



**ORDINANCE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

SECTION 1. The City Council hereby approves an agreement, substantially in the form attached, between the City of Chicago and the Chicago Fire Fighters Union, Local No. 2, International Association of Fire Fighters, AFL-CIO-CLC. The Mayor is authorized to execute that agreement.

SECTION 2. This ordinance shall be in force and effect upon its passage and approval.

***Labor Contract***

between

**CHICAGO FIRE FIGHTERS UNION, LOCAL NO. 2 International  
Association of Fire Fighters A.F.L - CIO. - C.LC**

**AND**

**July 1, 2017-June 30, 2021**

**THE CITY OF CHICAGO, ILLINOIS**

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#### ARTICLE I. PREAMBLE

THIS AGREEMENT is entered into by and between the CITY OF CHICAGO, an Illinois Municipal Corporation, hereinafter referred to as the "Employer", and the CHICAGO FIRE FIGHTERS UNION, LOCAL NO-. 2 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO-CLC, hereinafter referred to as the "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to establish proper standards of wages, hours and other terms and conditions of employment, and to provide for equitable and/peaceful adjustment of differences over the interpretation and application of this Agreement, and to promote intra-departmental efficiency and effectiveness,

#### ARTICLE II. RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the following employees, for the purpose of collective bargaining and establishing and administering a labor contract covering wages, rates of pay, hours of labor and all other terms and conditions of employment:

All full time uniformed members of the Chicago Fire Department below the ranks of Deputy District Chief and Assistant Deputy Chief Paramedics, excluding employees as specified in Appendix A. Such confidential employees shall be granted leaves from their bargaining unit assignments for the duration of their assignment as confidential employees, but shall be allowed to return to the bargaining unit after the termination of their assignment as confidential employees.

ARTICLE III. UNION SECURITY

Section 3.1 - Maintenance of Membership and Payroll Deductions

A Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement by the timely payment of uniform membership fees, dues and other financial obligations.

B. During the term of this Agreement the Employer agrees to deduct each pay day Union dues and other financial obligations in the amount certified to be current by the Secretary-Treasurer of the Union from the pay of the

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employees who are members of the Union covered by this Agreement who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted to the Union no later than thirty-five (35) days after the deduction is made by the Employer.

Authorization for such deduction shall be irrevocable unless revoked by written notice to be received by the Employer and received by the Union no less than thirty (30) days prior to the date of revocation during the thirty (30) days prior to the effective date of this Agreement.

Should any employee covered by this Agreement who is a member of the Union, become if a member of the Union

Employer and the Employer shall immediately commence to treat any such employee as a fair-share employee.

Effective from the date of the final ratification of this Agreement or July 1, 2007, the Employer agrees to deduct from the pay of each employee the amount of two dollars (\$2.00) each payday upon the employee's written authorization, a copy of which authorization form shall be furnished by the Union. Within thirty-five (35) days after the deduction is made by the Employer, the Employer shall remit the total amount of the deductions to the Chicago Fire Fighters Union Political Committee in care of the Union's Secretary-Treasurer.

Section 3.2 - Fair-Share-Fee-and-Payroll-Deductions

Any person hired after the effective date of this Agreement shall be treated as a fair-share employee.

From the effective date of this Agreement and continuing during the term of this Agreement, the Employer shall deduct from the pay of each employee who is a member of the Union a fair-share fee of 11 percent of the employee's gross pay for each pay period. The fair-share fee shall be paid by the employee to the Chicago Fire Fighters Union Political Committee in care of the Union's Secretary-Treasurer.

This agreement shall be in full compliance with the Union's financial requirements and shall not be subject to any other provisions of the Chicago Fire Fighters Union Political Committee.

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The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits

or other forms of-liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions

### Section 3.3 - Union Business Leaves

A. Upon thirty (30) days advance written notice the Employer agrees to grant a leave of absence for not more than three (3) years without pay to not more than two (2) employees who may be elected to a full-time Union position with the Local or International Union. While on such leave the employee, shall not incur a break in continuous service. An employee on leave shall not be eligible for any other fringe benefits except for the specific pension provision applicable to the Union President under the State of Illinois Pension Code.

In addition to the foregoing, three (3) employees covered by the Agreement shall, upon thirty (30) days written notice, be granted leave from their duties, but shall remain on the payroll, for the purpose of performing full-time, duties on behalf of the Union. During such leave said employees shall continue to accumulate seniority and shall be eligible for and shall receive all benefits as if they were fully on duty, including, but not limited to, pension accruals. Effective January 1, 2002, the Union will reimburse the City in an amount equal to the cost of the salaries and fringe benefits contributions for employees on Union leave. The Employer shall remain responsible for its portion of the pension contribution. f

B. Subject to the need for orderly scheduling and any emergency needs, and upon thirty (30) days advance written notice, the Employer agrees to release from work without loss of pay Union officials and representatives in order to attend bargaining sessions, membership meetings, executive board meetings, state conventions, national conventions, memorials, funeral services, seminars, conferences or symposiums. It is provided, however, that this shall be limited to a maximum of 2640 hours annually; effective January 1, 2014, 2700 hours annually, of which 300 or fewer hours may be carried over to the following year.

