AGREEMENT BETWEEN

THE CITY OF LAKE FOREST, ILLINOIS

AND

LAKE FOREST PROFESSIONAL FIRE FIGHTERS UNION, IAFF LOCAL NO. 1898, AFL-CIO, CLC

May 1, 2016 through April 30, 2019

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PREAMBLE

THIS AGREEMENT, entered into by the City of Lake Forest, Illinois (hereinafter referred to as the "City" or the "Employer") and the Lake Forest Professional Fire Fighters Union, IAFF Local No.1898, AFL-CIO, CLC (hereinafter referred to as the "Union") and has as its intent to set forth the parties' agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

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

ARTICLE I
RECOGNITION

The City hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time employees of the City of Lake Forest Fire Department employed in the job titles or ranks of Firefighter, Firefighter/Paramedic, and Lieutenant/Paramedic, excluding all other employees of the City of Lake Forest and all supervisory, managerial and confidential employees of the City of Lake Forest as defined by the IPLRA.

ARTICLE II
UNION RIGHTS

Section 2.1. Dues Checkoff. During the term of this Agreement, the Employer shall deduct from each employee's paycheck, regular Union dues for each employee in the bargaining unit who has filed with the Employer a written authorization form. The actual dues amount deducted, as determined by the Union, shall be uniform for each employee. The Union may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Employer at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted. The Employer shall remit the total amount of the dues deducted, together with a list of the employees from whom dues have been deducted, to the person designated by the Union in writing not later than seven (7) days after the issuance of each paycheck from which dues have been deducted.

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

Section 2.2. Fair Share. During the term of this Agreement, bargaining unit employees who are not members of the Union shall, commencing sixty (60) days after the effective date of this Agreement or sixty (60) days after their employment, whichever is later, pay as a condition of employment a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided that the fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Union in the same manner and intervals as Union dues are deducted. The Union shall periodically submit to the Employer a list of employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election of or support of any candidate for political office or for any member-only benefit.

The requirement to pay a fair share fee shall be applicable to any employee who is employed in a bargaining unit position after the date on which this Agreement is ratified by both parties and who either fails to join the Union and authorize dues deduction within the sixty (60) day period, or who is a member of the Union on or after the date on which this Agreement is ratified by both parties and who thereafter withdraws from such membership and revokes authorization for dues deduction.

The Union agrees to assume full responsibility to insure full compliance with the requirements set forth by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

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

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

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

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

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

Section 2.3. Indemnification. The Union shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization furnished by the Union under any of such provisions, provided:

The Employer gives immediate notice of the action in writing to the Union, and permits the Union intervention as a party if it so desires, and

The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available to both and all appellate levels.

This indemnification shall not extend to errors that are solely the fault of the City.

Section 2.4. Union Business. Union members may be allowed to conduct Union business after 1700 (i.e., sending emails, making phone calls and signing checks). It should in no way interfere with responding to calls or after-hours training.

Section 2.5. Union Members Attendance at Meetings. Members of the bargaining unit may be allowed to attend meetings while on duty for meetings which shall be mutually set by the Union and Employer. If on duty, they must be available to respond to calls during these meetings. The City will allow the Union to utilize the video conferencing system to connect from Station 1 to Station 2 for meetings. All City-related activity takes priority for the use of the conferencing system at Station 2, whether scheduled or not. Appropriate swaps must be prearranged with the Shift Commander to accommodate manning at Station 2. The foregoing will not apply to collective bargaining sessions. Off-the-record bargaining sessions will normally

be held on an unpaid basis unless otherwise approved by the Chief or his designee for extenuating circumstances.

Section 2.6. Meeting Place for Union Business. The City will allow the Union to hold up to four (4) business meetings annually at Station 1. These meetings will be held after 1800. A time limit will be set for the meetings and they must be approved in advance by the Fire Chief with notification to all officers. Attendance at such meetings shall be limited to bargaining unit members and Union officials. No member attending these meetings off-duty will be compensated for attendance at the meeting. Such meetings shall not disrupt departmental functions or operations, nor shall they jeopardize the health or safety of residents as reasonably determined by the Chief. This provision shall not be interpreted to allow employees from one station to abandon that station without prior expressed approval of the Chief.

Section 2.7. Bulletin Board. The City will make available bulletin board space at each station for the posting, by the Union Executive Board, of official Union notices and information of a non-inflammatory nature. The Union Executive Board will limit the postings of Union notices to said bulletin boards.

Section 2.8. Union Filing Cabinet. The City will make space available for one filing cabinet in an agreed upon location in Station 1. The cabinet shall be provided by the Union.

ARTICLE III
MANAGEMENT RIGHTS

Section 3.1. Management Rights. Except as expressly limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the right to make and implement decisions with respect to the following matters: to establish, plan, direct, control and determine the budget and all the operations, services, policies and missions of the City; to supervise and direct the working forces; to determine the qualifications for employment and job positions and to employ employees; to determine policies affecting the training of employees; to schedule and assign work, to transfer and reassign employees; to establish work, performance and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be provided or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate, promote or demote employees; to discipline, suspend and/or discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing equipment or facilities and to introduce new equipment or facilities; or to lay off employees. The City shall also have the right to take any and all actions as may be necessary to carry out the mission of the City and the Fire Department in the event of civil emergency as may be declared by the Mayor, the City Manager, Fire Chief or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes, and to suspend the terms of this Agreement during such civil emergency.

Section 3.2. Work Rules and Regulations. Employees shall be required to comply with all reasonable rules and regulations, policies and procedures of the Fire Department. New or revised written rules, regulations, policies, and procedures may be established from time to time. Except in an emergency, the Union will be given ten (10) days' notice of proposed changes before the effective date of the changes and an opportunity to discuss such changes with management before they are finalized if the Union so requests in writing within five days of written notice by the City of its proposed changes. Rules, regulations, policies, and procedures shall not be arbitrarily administered and enforced.

ARTICLE IV

NO STRIKE-NO LOCKOUT

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

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

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

ARTICLE V
GRIEVANCE PROCEDURE

Section 5.1. Definition. A "grievance" is defined as a dispute or difference of opinion concerning the interpretation or application of the express provisions of this Agreement raised by an employee (or by the Union pursuant to Section 5.7 of this Agreement) against the City involving an alleged violation or misapplication of an express provision of this Agreement. The parties agree that it is desirable that any grievance as herein defined be settled fairly and promptly as it arises in accordance with provisions of this Article. Accordingly, the parties agree that the procedures outlined in this Agreement shall be the exclusive means for the resolution of all such Grievances.

Section 5.2. Grievance Procedure. Grievances will be processed as follows:

Step 1: Any employee who has a grievance shall submit the grievance in writing to the employee's Battalion Chief or designee, with or without a Union representative. The grievance shall contain a full statement of all relevant facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. To be timely, the grievance must be presented no later than ten (10) calendar days after the first act, event or commencement of the condition which is the basis of the grievance or ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first act, event or commencement of the condition which is the basis of the grievance. The Battalion Chief or designee shall notify the Union that a grievance has been filed as soon as practicable. The Union will then have ten (10) calendar days from receipt of the notification to review the grievance with the grieving employee and to notify the Battalion Chief if the grievance should proceed forward in the process. The Battalion Chief or designee shall respond to the grievance in writing within ten (10) calendar days of receiving the Union's notice to proceed or if no response is given.

Step 2: If the grievance is not settled at Step 1, the written grievance shall be presented by the employee, with or without a Union representative, to the Fire Chief, or the Chief's designee, no later than ten (10) calendar days after the date the Battalion Chief or designee emails the response to the grievance and places such response in the employee's department mail box. The Fire Chief, or the Chief's designee, may meet with the employee and, if the employee so requests, a Union representative, in an effort to resolve the grievance within ten (10) calendar days after the Chief, or the Chief's designee, receives the grievance. The Chief, or the Chief's designee, shall reply to the grievance within ten (10) calendar days after the date of the meeting, or, if there is no meeting, within ten (10) calendar days after the written grievance was received by the Chief, or the Chief's designee.

Step 3: If the grievance is not settled in Step 2, the written grievance shall be presented by the employee, with or without a Union representative, to the City Manager, or the Manager's designee, not later than ten (10) calendar days after the date the Fire Chief, or the Chief's designee, emails the response to the grievance and places

such response in the employee's department mail box. The City Manager or the Manager's designee shall make such investigation of the facts and circumstances as the Manager, or the Manager's designee, deems necessary, and may meet with the employee and, if the employee so requests, a Union representative. The City Manager or the Manager's designee will give a written answer to the grievance within ten (10) calendar days after the date of the meeting, or, if there is no meeting, within fourteen (14) calendar days after the date the grievance was received by the Manager, or the Manager's designee.

Step 4: If the grievance remains unresolved within ten (10) calendar days after the reply of the City Manager or the Manager is due, the Union, by written notice to the Employer, may invoke arbitration.

Section 5.3. Arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within ten (10) calendar days after notice has been given. If the parties fail to agree to the selection of 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 who maintain their primary residence in Illinois, Indiana or Wisconsin. Each party may strike one (1) panel in its entirety and request that a new panel be submitted. 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. The process will be repeated twice and the remaining person shall be the arbitrator. The parties shall notify the arbitrator of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing.

Section 5.4. Authority of the Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing. The arbitrator shall submit in writing his decision to the Employer and to the Union within thirty (30) days following the close of hearing or thirty (30) days after the date on which briefs are submitted, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this agreement to the facts of the grievance presented. Subject to the arbitrator's compliance with the provisions of this section, the decision of the arbitrator shall be final and binding on the Employer, the Union, and the Grievant.

Section 5.5. Expenses of Arbitration. The fees and expenses of the arbitrator and the cost of a transcript shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

Section 5.6. Time Limits. If a decision is not rendered by the City within the time limits provided for in this grievance procedure, the aggrieved employee, or the Union, may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step as

provided above. If at any step the aggrieved employee or the Union does not submit the grievance or appeal the City's decision in the manner and time limits provided for in the grievance procedure, the grievance shall be considered settled on the basis of the last decision of the City without any further appeal or reconsideration. The time limits at any level of the grievance procedure may be extended by mutual written agreement between the Union and the City.

Section 5.7. Union Grievances. If two or more employees have the same grievance (i.e., a class grievance that arises out of the same facts and involves the same alleged violation of the express terms of this Agreement), the Union may file a grievance on the employees' behalf at Step 2 in accordance with the provisions set forth in this Article.

Section 5.8. Processing of Grievances. Grievances may be investigated and processed by on-duty employees after assigned duty hours with the prior approval of the Battalion Chief or designee, provided such approval shall not be unreasonably withheld. No such activities shall interfere with assigned duties and responsibilities or the normal operations of the Fire Department.

Whenever practicable, the employer will schedule grievance meetings during the work shift of the grievant(s). The grievant and, if requested by the grievant, one Union representative who works on the same shift shall be permitted to attend the meeting without loss of pay. Under no circumstances shall the City be obligated to pay any employee overtime pay for attendance at grievance meetings.

