL NO. 4287, IAFF

By



Mayor

(Title)

By



President GPFA 4287

(Title)

APPENDIX A

WAGES

Firefighter/Lieutenant

Firefighter	5/1/2012	5/1/2013	1/1/2014	5/1/2014	12/27/2014	5/1/2015
	2.00%	2.50%	Add W/R Day	2.50%	Add W/R Day	2.25%
1	52,415 19.0047	53,725 19.4798	19.5365	55,068 20.0249	20.1053	56,307 20.5576
2	59,162 21.4511	60,641 21.9874	22.0513	62,157 22.6026	22.6934	63,556 23.2039
3	63,304 22.9529	64,887 23.5267	23.5952	66,509 24.1850	24.2822	68,005 24.8286
4	67,403 24.4391	69,088 25.0501	25.1230	70,815 25.7510	25.8544	72,408 26.4360
5	70,775 25.6617	72,544 26.3032	26.3798	74,357 27.0393	27.1478	76,030 27.7583
6	74,314 26.9449	76,172 27.6185	27.6989	78,076 28.3913	28.5054	79,833 29.1467
7	78,030 28.2922	79,981 28.9995	29.0839	81,980 29.8110	29.9307	83,825 30.6041
Lieutenant	5/1/2012	5/1/2013	1/1/2014	5/1/2014	12/27/2014	5/1/2015
	2.00%	2.50%	Add W/R Day	2.50%	Add W/R Day	2.25%
1	81,196 29.4402	83,226 30.1762	30.2640	85,307 31.0206	31.1452	87,226 31.8461
2	85,254 30.9115	87,385 31.6843	31.7764	89,570 32.5709	32.7017	91,585 33.4375
3	89,517 32.4572	91,755 33.2686	33.3654	94,049 34.1995	34.3369	96,165 35.1096
4	93,995 34.0809	96,345 34.9329	35.0345	98,754 35.9104	36.0546	100,976 36.866

Firefighter Paramedic/Lieutenant Paramedic

Firefighter	5/1/2012	5/1/2013	1/1/2014	5/1/2014	12/27/2014	5/1/2015
	2.00%	2.50%	Add W/R Day	2.50%	Add W/R Day	2.25%
1	55,169 20.0031	56,548 20.5031	20.5628	57,961 21.0768	21.1613	59,265 21.6375
2	61,916 22.4496	63,464 23.0108	23.0777	65,050 23.6546	23.7495	66,514 24.2840
3	66,058 23.9515	67,710 24.5502	24.6217	69,402 25.2372	25.3386	70,964 25.9086
4	70,157 25.4374	71,910 26.0734	26.1492	73,708 26.8030	26.9106	75,366 27.5160
5	73,528 26.6601	75,367 27.3266	27.4061	77,251 28.0913	28.2041	78,989 28.8387
6	77,068 27.9434	78,995 28.6420	28.7253	80,970 29.4435	29.5617	82,792 30.2270
7	80,784 29.2907	82,803 30.0230	30.1104	84,874 30.8631	30.9871	86,784 31.6844
Lieutenant	5/1/2012	5/1/2013	1/1/2014	5/1/2014	12/27/2014	5/1/2015
	2.00%	2.50%	Add W/R Day	2.50%	Add W/R Day	2.25%
1	83,950 30.4387	86,049 31.1997	31.2904	88,200 32.0727	32.2015	90,185 32.9261
2	88,008 31.9099	90,208 32.7077	32.8029	92,463 33.6229	33.7579	94,543 34.5175
3	92,971 33.4558	94,578 34.2922	34.3919	96,942 35.2517	35.3933	99,123 36.1896
4	96,749 35.0794	99,168 35.9564	36.6010	101,647 36.9625	37.1109	103,934 37.9460

APPENDIX B
OPTIONAL EQUIPMENT LIST

Leather Bunker Boots
Flashlights
Truckman Belts
Eye Protection (nonprescription OSHA or NIOSH approved)
Specialty Gloves (extraction, rappelling)
Watches damaged on duty
eyewear damaged on duty
Knives, seatbelt cutter, shove knives, window punch
Webbings
Other items authorized by the Fire Chief

APPENDIX C
DUES CHECKOFF

Pursuant to section 2.1 of the contract I, _____ authorize the City of Geneva to withhold \$ _____ per month from my pay. This amount is for monthly Union Dues to The Geneva Professional Firefighters Association Local 4287.