The Union shall supply the Employer with a list containing the names, Union office, rank and permanent assignment of all Union officials and representatives Prior to any scheduled bargaining session, membership meeting or executive board meeting, the Union shall notify the Fire Department Labor Relations Chief, in writing, of the names of its officials or representatives requiring paid time off, and the anticipated length of the scheduled session or meeting. Union officials or representatives receiving paid time off to attend the session or meeting must return to work at the conclusion of said session or meeting.

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C. One (1) person designated by the Union shall be released from work to attend sessions of the Illinois State Legislature as Legislative Representative under the following terms and conditions:

- a) Said person must notify the Fire Commissioner or his designee, through channels, three (3) days in advance of his/her attendance at any such session.

- b) Said person, upon request, shall promptly provide the Fire Commissioner with a report of the matters of interest considered, by the legislature during the session attended.
- c) If said person receives his/her authorized per diem allowance from the Union, his/her absence from work shall be without loss of pay.
- d) The Union will provide the Fire Commissioner or his/her designee with satisfactory evidence concerning the payment of per diem allowance.

When needed, a second person designated by the Union shall be allowed to exchange work shifts and Daley Days to attend sessions of the Illinois State Legislature as Legislative Representative. Said person shall also comply with paragraphs (a) and (b) above, and shall further comply with the mechanics of Section 7.6C as it relates to the exchange of work shifts and Daley Days to the extent that 7.6C is not inconsistent with paragraphs (a) and (b) above, and such exchanges shall not be charged to exchanges in 7.6C.

### Section 3.4 - Distribution of Agreement

The Union shall print and distribute a copy of this Agreement to all current members of the bargaining unit and any new members hired during the term of this Agreement. On request, copies of the Agreement may be furnished to the Fire Commissioner for distribution through the Department.

### Section 3.5 - Intra-Department Communications

A. The Union may utilize the Departmental simulcast to communicate notice of scheduled Union meetings and special events, with the approval of the Fire Commissioner or his/her designee.

B. The Department shall provide the Union with copies of:

1. All General Orders, Special Orders, Personnel Orders, Directives, Memoranda, Notices and all writings relating to or amending the foregoing, when issued;
2. Immediately after each transfer order, a listing of members indicating name, bureau; assignment (company or otherwise), and if applicable Platoon and Daley Day;
3. A quarterly listing of employees in alpha and assignment sequence; and
4. A copy of change of address forms (PER 72) that are submitted to the City by bargaining unit members.

### Section 3;6 - Union Insignia

Employees of Local 2 may wear the official Union insignia on both their dress and work uniforms. Such insignia shall be a pin, not larger than the size of a dime quarter on the dress uniform. On the work uniform, such insignia shall be an iron-on patch not larger than the size of a quarter. On the dress uniform such insignia shall be centered one-quarter (1/4) inch above the member's name plate. On the work uniform such insignia shall be centered one and one-half (1-1/2)

inches above the member's right breast pocket.

## ARTICLE IV. HOURS OF WORK

### Section 4.1 - Platoon Duty

#### A. Bureaus of Operations and Support Services

Employees covered by this Agreement who work within the Bureaus of Operations and Support Services, shall be assigned to regular platoon duty shifts, except forty (40) hour employees as defined in Section 4.2. The normal on duty hours of duty shall be twenty-four (24) consecutive hours on duty, starting at 8 00 a.m. and ending the following 0 00 a.m., except, however, that the twenty-four (24) hours on duty for Battalion

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Chiefs and employees assigned as drivers to employees in the ranks of Battalion Chief and above shall normally start between 7:00 a.m. and 7:30 a.m. The normal on duty tour shall be followed by forty-eight (48) consecutive hours off duty. The annual average weekly hours on duty shall normally not exceed forty-four point eight (44.8) hours per week. The average weekly hours shall normally be accomplished by scheduling every fifth (5th) on duty shift as a Daley Day off duty. Exceptions to the above may be made in special situations as-described in Subsection 4.1B.

#### B. Special Situations - Bureaus of Operations and Support Services

Employees may be temporarily detailed from platoon duty to forty (40) hour duty and from forty (40) hour duty to platoon duty for a period of not less than five (5) days and not to exceed thirty (30) days, or longer by mutual agreement of the parties, and such agreement shall not be unreasonably withheld by the Union. Employees may be so detailed only for reasons of training, special duty assignments, or when the Fire Commissioner or Mayor determines and announces that an emergency condition exists. After the five (5) day minimum period, employees shall be returned to their normal duty positions and schedules, when the training, special situation or emergency condition ceases to exist, or, if applicable, upon termination of any mutually agreed extension of a temporary detail beyond thirty (3.0) days. Such temporary details shall also be subject to the following conditions:

1. Details shall be on a voluntary basis according to seniority, except if there are insufficient voluntary requests, then details will be implemented with the least senior employees; provided,-however,

a) training instructors shall only be detailed on a voluntary basis, and

b) no employee shall be mandatorily detailed who has a previously scheduled furlough or Administrative Day in the first thirty (30) days of the detail. In the case of a detail which exceeds thirty (30) days,-by mutual agreement as above provided, the employee will receive his/her furlough or Administrative Day in the mode of operation for the schedule to which he is detailed.