Section 5.9. Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit, while serving in an acting capacity, shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

ARTICLE VI
SENIORITY

Section 6.1. Definition. Seniority means an employee's length of continuous full-time sworn service with the Fire Department since the employee's last date of hire. Conflicts of seniority between two employees having the same starting date shall be placed on the seniority list in accordance with their placement on the employment eligibility list. Time-in-grade shall mean an employee's length of continuous full-time employment calculated from the employee's last date of current promotion. Employees promoted on the same date shall be placed on the seniority list in accordance with their placement on the promotion eligibility list.

Section 6.2. Probationary Period. All new employees shall be considered probationary employees until they complete a probationary period of one year. During an employee's probationary period, the employee may be disciplined or terminated at the sole discretion of the City without resorting to the grievance and arbitration procedure set forth in this Agreement. In accordance with applicable State law, the probationary period may be extended for a firefighter who is required, as a condition of employment, to be a certified paramedic, during which time the sole reason that a firefighter may be discharged without a hearing is for failing to meet the requirements for paramedic certification. The seniority of an employee during and after completion of this probationary period shall date back to the employee's last date of hire in the Fire Department as a full-time sworn employee.

Section 6.3. Seniority Lists. Each May 1, the Employer shall post at each station a seniority list showing the continuous service of each employee. A copy of the seniority list shall be simultaneously provided to the Union. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the City has posted and the Union has received the seniority list.

Section 6.4. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes, if the employee:

(a) quits;

(b) is discharged for just cause;

(c) voluntarily retires (or is retired should the City adopt and implement a legal mandatory retirement age);

(d) is laid off and fails to notify the Fire Chief or his designee of his intention to return to work within three (3) business days after receiving notice of recall in accordance with Section 7.2 below;

(e) is laid off for a period in excess of two (2) years;

(f) does not perform work for the City for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to absences due to military service, approved leave of absence, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or

(g) is absent for two (2) consecutive working days without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification.

ARTICLE VII

LAYOFF AND RECALL

Section 7.1. Layoffs. If the City decides to lay off employees due to lack of work, lack of funds, change in organizational structure, or decrease in the number of employees, the layoff of bargaining unit employees shall be implemented in the affected rank by the inverse order of department seniority. If an employee is laid off from a higher ranked bargaining unit classification, the employee shall have the right to bump into a lower ranked classification and the employee with the least department seniority in the lower ranked classification shall then be laid off. The City shall notify the affected employees and the Union in writing at least thirty (30) calendar days prior to the effective date of the layoff. If requested in writing, the City will meet with the Union to discuss possible alternatives to the layoff within said thirty (30) day period. All paid-on-premise personnel shall be laid off first, followed by probationary employees before any non-probationary employee shall be subject to being laid off. No new employees shall be hired into a bargaining unit position or any paid-on-premise personnel hired until all employees who have recall rights have been recalled and given the opportunity to return to work as provided in Section 7.2 below.

Section 7.2. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided that employees for whom paramedic certification is a requirement for the classification to which they are being recalled must maintain paramedic certification in order to be eligible for recall. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be by certified or registered mail with a copy to the Union, provided that the employee must notify the Fire Chief or the Chief's designee of the employee's intention to return to work within three (3) business days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or the Chief's designee with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list. The City may require a recalled employee to pass a departmental physical and/or medical examination before returning to work.

Upon recall, employees shall be returned to the same position on the current salary schedule that they were on as of the effective date of the layoff.

Notwithstanding any other provision of this Agreement, any employee who has been bumped from the rank of lieutenant/paramedic to the rank of firefighter/paramedic pursuant to the provisions of this Section shall have the right to be reinstated to the rank of lieutenant/paramedic before any other employee is promoted to the rank of lieutenant/paramedic.

Section 7.3. Effects of Layoff. During the period of time that employees have recall rights as specified above, the following provisions shall be applicable to any employees who are laid off by the City:

(a) An employee shall be paid for any earned but unused paid time off as provided in this Agreement accrued as of the effective date of layoff.

(b) An employee shall have the right to maintain insurance coverage as set out in the federal COBRA law, applicable state law, and the regulations promulgated thereunder.

(c) During the period of time that an employee has recall rights, the City will pay the cost to remain on the resource hospital paramedic roster, provided, however, that any time spent in paramedic training while on layoff shall not be compensable time, including any time spent to attend such training on City property.

(d) A laid off employee shall have the choice to buy out sick time per Section 5.2.0 of the City's Personnel Policies & Practices, effective May 1, 2012. If such employee is recalled, the balance of sick leave remaining after the buyout shall be restored. If the employee is not eligible for a sick leave buyout or chooses not to buy out, the amount of accumulated sick leave that the employee had as of the effective date of the layoff shall be restored upon recall. If the employee chooses not to buy out sick leave at time of layoff, the employee shall be given the opportunity to buyout prior to the expiration of the recall list.

(e) Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 8.1. Purpose. This Article is intended only as a basis of calculating overtime payments and defining the normal hours of work, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, tour of duty, work period or year.

Section 8.2. Normal Work Day and Work Cycle. 24-Hour Employees. The normal workday in a normal workweek shall be 24 consecutive hours of work (1 shift) followed by 48 consecutive hours off (2 shifts). The normal work cycle for bargaining unit employees assigned to 24-hour shifts shall be 27 days. The normal workday for 24 hour employees shall begin and end at 7:00 a.m.

Section 8.3. Changes in Normal Work Day or Shift. Should it be necessary to change an employee's current shift assignment or shift starting time, the City shall give at least 24 hours' advance notice of such change to any affected employee(s) for emergency situations. In non-emergency situations, the City shall give at least 30 days' advance notice of such change to any affected employee(s) and to all department members. If affected employee(s) agree, the change may be made sooner than 30 days. Except where an employee is temporarily assigned to a forty (40) hour work week for schooling or light duty, an employee's assigned hours of work shall not be changed from the standard of 24 hours on and 48 hours off specified in Section 8.2 above.

Section 8.4. Overtime Pay. Employees assigned to 24-hour shifts shall be paid time and one-half their regular straight-time hourly rate of pay for all hours worked in excess of their regularly scheduled hours of work.

Employees assigned to 8-hour shifts shall be paid time and one-half their regular straight-time hourly rate of pay for all regularly scheduled hours worked in excess of forty (40) hours in a seven (7) day work period.

For emergency recall overtime there will be a two-hour minimum, provided that employees who are recalled within two (2) hours of the beginning of their shift shall receive the actual amount of overtime due from the time of the recall to the start of their shift to the nearest quarter hour.

Holdover overtime, will be paid in 15-minute increments after the end of the shift. A holdover is defined as anytime someone is held over after a regular or overtime shift.

Meetings attended off-duty will be paid a one-hour minimum and 15-minute increments thereafter.

Section 8.5. Calculation of Straight Time Hourly Rate of Pay. The straight-time hourly rate of pay for employees shall be calculated by dividing the employee's annual base salary by 2,750 hours. The resulting hourly rate based on the foregoing shall be used for the payment of all hours that have previously been paid as overtime hours. The hourly rate used for the payment of any other benefit shall be calculated by using 2080 hours as the divisor.

Section 8.6. Overtime Distribution.

(a) Where the Fire Chief or designee determines that overtime is to be offered, it will be offered to the employee in the same classification in which the overtime is needed who has the lowest total overtime hours (all personnel begin with 0 (zero) hours each year on May 1st). If that employee cannot accept the overtime, it will be offered to the employee in the applicable classification who has the next lowest total overtime hours. This will continue until all needed overtime shifts have been filled. Notwithstanding the foregoing, if at least three (3) officers are on duty, an overtime opportunity caused by the absence of an officer will be filled by a firefighter/paramedic.

(b) When an employee is absent due to illness or other reason that necessitates that the overtime be filled quickly, off-going personnel may be offered the overtime prior to calling off duty personnel who may have fewer overtime hours. All efforts will be made to fill such overtime voluntarily from off-going shift personnel or off duty personnel who live close enough and are able to report to duty by the start of the shift.

(c) In the event the Fire Chief or designee determines that an employee's absence requires a hire back for a full 24-hour shift, the overtime will whenever possible be scheduled in eight (8) or twelve (12) hour increments for firefighters and lieutenants, respectively. When calling off duty personnel to offer overtime and there is no answer, the next employee on the overtime list will be called. Calls shall be made to the phone number designated by each employee to be used when attempting to fill the overtime shift. Other means of communication may be used after the phone call has been made. The current phone list shall be kept with the OT log sheet.

(d) If the above overtime procedure does not result in an employee accepting the offered overtime, the employee with the least seniority in the classification needed shall be forced back.

(e) Employees who are off duty due to a vacation or H-day shall be included in the above overtime provisions but shall not be forced back. Employees who are off on vacation, H-day, personal or swap day shall not be forced back. Forty-eight (48) hours prior to the first duty day off and 48 hours after the last duty day off cannot be forced back.

(f) Where an overtime opportunity requires special qualifications (e.g., haz mat certification, fire investigation certification), all bargaining unit personnel shall be notified via e-mail of the availability of overtime, and it shall be offered to whomever has the special qualifications, is available and has the lowest amount of overtime on a specified date. A signup sheet shall be posted for the overtime.

(g) Probationary firefighters who have not been certified as paramedics shall not be eligible for overtime opportunities that require a paramedic certification.

(h) Nothing herein shall be construed to require assigning overtime work to off-duty personnel where an employee is being held over to continue work in progress (e.g., a fire or EMS call or a mutual aid response).

(i) All bargaining unit personnel shall be notified via e-mail of the availability of overtime for special events and the details concerning same. A signup sheet shall be posted at Station #1, and the Chief or his designee will assign a date on which the sheet is removed from posting. The overtime will be assigned to qualified personnel with the lowest overtime as of the assigned removal date. If unforeseeable circumstances arise where there is not 24 hours' notice of overtime availability, the email and posting notification can be waived by the Chief or his designee. The City agrees not to force back someone for special event overtime if it is less than 24-hours' notice.

(j) If any employee establishes that he has not received his appropriate share of hire back opportunities in accordance with the procedure set forth above, such employee shall have first preference to future hire-back opportunities he is properly qualified to perform until the mistake has been corrected.

(k) Absent emergency circumstances, employees shall not be scheduled to work more than 48 consecutive hours without having an 8-hour break before working again.

Section 8.7. Changing or Trading Tours of Duty. Changing or trading tours of duty shall only be permitted when a voluntary request for such change or trade is submitted on the proper form and approved by the Battalion Chief or a Deputy Chief in the absence of a Battalion Chief. Such changing or trading of tours of duty will only be permitted on the following basis:

- a Firefighter for a Firefighter,
- a Firefighter/paramedic for a Firefighter/paramedic
- a Lieutenant for a Lieutenant
- a Firefighter/paramedic may initiate a trade with a Lieutenant,
- a Lieutenant may initiate a trade with a Firefighter/paramedic only if there are three (3) officers on duty on the shift that the Lieutenant would otherwise have been scheduled to work,
- a Firefighter may initiate a trade with a Firefighter/paramedic,
- a Firefighter/paramedic may initiate a trade with a Firefighter only if there are four (4) Firefighter/paramedics on duty on the shift that the Firefighter would otherwise have been scheduled to work, and
- a Lieutenant can trade with a Battalion Chief only if there are four (4) paramedics on duty on the shift that the Battalion Chief works as his part of the duty trade.

For swaps for FMLA-qualifying events, see Section 12.9 Family and Medical Leave.

The end result after any of the above scenarios is that there will be no less than four (4) Paramedics on duty on either of the shifts involved in the trade.

