AGREEMENT

Between

CITY OF EVANSTON, ILLINOIS

And

EVANSTON FIRE FIGHTERS ASSOCIATION
LOCAL NO. 742
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO-CLC

March 1, 2010

through

December 31, 2011

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AGREEMENT
Between
CITY OF EVANSTON
And
EVANSTON FIRE FIGHTERS ASSOCIATION
LOCAL NO. 742
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFL-CIO-CLC

THIS AGREEMENT is entered into by and between the CITY OF EVANSTON, ILLINOIS (hereinafter called the "City" or "Employer") and EVANSTON FIRE FIGHTERS ASSOCIATION, LOCAL NO. 742, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO-CLC (hereinafter called the "Union" or "Association").

WHEREAS, it is the purpose of this Agreement to increase general efficiency in the Fire Department, to maintain the existing harmonious relationship between the Fire Department and its employees and to promote the morale, rights and well-being of the members of the Fire Department, and to resolve grievances and prevent strikes or other disruption of work; and

WHEREAS, the Fire Department and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct, in order that they may merit the respect and confidence of the general public.

ARTICLE I

Recognition and Representation

Section 1.1. Recognition and Representation. The City recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all uniformed classifications, including the rank of Shift Chief, below the rank of Assistant Fire Chief.

Section 1.2. Probationary Employees. Probationary employees are covered by this Agreement; provided, however, that probationary employees during the first twelve (12) months of employment may be terminated or otherwise disciplined at the sole discretion of the City and such action shall not be subject to the grievance or arbitration procedure of this Agreement This probationary employment period may be extended for an employee who is required as a condition of employment to be a certified paramedic, during which time the sole reason that an employee may be discharged without cause or a hearing is for failing to meet the requirements for Paramedic certification as provided in Sections 15.1 and 15.6.

ARTICLE II
Union Membership and Checkoff

Section 2.1. Fair Share. Employees covered by this Agreement who are Union members as of the effective date of this Agreement, shall be required to maintain membership in the Union or if not members to pay, in lieu of dues, a fair share fee consisting of their proportionate share of the collective bargaining process, contract administration, and pursuit of matters affecting wages, hours and other conditions of employment. Employees hired on or after the effective date of this Agreement who elect not to become members of the Union shall also be required, following the completion of their probationary period, to pay a fair share fee. The amount of the fee shall be certified to the City by the Union, and fair share deductions shall be made at the same time and in the same manner as dues checkoff deductions under Section 2.2.

Should any employee object to paying a fair share to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, an amount equal to the employee's fair share shall be paid to a nonreligious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to agree on the matter, payments in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois State Labor Relations Board. The Union shall certify to the City the charitable organization to which such payments are to be made, or the employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis.

Section 2.2. Checkoff. Upon receipt of a signed authorization from an employee in the form set forth in Appendix "A", the City agrees for the duration of this Agreement to deduct from such employee's pay uniform monthly dues and uniform assessments (which may include a uniform amount to cover house dues if the Association so elects).

The Union will notify the City in writing of the amount of the uniform dues or uniform assessments to be deducted. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement, to the Treasurer of the Association no later than seven (7) days following the deduction.

Section 2.3. Indemnification. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

ARTICLE III
No Discrimination

Section 3.1. General. Neither the City nor the Union shall discriminate against any employee because of race, creed, color, sex, national origin or Union activity. The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 3.2. Political Activity. Employees shall have the right to engage in political activities, including to identify themselves as members of the Evanston Fire Department, as long as they engage in such activities while they are off-duty and not in uniform and as long as they do not represent that their positions are positions that are sanctioned by the City or the Evanston Fire Department and make no threats and promises to voters concerning the delivery of services provided by the Evanston Fire Department.

ARTICLE IV
Management Rights

The City shall retain the sole right and authority to operate and direct the affairs of the City and the Fire Department in all its various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the City's right to determine its mission and set standards of service offered to the public, to direct the working forces, to plan, direct, control, and determine the operations or services to be conducted in or at the Fire Department or by the employees of the City; to assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

ARTICLE V
Seniority

Section 5.1. Definition. Seniority is defined as the employee's length of continuous service since his last date of hire, plus periods of prior service with the City's Fire Department, but in no event including any service as a temporary employee. Seniority shall be determined from the following:

a. Date of hire

b. Placement on eligibility list

For those employees hired under category grouping, the following shall be used:

i. Date of hire

ii. Category group placement

iii. Date of original employment application

iv. Coin toss

Section 5.2. Layoff and Recall. In the event of layoff, the employee or employees with the least service in the classification shall be laid off. If a Shift Chief is removed from his classification under the preceding sentence, he shall displace the Fire Captain with the least service in that classification. If a Fire Captain is removed or displaced from his classification under the preceding sentences, he may displace the least senior Fire Fighter and the Fire Fighter so displaced will be laid off. When the City decides to recall to any classification reduced by layoff, it will recall any displaced or laid off employees to the positions affected in inverse order of removal, before making any new promotions or appointments.

Section 5.3. Vacation Selection on Scheduling Vacation. When the City schedules vacations, employees shall be given preference as to vacation selection on the basis of seniority in the Fire Department (not within rank) and by shift to the extent that such scheduling will not interfere with Fire Department operations. Vacation days

must be scheduled in no less than 24-hour increments. Employees shall be permitted an unlimited number of vacation picks, so long as such scheduling is consistent with the following sentence: The total number of employees scheduled off per shift for Kelly Days under Section 10.1 and vacation days shall be six employees (unless fewer vacation requests are received) except that only three (3) employees in the rank of Fire Captain or Shift Chief may be scheduled off for vacation on any shift.

The City reserves the right to suspend and reschedule vacations and recall personnel during periods of extreme emergencies such as periods of conflagrations, riots, natural and man-made disasters, war, civil strife, injury, illness or sickness of a large number of the Fire Department employees.

ARTICLE VI
Grievance Procedure

Section 6.1. Definition of Grievance. A grievance is a difference of opinion between an employee or the Union and the City with respect to the meaning or application of the terms of this Agreement, or with respect to inequitable application of the Personnel Rules of the City or with respect to inequitable application of the Rules of the Fire Department.

Section 6.2 Grievance Committee: Stewards. The Union shall appoint a Grievance Committee of not more than three (3) members to attend grievance meetings scheduled pursuant to Step 2 and Step 3. The Union may appoint nine (9) Stewards to participate in the grievance procedure to the extent set forth in Step 1 of the grievance procedure. The Union shall notify the Fire Chief in writing of the names of employees serving on the Grievance Committee and as Stewards. By mutual agreement between the City and Union, the parties may be represented by non-employee representatives at Step 3 of the grievance procedure.

Section 6.3. Grievance Procedure. The Grievance Procedure set forth in this Section applies to employees covered by this Agreement. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within twenty-one (21) calendar days of the occurrence of the event giving rise to the grievance or within twenty-one (21) calendar days of the date the employee has knowledge of the event giving rise to the grievance. A grievance shall be processed as follows:

STEP 1: ***Written to Deputy or Division Chief:*** The Union may, within the time limits set forth above, file a written grievance signed by the employee and his Steward on a form provided by the City setting forth the nature of the grievance and the contract provision(s) involved. The Deputy or Division Chief designated by the Fire Chief to hear Step 1 grievances shall give a written answer in ten (10) calendar days after receipt of the written grievance.

STEP 2: ***Appeal to Chief:*** If the grievance is not settled in Step 1 and the Union decides to appeal, the Grievance Committee shall, within ten (10) calendar days from receipt of the Step 1 answer, appeal in writing to the Fire Chief. The Grievance Committee and the Fire Chief will discuss the grievance within thirty (30) calendar days, at a mutually agreeable time. If no agreement is reached in such discussion, the Chief will give his answer in writing within ten (10) calendar days of the discussion.

STEP 3: ***Appeal to City Manager:*** If the grievance is not settled in Step 2 and the Union decides to appeal, the Grievance Committee shall, within ten (10) calendar days after receipt of the Step 2 answer, file a written appeal to the City Manager. If the grievance involves a disciplinary suspension of seventy-two (72) hours or more, a demotion, or a discharge, there shall be a Step 3 meeting and a Step 3 answer from the City Manager. On all other grievances, the City Manager may elect not to hold a Step 3 meeting, in which event the City Manager shall advise the Union in writing within ten (10) calendar days of receipt of the Step 3 appeal that the Step 2 answer of the Fire Chief is the final City answer in the grievance procedure, at which point the Union may appeal the grievance to Step 4, Arbitration, if the Union so chooses. In cases where the City Manager will hear a Step 3 grievance, a meeting between the City Manager, or his designee, and the Grievance Committee will be held at a mutually agreeable time, generally within thirty (30) calendar days. If no settlement is reached at such meeting, the City Manager, or his designee, shall give his answer in writing within twenty-one (21) calendar days of the meeting.

STEP 4: ***Arbitration.*** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the City Manager within twenty-one (21) calendar days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators

and are residents of Illinois, Wisconsin or Indiana. Both the Employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name; provided that either party before striking any names, shall have the right to reject one panel in its entirety. The process will be repeated twice and the remaining named person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for hearing, subject to the availability of the City and the Union representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him and his decision and award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision and award of the arbitrator, which conforms with his authority, shall be final and binding upon the City, the Union and the employee or employees involved. The costs of the arbitration, including the fee and expenses of the arbitrator, shall be divided equally between the City and the Union. The City and the Union shall each be responsible for compensation of their own witnesses and/or representatives who attend arbitration hearings; provided, however, that the grievant shall be released from duty if necessary to attend such hearing without loss of pay. One (1) Union representative and any additional Union witnesses shall be released from work pursuant to Section 13.2, Exchange of Duty, to attend the arbitration hearing.

Section 6.4. Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.3. If a grievance is not appealed within the time limits for appeal set forth above, or at least reasonably close to those time limits, it shall be deemed settled on the basis of the last answer of the City, provided that the parties may agree to extend any time limits. If the City fails to provide an answer within the time limits so provided, the Union may immediately appeal to the next Step.

Section 6.5. Investigation and Discussion. All grievance discussions and investigations shall take place in a manner which does not interfere with City operations. Generally, grievance meetings will be held during working hours.

Section 6.6. Civil Service. It is understood that matters subject to Civil Service are not subject to this grievance procedure, except as provided in Section 6.8, Disciplinary Grievances. This provision shall not be construed as limiting or removing any Union right to bargain with respect to matters that remain subject to Civil Service (i.e., other than disciplinary grievances) in any negotiations relating to successor contracts.

Section 6.7. Disciplinary Meetings. No meeting between the City and/or its designee and an employee held for the purpose of discussing actual disciplinary matters shall take place unless the employee and a designated Association representative have been provided with a two-hour notice of the time, place and purpose of the meeting. An Association representative shall be present at all such meetings. If said representative is not present, the employee shall not be required to participate in said meeting and the employee shall not be discharged or otherwise disciplined for said refusal. Nothing in this Agreement shall waive and/or abridge any employee's rights, benefits or protections under the Firemen's Disciplinary Act of Illinois, ILCS., ch. 85, Section 2501, et seq.

Section 6.8. Disciplinary Grievances. Unless the first disciplinary offense is sufficiently serious to warrant discharge, discipline in the Fire Department shall be progressive and corrective, designed to improve behavior and not merely to punish. Where the City believes just cause exists to institute disciplinary action, the Employer shall have the option to assess the following penalties:

Oral reprimand
Written reprimand
Suspension
Demotion
Discharge

It is understood that the foregoing disciplinary steps may be repeated and/or certain progressive disciplinary steps may be omitted, depending upon the seriousness of the offense.

Grievances may be filed with respect to the just cause of any disciplinary action (other than an oral reprimand) taken against an employee. If an employee is suspended or discharged, a grievance protesting the suspension or discharge shall be filed in the first instance at Step 3 of the grievance procedure within ten (10) calendar days of the imposition of discipline, and shall thereafter be processed in accordance with Section 6.3 of this Agreement. If the discipline involves a disciplinary suspension of 72 hours or more or demotion or discharge, the parties will request an arbitration panel pursuant to the grievance/arbitration procedure of this Agreement when the grievance is filed at Step 3, if the Union so requests in writing.

Discharge and disciplinary suspensions shall be subject to review under the grievance procedure up to and including arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification and appeal procedures of the City Civil Service Commission. Such contractual review procedure shall be the sole and exclusive method of reviewing all disciplinary action.

ARTICLE VII

No Strikes – No Lockouts

The Union, its officers and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of operations. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE VIII

Leaves of Absence

Section 8.1. Union Leave. Leaves of absence shall be granted, to the extent that there is no interference with normal operations of the Fire Department, to employees who are elected, delegated or appointed to attend State or National seminars or conventions of the International Association of Fire Fighters, and other Labor Affiliation conventions and meetings, including but not limited to State AFL-CIO Conventions, Associated Fire Fighters of Illinois Conventions and District Meetings. Absence from an employee's regular shift because of said leave shall be paid by the City, but not to exceed a total of fourteen (14) twenty-four (24) hour shifts per year for the bargaining unit for the term of this Agreement. Any request for such leaves shall be submitted in writing by the Union to the Fire Chief and shall be answered in writing, no later than five (5) calendar days following the request. Furthermore, the City will attempt to comply with employee requests to schedule holiday and vacation time off to coincide with a Union convention or educational conference. An employee who takes extended leave for full-time Union work shall hold reemployment rights for two (2) years to be reemployed in the first available vacancy. These rights may be extended by mutual agreement between the City and Union.

Section 8.2. Short-term Military Leave. Any employee who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence for the period of such activity and shall suffer no loss of seniority rights. During leaves for annual training, the employee shall continue to receive his or her regular compensation. During leaves for reserve/guard basic training and up to 60 days of special or advanced training, if the employee's compensation for military activities is less than his compensation as an employee, he shall receive his regular compensation as a public employee minus the

amount of his or her base pay for military activities provided the employee provides proof of what he was paid during his reserve/guard training. For weekend military leave, the employee shall have the option of: (a) being allowed the necessary time off without pay; or (b) arranging a duty trade.

Section 8.3. Active Military Service. An employee who enters into the active service of the Armed Forces of the United States while in the service of the City shall be granted a leave of absence for the period of such service.

For employees who are members of the reserves or National Guard who are mobilized to active military duty as a result of an order of the President of the United States, the City will provide compensation during such leave equivalent to the difference between the employee's regular pay and the total compensation received for the period of service, less any allowance for travel, lodging or food. The City agrees to maintain the medical insurance and coverage (single or family) in which the employee is enrolled when called to active duty, minus the regular employee contribution.

Employees ordered to active duty will present their orders to their supervisor as soon as possible, but not later than within three (3) working days of receipt of such orders, and shall place their request for Active Military Service leave in writing. To the best of the ability of the employee and the City, the terms and conditions of such Active Military Service will be placed in writing prior to the employee leaving for active duty; if not possible, the information will be mailed to the employee's designated agent (spouse or other individual) and that person will be authorized by the employee to act on his behalf on those matters while the employee is on active duty. Employees discharged from the Armed Forces must report ready for assignment within ninety (90) days following said discharge. The City shall have up to fourteen (14) days from the date of application to place such returning serviceman. Employees covered under this Section shall be credited with the seniority which would have accumulated during time spent in the Armed Forces. Nothing in this section will prohibit the City from acting in accordance with any federal or state-enacted legislation.

Section 8.4. Education Leave. Employees may be granted, upon request, a leave of absence not to exceed one (1) year for educational purposes, without pay. If leave granted under this Section is for education which is related to fire service, seniority shall accumulate during said leave. Leave under this Section may be extended upon mutual agreement of the City and the employee. The City has the right to require a transcript to prove that the employee satisfied the education leave requirement.