2 An employee detailed shall receive the appropriate rate of pay, but no less than the employee's regular rate of pay. An employee receiving any benefits accrued prior to the detail, such as assigned

furlough or Administrative Day and forty-eight (48) hours off between shifts as set forth in Article JV shall not be modified except as provided above in subparagraph 1.

In the case of an employee detailed from platoon duty, any previously earned Daley Days shall be granted immediately upon the employee's return to platoon duty.

3. After thirty (30) days, detailed employees shall be slotted on to overtime Lists by last date of rehire - the District Chief and Union Steward or Business Agent shall consult.

4. Any employee detailed from a forty (40) hour duty schedule to platoon duty shall receive one-quarter (1/4) of a Daley Day for each platoon shift worked.

5. No employee detail shall commence on a holiday; except when the Fire Commissioner or Mayor determines and announces that an emergency exists.

6. No employee shall be so detailed for disciplinary reasons.

#### C. Bureau of Operations/Division of Emergency Medical Services

Employees covered by this Agreement who work within the Bureau of Operations/Division of Emergency Medical Services (i.e. Paramedics, Paramedics-in-Charge, Ambulance Commanders and Field Chiefs) shall be assigned to regular platoon duty shifts, except forty (40) hour employees as defined in Section 4.2. The normal on duty tours of duty shall be twenty-four (24) consecutive hours on duty, starting at 8 00 a.m and ending the following 8:00 a.m.; except, however, that the twenty-four (24) hours on duty for Field Officers shall normally start between 7:00 a.m and 7:30 a.m. The normal on duty tour shall be followed by seventy-two (72) consecutive hours off duty. The annual average weekly hours on duty shall normally not exceed forty-two (42) hours per week. The normal weekly work period shall be the seven (7) days from Sunday through Saturday consistent with the starting and ending times set forth in this subparagraph C. Exceptions to the above may be made in special situations as described in Subsection 4.1D.

#### D. Special Situations - Bureau of Operations/Division of Emergency Medical Services

Employees may be temporarily detailed from platoon duty to forty (40) hour duty and from forty (40) hour duty to platoon duty for a period of not less than five (5) days and not to exceed thirty (30) days, or longer by mutual agreement of the parties, and such agreement shall not be unreasonably withheld by the Union: Employees may be so detailed only for reasons of training, special duty assignments, or when the Fire Commissioner or Mayor determines and announces that an emergency condition exists. After the five (5) day minimum period, employees shall be returned to their normal duty positions; and schedule. When the training, special situation or emergency condition ceases to exist, or, if applicable, upon termination of any mutually agreed extension of a temporary detail beyond thirty (30) days. Such temporary details shall also be subject to the following conditions:

1. Detail shall be on Voluntary basis according to seniority, except if there are insufficient voluntary requests, then details will be implemented with the Least senior employees; provided, however,

a. training instructors shall only be detailed on a voluntary basis, and

b. no employee shall be mandatorily detailed who has a previously scheduled furlough or Administrative Day in the first thirty (30)-days of the detail. In the case of a detail which exceeds thirty (30) days, by mutual agreement as above provided, the employee will, receive his/her furlough or Administrative Day in the mode of operation for the schedule to which he/she is detailed.

2. An employee detailed shall receive the appropriate rate of pay, but no less than the employee's regular rate of pay. An employee receiving any benefits accrued prior to the detail, such as assigned furlough or Administrative Day and seventy-two (72) hours off between shifts as set forth in Article IV shall not be modified except as provided above in subparagraph 1

An employee shall be granted at least twenty-four (24) hours off duty before reporting to or returning from a detail between platoon duty and forty (40) hour duty.

3. After thirty (30) days, detailed employees shall be slotted on to overtime lists by last date of reassignment - the District Commander and Union Steward or Business Agent shall consult.

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4. No employee detail shall commence on a holiday; except when the Fire Commissioner or Mayor determines and announces that an emergency exists.

5. No employee shall be so detailed for disciplinary reasons..

#### Section 4.2 - Forty (40) Hour Employees

A. Employees within the Bureaus Of Administrative Services, Employee Relations, Support Services and Division of Emergency Medical Services, and other bureaus Listed in Section 4.1 who are not on platoon duty, shall work a normal workweek consisting of eight (8) consecutive hours, Monday through Friday. Exceptions to the normal workweek shall be consistent with past practice.