Such request must be submitted and approved a minimum of forty-eight (48) hours prior to the day of the requested change or trade. All approved changes or trades must be paid back no later than twelve (12) months from the date of the original change or trade. Timely requests for voluntary changes or trades shall not be unreasonably denied. At the discretion of the Fire Chief or designee in emergency situations, a trade of tours of duty may be approved that is submitted less than forty-eight (48) hours prior to the day of the requested change or trade. Trades of less than eight (8) hours shall not require the completion of the duty trade form, but still must be approved by the shift commander. No duty trades shall result in an increase or decrease in pay for either employee involved in the trade or change in overtime. If someone on a swap calls in sick, the person calling in sick will be charged with a sick day, even if it is not that person's normal duty shift. There shall be no limit on the number of duty trades.

Section 8.8. Work Reduction Days. The City agrees to maintain the current practice/policy of using twelve (12) work reduction days (based on nine holidays and three personal days) and use vacation if necessary to cover all work periods.

A thirteenth work reduction day will be awarded for use on May 1, 2016, and each subsequent year of this contract. In FY2017 only, this 13th work reduction day will be scheduled following ratification of the contract. In future years, it will be picked according Section 9.3(c).

Section 8.9. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

Section 8.10. Specialized Response Team (SRT). Both parties will commit to attending required SRT training while on duty. If that is not possible, then the training will be done off-duty in order to maintain the SRT minimum training hours in as fiscally responsible a manner as possible. The number of participants and the team members will be at the discretion of the Fire Chief.

ARTICLE IX
VACATIONS

Section 9.1. Eligibility and Allowances. All employees shall be eligible to use paid vacation after completion of twelve (12) months of continuous service. Employees shall start to earn vacation time as of their date of hire. Vacation time shall be earned each pay period in which the employee is on the active payroll, based on the following schedule:

YEARS OF SERVICE	HOURS EARNED PER PAY PERIOD	HOURS EARNED PER YEAR
1 to 5 years	3.08 hours	80 hours
6 years	3.38 hours	88 hours
7 years	3.69 hours	96 hours
8 years	4.00 hours	104 hours
9 years	4.31 hours	112 hours
10 years	4.62 hours	120 hours
11 years	4.92 hours	128 hours
12 years	5.23 hours	136 hours
13 years	5.54 hours	144 hours
14 years	5.85 hours	152 hours
15 to 19 years	6.15 hours	160 hours
20 years	6.46 hours	168 hours
21 years	6.77 hours	176 hours
22 years	7.08 hours	184 hours
23 years	7.38 hours	192 hours
24 or more years	7.69 hours	200 hours

No more than what an employee earns in one year plus 112 hours of vacation time may be carried over from one year to the next unless approved by the Fire Chief in writing.

Section 9.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time hourly rate of pay in effect on the payday immediately preceding the employee's vacation. Employees will be paid their vacation pay as part of their regular paycheck for the

period in which that vacation is taken. Periods of significant illness occurring during a vacation leave period are not charged against vacation leave, but charged as sick leave.

Section 9.3. Scheduling. Vacation hours accrued at the end of each pay period are available for use by the covered employee. After satisfactory completion of twelve (12) months' service with the City, new employees may use the vacation benefits accrued during the first twelve (12) months of service.

Subject to the direction of the Fire Chief, the Deputy Chief shall coordinate time off scheduling. Selection of time off shall be scheduled by shift on a seniority basis among all 24-hour sworn shift personnel on each shift and shall begin on or before February 15 and shall be completed by May 1. Effective the first May 1 following ratification of this Agreement by both parties, time off selections shall be subject to the following provisions:

(a) Two officers must be on duty each shift day.

(b) No more than two 24-hour sworn employees may be scheduled off on vacation, floating holiday and/or work reduction day per shift day unless otherwise approved by the Chief or his designee.

(c) In the first pick and subsequent picks, employees can pick by seniority any combination of vacation and floating holidays (including single day vacation picks) as long as subsections (a) and (b) immediately above are satisfied. When picking vacation, the individual picking may elect to combine holidays with vacation (one H-Day could be attached to each end of a vacation pick) in the event they have accrued enough time to take the vacation with the outlook that all work periods will be covered. There will be no extra or "floating" H-days permitted at the completion of all the vacation picks**.**

(d) All vacation time must be scheduled and selected by May 1.

Section 9.4. Vacation Pay upon Termination. Upon separation from employment, covered employees will be paid for unused accumulation of vacation leave up to a maximum of 200 hours. The hourly rate shall be determined by using 2080 hours as the divisor.

Section 9.5. City Emergency. In the case of an emergency, such as but not limited to riot, civil disaster, presidential visit, extreme illness, MABAS deployment, and the like, the Mayor, the City Manager or the Fire Chief or their designees, may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from a vacation in progress.

ARTICLE X

HOLIDAYS AND PERSONAL TIME

Section 10.1. Holidays. The following nine (9) listed holidays are the recognized holidays for the purposes of this Article. Employees may be scheduled to work on the holidays.

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
July 4th	Christmas Eve
Labor Day	Christmas Day
Veteran's Day	

Section 10.2. Holiday Compensation. If an employee is assigned to work a full shift on one of the holidays listed in Section 10.1 as part of his regularly scheduled shift assignment, or an employee who is working a swap for another employee, and the employee works the full shift, the employee will be paid, in addition to his regular pay for the shift, a holiday stipend of $250.00. For the purposes of this Section 10.2, a holiday shall be the 24-hour period commencing at 7:00 a.m. on the date of the actual holiday (e.g., December 25) as opposed to the day on which the holiday may be observed by the City.

On a holiday, if a firefighter or lieutenant is called back for overtime in 8-hour or 12-hour increments, respectively, only the employee working the shift beginning at 0700 will receive a holiday stipend of $125, the second and third shifts will receive a holiday stipend of $100 and $25, respectively.

Section 10.3. Personal Days. Employees who are covered by this Agreement shall receive three (3) personal days (16 hours straight-time pay for each personal day) during each fiscal year.

Section 10.4. Scheduling. The holiday schedule will become effective on May 1 of the fiscal year. Each employee will schedule at least one day off for each 27-day work period utilizing holidays and personal days.

Section 10.5. Personal Time. Twenty-four (24) hours of personal time, that can be used for any purpose, will be provided each fiscal year to each employee. The twenty-four (24) hours of personal time can be taken in increments of eight (8) hours or more. Requests to use personal time will not require advance notice, but should be requested as soon as practicable, and shall not be unreasonably denied, provided that no more than one bargaining unit employee will be permitted to use personal time during the same hours if it would result in overtime being paid to more than one employee. Personal time not used by the end of the fiscal year shall be forfeited unless the Fire Chief or designee for good cause shown agrees in writing to allow the employee to carry over unused personal time to the following fiscal year.

ARTICLE XI
SICK LEAVE

Section 11.1. Sick Leave. All covered employees accrue paid sick leave benefits at the rate of 3.69 hours per pay period that an employee is on the active payroll, to a maximum of 960 hours.

Sick leave with pay may be used for:

(a) Any bona fide non-occupational personal illness, injury or pregnancy;

(b) Quarantine for contagious disease;

(c) Doctor/dental appointments;

(d) Illness of immediate family members (includes parents, in-laws, children, spouse, siblings and grandparents).

While every effort will be made to accommodate employee requests, use of sick leave under items c. and d. above may be denied if emergency situations exist and staffing levels require the employee's presence.

Sick leave with pay is authorized only if employees notify the Fire Chief or their immediate supervisor of the necessity of the absence in advance of the assigned time to start work. An employee whose work requires a substitute for a particular shift assignment is required to give reasonable notification in advance of the assigned time to start.

When an employee has used sick leave for three (3) consecutive shifts, as a condition of returning to work and receiving paid sick leave benefits, the employee shall be required to file a certificate of health examination by the employee's practicing physician and conform to any medical advice contained therein.

In a case of very serious or prolonged illness or for family leave, an employee who uses all accumulated sick leave shall use all accumulated vacation and holiday leave for sick leave purposes before being removed from full-pay status. The time on leave for a prolonged personal illness or injury may not exceed six months, unless an exception is made by the City Manager. Upon exhaustion of the above benefits, the employee will have the privilege to apply to the pension board for eligible disability benefits or for a leave of absence.

Section 11.2. Sick Leave Buy Back. On separation in good standing, an employee having a minimum of 480 hours and not more than 952 hours of sick leave accrued shall receive compensation equal to 20% of all days accrued at the employee's current straight pay rate; an employee having a minimum of 953 hours of sick leave accrued shall receive compensation equal to 40% of all hours accrued at the employee's current straight pay rate to the maximum amount of 960 hours.

Section 11.3. Provisions Governing the Payout of Unused Sick Leave. Every year, employees who use four or fewer sick days may choose to receive a payout of some of their unused sick time, based on the following table:

Number of sick days used by employee during the year	**Number of days the employee may elect to receive payout for (at 100% of salary)**	**Amount of annual sick days employees may save in their bank (up to maximum of 960 hours)**
0 days	5 days	Balance of their 12 days (12 – (days used) – (days paid out))
1 or 2 days	3 days	Balance of their 12 days (12 – (days used) – (days paid out))
3 or 4 days	1 day	Balance of their 12 days (12 – (days used) – (days paid out))
5 or more days	No payout	Balance of their 12 days (12 – (days used) – (days paid out))

The payout is valued at 100% of salary, and it doesn't matter how many hours the employee has saved in their sick bank, only how many sick days the employee used that year. Usage of more than four (4) hours of sick time during a scheduled shift, including partial hours, will constitute use of a sick day for purposes of this policy. For employees covered by this Agreement, use of a sick leave day refers to one 24-hour shift, but for purposes of this Section 11.3 payouts are made based on an 8-hour day. The employee can choose to receive this payout in cash less standard withholdings, or they may have it transferred to their 457 account on a pre-tax basis.

If an employee's total sick leave accrual has reached the 960-hour maximum, the employee will not be permitted to bank any additional sick leave. However, the employee may still participate in the payout options described in this Section 11.3.

If an employee's total sick leave accrual has not reached the 960-hour maximum, and the employee elects to take an annual payout, any sick time not paid out will be placed into a separate accrual bank that may not be paid out at a later date. If the employee elects not to take an annual payout, all sick leave will be placed into a separate accrual bank that may be paid out at a later date. The two banks together cannot exceed 960 hours.

On separation in good standing, an employee having time accrued and not previously bought down will be eligible for a buyout based on the following guidelines: a minimum accrual of 480 hours and not more than 952 hours of sick leave shall receive compensation equal to 20% of all hours accrued at the employee's current straight pay rate; an employee having a minimum of 953 hours of sick leave accrued shall receive compensation equal to 40% of all hours accrued at the employee's current straight pay rate up to a maximum of 960 hours. Employees who have not accrued at least 480 hours of sick leave or who have done an annual payout will not receive any compensation for that time upon separation from employment.

Section 11.4. Voluntary Sick Leave Donation Program. All members covered by this Agreement with a minimum of 160 hours of sick leave on the books may be eligible to donate up to 40 hours of accumulated sick leave per occurrence to another regular full- or part-time employee who has a catastrophic illness or injury either to themselves or an immediate family member.

