

LABOR AGREEMENT

BETWEEN

THE

CITY OF AURORA

AND

**AURORA FIREFIGHTERS ASSOCIATION,
LOCAL 99
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL/CIO/CLC**

Executed this ___th day of ~~September~~**October**___, 2018.

CITY OF AURORA, ILLINOIS
RESOLUTION NO. _____
DATE OF PASSAGE _____

**A RESOLUTION AUTHORIZING EXECUTION OF A LABOR AGREEMENT BETWEEN
THE CITY OF AURORA AND AURORA FIREFIGHTERS ASSOCIATION, LOCAL 99**

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the City of Aurora employs numerous personnel in its Fire Department in furtherance of the public safety and welfare; and

WHEREAS, the City has recognized the Aurora Firefighters Association, Local 99 as the bargaining agent for Firefighters; and

WHEREAS, a proposed collective bargaining agreement has been negotiated between representatives of the City of Aurora and the Aurora Firefighters Association, Local 99, and is hereby submitted to the City Council for approval; and

WHEREAS, the City Council finds it in the best interests of the City and public welfare that such Labor Agreement be executed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk are hereby authorized to execute the Labor Agreement between the City of Aurora and the Aurora Firefighters Association, Local 99, which is attached hereto and made a part hereof.

PASSED AND APPROVED THIS _____ DAY OF _____, 20142018.

Aldermen

Aldermen

ATTEST: AYES _____

NAYS _____

NOT VOTING _____

City Clerk
Weisner

~~Mayor Thomas J.~~
Mayor Richard C. Irvin

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ARTICLE I

PREAMBLE

This Agreement entered into by and between the City of Aurora, Illinois, hereinafter referred to as the "Employer" or the "City", and Local 99, Aurora Firefighters Association, International Association of Firefighters, AFL/CIO/CLC, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between Employer and Union; the establishment of an equitable and peaceful procedure for resolution of differences; and the establishment of rates of salaries, wages, hours and other conditions of employment.

ARTICLE II

Union Recognition

Section A. Recognition. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and conditions of employment for all the employees of the Aurora Fire Department except: The Chief of the Department, the Deputy Chief, the Assistant Chiefs, the Battalion Chiefs, the Fire Marshal, the Fire Captains and authorized civilian personnel. No personnel other than qualified members of the bargaining unit shall be assigned to Fire Department ambulances M.I.C. units or fire suppression vehicles with the exception of Fire Department Captains, promoted from the bargaining unit; provided the assignment to fire suppression vehicles or M.I.C. units is consistent with existing staffing practices. In the event that all efforts to staff fire suppression and M.I.C. units through the Union's call-in procedure are deemed unsuccessful by the Union President or designee, the Employer reserves the right to assign a higher ranking qualified officer to the position.

The applicability to probationary employees of certain articles of this Agreement shall be limited in the manner specified in such articles, namely; Article X, Sick Leave; Article XI, Leaves of Absence; Article XIII, Unpaid Leaves of Absence; and Article XIX, Discipline and Discharge. For purposes of this Agreement, the probationary period is defined as twelve (12) consecutive months of active service from the most recent date of hire.

Section B. Subcontracting.

No employee of the Bargaining Unit shall be laid off as a result of any decision by the City to subcontract any work performed by employees covered by this Agreement.

Notwithstanding the foregoing, basic fire suppression and/or EMS work shall not be subcontracted, provided that this provision shall not be applicable to any mutual aid agreements that the City has or may have with other fire departments or if there is a violation of Article XXIII.

ARTICLE III

UNION SECURITY

Union Dues

Section A. Union Security. All employees covered by this Agreement who are members of the Union shall be required to pay Union dues and assessments. Employees covered by this Agreement are not required to join the Union as a condition of employment.

Section B. Indemnification. The Union shall indemnify the City and hold it harmless for all costs or other forms of liability arising out of or by reason of any action taken by the City, but only at the direction of the Union, for the purpose of complying with the provisions of this Article.

Check-off

The Union will supply all the necessary papers for check-off upon mutual agreement between the Employer and the Union.

The Employer shall checkoff Union dues and/or assessments on presentation of check-off authorization cards, voluntarily and individually authorized, from employees in accordance with the law. The Employer will then deduct such dues and/or assessments in the amount certified to the Employer by the Secretary or the Treasurer of the Local Union, and send to the Local Union the dues and/or assessments as certified by the Secretary or Treasurer of the Local Union.

The Employer agrees to deduct, once each pay period, the amount individually certified in writing by the employees for the purpose of a voluntary FIREPAC Check-off Program. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union.

In the event a non-Union employee covered by this Agreement shall not voluntarily sign a check-off authorization, then, in that event, an involuntary check-off of a service charge not to exceed the amount of local union dues (excluding per capita taxes) shall be made by the City upon the written direction of the Local Union.

New employees may voluntarily sign check-off authorization and application blanks upon receiving employment. The Employer shall then process each new employee in accordance with this Article. The Local Union shall supply the Employer with all such necessary forms. However, nothing in this paragraph shall supersede any statute as pertains to the rights of the City to place new employees on a twelve (12) month probationary status.

There shall be one copy of the check-off sheet sent to Local No. 99. All money so deducted shall be paid on or before the last day of each month. The employee request forms shall be as follows:

Payroll Deduction Authorization

To: The City of Aurora

Effective Date: _____

I hereby request and authorize you to deduct from my earnings Union dues and/or assessments. The amount deducted shall be paid to the Aurora Firefighters, Local No. 99. This authorization shall be irrevocable for the period of one (1) year from the date hereof and shall be automatically renewed and irrevocable for successive similar periods of one (1) year, unless written order of revocation is given by me, to you and the Union, thirty (30) days prior to the expiration of the anniversary of the signing of this authorization.

Signed

Address

ARTICLE IV

Management Rights

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

ARTICLE V

Regular Hours

The regular work hours for all employees assigned to firefighting duties and working 24-hour shifts shall be an average of 49.8 hours per week, or 2589 per year. The normal working schedule for such employees shall be twenty-four (24) consecutive hours on duty, beginning at 8:00 a.m. and lasting until 8:00 a.m. the following day, and forty-eight (48) consecutive hours off duty. The annual hours generated by the normal working schedule shall be effectuated by assigning a Kelly Day (one (1) twenty-four (24) hour shift off) every 9th shift.

Kelly Days may be traded between employees on the same shift subject to the Fire Department regulation governing such trades.

Personnel assigned to the Fire Prevention Bureau, Training and Administration by the Chief of the Department shall work a schedule of five (5) days per week, Monday through Friday, eight (8) hours per day (8:00 a.m. to 5:00 p.m.), not to exceed forty (40) hours per week.

The starting and quitting times of the EMS Support position work schedules may be temporarily modified from 8:00 a.m. to 5:00 p.m. to accommodate the operational needs of the Fire Department subject to the following conditions:

- a) The employees shall be afforded at least ten (10) days prior notice. (A copy of such notice shall be simultaneously given to the Union.)
- b) The modified starting and quitting times shall fall within the parameters of 7:00 a.m. and 6:00 p.m.
- c) The hours of the work day shall be consecutive and shall not affect the integrity of the eight (8) hour day and forty (40) hour Monday through Friday work week or otherwise be used to circumvent overtime assignments.

When transfers or promotions are made, it sometimes becomes impossible to maintain the 9th Kelly Day schedule. If, at these particular times, a member of the Bargaining Unit must work more than the nine (9) day schedule, he/she will be compensated by F.L.S.A. pay.

Every effort will be made to assign a new Kelly Day close to the previous one as possible.

ARTICLE VI

Overtime

Section A. Overtime Rate. The regular straight-time hourly rate for employees assigned to 24-hour shifts shall be computed by dividing the amount of the employee's "base salary" as indicated in Appendix A by 2589. The overtime rate shall be 1-1/2 times the regular straight-time hourly rate. F.L.S.A. overtime shall be paid for all regular hours worked over two hundred twelve (212) hours in a twenty-eight (28) day work period.

Section B. Compensatory Time. Any employee who works an overtime shift shall elect at that time to receive payment at the overtime rate as described in Section A, above, or to use such time for compensatory time off at a later date. Such time off shall be at the straight-time hourly rate of pay in hourly increments with a minimum of eight (8) hours.

Compensatory time shall be earned at a rate not less than one and one-half (1-1/2) hours for each hour of actual overtime worked.

Any member of the Bargaining Unit who works overtime shall have the option of banking compensatory time or receiving pay in any increments for overtime hours worked.

Compensatory time may be accrued to a maximum of two hundred and forty (240) straight-time hours, which represents not more than one hundred and sixty (160) hours of actual overtime worked.

All actual overtime hours worked over the one hundred and sixty (160) hours maximum shall be paid at one and one-half (1-1/2) times the employee's straight-time hourly rate of pay. Compensatory time may accrue on a continuous basis.

Such time is to be granted on a first come, first served basis with the exception of requests made 365 days in advance and shall be denied only when the day being requested has already been granted to another member of [the](#) bargaining unit. No other restrictions shall be imposed, with the following exceptions: 1) one (1) Lt. and two (2) other members of the bargaining unit shall be allowed off at a time; 2) that the shift with respect to which time off is requested must be the member of [the](#) bargaining unit's regular shift; and 3) that the time may not be time traded. When a Compensatory Time request is received 365 days in advance, a lottery system will be used. This will include the Bargaining Unit members that have turned in the proper paperwork in person or through their designee to the on shift Battalion Chief between the hours of 7:00 a.m. and 7:00 p.m. that day. All comp time requests will be drawn and placed in numerical order, then recorded on the department roster. The lottery will be held at one of the Battalion Chief headquarters administered by the Battalion Chief and witnessed by at least two (2) bargaining unit members. In the event that a member foregoes such a day the next member listed on the lottery roster gets priority.

Section C. Hold-over Pay. Except when required for an employee to rectify his own error or omission, employees who are held over on duty after having actually worked a full work shift shall be paid at the over-time rate defined in Section A, above, for all time worked beyond the end of the shift as measured to the next quarter hour following their return to their respective stations. A maximum of fifteen (15) minutes shall be allowed for travel time to the station after being relieved from duties at the scene, unless good cause can be shown for delay.

Section D. Call-back Pay. Employees called back to work after having left work shall be paid a minimum of three hours pay at the over-time rate defined in Section A, above, unless the time extends into the employee's regular work shift or unless the member of the bargaining unit is called back to rectify his own error or omission.

When, in the judgment of the Fire Chief or designee, a personnel shortage exists which requires overtime work, the Chief or designee shall notify the Union of the location of the shortage and the types and numbers of personnel which are needed to cover the shortage. Upon receipt of such notice, the Union shall have the responsibility to call the types and numbers of employees required by the Chief or designee and shall notify the Chief or designee as to the identities of the employees selected. The Union agrees that the selection for such overtime shall be made from three (3) rosters consisting of (1) Lieutenants, (2) Paramedics, and (3) Privates, which shall be rotated equally among the employees in said positions. The Union shall be solely responsible for maintaining said rosters and any alleged discrimination in the manner of overtime job selection shall not be subject to the grievance and arbitration provisions of this Agreement.

It is agreed, however, that said method of selecting employees for over-time in cases of personnel shortages shall not apply in cases of fire, riot, emergency weather or other emergencies requiring that employees be called back for duty.

ARTICLE VII

Holidays

Section A. Forty-Hour Employees. Employees assigned to the Training Division, the Fire Prevention Bureau, and EMS Support Position shall be entitled to designated holidays and floating holidays according to the following schedule:

New Year's Day	Columbus Day
Dr. Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Five (5) Floating Holidays
Labor Day	

Designated holidays shall be recognized and observed on the dates as listed above. In order to be eligible for holiday pay, employees must work their last preceding and their first regularly scheduled work day immediately following the holiday, unless they are excused in writing by the Fire Chief from compliance with this requirement. Excuses shall be granted for the failure to work either the day before and/or the day after a holiday because of vacation leave, sick leave, or other approved leave with pay.

Employees already on paid leave on a day designated as a holiday shall neither receive compensation for such holiday nor be allowed to reschedule said holiday.

Floating holiday hours for 40-hour employees may be used in a manner consistent with the department's 40-hour management staff.

Section B. Twenty-four Hour Employees. For employees assigned to the three (3) working shifts the following paid holidays shall be recognized:

New Year's Day	--January 1 st
Dr. Martin Luther King's Birthday	--January 15 th
President's Day	--Third Monday of February
Memorial Day	--Last Monday in May
Independence Day	--July 4 th
Labor Day	--First Monday in September
Patriot's Day	--September 11 th
Columbus Day	--October 12 th
Veteran's Day	--November 11 th
Thanksgiving Day	-- Fourth Thursday Last Thursday in November
Christmas Day	--December 25 th

In recognition of the recognized holidays listed above, each employee shall receive a stipend for the first eight (8) 24-hour recognized holidays, each to be paid at the rate of 24 hours times the employee's applicable straight time hourly rate of pay. Effective January 1, 2019, each employee shall receive a stipend for the first nine (9) recognized 24-hour holidays each to be paid at the rate of 24 hours times the employee's applicable straight time hourly rate of pay. Effective January 1, 2020, each employee shall receive a stipend for the first ten (10) recognized 24-hour holidays each to be paid at the rate of 24 hours times the employee's applicable straight time hourly rate of pay. Such stipend shall, as requested by the Union, be paid to employees in equal amounts over twenty-six (26) pay periods.

In each case, the day recognized as the holiday for purposes of pay and holiday routine shall be the day specified above. If the holiday falls on a weekend, then holiday routine will be observed either on Friday if the holiday falls on a Saturday or will be observed on Monday if the holiday falls on a Sunday.

In order to be eligible for holiday pay, an employee must have been employed by the Aurora Fire Department for more than thirty (30) calendar days immediately prior to the listed holiday.

ARTICLE VIII

Vacation

Section A. Eligibility and Allowance.

An employee shall begin to earn vacation allowance as of his/her date of hire but shall not be permitted paid vacation until the calendar year in which his/her first anniversary occurs.

Employees shall be granted an annual paid vacation for the periods specified below, based upon the following service requirements:

Service Requirements

Vacation Period

1 year through 5 years

2 weeks (5 24-hour days)

Beginning of 6th year through 10 years

3 weeks (7 24-hour days)

Beginning of 11th year through 15 years

3 weeks and 1 day (8 24-hour days)

Beginning of 16th year through 20 years

4 weeks (10 24-hour days)

Beginning of 21st year and over

4 weeks and 1 day (11 24-hour days)

An employee shall be permitted to take two (2) weeks during the calendar year in which his first anniversary occurs; three (3) weeks during the calendar year in which his fifth anniversary occurs; three (3) weeks and one (1) day during the calendar year in which his tenth anniversary occurs; four (4) weeks during the calendar year in which his fifteenth anniversary occurs; and four (4) weeks and one (1) day during the calendar year in which his twentieth anniversary occurs.

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

Section C. Vacation Sell Back.

1 year through 5 years

1 day (1 24-hour day)

Beginning of 6th year through 10 years

2 days (2 24-hour days)

Beginning of 11th year through 15 years

3 days (3 24-hour days)

40 hour employees = 9 8-hour days

Beginning of 16th year through 20 years

4 days (4 24-hour days)

40 hour employees = 12 8-hour days

Beginning of 21st year and over

5 days (5 24-hour days)

40 hour employees = 15 8-hour days

Members can request to sell back a vacation day anytime up to 8:00 p.m. the night before the vacation day that was requested off. However, any member wishing to sell back days beyond December 1st must indicate the desired sell back days by December 1st. Further, pay in lieu of vacation must be in a minimum of no less than 24 hours increments. For 40 hour employee, pay in lieu of vacation must be in minimum of no less than 8 hours. If an employee terminates for any reason after having received such vacation payment, his/her final check shall be reduced pro-rated.

Section D. Choice of Vacation Period. Times of vacation periods shall be awarded according to departmental seniority, by shift and within the classification of (a) Lieutenants and (b) Firefighter Privates and Paramedics. One (1) officer (Lieutenant) shall be allowed off on vacation at any time. The selection of vacation days shall be done by departmental seniority on each of the three (3) shifts. There will be no more than five (5) non-officer bargaining members off on vacation at any time. There will be no more than three (3) Firefighter Privates or three (3) Paramedics off on vacation at any time. The selection of vacation days for Firefighter Privates and Paramedics shall be done by departmental seniority on each of the three (3) shifts. Where a bargaining unit member is on sick, restricted duty or injured status, he/she may choose to use vacation time. When this is requested, his/her "vacation day" will not be "counted" as the one (1) selection allowed for Lieutenant or as one (1) of the five (5) slots allowed for either Firefighter Privates or Paramedics. Vacation hours for 40-hour employees may be used in a manner consistent with the department's 40-hour management staff. Employees shall select their initial vacation periods commencing on the first shift day in December and such selection process shall be completed by the end of December, provided employees shall be able to continue to trade vacation days into open slots consistent with past practice.

Section E. Split Vacations. If for any reason an employee decides to split his vacation time, he/she shall wait after his/her first choice until everyone has made his/her first selection, and then he/she will wait after his/her second choice until everyone has made his/her second selection. If an employee desires to split his/her allowable vacation into more than two (2) splits, the above process of selection will be followed. Vacation splits may be divided into periods of not less than twenty-four (24) hour periods.