Signature _____

Date _____

Section 2.1 Dues Deductions. Upon receipt of a voluntarily signed authorization form (Appendix C) from an employee in the Union, the City agrees for the duration of this Agreement to deduct from said employee's pay uniform monthly dues and assessments. Deductions will begin with the month following the month in which the authorization form is received by the City. The Union will notify the City in writing of the amount to be deducted. Deductions shall be made from the last City paycheck of each month and shall be remitted to the Union within fifteen (15) days following the end of the month in which they were deducted.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the City's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year by giving the City at least thirty (30) days' written notice of any change in the amount of the uniform dues to be deducted.

A Union member desiring to revoke the dues checkoff may do so at any time upon written notice to the City. Dues shall be withheld and remitted to the Union unless or until such time as the City receives a notice of revocation of dues checkoff 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. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article V of the Agreement (No Strike-No Lockout).

If an employee has no earnings or insufficient funds to cover the amount of dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Side Letter of Agreement #1

The City will edit SOG to allow duty trades of 12 hours to be taken without documentation, as long as it is tracked **in** the department's record management system (RMS).

Executed this 19th day of May, 2008

Side Letter of Agreement #2

City will edit SOG for employees to receive notification from the Deputy Chief of Operations upon approval or denial of paid time off and duty trades.

Executed this 19th day of May, 2008.

Side Letter of Agreement #3

The City and the Union hereby agree to explore methods for funding retiree health insurance, such as through a post-employment health plan. The parties recognize that any method agreed to would have to be cost neutral to the City.

Executed this 19th day of May, 2008.

LETTER OF AGREEMENT CONCERNING USAGE OF PAID ON CALL MEMBERS TO COVER OPEN CAREER FIREFIGHTER POSITIONS CREATED BY THE ESTABLISHMENT OF THE BATTALION CHIEF POSITION

This Letter of Agreement shall constitute a side agreement to the Agreement between the City of Geneva, Illinois ("City") and Geneva Professional Firefighters Union, Local No. 4287 of the International Association of Firefighters ("Union") dated May 18, 2014 through April 30, 2016 ("Contract"). The City and the Union hereby agree as follows:

1. The Contract currently provides that Paid On Call ("POC") personnel who are certified as a Firefighter II and *EMT-B/EMT-P* may be scheduled to fill open shifts in the career ranks that result from vacation, personal, work reduction days or sick days following three consecutive sick days. Selection to fill these types of shifts will be based on the individual's knowledge, skills, abilities, and experience as well as an ongoing evaluation by the Shift Commanders and Command Staff.
2. Pursuant to paragraph 1 the Union agrees to the utilization of POC personnel, on a temporary basis, to fill the open career Firefighter positions created by the establishment of the Battalion Chief position. The use of the POC personnel, in this capacity, will end as the open positions created by the above mentioned position are filled with certificated personnel.
3. The Union shall use this letter as a sign of intent that the City will fill the career Firefighter positions that are vacated as a result of the creation of the Battalion Chief position as quickly as is fiscally possible, recognizing that it may take longer than one fiscal year to achieve said goal.
4. The Union and City agree that that it is a desirable and common goal to fill these positions with certified employees. It is acknowledged and agreed that this will be affected by the City's ability to fund and sustain the new positions in the future.
5. This Letter may be extended into the next contract period if agreed upon by both parties entering into this Letter of Agreement.
6. Except as modified herein, all other terms and conditions of the Contract shall remain in effect.
7. The representatives of the parties indicated below hereby represent and warrant that they have authority to execute this Letter of Agreement.

City of Geneva

Geneva Professional
Firefighters Union, Local No.
4287, IAFF

By:



Title:

MAYOR

Date:

10/13/14

By:



Title:

President

Date:

10/10/14

Side Letter of Agreement

The City and the Union hereby agree to follow the testing sequence for the position of Battalion Chief to be held between October 1, 2014 and November 30, 2014 as identified in the "Notice of Waiver – Promotion Examination" dated June 18, 2014 (attached) and issued by the Board of Fire and Police Commissioners. The oral interview component is scheduled for the week of November, 3rd - 7th. This is a single-time, non-precedent setting agreement and 50 ILCS 742 / 1-55 and the Collective Bargaining Agreement 2012 – 2016 will otherwise be complied with in mutual agreement between the parties.

Executed this 10TH day of October, 2014

City of Geneva

A handwritten signature in black ink, appearing to be a stylized set of initials or a name, written over a horizontal line.

IAFF, Local #4287

A handwritten signature in black ink, appearing to be "Ken B. [unclear]", written over a horizontal line. Below the signature, the word "President" is written in a cursive script.