A catastrophic illness or injury is one that is expected to incapacitate the employee or an immediate family member for an extended period of time, provided taking extended time off work creates a financial hardship for the employee because all sick leave and other paid time off has been exhausted. Examples may include, but are not limited to, life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc. An immediate family member includes parents, in-laws, children, spouse, siblings and grandparents or at the department head's discretion.

The employee receiving donations (recipient) must have exhausted all available leave (sick, vacation, holiday, etc.) before becoming eligible to apply for this program. To apply, the employee must notify the Director of Human Resources in writing of his/her desire to have a notice posted requesting donated time. No donations will be accepted without the recipient's written request.

Employees wishing to donate time (donors) should notify the Director of Human Resources in writing, noting how much time they wish to donate and whether or not they wish to remain anonymous in their donations. They will have the time deducted from their sick leave banks and this time will not count towards any other buy-back programs. However, the donors will not be penalized in any way by having this time deducted, such as being included in any other sick leave incentive programs.

All donated time must be in increments of 8 hours and will be considered on an hour-for-hour basis, regardless of the pay level of the donor and recipient. Any unused donated time will be returned to the donors on a prorated basis.

This policy shall in no way extend the time off beyond 6 months unless an exception is made by the City Manager or otherwise required by law and will work in conjunction with all other City policies.

ARTICLE XII

ADDITIONAL LEAVES OF ABSENCE

Section 12.1. Discretionary Leaves. The City, in its discretion, may grant a leave of absence under this Article to any bargaining unit employee. The City shall set the terms and conditions of the leave, including whether or not the leave is to be with or without pay and/or with or without benefits. Such leave will be granted only when it is not detrimental to the best interests of the City.

Section 12.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Fire Chief or the Chief's designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for a leave of absence shall, if granted, be furnished, in a reasonable amount of time, to the employee by the Fire Chief or the Chief's designee and shall be in writing.

Section 12.3. Jury and Witness Duty. An employee who is required to report for jury duty or is required to serve as a witness for the City shall be excused from work without loss of pay for the period of time that the employee is required to be away from work and during which the employee would have otherwise been scheduled to work. Unless excused by the Fire Chief or the Fire Chief's designee due to extenuating circumstances, an employee shall report to work during any part of his/her shift when he is not required to be in court for jury duty or to serve as a witness on behalf of the City.

In order to be compensated for performing jury duty, an employee must sign over to the City any check received for performance of such jury duty.

If an employee is required to serve as a witness on behalf of the City while off duty, the employee shall be compensated for the time so spent, in accordance with our overtime policy.

Section 12.4. Emergency and Bereavement Leave. Absences because of death of a member of the family (includes in-laws, siblings and grandparents or at the Fire Chief's discretion), when the employee's presence is required away from work, can be taken as paid emergency leave. The use of leave for this purpose shall not exceed 24 hours in a calendar year, and only when specifically authorized by the Fire Chief. Time in excess of 24 hours must be taken from the employee's accrued vacation time and must be approved by the Fire Chief.

Hospitalization of any member of the immediate family (includes parents, in-laws, children, spouse, siblings and grandparents or at the Fire Chief's discretion), when it can be clearly shown that an employee's presence is required can also be used as paid emergency leave. The use of leave for this purpose shall not exceed 24 hours in a calendar year. Time in excess of 24 hours must be taken as sick leave, or other accrued leave if sick leave isn't available, and have the Fire Chief's approval.

Bereavement Leave In the event of a death of a member in the immediate family (includes parent, spouse, and child), upon the employee request for bereavement leave, one paid

24 hour shift will be taken as such leave. This shall be per occurrence for the family members listed in this section.

In the case of leave for a hospitalization, if the leave is foreseeable based on planned medical treatment, employees are required to make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the department, and also required to provide 30 days advance notice, or, if the treatment is in less than 30 days, such notice as practicable.

The emergency leave consists of a total of 24 hours per year, whether used for a funeral or hospitalization, and the employee is not compensated if the leave is not used.

Section 12.5. Injury or Disability. In the event an employee is unable to work by reason of illness, injury or disability (including those compensable under workers' compensation, which shall be considered on-the-job duty-related injuries) the City may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law except that for a work-related injury compensable under workers' compensation, an employee shall accrue seniority for the first twelve (12) months of leave. To qualify for leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish to the Fire Chief or the Chief's designee a physician's written statement showing the nature of the illness or injury or state of disability and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report upon request by the City. The City will comply with all current state statutes applicable to the City pertaining to on-the-job injuries and duty related illnesses.

Section 12.6. Benefits While On Leave. Unless otherwise stated in this Article or otherwise required by law, seniority shall not accrue for an employee who is on an approved non-pay leave status (excluding disciplinary suspensions of less than 30 days). Accumulated seniority shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Upon the employee's return, the City will place the employee in the employee's previous job if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in the employee's classification or in a lower rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal. If, upon expiration of the leave of absence, the employee would have been laid off according to the employee's seniority except for the employee's leave, the employee shall go directly on layoff. During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to continuation or conversion coverage under applicable group medical (pursuant to COBRA) and life insurance plans to the extent provided in such plans, provided the employee makes arrangements for the change and arranges to pay the entire insurance premiums involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the City.

Section 12.7. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may be subject to immediate discipline, including without limitation discharge.

Section 12.8. Military Leave. Military leaves will be granted in accordance with applicable federal and state laws.

Section 12.9. Family Medical Leave Act. The City agrees to abide by the provisions of the Family and Medical Leave Act of 1993, but the enforcement of this provision shall be as provided in said Act and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The parties agree that the City may take any steps needed to implement and comply with the Act and the rules and regulations issued thereunder. Sick leave may be taken by the male spouse for the birth of his child or by either spouse for the placement of their child for a period of up to four (4) 24-hour shifts following the birth or placement. After this 4-day period, other accrued leave shall be taken prior to going on an unpaid leave status per the Family and Medical Leave Act.

An employee will be placed on Family Medical Leave (FMLA) upon the date of the baby's birth if the employee is on shift on the day of the birth, or on the employee's first duty day after birth, whichever is sooner, and such leave will typically end when the employee returns to a shift. For birth of a child, the employee can take duty trades in the next 10 full consecutive duty days after the child is born. After the 10-duty-day window for the birth of the child, the employee may no longer use duty swaps while on FMLA leave. The employee may use any remaining four 24-hour days of sick time and then any other accrued leave prior to going on unpaid leave for FMLA purposes.

An employee will be placed on FMLA to care for the serious health condition of an immediate family member as defined by FMLA, and such leave will typically end when the employee returns to a shift. To care for an immediate family member, the employee can take duty trades in the next 10 full consecutive duty days after being designated as FMLA leave. After the 10-duty-day window to care for an immediate family member, the employee may no longer use duty swaps while on FMLA leave. The employee may use any accrued leave prior to going on unpaid leave for FMLA purposes.

An employee will be placed on Family Medical Leave ("FMLA") to care for their own serious health condition. Duty trades may not be used for the employee’s own serious health condition, but may use any accrued leave prior to going on unpaid leave for FMLA purposes.

ARTICLE XIII

WAGES AND ECONOMIC BENEFITS

Section 13.1. Wage Schedule. Effective May 1, 2016, and during the term of this 2017-2019 collective bargaining agreement, employees shall be paid in accordance with the salary schedule set forth in Appendix A, attached to this Agreement.

Newly hired firefighters shall be eligible to advance to Step 2 of the firefighter classification at nine (9) months of service and to advance to Step 3 of the firefighter/paramedic classification upon successful completion of the probationary period. Such employees shall be eligible to advance to Step 4 on the following May 1 if the employee has been in Step **3** for at least three (3) months, and provided that it has been determined through the departmental performance evaluation process that the employee has met departmental standards during the preceding evaluation period. Thereafter, employees shall be eligible to advance annually on May 1 to Steps 5, 6 and 7, respectively, provided it has been determined through the performance evaluation process that they have met departmental standards during the preceding year. Should a firefighter achieve paramedic status before the end of the probationary period but following the nine (9) month review, that employee shall be eligible to advance to Step 2 of the firefighter/paramedic classification then to Step 3 of the firefighter/paramedic classification upon successful completion of the 12-month probationary period.

Newly hired employees who are qualified as firefighter/paramedics at time of hire shall be eligible to advance to Step 2 of the firefighter/paramedic salary classification at six (6) months and to advance to Step 3 upon successful completion of the probationary period. Such employees shall be eligible to advance to Step 4 on the following May 1 if the employee has been in Step 3 for at least three (3) months, and provided that it has been determined through the departmental performance evaluation process that the employee has met departmental standards during the preceding evaluation period. Thereafter, employees shall be eligible to advance annually on May 1 to Steps 4, 5, 6 and 7, respectively, provided it has been determined through the performance evaluation process that they have met departmental standards during the preceding year.

Effective with the first promotion following ratification of this Agreement, a firefighter/paramedic who is promoted to lieutenant paramedic shall be placed on Step 1 of the lieutenant paramedic salary schedule and shall advance to Step 2 of the lieutenant paramedic salary schedule after six (6) months of service as a lieutenant paramedic. A lieutenant paramedic shall be eligible to advance to Step 3 after twelve (12) months of service as a lieutenant paramedic and the successful completion of the probationary period and Step 4 on the subsequent promotional anniversary date, and provided that it has been determined through the departmental performance evaluation process that the employee has met departmental standards during the preceding evaluation period. Thereafter, lieutenant paramedics shall be eligible to advance annually on the anniversary of their promotion to Steps 5, 6 and 7, respectively, provided it has been determined through the performance evaluation process that they have met departmental standards during the preceding year.

If the City is considering any substantive changes to the existing performance evaluation system, the Union shall be given advance notice and an opportunity to discuss such changes in a Labor Management Committee meeting prior to the effective date of any such changes.

Any employee denied a step increase pursuant to these provisions and whose salary is frozen shall be evaluated every three (3) months following such denial, and if the employee meets departmental standards for two (2) consecutive evaluations, the affected employee shall then receive his/her step increase (said step increase shall not be retroactive). The affected employee shall then be eligible for his/her step increase on the following May 1 if he/she meets departmental standards during the preceding evaluation period.

Notwithstanding the foregoing, for sustained exemplary performance an employee may be advanced more than one (1) step at a time and/or moved to the next step sooner than he/she would otherwise have been eligible to move.

Section 13.2. Grievances Concerning Denial of Step Increases and Annual Salary Adjustments. If an employee believes that the City has acted unreasonably in denying a step increase and/or base salary adjustment, then the employee may grieve the matter in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 13.3. One-Time Performance Stipends. A one-time performance bonus may be granted at the sole discretion of the City to an employee for exemplary performance. Any such performance bonus shall not be added to base salary and shall be subject to normal withholding.

Section 13.4. Retroactivity. All employees who are employed by the City on the date this Agreement is executed shall, if applicable, receive retroactive pay for the period May 1, 2016 to the date of the signing of this Agreement for all hours paid from May 1, 2016 to the date of the signing of this Agreement. Employees, if applicable, shall receive the retroactive paychecks within thirty (30) days of the execution of this Agreement or as soon as reasonably possible.

Section 13.5. Step Increases. The attached Appendix B sets forth the step placement of all the members of the bargaining unit based on the elimination of the step freeze subject to any side letter of agreement attached hereto.