If a Kelly Day falls within an employee's vacation period, the employee shall be entitled to select an additional day of vacation (which selection shall be considered to be part of the employee's basic vacation pick).

Section F. Vacation Benefits Upon Employee Termination. If at the time of an employee's termination for any reason (i.e., retirement, resignation, discharge or death), he/she: (1) possesses unused accrued vacation allowances, he or his dependent survivors shall receive payment pro-rata for all such unused vacation benefits, or (2) has taken vacation allowances prior to the completion of his service year, the employee's final check shall be reduced pro-rata, to the extent that such vacation benefits have not been earned.

ARTICLE IX

Personal Days for 40-Hour Employees

Each eight (8) hour employee covered under this labor agreement shall be eligible to select five (5) eight (8) hour Personal Days off each year. Such days shall be selected by seniority within classification and shift on a rotational basis, after all vacations have been selected. Said days shall not accumulate nor carry over from year to year. Personal Day hours for 40-hour employees may be used in a manner consistent with the department's 40-hour management staff.

Upon resignation or retirement, personal days not used shall be paid.

ARTICLE X

Sick Leave

Section A. Sick Leave Pay Eligibility. Each non-probationary employee, who, as a result of a non-duty related illness or injury, is under a physician's care and is unable to perform the duties of his position, shall be eligible to receive paid sick leave at his regular rate of pay. Such sick leave shall commence from date of initial illness or injury for up to a maximum of 180 calendar days in the following continuous twelve month period.

Each probationary employee, who, as a result of a non-duty related illness or injury, is under a physician's care and is unable to perform the duties of his position, shall be eligible to receive paid sick leave, at ~~this~~ his regular rate of pay, for up to nine (9) duty days of eight (8) or twenty-four (24) hours (as the case may be) during his probationary period, as defined in Article II, A.

Notwithstanding the above, any employee injured while attending any departmentally assigned/mandated classes as cited in Article XI, Section B., shall be eligible for coverage under the Workers' Compensation Act.

No employee shall be eligible to receive paid sick leave as defined above if the illness or injury was contracted or incurred while engaged in an occupation or employment other than the Aurora Fire Department.

Section B. Sick Leave Certification and Approval. If the City has reasonable grounds to believe sick leave is being abused, it may at its discretion, require any employee requesting paid sick leave to furnish substantiating evidence or a statement from his attending physician certifying that the employee was under the physician's care and unable to perform the duties of his position. In any case, such certification must be presented whenever sick leave is requested for three (3) or more consecutive workdays (in the case of forty (40) hour per week employees), or two (2) or more consecutive tours of duty (in the case of twenty-four (24) hour employees). This certification shall be on the City's Return to Duty form. This form shall be hand-delivered or faxed to the Human Resources Office within twenty-four (24) hours of the second or third day off. Employees will not be allowed to return to duty without doctor's authorization on the approved City form. Obtaining said certification is the sole responsibility of the employee.

The City shall have the right, at its discretion, to verify the report of the attending physician concerning the illness or disability of an employee, and to require the employee to select, and to be examined, at the City's expense, by a physician selected from a panel of three who have been mutually agreed upon by the City and the Union, in order to determine the nature and extent of the illness or disability. Such determination by the selected physician shall be final and binding on both the City and the employee. Further, the panel of physicians shall be specialists in the area of illness or disability in question. In the event an employee is off sick or injured for more than 60 calendar days, said employee will report in person to the Fire Chief or his designee, or call, if not able to come in, to the Fire Chief or his designee no later than the 60th calendar day and at least one time every 30 calendar days thereafter until his release.

As a result of such physician's statements and examinations, the City may approve or deny an employee's sick leave request and establish limits and conditions for any further approved sick leave connected with the same illness or disability. Abuse of sick leave shall further be cause for discipline.

Section C. Sick Leave Release. When an employee is off duty for a sickness or injury that occurred off duty (provided that the injury did not occur at another place of employment), his/her attending or treating physician shall determine his/her ability to return to duty. An employee must obtain a release from his/her treating or attending physician after being off two (2) working days or one (1) work day immediately before or after a scheduled day off, i.e. vacation, Kelly, holiday, or personal day before returning to duty. Such release shall be on the City's return to duty form. (If the employee's physician is not immediately available, the employee may see the City's designated occupational health care provider.) No employee shall be ordered by the Chief of the Department to return to duty unless and until the employee obtains a release from his physician. However, the Chief of the Fire Department shall have the right to have an independent specialist, selected in the manner described in Section B, above, examine the employee to determine his/her fitness to return to duty or in the case of the employee being disabled, may instruct the employee to apply for his/her disability pension in accordance with state statutes. The Chief of the Fire Department will keep the Union informed about the employee if he/she, the employee, so desires.

In the event an employee, after receiving one hundred eighty (180) days of sick pay in the continuous twelve-month period from date of injury or onset of illness, applies for and is granted a permanent disability pension for a non-job-related injury or illness, the City shall deduct thirty (30) days from any severance pay otherwise due the employee upon his termination.

Section D. On-the-Job Injury. An Employee who is disabled and off work as the result of any injury or illness arising out of and in the course of his employment, shall not be eligible for, nor be charged with paid sick leave during any period of disability or incapacity in which he is also eligible to receive statutory Illinois Workers' Compensation benefits.

No employee shall be eligible to receive paid sick leave as defined in Section A, above, or Workers' Compensation benefits, if the injury or illness was contracted or incurred while engaged in an occupation or employment other than with the Aurora Fire Department.

An employee shall report immediately to a supervisor any injury or illness suffered while on duty and in no event later than 24 hours following the injury. The employee shall explain the nature of the injury or illness and how it occurred.

All employees of the Department are covered by the Illinois Worker's Compensation Act. The coverage extends to injuries or illnesses arising out of or in the course of employment. The Act imposes certain obligations on the City to provide medical care to injured employees. Failure or refusal by the employee to comply with the provisions of this section may result in delay or denial of benefits under the Worker's Compensation Act.

In cases of work-related injuries or illnesses the employee shall be required to choose one of the following:

- A. The employee shall be taken, or shall take themselves to the City's designated occupational health provider for purposes of evaluation. A written report of the evaluation will be prepared by ~~Presence Occupational Health~~ [the City's designated occupational health provider](#) and sent to the City's Director of Human Resources. After evaluation by the City's designated occupational health provider the employee shall deliver a completed Return To Duty report form to their supervisor immediately following the appointment and/or prior to returning to regular duty.
- B. The employee shall obtain an initial evaluation and treatment by the physician, surgeon and hospital of his choice at the City's expense, subject to the limitations of the Illinois Worker's Compensation Act. In such circumstances, the employee must have said medical provider complete a Return To Duty report form which the employee must then deliver to his/her supervisor immediately following the appointment and/or prior to returning to regular duty.

Regardless of choice of treatment selected above, the employee must follow up with either the City's designated occupational health provider or their own physician within seventy-two (72) hours of injury. This follow up visit shall not count as a physician choice as defined by the Illinois Workers Compensation Act.

For emergency medical treatment, the employee shall be transported to the nearest hospital. If the emergency room physician releases the employee to full duty without restrictions then the employee need not follow up with the City's designated occupational health provider or a medical provider of his choice as set forth in A or B above.

The employee shall take the Return To Duty Report form to every physician's appointment they have related to the injury or illness. This form is to be fully completed by the treating physician. The employee shall return the completed form to the employee's supervisor immediately following the appointment and/or prior to returning to regular duty.

All Return To Duty report forms shall be in a sealed envelope when delivered to the supervisor who shall send the sealed envelope to the Director of Human Resources.

Should a dispute arise between the employee and the City as to whether an injury or illness is covered by the Illinois Worker's Compensation Act and the City denies medical benefits under the Illinois Worker's Compensation Act then the employee may obtain medical treatment pursuant to the terms and conditions of the group health insurance, if any, provided to that employee by the City.

Section E. Restricted Duty. An individual who has been injured on the job or who is off on personal sick leave, and who has been returned to work on a limited basis by his/her physician, is required to report immediately for duty upon their release. At that time, the employee is required to choose to work either a 40 hour restricted duty schedule or a 24/48 restricted duty schedule. The initial choice of restricted duty work shift will then be in effect until the employee is released to full duty.

Regardless of the chosen restricted duty schedule, the employee will report to Central Station on their duty day from 8:00 a.m. to 5:00 p.m. with the exception of Saturday, Sunday or holidays. The employee shall report to the Chief of Operations and may be given an assignment(s) that pertain to department operations to be completed within the framework of his/her physician's restrictions. Those employees who choose the 24/48 restricted duty schedule shall report to their Battalion Headquarters at 5:00 p.m. on their duty day to spend the rest of their regular shift hours as an aide to the Shift Commander/Battalion Chief within the framework of his/her physician's restrictions. Employees who choose a 40 hour restricted duty schedule will observe holiday routine on designated Union holidays.

Nothing in this policy is to be construed as establishing any form of permanent restricted duty. Individuals will be assigned restricted duty only during their recuperation period. When released by the physician, the employee shall return to his/her regular assignments. Any disputes as to the employee's fitness for regular duty shall be resolved in accordance with the procedures of Article X of this Agreement. Restricted duty is intended to last no longer than six (6) months.

When an individual is on restricted duty and during that time has a scheduled vacation day or has requested City time, that individual's time off would not affect the vacation or City time slots for those who are on active duty.

In no event shall an employee who is on restricted duty due to personal sick leave have their restricted duty extend beyond 180 calendar days from the date of the employee's release to restricted duty (with up to an additional 30 calendar days provided the employee, at least two weeks prior to the end of the 180 day period, provides a physician's note that sets forth a definitive return date within that 30 day period). Should it appear the employee will not be returned to full unrestricted duty, Human Resources shall meet with the employee and a Union representative, should the employee so request, to discuss his/her employment status and options upon the conclusion of his restricted duty assignment.

Section F. Restricted Duty/Reassignment/Reasonable Accommodation Guidelines – Pregnancy. During a pregnancy, a firefighter may be able to continue to perform in her usual, full-duty range of assignments up to the time she is medically restricted from working. The Fire Department will not require a firefighter to take leave unless she is unable to safely (for herself and her unborn child) perform the essential functions of her position (of an available restricted duty assignment or an available less strenuous or hazardous position) with or without reasonable accommodation. The Fire Department will not, however, require a firefighter to accept an accommodation when she did not request an accommodation and/or chooses not to accept the Department's accommodation.

When a firefighter requires a restricted duty assignment, temporary transfer to a less strenuous or hazardous position, or other accommodation due to her pregnancy, she shall inform the Chief of the Department and the Human Resources Department of her needs with a letter from the attending physician setting forth: the medical justification for the requested accommodation or accommodations, a description of the reasonable accommodation or accommodations medically advisable, the date the reasonable accommodation or accommodations became medically advisable, and the probable duration of the reasonable accommodation or accommodations. It is the duty of the firefighter seeking a reasonable accommodation or accommodations to submit to the Department and Human Resources Department any documentation that is requested in accordance with this Section. The firefighter shall engage in a timely, good faith, and meaningful exchange with the City to assist it in determining effective reasonable accommodations for her condition.

The City shall reasonably accommodate the firefighter to the extent it is able to do so without imposing an undue hardship on fire operations. Where the accommodation is a restricted duty assignment, the employee will be required to choose to work either a 40 hour restricted duty schedule or a 24/48 restricted duty schedule. The initial choice will then be in effect until the employee is released to full duty or is no longer capable of performing any duties whatsoever. Where the employee is temporarily transferred, the employee will work the schedule of the position to which she was temporarily transferred.

The City shall have the right to require a pregnant firefighter to furnish statements from her attending physician certifying her ongoing fitness for duty. Any disputes as to the employee's fitness for duty shall be resolved in accordance with the procedures of Article X, Section B of this Agreement. Nothing in this Section is to be construed as establishing any form of permanent restricted duty. This Section is to be interpreted in accordance with applicable federal laws and the Illinois Human Rights Act, 775 ILCS 5/2-102(J), which shall control in the event of a conflict.

The Department assumes no special responsibility for any medical risks associated with the pregnancy, whether or not they relate to duty assignment.

ARTICLE XI

Leaves of Absence

Section A. Eligibility Requirements. Each employee shall be eligible for leaves of absence after successfully completing his probationary period as defined in Article II, A.

Section B. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee through the chain of command to the Chief of the Fire Department for approval or denial. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by the Chief of the Fire Department, and it shall be in writing.

Any request for a leave of absence shall be answered promptly, either denying or approving such request. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift in which the request is submitted.

The request for a short leave of absence – a leave not exceeding one (1) month – shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

Upon return to duty, employees shall be returned to the rank they held at the time the leave of absence was granted. However, the period of such leave of absence shall not accrue seniority for severance pay purposes. Severance pay shall be based upon “paid service time”.

Section C. Maternity/Paternity Leave. The employee shall be granted forty-eight (48) continuous working hours of paid maternity/paternity leave. Such leave shall be taken immediately upon relief of work. For purposes of this subsection, such leave may be also taken immediately upon the placement of the adopted child in the home. In either instance, neither a previously scheduled vacation day or Kelly Day, shall be included as part of the maternity/paternity leave. A previously scheduled vacation day may be moved to an open vacation slot. If a vacation slot is not available during the calendar year, the vacation day may be scheduled as an extra slot. If the Employer determines the extra slot is not feasible, the employee shall be compensated for the vacation day. Human Rights Act 95-225 shall be included in this section.

ARTICLE XII

Paid Leaves of Absence

Section A. Family Death. In the event of death in the family of an employee (spouse, parents, spouse’s parents, step-parents, children, step-children, brother, or sister, or employee’s or spouse’s grandparents, grandchildren), the employee shall be granted forty-eight (48) continuous working hours off with pay. Neither a previously scheduled vacation day or Kelly Day, shall be included as part of the family death leave. Such leave will be taken immediately upon relief of work.

In the event of death of the employee’s brothers-in-law, sisters-in-law, the employee shall be granted twenty-four (24) continuous working hours to make household adjustments, or to attend funeral services. Such leave will be taken immediately upon relief of work. Providing further, that the employee shall be granted any additional time for travel, if necessary, upon application to, and approval of, the Chief of the Fire Department through the chain of command. Such application shall be handled by the Chief of the Department with uniformity and without discrimination.

One 24 hour day is converted to three 8 hour days for forty (40) hour employees. Forty-eight (48) hours equal six 8 hour days.

Section B. Education. Employees shall be granted time off with pay to attend education conferences, seminars or other functions of a similar nature to improve or upgrade the employees’ skill and professional ability in the fire service. Educational opportunities shall be classified as mandatory (i.e. education that this is a condition of employment), or optional. The classes listed below shall be allocated to these categories as follows:

Mandatory

1. Basic Operations Firefighter
2. Advanced Technician Firefighter
3. EMT - B/D
4. Paramedic Class
5. Fire Officer Academy

~~6.~~ Special Teams (when directed by Employer)

6.

Optional

1. Fire Apparatus Engineer
2. University of Illinois (at U of I or remote)
 - a. Smoke-divers
 - b. F.A.S.T.
 - c. Extrication
3. Optional Special Team Classes
4. Firefighter III (Advanced Technical Firefighter) (For employees hired before June 1, 2000)
5. ACLS/SFV (Per Southern Fox Valley Emergency Medical Services System Letter Dated 9/30/02)
6. Fire Officer I, & II, & Chief Fire Officer classes.

New hires shall have six (6) years from their hire date to complete Firefighter III (Advanced Technician Firefighter) certification. This requirement does not apply to employees hired before June 1, 2000. Failure to complete certification in timeframe specified may be subject to discipline up to and including termination.

1. Reimbursement for Attendance. Employees who attend the educational classes listed above shall be reimbursed as follows:

Mandatory: Employees shall attend when directed by Employer.

- (1) Tuition, fees, books and
- (2) Department will provide coverage for the employee.
- (3) Department will pay overtime if applicable. (i.e.: class hours on non-duty days)
- (4) Travel expenses according to City policy.

Optional

- A. Tuition, fees, books and
- B. Department will provide coverage for the employee.
- C. Travel expenses in accordance with City policy.

Fire Officer Classes:

Employees attending Fire Officer, I, II or Chief Fire Officer classes: The Department will provide tuition given the employees attends and successfully completes the course. Barring any extenuating circumstances, the employee will be responsible for all costs if there is a failure to attend and successfully complete the course or withdraw from the course with penalty.

2. Priority for Selection. Priority for selection of employees to attend classes shall be as follows:

a.) Optional Classes: Optional classes shall be posted on the Department's E-Mail system and Union Bulletin Boards in each station no later than forty-five (45) days prior to the start of class (or as soon as the Department is notified of the availability of the class) if the Department receives such notice less than forty-five (45) days before the date the class is offered. The posting shall establish a two week application period. Interested employees who sign up for posted classes during such two week period shall have first priority to take the class. In the event more employees sign up than there are available openings, priority shall be determined as follows:

1st priority - - Employees possessing Firefighter III (Advanced Technician Firefighter) certification not excluding Lieutenant possessing Firefighter III certification or Advanced Technician Firefighter;

2nd priority - - The most senior employee;

For Fire Officer, I, II or III classes – Employees holding the rank of Lieutenant shall have first priority;

Among employees holding Firefighter III certification (Advanced Technician Firefighter) or Lieutenant rank, the most senior employee shall have priority.