Section 8.5. Personal Leave. An employee with one (1) year of service in the Department may be granted an unpaid personal leave of absence not to exceed one (1) year. If the leave is thirty (30) calendar days or less, seniority shall accumulate, group insurance shall continue as set forth in Article XI and the employee shall be reinstated to his former position. If the leave is over thirty (30) calendar days, seniority shall not accumulate, the employee may continue group insurance by paying the entire premium, and the employee shall be eligible for rehire ahead of all other new hires for one (1) year after termination of the leave. Leaves granted under this Section shall be at the discretion of the Fire Chief. The Department may establish procedures to administer the personal leave policy.

Section 8.6. Family and Medical Leave.

Banked Time: Refers to either vacation or sick leave that was accumulated prior to January of the current year.

Accrued Time: Refers to either vacation or sick leave that is being accumulated between January 1 and December 31 of the current year.

(a) General Conditions:

1) An employee may request leave under the Family and Medical Leave Act.

2) A leave year for purposes of FMLA shall be the calendar year.

3) All employees who meet the applicable hours of work requirement during the preceding twelve (12) month period of employment shall be granted a total of twelve calendar weeks of family and/or medical leave during each calendar year for the following reasons:

i. the birth of an employee's child and in order to care for the child;

ii. the placement of a child with an employee for adoption or foster care;

iii. to care for a spouse, child, or parent who has a serious health condition; or

iv. a serious health condition that renders the employee incapable of performing the functions of his job.

4) The twelve calendar week limit referred to in this Section shall either be consecutive or intermittent as permitted by FMLA regulations.

5) The employee will be required to provide advance leave notice and medical certification. The taking of FMLA leave may be denied if requirements are not met. If the need for Family Medical Leave is foreseeable, the employee shall give the City at least 30 days prior written notice if possible. Where the need for leave is not foreseeable, the employee shall notify the City as soon as practicable, generally within one to two business days of learning of the need for leave.

6) The employee will be required to submit appropriate certifications concerning the reason for using FMLA leave or the reason for failure to return to work at the conclusion of an FMLA leave, in accordance with the FMLA.

7) While on FMLA leave, the employee's group health insurance coverage will be maintained, with the employee paying the regular employee contribution.

8) During FMLA leave, seniority shall continue to accrue regardless of whether the employee is in pay status or not. Paid leave benefits do not accrue during period of unpaid FMLA leave.

9) Employees on FMLA leave must notify the City in writing at least fourteen (14) calendar days prior to when they wish to return to work, so that arrangements for a fitness for duty report, if required, may be made efficiently.

10) If the employee fails to return to work at the conclusion of a FMLA leave, the employee shall repay to the City the premiums paid on the employee's behalf to maintain insurance coverage while on FMLA leave unless the reason the employee does not return to work is because of i) retirement under the pension plan; ii) the continuation, recurrence or onset of a serious health condition that would otherwise

entitle the employee to leave under FMLA, or iii) circumstances beyond the employee's control.

11) Definition of terms will be that as stated in the Family and Medical Leave Act.

b) FMLA leave due to the birth of a child, placement of a child for adoption or foster care: An employee who requests FMLA leave due to giving birth may use accrued sick leave, banked sick leave, accrued vacation, banked vacation, donated sick leave or compensatory time to be designated by the employee prior to the leave.

The employee must specify in advance the amount of paid leave to be used. If the employee exhausts all the leave as stated above, the employee will then be on an unpaid FMLA leave basis, which leave will not exceed twelve calendar weeks in a calendar year. The employee must return to work at the conclusion of the FMLA leave, unless she is medically unable to return to work. In such cases, the conditions specified in subsection (d) shall apply.

Employees not giving birth may request FMLA leave following the birth of a child or placement of a child for adoption or foster care. Such FMLA leave will not exceed twelve calendar weeks in a calendar year. The employee may use accrued vacation or compensatory time for some or all of the FMLA period. If the employee does not have sufficient accrued vacation or compensatory time for the full FMLA leave requested, the balance will be on an unpaid basis. The employee must return to work at the completion of the FMLA, or his employment will be terminated. The employee may use up to three (3) working days of banked sick leave not to be considered part of the FMLA. If the employee has no banked time available, annual accrued time may be used.

c) FMLA leave for an immediate family member with a serious health condition: An employee may request FMLA leave to care for an immediate

family member (employee's spouse or child, employee's parent, or spouse's parent) with a serious health condition. Such FMLA leave will not exceed twelve calendar weeks in a calendar year; the employee may use accrued sick leave, banked sick leave, accrued vacation, banked vacation, donated sick leave, or compensatory time in this order, for some or all of the FMLA. If the employee exhausts all leave as stated as above, the balance will be on an unpaid basis. The employee must return to work at the completion of the FMLA, or his employment will be terminated.

d) FMLA leave for the employee's own serious health condition: An employee requesting FMLA leave for his own serious health condition must first use any or all of his accrued sick leave; if an employee has used up all his accrued sick leave the employee may, at the employee's option, use banked sick leave, accrued vacation, banked vacation, donated sick leave and/or compensatory time may be used in this order. If the employee exhausts all leave as stated above, the employee will then be on FMLA leave on an unpaid basis not to exceed twelve calendar weeks in a calendar year. If the employee continues to have the same serious medical condition after exhausting accrued time and the twelve calendar weeks of FMLA, he can request to be placed on a permanent leave of absence not to exceed nine calendar months. During that permanent leave of absence, the employee is responsible for paying 100% of the cost of health insurance coverage. If an employee becomes able to return to work during the permanent leave of absence, he may apply for re-employment and if qualified, placed on a re-employment list for the position held immediately prior to the taking of the leave. If the employee is not able to return to work by the conclusion of the permanent leave of absence, employment will be terminated.

ARTICLE IX
Wages and Benefits

Section 9.1. Salary Schedules. Salary schedules effective March 1, 2010 through December 31, 2011 for the classifications covered by this Agreement are set forth in Appendix B attached hereto and made a part hereof. All employees hired after March 1, 2003 will start at the A step of the pay range for Firefighter; employees will be eligible for merit review consideration to the B step at the successful completion of probation; employees are eligible for merit increase consideration to the next highest step based on performance after completing 12 months of service in the current step; possession of the 30 hours of college credit as specified in Section 9.9 makes the employee eligible to move to the G step following completion of 12 months at the F step; employees eligible for education pay under Section 9.9 will not receive that additional pay until completion of probation.

All Captains and Shift Chiefs shall start at the D or D/P step of the applicable Salary Schedule. All current Captains/Shift Chiefs who not achieved D or D/P step would be moved up to that grade on March 1, 2010.

Section 9.2. Paid Holidays. a) Shift personnel who are regularly scheduled to work the following holidays shall be compensated at the rate of time and a half rather than straight time for all hours worked on said holidays:

- New Years Day
- Christmas Eve
- Christmas Day
- 4th of July
- Thanksgiving Day
- Labor Day

Above paid holidays shall be the 24 hour period commencing at 7:00 a.m. on the date of the actual holiday. Recognized holidays under this section shall be on the date of the actual holiday as opposed to the day on which the holiday may be observed by the City.

b) If an employee is not regularly scheduled to work one of the following days and is subject to a mandatory hire back on that day, the employee shall be paid two (2) times the hourly salary rate for all hours worked on that day.

New Year's Day	Martin Luther King Birthday
Easter	Fourth of July
Labor Day	Thanksgiving Day
Christmas Day	

The foregoing is applicable for the actual holiday, and is not applicable for any day celebrated in lieu of the holiday. This subsection b) does not apply to exchanges of duty under Section 13.2.

c) The following holidays are observed for the purpose of holiday work schedules:

New Year's Day	Observance of Martin Luther King, Jr.'s birthday	
Easter Sunday	Memorial Day	July 4th
Labor Day	Veterans' Day	Thanksgiving Day
Christmas Eve	Christmas Day	Sunday

The foregoing is applicable for the actual holiday, and is not applicable for any day celebrated in lieu of the holiday.

Holiday routine: Stations, apparatus and all equipment will be maintained in a clean and ready status to respond to all alarms and calls for service. Public education/relations such as, but not limited to, tours, neighborhood picnics, safety fairs, block parties and holiday related events such as participation in parades and standby at fireworks displays will be allowed. Any day designated

as a holiday will not have assigned training unless prior approval is agreed to at a labor/management meeting.

d) Five Day Employees: Employees who are scheduled to work a five day 37.5 hour work week will work the hours of 0830 to 1700 (8:30 a.m. to 5 p.m.) with the exception of Saturday, Sunday and City Holidays. If they are required to work any designated City Holiday they will receive holiday pay at two (2) times the hourly salary for all hours worked.

Section 9.3. Paid Vacations. For vacations beginning January 1, 1992, employees with six months or more of service shall receive paid vacation during each year, calculated as follows

Service	Vacation Time
One year but less than six years	Five 24-hour shifts
Six years but less than twelve years	Seven 24-hour shifts
Twelve years but less than fifteen years	Eight 24-hour shifts
Fifteen years but less than twenty years	Ten 24-hour shifts
Twenty years but less than twenty-five years	Eleven 24-hour shifts
Twenty-five years or more	Twelve 24-hour shifts

Completion of the service year in the calendar year in which the vacation is taken shall determine the number of vacation days the employee will earn and is entitled to take. In the year in which the employee terminates employment, the employee will either take or be paid out at termination for all vacation earned up to the pay period of his termination.

New employees of the Fire Department shall accrue 4.62 hours per pay period of vacation time from his/her date of hire. These new employees shall not be eligible for a vacation in the calendar year in which they are hired.

Section 9.4. Use of Banked Vacation Time. (a) Openings into which banked vacation hours may be used will be limited to the days left open after the normal vacation selection process (Section 5.4 of this contract) is completed, openings created by the termination of an employee, situations involving shift transfers or other scheduling changes which create an opening. A terminated employee's Kelly Days will also be available for picking, but must be forfeited when the vacancy is filled.

(b) Employees will not be allowed to bring their vacation hour total below zero (0). Example: an employee will need a minimum of 24 hours at the beginning of the process to be able to make one 24-hour selection.

(c) At the completion of the normal vacation selection process, vacation rosters will be posted in all fire stations with a posting date printed on them. Applications for the use of banked vacation hours in any of the remaining openings will be accepted for a period of 14 calendar days starting with the posting date on the vacation roster. The application period for all other openings will be 30 calendar days starting with the posting date of the notice of the opening. Thereafter, upon written request to the employee's Shift Chief, that Shift Chief will grant the use of banked vacation hours on a first-come, first-served basis. Seniority (Section 9.4d) will be used when multiple requests are received on the same day requesting to use the same date.

(d) A seniority list of applicants will be created. Selections will begin with the most senior employee who will make one selection, then go the next senior and so on; there will be no limit to the number of selections an individual may make other than the need to maintain a minimum balance of zero (0) hours. Selection will continue until all openings are filled or the applicants have completed their selections. This will close those days to any other selections. Selections must be scheduled in no less than 24-hour increments.

(e) All selections made are final. There will be no trading or canceling of any of these selections with the exception of those taken during Kelly Day openings which may need to be forfeited.

Section 9.5. Sick Leave. (a) Employees shall accrue sick leave at the rate of 72 hours for the first year of employment (three 24-hour shifts; 2.77 hours/pay period) and 144 hours for subsequent years of employment (six 24-hour shifts; 5.54 hours/pay period), with a maximum accrual of 2,280 hours (95 24-hour shifts).

(b) Whenever an employee with ten (10) or more years of service resigns, the employee shall have directed to the Post-Employment Health Plan one hundred percent (100%) of accumulated sick days with a maximum of 500 hours. Effective March 1, 2001, for those employees who retire and qualify for a pension, and for those employees granted a disability pension, the maximum sick
leave payout is increased to 620 hours, all of which will be directed to the PEHP. There shall be no cash payout to the employee of any accrued sick leave, in accordance with Article XI, Section 11.6.

(c) If an employee has 800 hours of banked sick leave as of January 1, he shall be eligible to receive in the month of January following the end of said year, a payout at the rate of one hundred percent (100%) for the difference between the sick leave hours accrued during that year less those sick leave hours used during that year. The first forty-eight (48) hours of such payment, if the employee is eligible, shall be directed to the Post-Employment Health Plan. Any hours available for payment above the first forty-eight will be paid to the employee if he so elects, or he may elect to defer the payment to the City's deferred compensation program.

(d) In the event of death of an employee (not a retiree), the employee's beneficiary shall receive a payment equivalent to one hundred percent (100%) of all accrued but unused sick leave. The beneficiary shall be the individual designated by the employee as beneficiary under the group life insurance plan. If there is no life insurance policy in place, the beneficiaries shall be determined by the names entered on the "Designation of Beneficiary Form."

(e) In the event of illness of an employee's spouse or dependent children which is serious enough to warrant the presence of the employee, one (1) 24-hour day of accrued sick leave per incident may be used, with an annual maximum of three (3) such sick leave usage days. Additional sick leave beyond the three (3) days may be granted by the Fire Chief.

(f) In order to be eligible to direct sick leave payment at time of termination to the PEHP, an employee must give two weeks' notice of intent to resign or retire. The Fire Chief may waive this requirement in special circumstances.

(g) Sick Leave Donation. An individual employee may donate up to two 24-hours shifts per year to another employee in case of that employee's own serious medical condition or the serious medical condition of an immediate family member (as defined by FMLA). No employee may receive any donated sick leave until his accrued and banked sick leave accrual has been exhausted. No employee shall receive more than 30 24-hour shifts in any calendar year. Donations of sick leave will be taken from banked time and are not chargeable to annual sick leave payout eligibility. If the donated sick leave is for the employee's own serious medical condition, it will be considered an addition to the twelve calendar weeks of Family Medical Leave. If the donated sick leave is for the employee's immediate family member, the donated sick leave will be considered as part of the twelve calendar weeks of Family Medical Leave.

Section 9.6. Funeral Leave. In the event of death in the immediate family, an employee shall be granted paid funeral leave of two (2) 24-hour shifts. Requests for funeral leave must be made and used within 10 calendar days following the day of death. Funeral leave will be granted under this section for employees on duty. Vacation or any other leave time will not be converted to funeral leave. For the purpose of calculating funeral leave, the first full day of absence shall be counted as the first day of funeral leave. Immediate family shall be defined as the employee's father,

mother, spouse, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother and grandfather, grandchild or minor child's parent. "Mother" and "father" shall include persons other than the employee's actual parent if said person or persons reared the employee during a substantial period of his childhood. If an employee needs more than the funeral leave provided in this Section, he may request the use of accrued or banked vacation time or comp time. Employees who wish to attend a funeral for other than their immediate family may request the use of one accrued or banked vacation day to attend such funeral, as long as 24 hours' advance notice is given to the department and so long as the City is not required to hire back an employee to replace the absent Fire Fighter.

Section 9.7. Jury Duty. When an employee is called for service as a juror on a shift he is scheduled to work, the employee will receive pay for the shift at his regular straight-time hourly rate, if the employee gives advance notice to the City and provides substantiation of jury service. Any compensation provided in return for serving as a juror may be kept by the employee.

Section 9.8. Uniforms. (a) The City will provide all uniforms, protective clothing and protective devices which the City determines are required of employees in performance of their duties, without cost to any employee. The list of uniform items which the City will provide is set forth below, or the City will provide substitute items which the City determines are appropriate. The City will replace any required uniform and equipment items through vendors selected by the City as such items become worn out or damaged, provided that the employee must turn in worn out/damaged uniform and equipment items to the representative designated by the Fire Chief and receive approval from such representative to replace the item or items; provided, further, that replacement will not be made for uniform and equipment items lost through employee negligence.