Section 13.6. Tuition Reimbursement. Subject to budgeted funds being made available in the Department's budget, the City shall, upon prior request and approval, provide reimbursement for costs for undergraduate and graduate tuition, course fees, and books for an employee taking courses in accredited programs in accredited institutions of higher education, subject to the following provisions:

1. The course shall be a necessary credit towards a job related degree.

2. The employee must request the approval of the Fire Chief by the date established by the City for any courses to be taken in the following fiscal year. The forms will then be submitted to the Director of Human Resources to administer under the City's Tuition

Reimbursement Program. The City will notify participants in the program about the availability of funds during the budget process in March.

3. The course must be completed and the employee must receive a grade of B or better for one hundred percent (100%) reimbursement. There is seventy-five percent (75%) for a grade of C for undergraduate courses. There is no reimbursement of a grade below C for undergraduate courses or a grade below B for graduate courses.

4. The employee must still be actively employed at the time of completion of the course.

5. Tuition reimbursement shall not exceed the cost of tuition to take the same course or program at the nearest public college or university offering the course or program. The City will establish a maximum annual amount that will be covered by surveying the costs at nearby public colleges and universities.

6. The employee shall be reimbursed within a reasonable period of time after completing the approved course with the requisite grade.

7. If an employee voluntarily leaves the City within three (3) years of the time of reimbursement the employee must pay back the City for the reimbursement.

Non-Degree Department Sponsored Classes

1. An employee desiring to attend a General Fire Service related class shall submit a Department Training Request Form prior to the class. Department approval is required before any payment can be made for tuition, books, or travel.

2. Upon approval by the Fire Department for a class:

   (a) The individual may be placed on a 40 hour week (if 40 hour class), have their workweek adjusted for operational requirements per the Chief, or have the individual attend the class, off duty for overtime. If placed on a 40 hour week, and personnel work Sunday, Wednesday, Saturday that week, personnel will have 2 days off and work either Sunday or Saturday at the discretion of the Department.

   (b) All Department employees upon successful completion of the class, may be required to update Department training courses on the topic and/or pass on their knowledge in training other members of the Department.

   (c) If any class is unsuccessfully completed, the individual may be required to reimburse the Department for tuition expenses incurred.

Section 13.7. Reimbursement for Expenses. When an employee of the City is on City business and shall be required to be outside the City limits pursuant to said duty for training, or out-of-state travel on City business, said employee shall be reimbursed for expenses in the following manner:

(a) Should an employee use his/her personal vehicle to travel to and from the training location because a City vehicle is not available, said employee shall receive mileage reimbursement at the rate per mile allowed by the Internal Revenue Service for any miles traveled to and from the training location, measured from the Public Safety Building.

(b) If an employee is required to utilize overnight lodging, the employee shall be eligible for reimbursement assuming such lodging has been approved by the City in advance.

(c) The employee will be reimbursed up to the maximum amount per day for meals, as provided in applicable Internal Revenue Service regulations governing same and the City's then applicable administrative directive governing the reimbursement of authorized expenses.

In order for an employee to be eligible for the above reimbursements, including meals, mileage and lodging, the employee shall receive a per diem amount for meals and provide the City with written receipts for lodging and an expense report for the mileage and said employee shall have received previous written approval from the Chief or the Chief's designee for incurring said expenses.

Section 13.8. Longevity. In addition to regular compensation and in recognition of continued service to the City, employees are eligible for longevity pay, as set forth below:

Years of Service	**Eff. 5/1/16**	**Eff. 5/1/17**	**Eff. 5/1/18**
After completion of 5-9 years	$35.00/year of service	$35.00/year of service	$35.00/year of service
10 years through completion of 14 years	$40.00 per year of service	$40.00 per year of service	$40.00 per year of service
15 years through completion of 19 years	$45.00 per year of service	$50.00 per year of service	$50.00 per year of service
20 years and after	$75.00 per year of service	$75.00 per year of service	$75.00 per year of service

Longevity shall be paid in one lump sum amount during December of each year, and years of service shall be calculated as of December 31 of the year in which the longevity pay is being paid. This benefit is subject to normal withholding.

Section 13.9. Deferred Comp Plan. The City shall continue to offer and allow employees to participate in the deferred compensation program under the same terms and conditions that are offered to other City employees. Participating employees shall execute the applicable agreements to participate in the plan.

ARTICLE XIV
INSURANCE

Section 14.1. Coverage. The City agrees to provide medical insurance (including dental insurance) and life insurance for employees as set forth herein. During the term of this Agreement the City reserves the right to amend, revise, add or delete, or change insurance carriers, third party administrators, PPO providers, benefit levels, co-pays, deductibles or self-insure as long as the new overall coverage and benefits are substantially similar to those in effect when this Agreement is signed. Such changes shall be presented to the Union for review and discussion prior to implementation.

Section 14.2. Employee and Employer Contributions. For the duration of this contract, employee contributions towards the cost of the premium charged for any health insurance plan option offered by the City shall not be increased by more than 15% per year. Notwithstanding the foregoing, if the City decides to charge a premium for single employee dental insurance coverage, the amount shall not be more than 5% of the cost for single employee dental coverage.

Section 14.3. City-wide Employee Benefit Committee. The Union shall have the right to designate one bargaining unit employee to serve as a member of the City-wide Employee Benefit Committee.

Section 14.4. Life Insurance. The City shall continue to provide employees with term life insurance (including accidental death and dismemberment) in an amount equal to the employee's annual base salary, rounded up to the nearest $1,000.00. The City retains the right to change insurance carriers or to self-insure this benefit as long as the amount is maintained, i.e. the employee's base salary rounded up to the nearest $1,000.00.

Section 14.5. Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 14.6. Right to Maintain Coverage While on Unpaid Leave or on Layoff. An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying monthly in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 14.7. Flex Plan. The City will offer employees, under the same terms and conditions that are offered from time to time to other City employees, the opportunity to participate in the City's Section 125 Flex Plan. The City will continue to offer this program provided the program continues to be authorized by the Internal Revenue Service.

Section 14.8. Retiree Health Savings Program. Employees shall continue to participate in the City's Retirement Health Savings Plan (RHS) by contributing two percent (2%) of their salary placed into an RHS account. Pre-tax contributions shall be placed into the individual accounts at the beginning of each quarter, with payroll deductions occurring on a per-pay period basis.

ARTICLE XV

PROTECTIVE GEAR AND CLOTHING

Section 15.1. General Issue. Each employee covered by this Agreement shall be issued a complete set of prescribed items (as described below, season dependent) of station uniform clothing, dress uniform clothing, and personal protective clothing upon hire or promotion by the Department (unless otherwise specified below). Protective clothing shall meet current Department standards.

Class B Uniform -- Firefighter/Paramedics

Short Sleeve Shirts (3)	Work Pants (3)
Jacket (1)	T-Shirts (4)
Sweat Pants (1)	Shoes/Boots (1 pair)
Name Tag (2)	*Badge (2)
Belt (1)	Baseball Cap (1)
Winter Hat (1)	*Duty Collared Pullover Sweatshirt (2)
Workout Shorts (2)	Keys (2)

*2nd item furnished upon completion of probation.

Class B Uniform -- Lieutenant/Paramedics

Short Sleeve Shirts (3)	Work Pants (3)
Jacket (1)	T-Shirts (4)
Sweat Pants (1)	Shoes/Boots (1 pair)
Name Tag (2)	*Badge (2)
Collar Insignia (2 sets)	Belt (1)
Baseball Cap (1)	Winter Hat (1)
*Duty Collared Pullover Sweatshirt (2)	Workout Shorts (2)
Keys (2)	

*2nd item furnished upon promotion.

Class A Uniform -- Firefighters

Dress Pants (1 pair)	Shoes (1 pair)
Long Sleeve Dress Shirt (1)	Gloves (1 pair)
Dress Coat (1)	Hat (1)
Tie (1)	Class A Badge (1)

All Class A apparel to be furnished when firefighter is hired.

- Service stars for years of recognition shall be provided to be added to the Dress Coat (1 star for each 5 years of service)

Class A Uniform -- Lieutenants

Dress Pants (1 pair)	Shoes (1 pair)
Long Sleeve Dress Shirt (1)	Gloves (1 pair)
Dress Coat (1)	Hat (1)
Tie (1)	Class A Badge (1)

Lieutenant will receive the Lieutenant pin and stripe on Coat upon promotion.

- Service stars for years of recognition shall be provided to be added to the Dress Coat (1 star for each 5 years of service)

Structural Firefighting Gear – Firefighters/Lieutenants

Bunker Pants w/suspenders (1 pair)	Helmet w/shield and eye protection (1)
Bunker Coat (1)	Gloves (1 pair)
Bunker Boots (1 pair)	Flashlight (1)
Protective Nomex Hood (1)	SCBA Mask (1)

*Should a firefighter be provided only 1 set of gear, a gear bag will be provided by the Department.

Section 15.2. Wearing of Uniform. No employee covered by this Agreement shall be required to wear a uniform to and from work. An employee may, at his own choosing, wear the standard work uniform to and from work.

Section 15.3. Uniform Policy. The type, style, and/or color of uniforms and equipment shall be determined by the Fire Chief. The Fire Chief and his designee may establish reasonable rules and policies concerning the use and wearing of uniforms and equipment. The Department shall provide uniforms and turnout gear to employees under the quartermaster system.

Section 15.4. Replacement Items. The Department shall replace protective gear and department issued work uniforms (both Class A and B) as they become damaged, worn out, or cease to fit, provided the employee turns in such items in order to receive a replacement. Uniforms and/or protective gear issued by the Department shall reasonably be replaced with new items upon request. Upon separation from service, all uniforms, clothing, and equipment shall be returned to the Department and the employee shall not be held liable for any returned gear that has wear or damage due to normal use and operation. Employees shall maintain their equipment and uniforms in a safe, serviceable, and neat appearing manner. An allowance of $150 per fiscal year will be supplied by the Department for the replacement of uniform footwear, in accordance with the quartermaster system.

ARTICLE XVI
PROMOTIONS

Section 16.1. General. Promotions to the rank of Lieutenant shall be in accordance with the provisions of this Article and, if not otherwise covered by this Article, the applicable provisions of the Fire Department Promotion Act, 50 ILCS 742, (hereinafter the "FDPA"). This Article shall supersede all Rules and Regulations of the Board of Fire and Police Commissioners of the City of Lake Forest relating to the promotional process to the rank of Lieutenant.

Unless otherwise specifically provided in this Article, the promotion process to the rank of Lieutenant shall be administered by the City of Lake Forest Director of Human Resources. The Union will appoint a liaison from their membership who is not participating in the promotions process who will be informed of the promotion process and testing dates by the Director of Human Resources.

Section 16.2. Vacancies. This Section applies to promotions to vacancies in the rank of Lieutenant. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated, and on that same date a vacancy shall occur in the rank of Firefighter, provided that the position continues to be funded and authorized by the City. If a vacated Lieutenant position is not filled due to the lack of funding or authorization and is subsequently reinstated (i.e., funded and authorized by the City), the final promotion list shall be continued in effect until all Lieutenant positions that were vacated have been filled or for a period of five (5) years beginning from the date on which the Lieutenant position was vacated, whichever occurs first. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 16.3. Eligibility Requirements. The examination process for promotion to the rank of Lieutenant shall be competitive among employees in the rank immediately below who meet the eligibility requirements set forth below and desire to submit themselves to such process.