All applications received after the two week period shall be prioritized on a first-come first-served as to any remaining openings.

If notice to the Department is insufficient to allow a two week posting period, the maximum posting period that can be scheduled shall be made and the priority shall be as described in this section for any such shorter posting period.

3. Fire Officer Academy (i.e. Mandatory Section, Item 6). Selection of employees to attend the Fire Officer Academy shall be at the sole discretion of the Fire Chief.

4. Funding. Nothing herein shall limit the Fire Chief's discretion to take into consideration budgetary limitations in determining the quantity and the subject area of courses for which funding will be provided.

Section C. Military Service. An employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service.

Both parties acknowledge and agree that the Employer must follow Federal and State law regarding employees ordered to temporary or permanent military duty. Each party agrees to cooperate with any such employee in restructuring work schedules as might be necessary for an employee to meet the responsibility for temporary military duty such as monthly meetings and summer camp requirements.

Section D. Emergency Leave. While on duty, the Battalion Chief may excuse any members from duty for a period of not more than eight (8) hours to visit sick or injured members of his/her family in an emergency or to address unanticipated household emergencies. Any excuse from duty for a period longer than eight (8) hours must be granted by the designated shift commander or Battalion Chief or his/her designee. However, the employee may be granted eight (8) hours of time off with full pay to make household adjustments or arrange for medical services relative to the sick or injured family member. Such time as well as the amount of time granted for certain household emergencies will be taken on a case by case basis and at the sole discretion of the Operations Chief or his/her designee.

Section E. Time Trades. Each employee shall be granted time trades with pay for any day or days on which he/she is able to secure another employee to work in his/her place, provided:

- (a) Such replacement shall be a person of equal or comparable skill.
- (b) Such substitution does not impose additional costs to the City.
- (c) Any request for time trades shall be submitted in writing on an approved form through the chain of command, starting with the Company Officer for his approval, not less than sixty-four (64) hours prior to the beginning of the duty day on which the trade is to become effective; provided, however, that in the case of special circumstances, the sixty-four (64) hour notification may be waived, at the discretion of the Fire Chief or designee. In such circumstances notification may be made by telephone. The Company Officer shall be responsible for notifying the Battalion Chief and obtaining his signature prior to the end of the duty day.
- (d) Such trades shall not exceed four (4) consecutive twenty-four (24) hour duty days at any one time.
- (e) In the case of Kelly Day trades, the employees involved in the trade shall fulfill the work assignment of the shift affected at their regular duty station, provided written notice of the Kelly Day trade is given to the Chief or designee no later than the first day of the month in which the affected shift is scheduled. If such notice is not given, the employee may be moved to a different duty station to fulfill the trade.

(f) 1. Time trades will be the responsibility of the individual scheduled to work the time trade. If the individual becomes sick or injured prior to the day of the time trade, it will be the individuals' responsibility to either 1) find another person to cover the time or 2) cancel the time trade.

2. If an employee fails to fulfill a time trade obligation on two (2) occasions within a twelve (12) month period, he/she shall lose the right to time trade for a subsequent twelve (12) month period. Any time trade not fulfilled will require a doctor's excuse on the Aurora Fire Department Return to Duty Form prior to returning to work. An employee shall not be penalized for failing to fulfill a time trade when the absence is caused by an approved FMLA leave or an on-duty injury on the day of the time trade.

Section F. Union Business. Members of the Union Executive Board shall be granted time off with pay at the request of the Union to attend the State and International biennial conventions. Such paid leave shall not exceed 192 hours for the members in total for each of the two conventions.

Section G. Subpoenas. When required to attend court outside of regularly scheduled work time due to being subpoenaed for an incident that occurred while on duty with the Aurora Fire Department, a minimum of three (3) hours of overtime pay will be issued regardless if upon showing up for court the individual is not needed. If an individual is kept longer than the three (3) hour minimum, then overtime will be paid accordingly.

ARTICLE XIII

Unpaid Leaves of Absence

Section A. Education. Employees who voluntarily are presently attending college to upgrade their education status or who shall attend school or college in the future, shall receive unpaid leaves of absence to take exams or conclude a course of instruction whenever the same shall conflict with duty hours.

Such leaves shall only be allowed upon application to, and approval of, the Chief of the Fire Department through the chain of command.

The City currently provides tuition reimbursement toward individual courses, associates, bachelor and master degree to the extent budgetary constraints allow.

Employees who wish to apply for the above may request reimbursement of expenses as herein provided by submitting a written proposal through the Fire Chief to the Human Resources Department at least four (4) weeks prior to enrollment on forms provided for such purpose.

Approval of such proposal must be expressed in writing by the Director of Human Resources prior to enrollment. The following factors shall be considered in granting or denying the request:

1. That adequate funding is available to make the reimbursement as herein provided.
2. That the course(s) are related to the employee's job duties and would enhance the employee's level of performance.
3. That the employee has performed satisfactorily in the department for at least twelve (12) continuous months prior to making the request.
4. That the employee signs an "employment" agreement which provides for repayment of tuition should he/she leave prior to one (1) year after completing the course(s) approved.

In order to obtain reimbursement, the employee is required to submit original receipts for tuition, as well as written certification that the approved course(s) have been successfully completed with a grade of "C" or better; or, in the event of pass/fail courses, a "pass" is required.

Section B. Military Service. Military leave for active service in the Armed Forces of the United States or in the State militia shall be granted in accordance with applicable State and Federal Law and upon written verification from the employee as to the dates, times, and locations of the active military service.

Section C. Family Medical Leave Act. Employees shall be entitled to leave in accordance with the Family Medical Leave Act Policy set forth in Appendix C of this agreement.

Section D. Eligibility Requirements. In order to be eligible for the foregoing unpaid leaves of absence, an employee must have successfully completed his probationary period as defined in Article II, A.

ARTICLE XIV

Insurance

Section A. Health Insurance.

1. Plan Design: All plans currently in effect shall remain in effect for the term of the Agreement. ~~The City's "Plan C" or HMO complete group hospitalization coverage implemented effective 1-1-14 shall be continued for~~ The City reserves the right to make any changes, reductions, modifications, deletions, or improvements with respect to employee health insurance (including but not limited to changes in insurance carriers, insurance plans, and opting for self-insurance, etc.), as it deems appropriate, so long as (i) the benefit levels for 2019 ~~and 2020~~ are substantially the same as the 2018 levels; and (ii) such changes are equally applicable to regular, non-exempt and exempt full-time unrepresented City employees. For reference purposes, the HMO and OAP plan summaries are available electronically on the City's internal Share Point Website.

2. High Deductible Health Care Plan: The City will offer employees the opportunity to participate in a High Deductible Healthcare Plan (HDHP) For reference purposes, the HDHP plan summary is available electronically on the City's internal SharePoint website.

For so long as a HDHP is offered to employees, to the extent permitted by law the City will establish Health Savings Accounts (HSAs) for those bargaining unit employees who participate and will contribute to those accounts based as follows. Beginning plan year 2019, the City will contribute on or about January 1st the following to an employee's HSA based on the coverage option he/she selects:

Coverage	Annual Contribution
Single	\$1,375
Employee plus one child(ren)	\$1,875
Employee plus spouse	\$2,000
Family	\$3,000

For those employees who participate in the HDHP plan effective January 1, 2019, and remain in the HDHP for 2020, the City will make a onetime \$250.00 contribution into the qualifying employee's HSA on or about January 1, 2020. The onetime \$250.00 HSA contribution will also apply to any employees newly hired in 2019 or 2020 who participate in the HDHP.

3. Deductibles, Out of Pocket Maximums, Co-pays: Effective July 1, 201~~9~~⁸, deductibles, out of pocket maximums, and prescription and office visit co-pays will be as follows:

(a) Deductibles	
<i>In Network</i>	<i>Out of Network</i>
\$750.00 (Single)	\$1500.00 (Single)
\$1,500.00 (Family)	\$3,000.00 (Family)

(b) Out of pocket Maximums (including deductibles):

<i>In Network</i>	<i>Out of Network</i>
\$2,750.00 (Single)	\$4,000.00 (Single)
\$5,500.00 (Family)	\$8,000.00 (Family)

(c) Prescriptions:

Prescription Co-Pays at Retail:	\$8.00 per script per month for generics \$50.00 for preferred \$100.00 for non-preferred
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Mail Order 90-Day Supply:	\$16.00 generics \$100.00 preferred \$200.00 non-preferred
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Office Visit Co-Pay	\$25.00
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4. Other Plan Alternatives: Nothing in this Agreement shall prevent the City from offering employees (or ceasing to offer employees) alternative medical insurance plans with varying levels of benefits, deductibles and co-pays so long as those plans (or the cessation of the same) are equally applicable to regular, non-exempt and exempt full-time unrepresented City employees.

5. Employee Contributions: Effective January 1, 2014 employees covered by these plans will contribute amounts as specified below for the applicable insurance option, which shall be deducted from their employee paychecks.

Employees will be required to pay the amount chosen by them toward the premium for health insurance coverage, which rate and percentage may be amended from time to time.

HMO

Employee	10% of Prevailing Premium
Employee + Child(ren)	10% of Prevailing Premium
Employee + Spouse	10% of Prevailing Premium
Employee + Family	10% of Prevailing Premium

PPO, EPO, POS, HDHP or Indemnity

Employee	12.75% of Prevailing Premium
Employee + Child(ren)	12.75% of Prevailing Premium
Employee + Spouse	12.75% of Prevailing Premium
Employee + Family	10% of Prevailing Premium

Effective July 1, 2019, employee contributions shall be:

HMO

Employee	15.25% of Prevailing Premium
Employee + Child(ren)	15.25% of Prevailing Premium
Employee + Spouse	15.25% of Prevailing Premium
Employee + Family	15.25% of Prevailing Premium

PPO, EPO, POS, HDHP or Indemnity

Employee	15.25% of Prevailing Premium
Employee + Child(ren)	15.25% of Prevailing Premium
Employee + Spouse	15.25% of Prevailing Premium
Employee + Family	15.25% of Prevailing Premium

Such contributions are to be made by deducting the appropriate percentage from the employee's bi-weekly paycheck.

6. Opt Out of Insurance: The City will permit any or all employees who are enrolled in one of the City's health plans to opt out, during open enrollment or as a result of a life change, of the City Plan C PPO or HMO insurance plans, provided such employee provides proof of other health insurance at the time of opt out. During each full calendar month an employee is not covered by a City Plan C PPO/HMO insurance, the City will pay such an employee the amount of two hundred dollars (\$200) per month. Any employee who opts out may apply to re-enroll at the next annual open enrollment period, or as a result of a life change, pursuant to the City health insurance plans. Effective January 1, 2019, the opt out payment will increase to five hundred dollars (\$500) per month.

7. Flex Plan Contribution. The Employer shall maintain in effect a plan that affords employers the option to exclude employee contributions for health insurance benefits from the employee's gross income pursuant to Title 26 USC §125 otherwise known as a Flex Plan.

8. Compliance with Health Care Legislation.

a. Nothing herein shall limit the right of the City to unilaterally make any and all changes it deems necessary in order for the insurance it provides pursuant to this Agreement comply with the Affordable Care Act ("ACA"), and other state, federal or local insurance and/or health care reform legislation, to avoid being subject to fees (including but not limited to the employer shared responsibility assessable payment), fines, taxes or penalties, (other than the Cadillac Tax which will be addressed in the next negotiations) including but not limited to, taxes/fees because employees are eligible to obtain subsidized or discounted insurance through an insurance exchange.

b. The parties recognize that if the AFA's "Cadillac Tax" (the excise tax on high cost employer sponsored coverage) is implemented, such tax will likely have a very high cost impact on the city. Accordingly:

- (i) The parties agree to meet and discuss at the City's request for purposes of reviewing the potential impact of the Cadillac Tax as more information becomes available; and
- (ii) The parties further agree that the Cadillac Tax impact will be a priority consideration at the next round of bargaining and the City's withdrawal of its Cadillac Tax proposal in order to resolve this contract shall be non- precedential in the next round of negotiations.

9. Insurance Cost Containment Committee

- a. Upon ratification of this Agreement, the City and Union will establish an Insurance Cost Containment Committee, comprised of 3 representatives from the Union, and 3 representatives of the City. In the event the City establishes such a committee including a number of its bargaining units, the Union will be given equal representation with the other included bargaining units.
- b. The purpose of the committee will be to review health insurance coverage options such as cost saving revisions to existing coverages, the provision of new coverage options, wellness and the like.

10. Notice of Changes pursuant to Subsections 1 or 8(a)er-7:

In the event the City decides to institute changes in accordance with Subsections 1 ~~or 8er-7(a)(a)~~ above, the City shall provide the Union Board with at least forty-five (45) days written advance notice of the changes. At the Union Board's request, the City and Union Board will meet and confer during the next fifteen (15) days to discuss the reason for the City's proposed action. If the City determines to proceed with the change, it will provide employees at least thirty (30)

days prior written notice of the change and if the change is not in conjunction with the annual open enrollment period, the City will provide for a special open enrollment period. In the event the Union determines to grieve the City's determination, the time for filing a grievance will be measured from the effective date of such a change. Such discussions, if any, shall not delay the implementation of changes.

Section B. Dental Insurance. The City provides to employees covered herein the same dental coverage as offered to other City employees. For such insurance, employees shall pay the same contribution towards premium costs, if any, as is paid by other City employees.

Section C. Employee Life Insurance. The City presently has in force a group life insurance program covering all Firefighters. The City also currently provides supplemental life insurance which the employee may purchase for themselves and their dependents. The full cost of supplemental life insurance shall be paid by the employees.

Section D. Retiree Health Insurance. Any employee retiring from the City shall be eligible for health and dental insurance under the City's group insurance program. For purposes of this Section "Retiring" shall mean that time in which the employee ceases employment with the City of Aurora by giving timely written notice of his/her chosen date of retirement and the employee is eligible to draw retirement/pension benefits. The retiring employee will be allowed to elect, at the time of retirement and on a one-time basis only, single and/or dependent coverage. Effective upon ratification, the group health insurance coverage shall be made available at twenty-two percent (22%) for retiree; twenty-nine percent (29%) for retiree +1; and thirty-one percent (31%) for retiree +family of the prevailing premium, as adjusted from time to time.

Retiree rates for retirees hired on or after January 1, 2011 are as follows: Those retiring with twenty (20) or more years of service credit will pay forty percent (40%) of the prevailing premium, as adjusted from time to time.

Those retiring with less than twenty (20) years of service will pay one-hundred percent (100%) of the prevailing premium in retirement, as adjusted from time to time.

Retiree rates for retirees hired on or after January 1, 2014 are as follows: Those retiring with twenty (20) or more years of service credit will pay fifty percent (50%) of the prevailing premium in retirement, as adjusted from time to time.

Those retiring with less than twenty (20) years of service will pay one-hundred percent (100%) of the prevailing premium in retirement, as adjusted from time to time.

The dental insurance coverage for retirees shall be made available at the same contribution toward premium costs for such coverage as is paid by other City employees.

In the event the retiree fails to pay specified premiums to the City within thirty (30) days of the premium due date his/her health/dental insurance coverage shall automatically be terminated by the City.

The annual contribution increases will be capped at no more than twelve and one-half percent (12.5%) of the prevailing premium per year. The percentage deducted from severance pay will be credited towards the cost of retiree health insurance premiums.

Once a retiree opts out, or is cancelled for non-payment of the City's health insurance plan, that action shall be final and said retiree shall not be allowed to retain coverage through the City of Aurora again.

Section E. Retiree Supplemental Insurance. Supplemental insurance coverage for covered retirees and covered spouses reaching age sixty-five (65) shall be as provided for in the City of Aurora Health Insurance Plan Document. The group health insurance coverage shall be made available at twenty-two percent (22%) for retiree; twenty-nine percent (29%) for retiree +1; and thirty-one percent (31%) for retiree +family of the prevailing premium.

Upon attaining the age of 65, the premium paid by the retiree will be frozen at whatever applicable premium level being paid at that time.

A retired employee, who by virtue of new employment becomes eligible for group health benefits as a result of such employment, may choose to continue coverage with the City of Aurora provided, however, that such retiree must utilize his/her new employer's health insurance plan as their primary insurance and the City's insurance as secondary and supplemental only.

Section F. The Employer agrees to make such group hospitalization-medical coverage available to the widow and eligible dependent children of a deceased employee, at the prevailing retiree premium. Such coverage shall be at the widow's expense and will terminate upon the date of the surviving spouse's remarriage or death. Such coverage shall be in compliance with Public Act 83-1474 as amended an approved September 24, 1984.

Section G. Any employee who is eligible under Fire Pension law for a non-duty disability pension, and who is actually on disability, due to a life threatening and/or debilitating condition shall be eligible for insurance coverage. The group health insurance coverage shall be made available at twenty-two percent (22%) for retiree; twenty-nine percent (29%) for retiree +1; and thirty-one percent (31%) for retiree +family of the prevailing premium.

Any anticipated change of insurance benefits as agreed upon in the above Section (percentage payment amounts: retirement payment percentages), shall be communicated to the union; and subject to negotiation and mutual agreement of other parties.

