RESOLUTION NO.: 2013-136

BE IT RESOLVED BY THE CITY COUNCIL of the City of Danville, Illinois, that the attached Collective Bargaining Agreement between the City of Danville and the Danville Fire Fighters Union Local #429 is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the same on behalf of the City.

PASSED this 15th day of October, 2013, by 13 Ayes, 0 Nays and 1 Absent.

APPROVED:

By: Scott Eisenhauer
Mayor

ATTEST:

By: Lisa K. Monson
City Clerk

POSTED PUBLICLY OCT 17 2013

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF DANVILLE, ILLINOIS

And

DANVILLE FIRE FIGHTERS UNION LOCAL #429

OF THE

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS

TERM OF AGREEMENT

MAY 1, 2011 TO APRIL 30, 2014

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ARTICLE 1 – PREAMBLE

SECTION 1.1 AGREEMENT

This Agreement is made and entered into as of May 1, 2011 by and between the City of Danville, Illinois (the "City"), and Local 429 of the International Association of Fire Fighters, AFL-CIO, Danville, Illinois (the "Union").

SECTION 1.2 WITNESSETH

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its full- time employees who are within the provisions of this Agreement insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right to operate the city effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement covering wages, hours and certain terms and conditions of employment and to provide for the prompt and fair settlement of grievances without any undue interruption of or other interference with the operations of the Fire Department.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE 2 – IN GENERAL

SECTION 2.1 GENERAL DEFINITIONS

Unless the context clearly requires otherwise, certain words, terms and phrases used in this Agreement shall have the meanings given them from place to place herein, including as defined Article 1 above.

SECTION 2.2 CERTAIN WORDS USED HEREIN

The words "hereof", "herein", "hereunder", "hereto", and other word of similar import refer to this Agreement as a whole and not solely to the particular portion thereof in which any such word is used. The defined terms used herein include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

SECTION 2.3 REFERENCES TO ARTICLES, ETC.

References to articles, sections, subsections, paragraphs and other subdivision of this Agreement are to the designated articles, sections, subsections, paragraphs and other subdivisions of this Agreement as originally executed.

SECTION 2.4 HEADINGS

The headings of this Agreement, and Table of Contents, are for convenience only and shall not define or limit the provisions hereof.

ARTICLE 3 – RECOGNITION

SECTION 3.1 RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining over wages, hours and other conditions of employment. The bargaining unit shall consist of all sworn positions within the Danville Fire Department, including Probationary Firefighters, Firefighters, Fire Lieutenants, Captains and Assistant Chiefs, but excluding the Director of Public Safety and Clerical Personnel. The benefit of any and all decisions reached as a result of this Agreement shall apply equally to all employees in the bargaining unit (the "employees").

The provisions of this Agreement are effective only to the extent permitted by law.

SECTION 3.2 NO DISCRIMINATION

There shall be no discrimination or intimidation against any employee by the Union or the City because of any employee's membership or lack of membership in the Union or by virtue of any employee's holding office or not holding office in the Union. The provisions of this Agreement shall be applied to all employees without discrimination.

SECTION 3.3 INDEMNIFICATION

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

ARTICLE 4 – MANAGEMENT RIGHTS

SECTION 4.1 MANAGEMENT RIGHTS

It is recognized that the City has and shall continue to 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. Among the rights retained by the City are the City's right to determine its mission and policies; to set standards of service offered to the public; to determine the methods, means, organization and number of personnel needed to carry out such mission; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in and by the Fire Department or by the employees of the City; to schedule and assign work; to hire and assign or to transfer employees; to establish normal work hours; to establish work and productivity standards; to assign overtime; to make and enforce rules and regulations; to change or eliminate existing methods, equipment or facilities; to introduce new or improved methods; to contract out for goods and services; to layoff or relieve employees due to lack of work or funds or for other legitimate reasons; to promote and to discipline, suspend or discharge for just cause in the manner provided by law; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

ARTICLE 5 – NO STRIKES/NO LOCKOUTS

SECTION 5.1 NO STRIKES

The Union, its officers and agents and the employees covered by this Agreement, agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other interruption of any Fire Department operations. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City in the manner provided by law.

SECTION 5.2 NO LOCKOUTS

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 6 – HOURS OF WORK AND LIVING CONDITIONS

SECTION 6.1 APPLICATION

This article is intended to define the normal duty hours of work and to provide the basis for the calculation and the payment of overtime. It shall not be construed as a guarantee of hours of work per day or week, or of days off work per week. For purposes of this Agreement all members of the bargaining unit are divided into two (2) divisions, as

follows: Division 1 which consists of persons who are assigned duties in fire suppression; Division 2 which consists of persons who are assigned duties in areas of service other than fire suppression.

SECTION 6.2 NORMAL DUTY HOURS

A. The normal duty hours for all members, except for Division 2 employees, will not exceed an accumulated average of fifty-four and fifteen hundredths (54.15) hours per week when averaged over a three (3) week period and shall consist of a schedule of twenty-four (24) consecutive hours on duty immediately followed by forty-eight (48) hours off duty. Such hours shall be accomplished by making every effort to schedule a "Kelly Day" off duty 4 shifts per year during a FLSA long cycle to produce average annual hours of 2816.

B. The normal duty hours for Division 2 employees will not exceed an accumulated average of forty (40) hours per week and shall consist of a schedule of five (5) eight-hour days in a seven (7) day period commencing on Monday each week.

SECTION 6.3 WORK DAY

For those who are or may be assigned to fire suppression duties, the normal work day shall consist of (provided that an emergency situation does not occur which would automatically preclude):

A. Normal shift time shall start at 8:00 a.m.

B. During the half-hour period between 7:30 a.m. and 8:00 a.m., the City shall make reasonable efforts that no department activity be scheduled (including any routine truck maintenance activities, fire prevention duties, fire inspections, facility tours or medical evaluations).

C. Monday through Friday. Normal duty time for training, inspections, tours of facilities, normal maintenance duties, hose washing and housekeeping, will begin at 8:00 a.m. (including travel times) and will conclude by 4:30 p.m.

The normal lunch period shall be from 11:00 a.m. to 12:00 p.m., unless such time interferes with on-going activities.

D. Saturdays and Sundays. Normal duty time shall conclude immediately after the daily apparatus checks are complete and the station duties and apparatus floors have been cleaned.

It is recognized by both parties that activities may occur outside of such times as specified in this Section. Both parties shall make reasonable efforts to avoid such occurrences. However, Performance Standards will be instituted to accomplish the activities of the Fire Division.

E. The City shall attempt to give reasonable notification to any affected Employees of anticipated or known alterations of regularly scheduled work periods including fire prevention activities.

F. An employee's normal workday shall conclude at 8:00 a.m. the following day after such time that the employee reported for work. However, an employee who is relieved prior to 8:00 a.m. by another Employee may leave at the time that the on-coming Employee has officially relieved them.

G. Employees whose normal work day extends from one calendar day into another; or who work overtime from one (1) calendar day into another, shall be considered as working on the calendar day on which they started to work.

SECTION 6.4 40 HOUR PER WEEK EMPLOYEES

The Director of Fire Service or his/her designee, may assign employees attending training and employees working Special Duty Assignments to an average forty (40) hour week consisting of five (5) consecutive eight (8) hour work days. Any training or special duty assignments will not reduce an employee's normal take home pay. It is understood that acceptance of a forty (40) hour work week assignment shall be voluntary on the part of an employee.

For Employees assigned to a forty (40) hour work week, their normal work day shall consist of eight (8) consecutive hours of work within a twenty-four (24) hour period, interrupted by and an unpaid meal period.

The Director of Fire Services shall be responsible for determining the number and types of these shifts. The Director of Fire Services is also authorized, at his/her discretion, to grant days/time off assignments among these employees.

In cases where a 24/48 hour employee accepts a forty (40) hour work week assignment, and the employee's normal work day falls on either the Sunday prior to or the Saturday after the employee's expected start of a forty (40) hour assignment, then such employee shall be given the Sunday prior to start of their forty (40) hour work week off and the Saturday following the forty (40) hour work week off at the City's expense. The employee will then resume his/her normal schedule after such a date.

Employees on a forty (40) hour work week assignment for training shall not be eligible for voluntary recall rotations during the duration of their assignment, including the Saturday and Sunday in which they were given time off to complete such assignment.

Employees on a forty (40) hour work week for state or federally funded training such as MABAS TRT or MABAS Hazardous Materials will adhere to the language in appendix F.

SECTION 6.5 SPECIAL DUTY ASSIGNMENTS

The Director of Public Safety or his/her designee, may at his/her sole discretion, establish "Special Duty Assignments" and determine the job duties, qualification requirements and additional compensation (if any) for such assignments. It is understood that acceptance of these assignments shall be voluntary on the part of an Employee.

"Special Duty Assignments" shall not exceed a period of one calendar year from the date of first appointment to such job.

An Employee who is selected for a Special Duty Assignment shall not be considered as having been appointed to a different rank.

The Director of Public Safety or his/her designee, must post a minimum fourteen (14) calendar day advance notice at each of the City's four fire stations a description of such duty including the expected job length, job duties and job requirements of the Special Duty Assignment prior to any selection of an employee. All employees shall have the right to apply for such Special Duty Assignments, so long as the qualifications for the job are satisfied.

In cases where the Employee, who is assigned to a Special Duty Assignment, comes from the rank of Fire Lieutenant or Fire Captain and the assignment is expected to last longer than a period of thirty (30) days, then the City shall appoint an eligible temporary employee to fill that position for a period not to exceed 180 days. At which time the City shall make another temporary appointment to the next eligible candidate from the Promotion list not to exceed 180 days.

Should the City choose at any time after the original appointment to make a Special Duty Assignment a fulltime position within the Fire Department, then the Union shall be allowed to then negotiate those terms of any such agreement so long as the affected position or employee would normally be considered to be covered by the collective bargaining unit and this Agreement.

SECTION 6.6 SCHEDULING KELLY DAYS

During the term of this Agreement and until a successor Agreement is reached by the parties, Firefighters and Lieutenants shall schedule their Kelly Days pursuant to the following provisions:

A. A Kelly Day Selection shall be accomplished by scheduling a "Kelly Day" off duty 4 shifts per year during a FLSA long cycle. Should a situation arise where a Kelly Day may not be capable of being scheduled during a FLSA long cycle, such Kelly Day shall be scheduled only upon the approval of the Assistant Chief or the Director in cases involving the Assistant Chief.

B. Kelly Day selection shall not be permitted where the maximum allowed number of employees is already met during the vacation scheduling period. The number of employees on vacation at any one time shall be subject to the provisions of Section 7.1 of this Agreement.

C. More than one employee may select the same date for Kelly Day scheduling, so long as the date is open and available for selection as per Section 7.1 of this Agreement.

D. An annual Kelly Day selection period will be conducted in January immediately following the annual 72 hour vacation period and shall be conducted in the following manner:

    1. Starting with the most senior employee on the shift working down the seniority list to the least senior.

    2. This will continue for four (4) rounds until all Kelly Days are selected.

    3. When there is an occurrence of no slots being available during an FLSA cycle, the next available shift will be opened as slots are needed, subject to paragraph A above. (For example if there are 15 employees needing Kelly Day slots and only 14 slots exist within a FLSA long cycle the next shift after long cycle will be open for Kelly Day picks).

    4. Any Kelly Day taken on the Employee's last day of the fiscal year shall be considered used during the annual Kelly Day period then ending, and any Kelly Day time schedule for the first day of the new fiscal year shall be considered used during the annual Kelly Day period then commencing.

E. All Kelly Days are to be scheduled during the Kelly Day selection process. Employees may not save or hold Kelly Days. Kelly Days not scheduled by the employee during Kelly Day selection process forfeit their right to select their Kelly Days. Their Kelly Days are than assigned by their Assistant Chief or Director in cases involving the Assistant Chief, with the first available open slot in the FLSA long cycle to be selected.

F. Kelly Days may not be cancelled or re-scheduled once selected. Selection of a Kelly Day is final.

G. If an employee is promoted or transferred to a different shift, the Employee's unused scheduled Kelly Days shall be placed in the nearest open calendar date to the previously scheduled Kelly Day selections. OR the employee may elect to choose a Kelly Day in the next long cycle of the shift they are moving to if they do not want the nearest open calendar date to their previously scheduled Kelly Day.

H. Employees may trade Kelly Days provided that the exchanging Employees must be assigned to the same shift.

I. Kelly Day trades shall be approved at least one (1) duty shift in advance of the first involved tour of duty by the Employee's Battalion Chief. Once the trade is approved it is the responsibility of the Employee that is supposed to work that shift to be on duty. However, sick leave can be granted to an Employee that has traded a Kelly Day in accordance with Article 10 of this Agreement, with the hours charged to the employee taking sick time.

J. Employees who exchange Kelly Days shall accept responsibility for the equity of the trade and the consequences should the trade fail to be repaid. The City shall have no responsibility if the trade is not repaid, regardless of the reason.

K. When an employee is either required or elected by the City to attend training and his/her regularly scheduled Kelly Day would occur during the training, a substitute Kelly Day for that employee shall be scheduled.

L. Employees hired after the Kelly Day Selections will select their days only after the completion of Fire Academy and will not be permitted to miss any required training. The new employee's Assistant Chief shall have the sole responsibility for assigning the new employee's schedule for their Kelly Day cycles within the remaining FLSA slots. Where available, the probationary firefighter will select their Kelly Days within the FLSA long cycle. However, probationary employees are the only ones permitted to schedule outside the FLSA long cycle because of mandatory training such as Fire Academy, etc. per the direction of his/her Assistant Chief.

M. For each year of scheduling Kelly Days an employee may convert a previously scheduled vacation day to a Kelly Day and have his/her vacation day returned to their bank, so long as the vacation scheduled falls inside the FLSA cycle. In cases where no other Kelly Day slots are open and an employee has a vacation day scheduled within the FLSA cycle, the employee must convert his/her vacation day into a Kelly Day and the vacation day will be returned to their bank.

N. At the conclusion of the rounds, using the Rules and Regulations in Section 6.6, the designee of the Union shall notify the Public Safety Director or his designee, and all stations of the Fire Department when these rounds have been completed.

O. Master Vacation Calendar. Following the completion of the process of selection of Kelly Day time as set forth in Section 6.6 above, the Union shall prepare a master vacation calendar and shall provide such master vacation calendar to the City.

SECTION 6.7 TRADING TIME

Any employee wishing to trade time with another employee on a different shift pursuant to this Section must notify his/her Shift Commander and get such Shift Commander's permission. If the amount of time to be traded interferes with the training or other efficient operation of the shift, such trading will be allowed only at the Shift Commander's discretion.

Lieutenants may trade time with other Lieutenants or with Firefighters on the current eligibility list for Lieutenant. Lieutenants may only repay Firefighters on the eligibility list the time traded when such Firefighters are acting in the capacity of a Lieutenant. All Firefighters may trade time with other Firefighters in accordance with the terms stated in this Section. It is expressly understood that only one (1) employee shall be paid for any period of work that being the employee scheduled for duty during that period of time.

Probationary employees who have obtained Basic Firefighter Certification shall be allowed to trade time after receiving prior approval by the Assistant Chief and has reached phase 4 of the FTP Program (appendix F).
*

Repayment of approved time trades shall be the responsibility of the employees only, and not the City. In the event a substitute is unable to report for duty on the day of the trade due to illness or injury, that substitute shall be responsible to provide a replacement or use their own sick leave.

SECTION 6.8 STATION ASSIGNMENTS

A. Annual Station Assignments

The most senior Lieutenant by time in rank and the three (3) most senior firefighters on each shift shall have the right to select his/her station assignment on an annual basis. No two firefighters may select the same station assignment, excluding Station #3 where two (2) of the three (3) most senior firefighters may select that station as their assignment.

Senior employees will only qualify for the "Station Assignment" provision during the annual selection date of April – not during the year or upon a requested transfer to another shift.

Each employee qualifying for the above shall submit to his/her shift commander a written request for assignment between April 1st and April 7th by 5:00 PM each year.

All permanent employee station assignment notifications shall be made on or before April 15th of each year. All station assignments will take effect on May 1st of each year and will last until April 30th of the following year.

Notwithstanding the above, the shift commander may assign a probationary employee to an outside house at his/her discretion after entering Phase 4 of the FTO Program or for just cause may reassign employees throughout the fiscal year for uncorrectable personality conflicts or discipline.

B. Station assignment based on specific training

The shift commander may move an employee to a different station for specific training. (For example- Training on Truck 1) In those instances where an employee is moved out of Station 3 to an outside house for a period of time for specific training, then Section 6.8 (c) will apply. The shift commander will return the employee upon completion of training, but make every effort to return employees to their assigned station within 30 calendar days of moving them for specific training.

C. Vacancies at Outside Houses

All personnel on duty in excess of the minimum staffing for the bargaining unit shall be assigned to Station #3.

When a vacancy exists at an outside house and manning is above minimum, such vacancies shall be filled on a voluntary basis starting with the most senior to the least senior firefighter on duty at Station #3. If no senior firefighter accepts such assignment, then the least senior employee, including probationary employees that have made it to Phase 4 of the FTP, shall be assigned. The Shift Commander or his designee shall have the responsibility to assign excess firefighters to fill these vacancies.

Nothing in this section shall affect the practice of assigning a firefighter on the Lieutenant eligibility list to fill a vacancy in the rank of Lieutenant. Firefighters will be assigned, if accepted, above rank in the following order;

1. Offered to those employees in rank order on the eligibility list that could be promoted to the rank of Lieutenant.
2. Offered to those employees in rank order that are not able to be promoted to the rank of Lieutenant but on the eligibility list.
3. Offered to those employees that meet all the requirements to take the next Lieutenants promotional exam in order of most senior to least senior.
4. Offered to the remaining employees that do not meet the requirements above in order of most senior to least senior.
5. Should all the above decline the above rank time then the least senior employee on the eligibility list of that shift will be assigned by the shift commander the above rank time.

No probationary firefighter shall be so assigned to above rank situations.

ARTICLE 7 – MANNING, OVERTIME AND COMPENSATORY TIME

SECTION 7.1 MANNING REQUIREMENTS

(a) MANNING

Except as otherwise provided herein, the City agrees that no fewer than thirteen (13) members of the bargaining unit shall function in a fire suppression capacity at all times during the term of this Agreement, including:

One (1) Assistant Chief
One (1) Captain
Three (3) Lieutenants
Eight (8) Firefighters

There shall be two (2) Division 1 Command (Assistant Chief and Captain) positions per shift, at least one of which shall be a commissioned command officer. Any vacancy created by the use of a Kelly Day shall not result in a recall.

(b) EQUIPMENT MANNING

All engine companies shall be manned with not less than three (3) personnel, and all truck companies shall be manned with not less than two (2) personnel. The City agrees to man at least four (4) Engines, three (3) of which will be manned with a Lieutenant, and one (1) truck company as the minimum apparatus in the Fire Department.

(c) CROSS-MANNING

Notwithstanding the provisions of subsection (b) above to the contrary, the City shall have the right to assign any employee to more than one (1) vehicle at a time, and the response of such employee shall be on the first vehicle to which he/she had been assigned that was called.

(d) MANNING RECALL RULES

Notwithstanding the provisions of this Section to the contrary, in the event that manning on a shift shall falls below thirteen (13) employees represented by the Union for a period of time during that shift, recalls for manning will be made only under the following rules:

(1) If the Shift commander is aware at or before the beginning of the shift that minimum manning will not be attained at any time or times during that shift due to scheduled leaves of absence among employees represented by the Union, the City will recall for the length of time needed to cover any

shortage of three (3) hours or more. Scheduled manning shortages of less than (3) hours shall be exempt from recall requirements.

(2) If, during a shift (with no knowledge before the beginning of a shift) the shift falls below the minimum manning under Subsection (a) above, the City will recall for any period of time in excess of three (3) hours.