B. Employees assigned to the Bureau of Fire Prevention shall normally work ten (10); consecutive hours, four (4) days per calendar week. There will be two (2) shifts (A & B) rotating every two (2) weeks. The "A" shift will work Monday-Thursday one week and Tuesday-Friday the following week. The "B" shift will work Tuesday-Friday one week and Monday-Thursday the following week. Hours of duty will be 7:00 AM to 5:00 PM including a one (1) hour lunch period and three (3) fifteen minute breaks, (two in the morning and one in the afternoon) each day. Furloughs will be selected in the customary manner.

If a holiday falls on Monday, those employees working Monday-Thursday will be off duty on Monday

and those employees working Tuesday-Friday will be off duty on Tuesday. If a holiday falls on a Friday, employees working Monday-Thursday will be off duty on Thursday and employees working Tuesday-Friday will be off duty on Friday, If a holiday falls on Tuesday, Wednesday or Thursday, the holiday will be celebrated on that day for all employees.

1. Each employee shall provide weekend coverage a maximum of four (4) out of the fifty-two (52) weeks per year. Employees shall bid for weekends by seniority limited to when the employee's shift is assigned to Tuesday-Friday. If assigned to a weekend, the duty days shall be Wednesday, Thursday, Friday and Saturday. Wednesday and Thursday shifts shall be the normal ten (10) hour day. The Friday and Saturday shifts will each begin in the evening and last for eight (8) hours. (Friday 6:00 PM to Saturday 2:00 AM, and Saturday 8:00 PM to Sunday 4:00 AM), giving the employee a total of 36 hours worked that week and being paid for 40 hours.

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No other premium pay shall be applicable to those hours for the weekend selected.

2. At the discretion of the Deputy Fire Commissioner, employees will be exempt from this scheduling for the position listed below:

Aide to the Commissioner

The employee<sup>^</sup>) exempt from this scheduling will be presented to the Union and kept current as changes occur.

3. Procedure for establishing this Weekend Work Status List:

A list of the fifty-two (52) weekends per year will be sent to each affected member who will choose the weekends he/she wishes to be available for work. Employees shall be assigned to the four (A) weekend work periods using seniority as the criteria. Ten (10) employees will be chosen for each weekend tour.

4. Employees shall not, normally be required to work with less than ten (10) hours off between shift assignments during the Monday through Sunday workweek. Any employee assigned to work with less than ten (10) hours off between shifts shall receive additional pay at increments of one hour at one-half time hourly rate for each hour, or any portion thereof, less than such ten (10) hours.

For all time consisting of fifteen (15) minutes or more beyond the normal shift, employees also shall be compensated at the applicable overtime rate.

Employees will not be required to work with less than eight (8) hours off between shift assignments unless a bonafide operational need exists.

### Section 4.3 - Break Periods - Meal Periods

A. Except for employees assigned to the Fire Prevention Bureau, forty (40) hour employees' work schedule shall provide for a fifteen (15) minute paid break period during each one-half (1/2) shift. The break period shall, be scheduled approximately at the middle of each one-half (1/2) shift whenever this is feasible. Such forty (40) hour employees shall also be granted a paid lunch period of not to exceed one (1) hour during each work shift. Whenever feasible, the lunch period shall be scheduled approximately at the middle of each shift.

B. Any forty (40) hour employee who for any reason works two (2) hours beyond his/her regular quitting time shall be entitled to another fifteen (15) minute paid break period.

#### Section 4.4 - Overtime Definition

Employees authorized to work any time on duty in addition to the normal shifts as defined in this Article shall be considered as working overtime hours, subject to the overtime rate provision of this Agreement;

Compensation shall not be paid more than once for the same hours worked under any provision of this Article or Agreement.

#### Section 4.5 - Altered Work Hours

Employees on a voluntary basis may be assigned or detailed as instructors to the Academy, and if so shall be paid as provided in Article VI B6.

Instructors and other employees assigned or detailed to the Academy may, for the purpose of facilitating training or special duty, be scheduled to work Saturday or Sunday instead of the normal five (5) day workweek, or they may have their normal daily work hours altered, but not to exceed the total number of eight (8) consecutive hours in any one day.

Consistent with the agreed practice in the Fire Prevention Bureau, if a recognized holiday is observed under Section 7.2A on a day other than the scheduled work day of an employee assigned or detailed to the Academy, that employee's next scheduled work day shall be considered that employee's recognized holiday and treated as such under Section 7.2B.

Employees shall not normally be required to work with less than ten (10) hours off between shift assignments during a Monday through Sunday workweek. Any employee assigned to work with less than ten (10) hours off between shifts shall receive additional pay at increments of one (1) hour at one-half (1/2) times their hourly rate for each hour or any portion thereof less than such ten (10) hours. For all times consisting of fifteen (15) minutes or more beyond their normal shift, employees shall be compensated at the applicable overtime rate.

This Section 4.5 shall not apply to employees in the Platoon mode.

ARTICLE V. WAGES AND RATES OF PAY

Section 5.1 - Annual Salary Schedule

A. Effective July 1, 2012 through July 1, 2017, the annual salaries of the members of the bargaining unit shall be paid pursuant to the salary schedule attached hereto and made part of this Agreement and identified as Appendix B.