Section H. Variable Employee Medical Account. The City shall participate in a Variable Employee Medical Account (VEMA) for individuals covered by this agreement. The City is authorized to contribute an amount equal to \$1000 annually on behalf of each member covered under this agreement to the plan trustee in accordance with the Plan document and applicable participation agreement, or a pro rata basis. Upon separation, the City shall contribute to the VEMA, as an employer contribution, a net severance payment equivalent to severance pay pursuant to Art. XVIII, less the mandatory contribution to the City's regular health/dental insurance plan referenced in Art. XIV and less any voluntary direct employee contribution to the City's regular health/dental plan. If applicable, the City shall make the net severance payment to the VEMA in lieu of making a compensation payment to the employee. In addition, the employee shall be responsible for paying the cost of the applicable annual administration fee to VEMA. The parties agree to meet during the term of this agreement to discuss other elements of the plan that may arise.

ARTICLE XV

Wages

Section A. Wage Schedule. Employees shall be compensated in accordance with the wage scheduled attached to this Agreement and marked as Appendix A. Said attached wage schedule shall be considered a part of this Agreement.

When any new position is established that is encompassed within the bargaining unit, and the position is not listed on the wage schedule, the Employer shall negotiate with the Union a rate structure for the position.

Unless mutually agreed upon by the Union and the Employer, employees shall move from the minimum step to the maximum step in the pay range in increments as are set forth in said Appendix A.

Section B. Pay Period. The salaries and wages of employees shall be paid every two weeks. In the event this day is a holiday, the preceding day shall be the pay day.

Section C. Regular Rate. Computations for holidays, vacations and approved pay for times not worked shall be based on 2589 hours per year.

Section D. Pension Income. **The City will agree to treat as pensionable all income that is allowable under state statute and the regulations of the Illinois Department of Financial and Professional Regulation.**

ARTICLE XVI

Special Events

Employees who accept invitations to participate in parades or special events for any private person or organization shall come from off-duty staff. Off-duty employees who volunteer for such parades or special events shall not receive compensation from the City. Fire Department equipment cannot be used without the permission of the Fire Chief. On-duty personnel strength shall not be reduced to provide such services unless mutually agreed upon by the City and the Union.

ARTICLE XVII

Seniority

Section A. Definition. Seniority to be defined as length in grade of position.

Section B. Seniority Lists. After completion of the probationary period, seniority shall be retroactive to the original date of hire. Once each year, the Employer shall post on all Union bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority of an employee whose service is interrupted because of military service shall accumulate. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, or unauthorized absence from duty in excess of fifteen (15) consecutive calendar days.

There shall be no deduction from continuous service for any time lost which does not constitute a break in service.

Time off active duty due to paid disability shall not constitute a break in continuous service. The term "paid disability" shall include disability payments under the provisions of the Illinois Workers' Compensation Act.

ARTICLE XVIII

Severance Pay

An employee upon an honorable termination of service shall receive severance pay, according to the schedule listed below. Said termination shall be based upon five (5) full years of paid time (active service). Unpaid time shall not be credited toward active time.

<u>SERVICE</u>	<u>RATE</u>
Twenty-five (25) full years of active service and over	Five and one-half (5.5) month's salary
Twenty (20) full years of active service through twenty-four (24) years	Four (4) month's salary
Ten (10) full years of active service through nineteen (19) years	Two (2) month's salary
After five (5) full years active service through nine (9) years. (this shall include five (5) full working years.)	One (1) month's salary

Unless the employee opts out of retiree insurance, the contribution required by Article XIV, Section D Retiree Health Insurance shall be deducted from the retired employee's severance pay; however, the obligation to pay retired employee coverage under Article XVIII shall begin after the time of severance expires (provided the retired employee may still prepay retired employee coverage in accordance with past practices).

ARTICLE XIX

Discipline and Discharge

- A. Disciplinary actions instituted by the Employer shall be for just cause. Where appropriate, the following progressive discipline will be utilized, it being understood that, dependent upon the severity of the offense, discipline may be initiated at any of the steps mentioned below:
1. Oral Reprimand.
 2. Written Reprimand.
 3. Suspension.
 - a. First Suspension: Minimum of twelve (12) hours or more (to a maximum of five (5) twenty-four (24) hour shift days).
 - b. Second Suspension: Minimum of one (1) twenty-four (24) hour shift or more (to a maximum of ten (10) twenty-four (24) hour shift days).
 - c. Suspension pending discharge (not to exceed ten (10) twenty-four (24) hour shift days).
 4. Discharge

Oral reprimands may be appealed through the grievance procedure but are not arbitrable. If the Employer has reason to reprimand an employee, it should be done, if possible, in a manner that will not embarrass the employee before other employees or the public.

- B. Copies of all suspensions and discharge notices shall be provided to the employee and the Union. Discipline and discharge shall be subject to the grievance procedure, up to, and including arbitration; provided, however, that the disciplinary procedures specified in Appendix B shall apply to any disciplinary action arising with respect to the Drug and Alcohol policy set forth in said Appendix.

Any law, ordinance or regulation to the contrary notwithstanding, all disciplinary actions set forth in Section A of this Article or in Appendix B shall be within the authority of the Chief of the Department or designee to impose. The grievance and arbitration procedure of this Agreement is hereby declared to be the exclusive mechanism for appealing such disciplinary actions, expressly supplanting any appeal rights that an employee might otherwise have under Aurora Civil Service Commission rules and regulations and/or 65 ILCS 5/10-1-1, et seq.

- C. Any Employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits, and other conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a grievance settlement or deemed appropriate by an arbitrator.
- D. Disciplinary action recorded in the employee's personnel files shall not be used after twenty-four (24) months to justify subsequent disciplinary actions, except for a related offense. All records of disciplinary actions in an employee's file shall be removed by the Employer upon request from an employee and given to the employee after the twenty-four (24) month period. In order to defend against possible charges and/or state or federal compliance, any discipline removed from an employee's personnel file may be retained by the City in the City's legal file.
- E. The Employer will conduct disciplinary investigations when it receives complaints or has reason to believe an employee has violated the rules and regulations of the Aurora Fire Department and/or just cause for disciplinary action exists.

If practicable, prior to taking any final disciplinary actions and concluding its investigation, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him of the reasons for such contemplated disciplinary action. Copies of the following documents shall be given to the employee, if so requested in writing, at this notification and review meeting:

1. Allegation of violation of rules and regulations, and who made them.
2. Statement of charges.
3. Acknowledgement of notification and review.
4. Disciplinary officer's recommendations.

5. Copies of the employee's relevant past discipline.

The employee shall be entitled to Union representation at such meeting if so requested prior to the meeting and shall be given the opportunity to rebut the reasons for such proposed discipline.

It is agreed, however, that in no case shall the suspension or discharge of a probationary employee as defined in Article II, A of this Agreement be subject to the grievance and arbitration procedures of this Agreement.

F. Review of Personnel Records. The City and the Union mutually agree that the Illinois Review of Personnel Records Act, 820 ILCS 40/1, et seq.; as amended, shall be incorporated into this Agreement as if fully set forth herein.

It is agreed that any material and/or matter not available for inspection such as provided above, shall not be used in any manner adverse to an employee's interest.

G. The City and the Union do mutually agree that the Illinois Firemen's Disciplinary Act, 50 ILCS 745/1, et seq., as amended, shall be incorporated into this Agreement as if fully set forth herein. A copy of the Act is attached hereto as Appendix H.

ARTICLE XX

Grievance and Arbitration

Section A. Grievance and Arbitration Procedure. Any dispute which may arise between the Employer and an employee or the Union involving the application and interpretation of this Agreement shall constitute a grievance and shall be settled in the following manner:

Step I Within ten (10) days of the occurrence in dispute, a grieving employee, with or without a Union Steward from his shift, shall submit a signed, written grievance to his Grievance Officer. The Grievance Officer shall give his written response within ten (10) days after receipt of the grievance.

Step II If the grievance has not been settled, it shall be submitted in writing by the Union Steward to the Chief or designee within five (5) business days after receipt of the Grievance Officer's response. The Chief shall give his written response within five (5) business days after receipt of the grievance.

Step III If the grievance has not been settled, it shall be submitted in writing by the Chairman of the Grievance Committee to the Director of Human Resources within five (5) business days after receipt of the Chief's response. The Director of Human Resources shall give his written response within five (5) business days after receipt of the grievance.

Arbitration If the grievance has not been settled, either the Employer or the Union may refer the grievance to arbitration within ten (10) business days after receipt of the Director of Human Resource's response in Step III. The referring party shall, within ten (10) business days thereafter, submit a written request, with a copy to the other party, for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The request shall specify that the panel shall be composed only of arbitrators who are members of the National Academy of Arbitrators and who reside in the Midwest area (Illinois, Indiana, Michigan, Wisconsin). If said request is not made within said ten (10) business day limit, the grievance shall be considered waived. Either party may reject one entire panel. Thereafter, both the Employer and the Union shall alternately strike one name at a time from the panel until only one name remains. The party who strikes first shall be determined by a coin flip. The remaining name shall be the arbitrator.

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or

inconsistent with or modifying the application of supervening federal laws and rules and regulations having the force and effect of supervening federal law, or any state statute or rule or regulation having the force and effect of statute which is not superseded by contrary provisions of this Agreement pursuant to Section 15 of the Illinois Public Labor Relations Act (5 ILCS 315/1, et seq.). The arbitrator shall submit his decision in writing within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Expenses for the arbitrator's services, if any, shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires, a verbatim record of the proceedings shall be made, and the cost of the court reporter's attendance and arbitrator's copy of transcript shall be borne as above provided for arbitrator's services.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Employer and the Union representatives involved in each Step. The term "business days" as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays and holidays on which City Hall is closed.

Section B. Grievance Committees. Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee.

The Chief of the Fire Department and the Assistant Chiefs shall meet at least once every three (3) months, at a mutually convenient time, with the Union Grievance Committee, if needed. However, meetings may be held as often as necessary to handle grievance matters.

All grievance committee meetings, including the regular quarterly meeting, shall be held during working hours, on the Employer's premises, and without loss of pay.

The purpose of grievance committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Chief of the Fire Department other issues which would improve the relationship between the parties.

Section C. Processing Grievances During Working Hours. Grievance committee members may investigate and process grievances during working hours without loss of pay. Such activities shall be scheduled, as far as possible, at times not requiring call-in of employees.

ARTICLE XXI

General Provisions

Section A. Pledge Against Discrimination and Coercion. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or handicap unrelated to ability in accordance with State and Federal Law. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer's representative against any employee because of Union membership or because of any employee activity of an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section B. Union Bulletin Boards. The Employer agrees to furnish and maintain one bulletin board in each Fire Station to be used by employees. The responsibility for such items on the bulletin board rests with the Union Executive Board. The bulletin board shall (1) be located in an area of the Station that offers ready access and full visibility and (2) measure approximately 2' x 3'.

Section C. Union Activities on Employer's Time and Premises. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:

1. Attend negotiation meetings with the Employer without being required for duty;
2. Transmit communications, authorized by the Local Union or its officers, to the Employer or his representatives;
3. Attend Union meetings (the Chief of the Fire Department shall direct all officers that since attendance at Union meetings is important to all Union personnel, all employees shall be allowed to attend said meetings at the discretion of the Fire Chief or designee on duty. However, such permission shall not be unreasonably withheld);
4. Consult with the Employer, his representatives of Local Union officers concerning the enforcement of any of the provisions of this Agreement. The employee shall have the right to have a Union representative present, if he should so choose, at any time he feels it may be necessary when he is called to attend a meeting by the Fire Chief or designee on duty when it concerns the provisions of this Agreement.

Further, when there exists the possibility of disciplinary action, ample notice of meeting content will be given to the employee.

Section D. Visits by Union Representatives. The Employer agrees that accredited representatives of the International Association of Fire Fighters, whether local, district council, or international representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business. Meetings may be held in the Fire Station and scheduled at times not interfering with regular Fire Department operation with the exception of regular Union meetings to be held on the Fire Department premises the first Tuesday of each month. The Chief of the Fire Department shall be informed three (3) days in advance of all meetings held. The name and official position of each Union representative from district council or international shall be furnished to the Chief in writing before such representative has access to the premises of the Employer.

Section E. Work Rules.

1. When existing rules are changed, or new rules are established, they shall be posted prominently on Union bulletin boards. Such changed rules or orders shall also be issued to individual Stations for posting in the manual. The Captain of each Station shall be responsible for maintaining updated manual of rules, SOP's and ensuring that new employees are initially advised of the contents of said manual.
2. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.
3. Any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance and arbitration procedure. Any unresolved complaint pertaining to a new or existing rule shall be resolved through the grievance procedure.
4. The Employer further agrees that employees shall not be required to do the work of other tradesmen (e.g., carpentry, electrical, painting, plumbing or other building trades), while on duty.

Section F. Physical Examination. Once each calendar year, during the term of this Agreement, each employee may undergo, at the City's expense, a general physical examination by the employee's personal physician.

The results of the physical examination shall remain confidential and shall be considered privileged information between the employee and his/her physician. The Employer shall not be entitled to see the results or obtain copies thereof. Upon completion of the physical examination, the employee will deliver to the City Human Resources Department a simple written statement from his/her physician that he/she has been examined.

The medical information which is contained in an employee's personal medical records as a result of the physical examination will not be used against the employee in any action seeking his/her discharge from the Fire Department. In addition, the Employer agrees not to seek the results of same by subpoena. An Aurora Fire Department memorandum dated November 27, 1990, is appended to this Agreement (Appendix D) as a reference guide for a general physical examination.

Section G. Health Fitness Memberships. The City shall reimburse an employee for the cost of a membership in a health, fitness or accredited martial arts facility upon presentation of a paid receipt from the facility to the City Human Resources Department. Reimbursement shall not exceed \$450 per calendar year.

Section H. Education Stipend. Members of the bargaining unit will receive an annual stipend for (1) college degree payable on or about payroll #12. Members must provide proof of degree prior to payment of stipend.

Associates Degree
\$300

Bachelors Degree
\$600

Section I. Company Level Inspections. The City has the right to conduct basic fire safety inspections at the company level. Where possible, such inspections shall be conducted within customary work routines. Such inspections shall be performed by a company, with a company officer acting as inspector and the accompanying firefighters serving as assistants. The City agrees to establish and maintain a training program on inspections for company officers. The company officer assigned to carry out inspections shall utilize a fire safety check list. The parties agree to cooperate through the Labor-Management Committee in preparing a fire safety check list and in the resolution of any problems that may develop in its implementation. Any complaints relating to such implementation may be raised informally with the Fire Marshal.

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

Section K. Residency. The City shall not change its residency rules applicable to members of the bargaining unit without giving at least sixty (60) days prior written notice to the Union and an opportunity to negotiate over such proposed change. The parties further agree that any impasse in such negotiations shall be resolved by submitting the dispute to interest arbitration, except that the arbitrator shall be selected in accordance with the procedures of the arbitration steps of this Agreement, Article XX, Section A.

Section L. Weather Related Training Guidelines. Below are the guidelines for weather related training. During the occasions specified below, alternative training may be scheduled.

These guidelines will be determined officially by the Operations Chief of the Fire Department.

These guidelines may only affect training which would involve firefighters being exposed directly to the weather elements.

Cold Weather

- 15 degrees Fahrenheit or less
- 15 degrees Fahrenheit or less wind chill factors regardless of ambient air temperature

Hot Weather

- 90 degrees Fahrenheit or greater
- 90 degrees Fahrenheit or greater heat index regardless of ambient air temperature

ARTICLE XXII

Uniforms

Section A.

The City shall replace (and issue to new employees) uniforms and turnout gear listed on Appendix E (excluding optional items), pursuant to the procedure set forth below in Section B. The turnout gear set forth in Appendix E shall be in accordance with N.F.P.A. Standards. It is further agreed that any changes in the style, make, color, style number of the articles of clothing and any changes in the requirements shall be as recommended by the Health and Safety Committee and approved by the Chief and such approval shall not be unreasonably withheld.

Employees shall bear the cost of maintaining their own uniforms, except uniforms damaged in the line of duty. Uniforms (excluding optional items) which are damaged in the line of duty shall be replaced by the City at no cost to the employee pursuant to the replacement procedure set forth in Section B of this Article. Only those items listed under New Employee/Current Employee Replacement Items shall be included in the replacement system and allowed as approved uniforms/gear.

It is hereby further agreed between the Union, Local 99, International Association of Firefighters, AFL/CIO/CLC, and the Employer, City of Aurora, that each member of the bargaining unit may travel to and from work in clothing other than his/her uniform or may mix part or parts of his uniform with suitable attire.

Section B. Approved uniform shorts will be permitted to be worn May 1st through September 30th only. This article of clothing is an optional item and is to be purchased and replaced at the firefighter's expense. Shorts are to be worn in accordance with Aurora Fire Department Order #112.01

Section C. Replacement Procedure. When requesting the replacement of an item covered by the replacement system, the employee shall submit a Request for a Replacement form to the Department. If the Department designee approves the Request for Replacement form, which such approval shall not be arbitrarily withheld, the individual shall be given a replacement. It is understood that item(s) may be appropriately repaired rather than replaced, if in the judgment of the Department designee, it is feasible to repair the item(s).

Following the receipt of a repaired or replaced item by the City, it shall be promptly issued to the employee. If a newly issued item does not fit because the employee specified an inaccurate or improper size, then it shall be the employees' responsibility to have the item altered or exchanged.