All promotions to Lieutenant shall be made from bargaining unit employees in the firefighter/paramedic rank who have at least five (5) years of service in the Lake Forest Fire Department.

Anniversaries of service, which affect eligibility, will be considered to occur on the date on which the written examination is given.

Section 16.4. Letter of Intent to Participate. Candidates who wish to participate in the Lieutenant promotional process must submit a written letter of intent to participate within two (2) weeks of the announcement of the Lieutenant promotion process.

Section 16.5. Components of the Promotional Process and the Weighting of Components**.** All examinations shall be impartial and shall relate to those matters that will test the candidate's ability to discharge the duties of Lieutenant. The placement of eligible candidates on a Lieutenant promotion list shall be based on the points achieved by the candidate on each of the following components weighted as specified and completed in the following order:

Component	Weighting of Component
Chief's Points	12.5%
BFPC Oral Interview	15%
Ascertained Merit	12.5%
Seniority	5%
Written Examination	40%
Assessment Center	15%

With the exception of Ascertained Merit, total points are determined by dividing the number of points achieved by the maximum number of points possible and multiplying by the weight of the component.

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

Section 16.6. Promotion Process Components.

A. Chief's Points. At the beginning of the process, the Fire Chief will submit in a sealed envelope his points, from zero (0) to a maximum of one hundred points (100) points for each candidate to the City's Director of Human Resources. The Chief shall assign points based on his/her assessment of each candidate's qualifications and abilities to perform the duties of Lieutenant. The Chief's points shall be based on job related criteria. Such criteria shall be based on leadership skills, teamwork, supervisory evaluations, decision making, interpersonal skills, and disciplinary history consistent with Section 19.4 of this Agreement.

B. BFPC Oral Interviews. The oral interview shall be conducted by the Board of Fire and Police Commissioners together with an outside independent chief participating. The Union shall receive notification and have discussion with the City concerning the selection of the outside chief. There shall be no communications between members of the BFPC and the outside chief with members of the Department concerning candidates. Disciplinary history shall not be part of the oral interview process.

C. Seniority. Seniority points shall be computed as of the date of the written examination on the following basis and shall be based on years of service in the Lake Forest Fire Department:

Years	Points	Years	Points	Years	Points	Years	Points	Years	Points
5	5	9	25	13	45	17	65	21	85
6	10	10	30	14	50	18	70	22	90
7	15	11	35	15	55	19	75	23	95
8	20	12	40	16	60	20	80	24	100

D. Ascertained Merit. For ascertained merit, the maximum number of points allowable is 12.5. Any candidate with 12.5 or more points will earn 100% of the points for the ascertained merit category. If a candidate earns more than the maximum allowable points, the candidate will only receive the maximum of 12.5 points. **No credit can be duplicated in more than one category.**

Formal Education – 5 points maximum

College Completed	Points	Partial College (credit hours)	
AS (other)	2.0	3-30	0.5
AS (Fire/EMS/Mgmt)	2.5	31-60	1.0
BS (other)	4.0	61-90	1.5
BS (Fire/EMS/Mgmt)	4.5	91-120	2.0
Masters	5.0		

NOTE: Points awarded for degrees obtained shall be based on the highest degree attained, i.e., degrees cannot be "stacked."

Fire Officer 1 Classes / Basic Fire Officer – 2.5 points maximum
Each class .5 points

Fire Officer 2 Classes / Advanced Fire Officer – 2.0 points maximum
Each class .5 points

FEMA/NFA – 2.5 points maximum

FEMA/NFA Classes	Points
16 hour or less class	0.25
40 hour class	0.5
80 hour class	1.0

OSFM Classes and Certifications – 10 points maximum
Each class .5 points

ACLS/PALS/BTLS/PHTLS
Safety Officer
Training Program Manager
FPO
Investigator I, II, III
Fire Officer II
LF FPB Experience
Fire College/IFSI
Juvenile Fire setters
Dive Rescue Certified
Peer Fitness Trainer
Wildland FF Certified
FIC (120 hours)

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

A review process will be afforded to any candidate that requests it. The promotion Liaison shall be involved in the review process.

E. Written Examination. The written examination shall be administered after all the other components have been administered with the exception of the Assessment Center. The subject matter of the written examination shall fairly test the ability of the candidate to discharge the duties of a Lieutenant. The written examination shall be developed by an independent outside testing agency that does not employ any Lake Forest Fire Department sworn exempt personnel. The examination shall be based only on the contents of written materials that the City has identified as being relevant to the requirements of the position and to City and department policies and made available to potential examinees at least ninety (90) days before the examination is administered. The Fire Department shall provide two (2) copies of all such written materials at each station and such written materials may not be removed from any fire station.

F. Assessment Center. Candidates who achieve a cumulative 70% in steps 1-5 shall be allowed to proceed to the Assessment Center step of the Lieutenant promotion process. Candidates who do not achieve a cumulative 70% in steps 1-5 shall not be allowed to proceed to the Assessment Center step of the Lieutenant promotion process. The assessment center shall consist of a practical assessment of pertinent skills for each rank. The practical assessment shall be conducted in compliance with the FDPA. The parties shall request from the Office of the State Fire Marshall ("OSFM") a list of seven (7) certified assessors in order to allow for a panel of three (3) certified assessors. The parties shall select assessors from the list provided by OFSM in accordance with the procedures contained in 50 ILCS 742/50(h). In the event an assessor is not able to participate in the assessment center process for which he was selected, either party may request that additional names of certified assessors be provided (a list of three (3) assessors for each such "vacancy" shall be requested from OFSM) and the selection method set forth herein shall be utilized by the parties. The Union shall be notified and entitled to have up to two (2) monitors selected pursuant to the Section 16.7 (Monitors) attend any preliminary meeting on the day of the assessment between certified assessors and representatives of the City which may occur prior to the administration of this component. By agreement of the parties, the parties can waive the requirement that the list of certified assessors be obtained from OFSM.

Section 16.7. Monitors. Up to two (2) impartial persons who are not members of the Lake Forest Fire Department may be selected by the Union to serve as monitors by giving written notice to the Fire Chief at least seven (7) days prior to the first day that monitors are to be used. If the Union designates a monitor/monitors, the City may also designate an equal number of monitors. Each party shall be responsible for all the costs and expenses of its designated monitor(s). Monitors are authorized to be present and observe the following components of the promotional process: unsealing of the Chief's points (liaison), written examination, BFPC oral interviews, awarding of Ascertained Merit (liaison), and Assessment Center. Monitors shall not interfere with the promotional process, but shall report the full details and facts concerning any observed or suspected violations of the provisions of this Article applicable to the component

being observed to the Union and the Fire Chief. To be considered, such written report must be submitted within fourteen (14) calendar days of the date of the observed or suspected violation.

Section 16.8. Scoring of Components. With the exception of the ascertained merit component, 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. The points for the ascertained merit component shall be computed as provided in Section 16.6.D. The scores of all components shall then be added to produce each candidate's total score out of the maximum of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotional list.

The scores for each component of the promotional process shall be confidentially disclosed to each candidate and posted anonymously as soon as practicable after the component is completed but before the next component is administered. Scores for components shall be posted in the following order:

1. Chief's Points
2. BFPC Oral Interview (posted simultaneously with Chief's Points)
3. Ascertained Merit
4. Seniority (posted simultaneously with Ascertained Merit)
5. Written Examination
6. Assessment Center

After all components of the promotional process have been completed, the scores for all components for each candidate who completed all components shall be tallied, a preliminary promotion list shall be prepared by the City Director of Human Resources. This preliminary promotion list shall be posted on the bulletin board at each fire station. The Preliminary Promotion List will only include the names and scores of all candidates who completed all the components of the promotion process. Candidates shall then be ranked on the preliminary list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotional list. Whenever two (2) or more candidates receive the same score, priority shall be given to the person who has seniority. However, tie scores shall not prevent a candidate(s) from being placed on the preliminary or final promotional lists.

Section 16.9. Veteran's Preference Points and Posting of Final Promotional List. A candidate on the preliminary promotion list who is eligible for a veteran's preference in accordance with applicable law, may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 of the FDPA and added to the total score achieved by the candidate on the test. The City's Director of Human Resources shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. Within 30 days, the final adjusted promotion list shall then be posted at each Fire Station, with copies provided to the Union and all candidates.

Section 16.10. Right of Review. Any individual participant in the promotional process who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or the awarding of veteran's preference points may file a grievance at Step 2 in accordance with the provisions of the grievance and arbitration procedure set forth in Article V of this Agreement. Any such grievance must be filed within seven (7) calendar days of the date the final promotion list is posted. If an employee files a grievance over the BFPC Oral Interview and/or Chief's Points and it is appealed to arbitration, the arbitrator shall apply the arbitrary and capricious standard to determine whether or not the contract has been violated.

If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Lieutenant for a period not to exceed one-hundred eighty days. The parties agree to expedite the processing of any promotion grievance so that the arbitrator's award is issued within said one-hundred eighty (180) day period.

Section 16.11. Order of Selection. When there is a vacant or newly created position in the rank of Lieutenant that the City has funded and authorized to be filled, the person with the highest ranking on the final promotional list shall be appointed, except that the Fire Chief shall have the right to pass over that person if the Fire Chief has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of Lieutenant since the posting of the promotional list. If the ranking person is passed over, the Fire Chief shall document the reasons for the decision and shall so advise the person passed over. Unless the reason(s) for passing over the highest ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over more than once. If there is a dispute over the selection of the second highest ranked person, the highest ranked person may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article V of this Agreement; provided, however, to be considered timely, any such grievance must be filed within seven (7) calendar days of the time the employee was advised that he/she is being passed over. Any such grievance will be filed at Step 2 of the grievance procedure.

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

Section 16.12. Duration of Final Promotion List. A final promotion list shall be effective for a period of three (3) years from the date of its posting. The City shall take all necessary steps to ensure that the Board of Fire and Police Commission maintains in effect a current eligibility list so that promotion to Fire Lieutenant vacancies are filled not later than 180 days after the occurrence of the vacancy.

ARTICLE XVII

LABOR MANAGEMENT COMMITTEE

At the request of either party, the President of the Union and the Fire Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Union may invite other Union representatives (not to exceed three) to attend such meetings. The Fire Chief may invite other City representatives (not to exceed three) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) business days prior to the date of the meeting. The other party within two (2) business days thereafter may notify the party requesting the meeting of any items to be added to the agenda. This Article shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

Section 18.1. Gender. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

Section 18.2. No Smoking. Employees shall confine their smoking to areas designated by the City. Smoking shall be permitted on the west side of Station 1 and the south side of Station 2.

Section 18.3. Outside Employment. All bargaining unit employees will follow City policy 1.6.0 dated May 1, 2012, regarding outside employment. Prior written approval of the Fire Chief shall not be arbitrarily denied. At the beginning of every calendar year, each member will complete and submit to the Fire Chief a secondary employment form. No bargaining unit members will work as a paid-on-call or volunteer in a union department.

Section 18.4. Wellness/Fitness Program. Purpose:

(a) To provide a program for all Union employees to improve as needed or maintain health and define other fitness related items.

(b) To develop a mandatory overall wellness/fitness system to maintain the physical capabilities of all Union employees.