(b) The list of uniform items is:

Protective Clothing:

Fire Helmet	Boots	Coat Bunker	Bunker Pants
Bunker Suspenders	Gloves	Hood	SCBA Face Piece
Truckman's Belt			

Uniform Clothing:

2 Brushed Silver Name Tags	Cap	Cap Badge
Silver Strap	1 Dress shirt, long-sleeved	
1 Dress shirt, short-sleeved	1 Dress trousers	3 Work Shirts
4 Work Trousers	1 Garrison Belt, black	
2 pair Black Oxford Shoes	Badge	
1 Tie	3 pairs Work Socks	1 pair Winter Gloves
1 Hat	1 Dress Coat (eff. 3/1/2000)	
1 all-season coat with vapor barrier and liner		

Workout Clothing:

1 Sweatpants	1 Sweatshirt
1 Exercise Shorts	2 Tee Shirts
2 pullover denim-collared sweatshirts	

Section 9.9. Educational Pay. There shall be education pay as follows:

(a) Thirty Hours. The City's education pay program shall be continued in effect for the term of this Agreement (pay increase as defined in Section 9.1) and shall be subject to the following conditions:

(1) Completion of thirty (30) hours of college credit in Fire service and EMS related courses..

(b) Associate Degree in Fire Science. Employees who currently hold, or who subsequently obtain, an Associate Degree in Fire Science from an institution approved by the Fire Chief will receive a pay increase of two percent (2%) above the base salary rate as set forth in Appendix B. An employee with multiple degrees (associates, bachelors, masters) is only permitted to receive the pay increase for one degree.

(c) Bachelor's Degree in Fire Science. Employees who currently hold, or who subsequently obtain, a Bachelor's Degree in Fire Science from an institution approved by the Fire Chief will receive a pay increase of four percent (4%) above the base salary rate set forth in Appendix B. An employee with multiple degrees (associates, bachelors, masters) is only permitted to receive the pay increase for one degree.

(d) Masters Degree in Fire Science/Public Safety. Employees who currently hold, or who subsequently obtain from an institution approved by the Fire Chief a Masters Degree in Fire Science or Public Safety with a fire safety concentration will receive a pay increase of four percent (4%) above the base salary rate set forth in Appendix B. An employee with multiple degrees (associates, bachelors, masters) is only permitted to receive the pay increase for one degree.

Section 9.10. Tuition Reimbursement. Employees who pursue an Associate or Bachelor's Degree in Fire Science shall be eligible for participation on the City's tuition reimbursement program for degree programs, subject to Personnel Rules on tuition reimbursement relating to such subjects as satisfactory course completion, satisfactory job performance and proper substantiation.

Section 9.11. Longevity Pay. Employees shall receive longevity pay as follows:

Service in Evanston Fire Department	**Longevity Pay Based on Current Monthly Salary**
Upon completion of 10 years of service but less than 15 years	1%
Upon completion of 15 years of service but less than 20 years	3%
Upon completion of 20 years of service but less than 25 years	4%
Upon completion of 25 years of service or more	6%

Section 9.12. Paramedic Differential. Employees who are qualified as Paramedics shall receive a pay differential equivalent to 6% of the G step of the Firefighter salary per month above the employee's regular pay grade. The employee must remain qualified as a Paramedic to continue to receive the Paramedic pay.

Section 9.13. Five-Day Employees. Employees who are scheduled to work a five (5) day, 37.5-hour work week, such as Fire Prevention Bureau members, shall receive benefits (e.g., vacation, sick pay, etc.) computed on a ratio of 37.5/49.8, except that said employees shall not receive Kelly Days. Employees assigned to a 37.5 hour week for light duty or to attend schools or for other training purposes shall continue to accrue vacation and sick leave benefits according to the 24/48 work schedule, shall not receive Kelly Days, and shall be paid overtime at the 24/48 rate.

Section 9.14. Pay Differential. Employees assigned as a Temporary Duty Assignment as a member of the Fire Prevention Bureau shall receive a pay differential above the employee's regular pay grade of $3,000 per year. Said pay differential shall be made for any full or partial month where the employee is assigned as a member of the Fire Prevention Bureau.

In the event of a reduction in the number of employees assigned as a TDA to the Fire Prevention Bureau, the City will request and consider volunteers before making a mandatory reduction. In the event no one volunteers, the employee with the least service in the position shall be removed from the Bureau and returned to shift.

Section 9.15. Hazardous Materials Coordinator. Three (3) Hazardous Materials Coordinator assignments will be made to perform certain Hazardous Materials duties, to three individuals working on a shift schedule, with the following conditions:

- The City will attempt to have one Hazardous Materials Coordinator assigned to each of the three shifts; however, from time to time when that is not possible, the Fire Chief will notify the Union of that fact and the reason therefore.

- The administrative duties, as defined by the job description, are to be performed during the hours of 8:30 a.m. to 5:00 p.m. of the 24-hour shift.
- Assignment to the Hazardous Materials Coordinator assignments will be made without regard to rank as Firefighter or Fire Captain.
- Employees selected for assignment to the Hazardous Materials Coordinator positions must be current members of the MABAS team, at time of application.
- The Fire Chief will appoint the initial three Hazardous Materials Coordinators. Further vacancies will be posted for a reasonable period of time to all interested applicants, but applicants must be members of the MABAS team at time of application.
- Employees assigned to the Hazardous Materials Coordinator assignments will be compensated an additional $125/month while serving in such assignment.
- Assignment to the Hazardous Material Coordinator assignments will be the decision of the Fire Chief. Assignments as Hazardous Materials Coordinators will be for a period of one year, subject to removal by the Chief for non-performance, and renewable from year to year. Employees interested in becoming a Hazardous Materials Coordinator shall express such interest in writing to the Fire Chief, who will consider such requests near the end of the incumbent's year assignment.

Section 9.16. EMS/Paramedic Shift Coordinator. There will be one assignment of an individual to the assignment of EMS/Paramedic Shift Coordinator, subject to the following conditions:

- Assignment to the EMS/Paramedic Shift Coordinator assignment will be made without regard to rank of Firefighter or Fire Captain.
- Employees selected for the assignment of EMS/Paramedic Shift Coordinator must be Paramedics in good standing.

- The assignment of EMS/Paramedic Shift Coordinator will be made by the Fire Chief, after posting for a reasonable period of time the opportunity to apply to all interested applicants.
- The EMS/Paramedic Shift Coordinator will work on a shift schedule.
- The employee assigned to the EMS/Paramedic Shift Coordinator assignment will be paid an additional $150/month while serving in such assignment.
- Assignment to such assignment as EMS/Paramedic Shift Coordinator will be the decision of the Fire Chief. Assignment as EMS/Paramedic Shift Coordinator will be for a period of one year, subject to removal by the Chief for non-performance, and renewable from year to year. Employees interested in becoming the EMS/Paramedic Shift Coordinator shall express such interest in writing to the Fire Chief, who will consider such requests near the end of the incumbent's year assignment.

Section 9.17. Deferred Compensation Program. The City agrees to co-administer a deferred compensation program (known as a 457 plan) sponsored by the IAFF for members of the bargaining unit. There will be a one-time $25 charge to each participating employee to offset the City's cost in adding a new program.

ARTICLE X
Hours of Work and Overtime

Section 10.1. Normal Workday and Work Cycle. The normal shift schedule for Fire Fighters whose principal assignment is fire suppression and/or EMS duty shall be twenty-four (24) consecutive hours of duty, normally beginning at 7:00 a.m., followed by forty-eight (48) consecutive hours off duty. The normal work cycle for such Fire Fighters shall be nine (9) such twenty-four (24) hour shifts within a twenty-seven (27) day work period. The hours thus generated shall be reduced by scheduling a "Kelly Day" off duty every ninth duty day to produce an annual average work week of 49.8 hours per week. The City shall schedule the Kelly Days as provided in this Section.

In the event the City regularly schedules an employee or employees for a duty schedule other than the normal schedule:

1. The duty schedule shall be as described in Section 9.13 of this Agreement;
2. Employees moving from a 37.5 hour work week for mandatory training back to a 24/48 shift schedule shall receive time and one half for all hours worked over 49.8 in the week they return to a 24/48 shift schedule;
3. the Fire Chief will grant an interview to the affected employee to provide an opportunity to discuss any complications with such a schedule change before the schedule change is put into effect; provided, however, the City will request and consider volunteers before making a change on a mandatory basis. To be eligible for the Kelly Days provided for in each year of this Agreement, the employee must be an employee of the Department as of January 1 of that year. If an employee is not an employee of the Department as of January 1, he shall be eligible for one Kelly Day (one 24-hour shift) in that year for each twenty-seven (27) days of employment.

Section 10.2. Overtime. (a) Overtime shall be defined as all hours worked in excess of the scheduled normal work day.

(b) Overtime shall be paid at the rate of one and one-half the hourly salary rate for all hours worked in excess of the scheduled normal work day; provided, however, if the employee is hired back or recalled he shall receive a minimum of four hours' pay at one and one-half his normal rate.

(c) Overtime pay shall be calculated to the nearest one-quarter hour.

(d) If the City schedules mandatory training hours on off-duty time and directs an employee in writing to attend, the employee shall receive double time pay for said hours, except:

i. new employees attending mandatory training as a condition of employment shall be paid at the rate of time and one-half; and

ii. Fire Captains attending up to 8 hours per calendar year and Shift Chiefs attending up to 12 hours per calendar year of mandatory training in supervisory and management skills shall be paid at time and one-half. If the mandatory training session is held on the employee's vacation or Kelly Day, the employee will not be required to attend on that day.

The minimum set forth in subsection (b) shall not apply.

(e) Employees assigned to a 37.5 hour work week schedule shall be paid overtime for all hours in excess of 7.5 hours per day.

Section 10.3. Compensatory Time. An employee who is scheduled to work beyond his normally scheduled hours of work may request to take compensatory time in lieu of pay. The employee shall be entitled to one and one-half hours of compensatory time for all hours in excess of his normal work schedule. Compensatory time may be used at such time blocks as are mutually agreed upon between the employee and the Fire Chief or his designee.

Section 10.4. Saturday Schedule. Saturday shall be a regular work day and employees shall perform normal work day assignments, except where the Saturday is a holiday under Section 9.2 (c) where a holiday work schedule is observed.

Section 10.5 Trade Policy. A firefighter may trade with a firefighter and a captain may trade with a captain. Whether the individual is a paramedic will not be taken into account in granting or denying a trade, so long as there will be no need to hire back a firefighter/paramedic in order to have sufficient firefighter/paramedics on duty, should a trade be granted.

A Shift Chief may trade with another Shift Chief or with a Fire Captain who is a member of a pool of Acting Shift Chiefs established by the Fire Chief. Effective March 1, 2005, a Fire Captain may trade with an Acting Captain, with a maximum of one such trade per shift. Trades under this provision will be approved on a first come, first approved basis.

There shall be a maximum of twelve (12) exchange of duty trades (288 hours) per year per employee.

Exchange of tours of duty shall not exceed three consecutive tours of duty and may not be bridged by any other form of paid or unpaid time off, except that bridging of three trades or less shall be permissible.

Each trade of tours of duty must be repaid within 12 months of the trade.

Exchange of Kelly Days must be completed within the calendar year.

In addition to the foregoing, the parties agree that if administrative problems arise concerning shift trade rules and regulations, the parties will use their best efforts to resolve these differences at labor-management meetings pursuant to the labor contract.

ARTICLE XI

Group Insurance

Section 11.1. Group Life Insurance. The City's group life insurance program shall be continued in effect for the term of this Agreement, and the City's fifty percent (50%) contribution shall continue.

Further, during the life of this Agreement, the City shall offer a Universal Life Insurance Program, and the employee will pay one hundred percent (100%) of the cost of the premium.

Section 11.2. Group Hospital-Surgical-Major Medical Insurance. a) Employees may participate in one of the medical insurance plan(s) maintained by the City for its non-bargaining unit employees. If the City determines that one of these plans shall no longer be in effect, or if the City adds a new plan, employees shall have the right to switch to another plan on a non-medical basis under rules established by those plans.

b) Employees covered by these plans will contribute amounts as specified below, which shall be deducted from their employee paychecks:

	HMO BA	HMO IL	PPO
Single	$88	$88	$115
Parent + 1 or 2 Child	$126	$126	$137
Single + Spouse	$132	$132	$143
Family	$143	$143	$165

Effective 9-01-2011	HMO BA	HMO IL	PPO
Single	$88	$88	$115
Parent + 1 or 2 Child	$126	$126	$150
Single + Spouse	$132	$132	$160
Family	$143	$143	$185

Deductible amounts for PPO as follows:

Single In Network:	$250
Family In Network:	$750
Single Out of Network:	$500
Family Out of Network:	$1500

c) Former bargaining unit employees who are retired and are receiving a current Illinois fire pension may elect insurance plan coverage under the rules and regulations established by the plans, so long as the retiree pays the entire group insurance premium, without any City contribution. Payment shall be by means of deduction from the pensioner's Fire Pension Fund check.

d) Upon request, the City shall provide the Union with information and documents relating to existing programs and any proposed changes. The City will notify the Union of any changes made to the City's medical insurance program 30 days prior to the effective date of such changes. The City will notify the Union of any changes made by the providers of the City's medical insurance program within 15 days of receiving such notice from the provider.

In the event, however, the City exercises the right to change insurance carriers for part or all of the life/medical insurance program or to self-insure any or all said programs, benefit levels shall remain substantially the same. In the event that City-instituted changes result in overall benefit levels that are no longer reasonably comparable to those which predated the changes, the Union shall have the right, within thirty (30) days of the insurance changes taking effect, to demand impact and effects bargaining over the City's changes by so notifying the Director of Human Resources in writing. The parties shall then promptly meet and negotiate in good faith over the impact and effects of the changes.

The City may elect to implement the changes during the pendency of impact and effects negotiations. The Union shall have the right to identify another economic item (other than time off or this insurance program language) to include in such negotiations. The parties shall negotiate as to the impact and effects of the City's changes and the item identified by the Union for a period of thirty (30) days or longer if the parties mutually agree. After thirty (30) days if the dispute is not resolved, either party may invoke interest arbitration. The arbitration shall be conducted in accordance with Section 14 of the Act except that the impartial arbitrator shall be selected in accordance with the procedures of Article VI of this Agreement. The Arbitrator shall not have the authority to modify the changes in the insurance program, but if he determines that the changes made in light of all the circumstances warrant the consideration of the parties' final quid pro quo offers, he shall have the authority to do so.

Section 11.3. Section 125 Plan. The City will continue to offer a Section 125 Plan for employee contributions under this Article.

Section 11.4. Dental Plan Option. The City shall continue to offer the choice of two dental insurance plans to all employees eligible for insurance coverage. Employees who enroll in one of the dental plans will be required to stay in the plan for at least one year before changing plans or dropping out entirely. There will be no contribution by

the City to either of the dental plans; the employee will pay 100% of the cost of the premiums.

Section 11.5. Medical Insurance – Line of Duty Death. In the event an employee with dependent medical coverage is killed in the line of duty, the employee's spouse shall receive continuation dependent coverage as specified under federal law, except that the City will contribute toward the costs of such coverage the equivalent amount paid for the costs of such coverage applicable to other employees covered by this Agreement, which may change from time to time.

Section 11.6. Post-Employment Health Plan. The City agrees to participate in the Post Employment Health Plan for Collectively Bargained Public Employees ("Plan") in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this Agreement. The parties hereto designate Nationwide to act as Administrator and LaSalle National Bank to act as Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The City agrees to contribute to the Plan on behalf of the employees covered by this Agreement. For the term of this Agreement, the City shall contribute to the Plan for each eligible employee, the amount of $50 per paycheck, except that when there are three paychecks in a month, the $50 will not be deducted from that paycheck. Additionally, for employees eligible for the annual sick leave payout described in this Agreement the City shall contribute the first forty-eight (48) hours of such payout eligibility to the Plan. Finally, upon termination, 100% of the eligible employee's sick leave balance that would otherwise have been paid to the eligible employee as described in this Agreement had the City not participated in the Plan shall be contributed to the Plan.