Pursuant to the foregoing replacement procedure, the City shall replace uniform items and turnout gear as listed in Appendix E (excluding optional items) through vendors selected by the City, provided that the employee must first turn in worn out or damaged uniform and equipment items to the Department designee provided that existing turnout gear items purchased by the Employee may be retained by the Employee. Any such item which is lost or misplaced shall be replaced by the employee at their expense; provided that if the employee is able to establish to the reasonable satisfaction of the Station Captain that any such item has been lost or misplaced during the performance of emergency duties or while in training, due to circumstances beyond the employees' reasonable control, the employee shall not be required to pay for the replacement.

All SCBA's shall be NFPA approved. It shall be the responsibility of fire suppression personnel to properly clean and maintain SCBA's as required. It shall be the responsibility of the Department to provide the necessary supplies for such purposes. The Department shall fit and test the SCBA's in accordance with NFPA approved standards.

Section D. Optional Clothing and Gear. Each employee in the bargaining unit shall receive an annual stipend of \$650.00 for the purchase and maintenance of approved optional clothing and gear. Said stipend shall, be paid out on or about Payroll #5, each year.

ARTICLE XXIII

No Strike – No Lockout

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any strike, work stoppage, slowdown, or withholding or services during the term of this Agreement.

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE XXIV

Paramedics

Section A. Staffing. The parties mutually agree that it is the goal of this Agreement to have a sufficient number of personnel to fill vacancies in or increases to the number of paramedic units the City will operate.

The paramedic service of the Aurora Fire Department shall be staffed with Firefighters who have secured paramedic certification with the State of Illinois and the Emergency Medical System under which the Aurora Fire Department operates its advanced life support service.

For purposes of this Article, the manpower required to staff the paramedic program shall be the number that is reasonably required to operate the program based upon existing staffing patterns.

In the event that the number of employees seeking application in the paramedic program exceeds the number of paramedics required to staff the program, such application shall not be denied, but may be limited to two (2) additional per year.

In the event that the number of employees participating in the program falls below the number of paramedics required to staff the program, the paramedic(s) required to staff the program shall be secured in the following manner.

1. If sufficient applicants are not obtained, firefighters appointed after January 1, 2000, may be required as a condition of continued employment, to become certified as a paramedic in the Emergency Medical System under which the Aurora Fire Department operates its advanced life support service. Upon acquiring EMT-A status, the selection shall be made from firefighters with the least seniority, after completion of their probationary period.
2. No firefighter hired prior to January 1, 2000 shall be subject to mandatory assignment to paramedic service, neither however, are they prohibited from volunteering for paramedic service.
3. Firefighters volunteering for paramedic service shall serve four (4) years in that capacity after acquiring paramedic certification with the State and proper Emergency Medical System. Firefighters selected under Subsection 1, shall serve six (6) years as a paramedic after acquiring paramedic certification with the State and proper Emergency Medical System. Any Paramedic hired after January 1, 1998, and who is affiliated with the Southern Fox Valley EMS System, will be required to serve six (6) years in the capacity of Paramedic. Any paramedic hired on or after January 1, 2017, will be required to serve eight (8) years in the capacity of paramedic.
4. A firefighter who submits satisfactory medical evidence of unsuitability for paramedic service shall be excused from the program. A City selected physician must also certify unsuitability of said paramedic.
5. Paramedics electing to leave the program after their time of service is up shall provide notice, in writing, at least twelve (12) months prior to the date of leaving the service. Paramedics shall not be prohibited from rescinding such notice and continuing in the paramedic service. A Paramedic with length of service less than required may request a transfer, subject to the approval of the Fire Chief.

Section B. EMS Support Position. The forty (40) hour per week EMS Support Position will report to the EMS Battalion Chief or designee. The Position shall be filled by appointing the most qualified applicants from a list of certified paramedics who have completed a written application and have a minimum of ten (10) years of service with the Aurora Fire Department and six (6) years of service as an Aurora Fire Department paramedic.

Section C. Senior Paramedic. The City shall establish the position of Senior Paramedic. One (1) Senior Paramedic will be assigned per station that houses either an ambulance or a non-transport ALS engine. These positions shall be filled by the City by appointing the most senior Paramedic in continuous service with the Aurora Fire Department (not job seniority) from a list of certified Paramedics. The list shall be composed of employees who submit a written application and resume. In the event that employees have the same certification date, selection shall be made after an oral interview with the Chief and/or designee.

Any employee who wishes to be relieved of his/her duties as Senior Paramedic may do so in writing to the Chief of the department. The Chief shall have the discretion to reassign an employee at any time for documented lack of performance.

The Senior Paramedic will report to the EMS Battalion Chief any issues concerning the ambulance, but will be under the direct supervision of the Company officer.

The Senior Paramedic will be responsible for, but not limited to, the duties listed in Aurora Fire Department Order No. 102.18 dated October 26, 1994.

ARTICLE XXV

Promotions and Transfers

Section A. Promotions.

1. General. Promotions to the ranks of Lieutenant and Captain shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, 50 ILCS 742 (hereinafter the "Act"). A copy of this Act is attached as "Appendix G" to this Agreement. Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act.

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

3. Eligibility. All promotions shall be made from members of the bargaining unit employed in the next lower rank to the promoted rank. Within such ranks, employees eligible to challenge the promotional examination shall consist of employees who meet the following requirements:

Lieutenants: All Firefighters or Firefighter/Paramedics who have completed at least six (6) years of service on the Aurora Fire Department (AFD).

Captains: Eligible employees shall consist of Lieutenants who have completed at least one (1) year in rank on the AFD.

For all promotional examinations, the anniversary date of service determining completed years of service for eligibility shall be calculated based upon any anniversary date falling in the calendar year in which the written promotional examination is administered.

4. Weight of Rating Factors. All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following three (3) components weighted as specified:

	<u>Lieutenants</u> <u>% Weight</u>	<u>Captains</u> <u>% Weight</u>
(1.) Written examination (§35)	50	50
(2.) Seniority (§40)	30	30
(3.) Structured Oral Interview	20	20

5. Test Components. Test components shall be administered in the order and in the manner described below:

(1) Structured Oral Interview. Oral interviews shall be conducted according to the protocols described in the attached "Appendix F".

Panel Members: The testing company shall be contacted to conduct the structured oral interview (SOI). The panel shall consist of assessors who are certified by the JLMC who are active or retired fire officers with work experience similar to the fire officers in Aurora. The panel of assessors and the selection of assessors from the panel to conduct the SOI shall otherwise be composed and selected in accordance with the procedures of 50 (h) of the IFDPA, 50 ILCS §742/50(h).

Interview Order: Absent approval of the Chief and the highest ranking Union officer not taking the exam, candidates shall be interviewed in the following order: (1) candidates who were on the most recent eligibility list, from highest score to lowest score; and then (2) for candidates not on the most recent eligibility list, from most senior to least senior.

Premature Disclosure of Interview Information is Prohibited. In order for all promotional candidates to be evaluated fairly, candidates who already have completed the structured oral interview are prohibited from disclosing information (including but not limited to questions, answers, questions not asked, etc.) about their interview to anyone until such time as all candidates have completed the structured oral interview process. Likewise, candidates who have yet to be interviewed are prohibited from receiving such information about other candidate's interviews until such time as all candidates have completed the structured oral interview process. Any candidate who divulges or receives such structured oral interview information, or attempts to do so, in violation of this prohibition shall be disqualified from the promotion examination, removed from the eligibility list, or demoted from the rank to which he was promoted, as applicable, and otherwise subjected to disciplinary actions.

(2) Seniority Points. Seniority points shall be calculated according to the following schedule. The term "year" as used below, means the employee's length of continuous service as defined in Article XVII, Section A, based on the anniversary date of service during the calendar year in which the written promotional test is administered:

<u>Lieutenants</u>		<u>Captains</u>	
6 year	70	1 year	60
7	72	2	62.9
8	74	3	65.7
9	76	4	68.6
10	78	5	71.4
11	80	6	74.3

12	82	7	77.1
13	84	8	80
14	86	9	82.9
15	88	10	85.7
16	90	11	88.6
17	92	12	91.4
18	94	13	94.3
19	96	14	97.2
20	98	15	100
21 & up	100		

(3) Written Examination. The written examination shall be administered in accordance with the procedures set forth below:

a) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test or offsite by a bona fide testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

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

c) Each department shall maintain reading and study materials for its current written examination and the reading list for the last two (2) written examinations or for a period of three (3) years, whichever is less, for the ranks of Lieutenant and Captain and shall make these materials available and accessible at each duty station.

The study material shall consist of a maximum of six (6) books, three of which shall be: the parties' collective bargaining agreement, the AFD SOPs and the AFD Order book. Three other books may be designated by the Fire Chief. In addition, other necessary study materials may be added as reasonably determined by the Fire Chief after careful consideration of materials recommended by the Union from materials recommended by the Illinois Fire Chiefs Association (IFCA).

(4) Veteran's Preference Points. A candidate on the preliminary promotion list who is eligible for veteran's points under the laws and agreements applicable to the department may file a written application within ten (10) days after the initial posting of the preliminary promotion list. The veteran's points shall be calculated as provided under §55 of the Act and added to the candidate's total score. The City shall then make adjustments to the rank order on the preliminary promotion list based on any veteran's points.

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

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

Veteran's preference points shall be awarded as provided under §55 of the Act and under Section 15.5(4) of this Article. After veteran's points are awarded, the final adjusted promotion list shall then be posted on the bulletin board at each fire station and copies provided to the Union and all candidates.

7. Right To Review. Pursuant to Article XX of the parties' collective bargaining agreement, the Union or any affected employee who believes an error has been made with respect to the administration of any test component or any procedure provided under this Article, shall have a right to review of the matter, subject to the following conditions:

a) The grievance shall be limited to disputes relating to a claim that the City failed to follow the requirements of this Article in administering the test. Only such objective grievances shall be allowed under the parties' grievance procedure, contained in Article V;

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

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

9. Maintenance of Promotional Lists. Final eligibility lists shall be effective for a period of two (2) years so that both the Captains and Lieutenants lists shall expire on the same day.

10. Promotional Testing Dates. Every attempt will be made to complete the testing process by the end of April during the testing year, barring any unforeseen circumstances or events beyond Civil Service's control.

11. Tiebreaker. In the event of a tie after computing the three (3) components of the testing process, the individual with the most seniority according to the seniority list shall be placed ahead of the individual with less seniority.

12. Rounding. When computing the oral and written test scores, no rounding either up or down of decimals will take place. The scores will be computed using all decimals.

Section B. Acting Out of Rank. When regularly assigned company officer is temporarily or unexpectedly absent from his duty station and not available to respond to a call for a period of less than 4 hours, or when there is less than 8 hours remaining in the shift, the vacant position shall be filled in the following order of priority;

1. by the assignment of a relief Lieutenant, if available;
2. by assigning the most senior firefighter in the Company on the shift who accepts the assignment to act in the capacity of the higher ranking officer, if the recall of an off duty Lieutenant is not practicable;
3. If the period of time becomes greater than 4 hours or there are more than 8 hours remaining in a shift, then by recalling a Lieutenant from the overtime list;
4. if no Lieutenant is available through the call-in procedure, the Battalion Chief will be notified to fill the vacancy with an AFD Captain.

A firefighter thus assigned to act in the capacity of a higher ranking officer shall be compensated for all hours worked in that capacity at the base pay rate for the rank of Lieutenant. It will be the responsibility of the firefighter to assume all of the duties of the Officer while filling in.

Section C. Transfer. The City has the right to transfer employees between stations. Such transfers shall not be made punitively, arbitrarily, or capriciously. If an employee wishes to request a voluntary transfer, he shall submit such request for consideration through the chain of command. A 30 day notice will be given for annual end of the year transfers prior to the effective date of the shift transfer.

An involuntary transfer of an employee to a different shift shall not be made except to balance shifts in conjunction with filling vacancies created by promotions, retirements, resignations or other vacancies or as a last resort to address other non-punitive bona fide operational needs.

ARTICLE XXVI

Labor-Management Committee

A Labor-Management Committee, shall be established to discuss items of mutual concern to the parties. The City and the Union shall each designate representatives to attend such meetings. Meetings of the Labor-Management Committee may be scheduled at any time by mutual agreement of the parties, but no less often than once per calendar quarter. Agenda items for each meeting shall be agreed upon in advance of the meeting, and items may be added or deleted only by mutual agreement once the agenda is established. A quorum necessary to conduct business will be established by the parties at the first meeting, subject to later modification by mutual agreement.

It is agreed that Labor-Management meetings are exclusive of the grievance and arbitration procedures and shall not be utilized as a forum for by-passing the grievance procedure. Pending grievances are not to be discussed in detail at such meetings.

Unless mutually agreed otherwise, the time and location of Labor-Management meetings and the procedures for the release of employees to attend such meetings shall be the same as provided by Article XX, Section B of this Agreement. Minutes of Labor-Management Committee meetings shall be prepared and any agreements reached therein shall be implemented.

ARTICLE XXVII

Drug and Alcohol Testing Policy

The parties mutually agree that the Drug and Alcohol Testing Policy set forth in Appendix B to this Agreement shall control in all such matters. Said Appendix is to be considered a part of this Agreement, as if fully set forth herein.

ARTICLE XXVIII

Saving Provision

If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable supervening Federal or State law governing the Fire Department or the relations of the parties hereto, such term or provision shall continue in effect only to the extent permitted by such law, provided that such article or parts of articles cannot be amended to be applied and valid under such law. If, at any time thereafter, such term or provision is no longer in conflict with any supervening Federal or State law, such term or provision, as originally embodied in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is in conflict with any other City ordinance, local Civil Service Ordinance or rule, then the terms of this Agreement shall prevail over such conflicting terms. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

ARTICLE XXIX

Health and Safety Committee

The City and the Union agree that protecting the safety and health of employees in their work environment requires the concern of the City, Fire Department, and Union. In order to promote this concern among all employees, a joint Safety Committee shall be established consisting of three (3) members each from Union and Management. One (1) additional member shall be appointed as a designee of the Mayor, such individual not to be an employee of the Fire Department, who, when present, shall facilitate the meetings. Members shall be appointed by their respective associations.

The Safety Sub-Committees shall consist of one (1) Union member and one (1) Management Supervisor at each station. These Sub-Committees shall have responsibility for the safety of their respective stations.

The joint committee shall:

1. Meet at least once each month on established dates, without loss of pay.
2. Make periodic inspections, no less than bi-annually, of protective equipment, protective clothing, and devices to review work methods and conditions.
3. Make written recommendations on possible hazards which come to its attention. All recommendations shall be forwarded to the fire department officials responsible for providing a safe and healthy workplace and shall include a target date for abatement of the hazardous conditions or unsafe work practice.
4. Written accident reports will be reviewed in detail to better determine the reason why the accident occurred and corrective action recommendations.
5. Upon mutual agreement, additional individuals may be called into the safety meetings.
6. The Committee will establish guidelines for procedures and programs as outlined above; provided, however, that such procedures and programs shall not be limited to the above.
7. In the event a meeting is cancelled, an alternate date will be immediately scheduled.

ARTICLE XXX

Layoff and Recall

When the force of the Fire Department is reduced, and positions displaced or abolished, seniority shall prevail, and the employees so reduced in rank, or removed from the service of the Fire Department shall be considered furloughed without pay from the positions from which they were reduced or removed.

Such reductions and removals shall be in strict compliance with seniority. If the rank of Lieutenant is to be reduced, the Lieutenant with the least seniority in the position shall be reduced to the rank of Firefighter. For purposes of determining which Firefighters shall be removed from the Department in the event of a layoff, length of service in the Department shall be the basis for determining seniority, with the least senior Firefighter being the first to be removed and laid off. Any such employees laid off shall have their names placed on an appropriate reemployment list in the reverse order of dates of layoff.

If any positions which have been vacated because of reduction in forces or displacement and abolition of positions, are reinstated, such employees as have been furloughed from the said positions shall be notified by certified mail of such reinstatement of positions and shall have prior right to such positions if otherwise qualified, and in all cases seniority shall prevail. Written application for such reinstated position must be made by the furloughed person within thirty (30) days after notification as above provided, and such person may be required to submit to examination by physicians of both the commission and the appropriate pension board to determine his/her physical fitness.

ARTICLE XXXI

Duration

Section A. Term. The term of this Agreement shall be from January 1, 2017 to December 31, 2020 Wages due in the first year under Article XIV and Appendix A shall be fully retroactive to the first payroll period of 2017. The effective date of other provisions of the Agreement shall be as specified in the applicable provisions or the date of ratification of the Agreement if no date is specified. The terms of this Agreement shall remain in full force and effect through the 31st day of December, 2020. Said Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least one hundred twenty (120) days prior to the anniversary date (i.e., by September 1) that it desires to modify this Agreement.

Section B. Negotiations. In the event that such notice is given, negotiations shall begin not later than thirty (30) days after notice is given. The terms of this Agreement shall remain in full force and be effective during the period of negotiations and any period pending resolution of an impasse in negotiations as provided by Section 14 of the Illinois Public Labor Relations Act. (5 ILCS 315/1, et seq.)

Section C. Impasse Resolution. The remedies for the resolution of any bargaining impasse that may arise during the negotiation of a successor agreement as provided in this Article shall be in accordance with Section 14 of the Illinois Public Labor Relations Act, as amended. (5 ILCS 315/1, et seq.). The Panel Pool by State Labor Relations Board shall be limited to the National Academy of Arbitrators.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 201_.