(3) Notwithstanding the provisions of paragraph (1) and (2) above to the contrary, the City will not be required to recall for any manning shortage at any time one (1) or more employee represented by the Union is off due to emergency leave, but the City has the right in its sole discretion to recall at such times.

(4) The City will not institute any recall for manning for a shortage occurring between the hour of 12:00 midnight and the end of the shift, unless such shortage is known at the beginning of that shift and is scheduled to exceed three (3) hours in duration.

(e) LIMITATION OF AVAILABILITY OF CERTAIN LEAVE

In order to avoid undue recalls, the parties agree that no more than three (3) employees from the rank of Firefighter and Lieutenant and 1 from Command represented by the Union may be off for reasons of vacation, personal leave, Kelly day, or compensatory time off at any (1) time on any shift. provided, however that in the event that three (3) such employees are off for one or more of such reasons at any one (1) time on a shift and there are fourteen (14) employees represented by the Union present for duty on such shift, then one (1) additional employee represented by the Union shall have the right (subject to seniority rules) to receive personal leave, or compensatory time off pursuant to the rules governing those respective types of leave. Notwithstanding the provisions of the foregoing sentence to the contrary, sick leave, bereavement leave, paid Union leave and emergency leave shall not affect the ability of three (3) such employees from the rank of Firefighter and Lieutenants and 1 from Command to be off on any shift for the reasons set forth herein.

(d) ADDITIONAL COMPANIES

If the City places any additional units in service, it agrees to man the new unit with one (1) Lieutenant and two (2) firefighters and increase manning under 7.1 (a) accordingly.

The following provisions shall supersede all other paragraphs within Article 7 and shall remain in effect during the term of this Agreement and until a successor Agreement is reached by the parties.

(e) No fewer than 13 members of the bargaining unit shall function in a fire suppression capacity at all times during the term of this Agreement. It is understood by the parties that the following positions shall be those positions of which a shift shall be made when at minimum staffing: 1 Assistant Chief; 1 Captain; 3 Lieutenants; and, 8 Firefighters.

(f) In those instances when manning on a shift falls below 15, personnel at Station 3 may be assigned to the appropriate responding apparatus per Fire Division guidelines and procedures, which shall be mutually agreed to by IAFF Local 429 and the City.

(g) In those instances when manning on a shift falls below 15 and a "working fire" is in progress, the City will automatically recall to duty one (1) Command officer, two (2) Lieutenants and four (4) Firefighters. A

"working fire" shall be designated by the first arriving officer and shall apply to all structure fires where a supply line is charged.

(h) The City agrees to fill vacancies when the authorized strength of the 24/48 suppression force, including Officers and Firefighters, falls below 51. The City agrees that when such vacancies exist, the City will draft a letter to the Board of Fire and Police Commissioners notifying them of such vacancy. Said letter shall be provided to the Board prior to their next available meeting, with a copy to the Union.

(i) All engine companies shall be manned with not less than three (3) personnel and all truck companies shall be manned with not less than two (2) personnel.

(j) All four fire stations shall remain open and in service at all times during this Agreement.

(k) At any time the City's manning falls below 13 (2 from Command and 11 from the Bargaining Unit) during a shift the City will recall enough personnel to maintain at least 13 personnel on duty at all times.

(l) In order to avoid undue recalls, the parties agree that no more than three (3) employees from the rank of Firefighter or Lieutenant and one (1) from Command may be off for reasons of vacation, personal leave, Kelly Day or compensatory time off at any one time on any shift.

Notwithstanding the foregoing, sick leave, bereavement leave, paid Union leave and emergency leave shall not affect the ability of three (3) employees from Firefighter or Lieutenant and one (1) from Command to be off on any shift for the reasons set forth herein.

ARTICLE 8 - EDUCATION, TRAINING AND REIMBURSEMENT

SECTION 8.1 TRAINER COMPENSATION

On-duty employees may teach training sessions without additional compensation. Off-duty employees required to teach training sessions shall be paid at overtime rate for a minimum of two (2) hours.

SECTION 8.2 SPECIALTY TRAINING

No on duty member of this bargaining unit shall be excluded from any specialty training or refresher courses which may be offered to interested employees.

SECTION 8.3 WEATHER LIMITATIONS TO TRAINING

A. The City and Union agree that outdoor training under certain weather conditions may pose unnecessary health risks to employees. The City and Union further agree that use of equipment for training purposes under certain weather conditions may pose unnecessary risks for damage and increased wear and tear. As such, the following limitations will be placed on training.

    1. No outdoor training will be performed when the heat index in Danville, Illinois is over 90 degrees Fahrenheit or when the wind chill is below 20 degrees Fahrenheit.
    2. No driver's training will be performed when the wind chill is below 20 degrees Fahrenheit, and the apparatus shall remain in the station as much as possible.

B. This section shall not be construed to be a limitation on the following:

    1. The performance of normal duties;

2. Drivers training during the hot season where the vehicle has an enclosed cab with properly functioning cooling systems;
3. Inside/indoors training, which shall mean training where there is a roof overhead, except that training may not occur in the training tower or other City structure if the heating/cooling units are not properly functioning.

Training outside these limitations will be allowed as not to hinder the reception of federal or state funded training.

SECTION 8.4 EDUCATION/TRAINING REQUIREMENTS

In striving to keep its firefighting force current with national standards, basic skills, and new methods, the parties agree that education and training are important.

A. For purposes of this Section the following terms shall apply.

"Department Training" shall mean any training, course, class, conference, or seminar where the City elects to send an employee for the betterment of the Division.

"Independent Training" shall mean any training course, class, conference, or seminar where the employee elects to attend of their own choice for the betterment of themselves or future advancement.

B. Arrangements

1. For Department Training, the City shall notify those employees assigned to such training in advance of the scheduled time for such training. Any employee so assigned shall sign any necessary paperwork for attendance at such training.

2. For Independent Training, the employee shall request such training in advance and shall complete all necessary forms provided by the Division. All independent training must be approved by the Public Safety Director or his designee prior to the employee attending such training. Failure to make such request and complete all necessary forms shall result in forfeiture of any benefits provided in this Article.

3. In all matters concerning education and training, priority will be given to those employees assigned to Department Training.

C. Travel Policy

1. Any official travel by a city employee must be authorized in writing by the Public Safety Director or his designee. It is the responsibility of the Public Safety Director or his designee to provide a copy of all documents to the employee and to retain a copy at the Fire Division Headquarters of all authorized travel.

2. City Vehicle

a. When available, the City will make all attempts to first provide the use of a city vehicle.

b. Employees who have had a city vehicle made available to them cannot deny the use of said vehicle in order to collect mileage per diem.

c. If, for any reason, the employee is unable to travel by city vehicle after having one made available to him, the employee forfeits any right to mileage reimbursement.

d. When two or more employees are attending the same training, such employees shall carpool back and forth from class.

e. When two or more employees are attending training at nearby locations and the course schedules are similar, the employees shall make all attempts to carpool back and forth from class. If the course schedules are dissimilar, the employees may use an additional city vehicle upon the approval of the Public Safety Director or his designee.

f. An employee attending class for two or more consecutive days may request to keep the vehicle at their home overnight, provided: the employee obtains the express written approval of the Public Safety Director or his designee; the vehicle shall not be used for personal business; and, the vehicle shall be stored in a garage or similar building, or if not available, in a driveway. In no event shall a city vehicle be stored on the street.

g. Employees who use a city vehicle to attend training are responsible for washing and fueling the vehicle at the conclusion of the class before returning it.

3. Nothing in this Section guarantees that an employee is entitled to a city vehicle for independent training. However, the Public Safety Director cannot arbitrarily deny such a request.

D. Reimbursement

1. In striving to keep its firefighting force current with national standards, basic skills and new methods, the City shall agree to reimburse education costs for job-related classes approved by the Public Safety Director or his designee. Each employee shall be granted an annual allowance for the attendance at training in an amount of $800 per fiscal year. Such allowance shall be cumulative from year to year, with a maximum accumulation of $1,600.00. The Public Safety Director or his designee will maintain accounts for each employee and be responsible for the maintenance of the account. Any employee seeking reimbursement from their account shall follow the requirements of this Article and any applicable Division procedures. The allowance shall be available for use by each employee on May 1st in each year of this agreement. Probationary employees will only be eligible for the allowance and accumulation after the beginning of the City's fiscal year subsequent to their completing their first full year of service and after being appointed to full-time status.

2. Authorized local or out-of-town travel by privately owned automobile shall be reimbursable at the rate determined by the City Council for such costs. Requests for reimbursement shall be supported by detailed mileage records.

3. Travel by private vehicle must be justified in terms of the comparable cost of the trip by common carrier, where common carrier service is convenient and available. Travel by air, if approved, will be in coach or economy. Authorized transportation costs other than by privately owned automobile shall be reimbursable to the extent of the exact expense incurred. Requests for reimbursement shall be supported by detailed receipts showing costs incurred.

4. The cost of miscellaneous expenses shall be reimbursed for actual expenses supported by detailed receipts submitted by the employee. But, in no event shall the reimbursement exceed an amount greater than the current State of Illinois rate for such costs. An employee shall be paid a per diem for meals. The per diem shall be based upon the current State of Illinois rate for such items, as provided by the **US General Services Administration**. The employee shall submit for the per diem at the same time as the employee submits the paperwork for attending such training and in sufficient time for the City Comptroller to pay out the per diem to the employee prior to his or her attending the training.

5. The allowance provided in this section may also be used for registration fees and costs associated with conferences, conventions, meetings and organizations having interests and benefits for the City, provided that attendance is approved by the Public Safety Director.

6. At the conclusion of any education or training session, the employee shall complete an itemized sheet showing all of the costs associated with such session. The sheet shall clearly state the purpose of the trip and shall be kept on record at the Fire Division Headquarters.

7. It is the responsibility of the Public Safety Director or his designee to see that all appropriate paperwork is properly submitted to the City such that reimbursements owed to the employee may be paid in a timely fashion.

E. Independent Training

A significant amount of education and training done by employees of the Fire Division is conducted of their own accord. Attainment of this higher education and training directly correlates to the success of the Division. The City and Union agree that every attempt to foster this environment should be exercised. Each party shares the responsibility to be financially responsible with the use of the taxpayer dollars and thus a process for appropriateness of the training along with a policy of fairness to the employee must be in place to ensure that a positive working relationship is upheld at work and in the community.

The following provisions shall apply when an employee requests independent training:

1. Employees attending independent training shall be responsible for their own time off in order to attend such training.

2. Employees may seek reimbursement for the following items. However, the total reimbursement sought shall not exceed the employee's personal allowance provided in this Article.
    a. Tuition;
    b. Books, materials, supplies;
    c. Travel and meals, where such costs shall not exceed the current State of Illinois rate; and,
    d. Lodging, only if the independent training is more than 45 miles away and lasts at least two or more days.

3. Any employee seeking reimbursement shall complete all forms required by the Division with approvals acquired prior to attendance, or the employee may lose their right to reimbursement.

4. Employees attending IFSI or similar school may elect to have the City billed in lieu of reimbursement; provided however, that the employee provides adequate documentation of attendance and successfully completes the course. Employees who elected to have the City billed for tuition expenses and subsequently fail to provide documentation that supports successful completion of the course or fail to provide documentation of satisfactory attendance shall automatically grant the City permission to seek reimbursement through means of an automatic payroll deduction. The rate of deduction shall provide full reimbursement in no more than 10 equal payments. The employee shall sign a form provided by the Finance Division for such deduction, with a copy to be provided to the employee. The form shall provide for the amount and schedule of the payroll deductions to satisfy the debt. An employee who fails to meet the above criteria subsequently forfeits any future right to have the City billed. If an employee retires, is discharged, or otherwise leaves their employment with the City prior to the reimbursement being paid in full shall have the entire remaining balance become due and owing, and such amount shall be deducted from the employee's last check.

5. If an employee desires to attend training and have the City billed but does not have enough in their education allowance to cover the cost, the employee shall remit to the City the difference between the

cost of the course and their education allowance at the time of requesting the training in order to have the City billed.

F. Extremely Strenuous Training

1. "Extremely Strenuous" shall refer to that training which is made up solely of practical, hands-on physical training; or, a combination of classroom and practical, hands-on physical training where the overwhelming majority of the course consists of practical, hands-on physical training.

2. The following provisions apply to Department Training and where the employee would be working their normal duty shift the day of training.

   a. On those days when the class is at least 8 hours or more in length, the City shall grant the employee the remainder of any shift he is scheduled to work off for safety reasons and to provide adequate rest for the employee.

   b. When 3 or more days in any week period of at least a 40-hour course are considered extremely strenuous, the employee shall be assigned to a 40-hour week pursuant to Section 6.4 of this Agreement for safety reasons and to provide adequate rest for the employee.

   c. Any employee subject to the provisions contained herein shall not be eligible for nor subject to any recalls.

G. MABAS Training (see appendix g)

SECTION 8.5 Captain / Assistant Chief TRAINING

A. Command officers may be scheduled for training on their off-duty time. During these hours, the officer will be paid at the rate of one and one-half (1-1/2) his or her regular hourly rate of pay, with a 2-hour minimum. This Section does not apply to or interfere with any training scheduled during an officer's regular duty hours.

B. When it becomes necessary for an officer to begin his regular work day early, in order to meet a time objective, as directed by the Director, he will be compensated for his time in the manner described under overtime pay - this would occur if an officer was required to attend a class or seminar in a location that started at his normal work day time, but required the officer to leave early in order to be present at the start of the class or seminar. This provision would apply only if the officer had to leave at least an hour before his regular duty day time. If this would occur, the officer would be compensated for all of the time put in before and after his regular duty day.

ARTICLE 9 - VACATIONS

SECTION 9.1 VACATIONS

A. Firefighter and Lieutenant Vacation Eligibility.

An Employee's vacation year shall begin on the anniversary date of his her appointment as a sworn member of the Danville Fire Department.

Vacation time may be used or taken by employees during their annual vacation period. Such vacation time shall be earned and shall be calculated as follows:

For employees with at least one year of service:

Six (6) working days for one (1) full year of service;

Seven (7) working days after two (2) full years of service;

Ten (10) working days after (3) full years of service;

Eleven (11) working days after (20) full years of service;

B. Command Officers Vacation Eligibility.

A command officer's vacation year shall begin on the anniversary date of his or her appointment as a sworn member of the Danville Fire Division. Such vacation time shall be earned and shall be calculated as follows;

(a) Division 1 Personnel. Division 1 personnel with less than twenty (20) years of service as of such anniversary date, fourteen (14) workings days. Division 1 personnel with twenty (20) or more years of service as of such anniversary date, fifteen (15) working days.

(b) Division 2 Personnel. Division 2 personnel with less than twenty (20) years of service as of such anniversary date, thirty (30) working days. Division 2 personnel with twenty (20) or more years or service as of such anniversary date, thirty-two (32) working days.

C. Continuous service.

Service shall be measured and based upon the length of continuous service, starting with the first day of full-time employment as a uniformed member of the Fire Department.

SECTION 9.2 VACATION SCHEDULING

The scheduling of vacation time during the annual vacation period shall be on the basis of seniority by shift. It is expressly acknowledged and understood, however, that:

(i) A twenty-four (24) hour, fully scheduled working day shall be the minimum allowable period of vacation time;

(ii) The number of employees on vacation at any one time shall be subject to the provisions of 7.1 (e) of this Agreement;

(iii) The employee must give his/her Assistant Chief at least one (1) hour notice prior to the shift before taking any vacation time. In cases involving the Assistant Chief they will give the Director of Public Safety at least one (1) hour notice prior to the shift before taking any vacation time.

(iv) Except as otherwise provided in Section 17.1 of this Agreement, any vacation time shall be forfeited without pay if not used by such Employee during his/her vacation year which shall end the day before his/her anniversary date; provided, however, that vacation days not taken during an employee's annual

vacation period may be carried over to the following annual vacation period whenever (a) the Deputy Director requests an employee to not use scheduled vacation and such time is not rescheduled during the current vacation period

(v) Once a vacation day is scheduled, there shall be no bumping; trading or voiding of the day except as may specifically be provided for in this Article.

(vi) Any vacation day taken on the Employee's last day of his/her vacation year shall be considered used during the annual vacation period then ending, and any vacation time scheduled for the first day of the Employee's new vacation year shall be considered used during the annual vacation period then commencing.

(vii) Bank days may be cancelled by the Employee on at least one (1) hours notice to an Assistant Chief prior to the start of the shift.

(a) Vacation Selection Process by Union.

This process of selection of vacation time by individual employees shall be conducted by two groups, one consisting of Firefighters and Lieutenants, and the other by Captains and Assistant Chiefs_in any year in the following manner:

(1) Initial Two Rounds.

Commencing with the last three (3) days in January of any year, there shall be two (2) full rounds of vacation scheduling in which the most senior employee may first select up to his/her maximum number of vacation time by days, provided that such time consists of fully consecutive working days. Such round shall then continue with the next most senior employee until all employees have had an opportunity to so select vacation time. A second round of vacation scheduling shall then be conducted in the same manner as the first. The designee of the Union shall notify Public Safety Director or his/her designee, and all stations of the Fire Department when these initial two (2) rounds of vacation scheduling have been completed.

(2) Seventy-Two (72) Hour Scheduling.

After the initial two rounds of vacation scheduling have been completed in accordance with paragraph (l) above and the Union has notified all stations of the Fire Department to that effect, there shall be a seventy-two (72) hour scheduling period during which the most senior employee may first select any remaining vacation time on a single day basis. Such scheduling shall then continue with the new most senior employee until all employees have had an opportunity to so select remaining vacation time on a single day basis. The union shall notify all stations of the Fire Department when this seventy-two (72) hour scheduling period is to begin.

(3) Subsequent Available Days.

In the event that any vacation time subsequently becomes available for use by employees for any of the reasons hereinafter identified, the Public Safety Director or his/her designee, shall notify the appropriate Union Steward of such availability in writing. Upon being so notified the Union Steward shall provide for the selection of such available vacation time in accordance with the procedure set forth in paragraph (2) above for seventy-two (72) hour scheduling.

In the event that an employee covered by this Agreement is transferred by the City from one shift to another for any of the reasons hereafter identified, then the transferring employee shall fill any available leave slots on the shift to which he/she is being transferred as of the date of notification of such transfer. This provision does not eliminate the City's responsibility to open available days under the preceding paragraph.

The provision of this paragraph (3) shall apply only to days becoming available and transfers resulting from any one of the following reasons: the termination or retirement of an employee covered by this Agreement,

transfer of an employee from one shift to another, promotion of an employee to a higher rank, or worker's compensation disability of an employee. In the event that an employee returns to work from a worker's compensation disability, then his/her previously selected vacation days shall be returned to such employee and any other employee who has selected remaining days shall be bumped.

(4) Master vacation Calendar.

Following the completion of the process of selection of vacation time as set forth in paragraphs (1) and (2) above, the Union shall prepare a master vacation calendar and shall provide such master vacation calendar to the City. Any changes or amendments to such master vacation calendar pursuant to paragraph (3) above shall likewise be prepared by the Union and provided to the City.

(b) Maintenance of Master Vacation Calendar.

The City, by and through its Public Safety Director or his/her designee, shall maintain the master vacation calendar at the Number 3 station. In the event that any employee has not scheduled any of his/her eligible vacation time in accordance with the provisions of subsection (a) above, any such employee may schedule such remaining time on a single day, first-come basis by placing his/her name for any remaining available day or days on the master vacation list so maintained at the Number 3 station by the Assistant Chiefs Office. The Union and the City mutually acknowledge and agree that the master vacation list, as so prepared and maintained at the Number 3 station, shall be determinative and that any dispute or difference of opinion by any employee with respect to vacation scheduling shall be resolved with reference to such master vacation calendar.

SECTION 9.3 PAYMENT OF VACATION PAY

Vacation pay for all employees covered by this Agreement may be paid to any such employee requesting such pay on the payday immediately preceding his/her scheduled vacation time, provided that such employee has at least five (5) consecutive workdays scheduled of vacation time. Such employee shall receive such vacation pay only for five (5) or more consecutive workdays so scheduled as vacation time. Provided, however, this payment of vacation pay shall only be paid on a regularly bi-weekly payroll and then only in the event the Public Safety Director or his/her designee receives written notice from such employee of his/her request for such vacation pay on or before the Monday of the week the regular bi-weekly payroll is prepared.