ARTICLE XII
Labor-Management Conferences

Section 12.1. Meeting Request. The Union and the City agree that in the interest of efficient and effective operation and management and in the promotion of harmonious employee relations, quarterly meetings will be held in January, April, July and October, at a mutually agreed date. More frequent meetings may be held if mutually agreed. Either party may provide a written agenda. The City and Union shall each designate two representatives (and one alternate) to attend such meetings. The names of members and alternates may be changed annually. In addition, either the City or the Union may designate up to two (2) additional representatives who are City employees. Such meetings shall be limited to:

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

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

Section 12.2. Content. It is expressly understood and agreed that such meetings shall not be a part of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at labor-management meetings nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 12.3. Procedures. If a labor-management meeting is scheduled during an employee's normal work day, the employee shall be compensated for time lost from the normal straight-time work day. Minutes of labor-management meetings shall be prepared and any agreement reached shall be committed to writing and signed prior to implementation.

ARTICLE XIII
General

Section 13.1. Safety. The City and the Union desire to maintain safe working conditions. Employee suggestions concerning safety will be considered fully and prompt responses will be given. The Union and the City agree to continue the joint labor/management efforts to develop a strategic plan for the department. This includes evaluating the Fire Department's effectiveness, efficiency and safety of all departmental operations including but not limited to fire suppression, emergency medical service, and special operations delivery in order to protect the public and members of the Fire Department. This evaluation will include a review of relevant local/state policies, regulations, statutes, fire department accreditation resources, NFPA standards including NFPA 1710 and any other information that assists in development and implementation of the departmental strategic plan.

Section 13.2. Exchange of Duty. The Fire Chief or his designated representative may grant the request of any two employees covered by this Agreement to exchange tours of duty, or Kelly Days off, pursuant to criteria specified in the Side Letter of Agreement attached to and made a part of this Agreement as Section 10.5.

Section 13.3. Rate of Pay for Serving in Higher Rank. When an employee is temporarily assigned in a higher paying rank, and such temporary assignment continues for four or more consecutive hours, the employee shall be paid at the same step in the higher rank to which they are assigned for each full 24-hour shift. The City will discuss with the Union the criteria which the City uses in making temporary assignments and any significant changes which the City makes in these criteria.

Section 13.4. Outside Details

When an employee is assigned to an outside detail, the pay rate shall be $50 per hour regardless if the detail is voluntary or mandatory, with a three hour minimum, except

there shall be no payment in situations where a firefighter volunteers to serve without pay as a civic contribution. Any outside detail must be sanctioned and signed off by the Fire Chief or his designee. When details are sanctioned, our participation will be mandatory. Volunteers will be solicited. Should the volunteer number be insufficient, members will be mandatorily assigned to the detail. The outside detail list will be used to make any mandatory detail assignments. In the unlikely event that we are unable to secure anyone for the detail using the detail list, the standard hire back list for staffing will be used as a last resort. The person will still be paid at the detail rate according to section 13.4

(a) MABAS Resource Deployment

This section of the contract covers a MABAS Resource Deployment which mobilizes MABAS resources for a large scale incident response over an extended time period where the City is reimbursed through the Federal or State government. This section does not cover MABAS Mutual Aid and MABAS Task Force responses. All deployments must be approved by the Fire Chief and are subject to the following:

Teams of five (5) or less will consist of at least:

- One Captain or Acting Captain or Shift Chief
- One FAO/QD (if an Evanston vehicle is used)

Teams of six (6) or more will consist of at least:

- Two Captains or Acting Captains or Shift Chiefs
- One FAO/QD (for each Evanston vehicle used)

A selection list shall be created for all ranks of Shift Chief and below. Selection from the list will be based upon the following factors in order of importance:

1. Specific needs/talents as determined by the affected jurisdiction or request.
2. Individual qualifications as stated above.

3. No more than one Shift Chief or two Captains will be allowed for any deployment (unless approved by the Fire Chief)
4. Date of last deployment (as of 8/21/09)
    a. Those with the most recent deployment date would move to the bottom of the list.
    b. If there is no previous deployment date or a tie in dates, seniority in time on the job will be the determining factor.

In past deployments, there has been little or no advance notice. The City will work with the Union to implement a system that will provide a rapid, redundant and verifiable means to contact all employees to notify them of the deployment request.

Members selected for approved deployments will be compensated in accordance with Article X, Section 10.2

Section 13.5. Additional Duties. The City will not add duties which are unrelated to the Fire Department without prior agreement of the Union.

Section 13.6. Joint Safety Committee. There shall be a Joint Safety Committee comprised of three employee members selected by the Association and three members selected by the City. The Association and the City shall advise the other party of the names of its members and any change in names. There shall be regular quarterly meetings of the Committee and additional meetings as needed.

The Joint Safety Committee shall:

(a) develop its own procedures for effective operation, including the taking of minutes of Safety Committee meetings and the review and approval of minutes at the subsequent meeting;

(b) review and discuss any and all matters pertaining to the safety of employees while on duty;

(c) make recommendations to the City concerning facilities, apparatus, protective equipment, protective clothing, procedures, accident prevention, or other safety matters;

(d) encourage employees to comply with safety rules, regulations and procedures which the City issues from time to time;

(e) process and resolve, to the extent possible, employee safety complaints which have not yet become formal grievances. The Fire Chief or his designee will meet with the Joint Safety Committee within five (5) working days of receipt of a safety complaint for resolution. After an attempt is made to resolve a safety complaint at such meeting of the Joint Safety Committee, an unresolved complaint may be filed directly at Step 2 of the grievance procedure, if the Association so elects.

Section 13.7 Formal Training

The City has enacted an Ordinance calling for participation in the Illinois Fire Protection Training Act.

A. The City and the Union agree that it is in the best interest of the City for its employees to participate in training drills and courses. At times, training evolutions are designed to create live scenarios to better develop knowledge and skills for employees.

B. The City recognizes that such drills and courses are as dangerous to employees as a live incident.

C. Employees that are approved instructors by the City shall be qualified in the subject area. They shall be trained in all NFP A and OSHA standards that may apply for safe training. All courses shall be approved by the Safety Committee thirty days prior to the training date. If an acquired structure or practical course becomes available that would not allow for the 30-day lead review, the requirement may be waived with the approval of the course by

both of the joint Labor/Management Safety Committee Co-Chairs. All live fire training will be in accordance with NFPA 1403.

D. Training given by MABAS Division 3 shall be approved by the Training Committee thirty days prior to the employee participation. The City shall not have other events or training that would require remaining companies to be on second-calls while employees are involved in a MABAS Joint Training Drill and a frontline suppression vehicle is taken out of service.

E. Front-line suppression vehicles shall be allowed out of service for training for no more than 4 hours and 30 minutes.

F. Employees who participate as a MABAS Division 3 instructor for approved MABAS Division 3 training or as a NIPSTA Instructor for other classes will be an independent contractor for NIPSTA and not covered under the City's Workers' Compensation Program. However, the employee may request to use City equipment for the class with the approval of the Fire Chief or his designee.

Section 13.8. Mutual Aid. It is not the City's intention to use mutual aid to avoid callbacks.

Section 13.9. Pension System. The pension and retirement benefit and the administration thereof shall be in accordance with the Illinois Firemen's Pension Fund for the duration of this Agreement.

Section 13.10. Light Duty. If an employee is injured or recuperating and cannot perform normal duties, the City may make a fire-related light duty assignment, if the City determines such assignment is in its best interests, such light duty work is available, if the employee is medically able to perform such light duty, and provided there is a reasonable expectation that the employee will be able to assume full duties

and responsibilities within six (6) months. Except as otherwise provided below, light duty assignments shall be on a thirty-seven-and-one-half (37.5) hours work schedule in accordance with Section 9.13.

For employees with off-the-job injury/illness, in addition to the above conditions, employees may only request light duty after using at least five 24 hour shift days (120 hours) of sick leave. Employees who have less than 5 days (five 24-hour shift days or 120 hours) of sick leave must use the hours they have before requesting light duty. Employees may only request light duty for up to 90 calendar days at which time an extension may be granted by the Fire Chief or his designee.

All bargaining unit members will receive equal consideration in application of this Section. There shall be no loss of sick pay while an employee is on light duty unless the employee chooses to use sick leave to take off for illness from his light duty assignment, at which time 8 hours of sick time will be deducted for each light duty day missed.

An employee assigned to work light duty on a 37.5 hour schedule will report to Fire Department Headquarters on the day he is directed and will work the hours of 0830 to 1700 (8:30 a.m. to 5 p.m.) with the exception of Saturday, Sunday and City Holidays.

The Fire Chief may assign an employee on light duty to a 24/48 restricted duty schedule. The Fire Chief or his designee will make that determination based upon the illness/injury of the employee, medications being taken, office projects that need to be completed and the qualifications of the employee making the request. A member's assignment to a 24/48 hour or 37.5 hour light duty schedule may be altered by the Fire Chief or designee.

Employees who are assigned a 24/48 hour restricted duty schedule will work a shift and will follow the standard 24/48 hour schedule including Kelly Days and taking their vacation days.

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 13.11. Bulletin Boards. The City will provide bulletin boards in each fire station for the Union to use for postings regarding Union business. The City reserves the right to require prior approval of postings.

Section 13.12. Job Descriptions. The Association will be provided with a 30-day advance notice of all changes or additions to the job descriptions of all classifications within the bargaining unit.

Section 13.13. Credit Union Checkoff. Upon receipt of a signed credit union checkoff authorization in a form approved by the City, the City agrees for the duration of this Agreement to deduct from such employee's pay, amounts to be paid to the Evanston Fireman's Credit Union. Deductions shall be made twice monthly on the first and second City payday of each month and shall be remitted on an expedited basis in the form of an "Advance Check" to the person designated in writing from the Credit Union to receive such deductions. The City has the right to establish reasonable administrative rules in regard to the Credit Union checkoff. It is understood that the City shall take no part in the affairs of said Credit Union and shall have no liability for, nor responsibility to the Credit Union, except for the payroll deduction set forth in this Section. Continuation of this Section is contingent upon said Credit Union conforming to the provisions of the Illinois Credit Union Act.

Section 13.14. Bed Linens. The City shall continue its practice of providing initial issue of bed linens and replacement issue of bed linens upon employee request, so long as the employee making the request turns in the worn out bed linens.

Section 13.15. Sick Leave Rules. (a) In the event an employee is unable to report for work due to illness or injury, he/she must inform his/her Department Head or

Supervisor by the time designated by the Department rules. Failure to do so, each day of absence, or at agreed-upon intervals in the case of extended illness, may result in loss of pay. Failure to report for three consecutive duty days may result in termination.

(b) The Fire Chief may make any appropriate investigation or establish reasonable controls to prevent the abuse of sick leave. Proof of illness or disability in the form of a medical certificate from the attending physician, the City's physician or a nurse practitioner will be required for any absence of two consecutive duty days or more, and will be required for any absence due to sickness or injury once an employee has used 72 hours of sick leave in any calendar year. Abuse of sick leave based on false claims of illness or injury, or falsification of proof to justify such sick leave will be cause for loss of pay and disciplinary action.

(c) Grounds for suspecting abuse of sick leave include, but are not limited to, information received by the City that the employee is, or was, during any day for which sick leave is claimed:

i. Engaging in other employment; or

ii. Engaging in activity or being present in a place inconsistent with a claim of illness or injury.

(d) Excessive use of sick leave, repeated instances of inadequate notice to supervisors requesting the use of sick leave, and requests for or use of sick leave under suspicious circumstances (such as a request which immediately follows the employee's being assigned to a particular job or task or repeated absences immediately preceding or following weekends, holidays or vacation periods, etc.) shall also be grounds for suspected abuse of sick leave.

(e) Actual abuse of sick leave shall subject an employee to discipline up to an including discharge. Abuse of sick leave consists of:

i. Unjustified or unsubstantiated use of sick leave (as in cases where a doctor's certificate is required but not supplied, or in cases where the

doctor's certificate or employee statement fails to substantiate the employee's claim of illness or injury requiring the employee to be off work); or

ii. Unjustified failure to give adequate notice to the City of the use of sick leave; or

iii. Falsification of a written, signed statement by the employee or of a doctor's certificate.

(f) In reference to Article IX, Section 9.5(e), an employee will be required to produce a medical certificate after using three (3) days of sick leave for employee's spouse or dependent child.

Section 13.16. Hearings. The City and the Union shall each be responsible for the compensation of their own witnesses and/or representatives who attend hearings where the Union and the City or the Union and the employee are parties (for example, court hearings, State Labor Board hearings); provided, however, that one employee shall be released from duty if necessary to attend such hearing without loss of pay. If the employee or Union wishes that additional employee representatives or witnesses be present, those employees shall be released from work pursuant to Section 13.2, Exchange of Duty, if the employee requests such exchange.

Section 13.17. Physical Fitness Program. (a) General. The City and the Union recognize that employees should be in good physical condition in order to perform their work effectively and safely and to protect themselves, co-workers and citizens. The City recognizes that it has a responsibility to provide a safe working environment, consistent with the inherent risks and hazards of the work, including but not limited to, insuring that employees are physically fit to perform their work. The approach of this Article shall be positive, and the objective shall be to ensure that employees are fit for work, rather than to discipline or otherwise adversely affect employees. The parties will continue to work through the Joint Safety Committee to achieve the objectives of this Article.

(b) Medical Examinations. The City shall provide and pay for a medical examination for all employees covered by this Agreement, on a periodic basis, in order to evaluate the employee's fitness for duty. The examination shall include those factors which are determined medically appropriate, including electrocardiogram and/or exercise stress tests where appropriate and shall utilize NFPA 1582 Standard on Medical and Physical Performance Requirements for Fire Fighters as a guide in the City physician's determination.

(c) Employee Safeguards. Confidentiality of files under this Section shall be maintained. The City will receive from the medical evaluation only a report that the employee was fit or unfit for duty. Details of the medical examination shall be submitted to the employee, not the City, except that if the employee is determined unfit for duty, the City shall be supplied with that medical information which the physician believes is appropriate in order to evaluate the employee's medical suitability for continued work and/or rehabilitation. If the City receives an unfit for duty medical report, the City will, consistent with the medical evaluation, take into account such factors as medical evaluation from the employee's own physician, referral to a third independent physician, education, training, re-evaluation, medical leave, referral to light duty and/or employee rehabilitation. The City will take every medical step reasonably appropriate under the circumstances to enable an employee to return to duty and, consequently, a decision to terminate an employee's employment for unfitness for duty shall only be made as a last resort.

(d) Physical Performance. The Department shall adopt a physical exercise program required for participation by all employees. The Department will provide and maintain exercise equipment for employees to utilize at each Fire Station. Recommendations concerning specific exercise equipment and the particular fitness or exercise program shall be developed by the Physical Fitness Committee.

(e) Grievance and Arbitration. Any action taken by the City declaring an employee medically unfit for duty shall be subject to grievance and final and binding arbitration pursuant to Section 6.3 of this Agreement. In the event that the City unilaterally adopts a particular exercise program, employees shall participate in the program in good faith, but no discharge or demotion as a result of such participation shall become effective until such time as any disputes between the City and Union as to the reasonableness or validity of any unilaterally adopted exercise program are resolved. Any disputes between the City and Union as to the reasonableness or validity of any unilaterally adopted exercise program shall be subject to final and binding grievance and arbitration under Section 6.1 and Section 6.3 of this Agreement. If the Union so desires, it may raise a potential grievance under this Article in writing at a meeting of the Joint Safety Committee, prior to filing a grievance, in which event if the complaint remains unresolved, the grievance will be filed directly at Step 2 of the grievance procedure.

Section 13.18. New Classifications. If the City creates new classifications within the bargaining unit, the Union shall be provided with thirty (30) days' advance notice. The parties shall meet over a period of at least forty-five (45) days at mutually agreeable times and negotiate with respect to wage rates, hours and other conditions of employment for the new classification. Each party's representative shall give fair consideration to the other party's proposals. In the event the parties are not able to reach agreement, any disputes as to the City's or Union's proposals that constitute a mandatory subject of bargaining shall, at the election of either party, be referred to arbitration for resolution in accordance with the procedures of Section 14 of the IPLRA, as modified below, except that the neutral chairman shall be selected in accordance with Section 6.3, Step 4 of this Agreement.