B. (a) The following wage changes will be instituted:

- 1. Effective July 1, 2017, a 1% increase.
- 2. Effective January 1, 2018, a 2.25% increase.
- 3. Effective January 1, 2019, a 2.25% increase.
- 4. Effective January 1, 2020, a 2.00% increase.
- 5. Effective January 1, 2021, a 2.50% increase.

(b) The increases will be retroactive to the dates specified and be applicable to all salary-related items. Retroactivity for these increases will be applicable to all persons on the payroll at any time on or after July 1, 2017.

(c) During the term of this Agreement, should there be enacted into law legislation pursuant to which Employees covered by this Agreement are required to increase their contributions to the Firemen's Annuity and Benefit Fund of Chicago or any successor pension fund in an amount above the amount of the current annual contribution of 9-1/8% of Salary and Duty Availability Pay, the Union may reopen this Agreement solely on the issues of Salary and Duty Availability Pay for the purpose of renegotiating the Salary and Duty Availability Pay increases which shall be paid to such Employees. The Union shall have thirty (30) days from the date it receives notice that the contributions will increase to notify the Employer, in writing, of its intent to reopen this Agreement. In the event this Agreement is reopened, the Salary and Duty Availability Pay set forth in this Agreement will not be changed without the written consent of the Union. The parties shall have ninety (90) days to renegotiate the

Salary and Duty Availability Pay increases. In the event the parties are unable to resolve these issues during the negotiation period, or within any mutually agreed to extension, the dispute shall be submitted to interest arbitration pursuant to Section 20.2.

C. Wage and Insurance Protection

During the period of this Agreement should the bargaining unit of sworn police officers below the rank of sergeant recognized by the City of Chicago, or the police sergeants unit recognized by the City of Chicago, or the police lieutenants unit recognized by the City of Chicago, or the police captains unit recognized by the City of Chicago, or any other bargaining unit recognized by the City of Chicago receive a lump sum payment or a percentage salary or wage increase in excess of that set forth herein or receive improvements in step and for longevity pay schedules (other than when a particular job function has been reclassified), the City shall grant Local 2 bargaining unit members in comparable ranks increases equivalent to those, and/or any of those, granted to any other such bargaining unit or police unit over the same time period, and increases to other Local 2 unit members sufficient so that the lump sum or percentage of salary or wage differences between classifications and ranks in Local 2's unit be maintained at no less than existed before the increases.

It is further agreed that any improvements in insurance coverage and/or benefits greater than those provided in this Agreement that are granted to the bargaining unit of sworn police officers below the rank of sergeant recognized by the City of Chicago or any other bargaining unit recognized by the City of Chicago, or the police sergeants unit recognized by the City of Chicago, the police lieutenants unit recognized by the City of Chicago and/or the police captains unit recognized by the City of Chicago, whether in Health and Welfare Medical Care, Dental, Optical, Life or AD&D, shall also be made effective for the bargaining unit represented by Local 2.

This provision is for the purpose, among others, of maintaining, on behalf of Local 2 represented employees, no less than historical parity between the two (2) groups of sworn employees.

D. Paychecks shall normally be due and payable to employees at 0800 at their work place on the established pay dates of the first (1st) and sixteenth (16th) of each month. If the paychecks are available to the District Chiefs for earlier distribution, they shall not be unreasonably withheld Effective the first calendar year" following the ratification of this Agreement, all paychecks (including twice monthly paychecks, overtime.

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Holiday. Duty Availability, and Clothing Allowance shall be subject to mandatory Green3.ljps,.Jn addition, beginning in January of the first calendar year following J;he^ shall.bjeJhe seven thiTJT;). and..tw.enty=secqnd..(22"a)..oi .e.ach..iiiontL..Cj.iei;k .slu.bss.hail <<http://slu.bss.hail>> ref.Lec.tJthfi.£.ate.go.aes\_pF. p.ay.. j.s...j^£i^m£t.J3alJilayL££iL-

Premium pay for any overtime or holiday work shall be received by the employee on the pay date for the pay period following the period in which such work was performed, but in no event later than the second (2nd) pay period following the period in which such work was performed, except for EMS platoon employees no later than the third (3rd) pay period following the period in which such, work was performed.

E. Effective January 1, 2006, the maximum rate of pay on the salary schedule for employees covered by this Agreement will be available to employees with twenty-five (25) years of service. The salary schedule for the red-circled employees with more than thirty (30) years of service prior to January 1, 2006 is also set forth in Appendix B;

## Section 5.2 - Straight-Time Hourly Rate

The regular straight-time and basic hourly rate of pay shall be determined and computed by dividing the employee's annual salary by 2080 for the eight (8) hour shift employees and by 2120 for the twenty-four (24) hour shift employees.