SECTION 9.4 PAYMENT UPON TERMINATION

Any employee who is terminated from the City shall be paid for any unused vacation time at the time of such termination.

SECTION 9.5 DENYING OF VACATIONS

The granting and taking of vacation days will not be denied due to manpower unless:

(i) Catastrophic conditions are declared by the Mayor and/or the Director of Public Safety, or his/her designee;

(ii) Exceptional conditions arise due to major injuries per shift; or

(iii) Total procedures have been taken by Fire Department to maintain manpower by the call-back to duty procedure.

ARTICLE 10 LEAVES OF ABSENCE

SECTION 10.1 SICK LEAVE

(a) In General.

Accumulated sick leave may be charged for illness and non-duty injury. Use of sick leave up to a maximum of twenty-four (24) continuous hours, or the actual consecutive remaining hours of absence in a duty day, whichever amount of hours is less, may also be exercised by an employee for each occurrence of a sudden illness or accident of an acute or life-threatening nature to such employee's spouse, child, father or mother, which requires such employee's presence. Sick leave shall be charged only for the hours the employee would have been scheduled to work on that day but for such employee's illness, non-duty injury, or required presence in the event of a sudden illness or accident of an acute or life-threatening nature as specified herein.

(b) Rate of Accumulation.

1. Division 2 Employees
   171 hours of sick leave for each year of this Agreement, which shall be credited to such employee on May 1 of each such year. In the event of eligibility for sick leave, these hours will be used first. Sick leave used will be deducted on an hourly basis. Any sick leave hours not used on or before the following April 30 shall be accumulated except as governed by Section 10.1 (e) below. Sick leave may be accumulated to a maximum of 1,440 hours.

2. All other employees
   All other employees covered by this Agreement shall be credited with two hundred and forty (240) hours of sick leave for each year of this Agreement, which shall be credited to such employee on May 1 of each such year. In the event of eligibility for sick leave, these hours will be used first. Any sick leave hours not used on or before the following April 30 shall be accumulated except as governed by Section 10.1 (e) below. Sick leave may be accumulated to a maximum of 2016 hours.

3. A new member of the bargaining unit shall have his credit prorated to May 1 of the year in which he became a member. In the case of an employee who changes from Division 2 status to Division 1 status in any year, the annual sick leave for such employee shall be increased with a pro-ration of the increase to May 1. There shall be no adjustment during the year in the case of an employee who changes from Division 1 status to Division 2 status.

(c) Eligibility for Sick Leave.

(1) In order to be eligible to receive sick leave benefits as above specified, an employee returning to work must present to his/her battalion chief, a certificate from a reputable physician, stating that he/she personally treated said employee for the sickness or injury which kept the employee from work. The provisions of this paragraph (1) of this subsection (c) shall not apply to an employee who is absent from work for twenty-four (24) consecutive hours of scheduled work or less.

(2) In all such cases where the employee is absent for forty-eight (48) consecutive hours of scheduled work or less, the Public Safety Director or his/her designee, may investigate said absence on the first occurrence thereof and submit a report as to whether the employee is sick or injured and thus unable to perform the duties of his/her employment. If the report is approved by the Public Safety Director or his/her designee, then the employee shall be entitled to sick leave benefits in accordance with paragraph (1) of this subsection (c) immediately above for the hours when such employee would have otherwise been scheduled to work but for his/her sickness or injury.

(3) No employee shall work at any outside employment or engage in any self-employment while off on sick leave on his normal scheduled duty day.

(d) Return to Work.

No employee who has been absent on account of sickness for more than forty-eight (48) consecutive hours of scheduled work shall return to work without first submitting to his/her Assistant Chief or his/her designee, a certificate signed by a reputable physician stating that the employee is able to perform the duties of his/her employment. However, the Public Safety Director may require an employee to undertake a physical examination by a reputable physician at the City's expense to determine whether he/she is fit to return to or continue work. If the physician determines that the employee cannot perform the work as required, the employee may not continue or resume work but must, if eligible, take sick leave as provided herein. If the physician certifies that the employee is able to perform the duties of his/her employment, said certification shall constitute termination of any leave of absence for sickness or injury.

(e) Payment for Non-Use of Sick Leave

1. Firefighter / Lieutenant

Any employee who uses seventy-two (72) hours or less of sick leave during a twelve-month period commencing on May 1, shall receive a bonus in an amount equal to the number of hours of pay at the employee's regular hourly rate as set forth on the following schedule:

Sick Leave Usage	Bonus Pay Hours
Take No Sick Leave	100 Hours
One (1) to twenty-four (24) hours	75 Hours
More than twenty-four (24), but forty-eight (48) hours or less	65 Hours
More than forty-eight (48), but seventy-two (72) or less	50 Hours

Any employee who is eligible to receive a bonus hereunder shall not accumulate any unused sick leave for which such bonus is payable, or shall have the right to waive the bonus in writing for the purpose of keeping all accumulated sick leave hours.

2. Captain / Assistant Chief

Any employee who uses no sick leave hours during a contract year (May 1 to April 30) shall receive a bonus in an amount equal to the hours set forth below at such employee's regular rate of pay, payable in the next month after April 30 of each year:

Division 1: 100 hours
Division 2: 71 hours

Any employee who uses sick leave of not more than seventy-two (72) hours during a contract year during a contract year (May 1 to April 30) shall receive a bonus in an amount equal to the hours

set forth below at such employee's regular rate of pay, payable in the next month after April 30 of each year:

Division 1:	80 hours
Division 2:	57 hours

SECTION 10.2 PERSONAL LEAVE

(a) Personal Leave Granted.

Subject to the provisions of Section 7.1 (l) pertaining to limitations on availability of certain leave, personal leave shall be granted to each employee. Such personal leave may be used by employees in any multiple of three (3) consecutive hours, provided, however, that not more than four (4) occurrences of only three (3) consecutive hours may be used by an employee during any twelve-month period.

(b) Requesting Personal Leave.

Except for holidays when City Hall is closed, any employee desiring to use personal leave between the hours of 8:00 a.m. and 4:30 p.m., Mondays through Fridays, inclusively, shall request such personal leave on the day sought and at least one (1) hour in advance. Otherwise the time needs to be available per Section 7.1(l).

Requests of personal leave may be denied by the City as provided in Section 7.1 (l).

(c) Amount of Personal Leave.

Firefighter / Lieutenant

Each non-probationary employee shall be allowed seventy-two (72) hours of personal leave during each year of service, commencing with such employee's first anniversary date. Any personal leave granted hereunder which has not been used by the employee at the end of such year of service shall be lost.

Captain / Assistant Chief

Personal leave in the amount of ninety-six (96) hours per calendar year shall be granted to each employee. Such personal leave may be used by employees in any multiple of consecutive hours, provided, however, that not more than four (4) occurrences of only three (3) consecutive hours or less may be used by any employee during such calendar year.

(d) Cancellation of Personal Leave.

While on personal leave, an employee may cancel any unused portion in multiples of three (3) hours, provided it will not violate the provisions of subsection (a) above.

Personal leave may not be cancelled if it would cause cancellation of a recall.

SECTION 10.3 EMERGENCY LEAVE

Any employee may leave on emergency leave of not more than four (4) hours in the event of an unexpected or unforeseen occurrence of an emergency nature which requires such employee's immediate presence. If such employee is absent for more than four (4) hours, such employee may elect to use available personal leave or may

elect to obtain his/her own relief from duty by trading time with another employee as provided herein, for the remainder of any time the employee is absent from duty during that working day in excess of four (4) hours. In the event that an employee neither uses available personal leave nor finds his/her own relief for such purpose for the remainder of any time the employee is absent from duty during that working day in excess of four (4) hours, any such excess time shall be charged as unpaid leave.

Whenever a member of the bargaining unit is on duty and is called away from the job for an illness or accident to his/her spouse, child or parent, he/she would be given up to four (4) hours emergency leave. If he/she is unable to return to duty within the four (4) hour period, he/she will try to call in to advise the shift commander of the circumstances relating to the illness or accident.

If those circumstances allow for treatment of the occurrence under paragraph 10.1 (a) then he/she will be charged sick leave for any time away during that duty day after the first four (4) hours. If those circumstances do not allow for treatment of the occurrence under paragraph 10.1 (a), then the provisions of this paragraph 10.3 will control.

In the event the employee is unable to call in during such initial four (4) hour period, or if the circumstances are not known to the employee during such initial four (4) hour period, then leave beyond the first four (4) hours shall be controlled by this paragraph 10.3 until such time as the officer has been provided sufficient information to determine if the occurrence meets the standards of paragraph 10.1 (a).

SECTION 10.4 BEREAVEMENT LEAVE

When a death occurs in an employee's immediate family, such employee shall take the next forty-eight (48) consecutive hours of scheduled work for bereavement leave. For the purpose of this Section, an employee's immediate family shall include the spouse, son, daughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother or grandchild of such employee or such employee's spouse. In the event that any such death may occur while an employee is on duty, bereavement leave as provided in this Section may be taken by such employee for the hours remaining in that duty day, and, if such employee so elects, he/she may make use of sick leave following the expiration of the forty-eight (48) consecutive hours of scheduled work for bereavement leave for the remaining hours in the duty day when such employee would otherwise be scheduled to return to work from bereavement leave, provided that any such employee shall provide the City with notice at least twenty-four (24) hours in advance of such use or such sick leave under this Section.

SECTION 10.5 COMPENSATORY TIME-OFF

(a) Allowance of Compensatory Time Off.

Any employee covered by this Agreement may elect to receive compensatory time, in lieu of overtime pay, at the rate of one and one-half (1 1/2) hours for each hour of overtime worked. Employees electing to convert overtime pay to compensatory time shall notify the Assistant Chief, or Director of Public Safety in cases involving the Assistant Chief, prior to the last day of the pay period. Employees shall be allowed to accrue up to a maximum of seventy-two (72) hours of compensatory time and the employee shall be allowed to carry over seventy-two (72) accrued hours to the next fiscal year.

Compensatory time shall not be scheduled in advance. Any request for the usage of Compensatory time may only be granted on the date it is to be used. While Compensatory Time shall occupy a slot it is no longer a guaranteed type of leave; it shall be enforced as a discretionary form of leave.

Compensatory Time shall not be granted if the awarding of such Compensatory Time would create a recall for manning, regardless of circumstance.

Once approved and begun by the employee, the City cannot cancel for the original requested allotment of time to be used by the employee, regardless of duration; however, the City may not grant the employee any extension of time if the extension of time would create a necessity for a recall. While the

employee is off on compensatory time, such employee will not be subject to or eligible for any recalls to duty.

To this end, employees electing to take compensatory time starting at 8:00 A.M., shall verify their leave after 7:30 A.M. on the morning of their regularly scheduled shift in which the compensatory time will be used.

Any compensatory time approved at 7:30 A.M. shall not be cancelled after the start of the normal work day.

(1) Comp time shall be taken in intervals of neither less than three (3) nor more than twenty-four (24) hours on a shift, provided, however, that less than three (3) hours may be taken to exhaust any remaining comp time.

(2) Comp time shall be granted by the Employee's Assistant Chief upon request, provided that the request may be denied because of manning requirements of the Fire Department at any time up to 7:30 a.m. of the day requested.

(3) If a request for comp time is denied because of manning requirements, the employee shall have the right to provide substitutes under the time trade provisions of this Agreement.

(4) Compensatory time may only be added to the end of personal leave with a minimum of at least three (3) hours and may only be added on to if the slot is open and would not create a recall.

(b) Survival of Compensatory Time Off.

The provisions of this Section shall survive the expiration of this Agreement. Any employee who is terminated as provided in Section 13.3 shall be paid for any unused comp time as of the date of termination at the final regular hourly rate received by such employee.

SECTION 10.6 JURYAND WITNESS DUTIES

(a) Employees who are called to serve on a jury before a Court empowered by law to require such service shall be granted a leave of absence with full pay and benefits, provided that they remain at and return to work when they are not otherwise required by the court to be absent (including necessary travel time), and further provided that they submit to the City any jury duty pay which they receive for jury duty which occurred during their regular scheduled work hours.

Employees who are called for Jury Duty are required if possible, to notify their Assistant Chief at least one (1) week prior to such jury service date so that appropriate staffing arrangements can be completed. As soon as the employee is released from jury service, the employee shall so notify their Assistant Chief so that any staffing arrangements made due to the jury service may be changed.

(b) An employee who is required to appear as a witness in court or other administrative or judicial hearing due to circumstances arising out of the performance of his/her duties as a City employee, shall either be relieved from duty without loss of pay or benefits, or if off duty, be compensated at one and one-half (1 1/2) times his/her regular hourly rate of past for such appearance(s).

Employees who are required to appear as a witness in a court or other administrative or judicial hearing are required to notify their Assistant Chief upon receiving a summons, subpoena or other notice to appear so that appropriate staffing arrangements can be completed. If the

employee is notified that they are no longer required to appear, the employee shall notify their Assistant Chief so that any prior arrangements for staffing can be changed accordingly.

ARTICLE 11 - COMPENSATION AND OTHER BENEFITS

SECTION 11.1 BASE SALARIES

The annual base salaries to be paid for the term of this Agreement are set forth in Appendix B attached hereto and made a part thereof.

SECTION 11.2 WORKING OUT OF CLASSIFICATION

Except as otherwise provided in this Section, temporary upgrade pay, shall be paid when an employee is assigned to work at a higher rank for a period of more than three (3) consecutive hours. In that event, such temporary upgrade pay shall be paid for the total hours actually worked at the higher rank.

The hourly rate of pay for temporary upgrade pay from firefighter to Lieutenant shall be the hourly rate for the higher rank, including such employee's accredited longevity.

The hourly rate of pay for Lieutenant to Captain shall be the base Captain rate.

Temporary upgrade pay as provided in this Section shall not apply or be paid, however, in those instances in which an employee is temporarily assigned to a higher rank and a full complement of officers regularly assigned to fire suppression duties, (i.e. three (3) Lieutenants, a Captain and an Assistant Chief), are otherwise on duty.

SECTION 11.3 PAYDAY

Payday shall be every other Friday.

SECTION 11.4 LONGEVITY PAY

The City agrees to the following longevity pay which shall be added to the annual base salaries, and which shall be effective from and after the execution of this agreement.

~~2% beginning at the start of the fifth (5th) year and continuing through the ninth (9th) year of an employee's cumulative full-time service;~~

~~5% beginning at the start of the tenth (10th) year and continuing through the fourteenth (14th) year of an employee's cumulative full-time service;~~

~~10% beginning at the start of the fifteenth (15th) year and continuing through the seventeenth (17th) year of an employee's cumulative full-time service;~~

~~11% beginning at the start of the eighteenth (18th) year and continuing through the nineteenth (19th) year of an employee's cumulative full-time service;~~

~~13% beginning at the start of the twentieth (20th) year and continuing through the twenty-fourth (24th) year of an employee's cumulative full-time service and,~~

~~16% beginning at the start of the twenty-fifth (25th) year and continuing through the balance of an employee's cumulative full-time service.~~

Firefighters and Lieutenants

6% beginning at the start of the tenth (10th) year and continuing through the fourteenth (14th) year of an employee's cumulative full-time service;

11% beginning at the start of the fifteenth (15th) year and continuing through the seventeenth (19th) year of an employee's cumulative full-time service;

16% beginning at the start of the twentieth (20th) year and continuing through the balance of an employee's cumulative full-time service.

Command Officers

(1) Two percent (2%) of the Captain's or Assistant Chief's base pay from the beginning of the fifth through the end of the ninth year of service at a rank higher than Lieutenant;

(2) Three percent (3%) of the Captain's or Assistant Chief's base pay from the beginning of the tenth through the end of the fourteenth year of service at a rank higher than Lieutenant;

(3) Seven percent (7%) of the Captain's or Assistant Chief's base pay from the beginning of the twentieth year and continuing through the balance of their cumulative full-time service.

SECTION 11.5 INSURANCE

(a) Group Insurance.

The City will provide one or more plans of group health insurance (including managed care plans) for all employees.

DATE	INDIVIDUAL	EMPLOYEE SHARE ONE DEPENDENT	EMPLOYEE SHARE TWO OR MORE DEPENDENTS
May 1, 2011	$35.00/Month	$135.00/Month	$150.00/Month
May 1, 2012	$50.00/Month	$150.00/Month	$165.00/Month
May 1, 2013	11% of coverage selected.		

(b) Right to Select Carriers.

The insurance benefits provided for herein shall be provided under a group insurance policy, managed care plan, or self-insured plan selected by the City. The City shall notify and consult with the Union before changing insurance carriers, self-insuring or changing plans or policies. In connection with such consultation, the City shall provide the Union with a written summary of all proposed changes.

(c) Copy of Plan / Summary of Benefits.

Upon request by the Union, the City shall provide the Union with a complete copy of the current policy or policies or self-insured plan for such insurance benefits. The current Medical Benefits, including coverages, deductibles and co-pays for the City's HMO, PPO, and POS Medical Plans (including Schedule of Benefits), shall be attached to this agreement as Appendix G. Each January 1, the current City HMO, PPO, and POS plans, including the schedule of benefits, shall replace the previous versions and be attached as Exhibit G.

(d) Section 125 Plans.

The City has adopted a plan pursuant to the provisions of Section 125 of the Internal Revenue Code with respect to the payroll deductions for employee contributions for insurance hereunder. If the City adopts a "flex-plan" or other similar arrangement the City agrees to allow employees in the bargaining unit to have the right to elect to participate in such plan.

(e) Joint Health and Safety Committee

Upon execution of this Agreement, the City shall form a "Joint Health and Safety Committee," comprised of one (1) member of each City employee group or bargaining unit, and representatives of the City's administration. The Committee will periodically review and discuss employees' health insurance coverage, workers' compensation issues and liability claims involving employees. The Committee's function shall include, but not be limited to, review of the City's various insurance plans, usage experience, costs and the like, and shall discuss and propose changes to the City's insurance products and services, which may include, but shall not be limited to, the investigation of opportunities for competitive pricing in connection with such products and services. The Committee's function shall be advisory only and the City retains its historical managerial prerogative to make changes to the City's insurance plans.

Section 11.6. Physical Examination.

The City will provide each employee with a complete medical physical examination, conducted by a competent physician selected by the City, with all costs to be paid by the City. Such physical examination shall be provided not less frequently than bi-annually.

SECTION 11.7 EYEGLASS AND WATCH REPAIR

(a) Eyeglass Repair.

If in the line of duty, eyeglasses are damaged, destroyed, or lost, the City will pay for the replacement of lenses, based upon the last verifiable prescription, or a new prescription if the employee agrees to pay the examination cost, plus a maximum of Two Hundred Dollars ($200.00) for frames.

(b) Watch Repair.

If in the line of duty, a member's watch is damaged or destroyed, replacement or repair will be provided to a maximum of Eighty-Five Dollars (S85.00).

(c) Reporting.

A11 such claims for payment or reimbursement as provided in the Section shall be submitted by such employee in writing to the employee's immediate supervisor on the proper form supplied by the City.

SECTION 11.8 TERMINATION PAY

A. Division 2 Command personnel. The City agrees to compensate them upon retirement for all accrued vacation time and up to four hundred eighty (480) hours of accrued sick leave.

B. For all other employees the City agrees to compensate them upon retirement for all accrued vacation time, and up to six-hundred seventy two (672) hours of accrued sick leave.

C. In the event a retired employee elects to remain a participant in the group medical insurance plan of the City upon retirement, and in addition to the termination pay described above, the City shall pay the three (3) monthly premium contributions, which would otherwise be payable by the retired employee, with respect to such plan. No additional benefits shall be earned or accrued by such employee after the date of his or her retirement.