The arbitrator's authority as to any dispute as to wage rates shall be to determine whether the wage rate for the new classification bears a proper relationship to the

wage rates of the classification set forth in the labor contract. Any disputes as to other issues shall be determined in accordance with applicable standards of Section 14(h).

In any arbitration under this Section there is a presumption that the hours and other conditions of employment in the Agreement shall apply to the newly-created classification. Should the party asserting that the existing hours and other conditions of employment contained in the Agreement are inapplicable to the newly-created classification, fail to establish the unique character of the newly-created classification, the interest arbitrator shall proceed no further as to issues relating to hours and other conditions of employment. If, however, the interest arbitrator is satisfied that the newly-created classification presents unique circumstances requiring the establishment of hours and/or other conditions of employment which differ from those included in the Agreement, that interest arbitrator shall decide those issues under the statutory criteria and procedures established by Section 14(h) of the IPLRA. The arbitrator must address the issue of the asserted inapplicability of the existing hours and conditions of employment to the newly-created classification before proceeding to the wage issue in dispute.

Section 13.19. Qualified Drivers. a. Fire Apparatus Operator Requirements. Employees assigned to be FAOs shall be subject to the following requirements in order to maintain their FAO status and qualify for any possible stipends:

b. **Qualified Drivers Requirements.** Employees assigned to be Qualified Drivers shall be subject to the following.

i. Pass a written street test once per year with a passing score of 85% or more. A FAO/Qualified Driver will be given two chances to pass the test within a calendar year. A 2-week notice will be given prior to the test.

ii. Pass a FAE Pump Operator Practical P/F

c. Fire Apparatus Operator Pay. Effective upon execution of this agreement, any FAO shall be eligible to receive a stipend of sixty dollars ($60.00) per month.

d. Accident Prevention. An employee receiving two preventable accidents in a rolling twelve month period shall no longer be an FAO or Qualified Driver. Except for backing accidents, the Safety Committee may null and void one preventable accident (marked against an FAO/QD in a 12 month period) if the Safety Committee determines the accident to be minor in nature.

e. Accident Review. All accidents will be reviewed by the Joint Safety Committee established pursuant to Section 13.6. For purposes of this section, the Committee will make the determination if the accident was preventable or not preventable.

i. The Committee has the right to order specific drivers training for corrective measures. Any corrective measures are to be done on-duty and a summary of the corrective measures will be documented by the Company Officer (prior to the end of his/her tour of duty) and placed into the employee's training file.

ii. All accidents will be reviewed within twenty-one (21) calendar days of an incident, and the employee involved will receive results within seventy–two (72) hours. An employee may appeal the decision. The appeal must be made in writing as to his/her rational for the appeal. The appeal shall be e-mailed to the Fire Chief or his designee.

iii. In the event of a tie or an appeal, an appeals board, separate from the Joint Safety Committee, shall be formed within ten (10) business days consisting of a Suppression Fire Captain, F.A.O., and a Chief Officer. The Fire Chief shall choose two, and the Union President shall choose one.

1. The Board shall meet within ten (10) business days and the employee involved will receive results within seventy –two (72) hours.

iv. If the employee is not satisfied with the results or the process, he /she has the right to file a grievance according to Article VI section 6.3 starting at step 2 within ten (10) days.

f. Removal from FAO and Reinstatement. Any FAO/QD removed for failing to meet the ongoing requirements set forth herein shall be eligible for reinstatement, as a Qualified Driver, after successfully re-completing the F.S.V.O. course or any other course that may be appropriate and no sooner than six months from the date of the last preventable accident. The City has no obligation to pay for the course or the employee's time while attending the F.S.V.O. course for reinstatement.

g. Fire Apparatus Operators/Qualified Drivers Program. This policy covers both the responsibilities as well as procedures and qualifications for the program. The program was implemented as a result of a cooperative effort between the City and the Union with the intent to have members of the Department qualify to drive the various pieces of equipment that are used to respond to emergencies.

i. Qualifications: The minimum requirements for qualified drivers are:

1. License: All fire apparatus operators will have the minimum required driver's license for the vehicle operated;

2. Engine: Two years of employment with the Evanston Fire Department; Fire Apparatus Engineer (FAE) state certification; completion of in-house driver training course;

3. Aerial: Three years of employment with the Evanston Fire Department; Fire Apparatus Engineer (FAE) state certification; completion of in-house driver training course; completion of aerial operations class.

4. Ambulance: Six months of employment with the Evanston Fire Department; completion of the in-house driver training course.

ii. Training:

1. Training shall include classroom, skid pad/parking lot road driving and street test (minimum for engine).

2. A driver training course shall be offered biennially and shall be open to all interested firefighters on a voluntary basis provided they meet the certification and years of employment requirements as detailed above.

3. All driver training shall use N.F.P.A. and State Fire Marshall standards as a guideline.

4. Aerial operations course shall include skid pad, road driving, operations of aerial ladder and master streams, placement of aerial to various building types and training in manual override system (minimum).

iii. Assignments:

1. A list of Qualified Drivers (QD) shall be posted yearly in all fire stations. a. The list shall consist of Fire Apparatus Operators and Qualified Drivers.

b Fire Apparatus Operators shall be the most senior members who have qualified on both the engine and the truck. There shall be a minimum of twenty-one (21) Fire Apparatus Operators.

c. All other members on the list shall be designated as Qualified Drivers.

2. Applicants who fail driver training requirements shall retake all classes when offered by the Fire Department.

3. Qualified drivers who refuse the position shall wait until the next available opening to apply.

4. Fire Apparatus Operators: a. Any member who commits to being a FAO must remain a FAO for a minimum of one year. Any member wishing to no longer be a FAO must notify the Operations Chief in writing as to their desire to no longer be a FAO and the reason for stepping down. Notification must be made after November 1st but no later than the third Friday (by 17:00 hours) in November of the same year. If a FAO voluntarily steps down from the position, he or she will then be returned to the Qualified Driver's list and can not be considered for FAO for a period of one year from the date of relinquishing FAO. If that person returns to FAO, they do not retain their seniority as an FAO from the previous time served as FAO.

b. FAOs are not allowed to rotate their positions with Qualified Drivers.

c. Only FAOs and QDs can drive and operate the engine or truck on a regular 24-hour shift assignment unless otherwise directed by the Fire Chief or his designee (i.e., movement of a vehicle for placement, driving vehicles for servicing or state inspections, etc.)

5. Conflict with Other Programs: FAOs can and shall be detailed as an Acting Captain according to the Acting Policy and this contract.

6. FAO Absence: When a FAO is absent due to leave time, the driver's position should be filled with a FAO or a Qualified Driver. If a FAO or QD is not available, a FAO shall be hired back to fill the position. When there is an opening due to a FAO being absent and a FAO from another shift is working either due to a hireback or trade, the FAO will be used prior to a QD.

7. Use of a Qualified Driver: a. Qualified Drivers (QD) may be used when an FAO is not available. A QD can drive either an engine or truck if he/she

has both courses. If the QD has only one of the classes, that is the only vehicle that they are qualified to drive.

b. A QD may not turn down an assignment unless approved by the Fire Chief or his designee.

iv. Fire Apparatus Operator – Initial and Future Selections:

1. The most senior qualified driver shall have first selection for the position of Fire Apparatus Operator.

2. Seniority shall be department-wide according to the qualified drivers list.

3. The first twenty-one qualified drivers that accept the position shall obtain the position of Fire Apparatus Operator.

4. Qualified Drivers shall select open apparatus positions on their assigned shifts until all positions are selected. If all positions are selected on their given shift, qualified drivers shall be transferred to an open apparatus of their choice, according to seniority, if employee wishes.

5. All selections shall be completed and operating in position upon completion of all approved training and testing.

6. If a qualified driver passes on the position and accepts the position at a later date, he will not gain seniority in the position; his seniority in the position shall be determined by the date that he accepts the position.

7. Qualified drivers that pass on the position shall not lose their seniority position on the qualified drivers list; they shall have the first choice for the next available position, if they wish. There is no limit on how many times a qualified driver rejects the position of Fire Apparatus Operator.

8. The Department shall fill all vacancies within thirty (30) days, according to the qualified drivers list.

9. When a position becomes vacant, any Fire Apparatus Operator (FAO) shall have the option to select the open position, according to seniority as a FAO. Any opening created by a FAO switching shifts shall be filled from FAOs on the shift from which the switch is made to fill the vacancy. The final opening shall be filled as delineated in paragraph 4 above.

v. Fire Apparatus Operator Job Description: Under supervision, drives, operates and maintains (in accordance with his classification) fire apparatus and related firefighting equipment, engages directly in firefighting, EMS, fire prevention activities and training which are designed to protect and safeguard lives and property; assists in routine maintenance of fire stations and equipment; performs prescribed duties in any emergency so declared by the Fire Chief or his designee.

A Fire Apparatus Operator is responsible for the care and management of assigned fire apparatus and motor vehicles; is held strictly accountable for its condition at all times, particularly with reference to its cleanliness, good order and readiness for emergency service.

Illustrative Examples of Work: Drives fire apparatus (engine, truck, etc) to scene of fires, emergencies and as otherwise ordered; connects and disconnects engine hose line from hydrant to pumper; operates pumper and/or aerial apparatus in fighting fires, making minor repairs and adjustments to equipment during operation; cleans associated fire equipment; tests pumper for proper operating efficiency; ensures that assigned apparatus is clean and ready for inspection daily, except as otherwise directed in emergency circumstances by superior; ensures that assigned apparatus is operated safely under all circumstances consistent with conditions; ensures that assigned tools and equipment are used only for intended purposes including work at fire and scheduled drills; maintains

accountability and availability of assigned equipment; maintains fire apparatus check/status reports; performs duties of superior, may exercise direction over firefighters and less senior fire apparatus operators when so ordered.

Required Knowledge, Skills and Abilities: Must be familiar with buildings, streets, fire hydrants, alarm boxes, etc.; have knowledge of the operating theory and practice of pumps, pump motors and hose lay outs; working knowledge of the rules and regulations of the Evanston Fire Department; ability to drive and operate fire apparatus and related equipment; ability to follow oral and written instructions; ability to establish and maintain effective working relations with others; have ability to perform heavy physical labor in the lifting, moving and connecting of heavy hose sections and other equipment; skill in the operation and routine maintenance of fire apparatus and related equipment; must demonstrate proficiency in the duties of a firefighter.

Section 13.20. Maintenance of Service Levels.

The parties recognize and acknowledge the following standards of service:

1. The parties have jointly committed to maintain safe working conditions as described in Section 13.1 of this agreement.

2. "The Fire Department exists, 24 hours of every day, to protect life, property, and the environment. We will provide superior quality fire suppression, emergency medical services, fire prevention, public education, technical and special rescue, non-emergency and support services; to prevent or minimize situations that affect the people we serve."

3. The City Council has determined that this purpose is presently accomplished by maintaining daily staffing levels in accordance with the budget appropriated and adopted for fiscal year 2010-2011, which may be subject to change by City Council after compliance with the dispute resolution procedures of this agreement.

4. The present daily staffing levels ensure the safety of employees and protection of the life and property of citizens because such staffing levels are sufficient to ensure that companies responding to emergency calls have the staffing necessary to be effective and respond within the department's average response time.

5. The parties acknowledge that the present daily staffing levels are not necessarily absolute and may be subject to reconsideration due to circumstances currently unforeseen. In the event the City believes changes in present staffing levels are necessitated by changed circumstances, the City shall notify the Union of the reasons for any changes and upon written request from the Union, within ten calendar days, a Labor-Management meeting shall convene to discuss and negotiate in good faith as to the City's proposed changes. If the parties are unable to come to an agreement within 20 days, either party may invoke interest arbitration in accordance with § 14 of the Act, except that mediation shall be waived. The single arbitrator shall be selected under the procedures of the collective bargaining agreement except the parties shall select the arbitrator from the first panel received within seven days of receipt of the panel, and final offers shall be submitted by the parties to the arbitrator within seven days of the arbitrator’s appointment. The hearing shall thereafter be conducted and concluded within ten (10) days of the arbitrator’s appointment and a decision rendered (without the filing of post-hearing briefs, pre-hearing briefs will be permitted) within seven

(7) days thereafter. In the event the arbitrator selected is unwilling to meet these time frames, the last arbitrator struck will be selected until an agreeable arbitrator is found.

6. The Union agrees that during these discussions and negotiations prior to impasse, it will direct all correspondence and inquiries to the City's appointed negotiating team. The City agrees to share any concerns of the Union with the City Council in the event the proposed changes require City Council's approval.

7. This side letter of agreement shall expire (sunset) at 11:59 p.m. on the 31st day of December, 2011, and the parties shall revert immediately to the provisions of the parties' collective bargaining agreement. The parties agree that the provisions within this side letter of agreement and the effects of its application shall be considered non-precedential, shall not be considered to be the "status quo" in any future negotiation, and shall not be used by either party for any purpose whatsoever in any future interest arbitration involving the parties. Nothing herein shall constitute a waiver of either party's position as to whether or not minimum manning is a mandatory subject to bargaining.

ARTICLE XIV

Policy on Drug and Alcohol Screening

Section 14.1. General Policy Regarding Drugs and Alcohol. The use of illegal drugs and the abuse of alcohol and legal drugs by members of the Evanston Fire Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such use and abuse violate the reasonable expectations of the public that the City employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol use.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by employees and potential employees of the Evanston Fire Department. Contained herein is the policy and program of the City of Evanston and the Evanston Fire Department, as specifically applied to members of the Evanston Fire Department.

The Fire Department has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are physically and emotionally fit to perform their jobs at all times. For these reasons, the abuse of prescribed drugs, the abuse of alcohol or the use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by Department members is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

Section 14.2. Definitions.

A. "Drugs" shall mean any controlled substance listed in Chapter 56-1/2 of the Illinois Revised Statutes, known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. Thus, the term "drugs" includes both abused prescription medications and

illegal drugs of abuse. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. A listing of drugs covered by this policy includes, but is not limited to:

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

B. "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his/her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed. "Impairment" due to alcohol shall be presumed when a blood alcohol content of .02 or more is measured.

C. "Positive Test Results" shall mean a positive result on both a confirming test and an initial screening test. If the initial test is positive, but the confirming test if negative, the test results will be deemed negative and no actions will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified in Section VI.A.7.

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

Section 14.3. Pre-Employment and Probationary Screening. All new Firefighter applicants will be required to submit blood and urine specimens to be

screened for the presence of drugs and/or alcohol prior to employment. No applicant with a confirmed positive result shall be eligible for hire. Any applicant refusing to submit to such required testing shall not be considered for employment. Probationary employees will be required to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol during the final 30 days of the probationary period.

Section 14.4. Prohibitions. Firefighters shall be prohibited from:

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

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

C. Being impaired due to alcohol during the course of the work day.

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

E. The use of alcohol within four hours of reporting to duty.

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

Section 14.5. Administration of Tests.

A. Informing Employees Regarding Policy. New employees will be supplied with a copy of this Policy on Drug and Alcohol Screening as part of the new employee orientation. The City shall provide annual training to employees regarding the goals of this policy, namely, that employees of the Fire Department be fit and free from the adverse effects of the use of illegal drugs and the abuse of alcohol and legal drugs; such training will include a review of this policy. However, it is the responsibility of all members of the Fire

Department to be aware of, and adhere to, this policy and rules and procedures contained herein.

B. Reasonable Suspicion. Where the City has reasonable suspicion of drug use or alcohol abuse, a test may be ordered and the employee may be required to report for testing. Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using and/or is physically or mentally impaired due to being under the influence of alcohol or illegal drugs. Reasonable suspicion will be based upon the following:

i. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substances; or

ii. Information provided by an identifiable third party which is independently investigated by the Fire Chief or his designee to determine the reliability or validity of the allegation.