**FOR LOCAL NO. 99
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL/CIO/CLC:**

FOR THE CITY OF AURORA:

Mayor

City Clerk

Date

APPENDIX A

This Schedule of Wages, labeled APPENDIX A, is attached to, and made a part of, the 2017 - 2020 Agreement by and between the City of Aurora and Local 99, I.A.F.F., AFL/CIO/CLC. It sets forth the annual rates of pay for Fire Privates and Fire Lieutenants of the Aurora Fire Department which shall be in effect during the term of said Agreement.

I. SCHEDULE OF BASE ANNUAL PAY RATES

Position and Periods of Service Annual Rate of Pay
Effective on the first pay period of the year or
as indicated below:

2017	
Number of Years	Base Wages Effective 1/1/17 2.25%
0-6 months	\$57,604.21 <u>57,605.25</u>
6 months – 1 year	\$78,226.31 <u>78,239.58</u>
From 1 year – 2 years	\$81,164.76 <u>81,165.15</u>
From 2 years – 3 years	\$84,156.16 <u>84,168.39</u>
From 3 years – 4 years	\$87,438.75 <u>87,456.42</u>
From 4 years – 5 years	\$90,747.82 <u>90,770.34</u>
Over 5 years	\$94,189.24 <u>94,213.71</u>
Fire Lieutenants*	\$109,278.58 <u>109,281.69</u>

2018	
Number of Years	Base Wages Effective 1/1/18 2.50%
0-6 months	\$59,044.32 <u>59,055.09</u>
6 months – 1 year	\$80,181.97 <u>80,207.22</u>
From 1 year – 2 years	\$83,193.88 <u>83,210.46</u>
From 2 years – 3 years	\$86,260.06 <u>86,291.37</u>
From 3 years – 4 years	\$89,624.72 <u>89,657.07</u>
From 4 years – 5 years	\$93,016.51 <u>93,048.66</u>
Over 5 years	\$96,543.98 <u>96,569.70</u>
Fire Lieutenants*	\$112,010.55 <u>112,026.03</u>

2019

Number of Years	Base Wages Effective 1/1/19 2.50%
0-6 months	<u>\$60,520.43</u> <u>30.82</u> <u>60,556.71</u>
6 months – 1 year	<u>\$82,186.52</u> <u>74.86</u> <u>82,226.64</u>
From 1 year – 2 years	<u>\$85,273</u> <u>55.73</u> <u>85,307.55</u>
From 2 years – 3 years	<u>\$88,416.56</u> <u>4.35</u> <u>88,466.13</u>
From 3 years – 4 years	<u>\$91,865.34</u> <u>57.72</u> <u>91,909.50</u>
From 4 years – 5 years	<u>\$95,341.92</u> <u>52.87</u> <u>95,378.76</u>
Over 5 years	<u>\$98,957</u> <u>1.57</u> <u>99,003.36</u>
Fire Lieutenants*	<u>\$114,810.81</u> <u>22.15</u> <u>114,848.04</u>

2020

Number of Years	Base Wages Effective 1/1/20 2.50%
0-6 months	<u>\$62,033</u> <u>32.44</u> <u>62,084.22</u>
6 months – 1 year	<u>\$84,241</u> <u>20.18</u> <u>84,297.84</u>
From 1 year – 2 years	<u>\$87,405.57</u> <u>378.75</u> <u>87,456.42</u>
From 2 years – 3 years	<u>\$90,626.98</u> <u>1590.69</u> <u>90,692.67</u>
From 3 years – 4 years	<u>\$94,161.97</u> <u>394,213.71</u>
From 4 years – 5 years	<u>\$97,725.47</u> <u>34.75</u> <u>97,786.53</u>
Over 5 years	<u>\$101,431.51</u> <u>7.02</u> <u>101,488.80</u>
Fire Lieutenants*	<u>\$117,681.08</u> <u>95.94</u> <u>117,721.83</u>

*represents a 16% differential between the top Private and Lieutenant pay.

The Specialty Pay sums indicated for Paramedic, shall apply as follows for the duration of this Agreement.

1. A paramedic shall receive applicable Firefighter wages plus seven percent (7%) of top firefighter base pay so long as he retains his certification in full force and effect for less than 5 years of certification as an AFD paramedic and eight percent (8%) of top firefighter base pay for five (5) or more years of certification as an AFD paramedic. This stipend shall be adjusted and paid over 26 pay periods. For any year 2014, which will include 27 pay periods, the applicable % will be adjusted and paid over 27 pay periods. This shall be considered as pay attached to his rank, for Firemen's Pension Fund purposes.
2. Any specialty pay, however, is in addition to base wages and shall not be included in overtime and other similar computations.

It is hereby further provided that for the term of this Agreement a four hundred (\$400.00) recertification bonus will be issued to each Paramedic who recertifies every four (4) years. In order to obtain such bonus, the Paramedic must submit written verification of continuous service recertification to the Chief of the Fire Department and the Human Resources Department. Such bonus shall then be issued and shall not be considered as pay attached to rank for Firemen's Pension Fund purposes.

II. SPECIALTY PAY RATES

A. Specialty Pay Rates

Paramedic: Applicable wages plus seven percent (7%) of top firefighter base pay for less than five (5) years and eight percent (8%) for five (5) or more years of certification. Seven percent (7%) of top Firefighter base pay for less than five (5) years certification and eight percent (8%) for five (5) or more years which is as follows:

	<u>< 5 years</u>	<u>> 5 years</u>
2017-	\$ 6593.25 <u>289.82</u>	\$ 7535.14 <u>253.59</u>
2018-	\$ 6758.08 <u>297.06</u>	\$ 7723.52 <u>259.93</u>
2019-	\$ 6927.03 <u>304.49</u>	\$ 7916.61 <u>266.43</u>
2020-	\$ 7100.21 <u>312.10</u>	\$ 8114.52 <u>273.09</u>

B. EMS Support Position: The position shall be placed at the pay rate of a Fire Department Lieutenant with paramedic differential. This shall also be considered pay attached to his rank, for Fireman's Pension Fund purpose. If the EMS Support Person transfers out of the Paramedic service, his/her pay will revert back to his/her previous pay grade.

C. Senior Paramedic: The position of Senior Paramedic shall be placed at the pay rate of a Fire Department Lieutenant. This pay will include the paramedic stipend. This shall also be considered a pay attached to his rank, for Fireman's Pension Fund purposes. If the Senior Paramedic transfers out of the Paramedic service, his/her pay will revert back to that of a Firefighter.

In the event that the Senior Paramedic is absent for a period of two (2) weeks or greater, the vacancy shall be filled by assigning the most senior paramedic regularly assigned to the ambulance or ARV who accepts the assignment to act in the capacity of Senior Paramedic. The paramedic assigned to act in the capacity of Senior Paramedic shall be compensated for all hours worked in that capacity at the base pay rate of a Senior Paramedic. It will be the responsibility of this paramedic to assume all duties of the Senior Paramedic while filling in.

D. Special Teams: Effective upon the execution of this agreement, Firefighters who subsequently volunteer to serve on a special team shall be required to serve a minimum of five (5) years on the team, beginning upon written acceptance to the team by the

City. Firefighters on a special team as of the date of this executed agreement shall remain on the team for five (5) years, with credit for immediately prior years of consecutive service on said team. A firefighter who submits satisfactory medical evidence of unsuitability for special team service shall be excused from the program. In addition, the Fire Chief may excuse a member from the team at his discretion. Effective January 1, 2005 a stipend of \$35.00 per pay period (\$910.00 per year) will be paid to members of the specialty team listed below:

1. Hazmat Team
2. Scuba Team
3. TRT Team
4. Juvenile Fire setters
5. Arson Team
6. Car Seat Installers

Such association must be certified in writing by the Fire Chief or his/her designee to the Finance Department. Such stipend shall not be used in computing overtime or health insurance costs.

Designated Team Leaders shall receive a stipend of \$55.00 per pay period (\$1430.00 per year).

Designated Shift Leaders shall receive a stipend of \$45.00 per pay period (\$1170.00 per year).

The number of members on each specialty team is entirely at the discretion of the Fire Chief.

Effective January 1, 2006, no individual who qualified under this Section D shall be eligible to receive more than one (1) Special Teams stipend per pay period.

For 2014, which will include 27 pay periods, the applicable % will be adjusted and paid over 27 pay periods.

E. Alternative Language: The City will provide members as specified herein, with a stipend of \$50.00 per pay period (not used in computing overtime), for a recognized alternative language for purposes of serving the citizens, performed while on duty. Recognized alternative languages shall be: Spanish, German, Czechoslovakian, Romanian, Polish, and Sign Language. Employees who receive such stipend are required to use their interpretive skills whenever requested or required. An annual skills exam will be given by an independent third party, which will consist of oral interpretation skills. Such test will be given annually to new interpreters after the effective date of this Agreement.

Provided, however, no individual who qualified under Sections D and E above shall be eligible to receive more than one (1) such per pay period stipend under each section.

III. Longevity Pay

Upon completion of the listed number of years of service, an employee will receive the following percentage added to base pay and pension eligible, and to begin the first full payroll period beginning on or after his applicable anniversary date:

	<u>Total</u>
10 completed years	1.0%
15 completed years (+.5%)	1.5%
20 completed years (+.5%)	2.0%
25 completed years (+.5%)	2.5%

This Appendix shall remain in full force and effect during the term of this Agreement or until such time as a new or modified Appendix is executed.

APPENDIX B

DRUG AND ALCOHOL TESTING

Section 1 Policy Statement

The Union and the Employer agree that the use of illegal drugs, and the abuse of legal drugs and alcohol, by members of the Fire Department present unacceptable risks to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol abuse.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the Employer agrees to establish a program that will allow the Employer to take the necessary steps, including drug and/or alcohol testing, to eliminate such abuse by City employees.

Section 2 Definitions

A. "Drug(s)" shall mean any controlled substance listed in Chapter 56 1/2 ~~of the Illinois~~ of the Illinois Revised Statutes, known as the Controlled Substances Act, or substances submitted in any federal controlled substances laws for which the person tested does not submit a valid predated prescription lawfully authorized under all applicable laws. Thus, the term "drug(s)" includes both abused prescription medications and illegal drugs. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Drugs covered by this policy, include, but are not necessarily limited to the following:

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

Synthetic/semisynthetic opiates, hydrocodone, oxycodone, fentanyl, oxymorphone, methadone.

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

C. "Positive Test Results" (including substituted or adulterated samples) shall mean a positive result on both a confirming test and initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration level specified in Sections 6 and ~~713~~.

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

E. The term "alcohol abuse" means the use of alcohol on- or prior to duty, such that at any time during working hours, the

level of alcohol indicated in Section ~~713~~ can be detected via breath blood/urine sample testing and thus the employee will be presumed to be impaired due to the use of alcohol.

F. The term "designer drug" is a term coined to describe psychoactive drugs which are created to get around existing drug laws, usually by modifying the molecular structure of existing drugs to varying degrees or less commonly by finding drugs with entirely different chemical structures that produce similar subjective effects to illegal recreational drugs.

G. "On duty"/"Work day" shall mean during normal working hours, and includes "on call" and "standby" duty times, as well as overtime duty hours.

Section 3 Prohibitions

Fire Department Employees shall be prohibited from:

- A. Possessing, using, selling, purchasing or delivering any illegal drug at any time.
- B. Consuming or possessing alcohol at any time during the workday, on any of the employer's job sites, including all of the Employer's buildings, properties, vehicles and the employee's personal vehicle while engaged in the business of the Employer and/or at any time prior to the work day such that at any time during working hours, the level of alcohol indicated in Section ~~713~~ can be detected as provided in Section 2(e).
- C. Failing to report to their commanding officer, at the beginning of the shift, any known adverse side effects of any prescription drug(s) or over-the-counter medication which the employee may be taking and/or prescribed drugs, failing to have or produce a valid, predated prescription, should the employee become impaired while on duty.

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

Section 4 The Administration of Tests

A. Informing Employees Regarding Drug and Alcohol Testing

All employees will be fully informed, in writing, of the Employers drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of drugs/alcohol on job performance. In addition, the Employer will inform the employees of how the test is conducted, when the test will be conducted, what the test can determine, and the consequences of testing positive for drug/alcohol use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested unless this information has been provided to him/her.

B. When a Test May be Compelled

There shall be no across the board or random drug/alcohol testing of employees, except as otherwise provided in this Article. Where there is reasonable suspicion that an employee is under the influence of drugs/alcohol or there is evidence of impairment while on duty, that employee may be required to report for drug testing. A Commanding Officer must have confirmation of reasonable suspicion from the Chief or designee. An employee also may be required to report for testing when the employee has suffered a workplace injury or has been involved in an accident resulting in damage to persons requiring medical attention or to property or vehicles creating damage estimated in excess of \$1000.00. In the case of injury or accident testing, to the extent state testing regulations regarding the use of such test results are stricter than the provisions set forth herein, the City may utilize the state regulations if it so chooses. A drug/alcohol test may be required when an employee has been arrested or indicted for conduct involving illegal drug related activity, on- or off-duty. The Union shall be notified and the Employer shall arrange for a drug/alcohol test. The Employer shall inform the employee being ordered to submit to the test of his/her right to consult with a Union representative before submitting to the test. Refusal of

an Employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for discipline up to and including discharge.

When an employee is ordered to submit to testing, the employee may produce a valid, predated prescription, at which time the determination is made whether the test shall be ordered. Such production must occur at the time the testing order is given. The Employer shall arrange for a drug/alcohol test.

C. Reasonable Suspicion Standard

Reasonable suspicion exists if specified objective facts and circumstances warrant rational inferences that a person is using, in possession of, and/or is individually impaired due to the abuse of drugs and/or is under the influence of alcohol. Reasonable suspicion will be based upon the following:

1. Observable phenomenon, such as direct observation of use, possession, and/or the evidence of individual symptoms of impairment resulting from using or being under the influence of drugs/alcohol; and/or
2. Information provided by an identifiable, reliable and credible source which can be independently corroborated.
3. When an employee is involved in a motor vehicle accident on-duty and is the driver behind the wheel of the motor vehicle.

D. Order to Submit to Testing

When an employee is ordered to submit to testing, the Employer shall provide the employee with a written notice of the order as soon as possible. Normally such written notice shall be given not later than eight (8) hours following the order to test. The written notice shall set forth all of the objective facts and the reasons for the order to test. The employee shall be permitted to consult with a representative of the Union at the time the order is given. No questioning of the employee shall be conducted that is not consistent with the "Fireman's Disciplinary Act". A refusal to submit to such testing may subject the employee to discipline, up to and including discharge. Any employee who takes the test shall not be construed to have waived any objection or rights that he/she may have. When testing is ordered, the employee will be immediately removed from duty and placed on paid leave pending the receipt of results.

Section 5 Conduct of Tests

In conducting the testing herein specified, the Employer shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act, that is accredited by DHHS or SAMHSA.
- B. Establish a chain of custody procedure consistent with DOT regulations for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- C. Provide the employee tested with an opportunity to have the additional sample tested by a SAMHSA-accredited clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the City of the desire to do so within forty-eight (48) hours of receiving notification of positive test results.
- D. Require that the Laboratory or hospital facility report to the Employer when a breath or urine sample is positive only if both the initial screening and confirmatory test are positive including for a particular drug, and the Medical Review Officer verifies the result (in a drug test situation). The parties agree that should any information concerning such testing or the results thereof be obtained inconsistent with the understanding expressed herein, the Employer and Union shall not

use such information in any manner or forum adverse to the employee's interest.

E. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol be considered positive, and results showing an alcohol concentration of .0199 or less shall be considered negative.

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

G. Ensure that no employee is subject to any adverse employment action except emergency temporary re-assignment or leave with pay during the pendency of any testing procedure. Any such emergency re-assignment or leave shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files;

H. The testing, results and circumstances requiring the testing are confidential and will be held in the highest degree of confidence.

Section 6 Drug Testing Standards

A. Initial Screening Test Standards

The following initial immunoassay test cutoff levels shall be the DHHS or SAMHSA standards in effect at the time of the testing. In the event DHHS or SAMHSA has no standards to be used when screening specimens to determine whether they are positive for the following ten (10) drugs/classes of drugs, then the following shall be used:

	Initial Test Level
Amphetamines.....	1000 ng/ml
Barbiturates.....	300 ng/ml
Benzodiazepines	300 ng/ml
Cocaine metabolites	300 ng/ml
Marijuana metabolites	50 ng/ml
Methadone	300 ng/ml
Methaqualone.....	300 ng/ml
Opiate metabolites	2000 ng/ml
Phencyclidine.....	25 ng/ml
Propoxyphene.....	300 ng/ml

	Confirmatory Test Level
Amphetamines.....	500 ng/ml
Barbiturates.....	200 ng/ml
Benzodiazepines	200 ng/ml
Cocaine metabolites**	150 ng/ml
Marijuana metabolites*.....	15 ng/ml
Methadone	200 ng/ml
Methaqualone.....	200 ng/ml
Opiate metabolites	2000 ng/ml
Phencyclidine.....	25 ng/ml
Propoxyphene.....	200 ng/ml

B Change in Test Standards

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The cutoff levels as test standards may be amended during the term of the agreement based on newly adopted DHHS or SAMHSA screening and confirmatory standards. The City agrees to provide the Union with a written copy of any newly adopted standards pursuant to this section.