SECTION 11.9 SPECIALITY TEAM MEMBERS INCENTIVE

Each employee who is an active member of any one or more of the Danville Fire Department Hazardous Materials Team, Technical Rescue Team, or Fire/Arson Investigation Team shall receive as incentive pay for such participation an additional One-half of One Percent (½%) on his or her base salary as shown on Appendix B attached. Membership on more than one such team shall not permit more than a single One-half of One Percent (½%) on the employee's base salary for such year. In the event such employee ceases to be an active member of any such team, then his or her incentive pay shall terminate.

Compensation received by any specialty team members shall not replace any compensation for call backs for service, training while off duty, etc. This additional compensation shall account for any preparation time when teaching a team class, additional training while on duty, committee meetings, report writing or any other team duties performed while on duty.

In order to make the teams the most effective they can be and so that the opportunity to be on a team is available to as many members as possible, the City and Union agree that an employee who has met the educational requirements of more than one team shall select only one team to be his or her "primary" team.

An employee may serve on any number of teams, so long as no other member (who is not currently on any team) wishes to be on the employee's team and there are not enough available spaces for both.

SECTION 11.10 OTHER OVERTIME PAY

(A) Any hours actually worked by an employee covered by this Agreement in excess of 212 hours during the twenty-eight (28) consecutive days of work period as declared by the City under the Federal Fair Labor Standards Act shall be compensated at the rate of one and one-half (1 1/2) times such employee's regular hourly rate of pay which shall be the annual salary divided by 2,756 hours.

(B) All hours actually worked by an employee covered by this Agreement in excess of his or her normal duty hours shall be compensated at the rate of one and one-half (1 1/2) times such employee's regular hourly rate of pay which shall be the annual salary divided by 2,756 hours.

(C) Calculation of cash payments for unused paid leave time shall be based on the employee's regular hourly rate of pay as described in paragraph (B) above.

SECTION 11.11 PYRAMIDING

Compensation shall not be paid more than once to the same employee for the same hours under any provision of this Article or Agreement, provided, however, that nothing in this Section shall be construed to circumvent the calculation of such overtime hours as may otherwise be required herein at least once.

SECTION 11.12 LIGHT DUTY

A. The City may require an employee who is on duty-related injury leave for more than three (3) consecutive duty shifts to return to work in a light duty assignment provided the employee's physician or the City's physician has reasonably determined that the employee physically capable of performing the light duty assignment.

B. Any employee who is on non-duty related injury or sick leave for more than three (3) consecutive duty shifts has the right to request that they be placed in an available light duty assignment that the employee is qualified to perform, and the employee's physician or the City's physician has reasonably determined that the employee is physically capable of performing.

C. Light Duty assignments as provided in paragraphs (A) and (B) shall be subject to the following conditions:

   1. Such a light duty assignment is available and the employee is presently qualified to perform the duties of such assignment or can be qualified to perform with a minimum of training.

   2. The employee's physician or the City's physician has reasonably determined that the employee is physically capable of performing the light duty assignment without significant risk that such return to work will aggravate any pre-existing injury.

   3. A reasonable expectation exists that the employee will be able to assume full duties and responsibilities within a reasonable time, not to exceed twelve (12) months from the first date of injury.

D. The work schedule for current employees shall be the employee's choice of either his regular 24/48 shift schedule with the first 8 hours of such shift being in the front office, or a 40-hour week schedule being 8:00 a.m. to 4:30 p.m. Monday through Friday. The work schedule for any employee hired after the effective date of this Agreement shall be a 40-hour week schedule being 8:00 a.m. to 4:30 p.m. Monday through Friday.

E. Light Duty assignments may include front office work or other productive work assignments. Any employee on a light duty assignment will not be counted as part of the suppression manning.

F. The salary paid to any employee assigned to light duty shall be at the 24-hour shift annual salary at the rank held with no loss of benefits.

G. If an employee returns to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within a reasonable time thereafter, the City shall return the employee to the rank held prior to the injury. If, at that time, the employee's physician or the City's physician has not reasonably determined that the employee is capable of performing

their full duties, the employee shall use available sick leave and apply to the pension board for benefits.

H. Nothing herein shall be construed to require the City to create light duty assignments for an employee. Light duty assignments may only be available when the City determines that the need exists and only so long as the need exists.

I. Nothing in this section shall diminish, impair or affect the statutory rights as provided for in Chapter 40 Illinois Compiled Statutes Section 5/4-101 et seq. relating to pensions for disabled and injured employees. Nothing in this section shall diminish, impair or affect the responsibilities of the pension board in complying with the provisions of Chapter 40 Illinois Compiled Statutes Section 5/4-101 et seq. relating to pensions.

J. Nothing in this section shall diminish, impair, or affect the rights and benefits of any employee eligible to receive benefits as a result of an off-duty injury or sickness.

K. Any salary compensation due the injured employee from Worker's Compensation or any salary due to the injured employee from any type of insurance that may be carried by the City shall revert to the City during the time for which continuing compensation is paid to the injured employee.

L. Any payment for medical, hospital, doctors, or other items payable under Worker's Compensation shall not revert to the City.

M. The City shall not enact any ordinance, rule, or regulation that bars or has the effect of barring the rights of employees injured in the line of duty from continuing to exercise their rights to file and have their claims heard and determined according to the provisions of the Illinois Workers' Compensation Act (820 ILCS 305/1 et seq.). This provision shall not negate the right of the City to receive credit for benefits provided by the Illinois Workers' Compensation Act against benefits otherwise required of or provided by the City by way of contract, law, ordinance, or policy.

SECTION 11.13 COMMUNICATION DEVICES.

The City will provide a communications device to each Captain and Assistant Chief and shall pay the costs and fees related to it. Such device shall be used only for city business.

ARTICLE 12 - CLOTHING AND BEDDING

SECTION 12.1 STATION CLOTHING

(A) The City shall furnish all uniforms, insignia and equipment to Probationary Fire Fighters when they join the Danville Fire Department, in accordance with the list of such items set forth on Item A of Appendix "C" attached hereto and incorporated by reference herein.

Thereafter each employee shall be granted an annual allowance for the replacement of unserviceable uniforms, insignia and equipment in the amount of $300.00 for fiscal year May 1,

2009 through April 30, 2010, and $350.00 for fiscal year May 1, 2010 through April 30, 2011. Such allowance shall be cumulative from year to year, with a maximum accumulation of $750.00. The City will maintain account amounts for each employee and the City shall be responsible for maintenance of the account, members must request a purchase order (PO) through their own respective shift commander.

The allowance shall be available for use by each employee on May 1st in each year of the agreement.

(B) All clothing worn on-duty by personnel shall be of the approved items listed in Appendix "C" of this Agreement. Any changes to the list will be mutually agreed upon by the City and Local 429. All approved items may be worn while on-duty.

(a) All T-shirts, Polo-shirts or dress shirts shall be properly tucked into the uniform pants, during regular business hours (Mon-Friday 8:00-4:30) or when working in public areas.

(b) DFD issued work out clothing (Including sweat pants, shorts, sweat shirts or t-shirts) may be worn during periods of physical training or as sleep wear.

(c) Employees may put on their work out clothing/sleep wear any time after regular business hours or upon the expressed permission of their commanding officer.

(d) Any clothing worn by employees while on-duty that is not issued or approved by the fire department shall be covered from the public eye while acting in an official department capacity including responding to calls, inspections, etc.

(e) When employees are on scheduled official department business and they are out in the public in non emergency fashion then they are to be wearing either approved polo shirts or the fire department dress shirt along with approved shorts or long pants.

(f) Employees are allowed to wear department issued shorts except in cases where bunker gear or other personal protective gear is required for firefighting or extrication purposes.

(C) Employees shall maintain the following items: blankets, mattress cover, a set of sheets, pillow and pillow case.

Probationary firefighters will be responsible to purchase those items before starting on his/her own first full 24-hour shift and will submit a receipt for reimbursement of such items to his/her Assistant Chief, provided the cost or reimbursement will not exceed $150.00.

Full-time employees who request reimbursement are to turn in a receipt to their shift commander; employees will not be reimbursed for any amount that exceeds their personal bank.

(D) Any clothing or equipment issued by the City may be used by the employee during the period of his/her employment.

(E) All clothing not provided by the City shall be maintained and purchased at the employee's expense, except for those items identified in Section 10.7.

(F) Any uniform and piece of equipment listed on Appendix "C"(Item A) which is damaged or lost in the line of duty shall be repaired or replaced immediately at the City's expense without charge to the employee's annual or maximum allowance.

SECTION 12.2 PERSONAL PROTECTIVE EQUIPMENT

(A) The City will issue all fire fighting "turn out gear" to new recruits in accordance with the list of such items set forth on Appendix "D" attached hereto and incorporated by reference herein.

(B) Any uniform and piece of equipment listed on "Appendix D" which is damaged or lost in the line of duty shall be repaired or replaced immediately at the City's expense without charge to the employee's annual or maximum allowance.

(C) The City shall supply all safety items that are required of employees to use while on the job. The City shall immediately repair or replace such required safety items that are lost or damaged in the line of duty.

SECTION 12.3 CLOTHING ADMINISTRATIVE PROVISION

(A) All uniforms and protective clothing remain the property of the City and therefore must be worn and used subject to all departmental rules and regulations.

(B) Upon separation from the Fire Department, all Personal Protective Clothing (regardless of condition), and insignia (except the badges and name plates) must be returned. The City may choose to waive this provision.

(C) All station clothing and dress uniforms shall remain the personal property of the employee.

SECTION 12.4 CHANGES IN EMPLOYMENT STATUS

(A) The City shall provide all permanently promoted employees with those uniform items which are unique to their new position. The City shall also provide permanently promoted officers with any badges and insignia required by the new position.

(B) Should the City require changing the style, color or logo of any required uniform items or require any new uniform items covered in Section 12.1, the City will provide such changed or new clothing items to all Employees who are required to wear them as the initial issue. The City may however elect to offer a new or alternative style, color or logo to the uniforms and may not be made to purchase those items for all employees, so long as the new item remains an option and is not required to be worn by the City.

ARTICLE 13 - UNION BUSINESS

SECTION 13.1 UNION SPACE

The Employer agrees to provide any reasonable and appropriate area for Union files, bulletin boards and meeting facilities so long as such space is available for such use.

SECTION 13.2 ORIENTATIONS

The City shall provide an opportunity during orientation for a Union official to discuss the Union with any new employee covered by this agreement.

SECTION 13.3 RIGHT TO UNION REPRESENTATIVE

Any employee under investigation shall have the right to the presence of a Union Representative during investigations. Unless this requirement is waived by any such employee, such Union Representative

shall be present during any period of interrogation. Such Union Representative shall act as a witness and an advisor to such employee but shall not function as an advocate for such employee. Such right as is provided in this Section shall not apply to any employee charged with violation any provisions of any federal, state or local criminal law or to any administrative proceeding or non-judicial hearing which is authorized by law to recommend, approve or order the suspension, removal or discharge of any such employee. Any admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Section may not be used in any subsequent disciplinary proceeding against such employee but shall not be subject to the grievance and arbitration provisions and procedures of this Agreement.

In addition to and not in limitation of the foregoing provisions of this Section, the parties hereby incorporate by reference the provisions of the Firemen's Disciplinary Act of the State of Illinois (50 ILCS, 745/1) as in effect from time to time during the term of this Agreement. To the extent that the expressed provisions of this Section shall differ from those set forth in the Act, then the former shall control over the latter.

SECTION 13.4 UNION RELEASE AND LEAVE TIME

(a) Release Time for Grievance Processing and Negotiations.

When notified by the Union, the Employer shall grant Union representatives release time (working time without loss of pay) for investigating and processing grievances and for contract negotiations. Not more than one hour of release time for investigating a grievance shall be allowed the Union without the consent of the Employer. Although such consent may be denied, it shall not be arbitrarily or capriciously denied. One Union representative shall be released for grievance meetings with the City. Three (3) Union representatives, one (1) from Captain or Assistant Chief and two (2) from either Firefighter or Lieutenant, per shift shall be released for contract negotiation meetings with the City. Requests to release additional Union representatives from a given shift for grievance and negotiation meetings with the City may be denied but shall not be arbitrarily or capriciously denied.

Leave for grievances and negotiations shall not constitute paid Union leave as set forth below. Nothing contained in this Section shall interfere with situations requiring immediate duty related action by any employee.

(b) Union Leave.

(1) Paid Leave.

The Union shall be entitled to a total of one hundred twenty (120) hours of paid leave per calendar year for Union business, including attendance at conferences, seminars, educational meetings and legislative activities. Any such Union leave shall be subject to the Director of Public Safety or his/her designee, being notified of the time and purpose of such leave:

(i) Notice shall be given at least three calendar (3) days in advance in the cases of regularly scheduled conferences, seminars and educational meetings; or

(ii) as soon as is reasonably practicable in the case of legislative activities or such other emergency Union business as is specified herein.

(2) Unpaid Leave.

Officers and delegates of the Union shall be granted an unlimited number of day's off-duty without pay for such Union business as is specified above for paid Union leave, subject to the same notice requirements as therein so specified, but only when such leave will not interfere with Fire Department operations.

SECTION 13.5 CHECK-OFF

Upon the filing with the City of a written request for such deduction in the form set forth in Appendix A, signed by the employee, the City will deduct uniform monthly dues from the wages of each such employee and remit such amount deducted to the appropriate officer of the Union monthly.

SECTION 13.6 NOTICE AND REMITTANCE OF DUES

The union shall notify the City in writing the amount of the uniform dues to be deducted annually. Deductions shall be made on the first payday of each month and shall be remitted, together with an itemized statement, to the Treasurer of the Union by the fifteenth (15th) day of the month following the month in which the deduction is made. All vacation pay will have uniform monthly dues withheld from any such check issued on the applicable payday.

SECTION 13.7 FAIR SHARE FEES

Employees covered by this Agreement who are not members of the Union or do not make application for membership within thirty (30) days of attaining a rank position included in the bargaining unit, shall be required to pay, in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment. Should any employee covered by this Agreement be unable to pay such fair share fee based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member, such amount as is equal to the fair share fee shall be deducted from such employee's check and paid to a charitable organization mutually agreed upon by the Union and such employee. Such fair share fee shall not exceed the amount of uniform monthly dues required of members of the Union, and shall be deducted and forwarded to the Union on the same basis of intervals as dues as so provided in Section 13.6 hereof. The Union hereby agrees to comply with all applicable laws governing the rights of employees required to pay any fair share fee. Any disputes or complaints concerning the deduction of any fair share fee or the amount thereof shall be administered through the procedures established therefore by the Illinois State Labor Relations Board.

ARTICLE 14 – SENIORITY

SECTION 14.1 DEFINITION OF SENIORITY

For the purpose of this Agreement, seniority is defined as the employee's length of cumulative active service with the City of Danville Fire Department since his/her last date of hire, except as hereinafter provided. Seniority shall accumulate during periods of illness and injury.

If more than one employee is hired on the same day, then with regard to seniority as between such employees, it shall be determined by referring to the composite scores recorded on the test taken by the appointed employee in applying for service with the Fire Department. The employee who ranked the highest on the list for appointment to the Fire Department shall have seniority over other appointees ranking behind such employee according to their respective test scores.

The City will provide the scores of any individuals hired on the same day, so that the Union can verify the new hire's seniority.

SECTION 14.2 SENIORITY LIST

The City shall establish and maintain a current seniority list of Fire Department personnel, which shall be posted in each of the City's four fire stations in the first week of the new fiscal year and re-posted

during any fiscal year whenever a change to the list is made. The Union shall receive a copy of such seniority list. Any objections to such list as posted shall be reported to the Director of Public Safety, or his/her designee, within ten business (10) days of the date of such posting, or said list shall stand approved as posted. Nothing contained in this Section shall be deemed to preclude any correction to the current seniority list at any time, but the City shall be held harmless for any reliance upon such seniority list from and after ten (10) business days of the date of such posting until such correction is made.

SECTION 14.3 TERMINATION OF SENIORITY

Seniority and the employment relationship shall be terminated when an employee:

(i) Resigns, quits, or dies;

(ii) Is discharged for just cause;

(iii) Retires

(iv) Is absent for three (3) consecutive workdays without notifying the Director or his/her Shift Commander;

(v) Is on layoff for a period of one (1) year or more, but any seniority earned to the date of such layoff will be frozen;

(vi) Is laid off and fails to report to work within seventy-two (72) hours after being called, or after the City has undertaken reasonable efforts to reach such employee, provided, however, that in the event the employee notifies the Director or his/her designee, before the expiration of seventy-two (72) hours, the Director or his/her designee, may grant an extension of the time to report if the employee has a justifiable reason for such delay; or

(vii) Does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence, provided, however, that in the event of emergencies or other extraordinary circumstances, such time limitation may be extended by the Director or his/her designee.

SECTION 14.4 APPLICATION OF SENIORITY

(a) Except for selection of vacation periods, station assignment, (under Section 6.7), and instances of a call-back to duty, seniority will apply on a department wide basis, not on a station-by-station or shift-by-shift basis.

(b) Seniority shall not apply to duty assignments, except in those instances where the least senior employee at each station is responsible for kitchen duties, preparation of coffee and garbage removal as assigned by the station officer.

(c) Any additions to this list shall be mutually agreed to by the Deputy Director of Fire Service, or his/her designee and the Union executive board and shall be written out and signed by both parties in a letter of understanding that shall remain in effect for the term of this Agreement.

SECTION 14.5 LAYOFFS AND REINSTATEMENT

Layoffs shall be in reverse order of seniority and employees so laid-off shall have a right to reinstatement in reverse order of layoff, all in accordance with the provisions and procedures therefore as contained in Division 2.1, entitled "Board of Fire and Police Commissioners", of the Illinois Municipal Code, as amended (65 ILCS 5/10-2.1-18). The right to be notified in the event of any

reinstatement of positions and the prior right to such position under the procedures set forth in said Division 2.1 shall not be affected by the length of time of any such layoff, provided the employee is otherwise qualified and makes application for such reinstated position in accordance with the procedures specified in said Division 2.1. Nothing in this Section is intended to be in conflict with the procedures for layoff and reinstatement as so provided for in the said Division 2.

ARTICLE 15 - PROBATIONARY EMPLOYEES

SECTION 15.1 PROBATIONARY PERIODS

(A) All new employees shall be considered as probationary employees and must successfully complete a probationary period of twelve (12) months before attaining~~;~~ permanent employee status.

(B) Probationary employees shall be laid off first before any permanent employees in reverse order of such probationary employee's last date of hire.

(C) Probationary employees shall not be eligible for any voluntary call-backs for manning. Nor shall they be "forced back" for manning.

(D) Probationary employees shall not be eligible to receive any call back for fire watch, fire investigation, or mandatory call-back for manning under Section 16.1 (b).

(E) The only call-backs to duty probationary employees are eligible to receive during their probationary period are for an emergency when all other permanent employees in the union have already been called back in for service, provided that such probationary employee has completed all of the minimum training requirements. A probationary employee may be eligible to attend special education opportunities presented by the Fire Department, at the discretion of the Public Safety Director.

SECTION 15.2 PROBATIONARY EMPLOYEES INITIAL TRAINING

(A) A11 new employees hired by the City shall be required to attend the Firefighter II academy at the U of I Fire Institute or comparable state certified Firefighter II academy. This will be required unless the new employee has previously (graduated from the Fire Service Institute, or comparable state certified academy, or has five (5) years experience from a full time professional fire department, and can show proper documentation of such graduation or certification.

All new employees who prior to their employment with the Danville Fire Department obtained certification as an Illinois State Fire Marshal Firefighter II, may be permitted to attend the Illinois State Fire Service Institutes four (4) week hands-on academy in lieu of attending the regular six (6) week academy.

The City may elect to send all new probationary employees to the full academy.

(B) All probationary employees shall successfully complete the Field Training Program as described in Appendix F.

(C) During attendance to Basic Firefighter Academy or the four (4) week Hands-on Academy the City agrees to provide a hotel room for those attending. (A maximum of two recruits per room).