## Section 5.3 - Overtime Rate

Employees shall receive overtime pay at the rate of time and one-half for all work performed beyond their regularly scheduled hours consisting of fifteen (15) minutes or more. Such employees shall receive pay at the overtime rate for one-half (1/2) hour. Work consisting of more than one-half (1/2) hour shall be paid in one-half (1/2) hour increments. The City's managerial rights to make and enforce rules regarding employee lateness or other gratuitous and/or informal periods of time off during regular working hours are reserved.

## Section 5.4 - Recall.

A. Employees recalled to duty shall receive a minimum of four (4) hours pay at the overtime rate.

B. Employees who are recalled to duty after 0700 on the day to be worked shall receive a minimum of five (5) hours pay at the overtime rate.

## Section 5.5 - Longevity Pay

The Employer agrees to pay longevity pay in accordance with the salary schedules attached hereto and made a part of this Agreement and identified as Appendix B. Effective July 1, 1995, Longevity pay shall be increased to a 4% differential for F1 at Steps 10 and 11.

Effective January 1, 2004, F6 at Step 10 shall be increased by .5% and F6 at Step IT shall be increased by 1.1%.

## Section 5.6 - Holdover

Employees may be held over for a maximum of four (4) hours to work beyond their regular shift to cover unexpected and unscheduled manpower shortages. A platoon employee being held over may secure a substitute to work for him from other employees within the District on his shift and of the same rank. He/She may use the marshal line for this purpose, subject to approval of the Company Officer. Where the shortage is in the rank of Firefighter the Firefighter with the least seniority shall be held over unless a more senior Firefighter volunteers. Employees held over fifteen (15) minutes or more shall be paid in accordance with Section 5.3 of this Agreement. Administration of this provision shall be consistent with the application of Sections 9.2 and 16.3 of this Agreement.

## Section 5.7 - Duty Availability Pay

A. All employees shall earn duty availability pay each quarter. For each month, or any portion thereof, the employee shall be paid one-third (1/3) of the payment for that quarter. The first payment shall be made January, 2001 and each April, July, October and January thereafter, by the end of the applicable month.

The quarterly payment amounts for all employees shall be increased to the following amounts on the dates specified:

Effective Payment Date

Jantiap/,-2012-Jantiary.-2-014 January;-2016

January. 2017

January, 2017

incentive - RecUissification/Regraded Salary

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A. 1. All non-probationary employees shall be paid a one-time payment by the City of \$750.00 upon receiving their EMT-B license and obtaining approval to function in the Chicago EMS System. All employees who obtain their EMT-P license shall be paid a one-time payment of \$1,500.00 upon receiving said license, and obtaining approval to function in the Chicago EMS System. To qualify for such payments, employees shall sign a five (5) year commitment to participate as a cross-trained dual status EMT-B or EMT-P and comply with the provisions of Sections 16.4C7(b), (c) and (d). Employees who choose to voluntarily participate, but not sign the five (5) year commitment shall not receive the one-time payment.

2. This one-time payment provision does not apply to those employees currently participating in the mandatory seven (7) year dual status commitment pursuant to Section 16.4C3 or to future employees who crossover pursuant to Section 16.4C3.

B. All employees who are or become cross-trained dual status FS&R and EMT-B or EMT-P licensed employees shall be classified and graded as such. These employees shall be paid annual salaries, for the classified/graded cross-trained dual status FSSR and EMT-B or EMT-P positions reflecting 5% and 7.5% respectively, effective July 1, 2012 higher than their current rate of pay, and effective January 1, 2015, 6% and 8.5%, respectively, except employees hired on or after January 1, 2011, who obtain their EMT-B license and approval to function in the Chicago EMS System shall receive the 5% (effective January 1, 2015, 6%) incentive commencing at Step 4 (after 30 months). Those employees hired on or after January 1, 2015 who obtain their EMS-B license and approval to function in the Chicago EMS System shall receive the 6% incentive commencing at Step 5 (after 42 months). Those employees hired on or after January 1, 2021 who obtain their EMT-B license and approval to function in the Chicago EMS System shall receive the 6% incentive commencing at Step 6 (after 54 months). This shall be

pursuant to Contract Appendix B.

## ARTICLE VI. ENTIRE AGREEMENT

### Section A - Entire Agreement

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining (except as provided for in the

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grievance procedure) for its term. Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### Section B - Prevailing Rights

The following rights, privileges and benefits enjoyed by employees prior to February 13, 1980 will be maintained for the duration of this Agreement and shall not be diminished, modified or eliminated during the term of this Agreement unless changed by mutual written consent,

#### 1. Employee Assistance Program

The Department has historically maintained an Employee Assistance Program to assist employees who may suffer from alcoholism, drug dependency, or other illnesses which should be treated. It is understood that alcoholism or drug dependency in and of themselves shall not be the basis for discipline; however, if coupled with deteriorating and impaired job performance, they may be the basis for discipline. The Department shall continue to maintain such an Employee Assistance Program though changes may be necessary to incorporate new knowledge in the field, as has been done in the past.

The above is not intended to detract from the provisions of General Order No. 87-008 dated February

1, 1987. but to supplement the same with a commitment towards intervention and rehabilitation through cooperative efforts of counselors in the Employee Assistance Program of the Union and the Department.