C. Breath Alcohol Testing

The City will test for the presence of alcohol through the use of a breathalyzer, and the testing will be conducted in a private setting by trained breath alcohol technicians ("BATs") who are not City employees, using DOT-approved evidential breath testing devices ("EBTs") that display and print test results. A breathalyzer test result showing an alcohol concentration of .020 or more shall be considered positive, and results showing an alcohol concentration of .0199 or less shall be considered negative.

Section 7 Alcohol Test Standards

Impairment due to alcohol use/abuse shall be presumed upon a confirmed blood alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood.

Section 8 Voluntary Request for Assistance

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, through the Employer's EAP Program, or through one of the City's health care providers and/or referrals to other recognized or certified programs, for an alcohol or drug related problem, other than that the Employer may place the employee on leave during treatment. However, the protection afforded by this Section shall not be available if the request follows an order to submit to testing, the pendency of an automatic order to submit to testing (i.e. post-accident), or a violation of Section 3.

The Employer shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment or when otherwise unfit for duty in his/her current assignment. All such requests shall be confidential. When undergoing treatment, or when otherwise unfit for duty in his/her current assignment, employees shall be allowed to use: 1) Accumulated sick leave; and/or 2) paid leave; and/or 3) be placed on unpaid leave pending treatment; and/or 4) transferred to a position for which he/she is fit.

Section 9 Discipline

All discipline in situations involving a positive test shall be administered as specified herein:

A. First Positive

In the first instance that an employee tests positive for drugs or is found to meet or exceed the blood alcohol level as specified in Section 7, the employee may be subject to a suspension not to exceed ten (10) working days. The foregoing limit on suspension is conditioned upon the employee agreeing to:

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

Employees who do not agree to the foregoing, shall be subject to discipline, up to and including discharge. The Employer may use the positive test as evidence of impairment. Such evidence shall not be deemed to be conclusive, nor shall it preclude the introduction of other evidence.

B. Second Positive

An employee who tests positive for the presence of drugs or alcohol during their hours of work on a second occasion shall be discharged, and the penalty shall not be subject to the grievance procedure and an arbitrator shall have no authority to review or modify the penalty, where (i) there is also evidence of impairment; or (ii) other than for testing positive per Sec. A above, the employee has received a suspension of at least four (4) or more shifts as a twenty-four (24) hour employee or at least twelve (12) or more work days as a forty (40) hour employee in the three years prior to the second positive test. An employee who tests positive for the presence of drugs or alcohol during their hours of work on a second occasion but, nevertheless, there is no evidence of impairment and other than for testing positive for Sec. A above, has no prior suspension as described herein in the last three years may be suspended for an additional thirty (30) calendar days, but only if the employee agrees to continue treatment and to the other conditions of such suspension as specified above.

C. Third Positive

Employees who test positive for the presence of drugs or alcohol a third time shall be discharged and the penalty shall not be subject to the grievance procedure and an arbitrator shall have no authority to review or modify the penalty.

Section 10 Insurance Coverage

The Employer shall provide health insurance, which may cover all or a portion of the cost of the EAP program. The insurance should provide for both out-patient and in-patient treatment depending on the appropriate course of action in each employee's case.

Section 11 Duty Assignment

If the nature of the EAP or treatment program allows the employee to continue to work during treatment, the Employer may maintain the individual's previous employment status. If an employee participates in an in-patient program which precludes continued employment, the employee shall be granted a leave to do so. At the end of such leave, the employee shall be returned to his former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of his/her treatment leave.

Employees who voluntarily report to their Commanding Officer that they are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his/her normal duties, may be temporarily reassigned with full pay to other duties.

Nothing in this Section shall prevent an employee from seeking treatment or taking a treatment leave more than one time in a year for in-patient treatment.

Section 12 Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the Chief Administrative Services Officer, the Director of Human Resources, and such other officials as have need to know. If the employee is represented by a Union and consents in writing, test results will be disclosed to the employee's Union President or designee. Test results will not be disclosed externally except where required for disciplinary purposes or to defend against any grievances,

unemployment or worker's compensation claims, or other litigation. All records in this regard will be kept and maintained in the office of the Director of Human Resources.

Section 13 Right to Contest

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

APPENDIX C

FAMILY LEAVE POLICY

Policy

The following material is intended as a summary of the City of Aurora's obligations under the Family and Medical Leave Act of 1993. In all instances, any issues arising either under the policy or otherwise shall be resolved in accordance with the statute and/or the Department of Labor regulations pertaining to the Act.

It is the policy of the City of Aurora to grant employees family leave in accordance with the Family and Medical Leave Act of 1993.

The Human Resources Department is responsible for administration of this policy.

Purpose of the Law

The intent of the Family and Medical Leave Act of 1993 is to provide employees up to twelve weeks of job-protected leave during any twelve month period.

The Act allows employees to take an unpaid leave to care for themselves; a child upon the birth or placement for adoption or foster care; to care for a spouse, child or parent who has a life threatening health condition.

Eligibility

To be eligible for leave, an employee must have been employed by the City of Aurora for at least twelve months and must have worked at least 1,250 hours during the previous twelve months.

In cases of certain key employees (those employees within the top 10% of the City of Aurora's payroll) and only to avoid substantial and grievous economic injury to the City of Aurora, the City may in certain instances apprise the key employees of its decision not to reinstate them to their jobs.

Leave Provisions

An employee is eligible to take up to twelve weeks leave during a twelve month period. The twelve month period begins with the effective date of the employee's first leave.

An employee can request to use up to a maximum of twenty-seven (27) duty days to care for a spouse, child or parent with the following life threatening conditions:

- Terminal illness
- Emergency care necessitated by a major accident
- Hospice care, if ordered by a health care provider
- Life threatening illness or injury

The following chart illustrates the paid time off that is applicable to each leave situation and the order in which it may be used:

	<u>SICK HOURS</u>	<u>P.T.O.</u>
<u>Birth of a child:</u> A.Mother B.Father	A.Yes B.Not applicable	A.Yes B.Yes
To care for a child upon Placement for adoption or foster care.	Not applicable	Yes
To care for a spouse, child or parent With one of the health conditions defined above	Yes *	Yes *
Employee is unable to work Due to his/her own health condition	Yes	Yes

* The employee must exhaust all unused vacation hours (including previously scheduled hours) before sick time can be applied to the remaining balance of the twenty-seven (27) duty days.

Leave to Care for a Child

Legal documentation establishing the child's relationship to the employee must be provided to the Human Resources Department for leaves taken to care for a child upon birth or upon placement with the employee for adoption or foster care.

A husband and wife both employed by the City are permitted to take a combined total of twelve weeks leave in a twelve month period.

Leave to Provide Care for a Family Member

An employee who requests a leave to care for a family member with a life threatening health condition is limited to the care of the following persons:

- A husband and wife as defined under state law.
- The employee's biological child or other child for whom the employee has parental responsibility (child must be under age 18 or incapable of self-care due to a physical or mental disability.)
- The employee's biological parent or any other person who had parental responsibility for the employee when he/she was a child (parents-in-law are not included.)

Written Certification

The City of Aurora requires written certification from the health care provider of the employee or the employee's family member **on a form provided by the City of Aurora** attesting to the life threatening nature of the health condition.

When a family leave is taken in cases of life threatening illness, an employee may take the leave intermittently or through a reduced work schedule if it is medically necessary. When a family leave is taken in accordance with this policy, the employee may take the leave intermittently, in increments of not less than four (4) hours, to a maximum total of twenty-seven (27) duty days.

To properly manage operations, the City may elect to temporarily transfer employees taking intermittent leave into an alternate or part-time but equivalent paying position. This will be done only if accommodating the employee's ongoing intermittent absences interferes with the City's operational needs.

Treatment of Employee During Leave

No employee, while on family leave, can engage in an occupation or employment other than with the City of Aurora Fire Department.

While on family leave, employees may continue their benefit plan coverage at the active employee premiums.

Employees do not accrue sick, vacation or personal holiday hours while on unpaid leave in excess of thirty (30) days (or as specified in the employee's labor contract).

Treatment of Employee Upon Return From Leave

Upon return from leave, an employee is guaranteed his or her former job or an equivalent job with equivalent pay, benefits and other terms and conditions of employment.

If during the employee's leave, the City, due to reasons unrelated to the leave, eliminated the employee's position, i.e. a reduction in force effecting the employee's position, the employee will not be reinstated.

Employee Responsibility

Whenever possible, an employee must provide his/her supervisor with thirty(30) days notice when requesting a family leave. In instances where it is impossible to provide the 30-day notice, i.e. unforeseen illness or injury, the City requires employees to provide notice as soon as practicable. Failure to abide by the notice requirements may result in the City denying the leave.

To continue benefit plan coverage, employees must remit the active employee premium to the Human Resources Department.

In accordance with the Act, the City of Aurora shall pay its share of the benefit plan to maintain coverage. In the event the employee fails to return to work at the expiration of the leave, unless failure to do so is due to the continuing illness of the employee or family member, or for other reasons outside of the employee's control, the employee will be required to reimburse the City the cost of the insurance premiums paid on the employer's behalf during his/her absence.

When a life threatening health condition is involved, employees must provide written certification from the health care provider.

Note: Health care provider cannot be related to employee or family member.

An employee returning from leave due to his/her own health condition must provide a written return to work certification from a health care provider. The City will provide the employee with a Return to Duty form.

Employees are expected to apprise the City of Aurora every thirty (30) days regarding their status during any type of leave so that the City can best determine how to fill a vacancy while the employee is absent.

Employees must sign and date Leave Forms provided by the Human Resources Department.

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Manager Responsibility

- (1) Notify the Human Resources Department about potential Family and Medical Leave situations.
- (2) Provide the Human Resources Department with copies of any documentation received from an employee.
- (3) Keep the Human Resources Department informed about changes in the employee's FMLA status.

Legal Requirements

An approved notice that summarizes the provisions of the act and provides information on filing a charge is posted throughout the City.

APPENDIX D

COMPREHENSIVE MEDICAL EVALUATION

The comprehensive medical evaluation is a thorough evaluation of the medical condition of the firefighter. It takes into account NFPA Guidelines, OSHA Standards, such as hearing protection, hazardous waste materials and use of a respirator. Most importantly it specifically addresses the many job demands, stresses, risks and exposures that a firefighter may encounter in the line of duty.

The evaluation provides both verbal and written feedback with suggestions and recommendations for improving one's health. Other testing or referral may be recommended for the firefighter to pursue with his personal physician. If he does not have a personal physician, referral and phone numbers will be provided. This initial evaluation establishes an important health and exposure data base for each firefighter. Further evaluation and testing will be added to this data base in order to recognize significant trends or risks.

I COMPREHENSIVE MEDICAL EVALUATION

A. Medical and Occupational History

1. Medical and surgical history
2. Occupational History
3. Family History
4. Allergy History
5. Review of Body Systems

B. Complete physical examination including

1. General survey
2. Vital signs
3. Skin
4. Head
5. Eyes
6. Ears
7. Nose and sinuses
8. Mouth and pharynx
9. Neck
10. Back
11. Thorax
12. Lungs
13. Breasts and axilla
14. Heart
15. Abdomen
16. Inguinal area
17. Genitalia and rectal examination
18. Legs
19. Musculoskeletal system
20. Neurological evaluation

C. Ophthalmologic Screening

1. Visual acuity – near and far
2. Color vision
3. Peripheral vision
- *Glaucoma test Depth Perception

- D. Chest X-ray – Two Views at discretion of medical examiner
 - **E. Pulmonary Function Screening Test
 - F. Audiogram
 - 1. Hearing thresholds from 500 to 6,000 hertz
 - G. Laboratory
 - 1. Urinalysis
 - 2. Complete blood count
 - 3. Chemistry screen (includes testing for glucose, cholesterol triglycerides, kidney, and liver tests)
 - H. 12 Lead ECG
 - I. Cardiac treadmill test at discretion of medical examiner
 - J. Complete review of examination results with the firefighter.
 - K. Written report of the examination to the firefighter.
- *City will pay for glaucoma test and depth perception as recommended by an ophthalmologist.
- **Pulmonary Function Screening Test will be conducted separately from Comprehensive Medical Evaluation every other year at Fire Department expense. City will pay for Pulmonary Function Screening Test as recommended by a doctor.

APPENDIX E

CLOTHING

New Employee Issue/Current Employee Replacement Items

Dress Shoes	One Pair
Belt	One Each
Tie	One Each
Uniform Cap	
Firefighter Jacket	One Each
Polo Shirt	Two Each
Dress Coat	One Each
Dress Overcoat	One Each
White Dress Shirt	One Each
Dress Pants	One Each
Sweatshirt	One Each
T-Shirts	Three Each
Uniform Hardware	
Shirts, Blue	Two Each
Pants	Four Pair
Turnout Coat*	One Each
Bunker Pants*	One Each
Bunker Boots	
Suspenders	
Flash Hood	<u>Two Each</u>
S.C.B.A. Mask	
Helmet	
Helmet Shields	
Gloves	Two Pair
Safety Goggles	

OPTIONAL: (as approved)	Watch Cap
	Baseball Cap
	Black Boots
	Gerber Jacket
	Cargo Shorts, Navy

*Second set is issued after successful completion of probationary period.

APPENDIX F*

AURORA FIRE DEPARTMENT

PROMOTION PROCESS

INFORMATION BOOKLET

For the ranks of:

Captain

Lieutenant

* The City reserves the right to change testing companies. This Appendix F will be replaced with a promotion process information booklet that describes the oral interview promotion process applicable to the City and administered by the new testing company and generally accepted in the industry. The new booklet will be developed by a committee of Aurora Fire Department members working with a consultant from the new testing company.

Dear Promotion Candidate:

The material in this booklet was developed by a committee of Aurora Fire Department members from the City of Aurora working with a consultant from the Institute for Public Safety Personnel, Inc. (IPSP, Inc.). This booklet is designed to help promotion candidates understand and prepare more effectively for the upcoming oral interview component of the promotion process.

This booklet has been written in a question and answer format. This format was designed to address the questions most frequently asked by promotion candidates. However, this booklet also describes a procedure that you may use to obtain answers for questions not fully answered here.

The members of the Development Committee and IPSP, Inc., extend our best wishes to every candidate. We hope that this process will prove to be a rewarding and instructive experience.

WHAT IS THE GOAL OF THE PROMOTION PROCESS?

The goal of the promotion process is to evaluate the potential of candidates for the rank of Captain or Lieutenant. Various evaluation techniques will be used to identify those individuals who have the potential for assuming greater responsibility and possess the knowledge, skills, and abilities required for success in the next highest rank level.

The promotion process will produce an eligibility list of candidates. This list will be used to guide the promotion decisions of the department.

WHO WILL ADMINISTER THE ORAL INTERVIEW PROCESS?

IPSP, Inc., a professional consulting firm, is under contract with the City of Aurora to construct, score and validate the oral interview component of the promotion process. These responsibilities have been delegated to a professional consulting firm to ensure that the oral interview process is valid, objective, and timely.

All testing materials are maintained at the consultants' offices and are accessible only to IPSP, Inc., staff members. The staff of IPSP, Inc., will also train members of any board formed to rate the oral interview.

WHAT WILL THE ORAL INTERVIEW INVOLVE?

While the written test measures how well a candidate knows certain facts and principles, the oral interview will allow a rating board to assess other facets of a candidate's attitudes toward critical issues and job-related knowledge. These questions are meant to assess a candidate's ability to respond to critical questions that might be posed by supervisors, subordinates, and civilians.

In addition to general interview questions, the oral interview will include practical exercises. The practical exercises will be a series of job-related behavioral tasks. More information regarding practical exercises is presented later in this booklet.

Oral interviews for the rank of Lieutenant and Captain will be conducted as the first component of the test on the date specified in the notice issued for the applicable promotion test. Information regarding specific scheduled interview times and places will be distributed at a later date.

The oral interview will be developed by the consulting company, IPSP, Inc. and members of the Aurora Fire Department. The sources for these materials is a job analysis which outlines the skills and abilities which are critical for successful job performance

as a Captain or Lieutenant with the Aurora Fire Department, information from other fire departments, and input from the individuals who are familiar with this department.

There will not be a scheduled make-up session for the interview portion of the promotion process. Any conflicts with a scheduled interview time must be resolved prior to the start of the oral interview phase of the process.

HOW MUCH DOES THE ORAL INTERVIEW COMPONENT OF THE PROMOTION PROCESS COUNT?

The oral interview component of the promotion process to the ranks of captain and lieutenant accounts for the specified percentage of a candidate's final promotion score.

Promotion processes are typically competitive. Therefore, in order to place high on the final eligibility list, candidates must do well on all components of the process.

HOW WILL THE ORAL INTERVIEW BE SCORED?

The oral interview and the practical exercises will be scored according to precisely defined scoring dimensions determined by groups of fire supervisors. Each candidate's performance will be scored by a team of raters. The team of raters will contain at least three supervisory level firefighters from outside the Aurora Fire Department. All raters will have been specially trained to ensure that they apply scoring dimensions in an accurate and unbiased fashion. Ratings are averaged across all board members. The average of the ratings becomes the score for this component of the promotion process.

WHAT ARE THE ORAL INTERVIEW PROCEDURES?