President

RESOLUTION NO. 2015-02

RESOLUTION APPROVING LETTER OF AGREEMENT CONCERNING APPOINTED MEMBERS OF THE GENEVA FIRE DEPARTMENT, REENTRY INTO THE BARGAINING UNIT FOR PREVIOUSLY EXEMPT EMPLOYEES AND ADVANCEMENT INTO OTHER TESTED POSITIONS BETWEEN THE CITY OF GENEVA AND THE IAFF LOCAL 4287.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That union representatives and the City management team have negotiated a letter of agreement between the City of Geneva and the Illinois Association of Fire Fighters (IAFF) Local 4287 regarding appointed members of the Geneva Fire Department, reentry into the bargaining unit for previously exempt employees and advancement into other tested positions.

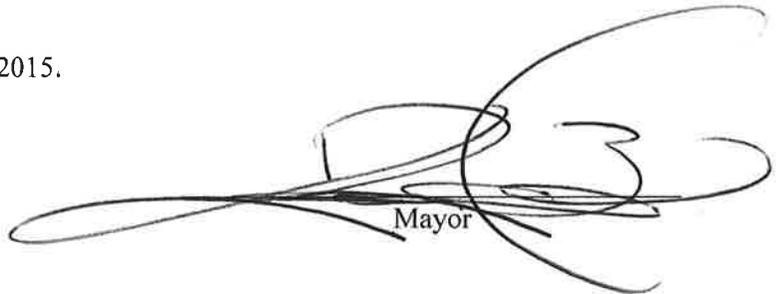
SECTION 2: That said Agreement shall be effective from the date of execution.

SECTION 3: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 12 day of Jan, 2015.

AYES: 9 NAYS: 0 ABSENT: ABSTAINING: HOLDING OFFICE:

Approved by me this 12 day of Jan, 2015.


Mayor

ATTEST:


Deputy City Clerk

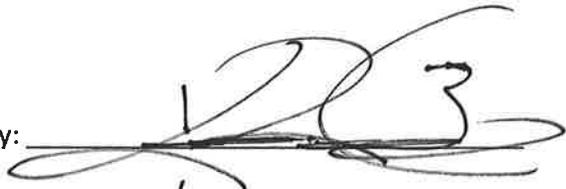
LETTER OF AGREEMENT CONCERNING APPOINTED MEMBERS OF THE GENEVA FIRE DEPARTMENT, REENTRY INTO THE BARGAINING UNIT FOR PREVIOUSLY EXEMPT EMPLOYEES AND ADVANCEMENT INTO OTHER TESTED POSITIONS

This Letter of Agreement shall constitute a side agreement to the Agreement between the City of Geneva, Illinois ("City") and Geneva Professional Firefighters Association, Local no. 4287 of the International Association of Firefighters ("Union"). The City and the Union hereby agree as follows:

1. Parties agree that time served by a full time employee of the Geneva Fire Department, in an appointed rank or position, shall be counted as time served in the last tested rank. *(i.e., an employee at the tested rank of Lieutenant is appointed to a position such as Deputy Chief or Fire Marshal, the employee shall continue to accrue time in the rank as a Lieutenant).*
2. Parties agree that full time employees, not included in the bargaining unit due to an appointment, shall be eligible to challenge all promotional exams (tested and appointed) that they would have been eligible to challenge, if serving in their last tested rank or position.
 - A. In the event that individual is offered a position for which they successfully challenged a promotional examination for, they shall be sworn in to that rank or position by the City of Geneva Police and Fire Commission.
 - B. If at any time the City of Geneva eliminates the appointed position the appointed employee will be provided advance notice of such elimination and may return to the last rank for which they were sworn or any line position with the fire department where a vacancy exists.
 - C. All time served in an appointed position, shall count as time served in the previous tested and appointed rank. The time in rank shall be one day greater than the employee that accepted the rank created by the vacancy due to serving in the original appointed position.
3. Appointed employees shall be allowed to return to the bargaining unit if they return to a covered position, and as such will be entitled to all benefits and rights under the collective bargaining agreement.

4. Except as modified herein, all other terms and conditions of the Contract shall remain in effect.
5. The representatives of the parties indicated below hereby represent and warrant that they have the authority to execute this Letter of Agreement.

CITY OF GENEVA

By: 

Title: Mayor

Date: 1/12/15

GENEVA PROFESSIONAL FIREFIGHTERS

ASSOCIATION LOCAL #4278, IAFF

By: 

Title: President - Local 4287

Date: 1/12/15