(D) All new employees attending one of the schools in Section 15.2 (A) and (B) will be provided with a City car to attend any such training or in lieu of a car shall receive mileage (current standard) for their use of their personal vehicle.

(E) All new employees attending one of the schools in Section 15.2 (A) and (B) will be paid prior to their departure and on a weekly basis a sum of $28.00 per day for meal reimbursement during the days of travel to and from the school of attendance and for any day of actual attendance.

ARTICLE 16 - PROMOTIONS

Promotion to the rank of Lieutenant and Captain shall be conducted in accordance with this Article 16. This Agreement super cedes any and all provision of the Fire Department Promotion Act (FDPA), the Municipal Code, Municipal Ordinances or rules adopted pursuant to such authority, and in accordance with Section 10(e) of the FDPA, the City and the Union expressly waive any rights each may respectively possess under such laws which are inconsistent with the terms of this Agreement or are not addressed in this Agreement, provided that the provisions of §65 of the FDPA shall continue to apply, as shall any other provisions which are necessary to implement or enforce this Section. Any provisions of the FDPA waived under this Section shall be effective upon the expiration of this Agreement, unless the parties have commenced negotiations toward a replacement contract, in which case such waiver shall continue to apply.

SECTION 16.1 VACANCY

A vacancy shall be deemed to occur in a position of Lieutenant, Captain or Assistant Chief 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 City Council.

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.

SECTION 16.2 NOTIFICATION OF EXAM

The City will post notifications at all four fire stations of oral and written test dates, at least ninety (90) calendar days prior to those components being conducted.

After the initial notification posting, stated in the paragraphs above, all employees seeking to take the promotional examination shall submit a letter of intent to the Public Safety Director, or his/her designee, prior to the sixtieth (60th) day before the first oral examination.

Employees submitting a letter of intent shall posses all of the eligibility requirements for that examination as of the 60th day before the date of the first oral examination.
For the purposes of this Article the "study period" shall commence on the sixtieth (60th) day prior to the date of the written exam.

SECTION 16.3 ELIGIBILITY

(A) All promotions shall be made from employees in the next lower rank who possess the following qualifications:

Lieutenants - at least four (4) years of non-probationary service with the department.

Captains - at least two (2) years of service as a Lieutenant with the department.

Assistant Chiefs – at least one (1) year of service as Captain with the department and Fire Officer II or provisional.

(B) Employees seeking promotion to the rank of Lieutenant must meet the requirements of Section 16.3 (A) and also be certified as an EMT-B/D, Advanced Firefighter or Firefighter III and FAE at the time of the ascertained merit component.

(C) Employees seeking promotion to the rank of Captain must meet the requirements set forth in Section 16.3 (A) and (B) and also be certified as a Fire Officer I or Provisional Fire Officer I, at the time of the ascertained merit component.

(D) Anniversaries of service which affect eligibility will be considered to occur on the employee's hire date of the fiscal year in which the promotional test is administered.

SECTION 16.4 STUDY MATERIALS

The City shall provide one set of up to date study examination materials at each of the City's fire stations. The study material shall remain at the stations for sixty (60) days prior to the written exam and shall remain for an additional sixty (60) days after the conclusion of the written exam for review.

No study materials may be removed from the stations or maintained by an applicant in such a manner, that it cannot be obtained by any other applicants.

The City will maintain at least one set of study materials for a period of at least five (5) years after the written exam.

SECTION 16.5 RATING FACTORS AND WEIGHTS

All examinations shall be impartial and shall relate to those matters which will test the candidates' ability to discharge the duties of the position to be filled. The placement of employees on the promotional list shall be based on the points achieved by the employee on promotional examinations consisting of the following three (3) components weighted as specified, followed by military preference credit as described in subsequent paragraphs of this Section.

Written Examination	50%
Ascertained Merit	25%
Oral Interview	25%

SECTION 16.6 TESTING COMPONENTS

(A) Order of Components.

The order of components of the testing process shall be as follows:

Ascertained Merit Component
Oral Interview Component
Written Examination Component
Military Preference Points

(B) Ascertained Merit

The ascertained merit component shall consist of seniority points and points awarded to eligible candidates for educational and professional training, which shall be tallied and assigned not later than the 50th day prior to the first oral examination, as follows:

The ascertained merit component shall consist of seniority points and points awarded to eligible candidates for educational and professional training as follows:

1. Seniority.

Seniority points shall be awarded to promotional candidates in accordance with the following formula.

Lieutenants: Fire Fighter Candidates for the Lieutenant position shall be awarded .5 points for year of service up to a maximum of 10 points for twenty (20) years of service.

Captains: Lieutenant Candidates for the Captain position shall be awarded .2 points for each year of service in the Department (up to a maximum of 5 points) and one point for each year in grade (to a maximum of 5 points). A maximum of ten (10) points may be awarded for any combination of both types of seniority credit.

Seniority points shall not exceed 10 points in the aggregate, but shall be weighted for 15% of the total of 100 points in the promotional exam process, as provided in Section 15.7 below.

2. Educational Merit.

(a) Lieutenants:

3 points for an Associate's Degree in Fire Service Related Field or 5 points for a Bachelor's Degree in Fire Service Related Field at an accredited community college or University.

5 points for Fire Officer I or Provisional Fire Officer I certification.

(b) Captains:

3 points for an Associate's Degree in Fire Service Related Field or 5 points for a Bachelor's Degree in Fire Service Related Field at an accredited community college or University.

5 points for Fire Officer II or Provisional Fire Officer II Certification.

(c) Assistant Chiefs:

3 points for an Associate's Degree in Fire Service Related Field or 5 points for a Bachelor's Degree in Fire Service Related Field at an accredited community college or University.

Educational merit points shall not exceed 10 points in the aggregate, but shall be weighted for 10% of the total of 100 points in the promotional examination process, as provided in Section 16.7 below.

(C) Oral Interview.

(a) The subjective evaluation component of the test shall be the second step in the testing process and shall consist of an oral interview of each eligible candidate with the Board of Fire and Police Commissioners ("the Board").

(b) The subjective evaluation shall be job related and be applied uniformly to all candidates; provided, however, that questions asked in the oral interview need not be exactly the same as long as the subjective information sought is substantially similar.

(c) Every examinee shall have the right to review documentation of his or her score on the subjective evaluation.

(d) Total points awarded for subjective components shall be posted after the subjective evaluation of all candidates for the rank in question are completed, but must be posted at least 48 hours prior to the written examination.

(D) Written Examination.

(a) The written examination shall be the final step in the testing process and shall consist of questions composed and deemed to be job-related by the City. Candidates shall be given access to study materials for a period of at least sixty (60) calendar days prior to the date of the examination, as under prior practice.

(b) Written tests shall be graded offsite by a bona fide testing agency. The City will provide to the bargaining unit's monitor a copy of the written examination scores returned by the testing agency.

(c) The appointing authority may hold a voluntary review session within two calendar weeks after the examination for the purpose of gathering feedback on the examination from the candidates.

(d) Sample written examinations may be examined by the Board and members of the Department, but no person in the Department or the appointing authority (including the Director of Public Safety, the members of the Board of Fire and Police Commissioners, 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 Section for any member of the Fire Department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(e) The City shall maintain reading and study materials for the current written examination and the reading list for the last two (2) written examinations, or for a period of 5 years, whichever is less, for each rank, and shall make these materials available and accessible to each employee upon their written request to the Public Safety Director or his/her designee.

(E) Preference Points.

Preference points for military service shall be added to the aggregate score of the foregoing components as provided in Subsection 16.6 (F) below.

(F) Military Preference Points.

(a) Military preference points shall be applied as follows: Any candidate who provides proof of military or naval active duty service of the United States for a period of at least one (1) year, and who was honorably discharged there from, shall be allowed military preference points towards his or her final position on the list at the rate of seven-tenths (7/10ths) of a point for each six (6) months or part thereof of applicable military or naval service, not exceeding 3.5 preference points.

(b) A person seeking military preference points must elect to have such points applied within ten (10) days of the date after the second preliminary promotion list following the written component is posted under Section 16.8 of this agreement.

(c) No person shall receive preference points for a promotional appointment after he or she has received one promotion from a promotional roster on which he or she was allowed such preference points.

(d) A candidate must have received an honorable discharge from his/her military service to be eligible to apply for a military preference credit.

(e) Military preference points shall only be added if the candidate obtains an overall score of 70% or higher when calculating the Ascertained Merit Component, Oral Interview Component and Written Examination Component.

SECTION 16.7 SCORING OF COMPONENTS

Each component of the promotional test listed under Section 16.6 (B), (C) and (D) above shall be scored on the scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test, as described above, and the scores of all components shall be added to produce a total score based on a scale of 100 points. Military preference points, if any, shall then be added to that score as provided in Section 16.(F)(b) above.

SECTION 16.8 POSTING OF SCORES

The "first preliminary promotion lists" shall consist of the rank order of eligible candidates after completion of the Oral Interview Component and shall be posted at the completion of that Component. The "second preliminary promotion list" shall consist of the rank order of eligible candidates after completion of the Written Examination Component, prior to the applicable military preference points. The "final promotion list" shall reflect the addition of military preference points, if any, and shall be posted within a reasonable time after completion of the election period under Section 16.6(F) (b) above.

SECTION 16.9 MONITORING THE PROCESS

(A) The rating or points awarded to each candidate on each component of the test shall be documented on tally sheets.

(a) After the posting of the final promotion list, upon request, a candidate shall be entitled to review the tally sheets for his or her test.

(b) A designated representative of the Union, who is not a candidate for promotion, shall be entitled to review the tally sheets of any candidate for the purpose of ensuring compliance with this Section.

(c) The City shall retain the tally sheets for inspection by either individual candidates or the designated union representative for a period of not less than six (6) months following the posting of the final promotion list.

(d) By applying for promotion, it is understood that the employee waives his or her right to confidentiality of the employee's tally sheets and test scores.

(B) Monitoring.

All aspects of the promotion process shall be subject to monitoring and review. Both the appointing authority and the bargaining unit may be allowed to have one impartial person, who is not a member of the affected agencies, to be present and observe during the written examination and oral interviews.

Observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation to both the City and the Union.

SECTION 16.10 RIGHT OF REVIEW

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 the right to a review of the matter. A grievance may be filed under the grievance/arbitration procedure of this Agreement subject to the following conditions:

(1) 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, and that such failure affected the grievant by lowering his or her score; and,

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

SECTION 16.11 ORDER OF SELECTION

(A) All candidates who obtain an overall final score of 70%, prior to the addition of any military preference points, shall be placed on an eligibility roster in rank order of their total score, including seniority and military preference points. Those candidates who have failed to be placed in the eligibility roster shall not be eligible for temporary or permanent appointment, but shall be eligible to work above rank.

(B) When making a promotion, the Board shall appoint to that position the person with the highest ranking score on the final promotional list for that rank, except that the Board shall have the right to pass over that person and appoint the next highest rank person on the list if the Board has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or is 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 Board shall document its reasons for the 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 of this Agreement.

(C) When a tie score occurs after all components are concluded, the person who possesses the most seniority shall have priority for selection.

SECTION 16.12 MAINTENANCE OF PROMOTIONAL LIST

The final promotion list shall be effective for a period of three years. The City shall ensure that it will maintain in effect a current eligibility list, by creating a successor list within 180 days following expiration, so that promotional vacancies may be filled within a reasonable time after the occurrence of the vacancy, after considering funding factors for the position.

SECTION 16.13 TEMPORARY PROMOTIONAL APPOINTMENTS/ABOVE RANK

The Public Safety Director or his/her designee shall have the authority to appoint a person from the current promotional eligibility list to the rank in which any temporary vacancy exists.

(A) For temporary vacancies expected to last less than thirty (30) calendar days, the appointment will be anyone from the most recent eligibility list.

(B) For temporary vacancies that are expected to last thirty (30) calendar days or longer, the Public Safety Director shall appoint the highest ranking employee on the current promotional eligibility list to the vacant position, so long as the employee has not already served 180 days as a temporary appointment (subject to subsection (F) below).

(C) If such person is unavailable for any reason, or chooses not to accept the temporary appointment, the Public Safety Director may appoint the next highest ranking employee on the promotional list to fill the temporary vacancy. Any temporary appointments declined shall be totaled against the number of total days (the 180) available to each eligible candidate.

(D) In the event no person is available from the promotional list to fill any temporary position, the Public Safety Director is authorized to appoint any person on the Fire Department he/she chooses (not to include probationary employees) to such vacancy, and such person shall serve until such time as a person from the current promotional eligibility list is available for service in the temporary position.

(E) No individual temporary appointments shall exceed 180 calendar days in length. The City shall maintain a list of all candidates and the number of dates they have accumulated while being temporarily promoted, (not to include those appointments for riding above rank on a daily basis). This list shall be posted at each of the City's fire stations and shall be updated at the conclusion of each temporary appointment.

(F) Once an employee has totaled 180 calendar days of temporarily appointed time, such candidate shall not be eligible for temporary appointment again until everyone who has met the minimum qualifications has been afforded the opportunity to serve a temporary appointment. When all other candidates have declined a temporary promotion, the members who have previously served out their 180 days may accept the appointment.

(G) Temporarily appointed members that used military preference points to achieve their final score shall not be considered to have used their points for a successful promotion. Only those employees who are permanently appointed shall be considered to have used their military points for promotion.

(H) Temporary appointment vacancies shall be filled in the order of the original vacancy.

SECTION 16.4 Voluntary Demotion

Any employee who is promoted to the rank of Lieutenant, Captain or Assistant Chief, shall have the right to elect irrevocably to surrender such higher rank position and to be demoted to the rank which he or she had held immediately prior to such promotion, with the pay benefits and duties of such lower rank. The election shall be made in writing and delivered to the Deputy Director within ninety (90) days after assuming the higher rank.

ARTICLE 17 – PAID RECALLS TO DUTY

SECTION 17.1 CALL BACKS

(A) Call-backs for Special Assignments.

A call-back to duty for a special assignment (such as: physical agility exam testing) shall be in the sole discretion of the City. The City shall be responsible for identifying the number and length of recalls to the Union. When a call-back is required by the City, the Union will be responsible for calling members according to its written policy. The City shall not be held responsible or liable for errors in any call-backs performed under the Union policy.

If no employee chooses to voluntarily accept a call-back for special assignment then the City shall "Force Back" employees starting from the least senior up to the most senior.

(B) Call-backs for Shift Manning.

1. All instances of a call-back to duty for the purpose of shift manning shall be in accordance with the Union's written Firefighter / Lieutenant call back policy and Captain / Assistant Chief call back policy. The policies shall make attempts to evenly distribute any overtime amongst the union members. The call-back lists shall be based on a rotation as set forth in the written policies. Separate lists will be maintained for Firefighters / Lieutenants and Captain / Assistant Chiefs. The City shall not be held responsible or liable for errors in any call-backs performed under the Union policies.

2. If no employee chooses to voluntarily accept a call-back for shift manning then the City shall "Force Back" employees starting from the least senior up to the most senior of the off going

shift. In cases of use of emergency leave which result in manning falling below minimum a "Force Back" of employees will occur starting with the least senior up to the most senior of the off going shift.

3. (b) Shift Commander. When a vacancy exists in a Captain's position and in an Assistant Chief's position on a shift in fire suppression because both the Captain and the Assistant Chief are absent for any reason, regardless of the manpower status of the Fire Department, the city shall call back an Assistant Chief or a Captain to work as shift commander.

(C) "Force Back's" for manning shall be the responsibility of the Shift Commander.

SECTION 17.2 EMERGENCY CALL BACK

(a) In the event an employee is called back for emergency fire duty, he/she shall be paid overtime at the rate of one and one-half (1-1/2) times such employee's regular hourly rate of pay including longevity for all hours worked with a minimum of three (3) hours.

(b) Call-backs for an employee to return to work for an emergency situation shall be considered a "force back." No Firefighter and no Lieutenant (unless working in an above rank position as Captain) shall be required to force back another employee. The Incident Commander will be responsible for the forcing back of any employees.

(c) All instances of force-back to duty for the purpose of an emergency shall be in accordance with the Union's policy. Separate lists will be maintained for firefighters and Lieutenants subject to such mandatory call-back. The City shall not be held responsible or liable for errors in any call-backs performed under the Union policy.

(d) Every third employee called back to the same emergency shall be a Lieutenant.

(e) Probationary employees shall not be placed on the "force-back" list until the completion of their probationary service with the city. Unless the employee has entered phase 4 of the FTP (appendix F) and his/her Assistant Chief gives approval.

(f) During an emergency lasting more than four (4) hours of continuous strenuous work, the City shall provide for adequate rest, restroom, and meal breaks.

SECTION 17.3 FIRE WATCH CALL BACK

(A) In the event an employee is called back for fire watch duties, he/she shall be paid overtime at the rate of one and one-half (1-1/2) times such employee's regular hourly rate of pay for all hours worked with a minimum of two (2) hours.

(B) If the Shift Commander or his/her designee determines that a fire watch is needed, then at least two (2) employees shall be called back for such fire watch (one Lieutenant and one Fire Fighter), subject to the following rules:

(i) Employees who have previously been recalled for such fire and are still present at the fire scene when the decision is made that a fire watch is needed shall have a right of first refusal to accept the fire watch, most senior to least senior. If no employee accepts

then force back will occur with employees on the fire scene from least senior to most for both Firefighters and Lieutenants.

(ii) If no employee accepts the fire watch under (i) above, or if there has been no recall for such fire, so that (i) above does not apply, then the Fire Watch call back shall be from the most senior employee down to the least senior non-probationary employee, beginning with the shift that most recently completed its duty day. Fire Watch duty is voluntary and the employees called do not have to accept such duty, unless no member(s) accepts the Fire Watch, then the Emergency recall system will be used to force back the least senior employee(s).

If no member accepts the Fire Watch, then the Emergency recall system will be used to force back the least senior employee.

(C) Rotation of Companies

During Fire Watch duty, the City shall provide for the basic needs of the employees as follows:

1. Employees assigned to Fire Watch shall be replaced or rotated off scene for purposes of rest, restroom break or to eat at least every four hours. Such employees shall be given at least one hour of rest if they will be required to return to the scene.

2. Personnel assigned to the scene will remain on scene while the rotated companies will take responses for that area assigned. Companies will be rotated in reverse order of arrival at the fire. (If engine 4 was the first to arrive at the fire they will be the last to rotate back to the scene for fire watch). The Assistant Chief shall make a rotation of all fire stations before making any one house duplicate rotation back to the scene.

SECTION 17.4 FIRE INVESTIGATION CALL BACK

In order for the City to utilize all of its resources in the Fire Department Fire Investigation Division, the Union and City agree that a Fire Investigation Team be formed to better assist the City with conducting investigations for fire cause. The Team will consist of members from the Command Staff and the Union.

If the Public Safety Director or his/her designee deems it necessary to conduct a fire investigation and one of the City's fire investigators responds to the scene at any time after the incident then the following rules shall apply:

(a) The City's Fire Investigator may conduct witness interviews, outdoor investigations, criminal investigations and any photography duties without calling for any additional assistance; provided such photography does not mean that the investigator enters at any time into a burned or weakened structure alone to do so. Nothing in this Section shall prevent the City's Fire Investigator from calling for additional assistance from a Fire Investigator Team member to assist with any of these duties.

(b) In the event an employee is called back for fire investigation assistance, he/she shall be paid overtime at the rate of one and one-half (1-1/2) times such employee's regular hourly rate of pay for all hours worked with a minimum of two (2) hours.

(c) The City's assigned lead investigator shall determine what levels of additional resources are needed to complete an investigation. On certain occasions it may be necessary to deviate from the normal rotation for special circumstances, including but not limited to:

(i) K-9 Dog Handler Team Member

(ii) Any other mutually agreed upon specialty skill

The City's designee shall submit in writing a notice to the Union president within three (3) business days of such occurrence a summary of why he/she felt the need to deviate from the normal rotation.