It is provided, however, that probationary employees shall not be eligible to participate in the Department's Employee Assistance Program, and any

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probationary employee who tests positive in violation of General Order 87-008 shall not be entitled to a supplemental (last chance) agreement and shall be terminated.

## 2. Athletic Facilities

Off duty employees shall be permitted use of Department athletic facilities-subject to reasonable departmental policies regarding time of use and conduct. It is understood that an injury caused by such use by off duty employees shall be considered a non-duty injury,

## 3. Newly Promoted

The City will assign, as needed, newly promoted Lieutenants to the Fire Prevention Bureau at the discretion of the Fire Commissioner.

## 4. Lockers

The Department shall continue to provide locker space to all employees on platoon duty in the Bureau of Operations for the purpose of securing personal belongings and as a closet for dress uniforms, extra work clothes and civilian dress. Subject to the availability of lockers, platoon relief and detailed personnel and employees other than those assigned to the Bureau of Operations may be allowed use of lockers with the approval of the District Chief/Director.

## 5. Furnishing of Fire House

For each Fire House the City will furnish one (1) stove, one (1) refrigerator, kitchen table(s), chairs, desk(s), as well, as sufficient beds, mattresses, pillows and blankets for each on duty employee. These items will be identified with inventory control numbers and/or accounted for on an inventory sheet. Only these identified items will be replaced when necessary at the City's discretion.

## 6. Training Instructor Incentive Pay

An employee below the rank of Lieutenant/Ambulance Commander who is assigned/detailed to the Fire Academy as an Instructor, shall be paid at a minimum the pay of a Lieutenant/Ambulance Commander (F4), and at the employee's current pay step. An employee at or above the rank of Lieutenant/Ambulance Commander shall be paid at the next higher rank/classification, and at the employee's current pay step. However, a Battalion Chief so assigned who is at Step 10 or II shall be paid at the

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highest step of grade F7; a Battalion Chief at Step 7, 8 or 9 shall be paid at the next to highest step of grade F7; and Battalion Chiefs at Steps 1 through 6 shall be paid at the third (3rd) from highest step of grade F7. The employee shall return to his/her current career service pay grade and step as soon as the employee's assignment as Training Instructor has ended.

#### 7. Pro-rata Vacations - New Employees

Anything to the contrary notwithstanding, a newly hired employee shall be eligible for and receive a pro-rata vacation in the year following the year in which the employee is hired, For each month of service, or any portion thereof, the employee shall accrue furlough time pursuant to Section 7.1. However, a new employee not successfully completing academy training shall not be eligible for this pro-rata vacation benefit.

#### 8. No Docking of Pay of Employees Taking Promotion Examinations

No employee who otherwise would be on duty shall be docked for time spent taking a promotional examination. During the period involved, the provisions of Section 16.3 and Section 16.4 with respect to minimum manning as well as acting out of classification shall be waived

### ARTICLE VII. PAID LEAVES OF ABSENCE

#### Section 7.1 - Vacations

##### A, Eligibility and Allowance

1. Every employee shall be eligible for paid vacation after completion of one (1) year of service. However, employees shall start to earn their vacation allowance as of their date of hire. Platoon and forty (40) hour employees shall accrue pro-rata vacation for each month of service or any portion thereof, in each year in accordance with Section 7.1A2 (a), (b) and (c)

2 Eligible employees shall be granted an annual paid vacation as follows'

(a) Forty (40) hour employees five (5) weeks. After completion of ten (10) years of service or more prior to July 1st - six (6) weeks for that calendar year. The last week of vacation, at the employee's option, may be taken in a full week or in daily increments  
After completion of twenty-five

(25) years of service or more prior to July-1 of that calendar year, effective upon contract ratification twenty-four (24) years of service or more, forty (40) hour employees shall receive three (3) additional days of paid vacation per calendar year.

Forty (40) hour employees shall receive an additional day of paid vacation for any holiday which falls during a vacation.

b) Platoon employees (except for Emergency Medical Services) twelve (12) duty days: After completion of

twenty-five (25) years of service or more prior to-duty-T-of-t-hat calendar-year effective upon contract ratificationUwenty-f\_Q\_ur\_(24)\_years of service or more. Platoon employees shall have the option of selecting either:one (1) additional duty day off or payment of their regular straight-time and- basic hourly rate for that additional duty day [i;e: thirteen (13) duty days upon completion of twenty-five (25) years of service or more prior to-July 1 of-that-ealendar-yeaF effective upon contract ratification twenty-four (24) years of service pr more.] Eligible employees shall make their selection on an annual basis at the same time that vacation selections are made. Eligible employees who do not affirmatively select to receive'an additional duty day off shall receive payment for one duty day at their regular straight-time and basic hourly rate in lieu of their additional duty day off. Payment shall be made by the last day of.the first calendar quarter following the selection period.

c) Platoon employees - Emergency Medical Services

Years of Service    Number of Vacation Duty Days

After 1 Year	3 days effective upon contract, raUfica.tj.pn <http://Ufica.tj.pn>, 6 days
After 5 Years	6 days
After 15 Years	9 days
After 25 Years	10 days
Effective .upon contract ratification after 24 years	10 days

After compleing of one (1), five (5). fifteen (15) or twenty-live (25) years of service or more pnor lo-Jui.y-T and.upon c q i t t r a c t r a t i f i c a t i o n twenty-four (24) years of service or 21

more, the employee shall receive the vacation set forth above for that calendar year.