C. Accidents/Injuries. When a member is involved in an on-the-job accident or injury, a supervisor shall conduct a preliminary investigation promptly and, as part of the investigation, shall evaluate the member's appearance and behavior. Drug and alcohol testing may be required where there is reasonable suspicion that an error or mistake due to drug or alcohol use by the member caused the accident or injury or where there is reasonable suspicion that a member's alcohol or drug use may have contributed to the incident.

D. Performance. When a member is observed to be behaving in a manner causing reasonable suspicion of drug and/or alcohol use, the supervisor may require a drug and alcohol test. Whenever feasible, the impaired behavior should be observed and corroborated by another supervisory member.

E. Arrest or Indictment. When a member has been arrested or indicted for conduct involving alcohol abuse and/or illegal drug related activity on or off duty, the Fire Chief may require drug/alcohol screening. The Fire Chief may also or instead of a drug/alcohol screening, make a mandatory referral for an evaluation of the existence of a substance abuse problem. If the certified substance abuse professional or other licensed physician or psychologist acceptable to the City and to the Union indicates that a treatment program is recommended, that treatment program will be viewed as mandatory in accordance with the existing language in the drug/alcohol policy. If the evaluation indicates a treatment program is not necessary, the treatment program would not be mandatory.

F. Status of Employee Following Order for Testing. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

G. There shall be no across-the-board or random testing of employees except as specifically provided for by Section 14.9 of this Article, or as otherwise mutually agreed in writing by the parties.

Section 14.6. Testing Procedures. The test procedures outlined in this Section shall conform with the NIDA Standards (National Institute on Drug Abuse) of the Federal Guidelines issued by the Department of Health and Human Services, Alcohol, Drug Abuse and Mental Health Administration as set forth in Title 48 of the C.F.R. effective 12-1-89. In the event there is any conflict between the procedures set forth in this Section 14.6 and the NIDA Standards, the NIDA Standards shall control.

The Director of Human Resources, in conjunction with the Fire Chief, will ensure that the following procedures are established for the collection of urine and blood specimens and the testing of such specimens at a designated NIDA-certified laboratory.

A. General Procedures.

1) Employees covered by a collective bargaining agreement are entitled to union representation; a union representative shall accompany the employee to the collection site, provided such representative is available and that securing such representative does not impede the process.

2) Collection Sites. Collection services will be provided at the OMEGA Clinic (the City's physician group). For services when OMEGA is not open, collection services will be provided at the Evanston Hospital Emergency Room.

3) Chain-of-Custody. In all cases, strict chain-of-custody procedures will be followed:

a. Immediately after the specimen is obtained, the client and the doctor or nurse will initial the confidence seal on the urine specimen.

b. Both parties will sign the laboratory chain-of-custody form, including the date and time.

c. Labeled specimens will be placed in a locked refrigerator or laboratory container located in the clinic. The OMEGA staff member will sign and date the OMEGA log.

d. Lab courier will pick up specimens twice per weekday and once per weekend. Courier and OMEGA staff will sign the chain-of-custody form.

e. Specimens will be transported directly to the designated NIDA-certified (MetPath) laboratory where they will be processed in a separate drug testing area accessible only to authorized personnel.

f. Once in the lab, all personnel who handle the specimen must sign and date the chain-of-custody form.

4) Scheduling.

i. "For cause/fitness for duty" and other non-routine collection of specimens for testing will not require an appointment, but the individual must be accompanied by a supervisor, who will present identification. In most cases, OMEGA will be notified by phone of a collection request "on the way."

ii. Routine collection of specimens for testing will be done by appointment at least 24 hours in advance.

iii. When collection is done at the Emergency Room, the City will notify OMEGA on the next business day. At the hospital, the supervisor will present identification and notice that this is an OMEGA client.

5) Results. Results will be forwarded by mail to the Director of Human Resources in a confidential envelope. Generally, this means within 24-72 hours of specimen pick-up by the lab. Results will not be released by phone when the call is initiated by someone outside OMEGA or the testing lab. The Director of Human Resources may request that OMEGA release the results by phone or in person only to her. Written results are the property of the City of Evanston and will not be released by OMEGA or the laboratory to an employee/applicant without proper authorization from the City.

6) Collection Procedure.

a. Client identity will be verified by driver's license or by the supervisor in the absence of a picture ID. Verification will be done by doctor or nurse.

b. Drug history/drug disclosure form will be completed by the client, and reviewed by the doctor or nurse.

c. Consent form will be signed by client and witnessed.

d. The specimen will be obtained as follows:

i. At the OMEGA site, the collection will be unwitnessed: the client will be fully unclothed, dressed in a hospital gown, wash his/her hands thoroughly, including under and around the fingernails, and accompanied to the bathroom door. The client will void in a bathroom with colored toilet water, taps shut off, and devoid of soap or other materials which would be used to adulterate the specimen.

ii. At the Emergency Room site, if the specially-equipped bathroom is not available, the test will be witnessed. A doctor and/or nurse will accompany the client to the bathroom and will be physically present when the specimen is produced. Blood alcohol specimens will be obtained by a nurse.

e. Blood alcohol specimen will be labeled with name, test date, time, and will be initialed by the nurse or doctor and the client.

f. Urine specimen will be sealed in full view of the client and the confidence seal placed over the top of the bottle.

g. The chain-of-custody process will be initiated, and specimens will be given an I.D. number. The specimen will be labeled with that number, as is the chain-of-custody form.

h. Copies of the chain-of-custody form will be sealed in a tamper-proof custody envelope with the specimen. The envelope will be locked up in a metal box or locked refrigerator.

i. "For Cause" testing will also include a medical history and physical exam to gather an understanding of any physical conditions, known or unknown, of a client, as well as to provide a third party observation and assessment of the individual.

j. In connection with its testing program the City shall engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any

employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

7) Laboratory Process. MetPath will utilize a NIDA-certified laboratory for all drug/alcohol screening processing. The laboratory will:

a. Use 7 drug panel of: amphetamines, barbiturates, benzodiazepines, cocaine, cannabinoids (THC), opiates and phencyclidine, unless the specific situation requires testing for another specific substance(s), plus alcohol (ethyl).

b. Use the EMIT procedure as the initial screen, utilizing cutoff levels as follows:

Marijuana metabolites	100 ng/ml
Cocaine metabolite	300 ng/ml
Benzoylecgonine (Opiate metabolite)	300 ng/ml
Amphetamines	1000 ng/ml
Phencyclidine	25 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	300 ng/ml

c. Use Gas Chromatography/Mass Spectroscopy (GC/MS) as the confirmatory method, utilizing cutoff levels as follows:

Marijuana metabolites (Delta-9-THC Carboxylic)	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml
Opiate metabolites:	
Morphine	300 ng/ml
Codeine	300 ng/ml

Amphetamines	500 ng/ml
Amphetamine or Methamphetamine	
Phencyclidine	25 ng/ml
Barbiturates	200 ng/ml
Benzodiazepines	50 ng/ml

d. Freeze and retain all positive specimens for at least twelve (12) months after testing.

e. Use for alcohol (ethyl) a blood alcohol content level of .02 grams per 100 cubic centimeters.

B. Independent Testing. When an employee has been tested pursuant to the rules established herein and there are confirmed positive results, the employee may request that a portion of the original specimen be submitted for an independent test. The employee shall be notified of his/her right to do so and request and complete the independent test within ten (10) days of notice. The independent test shall be at the employee's expense, shall use equivalent testing and chain-of-custody process used by the City. If such independent test yields a negative test result, the City will consider those results in its determination of further action.

C. Confidentiality of Test Results. The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the Director of Human Resources, and such other officials as may be designated by the City Manager on a need-to-know basis consistent with the other provisions of this Agreement, including treatment needs, diagnosis, use of the Employee Assistance Program and investigation of disciplinary action. Test results will be disclosed to the designated representative of the union upon request. Test results will not be disclosed externally except where the person tested consents or disclosure is permitted by law. Any

member whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results. A breach of confidentiality shall be considered a serious act of misconduct and the Union may grieve and remedy violations through the grievance procedure. Nothing in this provision shall be construed as waiving the Union's statutory right to obtain information that may be relevant to collective bargaining or the administration of grievances.

Section 14.7. Voluntary Request for Assistance. Employees are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. If such voluntary assistance is sought by the employee before the employee commits rule violations connected with drug/alcohol abuse, and/or before the employee is subjected to for cause testing under this policy, there shall be no adverse employment action taken against an employee who voluntarily seeks assistance. When voluntary assistance is requested under this policy, the employee may use the City's Employee Assistance Program to obtain referrals, treatment, counseling and other support and all such requests shall be treated as confidential pursuant to the City's normal procedures in the operation of its Employee Assistance Program.

Section 14.8. Specific Responsibilities.

A. The Fire Chief or his/her designee will:

1. Identify those members where a drug/alcohol screen is required and inform the Director of Human Resources of said status.

2. When necessary, initiate a preliminary investigation to determine the validity of a member's admission that he/she is presently taking prescribed drugs.

a. If the preliminary investigation reveals that the drugs have been legally prescribed and are being consumed according to prescription directions, no further investigation will ensue.

b. In all other instances, a formal investigation will ensue when the test results disclose positive indicators and/or evidence of drug/alcohol usage by the member.

B. Command level personnel or the Fire Chief shall ensure that members have been properly notified of the date and time of a drug/alcohol screen and that the notification has been properly documented.

C. The member subject to a drug/alcohol screen will:

1. Report on a date and time determined by the Department.

2. Furnish documentation relating to the use of any prescribed drugs; i.e., prescription bottle with prescription number, prescribing physician's statement, etc.

3. Answer all pre-medical examination questions including the use of any/all prescribed drugs and the name(s) of any prescribed drugs and the name(s) of any prescribing physician(s).

4. Cooperate in the completion of all phases of the drug/alcohol screen in accordance with the instructions of the examining physician or his/her designee.

5. Have in his/her possession his/her departmental identification card.

D. Any member who is taking prescription medication that could affect perception, judgment, memory, coordination or other necessary ability to perform one's duties shall report such fact and the nature of the illness or condition requiring the medication to his/her supervisor. Such information will be treated on a confidential basis.

Section 14.9. Disciplinary Action for Confirmed Positive Test Results.

A. First Positive. The first confirmed positive test result will be cause for disciplinary action up to and including a five duty day disciplinary suspension. The employee must agree to the following conditions: (1) the employee will be mandatorily referred to the City's Employee Assistance Program for evaluation, diagnosis and development of a

treatment plan consistent with generally accepted standards; and (2) the employee will be required to cooperate in the treatment plan, undergo unannounced periodic drug and/or alcohol screening for a period of up to 12 months, successfully complete the prescribed treatment, remain free of drug and alcohol use, and sign an agreement consenting to said conditions. Failure to comply with these conditions of continued employment shall be cause for discharge.

B. Second Positive – During Treatment. If an employee has a first confirmed positive test under the previous paragraph A and enters a treatment program, and thereafter that employee has a subsequent confirmed positive test result while the employee is in treatment, as a result of unannounced periodic drug and/or alcohol screening, the employee shall receive a 30 shift day disciplinary suspension and shall be required to continue in treatment and comply with the other conditions of treatment as set forth in the preceding paragraph, which 30 shift day disciplinary suspension shall be final and binding on the Union and the employee and shall not be subject to the grievance procedure. Any confirmed positive test thereafter, either periodic unannounced or reasonable suspicion, shall result in the employee's discharge, which shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure of the collective bargaining agreement.

C. Second Positive – Reasonable Suspicion. An employee who has a first confirmed positive test under Paragraph A of this Section 14.9 and who subsequently has a confirmed positive test under the reasonable suspicion standard shall be discharged, which discharge shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure in the collective bargaining agreement.

D. Employment Status. There is no requirement on the part of the City to keep an employee on active employment status who is receiving treatment under this Section if it is appropriately determined (i.e.,

determination by an independent physician and/or appropriately certified medical and/or psychological professional) that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.

ARTICLE XV
Paramedics

Section 15.1. General. In an effort to maintain a sufficient number of Paramedics for the City of Evanston, the following policy will be adopted:

> This policy applies to members in the Department who perform Emergency Medical Services, have secured licensure as Emergency Medical Technician/Paramedic (EMT-P) with the State of Illinois, Department of Public Health, by and through the Emergency Medical System (EMS) under which the Evanston Fire and Life Safety Services Department operates its Advanced Life Support (ALS) Service, and to members of the Department who are in the process of obtaining such licensure (provisional).

A memorandum will be issued annually by the Fire Chief regarding a reasonable number of paramedics necessary for the provision of EMS services by the Evanston Fire and Life Safety Department.

Section 15.2. Training. Annual required training of Paramedics and provisional members of the Evanston Paramedics Service shall normally take place on duty hours. Where training activities are scheduled at a time when a participant is not regularly scheduled to work, overtime shall be paid in accordance with the Union Contract.

Paramedics may also enroll in additional educational courses and seminars offered by outside agencies to enhance their EMT-P skills; any outside training opportunities shall be procured under the guidelines as set forth in the Department's Outside Training Policy.

Section 15.3. Implementation of Staffing. Sufficient Paramedics to properly staff the Paramedic Service shall be secured from the following sources:

A. Volunteer Paramedics: Firefighters hired from the provisional employment list posted on December 12, 1983 or provisional employment lists posted on earlier

dates who have volunteered (or who may volunteer in the future) to secure appropriate licensure and perform as Paramedics. These Paramedics must agree to commit to participate in the service for a term of service – hereinafter referred to as a "basic commitment period" – equal to the duration of his/her existing period of licensure.

B. Mandatory Paramedics: Firefighters hired from the provisional employment list posted on July 7, 1986 or hired after August 18, 1986. These persons shall be required as a condition of employment to attain and maintain in good standing their licensure as an EMT-P (Paramedic).

C. Drafted/Assigned Paramedics: If the Fire Chief determines there are insufficient existing Paramedics and additional Paramedics are necessary to provide Emergency Medical Services, Firefighters may be drafted/assigned to become Paramedics. Firefighters will be assigned beginning with the non-paramedic Firefighter with the least amount of seniority, in ascending order until the appropriate number of Paramedics is secured. A drafted/assigned Paramedic shall be required to participate in the EMS for one complete period of licensure, following completion of the licensing and certification requirements. Drafted/assigned Paramedics shall make their best effort to secure the required licensure and certifications.

Section 15.4. Conditions for Withdrawal from Paramedic Program.

A. Volunteer or Drafted/Assigned Paramedics: Members of the Department who are Volunteer or Drafted/Assigned Paramedics and who have completed their basic commitment period may request to withdraw from the program. All requests to withdraw must be made between November 1 and November 30 of each year and shall be submitted in writing to the Fire Chief. These members may be allowed to withdraw if the number of existing paramedics exceeds the number set by the Fire Chief, in descending order of seniority as a Paramedic with the Evanston Fire and Life Safety Services Department. Seniority in this

case will be determined by the month and year the member becomes certified in the St. Francis System.

B. Medical Withdrawal: Volunteer and Drafted/Assigned Paramedics may withdraw from the service prior to completing their basic commitment or further commitment terms or outside of the stated withdrawal terms only upon submission of satisfactory medical evidence of unsuitability for the Paramedic Service and after approval by the Fire Chief or his designee. Mandatory Paramedics who cannot continue as a Paramedic and require medical withdrawal shall seek a disability pension or are subject to termination.

C. Post Withdrawal: Any paramedic allowed to withdraw from the program and remain with the Department will be required to maintain status as an EMT-A.

Section 15.5. Paramedic School and Classes.

A. Failure to Pass Paramedic Class/State Test: Mandatory Paramedics will be given only one opportunity to pass the Paramedic Class, unless agreed otherwise by a committee of three which consists of the EMS Coordinator, the Division Chief EMS, and the Fire Chief. In addition, they will be given no more than three (3) opportunities to pass the State licensure test. Any Mandatory Paramedic who fails to pass the class or test based upon the criteria in this section will be subject to termination.