(d) The City may not strip any on duty fire companies of its personnel to assist in fire investigation. When fire companies have been released from the original fire call, and the City's investigator feels that a specific individual (who is on duty and posses a special skill described in 17.4 (c) is needed the City will:

(i) In situations where using the individual would put the City below minimum manning, the City shall recall members to restore the minimum manning of apparatus before sending the team member to the scene to assist the City's lead investigator.

(ii) When the City is above minimum manning and releasing the team member to assist with fire investigations is warranted as described above, then the City shall move personnel around so that the apparatus are fully manned before releasing the team member to the scene.

(iii) This subsection (d) shall only apply to personnel who are needed due to special skills. It shall not be construed as a way for the City of using only on-duty personnel to conduct fire investigations. The City shall utilize all off-duty team members first for fire investigation purposes.

(iv) The City's designee shall submit in writing a notice to the Union president within three (3) business days of such occurrence a summary of why he/she felt the need for the specialized team member's assistance.

(e) The Public Safety Director or his/her designee will manage the recall rotation for official department Fire Investigation Team members. An attempt shall be made to keep the number of hours among all members equal and shall be done on a department seniority basis. A list shall be posted in the office of the training officer of all compensated hours worked by team members and shall be periodically (at least quarterly) updated to reflect an up-to-date account of total hours worked. An additional copy shall also be delivered to the Local 429 Secretary/Treasurer whenever updated.

(f) To be placed on the City's Fire Investigation Team a member shall have completed at least three years of service and must achieve certification from the Illinois State Fire Marshal's Office in the courses listed below:

(a) Fire Investigator I
(b) Fire Investigator II
(c) Fire Investigator III

(g) The Public Safety Director or his/her designee may remove an employee from the team if the City can produce significant cause for doing so, including but not limited to poor attendance to meetings, lack of availability, poor work habits, and certification lapses.

The Public Safety Director or his/her designee shall provide in writing a letter of removal to such member and clearly state all the reasons for such removal from the investigation team. The member may appeal his/her removal from the team to the Public Safety Director within ten (10) days after his/her notice of removal. It shall be the responsibility of the team member to notify the appropriate Union steward of his/her notice.

SECTION 17.5 CALLBACKS FOR HAZ MATS OR TECH RESCUE INCIDENTS

In the event a hazardous material incident or technical rescue incident is declared by the City or an appointed team member, the City shall request a callback of members on the established Hazardous Material Response Team or Technical Rescue Team to complete any assigned duties at such an incident.

(a) All instances of a callback for a hazardous materials incident or technical rescue incident shall be made from a list of team members, established and maintained by the Fire Department Hazardous Materials Coordinator or Technical Rescue Team Coordinator. Said list shall be updated and posted at each of the City's fire stations and shall be updated and posted anytime a new member is added or a member terminates his/her activity with team.

All instances of callback to duty for a hazardous materials incident or technical rescue incident shall be on a rotating basis, starting with the most senior employee down to the least senior employee.

Employees are to be ranked on the respective list by their overall department seniority – not from the date they joined the team.

Once a member is on the team he/she cannot be bumped off the team by someone of more departmental seniority. The senior employee shall only be eligible when an opening on the team occurs.

It is the sole responsibility of the City to update the rotation list immediately following each incident of callback.

The team member assigned command of an incident shall have the sole discretion to determine the level of resources needed to handle each emergency incident.

(b) The minimum requirements for qualification of a team member are:

1) Full time non-probationary status.
2) Certification in the appropriate classes outlined in (c), (d) or (e) below.

(c) Hazardous Materials Team Classification (Certified)

1) Hazardous Materials Awareness
2) Hazardous Materials Operations
3) Hazardous Materials Incident Command
4) Hazardous Materials Technician A
5) Hazardous Materials Technician B

(d) Technical Rescue Team (Certified) Tier I

1) Technical Rescue Awareness
2) Rescue Specialist – Confined Space

3) Trench Operations
4) Trench Technician
5) Rope Operations
6) Rescue Specialist – Vertical II

(e) Technical Rescue Team (Certified) Tier II
1) Structural Collapse Technician
2) Vehicle and Machinery Operations
3) Vehicle and Machinery Technician
4) Water Operations

(f) The Public Safety Director or his/her designee may limit the total number of Union members on the Hazardous Materials Team or Technical Rescue Team to twenty-five (25).

(i) Members will be selected and placed on a team by their department seniority, most to least.

(ii) When a member voluntarily removes himself/herself from the team, is removed from the team, is terminated, or retires then the next highest employee by seniority who has met the minimum qualifications and certifications will be given the opportunity to be placed on the team and placed in the rotation for call back.

(iii) The Public Safety Director or his/her designee may remove an employee from the team if the City can produce significant cause for doing so, including but not limited to poor attendance to meetings, lack of availability, poor work habits, and certification lapses.

(iv) The City's designated team coordinator for each team may in his/her discretion remove a team member for lack of participation in team responsibilities.

(g) In those instances when on duty personnel team members are assigned to respond to Hazardous Materials or Technical Rescue for an incident occurring outside the corporate limits of the City, then the City shall call back the same number of employees from the regular call back list to back fill those positions left vacant by the team members who are responding to an incident outside of the City. Such call backs shall be force backs to duty and shall follow the procedures under Section 17.2 above.

Callbacks to cover the City shall be position for position. (For example, if a Lieutenant is sent out of the City, a Lieutenant will be recalled, if a Firefighter is sent out of the city then a Firefighter will be recalled).

(h) All callbacks for team members who are called back for an incident within the boundaries of MABAS 40 shall follow the Emergency Procedures and be considered a force back of Team Personnel, starting with the team member who is first up on the recall rotation.

All callbacks for team members who are called back to respond for an incident outside the boundaries of MABAS 40 shall be considered to be a voluntary response for the initial callbacks, if team members decline and personnel are still needed then the team members shall be forced back by seniority, least to most.

ARTICLE 18 - INJURIES IN THE LINE OF DUTY

SECTION 18.1 INJURIES IN THE LINE OF DUTY

(A) In General.

Whenever an employee suffers any injury in the line of duty which causes such employee to be unable to perform his/her duties, such employee shall, in accordance with the terms and conditions specified in "An Act to provide for the continuation of compensation for law enforcement officers, correctional officers and firemen who suffer disabling injury in the line of duty" of the State of Illinois, (5 ILCS 345/1), be paid by the City during the time that such employee is unable to perform his/her duties due to the result of the injury but not longer than one (1) year in relation to the same injury. During, the period when any such employee is so unable to perform his/her duties due to the result of the injury under this Section, and is so paid by the City during such period not longer than one (l) year, there shall be no deduction from such employee's sick leave accumulation, earned vacation time, or compensatory time, if any, and additional sick leave shall be accumulated and additional vacation time shall be earned by an employee during the period of any such absence that is no longer than one (1) year. In the event that any scheduled vacation time cannot be used as scheduled during the annual vacation period by an employee who suffers injury in the line of duty under this Section, and if rescheduling is not possible for the remainder of such annual vacation period, such employee may schedule such earned vacation time during the immediately following annual vacation period once the process for scheduling by all employees for such immediately following annual vacation period, as provided in Section 9.2 hereof, is otherwise completed. It is expressly provided, however, that no additional sick leave shall be accumulated and no additional vacation time shall be earned by any employee during the period of any such absence that exceeds one (1) year.

(B) Other Employment.

No employee who is receiving or who is otherwise eligible to receive benefits under subsection (A) above shall be employed or self-employed in any other manner with or without monetary compensation during such one year period of disability.

Any employee who is employed in violation of this subsection (b) forfeits the continuing compensation provided under this Section and under the statute aforesaid from the time such employment begins.

(C) Reversion of Disability Benefits to City.

Any temporary or permanent disability worker's compensation benefits due such employee on account of his/her compensation as a member of the Danville Fire Department for an injury with respect to which continuing compensation is paid hereunder shall revert to the City during the time for which continuing compensation is paid to him/her under this Section and under the statute aforesaid.

(D) Limitation.

The parties understand and agree that not every injury suffered by an employee while on duty is an injury "in the line of duty". In order to be deemed an injury in the line of duty for purposes of this Agreement, an injury must arise out of the employee's employment. Issues of whether an injury meets these standards shall be determined by reference to the Illinois Workers' Compensation Act and cases there under. In the event that a claim filed with the City for an alleged line-of-duty injury is denied by the City's workers' compensation insurance carrier on the grounds that the injury did not arise out of the employment or that the injury was not sustained in the course of the employment, the City shall have no obligation to pay under this Section 17.1 unless and until either:

(1) The insurance carrier revokes such denial, or

(2) The claim is finally adjudicated by the Industrial Commission in favor of the claimant and no appeal has been taken from such determination, or an appeal there from has been finally decided affirming the determination of the Industrial Commission.

ARTICLE 19 - RESIDENCY

SECTION 19.1 RESIDENCY REQUIREMENTS

All members of Local 429 will reside within 5 miles of the City of Danville corporate limits (as the crow flies). Each employee who successfully completes his or her probationary period of employment shall then have a period of 6 months to establish residence.

ARTICLE 20 - GRIEVANCE PROCEDURES

SECTION 20.1 DEFINITION

A grievance is a dispute or difference of opinion raised by a member covered by this Agreement against the City, involving as to him/her the meaning, interpretation or application, of the provisions of this Agreement. The Union may file grievances when the dispute affects the Union's rights, the collective bargaining relationship, or where an individual member's failure to file a grievance adversely and directly affects the wages, hours and terms and conditions of employment of other members.

SECTION 20.2 PROCEDURE

(A) Step 1: Verbal

The employee, with or without a Union Representative (or the Union Steward alone in the case of a Union grievance), shall submit the grievance in writing to the Assistant Chief within five (5) business days after its occurrence. If at the time the employee or Union Steward is unaware of the grievance, the employee or Union Steward shall take it up within five (5) days of his/her knowledge of its occurrence. The Grievance shall be set forth in writing and contain all relevant facts and dates, the provisions of this Agreement allegedly violated, and the requested remedy, and it shall be signed and dated by both the aggrieved employee or employees and an appropriate Union Representative on such a form as may be mutually agreed upon by the parties. The Assistant Chief or designated representative of the City shall give his/her written answer to the employee and Union Steward within five (5) business days after receipt of notification of the grievance.

(B) Step 2: Right to Director

If the grievance is not settled in Step 1 and the employee or the Union, with or without the employee, wishes to appeal the grievance to Step 2 of the Grievance procedure, it shall be referred in writing, on the same form submitted at Step 1, to the Public Safety Director within five (5) business days after the Assistant Chief's or designated representative's answer to Step 1. The written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the Agreement allegedly violated, and the requested remedy. The Public Safety Director shall meet and discuss the grievance within five (5) business days of receipt of the notice of appeal with the employee and no more than 2 Union Representatives at a time mutually agreeable to both parties. The Public Safety Director shall respond with his/her answer in writing to the union within five (5) business days following their meeting.

(C) Step 3:

If the grievance is not settled in Step 2 and either the employee or the Union desires to appeal, it shall be referred by the Union in writing to the Mayor, or his/her representative, on the same form submitted in Step 1 and Step 2 within

five (5) business days after the answer of the Public Safety Director in Step 2 ~~3~~, and it shall be signed and dated by the Union Representative. A meeting between the Mayor, and/or his/her representative, and no more than two (2) Union Representatives shall be held at a time mutually agreeable to the parties within five (5) business days after receipt of the grievance by the Mayor or his/her designated representative. The Mayor or his/her representative shall give the City's written answer to the Union within ten (10) business days following the meeting.

SECTION 20.3 ARBITRATION

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 3. The parties by mutual agreement in writing may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request Federal Mediation and Conciliation Service to submit a panel of not less than seven (7) arbitrators who shall be members of the National Academy of Arbitrators residing in Illinois, Wisconsin or Indiana. Each party shall alternatively strike three names with the order of striking determined by a coin flip. Either party may reject one (1) entire panel. The arbitrator shall be notified of such selection by a joint letter from the City and the Union requesting that he/she set a date and time for the hearing, subject to the availability of the City and Union Representatives. All arbitration hearings shall be held in Danville, Illinois.

SECTION 20.4 AUTHORITY OF ARBITRATOR

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a finding with respect to the specific issue or issues submitted to him/her in writing by the City and the Union, and shall have no authority to make a finding contrary to or shall be without power to make a finding contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. It is the intent of the parties that the arbitrator submit in writing his/her finding within thirty (30) days following close to the hearing or the submission of briefs by the parties, whichever is later, unless the parties otherwise agree to an extension thereof. The finding shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

SECTION 20.5 FEES AND EXPENSES OF ARBITRATION

The fees and expenses of the arbitrator, if any, and the cost of a written transcript for the arbitrator, if any, shall be borne equally by the City and Union. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

SECTION 20.6 TIME LIMITS FOR FILING

No grievance shall be entertained or processed unless it is submitted within five (5) business days after the occurrence of the event giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance.

(a) If a Grievance is not presented within the time limits set forth above, it shall be considered "waived".

(b) 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 City's last answer.

(c) If the City 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.

(d) The time limit in each Step may be extended by mutual written Agreement of the City" and Union representatives involved in each Step.

(e) The term "business days" as used in this Article shall mean the days Mondays through Fridays inclusively, excluding Saturdays, Sundays and holidays on which the City Building is closed.

SECTION 20.7 RIGHT OF EMPLOYEE TO PRESENT GRIEVANCE WITHOUT UNION

Nothing in this Article prevents an employee covered by this Agreement from presenting a grievance to the City and having the grievance heard and settled without the intervention of the Union, provided that the Union is afforded the opportunity for not more than two (2) Union Representatives to be present at such conference and that any settlement made shall not be inconsistent with the terms of this Agreement. There shall be no intimidation by the City or the Union with respect to the right of any employee covered by this Agreement to present a grievance to the City pursuant to this Article.

SECTION 20.8 UNION REPRESENTATIVES

The Union shall select not more than three (3) employees covered by this Agreement, one from each shift, to act as representatives of the Union for the purpose of attending such grievance meetings as are scheduled in accordance with Step 2 and Step 3 of the grievance Procedure established by this Article. Any of these three (3) representatives of the Union, along with the President of the Union or his/her designee, shall be deemed and considered Union Representatives for the purposes of this Agreement. The Union, prior to January 1 of each year, shall certify to the City in writing the names of all such Union Representatives for such calendar year.

SECTION 20.9 EXCLUSIVITY OF GRIEVANCE PROCEDURE

The procedure set forth in this Article shall be the sole and exclusive procedure for resolving any grievance or dispute in Section 20.1 which was or could have been raised by an employee covered by this Agreement. It is expressly acknowledged and understood, however, that any and all disciplinary actions and any and all appeals of discharges or termination of probationary employees shall be subject to the exclusive jurisdiction of the Board of Fire and Police Commissioners of the City of Danville pursuant to the provisions and procedures therefore, including judicial review of final administrative decisions, as contained in Division 2.1, entitled "Board of Fire and Police Commissioners", of the Illinois Municipal Code, as amended (65 ILCS 5/10-2.1-17), and shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 21 - HEALTH AND SAFETY

SECTION 21.1 HEALTH AND SAFETY IN GENERAL

The Employer and the Union mutually agree to work to maintain reasonable standards of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, injuries, illness and death in the fire service. The City further agrees to make reasonable provisions for the safety and health of employees covered by this Agreement during the hours of their employment. The City shall supply all safety items that are required of employees to use while on the job. The City shall repair or replace such required safety items that are lost or damaged in the line of duty but not such safety items that are lost or damaged through an employee's lack of due care. The City also agrees to abide by applicable State and Federal laws regarding health and safety.

The City agrees to cooperate with the Union on safety issues by allowing Local 429 representatives appointed by the president of said Local to have input into the preparation of specifications for any changes in safety-related equipment.

ARTICLE 22 - RULES AND REGULATIONS

ARTICLE 22.1 RULES AND REGULATIONS

The Union agrees that all employees covered by this Agreement shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance on the job. The Public Safety Director, or his/her designee, shall provide notification of all changes in the Fire Department rules and regulations by posting such changes on the bulletin boards of all stations at least seven (7) calendar days prior to the effective date of any such change.

ARTICLE 23 - OUTSIDE EMPLOYMENT

ARTICLE 23.1 OUTSIDE EMPLOYMENT
Employees covered by this Agreement shall be allowed to perform outside employment on their off-duty time provided:

(i) That such outside employment does not reduce the effectiveness of such employee in the performance of his/her City employment:

(ii) That such employee shall register the place, address and telephone number of such outside employment with the Fire Department;

(iii) That such outside employment shall not interfere with any response to emergency calls or requests for extended service to the City;

(iv) That such outside employment does not violate State law; and,

(v) That any such employee has completed his/her probationary period or otherwise has the express prior approval for such outside employment from the Public Safety Director or his/her designee.

ARTICLE 24 - PERSONNEL RECORDS

ARTICLE 24.1 PERSONNEL RECORDS

Any employee covered by this Agreement shall be allowed to examine the contents of his/her own personnel record in the presence of an authorized supervisor and shall receive a copy of any written material or document inserted into said record. At the time of any review of the employee's personnel record, a notation shall be made on the file showing the date the file was reviewed, by whom, and who was present during such review. The City shall maintain such personnel records for all employees covered by this Agreement.

ARTICLE 25 - EMERGENCY MEDICAL TECHNICIANS

SECTION 25.1 EMERGENCY MEDICAL TECHNICIAN
All employees must maintain as a condition of their employment an Emergency Medical Technician (EMT-B) or higher certification, in accordance with the State of Illinois Department of Public Health.

Such certification shall be maintained by all employees so long as they are or may be assigned to a frontline piece of fire department apparatus or who shall be assigned to work in one of the City's fire stations.

Any such employee, who, at the date of this Agreement, does not posses such certification, shall be enrolled in a certification program at the City's expense, and will be required to attend the appropriate classes and achieve such certification within twelve (12) months after enrollment. Such employee will be given time-off on duty days to attend class, and on non-duty days such employee will be paid his or her normal overtime rate for attendance to class, including travel time. In the event such employee fails to achieve such certification within the twelve (12) months period, he or she shall be terminated.

Any such employee whose certification will expire during the term of this agreement shall be enrolled in a certification program at the City's expense, and will be required to attend the appropriate classes and achieve such certification within twelve (12) months after enrollment. Such employee will be given time-off on duty days to attend class, and on non-duty days such employee will be paid his or her normal overtime rate for such attendance to class, including travel time. In the event the employee fails to achieve such certification within the twelve (12) months period, he or she shall be terminated.

Employees shall not be terminated in those instances where the City failed to enroll the employee or failed to properly document the employee's successful completion of such courses in order to keep the employee's certification up to date. Employees shall not be terminated in the event no courses were offered in which the employee could be enrolled prior to the expiration of the employee's certification; provided however, that in such event the employee shall attend the next available course to obtain his/her certification.

ARTICLE 26 - MISCELLANEOUS PROVISIONS

SECTION 26.1 EXISTING WORKING CONDITIONS

By this Agreement neither party intends to make any change in existing working conditions, other than those expressly provided for herein. The City retains the right to adjust any such working conditions, however, when such adjustment shall promote the efficient operation of the Fire Department and when such adjustment is not otherwise in conflict with this Agreement.

SECTION 26.2 FIRE RESPONSE PERSONNEL

(A)Mutual aid shall only be called for manpower when all available Danville firefighters have first been called or when a need for equipment not available on the Danville Fire Department is experienced. All mutual aid companies shall be under direct supervision of the Danville Fire Department.

(B) Pursuant to 65 ILCS 5/10-2.1-4, the City shall not use a person who has not qualified for regular appointment to the Fire Division as a temporary or permanent substitute or for regular appointment as a member of the Fire Division.

SECTION 26.3 CIVIL SUITS AGAINST EMPLOYEES

In the event of any civil suit arising from the performance of fire department duties, the City shall provide an attorney to represent the employee with the costs to be borne by the City, providing that the employee's actions were in conformance with applicable Federal and State laws, City ordinances and Department regulations. The foregoing shall not include proceedings before the Board of Fire and Police Commissioners, Human Relations Commission, or appeals relating thereto.