All wellness/fitness programs should include the following key elements:

- Medical and fitness evaluations that are kept confidential, secure and separate from the employee's department or City personnel file.
- Physical fitness and wellness programs are educational and not punitive.
- Performance testing that promotes progressive wellness improvement.
- All personnel of all ranks committed to a positive individualized wellness/fitness program.

The goal of the Lake Forest wellness/fitness program will be two-fold. The ***Primary*** function is to create and implement a wellness/fitness program that creates a healthier firefighter who will be able to work at his/her job with a minimal amount of cardiovascular, muscular and emotional stress or injury throughout his/her career. The ***Secondary*** function, although also of great importance, will be to reduce illness and injury. Adherence to these objectives will ultimately reduce costs to The City of Lake Forest.

Each member of the bargaining unit is required to participate in fitness training each assigned work day. The department has established the times between 1500 to 1600 hours as the workout window. Should calls preclude this time, or the workout not be completed within the Shift Commanders designated time frame, the workout may have to be pushed to after 1600 hours. A chief officer may alter the workout time, prior to 1600, for extenuating circumstances to accommodate the workout schedule. No member of the bargaining unit should be working out more than 90 minutes per 24 hour shift. The shift commander shall recognize fitness as a priority

in the daily duties and make every effort in coordinating the daily activities and training to include the required fitness training within the prescribed timeframe. The personnel will also be allowed time to shower and clean up after the exercising has been completed if needed.

Prior to beginning a fitness-training program, it is recommended that each bargaining unit member have a current fitness assessment as outlined by the department. If the employee chooses to not have an additional physical, they will follow the physical guidelines set forth by the City in Administrative Directive 2-10.

All members of the bargaining unit will receive a personalized fitness program which will be given to them by the department Peer Fitness Trainers. If the individual chooses, he/she may have his/her own program which will be approved by a peer fitness trainer and the Fire Chief or his designee and will be kept in the individual's file. The program will be based on a person's level of fitness and designed to increase or maintain the individual's level of fitness.

Personnel should closely monitor their use of the equipment and the extent to which they work out. Keeping in mind, the employee might have to perform on the emergency scene immediately after exercise.

Department-issued clothing will be worn outside the fitness facilities. This clothing shall only be worn just prior to a workout and removed as soon as the workout is complete. In the event of an emergency call during the fitness training, personnel will respond in department-issued clothing. It is recommended that the employee wear something with long pant legs prior to putting on turnout gear.

The Chief or his designee in charge of fitness will see that peer fitness trainers instruct all personnel on the proper and safe operation of fitness equipment. This includes the requirements for a safe spotter determined by a fitness trainer whenever free weights are used.

An established policy for the use of the facility and equipment is posted in each fitness facility.

Members of the bargaining unit working out off-duty may not be covered by the City's Workers Compensation insurance. In the event of injury, the individual may be required to use his/her own health insurance for any claim.

Any employee who is on medical leave and requires rehabilitation that could be assisted by equipment we have on site must make a request to the Fire Chief to use the equipment with an approved plan from their physician and/or therapist. Only after approval is received may an employee use the workout facilities while injured.

The City will make every effort to allow Peer Fitness Trainers to have (ACE) certification and to be recertified on a bi-annual basis via continuing education hours.

All bargaining unit members will participate in the annual wellness/fitness evaluation. The fitness evaluations with the corresponding protocols and equipment to be used for the Wellness/Fitness Initiative are defined in Department Standard Operating Guideline #A-103.

Unless otherwise indicated all bargaining unit employees are assumed to be healthy and capable of performing the physical demands associated with firefighting. As such, they are also assumed to be capable of participating in physical fitness assessments, evaluations and training programs.

The current City physical assessments will be followed for the wellness/fitness program. Any employee that feels he/she has an illness or injury that may preclude top performance during training or may aggravate an existing illness or injury should advise his/her company officer prior to engaging in wellness/fitness programs, in the event the injury or illness exceeds 1 day. That individual may be required to have a doctor's note addressed to the Fire Chief excusing them from the wellness/fitness program. This would also apply to limiting physical fitness workout, if necessary.

Department sponsored medical exams will be provided to individuals, as necessary, to determine health status based on City Administrative Directive 2-10. Medical exams will be conducted by a qualified licensed physician. Individuals returning from medical leave will be required to follow City Directive 2-6, also Personnel Policies Section 5.4.0.

There may be an annual review conducted with the Fire Chief or designee, and a representative of the Training, Safety, and Fitness committees.

Section 18.5. Drug and Alcohol Testing. Employees covered by this Agreement shall continue to be covered by the City's drug and alcohol testing policy that is applicable to other City employees in safety sensitive positions on the same terms and conditions that are applicable to such other City employees in safety sensitive positions.

Section 18.6. Residency. During the first five (5) years of employment, covered employees must live within forty-five (45) miles of the boundaries of The City of Lake Forest (measured from the Public Safety Building). After that, no restrictions apply.

Section 18.7. Solicitation. It is agreed that no bargaining unit members covered by this Agreement will solicit any person or entity for contributions on behalf of Local 1898 while representing the Lake Forest Fire Department.

Bargaining unit members agree that the City name, shield or insignia, communications systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees not prohibited by this Section may not be done on work time or in a work uniform. While soliciting for the Local, bargaining unit members agree that they will not use the words "Lake Forest Fire Department" in their name or describe themselves as the "The City of Lake Forest." The bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining and other benefits to Union-represented firefighters employed by the City.

Except as provided above, the foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public.

Section 18.8. Non-Discrimination. The City and the Union agree not to discriminate against any employee covered by this Agreement because of race, color, sex, religion, age, disability, national origin, ancestry, creed, marital status, sexual orientation, citizenship status, military status, veteran status, genetic history, pregnancy, union activities or non-union activities or any other class protected by law.

Section 18.9. Light Duty. An employee who is on sick leave (as opposed to disability pension) has the right to request that he/she be placed in an available light duty assignment that the employee is qualified to perform and such a request shall not arbitrarily and unreasonably be denied, provided that the employee's physician has provided a statement that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six (6) months. If the City has any question concerning the employee's fitness to perform the light duty assignment, the City may reasonably base its decision regarding light duty on the findings of the City's physician.

The City may require an employee who is on Worker's Compensation leave (as opposed to disability pension) to return to work in an available light duty assignment that the employee is qualified to perform, provided the employee's physician has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within twelve (12) months. If the City has any question concerning the employee's fitness to perform the light duty assignment, the City may reasonably base its decision regarding light duty on the findings of the City's physician. For light duty assignments, first preference will be to positions within the Fire Department.

Unless the employee consents to a different work schedule, the hours of work for an employee with a light duty assignment shall be eight (8) consecutive hours (excluding an unpaid one-half hour paid lunch period) between 7 a.m. and 7 p.m., Monday through Friday. Exceptions can be made for hardships to allow light duty assignments on a 24-hour shift basis. However, the decision to deny any such request shall not be grievable and the granting of such requests shall be on a non-precedential basis and shall not be used in the future as the basis for challenging denials of similar requests.

If an employee returns or is required to return to work in a light duty assignment, and the employee is unable to assume full duties and responsibilities within six (6) months thereafter, the City retains the right to place the employee on disability leave.

Nothing herein shall be construed to require the City to create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the City reasonably determines that the need exists and only as long as such need exists.

Nothing in this Section shall affect the statutory rights of the Pension Board in dealing with an employee on a disability pension.

Section 18.10. Inoculations. The City shall provide, at City expense, a Hepatitis B Virus (HBV) Inoculation Series to any employee wishing to be inoculated. The City shall offer such inoculation to every new employee. Additionally, the City shall provide a verification test of successful inoculation to any employee that received the inoculation series, and any additional inoculations necessary. The City shall also provide TB tests to any employee wishing to be tested. The City will also provide and offer an annual flu vaccination to every bargaining unit member. The City may provide, at its expense, such further prophylactic inoculations as the City determines to be necessary or appropriate.

Section 18.11. Communicable Diseases. Upon notification that an employee is exposed in the course of duty to the risk of transmission of disease, as defined by the U.S. Center for Disease Control, from a person determined to have a disease of a contagious or infectious nature, the employee shall follow the current department policy on exposures.

Section 18.12. Duties**.** All employees shall be prompt in reporting to their assigned duties and shall faithfully perform their duties as assigned. The City shall not assign or add duties not reasonably related to fire suppression, rescue, prevention, public education, extinguishment, hazardous materials mitigation, delivery of emergency medical services, participation in specialized response teams, training for the foregoing, the normal maintenance of equipment and customary house duties or those duties previously performed prior to the effective date of this Agreement. Nothing herein shall limit assignments during emergency conditions or situations which threaten citizens' lives or property. Employees will not be required to perform duties that require specific specialized training (e.g., haz mat and dive team) for which they have not been trained.

Section 18.13. Non-Emergency Duties. The performance of non-emergency duties as specified in Section 18.12 (Duties) shall be scheduled between 0700 and 1600 hours Monday through Saturday. The time frame for the performance of non-emergency duties on Sundays and Holidays as listed in Section 10.1 shall be in accordance with SOG A-107. This may be amended by mutual agreement in Labor Management meetings. The workday may be extended to complete mandatory training, night training (not more than four times annually per shift), or when training or emergency call(s) prevent the completion of necessary work assignments during the normal non-emergency work hours. The hours beyond which non-emergency duties do not normally extend may be extended to perform work related to public education/public relations/customer service (e.g., station tours, block parties, parades, fireworks, children’s fairs). One company per station will be permitted to shop for food within the City’s boundaries using an in-service Fire Department vehicle during time when house and routine duties would otherwise be performed and at a time and manner designated by the supervisor in charge of the shift.

Section 18.14. Living Conditions. The City will continue to work collaboratively with the Foreign Fire Insurance Board and the Firefighters Association to cover the cost of providing appliances (e.g., stoves, refrigerators, etc.), cooking and eating utensils, furniture (beds, desks, chairs, etc.), and entertainment/training equipment (TV’s, VCR, DVD, etc.) for each fire station.

Section 18.15. Department Safety Committee. The Department Safety Committee will be chaired by the Fire Chief or his designee and membership will consist of three bargaining unit members as determined by the Fire Chief or his designee. The primary function of this committee will be to focus on internal solutions to safety problems and review of accidents in accordance with City safety administrative directives.

Section 18.16. Staffing. The provisions of Policy #22 that were effective 12/17/12 shall remain in effect during the term of this 2013-16 collective bargaining agreement. Paid on premise personnel shall not be used to determine the staffing levels covered by said policy.

Nothing herein shall be interpreted to limit the City's authority under Section 3.1.1 of SOG #0-304 and /or Section 3.1 of this Agreement to change the staffing levels.

In the event the City is aware that an employee will be off for an extended period of time (in excess of 30 days) and the City desires to change the staffing levels, the Union will be given two (2) calendar days' notice of such change in staffing levels for the affected shift(s).

In the event the City desires to change the staffing levels, the Union will be notified in writing 30 days prior to the proposed changes. At the Union's request, the City will meet to discuss alternative solutions. Such discussions will not have the effect of delaying implementation of the City's proposed change.