B. Post Class Requirements of the EMS System: Provisional paramedics must successfully complete any licensure requirements within 12 months of passing the State paramedic exam, unless an extension is recommended by a committee of three, which consists of the EMS Coordinator, the Division Chief EMS, and the Fire Chief.

C. EMT-A Course: Failure to complete the EMT-A course within the same constraints as outlined for the Paramedic course will subject the individual to termination.

Section 15.6. Liability Coverage. The City shall provide complete liability coverage for Firefighters operating within the scope of their employment as Paramedics.

Section 15.7. Paramedic Preceptors. The City shall establish a Paramedic Preceptor program to provide a mentoring relationship between a paramedic student and established firefighter/paramedics. The Preceptor is to provide to the student the assistance necessary to develop the knowledge and skills to the level at which the student is capable of operating as a Paramedic in the St. Francis EMS System.

a. Qualifications: Preceptors must be a firefighter/paramedic in good standing within the St. Francis EMS System, and must have a minimum of three years of such standing with the Evanston Fire and Life Safety Services Department. Preceptors must also possess the following certifications: 1) Advanced Cardiac Life Support; 2) Pediatric Advanced Life Support.
b. Requirements: The preceptor must 1) complete the St. Francis EMS System preceptor orientation program, 2) meet all System and Departmental reporting and riding requirements, and 3) maintain the mentoring relationship from assignment to a student through the student's successful completion of the State licensure exam.

    1) Selection/Payment: The Department may select preceptors from an eligible volunteer pool. The Department reserves the right to assign members as preceptors to meet its needs. Paramedics who are serving as preceptors as of March 1, 2001 will be considered as qualified for selection as a preceptor. An employee assigned to serve as a preceptor to a student for a shift will be paid 3.2% of the GP pay step hourly rate for the twenty-four hours of the shift worked.

Section 15.8 Performance Improvement Measures and Critiques "PIC"

No disciplinary action may be taken by the City of Evanston upon an EMT or Paramedic for any and all information brought about within the confines of the EMS Resource Hospital Request for Clarification or Performance Improvement Critique "PIC" Methods. The City maintains the right to clarify any pre-hospital care provided by an EMT or Paramedic employed by the City. However, any clarification conducted by City

personnel must be concluded prior to commencement of a Request for Clarification or "PIC" ordered by the EMS Resource Hospital and is subject to Article VI of the CBA.

The results of the Request for Clarification or "PIC" Methods as dictated by the EMS Resource Hospital are for quality improvement only and are not to be punitive to the EMTs or Paramedics involved.

ARTICLE XVI
Promotions

Section 16.1. Promotions. Promotions to rank of Captain and Shift Chief shall be governed by the rules and regulations of the City of Evanston in effect as of March 1, 1991 and the Fire Department Promotion Act (50 ILCS s742) to the extent they are not inconsistent with the terms of this Article, (a copy of the Act is attached as Appendix G), or other mutual agreements between the parties under this Article. Beginning with the expiration of the 2005-2009 promotional eligible list, the City will post new promotional eligible lists no more than three years after the posting of the prior list(s), for both Fire Captain and Shift Chief; promotional eligible lists shall last for a minimum of two years, unless exhausted.

Section 16.1.1. Vacancies. This Article applies to promotions to vacancies in the ranks of Captain and Shift Chief. A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period of up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted. Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list; such candidate must provide in writing his decision to refuse a promotion including the reason therefore, and submit same to the Fire Chief no later than 5 calendar days following the offer of promotion. Any candidate not following this procedure or who refuses promotion a second time shall be removed from the final

adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

Section 16.2. Fire Captain. In order for an employee to qualify for and participate in the Fire Captain examination, said employee shall have five years experience with the Evanston Fire Department assigned to suppression, as a firefighter or a firefighter/paramedic. For examinations beginning after January 1, 2006, employees must possess the following additional qualification to participate in the examination: possession of Fire Officer I State Certification or Fire Officer I Provisional or an Associate's or Bachelor's or Master's degree in Fire Science, Fire Management or Public Safety with a fire service concentration. Such degrees must be from accredited institutions.

The placement of employees on promotional lists shall be based on the points achieved by the employees on promotional examinations for Fire Captain consisting of the following four components weighted as specified:

Written Test	60%
Professional Achievement	15%
Oral Exam	12.5%
Seniority	12.5% (up to)

Those applicants whose scores are the top 80% of the applicant pool will be placed on the eligibility list. In the event of tied scores, both applicants will be placed on the eligibility list with the more senior applicant being ahead of the other applicant on the list.

Seniority will be calculated based on months of completed service as of the close of applications. Candidates shall be awarded a maximum of twelve and one-half (12.5) points on the promotional examination for seniority. Candidates shall be awarded one point for each twenty-four months of completed service, and thereafter, one-twenty-

fourth (.042) of a point for each month of completed service to the maximum of 12.5 points.

A. Procedure for Selection. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotional list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in Article 6.3 of this Agreement. In the event of a tied score, the applicant with the most seniority will be placed ahead of the other.

B. Test Components. All promotional criteria used shall have a direct bearing on the position being tested and will stress objectivity and seek to minimize the interjection of subjective considerations unrelated to performance. All promotional criteria will be job related in accordance with EEOC guidelines. Scores on each component of the exam shall be posted. Total points awarded

for subjective components shall be posted before the written exam is administered and before the promotion list is compiled.

Written Exam. The written examination shall consist of questions which are job related and validated. Study guides and reference lists shall be made available equally to all candidates at least ninety (90) days before the date of the written examination.

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

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

(ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

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

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

Oral Exam. The oral interview shall be conducted by a panel of fire chiefs or other sworn fire professionals plus one current fire officer selected by the Union. The fire officer selected by the Union shall be limited to fire officers who have served on Fire Departments the size of Evanston or larger in the rank of Shift Chief, Battalion Chief or their equivalents or higher. Total points for the oral exam shall be posted before the written examination is administered and before the promotion list is compiled.

Professional Achievements. The following is a list of professional achievement categories which will be used for the promotional exam. This list shall be subject to updating at a labor/management meeting prior to the examination. When there is a logical progression in terms of certification and/or degrees, points shall only be awarded for the highest certification and/or degree achieved.

Candidates shall be awarded points to a maximum of fifteen (15) for professional achievements as follows:

College Education

Bachelor's Degree in Fire Science or Fire Management	6 points
Associate's Degree in Fire Science or Fire Management	3 points
Bachelor's Degree in any other field	3 points
Certificate of Applied Science: Fire Science	1.5 points
Associate's Degree in any other field	1.5 points

Certifications granted by OFSM, FSI, ILFCA, ILFIA, NFA or obtained through an accredited college:

Fire Officer I (certified)	2 points
Fire Officer II (certified)	2 points
Paramedic	2 points
Firefighter III (certified) (added 2005)	1 point
Fire Officer I (provisional)	1 point
Fire Officer II (provisional)	1 point
Fire Instructor II	1 point
Fire Instructor III	1 point
Fire Apparatus Engineer	1 point
Fire/Arson Investigation I	1 point
Fire/Arson Investigation II	1 point
Fire/Arson Investigation III	1 point
Pediatric Advanced Life Support Certification	1 point
Advanced Cardiac Life Support Certification	1 point
Pre-Hospital Trauma Life Support Certification	1 point
Basic Trauma Life Support Certification	1 point
Active Fire Department CPR Instructor	1 point

EMT-B	1 point
Northwestern University Supervisor Class For the Fire Service (added 2005)	1 point
Initial Company Officer First-In Operations (added for 2005 process)	1 point
SCUBA Certification (PADI, NAUI, YMCA, Advanced Open Water or equivalent)	1 point
Active Department SCUBA Team Member	.5 point
National Fire Academy Class	1 point
Active Fire Department SCBA Service Technician	1 point
Rapid Intervention Team 40 hour class (added 2005)	1 point
Fire Attack and Suppression Techniques Certification	.5 point
Truck Company Operations	.5 point
Engine Company Operations	.5 point
Fire Company Officer	.5 point
Trench/Confined Space Awareness	.5 point
Saving Our Own	.5 point
Flashover School	.5 point
High-Rise Emergency Operations/Firefighting And Rescue Seminar (added 2005)	.5 point
Surface Ice Rescue with Certificate of Completion (added 2005)	.5 point
Weekend Structural Firefighting (16 hours) (added 2005)	.5 point
Certified Emergency Vehicle Operator Train the Trainer class/department Instructor (added 2005)	.5 point

Special Rescue Group: One point will be awarded for each class requiring 24 or more hours (e.g., Rescue Specialist – Roadway Extrication; Confined Space; Trench I; Vertical I: Ropes and Rigging; Vertical II: High Angle; Smoke Divers; and Auto Extrication Technician II)

Hazardous Materials Group: One point will be awarded for each class requiring 24 or more hours, (e.g., Hazardous Materials First Responder – Operations; HazMat Technician; HazMat Materials Incident Command; and Chemistry of Hazardous Materials).

Homeland Security Group: One point will be awarded for each class requiring 24 or more hours (e.g., Department of Justice Cobra classes) (added for 2005 process).

Incident Command/Unified Command Group: One-half (.5) point will be awarded for each class requiring 8 or more hours (added for 2005 process).

Firefighting Operations Seminars: One-half (.5) point will be added for those classes completed with a Certificate of Completion (e.g., Horman, Brannigan) (added for 2005 process).

C. Supplemental Concepts. The parties will further agree that the promotion system shall be guided by the following principles:

1. All rating factors should be related to performance factors important to carrying out the major duties of the promotional rank.
2. Rating factors should be weighted in accordance with their relative importance in the primary duties of the promotional rank, recognizing that a Captain or Shift Chief is expected to serve as the leader of a fire company or shift.
3. The rating system should stress objectivity and seek to minimize the interjection of subjective considerations unrelated to performance.
4. The authority assigning the final rating should be able to account for its rating by providing reasons or examples of performance to support its conclusion.

5. Due deference should be accorded to the advice and recommendations of outside consultants who may be retained by the City to provide expert guidance in the designing and implementation of a professionally developed performance and promotional evaluation system.

B. Grievances. Any candidate may file a grievance under the grievance/arbitration procedures of this Agreement. Any such grievance must be (1) filed within 21 days of the date the City posts the promotional list; and (2) limited to a claim that the City failed to follow the promotional procedural requirements of this Article (as distinguished from a claim that the grievant disagrees with the specific promotional selection.)

Section 16.3. Shift Chief. In order for an employee to qualify for and participate in the Shift Chief examination, said employee shall have five years experience with the Evanston Fire Department as a Captain assigned to suppression. For examinations beginning after January 1, 2006, employees must possess the following additional qualifications to participate in the examination: possession of Fire Officer II State Certification or Fire Officer II Provisional or a Bachelor's or Master's degree in Fire Science, Fire Management, or Public Safety with a fire service concentration. Such degrees must be from accredited institutions.

All provisions in the Section concerning "Promotions – Captain" shall be applicable to the promotion of Shift Chief except as follows:

Written Test	60%
Professional Achievements	15%
Oral Examination	12.5%
Seniority	12.5%

Seniority will be calculated based on months of completed service in the rank of Captain as of the close of applications. Candidates shall be awarded a maximum of twelve and one-half (12.5) points on the promotional examination for seniority. Candidates shall be awarded one point for each twenty-four months of completed service, and

thereafter, one-twenty-fourth (.042) of a point for each month of completed service to the maximum of 12.5 points.

A. Procedure for Selection. This procedure is as described above in Section 16.2 Fire Captain, except that all qualified applicants shall be placed on the eligibility list.

B. Test Components. This procedure is as described above in Section 16.2 Fire Captain, except:

C. Professional Achievement Points. Professional Achievement points shall be the same as those used for the Fire Captain process, except that (1) an additional point will be given for each management or supervision class requiring 24 or more hours, and (2) possession of a Master's Degree in Fire Science will be given 9 points.

D. Oral Examination. The oral examination for Shift Chief will be conducted by a panel of Fire Chiefs or other sworn Fire professionals plus one current Fire Officer selected by the Union. The Fire Officer selected by the Union shall be limited to Fire Officers who have served on Fire Departments the size of Evanston or larger, in the rank of Shift Chief, Battalion Chief or their equivalents or higher.

E. Grievances. Any candidate may file a grievance under the grievance/arbitration procedures of this Agreement. Any such grievance must be (1) filed within 21 days of the date the City posts the promotional list; and (2) limited to a claim that the City failed to follow the promotional procedural requirements of this Article (as distinguished from a claim that the grievant disagrees with the specific promotional selection.)

Section 16.4 Fire Department Promotion Act. The parties agree that the following provisions of the Fire Department Promotion Act, 50 ILCS 742, shall be incorporated herein by reference into this Article: Section 5, Definitions; Section 10, Applicability; and Section 65, Violations.

Section 16.5 Waiver and Agreement. Pursuant to Section 10(e) of the Fire Department Promotion Act and Section 15 of the Illinois Public Labor Relations Act, the parties specifically agree that the process for promotion to the ranks of Fire Captain and Shift Chief shall be governed solely by the provisions of this Article and that such contract provisions shall supercede and be in lieu of the provisions of the Fire Department Promotion Act and, where they conflict, the Rules and Regulations of the City of Evanston with respect to promotions.
The parties recognize that certain provisions relating to mandatory subjects and to the prior method of handling promotions freely negotiated by the parties were compromised by the City in consideration for agreement on the part of the Union to include provisions that modify the Fire Department Promotion Act or waive the applications of such provisions. The parties respectively acknowledge that either party may propose modifications of this Article in successor agreements beyond the 2005 successor agreement, and that such proposals may impact upon the balance established under this Article. In such event, the concessions made by either party under the terms of this Article shall not prejudice either parties' rights to withdraw or modify such terms in regard to the negotiations of the terms of a successor article. It is further understood that the terms of this Article shall continue in effect during the period of negotiations between the parties as to the terms of a successor contract; provided that, if interest arbitration is invoked by either party and any part of this Article is in dispute, the terms and conditions of this Article which vary from the terms of the IFDPA shall not be within the jurisdiction of the arbitrator to determine without the express consent of the Union or the City, as applicable, and shall lapse upon the award of the arbitrator.

Section 16.6. Military Preference Points for Promotion.

A candidate on a preliminary promotion list, who is eligible for veteran's preference points under the Illinois Municipal Code, may file a written application for that preference within 10 days after the posting of the preliminary promotion list. The City of Evanston shall then make adjustments to the rank order of the preliminary promotion list based solely on any veteran's preferences awarded. The final adjusted promotion list shall then be posted.

Military preference points are to be awarded based on the following criteria:

> ***A promotional candidate on the preliminary promotional list must have been engaged in active military or naval service of the United States at anytime for a period of one year, who was honorably discharged there from, who is now or who may hereafter be on inactive or reserve duty in such military or naval service. However, persons who were convicted by court-martial of disobedience of orders where such disobedience consisted in the refusal to perform military service on the grounds of alleged religious or conscientious objections against war shall be ineligible. Qualifying candidates are to receive preference points according to state statute.***

No person shall receive the preference for a promotional appointment granted by this Section after he/she has received one promotion from an eligibility list on which he/she was allowed such veteran's preference.

ARTICLE XVII

Termination and Legality Clauses

Section 17.1. Ratification and Amendment. No amendment or modification of this agreement during its term shall be effective unless reduced to writing and agreed to, ratified and signed by a representative of the Union and either the City Manager or the Director of Human Resources.

Section 17.2. Savings. If any provision of this Agreement is subsequently declared by federal or state legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Such invalidated provision(s) shall be the subject of immediate negotiations between the parties in order to attempt to negotiate a substitute provision.

Section 17.3. Entire Agreement. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining on any subject, whether included in this Agreement or not, for the term of this Agreement.

Section 17.4. Duration and Renegotiations This Agreement shall be in effect from March 1, 2010 to 11:59 p.m. on December 31, 2011 and from year to year thereafter unless either party gives written notice to the other party of its desire to modify or amend this Agreement on or before September 1, 2011 or any subsequent September 1. Negotiations for the new collective bargaining agreement shall begin on or about October 1, 2011 or another mutually agreeable date.