ARTICLE 27 - EFFECT OF AGREEMENT

SECTION 27.1 ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement, including all appendices thereto, represent the full and complete understanding and commitment between the parties, canceling any and all prior commitments, written or oral, between the parties. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment hereto which is executed by both parties.

SECTION 27.2 SAVINGS

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree to meet and to negotiate in good faith with respect to a substitute provision.

ARTICLE 28 - TERM

ARTICLE 28.1 TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of May, 2011 and shall remain in full force and effect until April 30, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the April 30, 2014 date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to such effective April 30, 2014 date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other parry in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than (10) days prior to the desired termination which shall not be before April 30, 2014 as set forth in the preceding paragraph.

CITY OF DANVILLE

By:

Scott Eisenhauer
Mayor City of Danville

LOCAL 429 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

By:

President

ATTEST:

By:

Lisa K. Morrison
City Clerk
Res. No. 2013-136

Member, Negotiations Committee

Member, Negotiations Committee

Member, Negotiations Committee

Member, Negotiations Committee

Member, Negotiations Committee

APPENDIX A

Authorization For Check Off of Union Dues

I hereby authorize the City of Danville, Illinois, to deduct from my pay the uniform dues of Local 429, International Association of Firefighters, AFL-CIO, and remit said amounts to such Union.

Print Name

Clock Number

Signature

Date

APPENDIX B

The base salary for employees covered by this Agreement shall be as follows:

Effective May 1, 2011 through and including April 30, 2012:

RANK	ANNUAL BASE
Firefighter	$55,781.94
Lieutenant	$62,475.51
Captain	$74,017.17
Assistant Chief	$79,559.09

Effective May 1, 2012 through and including April 30, 2013:

RANK	ANNUAL BASE
Firefighter	$56,897.58
Lieutenant	$63,725.02
Captain	$75,497.51
Assistant Chief	$81,150.27

Effective May 1, 2013 through and including April 30, 2014:

RANK	ANNUAL BASE
Firefighter	$58,320.02
Lieutenant	$65,318.15
Captain	$77,384.95
Assistant Chief	$83,179.03

The base salaries for employees hired after the execution of this contract and covered by this Agreement shall be such percentage of the base salary, as set forth for the respective period above, for the applicable rank then held by any such employee based upon the length of continuous service, starting with the first day of full-time employment, as follows:

Probationary Firefighter	70%
Start of Second Year	85%
Start of Third Year	90%
Start of Fourth Year	100%

APPENDIX C - CLOTHING AND INSIGNIA

A. PHASE 1 - WORK CLOTHING

	QUANTITY	ITEM
STATION CLOTHING		
	1	Station Uniform Pants
Any combination of	1	Station Uniform "Dress" Shirts Long or Short Sleeve
	2	Danville Fire Department Short Sleeve T-Shirts
	2	Danville Fire Department Long Sleeve T-Shirts
	1	Multi-Season Coat
INSIGNIA		
	1	Department Issued Name Plates
	1	"Serving Since" Bars
	1	"EMT" Bars
	1 (SET)	"DFD" Collar Pins
	2	Department Badges

A. SUBSEQUENT PHASES - WORK CLOTHING

	QUANTITY	ITEM
STATION CLOTHING		
	3	Station Uniform Pants
	2	Station Uniform Shorts
Any combination of	3	Station Uniform "Dress" Shirts Long or Short Sleeve
	2	Danville Fire Department Short Sleeve T-Shirts
	2	Danville Fire Department Long Sleeve T-Shirts
	1	Multi-Season Coat

All items below will be issued upon completion of Academy

B. DRESS UNIFORM (Can be maintained using annual allowance funds, but will not be provided to initial hires).

1	Dress Coat
1	Dress Pants

1	Dress Cap
1	Dress Cap Hat Pin
1	Pair Dress Shoes
1	Pair Black Socks
1	Black Belt
1	Dress Shirt Long Sleeve
1	Pair White Gloves
1	Black Neck Tie

C. WORK OUT CLOTHING/SLEEPWEAR (Can be maintained using annual allowance funds, but will not be provided to initial hires).

Danville Fire Department Sweatpants
Danville Fire Department Physical Training Shorts
Danville Fire Department Physical Training T-Shirts
Pair of Physical Training Shoes

D. OTHER MUTUALLY AGREED STATION WEAR (Can be maintained using annual allowance funds, but will not be provided to initial hires).

Danville Fire Department Sweat Shirts
Danville Fire Department "Job" Shirts
Danville Fire Department Polo Shirts
Uniform Cap (Baseball)
Danville Fire Department Stocking Cap
Black Belt
Pair of Black Shoes or Boots
Pairs of Black Socks
Pairs of White Socks

E. OTHER MUTUALLY AGREED SAFETY ITEMS (that can be maintained using annual allowance funds, but will not be provided to initial hires).

1. These items when available through a normal department approved supplier will be purchased using the employee's personal allowance through the Department's normal purchasing procedure.

2. Employees may, in those cases when an item is only not otherwise available at the Department's approved supplier, use an outside supplier to purchase the item. However, they will be responsible for payment of the item and then seek reimbursement from the City.

3. Employees wishing to purchase an item not available at a normal Department supplier will get, in writing, prior approval for the purchase of the item from his/her Shift Commander. Failure by the employee to get approval from his/her Shift Commander for the purchase may forfeit their right to reimbursement. Assistant Chiefs may deny any purchase, but only for bona fide reasons. Assistant Chiefs may not arbitrarily deny the purchase. Assistant Chiefs who deny purchases are to present the employee a reason for denial in writing.

4. Employees will only be reimbursed if they (1) have received prior written approval from their Assistant Chief and (2) that they have provided the Assistant Chief a copy of the receipt of purchase for the item. Assistant Chiefs will be responsible to see that the employee's reimbursement claim is submitted to the City promptly for payment.

5. The City retains the right to ask any employee at work to produce the item at any time after purchase; any item purchased using personal allowance is to be used at work and such item may only be used in the course of the employee's work. Employees who are unable to produce the item at work may be subject to discipline.

6. Items that may be purchased under this paragraph include the following:
   Fire Hoods
   Firefighting Tools
   Filters (SCBA)
   Flashlight
   Gear Bags
   Knife
   Safety Glasses
   Spare Firefighting/Work Gloves
   Spare Suspenders
   Tools (Pocket)
   Window Punch

7. Any item purchased must meet all current applicable safety standards.

APPENDIX D – PERSONAL PROTECTIVE CLOTHING

Each new employee shall receive upon being hired the following turnout gear and safety items which shall meet current applicable NFPA standards at the date of this Agreement:

Qty.	Item
1	Helmet
1	Set of Leather Fire Boots
1	Bunker Coats
1	Bunker Pants
1 (Set)	Fire Gloves
1	Fire Hood
1	Multi-purpose Tool (Gerber or Leatherman)
1	Kline Tools

APPENDIX E – SPECIALITY TEAM CLOTHING

Due to the increased responsibilities of those serving on one of the Departments Specialty Teams those employees may purchase such items as needed for performance on those teams.

The department assigned team leader shall be responsible for approving all purchases and each team member wishing to purchase an item for use on a specialty team must comply with the latest safety standards.

All team members must get prior approval before purchasing any special team items, not to include clothing. Team Clothing may only be worn during training exercises or at those incidents when the employee is acting in an official team capacity and may not substitute the department's normal uniforms.

Any item approved shall be placed on a list to be maintained by the team leader and such list shall be made available to all team members upon request.

1) FIRE INVESTIGATION TEAM

Item
Clip Board
Coveralls
Baseball Style Cap
Hard Hat
Rubber Boots
Team T-Shirt
Tools
Deployment Bags

2) Hazardous Materials Team

Item
Team Cap
Team T-Shirt
Gear Bags
Deployment Bags

3) Technical Rescue Team

Item
Team Cap
Team T-Shirt
Gear Bags
Rescue Boots
Personnel Harness/Hard Hat
Deployment Bags
Rope Gloves

Deployment Bags include any items required for deployment.

APPENDIX F

MABAS TRAINING PROCEDURE

MABAS courses covered under this procedure:

Hazardous Materials Training:	Length (Hrs)
Hazardous Materials Tech A	40
Hazardous Materials Tech B	40

Technical Rescue Technician:	Length (Hrs)
Rope Operations	40
Rope Technician	80
Confined Space Operations	40
Confined Space Technician	48
Trench Rescue Operations	32
Trench Rescue Technician	40
Structural Collapse Operations	40
Structural Collapse Technician	40

Membership to a Team:

Whether an employee chooses to belong to one of the departments Specialty Teams remains voluntary.

While actively serving on a Specialty Team the employee shall receive an additional ½% on their base salary and those who retire having served on a Specialty Team up and until the time of retirement shall receive the ½% on their pension.

Hours of Work:

While attending any of the above courses the employee will have a choice of being assigned to a Forty (40) Hour work week or accept overtime for hours outside their normal duty hours in accordance with 11.10(b) of the Collective Bargaining Agreement .

The 40-Hour week will begin at 0800 Sunday prior to the start of the course and end the Sunday following at 0800. (Employee will receive the Sunday prior to Saturday following off for adequate rest).

While on this 40-hour week, employees are not eligible to take recalls for shift manning or for any special assignment recalls that may occur during this period, including the preceding Sunday and Saturday following duty shifts.

An employee who is assigned to a forty hour week will be assigned his/her work hours by the Public Safety Director or his/her designee. The employee must first work 40 hours, including travel time, before being paid overtime.

Employees assigned to these classes may only accept emergency recalls or force backs. Voluntary Recalls for manning are not permitted.

Employees choosing overtime in lieu of the 40 hour week option, are in class on their normal duty day, and the class lasts until 20:00 or past, will receive the rest of their shift off without loss of time or pay.

Compensation:

Employees will receive their normal salary for the 40-Hour work week. The reduced hours will <u>not</u> reduce an employee's normal take home pay.

Employees choosing overtime in lieu of taking the 40 hour week option will be paid overtime for any hours worked over their normally assigned shifts.

Over time will be paid to employees working more than 40 hours during this week, including travel to and from the course.

Travel will be figured using MapQuest.

(For example, according to MapQuest the time needed to travel from Station 3 to IFSI is 50 minutes; therefore, the employee shall receive no additional compensation above 50 minutes each way unless the employee can prove why travel time took longer than MapQuest advised. (Example, vehicle accident, inclement weather, construction, etc.)
(Employees shall submit at the end of the course a copy of the MapQuest map and estimated travel time).

MapQuest searches shall originate from Station 3 at 1111 N. Griffin – Danville, IL to the location of the class and not from the individual(s) home address.

In those instances when an employee is required to stay overnight (under the distance travel policy) away from home then the employee shall be paid overtime for hours that exceed 40 hours for the week. Overtime will only be paid when actual class hours exceed 40 hours, including travel time. (He/she shall only be paid if the employee <u>actually</u> stays at the class location and does not return home for personal reasons).

Shift Manning

MABAS only reimburses the fire department for actual course contact hours; therefore, the department shall use the following procedures for shift manning or back fill while employees are attending these MABAS courses:

For all contact course hours the City shall fill position for position and seek the appropriate reimbursement, when the number of employees attending class would reduce the manning below the departments minimum manning requirement per Article 7 of the Firefighters collective bargaining agreement.

The City will cover all additional cost for all non-contact hours required by the vacancy. The City shall also recall a sufficient number of personnel position for position so that the minimum manning requirements of Article 7 are maintained at all times.

Other MABAS Courses

All other courses (associated with Department Training) not listed above shall be considered non-strenuous, unless deemed so by the Public Safety Director or his/her designee, and will be subject to the department's normal approval procedures.

Train-the -Trainer courses associated with the list above will not be considered an "extremely strenuous" course and approval will be subject to the department's normal approval procedures.

APPENDIX G

Probationary Firefighter - Field Training Program (FTP)

Phase 1 - Academy phase. This phase will get the probationary firefighter ready for Academy and will last until Basic Fire Fighter Academy is complete and/or objectives have been met. The probationary firefighter will have a start date 3 weeks prior to Basic Academy. All Phase 1 classes will be completed before moving on to Phase 2.
(Phase 1 is completed upon the approval of the Training Officer. This phase will normally last up to 13 weeks)
*Exception- If EMT and Haz Mat Operations is not offered in conjunction with the academy the probationary firefighter will be sent to the closest available class and have until the completion of Phase 3 to complete certifications in order to be counted toward manning.

Phase 2 - Post-Academy phase. (40 hour work schedule) This phase starts immediately upon graduation from academy and completion of Phase 1. Phase 2 probationary firefighters will be placed on a 40 hour work week. The probationary firefighter is to complete the prescribed competencies before moving onto the Phase 3. (Phase 2 is completed upon the approval of the Training Officer. This phase will normally last up to 12 weeks)

Phase 3 - Shift Assignment phase. The probationary firefighter is assigned to a shift (24/48 shift) but is not counted toward manning. The probationary firefighter is to complete the prescribed competencies before moving onto the final phase. . (Phase 3 is completed upon the approval of the Training Officer and Assistant Chief assigned to that probationary firefighter. This phase will normally last up to 12 weeks)

Phase 4 - Evaluation phase. The final phase allows the probationary firefighter to be placed on shift and be counted toward manning. This phase allows officers to evaluate the probationary firefighter after completing all initial training as prescribed in the previous phases. To complete this phase the probationary firefighter's Captain, Assistant Chief, and Training Officer must agree the probationary firefighter is competent and ready to be appointed to a permanent position.

Phase 1 (Academy)	Phase 2 (Post-Academy)
Probationary Firefighter Orientation	SCBA Competency / Drills (Basic)
Fire Department Orientation / Duties	Basic RIT Training (Rapid Intervention Team)
Issued Gear, Department ID, uniforms	Hydrant Competency / Drills
Fit Testing (SCBA)	IL Drivers License for Class "B" Non-CDL
NIMS – IS-100, IS-200, IS-700, and IS-800	Fire Service Vehicle Operator Practical
Technical Rescue Awareness (TRA)	Begin 40 hours Initial Drivers Training
Blood Borne Pathogens	FSVO State Certification
Lock out / Tag out	Liberty 1 Training / Competency (Station 1)
HIPPA	Fill Station Training / Competency (Station 3)
Illinois Driving Permit for Class "B" License	Fire Investigation Awareness
Fire Service Vehicle Operator (Classroom)	Local 429 Contract Competency
Courage to be Safe Program	Rules and Regulations for Danville Fire
Hazardous Materials Awareness	Sexual Harassment Policy / Ethics Policy
Fire Service Vehicle Operator Classroom	Standard Operating Guidelines Competency
Basic Firefighter Academy	**Apparatus Drills / Competency**
*Emergency Medical Technician (EMT)	Engine 1, Engine 2, Engine 3, Engine 4
*Hazardous Materials Operations	Truck 1, SS1, SS2, Rescue 1, MC, E18, E19
	Apparatus /Pump Ops, Basic pump calculations, Nozzle operations,
	Location of equipment to each apparatus for above and signed off by officer of that station
Phase 3 (Shift Assignment)	**Phase 4 (Evaluation)**
SCBA Drills / Competency (Advanced)	Evaluation and continued competencies of
RIT Training (Advanced)	all classes and drills in previous phases.
Equipment Drills Competency	Assigned Captain, Assistant Chief, and
Saws / Power Tools, Hand Tools, Ladders,	Training Officer to agree to competence of
Extrication Equipment, Air Bag system,	Probationary Firefighter
Standard Operating Guidelines Continued	Completion of 40 hours Fire Service Initial Drivers Training
Vehicle Machinery Operations Class	*Hazardous Materials Tech A and B
Streets Competency Begins	

IT IS UNDERSTOODTHAT THE MAKE UP OF EACH PHASE IS SUBJECT TO CHANGE DEPENDING ON CLASS AVAILABILTY AND CHANGES IN TRAINING REQUIREMENTS.

The amount of training required in each phase will be no less than the Illinois State Fire Marshall's training requirements.

APPENDIX H

TRAINING LIEUTENANT POSITION

In the 2009-2011 collective bargaining agreement the Union and the City negotiated new terms regarding the position of Training Lieutenant :

Lieutenant in Charge of Training

1) **Hours of Work**: 40 per week, normally Monday through Friday, 0800-1630 with a one-hour lunch break.

2) **Wages:** the Lieutenant's yearly salary and longevity divided by 2.080 hours

3) **Vacation**: Lieutenant in Charge of Training with less than 20 years of service as of such anniversary date will receive thirty (30) working days of vacation. A Lieutenant with twenty (20) or more years of service as of such anniversary date, thirty- three (33) working days of vacation.

4) **Personal leave**: 96 hours per calendar year.

5) **Sick leave bonus**: Any employee who uses no sick leave hours during a contract year (May 1 to April 30) shall receive a bonus in an amount equal to 71 hours at such employees regular rate of pay, payable in the next month after April 30 of each year.

   Any employee who uses not more than 72 hours during any contract year (May 1 to April 30) shall receive a bonus in an amount equal to 57 hours at such employees regular rate of pay, payable in the next month after April 30 of each year.

6) **Sick leave**: Division 2 Employees 171 hours of sick leave for each year of this Agreement, which shall be credited to such employee on May 1 of each such year. In the event of eligibility for sick leave, these hours will be used first. Sick leave used will be deducted on an hourly basis. Any sick leave hours not used on or before the following April 30 shall be accumulated except as governed by Section 10.1 (e) below. Sick leave

may be accumulated to a maximum of 1,440 hours.

In the case of an employee who changes from Division 2 status to Division 1 status in any year, the annual sick leave for such employee shall be increased with a pro-ration of the increase to May 1. There shall be no adjustment during the year in the case of an employee who changes from Division 1 status to Division 2 status.

7) **Bereavement leave**: When a death occurs in an employee's immediate family, such employee shall take the next forty-eight (48) consecutive hours of scheduled work for bereavement leave. For the purpose of this Section, an employee's immediate family shall include the spouse, son, daughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother or grandchild of such employee or such employee's spouse. In the event that any such death may occur while an employee is on duty, bereavement leave as provided in this Section may be taken by such employee for the hours remaining in that duty day, and, if such employee so elects, he/she may make use of sick leave following the expiration of the forty-eight (48) consecutive hours of scheduled work for bereavement leave for the remaining hours in the duty day when such employee would otherwise be scheduled to return to work from bereavement leave, provided that any such employee shall provide the City with notice at least twenty-four (24) hours in advance of such use or such sick leave under this Section.

8) **Emergency Call back**: The Lieutenant in Charge of Training may be called back to perform the function of safety officer, at the discretion of the incident commander in addition to personnel required in section 7.1 Manning, of the collective bargaining agreement.

In the event the Lieutenant in Charge of Training achieves a certification in Fire and/or Arson Investigator through the Illinois Office of the State Fire Marshall, he shall be notified of all fires and perform as lead investigator. If he is unable to respond he can request another member of the team to be lead investigator.

9) **Overtime:** Any hours actually worked in excess of his normal duty hours shall be compensated at the rate of one and one half (1.5X's) his hourly rate of pay. If hours worked in excess are performing fire suppression duties he shall be paid according to the hourly rate of an employee of the same rank (Lieutenant) and longevity performing suppression duty.

10) **Vacancies:** Should a vacancy occur in the position of Lieutenant in Charge of Training, there shall be a notice posted of the vacancy at all stations for a period of 7 days. Any member interested in filling the position shall turn in a request to be considered to the Director of Public Safety prior to the deadline. The position shall be filled by seniority date of all members qualified to fill the position. In the event that no member submits a request to fill the vacancy the Director of Public Safety can fill the position with the least senior Lieutenant.