The terms of this Section shall be effective for the duration of the current Agreement. Nothing shall prevent either party from seeking to change this provision in subsequent negotiations or interest arbitrations. Further, should either party seek to change the provisions of this Section, the terms of this Section shall not be considered as the *status quo.*

ARTICLE XIX
DISCIPLINE

Section 19.1**.** Discipline. Disciplinary actions may be instituted by the City and shall be for just cause. Discharge or discipline involving time off with loss of pay of non-probationary bargaining unit employees shall be for just cause and shall be subject to the grievance and arbitration procedure set forth in this Agreement. The City agrees to follow the principal of progressive and corrective discipline, with the understanding, however, that the gravity or seriousness of a given incident may justify more severe disciplinary action or immediate discharge without any prior progressive and corrective discipline. The City shall have the option to assess the following penalties: oral reprimand, written reprimand, suspension, and discharge. Discipline shall not be administered in a manner that would unnecessarily embarrass the employee.

The contractual grievance and arbitration procedure shall be the sole recourse for appealing such disciplinary action and shall be in lieu of both the provisions of the Illinois Municipal Code governing discipline and discharge (65 ILCS 5/10.2.1-17) and disciplinary proceedings before the City of Lake Forest Board of Fire and Police Commissioners. An arbitrator's award shall be final and binding, as stated in Section 5.4 of this Agreement, and any request for judicial review shall be exclusively under and in accordance with the Uniform Arbitration Act (710 ILCS 5/1, et seq.) and Section 8 of the Illinois Public Labor Relations Act (5 ILCS 315/8).

Section 19.2. Right to Respond. The City shall offer to meet with the employee involved, and with a Union representative if requested by the employee, to review the reason(s) for possible discipline and to give the employee an opportunity to respond before finalizing disciplinary action.

Section 19.3. Oral or Written Reprimands. An employee may file a grievance in accordance with the provisions of Article V (Grievance Procedure) with respect to an oral or written reprimand and said grievance may be processed up to and including Step 3, but any such grievance shall not be arbitrable. However, if the City seeks to use a prior oral or written reprimand for the imposition of more severe discipline, and the oral or written reprimand was originally grieved through and including Step 3, the merits of the prior oral or written reprimand may be raised by the employee in arbitration.

Section 19.4. Use of Prior Discipline. The use of prior discipline shall be handled on a case by case basis for promotions or future disciplinary actions. The City cannot use stale discipline for promotions or disciplinary actions.

Section 19.5. Fireman's Disciplinary Act. The City agrees to abide by the requirements of the Fireman's Disciplinary Act, 50 ILCS 745/1, et seq., and the foregoing rights set forth in this Article shall be in addition thereto.

Section 19.6. Personnel Files. The City shall comply with the provisions of the Personnel Records Review Act (820 ILCS 40/1, et seq.)

ARTICLE XX
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. Notwithstanding the above, the Union specifically does not waive and reserves its right to engage in impacts/effects bargaining unless the impact and/or effects are otherwise addressed in this Agreement.

ARTICLE XXI
SAVINGS CLAUSE

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

ARTICLE XXII
TERMINATION

This Agreement shall be effective at the time of its execution, and shall remain in full force and effect until midnight April 30, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

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

Executed this 18th day of July, 2016.

LAKE FOREST PROFESSIONAL FIRE FIGHTERS UNION, IAFF LOCAL NO. 1898, AFL-CIO-CLC

THE CITY OF LAKE FOREST, LAKE FOREST, ILLINOIS

Mayor
City of Lake Forest

Attest: _____
Deputy City Clerk

APPENDIX A

WAGE SCHEDULE

Effective May 1, 2016, employees covered by this Agreement shall be paid in accordance with the following salary for the period May 1, 2016 through April 30, 2017:

Step	**Firefighters**	**Firefighter/ Paramedic**	**Lieutenant Paramedic**
One (Start)	$62,531	$66,241	$97,768
Two	$66,347	$70,090	$101,289
Three	$69,468	$75,036	$102,855
Four	$73,977	$79,731	$104,421
Five		$83,676	$105,987
Six		$87,838	$107,553
Seven		$93,471	$109,119
Represents	0% to 1.0% increase depending on length of service	0% to 2.6% increase depending on length of service	2.0% increase

Effective May 1, 2017, employees covered by this Agreement shall be paid in accordance with the following salary for the period May 1, 2017 through April 30, 2018:

Step	**Firefighters**	**Firefighter/ Paramedic**	**Lieutenant Paramedic**
One (Start)	$63,156	$66,903	$99,479
Two	$67,010	$70,791	$103,062
Three	$69,468	$75,036	$104,655
Four	$74,717	$80,529	$106,249
Five		$84,513	$107,842
Six		$88,936	$109,435
Seven		$95,807	$111,028
Represents	0% to 1.0% increase depending on length of service	0% to 2.5% increase depending on length of service	1.75% increase

Effective May 1, 2018, employees covered by this Agreement shall be paid in accordance with the following salary for the period May 1, 2018 through April 30, 2019:

Step	**Firefighters**	**Firefighter/ Paramedic**	**Lieutenant Paramedic**
One (Start)	$62,531	$67,572	$101,220
Two	$67,680	$71,499	$104,865
Three	$69,468	$75,974	$106,486
Four	$75,838	$81,535	$108,108
Five		$85,781	$109,729
Six		$91,160	$111,350
Seven		$97,724	$112,971
Represents	2.0% increase	1.0% to 2.5% increase depending on length of service	1.75% increase

APPENDIX B - STEP PLACEMENT

Last Name	First Name	Title	Hire	STEP	FY16 SALARY	STEP	FY17 SALARY	STEP	FY18 SALARY	STEP	FY19 SALARY
Allan	Andrew	Fire LT PM	9/10/1999	7	$106,979.00	7	$109,119.00	7	$111,028.00	7	$112,971.00
Globerger	Eric	Fire LT PM	6/19/2000	4	$102,374.00	5	$105,987.00	6	$109,435.00	7	$112,971.00
Grost	Stephen	Fire LT PM	1/28/1991	7	$106,979.00	7	$109,119.00	7	$111,028.00	7	$112,971.00
Kazimour	Cory	Fire LT PM	1/3/2005	1	$95,851.00	3	$102,855.00	4	$106,249.00	5	$109,729.00
Martinelli	Robert	Fire LT PM	12/5/1994	7	$106,979.00	7	$109,119.00	7	$111,028.00	7	$112,971.00
Penar	Matthew	Fire LT PM	5/15/1997	3	$100,838.00	4	$104,421.00	5	$107,842.00	6	$111,350.00
Pugliese	Paul	Fire LT PM	7/29/1991	3	$100,838.00	4	$104,421.00	5	$107,842.00	6	$111,350.00
Andersen	David	Firefighter PM	8/12/1996	7	$91,102.00	7	$93,471.00	7	$95,807.00	7	$97,724.00
Bardi	Jan-Pierre	Firefighter PM	5/1/1996	7	$91,102.00	7	$93,471.00	7	$95,807.00	7	$97,724.00
Barnes	Andrew	Firefighter PM	12/8/2008	7	$91,102.00	7	$93,471.00	7	$95,807.00	7	$97,724.00
Brija	Richard	Firefighter PM	6/2/2014	3	$75,036.00	4	$79,731.00	5	$84,513.00	6	$91,160.00
Clifford	William	Firefighter PM	12/2/2015	1	$65,585.00	3	$75,036.00	4	$80,529.00	5	$85,781.00
Farr	Eric	Firefighter PM	8/15/2005	7	$91,102.00	7	$93,471.00	7	$95,807.00	7	$97,724.00
Issel	Patrick	Firefighter PM	10/1/2011	6	$86,754.00	7	$93,471.00	7	$95,807.00	7	$97,724.00
Kluchka	Matthew	Firefighter PM	1/11/2015	3	$75,036.00	4	$79,731.00	5	$84,513.00	6	$91,160.00
Kositzki	Erik	Firefighter PM	10/20/2003	7	$91,102.00	7	$93,471.00	7	$95,807.00	7	$97,724.00
Kriens	Charles	Firefighter PM	10/14/2013	4	$78,942.00	5	$83,676.00	6	$88,936.00	7	$97,724.00
Lainio	Daniel	Firefighter PM	11/24/2014	3	$75,036.00	4	$79,731.00	5	$84,513.00	6	$91,160.00
Mounts	Michael	Firefighter PM	11/1/2001	7	$91,102.00	7	$93,471.00	7	$95,807.00	7	$97,724.00
Pedersen	Travis	Firefighter PM	7/22/2013	4	$78,942.00	5	$83,676.00	6	$88,936.00	7	$97,724.00
Rausch	Matthew	Firefighter PM	6/6/2005	7	$91,102.00	7	$93,471.00	7	$95,807.00	7	$97,724.00
Rick	Andrew	Firefighter PM	3/3/2008	7	$91,102.00	7	$93,471.00	7	$95,807.00	7	$97,724.00
Rieper	Jacob	Firefighter PM	5/16/2016			2	$70,090.00	3	$75,036.00	4	$81,535.00
Roberts	Christopher	Firefighter PM	1/20/2011	7	$91,102.00	7	$93,471.00	7	$95,807.00	7	$97,724.00
Savel	Nicholas	Firefighter PM	2/19/2007	7	$91,102.00	7	$93,471.00	7	$95,807.00	7	$97,724.00
Stanonik	Joseph	Firefighter PM	5/1/2001	7	$91,102.00	7	$93,471.00	7	$95,807.00	7	$97,724.00
Tisinai	David	Firefighter PM	11/15/1993	7	$91,102.00	7	$93,471.00	7	$95,807.00	7	$97,724.00
New FF		Firefighter PM				2	$70,090.00	3	$75,036.00	4	$81,535.00
Werchek	Steven	Firefighter	1/4/2016	1	$61,912.00	3	$69,468.00	4	$80,529.00	5	$85,781.00

PM assumed here

SIDE LETTER OF AGREEMENT

This document shall serve as a Side Letter of Agreement to memorialize the agreement between the City of Lake Forest, Illinois (City) and the Lake Forest Professional Firefighters Union, IAFF Local No. 1898 (Local 1898) as it pertains to the City's right to make adjustments if there is a cut in the Local Government Distributive Fund ("LGDF") or property tax freeze by the State.

The parties recognize that a significant portion of the City's General Fund Revenues is based on revenue provided by the State through the Local Government Distributive Fund ("LGDF"). The parties further recognize that for several years, the State Legislature and/or Governor's office have threatened to reduce the City's share of LGDF funds. A reduction in LGDF funds would significantly limit the City's ability to fund Fire Department operations. Therefore, the parties recognize and agree that employee salary increases will be based in part on the continued receipt of LGDF funds.

If, during the term of this Agreement, due to change in State law, the City suffers a reduction in the Local Government Distributive Fund, the parties agree to reduce the annual salary adjustment as follows:

Amount of LGDF Reduction	**Salary Reduction**
1-5% LGDF Reduction	0.2%
6-10% LGDF Reduction	0.4%
Over 10% LGDF Reduction	0.6%

Notwithstanding the foregoing wage adjustments, if the State of Illinois legislature freezes local property taxes at any time during the contract period, the City shall have the right to reopen this Section only for the fiscal year or years affected by the property tax freeze.

AGREED TO ON THIS 18th DAY OF JULY, 2016

BY:

CITY OF LAKE FOREST

IAFF LOCAL 1898