EXECUTED this __ day of _____, after receiving approval by the City Council and after ratification by the Union membership.

EVANSTON FIRE FIGHTERS ASSOC.

IAFF Local 742

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

CITY OF EVANSTON, ILLINOIS

_____

APPENDIX A

APPLICATION FOR UNION MEMBERSHIP

AND

AUTHORIZATION FOR CHECKOFF OF UNION DUES AND ASSESSMENTS

I hereby apply for membership in the Evanston Fire Fighters Association, Local No. 742, International Association of Fire Fighters, AFL-CIO-CLC. I understand that I am covered by the "fair share" provision of the current labor agreement between the Union and the City of Evanston.

I hereby authorize the City of Evanston to deduct from my pay the uniform dues and/or uniform assessments of Evanston Fire Fighters Association, Local No. 742, International Association of Fire Fighters, AFL-CIO-CLC and remit said amounts to the Union.

I understand that this application for membership and check-off authorization cannot be canceled by me, unless I give written notice to both the City and the Union in the 30-day period beginning 15 days before the expiration date of the current labor agreement and extending to 15 days after said expiration date.

_____

Print Name

_____

Signature

_____

Date

APPENDIX C

SIDE LETTER OF AGREEMENT

Mr. Brian Scott, President
Evanston Fire Fighters Association
Local No. 742, IAFF, AFL-CIO-CLC

Dear Mr. Scott:

This letter will confirm that the parties have agreed that existing banked vacation time of IAFF members will not be unilaterally reduced and/or modified by the City during the term of this Agreement March 1, 2010 – December 31, 2011.

Very truly yours,

Wally Bobkiewicz
City Manager

APPENDIX D
SIDE LETTER OF AGREEMENT

Mr. Brian Scott, President
Evanston Fire Fighters Association
Local No. 742, IAFF, AFL-CIO-CLC

RE: Hazardous Materials Coordinators and EMS/Paramedic Shift Coordinator

Dear Mr. Scott:

This letter will confirm that assignments under this Agreement as described in Section 9.15 and 9.16., Hazardous Materials Coordinators and EMS/Paramedic Shift Coordinator will be made using September 15, 1999 as the beginning of the annual assignment. It is understood by both parties that all appointments to these assignments may not always begin/end on September 15 of any calendar year, depending on personnel transactions that occur during the year. However, for the purposes of this new agreement, September 15, 1999 shall be the effective date.

Very truly yours,

Wally Bobkiewicz

City Manager

APPENDIX E
SIDE LETTER OF AGREEMENT

March 1, 2010

Mr. Brian Scott, President
Evanston Fire Fighters Association
Local No. 742, IAFF, AFL-CIO-CLC

RE: Medical Officer

Dear Mr. Scott:

This is to confirm that should the City reinstate usage of the rank of Medical Officer it is understood that the position of Medical Officer is included in the bargaining unit.

Very truly yours,

Wally Bobkiewicz
City Manager

APPENDIX F
SIDE LETTER OF AGREEMENT

In the event that the Department wishes to reduce the number of employees TDA'd to the Fire Prevention Bureau below two either through assigning said work to civilians or contracting out, the parties shall then promptly meet and negotiate in good faith over the proposed decision and its impact and effects. If the parties fail to reach agreement, either side may invoke arbitration to resolve the dispute according to the procedure of Step 4 Arbitration of this Agreement (Section 6.2), except that the arbitration shall be an interest arbitration conducted according to the provisions of the IPLRA as applicable, and the arbitrator shall determine the dispute by applying the interest arbitration provisions of the IPLRA, and the parties' rights during and after the arbitration shall be as provided in the IPLRA.

APPENDIX G
SIDE LETTER OF AGREEMENT

March 1, 2010

Mr. Brian Scott, President
Evanston Fire Fighters Association
Local No. 742, IAFF, AFL-CIO-CLC

RE Recall of Laid off firefighters

Dear Mr. Scott:

This is to confirm that upon execution of the agreement City shall recall laid off firefighters and make whole (base pay and NOT overtime) as of August 20, 2010 forward provided the employees accept reinstatement. The City will make every good faith effort to enable the laid off firefighters to return to work as soon as possible (example: as temporary hire).

Very truly yours,

Wally Bobkiewicz
City Manager

Appendix H

Fire Department Promotion Act

(50 ILCS 742/1)

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

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

(50 ILCS 742/5)

Sec. 5. Definitions. In this Act:

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

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

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

any appointments to ranks covered by the terms of a collective bargaining agreement in effect on the effective date of this Act.

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

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

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

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.

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

(50 ILCS 742/10)

Sec. 10. Applicability.

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

(b) Notwithstanding any statute, ordinance, rule, or other laws to the contrary, all promotions in an affected department to which this Act applies

shall be administered in the manner provided for in this Act. Provisions of the Illinois Municipal Code, the Fire Protection District Act, municipal ordinances, or rules adopted pursuant to such authority and other laws relating to promotions in affected departments shall continue to apply to the extent they are compatible with this Act, but in the event of conflict between this Act and any other law, this Act shall control.

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

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

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

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

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

(e) Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining.

(Source: P.A. 93-411, eff. 8-4-03; 94-809, eff. 5-26-06.)

(50 ILCS 742/15)

Sec. 15. Promotion process.

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

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

promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.

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

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

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

(50 ILCS 742/20)

Sec. 20. Promotion lists.

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

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

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

(d) Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in effect covering the employee.

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

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

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

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

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

(50 ILCS 742/25)

Sec. 25. Monitoring.

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

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

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

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

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

(50 ILCS 742/30)

Sec. 30. Promotion examination components. Promotion examinations that include components consisting of written examinations, seniority points, ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the discretion of the appointing authority provided that such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall be

announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

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

(50 ILCS 742/35)

Sec. 35. Written examinations.

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

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

(c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination

before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

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

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

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

(50 ILCS 742/40)

Sec. 40. Seniority points.

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

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

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

(50 ILCS 742/45)

Sec. 45. Ascertained merit.

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

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

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

(50 ILCS 742/50)

Sec. 50. Subjective evaluation.

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

(b) Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application.

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

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

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

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

(50 ILCS 742/55)

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

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

(50 ILCS 742/60)

Sec. 60. Right to review. Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority or as otherwise provided by law.

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

(50 ILCS 742/65)

Sec. 65. Violations.

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

(b) A person who is the knowing recipient of test information in advance of the examination shall be disqualified from the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions.

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

(50 ILCS 742/900)

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

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

(50 ILCS 742/999)

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

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

Appendix H

Plans Participation Agreement

Employer Participation Agreement for the Post Employment Health Plan for Collectively Bargained Public Employees

This PARTICIPATION AGREEMENT, effective as of the 1st day of March 1999, (the "Effective Date"), by and between the undersigned employer (the "Employer"), and Public Employees Benefit Services Corporation (PEBSCO), as the administrator (the "Administrator") of the Post Employment Health Plan for Collectively Bargained Public Employees (the "Plan").

WITNESSETH:

WHEREAS, the Employer is a State or a political subdivision thereof, or an agency or instrumentality of any of the foregoing; and

WHEREAS, the Plan provides post-retirement reimbursement of qualifying medical care expenses for the benefit of government employees and their dependents and,

WHEREAS, pursuant to a collective bargaining agreement (attached hereto as Exhibit B) with Evanston Fire Fighters Association (the "Local Union"), the Employer has agreed to make contributions pursuant to the Plan for work performed by its employees covered by said collective bargaining agreement ("Contributions"); and

WHEREAS, the Contributions will be held in trust by the ~~LaSalle National Bank~~ BANK OF AMERICA, or its successor, as trustee (the "Trustee") of the Trust for the Post Employment Health Plan for Collectively Bargained Public Employees (the "Trust") for the exclusive benefit of plan participants and their qualified dependents;

WHEREAS, the Plan gives authority to the Administrator to accept on behalf of the Plan an Employer for participation in the Plan; and

WHEREAS, the Administrator is willing to accept the Employer as an Employer under the Plan upon the terms and conditions herein set forth;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Employer and the Administrator hereby agree as follows:

1. By execution of this Participation Agreement, the Employer adopts and agrees to be bound by all of the terms and provisions of the Plan and the Agreement and Declaration of Trust for the Plan assets (the "Trust Agreement") effective February 20,1991 and such subsequent amendments which are adopted as provided in the Trust Agreement. The Employer agrees to be bound by all actions taken by the Administrator and the Trustee pursuant to the powers granted them by the Plan and Trust Agreement.

2. By execution of this Participation Agreement with the Employer, the Administrator accepts the Employer for participation in the Plan. The Trust Agreement and the Plan adopted by the Employer (and other participating employers) as in effect from time to time, shall fully apply to the Employer and its employees accepted for participation in the Plan.

3. This Participation Agreement does not authorize the Plan to bind the Employer in any manner inconsistent with the terms of its collective bargaining agreement and the Trust Agreement. This provision shall not preclude the Administrator or Trustee from enforcing any rights which are pro-

vided as a matter of law in favor of the Plan, its participants and beneficiaries or the Trustee.

4. This Participation Agreement shall cover only those categories of employment for which the present collective bargaining agreement between the Employer and the Local Union requires Contributions to the Plan. Any other categories of employment shall require specific acceptance by the Administrator to be covered under the Plan

5. Subject to section 8 of this Agreement, this Agreement shall remain in effect during the term of any collective bargaining agreement between the Employer and the Local Union, during any extensions or renewals thereof and during any period the Employer continues to make Contributions provided that if any negotiated change in the collective bargaining agreement requiring Contributions to the Plan is made, such change must be submitted to the Administrator for acceptance prior to its becoming effective and binding on the Administrator. The Administrator, however, reserves the right to terminate the Employer's participation in the Plan:

   (a) should the Employer fail to make Contributions to the Plan;

   (b) if at any time the Employer's collective bargaining agreement is modified in a manner which affects the operation or administration of the Plan in a manner which is unacceptable to the Administrator or Trustee; or

   (c) as otherwise provided in the Plan or Trust Agreement.

6. The commencement and continuation of the Employer's participation in the Plan is contingent upon such commencement or continuation of participation not impairing the attainment, or retention, of the tax exempt status of the Trust under section 501(c)(9) of the Internal Revenue Code of 1986, as amended.

7. The Employer shall pay Contributions to the Plan required by its collective bargaining agreement in effect with the Local Union, from time to time, for each employee in a category for whom a Contribution is required pursuant to its collective bargaining agreement with the Local Union. All Contributions shall be due and payable to the Trustee or such other lockbox designated by the Administrator from time to time and maintained by the Trustee. With each Contribution to the Plan, the Employer will provide the Administrator with a Contribution Summary Sheet (or similar Report) which shall list the employees for whom contributions are made, their social security numbers, names and whether the contributions are for health care premiums or unreimbursed health care expenses and the amounts to be allocated on behalf of each such employee. The Administrator or its designee shall record the Contribution and reconcile the Employer's Contribution Summary Sheet or other Report. The Administrator shall instruct the Trustee to transfer the Contributions in good order from the lockbox to the Trust investment account upon completion of such recording and reconciliation. Contributions shall not accrue income or share in investment gains or losses while they are in the lockbox prior to the transfer to the Trust investment account.

   The Employer understands that failure to make payments in a timely manner may result in sanctions permitted by law, as well as the termination of its participation in the Plan, as provided in rules established from time to time by the Administrator.

   On request the Administrator shall provide the Local Union a copy of the Contribution Summary Sheet (or similar Report) for Participants represented by the Local Union and shall notify the Local Union of the amounts received on behalf of those Participants at the request of the Union. The Administrator and Trustee may assume that Contributions paid over to the lockbox by participating Employers are correct. Any responsibility relating to enforcement of the contribution obligation pursu-

ant to the collective bargaining agreement and this Participation Agreement shall rest solely with the Local Union.

8. The Employer (and the Local Union through the collective bargaining agreement) hereby appoint, and approve of, PEBSCO to provide claims payment services and to act as the Administrator for the Plan. The Employer further agrees that the Administrator's compensation for its services shall be based on the schedule attached hereto as Exhibit A. The Administrator's fee shall remain fixed for the duration of the collective bargaining agreement unless the Employer and Administrator, upon mutual agreement, adjust the Administrator's fees during the term of the collective bargaining agreement. Upon the expiration of the collective bargaining agreement, the Administrator may adjust its fee. If the Employer does not approve a revised fee schedule, then the Administrator shall charge the fee based on the schedule approved by a majority of the Employers employing a majority of Participants participating under the Plan.

9. In addition to the fees to the Administrator, the Administrator shall have the authority to pay from the Trust any additional fees for legal services, Trustee expenses and other Plan related fees and expenses reasonably determined by the Administrator to be necessary for the Plan's and Trust's operation.

10 The Employer and the Local Union (through the collective bargaining agreement) hereby appoint, and approve of, LaSalle National Bank to act as Trustee of the Plan and Trust, and hereby ratify the terms of the Trust Agreement entered into between employees' representatives (i.e., the Professional Firefighters of Wisconsin, the Illinois Professional Firefighters Association, and the Wisconsin Professional Police Association) and the Trustee, a copy of which has been provided to the Employer. 11. The Employer (and its covered employees through its Advisory Committee Representative) hereby appoint and approve of Nationwide Advisory Services, Inc. to act as investment manager for the Trust's assets and the utilization of a group variable annuity for investment of the Employer's contributions. The Employer acknowledges that it has received and reviewed the informational brochure for the annuity. It is understood and agreed that part of the arrangement between PEBSCO as Administrator and product provider Nationwide Life Insurance Co. includes commissions.

12. No waiver of any default in performance on the part of the Administrator or the Employer or any breach or series of breaches of any of the terms of this Agreement shall constitute a waiver of any subsequent breach. Resort to any remedies referred to herein shall not be construed as a waiver or any other rights and remedies to which the Administrator is entitled under this Agreement or otherwise.

13. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed without the invalid portion.

14. The Employer shall indemnify and hold the Administrator harmless for and against all losses, damages, liabilities or expenses (including, but not limited to, reasonable attorney's fees and litigation expenses) which the Administrator may incur as a result of claims based upon any breach by the Employer, its affiliates, agents or employes of any provisions of this Agreement, the Plan document or related items that are within their reasonable control.

15. The Administrator shall indemnify and hold the Employer harmless for and against all losses, damages, liabilities or expenses (including, but not limited to reasonable attorney's fees and litigation expenses) which the Employer may incur as a result of claims based upon any breach by the Administrator, its affiliates, agents or employees of any provisions of this Agreement, the Plan Document or related items that are within their reasonable control.

16. As a condition precedent to any right of action hereunder, in the event of any dispute or difference of opinion hereafter arising with respect to this Agreement, it is hereby mutually agreed that such dispute or difference of opinion shall be submitted to arbitration, in accordance with the Commercial Rules of Arbitration of the American Arbitration Association, except as otherwise provided in this arbitration provision. One arbiter shall be chosen by Employer, the other by PEBSCO, and an umpire shall be chosen by the two arbiters before they enter upon arbitration. In the event that either party should fail to choose an arbiter within (30) days following a written request by the other party to do so, the requesting party may choose two arbiters who shall in turn choose an umpire before entering upon arbitration. If the two arbiters fail on the selection of an umpire within (30) days following their appointment, each arbiter shall name three nominees, of whom the other shall decline two, and the decision shall be made by drawing lots.

17. This agreement shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Ohio. The parties consent to the jurisdiction of any Local, State or Federal Court located within Ohio.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed on its behalf by a duly authorized officer, and a duly authorized representative of PEBSCO executed this Agreement on behalf of the Administrator.

("Employer")

June 1, 1999

By _____
Post Employment Health Plan
For Collectively Bargained Public Employees
And Its Administrator, PEBSCO

_____, 19___

By _____

PEBSCO Representative
Public Employee Benefits Services Corporation, Inc.
(PEBSCO as Administrator)