APPENDIX I

SUMMARY OF BENEFITS

Health Alliance

301 S. Vine St.
Urbana, IL 61801-3347
1-800-851-3379
www.healthalliance.org

Health Alliance PPO Group Plan Description of Coverage Worksheet 1/1/2013 - 12/31/2013

Maximums/Deductibles/Limitations	Description of Coverage	
Preauthorization Penalty** (applies if you fail to Preauthorize required services) Medical	**Preferred Provider** Not Applicable	**Non-Preferred Provider** 50% up to $500 (whichever is less)
Plan Year Deductibles (Deductible applies unless otherwise specified. If Deductible applies, the Deductible must be met before benefits are paid by the Plan.) Medical	**Preferred Provider** Single: $500 Family: $1,000	**Non-Preferred Provider** Single: $1,000 Family: $2,000
Plan Year Out-of-Pocket Maximums (The maximum annual out-of-pocket expense includes Deductible expenses) Medical	**Preferred Provider** Single: $2,000 Family: $4,000	**Non-Preferred Provider** Single: $4,000 Family: $8,000
Specialty (including Infertility Specialty) Prescription Drugs	Single: $1,500 Family: $4,500	Single: Unlimited Family: Unlimited
Plan Year Maximum Benefits Spinal Manipulation	$500 Combined Preferred and Non-Preferred Provider	
Pre-Existing Condition Exclusion	0%	
Lifetime Maximum Benefits Temporomandibular Joint (TMJ) Disorder	$2,500 Combined Preferred and Non-Preferred Provider	
See Service/Benefit section for visit, day and unit limits		

	Service/Benefit	You Pay Preferred Provider	You Pay Non-Preferred Provider* *(please see additional information below)*
Hospital Services	**Hospital Care** (includes observation bed stays, semi-private room and other Medically Necessary services)	20% Coinsurance	30% Coinsurance
Emergency Services	**Emergency Services (Outpatient)**	20% Coinsurance (Deductible does not apply)	Preferred Provider benefit applies

	Service/Benefit	You Pay Preferred Provider	You Pay Non-Preferred Provider* *(please see additional information below)*
Emergency Services	**Emergency Ambulance Transportation.** Ground ambulance for Emergency Medical Condition; air ambulance when cannot be safely transported by ground. Includes services received in or outside of the Service Area for an Emergency Medical Condition.	20% Coinsurance (Deductible does not apply)	Preferred Provider benefit applies
In the Doctor's Office	**Office Visit – Primary Care**	20% Coinsurance for office visit charge only (additional services obtained while in the office may require an additional Copayment or Coinsurance amount).	30% Coinsurance
	Office Visit – Specialty Care	20% Coinsurance for office visit charge only (additional services obtained while in the office may require an additional Copayment or Coinsurance amount).	30% Coinsurance
	Urgent Care Visit (May also be referred to as Convenient Care, Prompt Care or Express Care Centers)	20% Coinsurance for office visit charge only (additional services obtained while in the office may require an additional Copayment or Coinsurance amount).	30% Coinsurance
	Other services obtained while in the Doctor's Office, including Allergy Treatment and Testing or Wellness Care, may require an additional Copayment or Coinsurance amount		
	Annual Wellness Visit	$0 Copayment per visit (Deductible does not apply)	30% Coinsurance
	Allergy Treatment and Testing	20% Coinsurance	30% Coinsurance

	Service/Benefit	You Pay Preferred Provider	You Pay Non-Preferred Provider* *(please see additional information below)*
	Wellness Care *Refer to your Policy for the specific service under wellness care. Services not provided in the Physician's office may be subject to the Outpatient Surgery/Procedures Copayment, Coinsurance and/or Deductible.*	$0 Copayment per service (Deductible does not apply)	30% Coinsurance
	Breast Cancer Screening Low-dose or digital mammography, comprehensive ultrasound breast screening	$0 Copayment (Deductible does not apply)	30% Coinsurance
Medical Services	**Diagnostic Testing and X-Rays**	20% Coinsurance	30% Coinsurance
	Outpatient Surgery/Procedures (Services performed in an Outpatient setting, including colonoscopy, when there is an associated facility fee)	20% Coinsurance	30% Coinsurance
	Maternity Care **Hospital Care** Minimum of 48 hours of inpatient care following a vaginal delivery and a minimum of 96 hours of inpatient care following a delivery by Caesarean Section.	20% Coinsurance	30% Coinsurance
	Routine Prenatal Care	20% Coinsurance	30% Coinsurance
	Newborn Care The first 48 hours of newborn inpatient care following a vaginal delivery or 96 hours of newborn inpatient care following a delivery by Caesarean section are covered under the mother's maternity coverage.	The properly enrolled newborn will be subject to a separate Hospital Care Copayment/Coinsurance and a separate Plan Year Medical Deductible.	The properly enrolled newborn will be subject to a separate Hospital Care Copay/Coinsurance and a separate Plan Year Medical Deductible.
	Infertility Services Diagnostic and treatment services	Office Visit and Hospital Copayments or Coinsurance apply	Office Visit and Hospital Copayments or Coinsurance apply
	Mental Health Care **Outpatient** Unlimited visits per Plan Year	20% Coinsurance	30% Coinsurance
	Inpatient Unlimited days per Plan Year	20% Coinsurance	30% Coinsurance
	Substance Abuse Treatment **Outpatient** Unlimited visits per Plan Year	20% Coinsurance	30% Coinsurance
	Inpatient Unlimited days per Plan Year	20% Coinsurance	30% Coinsurance

	Service/Benefit	You Pay Preferred Provider	You Pay Non-Preferred Provider* *(please see additional information below)*
Medical Services	**Rehabilitation Services (speech, physical and occupational)**		
	Outpatient (includes home setting) Combined total of 60 visits per condition per Plan Year combined Preferred and Non-Preferred Provider	20% Coinsurance	30% Coinsurance
	Outpatient Speech Therapy for Pervasive Developmental Disorder (includes home setting) Total of 20 additional visits per Plan Year	20% Coinsurance	30% Coinsurance
	Inpatient (including Skilled Care) Combined total of 120 days per Plan Year combined Preferred and Non-Preferred Provider	20% Coinsurance	30% Coinsurance
Other Services	**Durable Medical Equipment**** *(a maximum benefit limit may apply)*	20% Coinsurance	30% Coinsurance
	Arm, Leg Prostheses	20% Coinsurance	30% Coinsurance
	Custom Orthotics *(a maximum benefit limit may apply)*	20% Coinsurance	30% Coinsurance
	Other Prostheses, Orthopedics and Orthopedic Appliances** *(a maximum benefit limit may apply)*	20% Coinsurance	30% Coinsurance
	Hospice Care	Office Visit and Hospital Care Copayments or Coinsurance apply	Office Visit and Hospital Care Copayments or Coinsurance apply
	Home Health Services Unlimited visits per Plan Year	20% Coinsurance	30% Coinsurance
	Vision Care**	20% Coinsurance	30% Coinsurance
	Spinal Manipulation**	20% Coinsurance (Deductible does not apply)	
	Human Organ Transplant	Office Visit and Hospital Care Copayments or Coinsurance apply. Transplants are covered when performed at a Health Alliance approved facility.	
	Temporomandibular Joint (TMJ) Disorder	Office Visit and Hospital Care Copayments or Coinsurance apply	Office Visit and Hospital Care Copayments or Coinsurance apply
	Other Covered Services	20% Coinsurance	30% Coinsurance

	Service/Benefit	You Pay Preferred Provider	You Pay Non-Preferred Provider* *(please see additional information below)*
Outpatient Prescription Drugs	**Prescription Contraceptive Devices/Injectables**** *(For medical use only, see wellness benefit for female contraceptives for unintended pregnancy)* Additional other services obtained may require an additional Deductible, Copayment or Coinsurance	20% Coinsurance	50% Coinsurance
	Outpatient Prescription Drugs** For a 30 day supply, you pay:		
	Value Based	$20 Copayment	50% Coinsurance
	Tier 1 Drugs	$15 Copayment	50% Coinsurance
	Tier 2 Drugs	$30 Copayment	50% Coinsurance
	Tier 3 Drugs	$60 Copayment	50% Coinsurance
	Specialty Prescription Drugs**	20% Coinsurance	50% Coinsurance
	Infertility Outpatient Prescription Drugs** Limited to manufacturer's standard packaging		
	Tier 1 Drugs	$15 Copayment	50% Coinsurance
	Tier 2 Drugs	$30 Copayment	50% Coinsurance
	Tier 3 Drugs	$60 Copayment	50% Coinsurance
	Infertility Specialty Prescription Drugs**	20% Coinsurance	50% Coinsurance
	Mail Order Prescription Drugs** For a 90 day supply, you pay:		
	Value Based	$55 Copayment	50% Coinsurance
	Tier 1 Drugs	$41.25 Copayment	50% Coinsurance
	Tier 2 Drugs	$82.50 Copayment	50% Coinsurance
	Tier 3 Drugs	$165 Copayment	50% Coinsurance

* **You also pay any charges in excess of the Maximum Allowable charge. Amounts over the Maximum Allowable charge do not apply to the Out-of-Pocket Maximum.**

** Copayments and Coinsurance payments for these services do not apply to the Medical Plan Year Out-of-Pocket Maximum.

Members with Medicare Parts A and B as their primary coverage will not be subject to Health Alliance Copayments, Coinsurance or any applicable Medicare deductibles or coinsurance, except for prescription drugs (if applicable) for services received from Preferred Providers. For services received from Non-Preferred Providers, Members with Medicare Parts A and B as their primary coverage are responsible for Health Alliance Copayments, Coinsurance and Out-of-Pocket Maximums prior to the Plan covering any applicable Medicare deductibles or coinsurance.

This is a brief summary of Health Alliance group PPO benefits and exclusions, which are subject to change. Please refer to your Health Alliance Policy for detailed information regarding your Plan.

Health Alliance

301 S. Vine St.
Urbana, IL 61801-3347
1-800-851-3379
www.healthalliance.org

Health Alliance HMO Group Plan Description of Coverage Worksheet 1/1/2013 - 12/31/2013

Maximums/Deductibles/Limitations	Description of Coverage
Your Doctor	Choose a Primary Care Physician from the Provider Directory in your Service Area. Women may also select a Woman's Principal Health Care Provider from the Provider Directory in their Service Area.
Plan Year Deductibles Medical	Not applicable
Plan Year Out-of-Pocket Maximums Medical Specialty (including Infertility) Prescription Drugs	Single: $2,000 Family: $4,000 Single: $1,500 Family: $4,500
Pre-Existing Condition Limitation *	50% (if applicable)
See Service/Benefit section for visit, day and unit limits	

	Service/Benefit	Description of Coverage	Health Alliance Pays	You Pay
In the Hospital	**Hospital Care** Inpatient Care Days Room and Board Surgeon's Fees Doctor's Visits Medications Other Miscellaneous	 Unlimited number of days Semi-private room Included Included Included Except personal comfort items	100 % after Copay	$400 Copay per admission
Emergency Services	**Emergency Services**	ER Copay is waived if admitted to the Hospital when Plan requires an inpatient Hospital Copay or Coinsurance. Includes services received in or outside of the Service Area for an Emergency Medical Condition.	100 % after Copay	$200 Copay per visit
	Emergency Post-Stabilization Services	Same as Hospital Care	100% after Copay/ Coinsurance	Hospital Care Copay/ Coinsurance applies
	Emergency Ambulance Transportation	Ground ambulance for Emergency Medical Condition; air ambulance when cannot be safely transported by ground. Includes services received in or outside of the Service Area for an Emergency Medical Condition.	100 % after Copay	$100 Copay

	Service/Benefit	Description of Coverage	Health Alliance Pays	You Pay
In the Doctor's Office	**Office Visit – Primary Care**	Office visit charge. Additional other services obtained while in the office may require an additional Copayment or Coinsurance	100 % after Copay	$30 Copay per visit
	Office Visit – Specialty Care	Office visit charge. Additional other services obtained while in the office may require an additional Copayment or Coinsurance	100 % after Copay	$40 Copay per visit
	Office Visit- Urgent Care (Urgent care facilities could also be referred to as convenient care, express care or prompt care centers)	Urgent Care Visit Charge Additional other services obtained while in the office may require an additional Copayment or Coinsurance	100 % after Copay	$30 Copay per visit
	Other services obtained while in the Doctor's Office may require an additional copayment or coinsurance amount.			
	Annual Wellness Visit	Annual Wellness Visit, well child care and school physicals	100 % after Copay	$0 Copay per visit
	Immunizations	Preventive immunizations and inoculations for Wellness Care	100 % after Copay	$0 Copay per service
	Allergy Treatment and Testing	Treatment and testing	100 % after Copay	$0 Copay per service
	Wellness Care	*Refer to your Policy for the specific services under wellness care. Services not provided in the Physician's office may be subject to the Outpatient Surgery/Procedures Copayment or Coinsurance.*	100 % after Copay	$0 Copay per service
	Breast Cancer Screening	Low-dose or digital mammography, comprehensive ultrasound breast screening	100% after Copay/ Coinsurance	$0 Copay per service
Medical Services	**Diagnostic Testing and X-Rays**	X-Rays, laboratory tests and pathology services	100 % after Copay	$0 Copay per service
	Magnetic Resonance Imaging (MRI) and Computed Tomography (CT) Scanning	Outpatient MRIs and CTs. Does not include MRIs and CTs performed during a Hospital stay.	100 % after Copay	$0 Copay per service
	Outpatient Surgery/Procedures	Services performed in an Outpatient setting, including Colonoscopy, when there is an associated facility fee.	100 % after Copay	$250 Copay per surgery

	Service/Benefit	Description of Coverage	Health Alliance Pays	You Pay
Medical Services	**Maternity Care** Hospital Care	Minimum of 48 hours of inpatient care following a vaginal delivery and a minimum of 96 hours of inpatient care following a delivery by Caesarean section	100% after Copay/ Coinsurance	Hospital Care Copay/ Coinsurance applies
	Routine Prenatal Care	Routine prenatal visits and postpartum checkup	100 % after Copay	$300 Copay per pregnancy
	Newborn Care	The first 48 hours of newborn inpatient care following a vaginal delivery or 96 hours of newborn inpatient care following a delivery by Caesarean section are covered under the mother's maternity coverage.	For the properly enrolled newborn, 100% after the Hospital Care Copay/Coinsurance	The properly enrolled newborn will be subject to a separate Hospital Care Copay or Coinsurance amount.
	Infertility Services	Diagnostic and treatment services	100% after Copay or Coinsurance	Office Visit Copay or Coinsurance and Hospital Care Copay/Coinsurance apply
	Mental Health Care **Outpatient** Services received from a Participating Provider (See Rehabilitation Services for Outpatient Speech Therapy for Pervasive Developmental Disorder	Unlimited visits per Plan Year	100 % after Copay	$30 Copay per visit
	Inpatient Services received from a Participating Provider	Unlimited days per Plan Year	100 % after Copay	$400 Copay per admission
	Non-Serious Mental Health Care Inpatient and Outpatient Services received from a Non-Participating Provider*		50% Coinsurance	50% Coinsurance
	Substance Abuse Treatment **Outpatient** Services received from a Participating Provider	Unlimited visits per Plan Year	100 % after Copay	$30 Copay per visit
	Inpatient Services received from a Participating Provider	Unlimited days per Plan Year	100 % after Copay	$400 Copay per admission
	Substance Abuse Inpatient and Outpatient Services received from a Non-Participating Provider *		50% Coinsurance	50% Coinsurance

	Service/Benefit	Description of Coverage	Health Alliance Pays	You Pay
Medical Services	**Rehabilitation Services** (speech, physical and occupational)			
	Outpatient (includes home setting)	Combined total of 60 visits per condition per Plan Year	100 % after Copay	$30 Copay per visit
	Outpatient Speech Therapy for Pervasive Developmental Disorder (includes home setting)	Total of 20 additional visits per Plan Year	100 % after Copay	$30 Copay per visit
	Inpatient (includes Skilled Care)	Up to a combined total of 120 days per Plan Year for rehabilitation and skilled nursing care in an approved nursing facility	100 % after Copay	$400 Copay per admission
Other Services	**Durable Medical Equipment***	Durable medical equipment for home use. (A maximum benefit limit may apply.)	100% Coinsurance	0% Coinsurance
	Arm, Leg Prostheses	Prosthetic devices up to the maximum allowable.	100% Coinsurance	0% Coinsurance
	Custom Molded Orthotics *(a maximum benefit limit may apply)*	Orthotics up to the maximum allowable	100% Coinsurance	0% Coinsurance
	Other Prostheses, Orthotics and Orthopedic Appliances* *(a maximum benefit limit may apply)*	Paid up to the maximum allowable	100% Coinsurance	0% Coinsurance
	Hospice Care	Palliative and supportive medical, nursing and other services through at-home or inpatient care	100% Coinsurance	$0
	Home Health Services	Intermittent skilled nursing and skilled therapeutic home services for the homebound	100 % after Copay	$0 Copay per visit
	Vision Care*	Vision screenings and examinations	100 % after Copay	$30 Copay per visit
	Spinal Manipulation	Spinal manipulations and mobilizations	100 % after Copay	$20 Copay per visit
	Human Organ Transplant	Non-experimental organ or tissue transplants and procedures at a Health Alliance approved facility	100% after Copay or Coinsurance	Office Visit Copay or Coinsurance and Hospital Care Copay/ Coinsurance apply
	Temporomandibular Joint (TMJ) Treatment	Treatment of temporomandibular joint-pain dysfunction syndrome is not covered	$0	100%
	Other Covered Services	Other services covered per your policy not otherwise documented on this Description of Coverage	100% Coinsurance	0% Coinsurance

	Service/Benefit	Description of Coverage	Health Alliance Pays	You Pay
Outpatient Prescription Drugs	**Prescription Contraceptive Devices/Injectables*** *(For medical use only, see wellness benefit for female contraception for unintended pregnancy)* Additional other services obtained may require an additional Deductible, Copayment or Coinsurance	Covered when provided on an Outpatient basis in a Physician's office when services are received by or under the supervision of a Participating Physician	80% Coinsurance	20% Coinsurance
	Outpatient Prescription Drugs* For a 30 day supply:	Value-based Drugs	100 % after Copay	$20 Copay
		Tier 1 Drugs	100 % after Copay	$15 Copay
		Tier 2 Drugs	100 % after Copay	$30 Copay
		Tier 3 Drugs	100 % after Copay	$60 Copay
	Specialty Prescription Drugs*	Covered	80% Coinsurance	20% Coinsurance
	Infertility Outpatient Prescription Drugs* Limited to manufacturer's standard packaging			
		Tier 1 Drugs	100 % after Copay	$15 Copay
		Tier 2 Drugs	100 % after Copay	$30 Copay
		Tier 3 Drugs	100 % after Copay	$60 Copay
	Infertility Specialty Prescription Drugs*	Covered	80% Coinsurance	20% Coinsurance
	Mail Order Prescription Drugs* For a 90 day supply:	Value-based Drugs	100 % after Copay	$55 Copay
		Tier 1 Drugs	100 % after Copay	$41.25 Copay
		Tier 2 Drugs	100 % after Copay	$82.50 Copay
		Tier 3 Drugs	100 % after Copay	$165 Copay

* Copays and Coinsurance for these services do not apply to your Medical Plan Year Out-of-Pocket Maximum. Copayments and coinsurance you pay for these services will not apply to your Out-of-Pocket Maximum.

A Copayment or Coinsurance amount will never be more than 50% of the Usual, Customary and Reasonable (UCR) charge that is set by Health Alliance for each, specific Basic Health Care Service. Basic Health Care Services are: emergency care, inpatient Hospital and doctor care, Outpatient medical services, mental health care and treatment for alcohol and drug abuse.

Members with Medicare Parts A and B paying first for their health care services will not be subject to Health Alliance Copayments, Coinsurance or any applicable Medicare deductibles or coinsurance, except for prescription drugs (if applicable) for services received from Participating Providers under the HMO Policy.

This is a brief summary of Health Alliance HMO benefits and exclusions and limitations which are subject to change. Please refer to the Health Alliance HMO Policy booklet for more detail about your health Plan.