The oral interview will be "structured". This means that each candidate will complete the same exercises and answer the same questions, in the same order, as all other candidates. The procedures used during the oral interview will be rigid and consistent so as to maintain the fairness and objectivity of final scores.

HOW IS THE ORDER OF THE INTERVIEWS ESTABLISHED?

Absent approval of the Chief and the highest ranking Union officer not taking the exam, candidates shall be interviewed in the following order: (1) candidates who were on the most recent eligibility list, from highest score to lowest score; and then (2) for candidates not on the most recent eligibility list, from most senior to least senior.

ARE CANDIDATES WHO HAVE ALREADY BEEN INTERVIEWED PERMITTED TO SHARE THEIR EXPERIENCE WITH CANDIDATES WHO HAVE YET TO BE INTERVIEWED?

NO. In order for all promotional candidates to be evaluated fairly, candidates who already have completed the structured oral interview are prohibited from disclosing information (including but not limited to questions, answers, questions not asked, etc.) about their interview to anyone until such time as all candidates have completed the structured oral interview process. Likewise, candidates who have yet to be interviewed are prohibited from receiving such information about other candidate's interviews until such time as all candidates have completed the structured oral interview process. Any candidate who divulges or receives such structured oral interview information, or attempts to do so, in violation of this prohibition shall be disqualified from the promotion examination, removed from the eligibility list, or demoted from the rank to which he was promoted, as applicable, and otherwise subjected to disciplinary actions.

WHAT ARE PRACTICAL EXERCISES?

Practical exercises are tasks that are designed to simulate important job duties. A promotion candidate will be given instructions on how to complete these tasks when he/she arrives at the testing site. All of the practical exercises will require that a promotion

candidate resolve or respond to situations that have been designed to simulate actual job demands of a Captain or a Lieutenant on the Department.

WHAT ARE SOME EXAMPLES OF PRACTICAL EXERCISES?

Practical exercises can be quite varied. The nature of the exercises will depend on various factors including the cost of administration, the number of promotion candidates, time limits, and other practicalities. However, the most critical factor for determining the nature of the practical exercises is the type of job tasks that a candidate will be required to carry out if he/she is promoted.

Practical exercises generally fall into one of the following categories:

a. Presentations. In this type of practical exercise, a candidate is given a topic relevant to firefighting. The candidate must prepare and deliver a short presentation on the assigned topic. Generally, these presentations are delivered to a board of raters during the oral interview.

This type of exercise is meant to simulate job tasks that require that a fire officer teach, instruct or lecture subordinates or make presentations to citizen groups, department committees, etc.

b. Problem Analysis. In this type of exercise, the candidate is given a written problem. The candidate is then asked to identify and discuss the important issues that this problem raises. This discussion may be in writing or it could be presented orally to the board of raters.

c. Tactical Exercises. These exercises assess a candidate's ability to apply their knowledge of firefighting techniques and tactics to simulated emergency situations. In general, the candidate will be given a description of an emergency situation and asked to describe their response to this type of incident.

WHY DOES THE PROMOTION PROCESS INCLUDE PRACTICAL EXERCISES?

Practical exercises are being used because they allow an in-depth evaluation of a candidate's skills and abilities. They also allow the candidate to demonstrate his/her behavior in critical job situations. While the written test measures how well a promotion candidate knows certain facts and principles, a practical exercise measures how well the candidate is able to apply his/her knowledge to important situations.

WHICH PRACTICAL EXERCISES WILL BE USED?

The practical exercises used in the promotion process will be formulated by the consulting company, IPSP, Inc. and members of the Aurora Fire Department. They will select the exercises that they believe best assess the abilities that are critical for a Captain or Lieutenant with this Department. Of course, the actual content of each exercise will be kept confidential until the day of administration.

HOW CAN A CANDIDATE PREPARE FOR THE PROCESS?

Doing well in the promotion process will take diligence and motivation. Some of the things that candidates can do to prepare are:

a. Learn what a Captain/Lieutenant does. This can be accomplished by reading the job description and understanding what duties and abilities are necessary to be successful as a captain or lieutenant.

b. Improve communication skills. A supervisor must be able to read, write and speak well. Candidates will be required to demonstrate these skills during the promotion process.

c. Watch the instructional videotape. The consulting firm has produced a brief videotape about the oral interview phase of the promotion process. Watching this tape is not a mandatory part of the promotion process and the material contained in the tape will not be used as the basis for oral interview questions. However, the tape provides a more in-depth presentation of some of the material that is contained in this booklet. Therefore, candidates can be better prepared for the process if they watch the tape. This tape can be borrowed for limited periods of time from the Fire Chief's Office.

d. Attend an instructional class. IPSP, Inc. will hold two classes for those who wish to improve their interview skills. The classes will include a brief lecture on the interview methods that will be used during the promotion process and an opportunity for the role-play of a mock interview. The classes will be held from 8:00 a.m. to 4:00 p.m. Seating at each class is limited. Candidates who wish to attend must sign-up with the Chief's designee.

CAN YOU OFFER TIPS FOR DOING WELL ON THE ORAL INTERVIEW?

a. Be open with the rating board. Tell the rating board what you think and be as specific as you can. If done constructively, this can only improve your score.

b. Be positive about yourself. This is your opportunity to tell the board about your beliefs, insights and skills. Do not be overly modest. Recognize that the experiences you have had and your preparation are positive qualities which the board should know about.

c. Be helpful and positive toward the rating board during the interview. Constructive criticism is welcome and the board will undoubtedly encourage you to offer your insights and beliefs. However, merely being resistant and argumentative will undoubtedly have a negative impact.

d. Give thorough answers. The most common mistake made by interviewees is to be overly terse or to give answers which are too brief. The rating board will only give high scores to candidates who give complete answers.

e. Practice being interviewed. A successful interview requires skills which can be learned.

WHAT IF I HAVE A QUESTION WHICH I WANT TO ASK NOW?

You are encouraged to raise any questions or comments that you have about this promotion process. If you wish to submit a question, you should write it out on the form presented on the last page of this booklet. If you decide to submit your question in writing, mail the completed form to the Institute for Public Safety Personnel, Inc. at 50 East 91st Street, Suite 314, Indianapolis, Indiana 46240. Note that there is an "800" number (1-800-892-IPSP) which you may use if you wish to speak with a consultant from IPSP. If a question can be answered without compromising the integrity of the promotion process, all promotion candidates will be made aware of the answer via a general announcement.

**Institute for Public Safety Personnel, Inc.
50 East 91st Street, Suite 314
Indianapolis, Indiana 46240
(317) 581-9326
1 (800) 892-IPSP**

**Aurora Fire Department
Captain and Lieutenant Promotion Process**

APPENDIX G

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

(50 ILCS 742/1)

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

(50 ILCS 742/5)

Sec. 5. Definitions. In this Act:

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

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

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

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

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

"Final adjusted promotion list" means the promotion list for the position that is in effect on the date the position is created or the vacancy occurs. If there is no final adjusted promotion list in effect for that position on that date, or if all

persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

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

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

(50 ILCS 742/10)

Sec. 10. Applicability.

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

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

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

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

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

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

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

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

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

(50 ILCS 742/15)

Sec. 15. Promotion process.

- (a) For the purpose of granting promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, administer a promotion process in accordance with this Act.
 - (b) Eligibility requirements to participate in the promotional process may include a minimum requirement as to the length of employment, education, training, and certification in subjects and skills related to fire fighting. After the effective date of this Act, any such eligibility requirements shall be published at least one year prior to the date of the beginning of the promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.
 - (c) All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.
 - (d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt any job-related examinations or study materials that may become available, so long as they comply with the requirements of this Act.
- (Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/20)

Sec. 20. Promotion lists.

- (a) For the purpose of granting a promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, prepare a preliminary promotion list in accordance with this Act. The preliminary promotion list shall be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.
- (b) A person's position on the preliminary promotion list shall be determined by a combination of factors which may include any of the following: (i) the person's score on the written examination for that rank, determined in accordance with Section 35; (ii) the person's seniority within the department, determined in accordance with Section 40; (iii) the person's ascertained merit, determined in accordance with Section 45; and (iv) the person's score on the subjective evaluation, determined in accordance with Section 50. Candidates shall be ranked on the list in rank order based on the highest to the lowest total points scored on all of the components of the test. Promotional components, as defined herein, shall be determined and administered in accordance with the referenced Section, unless otherwise modified or agreed to as provided by paragraph (1) or (2) of subsection (d) of Section 10. The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process.
- (c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

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

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

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

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

(f) This Section 20 does not apply to the initial hiring list.
(Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/25)

Sec. 25. Monitoring.

- (a) All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review in accordance with this Section and Sections 30 and 50.
- (b) Two impartial persons who are not members of the affected department shall be selected to act as observers by the exclusive bargaining agent. The appointing authorities may also select 2 additional impartial observers.
- (c) The observers monitoring the promotion process are authorized to be present and observe when any component of the test is administered or scored. Except as otherwise agreed to in a collective bargaining agreement, observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

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

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

(50 ILCS 742/30)

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

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

(50 ILCS 742/35)

Sec. 35. Written examinations.

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

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates. The review sessions shall be at no cost to the candidates.

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

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

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

(Source: P.A. 97-352, eff. 8-12-11.)

(50 ILCS 742/40)

Sec. 40. Seniority points.

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

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

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

(50 ILCS 742/45)

Sec. 45. Ascertained merit.

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

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

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

(50 ILCS 742/50)

Sec. 50. Subjective evaluation.

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

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

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

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

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

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

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

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

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

The JLMC may charge reasonable fees that are related to the costs of administering authorized programs and conducting classes, including without limitation the costs of monitoring programs and classes, to the following: (i) applicants for certifications or recertifications, (ii) recipients of certifications or recertifications, and (iii) individuals and entities approved by the JLMC to conduct programs or classes.

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

The JLMC shall annually:

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

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

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

If the parties have not agreed to contract with a particular testing company to provide certified assessors, either party may request the Office to provide the names of certified assessors. Within 7 days after receiving a request from either party for a list of certified assessors, the Office shall select at random from the roster of certified assessors a panel numbering not less than 2 times the number of assessors required. The parties shall augment the number by a factor of 50% by designating assessors who may serve as alternates to the primary assessors.

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

(Source: P.A. 97-174, eff. 7-22-11.)

(50 ILCS 742/55)

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

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

(50 ILCS 742/60)

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

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

(50 ILCS 742/65)

Sec. 65. Violations.

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

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

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

(50 ILCS 742/900)

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

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

(50 ILCS 742/999)

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

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

APPENDIX H

50 ILCS 745/ Firemen's Disciplinary Act.

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LOCAL GOVERNMENT (50 ILCS 745/) Firemen's Disciplinary Act.

(50 ILCS 745/1) (from Ch. 85, par. 2501)

Sec. 1. This Act shall be known and may be cited as the "Firemen's Disciplinary Act".
(Source: P.A. 83-783.)

(50 ILCS 745/2) (from Ch. 85, par. 2502)

Sec. 2. For the purposes of this Act, unless clearly required otherwise, the terms defined in this Section have the meaning ascribed herein:

(a) "Fireman" means a person who is a "firefighter" or "fireman" as defined in Sections 4-106 or 6-106 of the Illinois Pension Code, a paramedic employed by a unit of local government, or an EMT, emergency medical technician-intermediate (EMT-I), or advanced emergency medical technician (A-EMT) employed by a unit of local government, and includes a person who is an "employee" as defined in Section 15-107 of the Illinois Pension Code and whose primary duties relate to firefighting.

(b) "Informal inquiry" means a meeting by supervisory or command personnel with a fireman upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

(c) "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of a fireman is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge, or suspension from duty in excess of 24 duty hours.

(d) "Interrogation" means the questioning of a fireman pursuant to an investigation initiated by the respective State or local governmental unit in connection with an alleged violation of such unit's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning as part of an informal inquiry as to allegations of misconduct relating to minor infractions of agency rules which may be noted on the fireman's record but which may not in themselves result in removal, discharge, or suspension from duty in excess of 24 duty hours.

(e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of a fireman.

(Source: P.A. 94-188, eff. 7-12-05.)

(50 ILCS 745/3) (from Ch. 85, par. 2503)

Sec. 3. Whenever a fireman is subjected to an interrogation within the meaning of this Act, the interrogation shall be conducted pursuant to Sections 3.1 through 3.11 of this Act.

(Source: P.A. 83-783.)

(50 ILCS 745/3.1) (from Ch. 85, par. 2504)

Sec. 3.1. The interrogation shall take place at the facility to which the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

(Source: P.A. 83-783.)

(50 ILCS 745/3.2) (from Ch. 85, par. 2505)

Sec. 3.2. No fireman shall be subjected to questioning in

50 ILCS 745/ Firemen's Disciplinary Act.

relation to an allegation of misconduct without first being informed in writing of the allegations and whether the allegations, if proven, involve minor infractions or may result in removal, discharge, or suspension from duty in excess of 24 duty hours. If an administrative proceeding is instituted, the fireman shall be informed beforehand of the names of all complainants and all information necessary to reasonably apprise the fireman of the nature of the charges and the preparation of a defense.

(Source: P.A. 94-188, eff. 7-12-05.)

(50 ILCS 745/3.3) (from Ch. 85, par. 2506)

Sec. 3.3. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the fireman is on duty.

(Source: P.A. 83-783.)

(50 ILCS 745/3.4) (from Ch. 85, par. 2507)

Sec. 3.4. The fireman under investigation shall be informed of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

(Source: P.A. 83-783.)

(50 ILCS 745/3.5) (from Ch. 85, par. 2508)

Sec. 3.5. Interrogation sessions shall be of reasonable duration and shall permit the fireman interrogated reasonable periods for rest and personal necessities.

(Source: P.A. 83-783.)

(50 ILCS 745/3.6) (from Ch. 85, par. 2509)

Sec. 3.6. The fireman being interrogated shall not be subjected to professional or personal abuse, including offensive language.

(Source: P.A. 83-783.)

(50 ILCS 745/3.7) (from Ch. 85, par. 2510)

Sec. 3.7. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the fireman under investigation without charge and without undue delay. Such record may be electronically recorded.

(Source: P.A. 83-783.)

(50 ILCS 745/3.8) (from Ch. 85, par. 2511)

Sec. 3.8. No fireman shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.

(Source: P.A. 83-783.)

(50 ILCS 745/3.9) (from Ch. 85, par. 2512)

. 3.9. The fireman under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the fireman to obtain counsel.

If a collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigations, such representative shall be present during the interrogation, unless this requirement is waived by the fireman being interrogated.

(Source: P.A. 83-783.)

(50 ILCS 745/3.10) (from Ch. 85, par. 2513)

Sec. 3 .10. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Act may not be utilized in any subsequent disciplinary proceeding against the fireman.

(Source: P.A. 83-783.)

(50 ILCS 745/3.11) (from Ch. 85, par. 2514)

Sec. 3.11. In the course of any interrogation no fireman shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the fireman's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record.

(Source: P.A. 83-783.)

(50 ILCS 745/4) (from Ch. 85, par. 2515)

Sec. 4. The rights of firemen in disciplinary procedures set forth under this Act shall not diminish the rights and privileges of firemen that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.

(Source: P.A. 83-783.)

(50 ILCS 745/5) (from Ch. 85, par. 2516)

Sec. 5. This Act does not apply to any fireman charged with violating any provisions of the Criminal Code of 1961, or any other federal, State, or local criminal law.

(Source: P.A. 83-783.)

(50 ILCD 745/6) (from Ch. 35, par. 2517)

Sec. 6. The provisions of this Act apply only to the extent there is no collective bargaining agreement currently in effect dealing with the subject matter of this Act.

(Source: P.A. 83-783.)

(50 ILCS 745/7) (from Ch. 85, par. 2518)

Sec. 7. No fireman shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted by this Act.

(Source: P.A. 83-783.)

MEMORANDUM OF AGREEMENT No. 1

**Between
THE CITY OF AURORA
and
AURORA FIREFIGHTERS ASSOCIATION
LOCAL 99, IAFF, AFL/CIO/CLC**

For reasons stated below, the City and Union agree that the Fire Chief is within his right to prohibit employees of the Aurora Fire Department from performing active fire fighting and/or EMS duties as an assigned employee for municipalities operating a paid or volunteer fire department other than the City of Aurora.

The provision of fire protection services to the public is a dangerous occupation requiring highly trained, physically capable personnel using appropriate methods and equipment under the direction of experienced supervisors. As such, the performance of fire protection duties without the requisite training, methods, equipment or supervision may threaten the health and well-being of employees and the public.

Employees who perform fire protection duties on a voluntary basis or as a result of outside employment are subject to increased exposure to hazardous conditions that may result in a greater incidence of illness or injury. Consequently, the performance of such duties for other municipalities may have a direct bearing on employees' ability to perform fire protection duties for the City of Aurora.

State statute has established a presumptive causal relationship between an employee's fire suppression duties and certain heart and lung disabilities the employee may develop. The City of Aurora and its taxpayers are financially liable for the employee's duty disability benefits, and must be confident that such disabilities are the result of the employee's work for the City and not for another municipality.

Employees covered by the Agreement shall not perform fire fighting or EMS duties for other municipalities or districts operating a paid or volunteer fire department other than the City of Aurora.

**FOR LOCAL NO. 99
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL/CIO/CLC:**

Date

FOR THE CITY OF AURORA:

Mayor

City Clerk