3. In order to insure that all Platoon employees (except.EMS platoon employees) receive their twelve (12) duty days off, all such employees shall receive three (3) furlough periods; and each furlough period shall include four (4) duty days; additionally, those employees who are entitled to.thirteen (13) duty days (as provided in Subsection 2(b) above) and vvho have elected to receive an additional duty day off, rather than payment in lieu of that duty day off, shall receive an additional furlough period which shall include one (1) duty day.

4. For EMS platoon employees each vacation period shallconsist of one (1) duty day, and on the basis of seniority and rank such employees shall select and be assigned all vacation duty clays to which the employee is entitled. Effective upon contract ra t i f j c a t i o n t J E M S . P ^ or required to report to the Medical Division during the period between ih.e.yae.atl.0^ between the vacatj.ojidaj/.ap.dJhe, following.duty^ay, After-completion of twenty-five (25) years of service or more prior to Juty-l-eMhat-ealendaF-yeaf-T and effective upon contract ratification twenty-four (2.4) years of service as provided in subsection (2)(c) above, EMS Platoon employees shall have the option of selecting either: one (1) additional duty day off or payment of their regular straight-time and basic hourly rate for that one-day. Eligible employees shall make their selection on an annual basis at the same time that vacation selections are made. Eligible employees who do not affirmatively select to receive all of their ten (10) duty

clays off shall receive payment for one (1) duty day at their regular straight-time and basic hourly rate in Lieu of one (1) of their duty days off. Payment shall be made by the last day of the first quarter following the selection period.

5. Consistent with current Department pay practices for platoon employees (except for Bureau of Emergency Medical Services) one (1) duty day is the equivalent of three (3) calendar days and for forty (40) hour employees one (1) duty day is the equivalent of one (1) calendar day. When a day is set forth in the Agreement, the day means a duty day consistent with the above

#### Selection of Vacation Periods

Selection of vacation periods, shall be in accordance with the Fire Department schedule(s) establishing the annual furlough periods for uniformed personnel. It is provided, however, that employees shall select and be assigned all furlough picks on one selection sheet. In accordance with the schedule(s), employees shall select their furloughs within their respective Bureau, Division, District, Platoon, Daley Day and Classification, by seniority except Captains and Lieutenants shall pick together by seniority and P.I.C.'s and Ambulance Commanders shall pick-together by seniority, provided, however, that employees, assigned to O'Hare Airport and employees assigned to Midway Airport (except for E.M.S. and Battalion Chief employees so assigned), together will select their furloughs within these assignments, by Platoon and Daley-Day, using seniority as the criterion. No later than November 15th, of each year, the Department shall post furlough assignments, and at least 24 hours before the posting of furlough assignments, provide to the Union a master copy of assigned furloughs for all employees for the coming year.-

#### C. Vacation Benefits Upon Termination

An employee who is separated from the service by reason of resignation, death, retirement or discharge (except for discharge by reason of a felony conviction relating to or arising out of or in connection with his service as a Firefighter) shall be compensated at the employee's straight-time and basic hourly rate of pay at the time of separation, for all unused vacation duty days accumulated, including those vacation duty days accumulated in the year of separation, on a pro-rata basis. Vacation time shall not accumulate from year to year except as provided herein.

a) An employee who is separated from service by reason of retirement following sick or injury leave which was a result of a duty connected injury, illness or disability, or determined to be an occupational disability or duty disability following retirement, shall be compensated at the employee's straight-time and basic hourly rate of pay at the time of separation for all unused vacation duty days accumulated, including vacation days accumulated during such sick or injury leave.

b) An employee who is separated from service by reason of retirement at age sixty (60) or above following sick or injury leave which was a result of a non-duty-connected injury, illness or disability shall be compensated at the employee's straight-time and basic hourly rate of pay at the time of separation for all unused vacation duty days accumulated, including vacation days accumulated during such sick or injury leave.

(c) An employee who is separated from service by reason of retirement at age fifty-nine (59) or below following sick or injury leave which was a result of a non-duty connected injury, illness or disability, or determined to be other than a duty disability or occupational disability following retirement, shall be compensated at the employee's straight-time and basic hourly rate of pay at the time of separation for all unused vacation duty days accumulated, prior to such sick or injury leave, except, at the employee's option, the employee may schedule or re-schedule and use, during or after such non-duty leave, the vacation duty days accumulated prior to such non-duty leave

3. An employee who is separated from the service by reason of resignation, death, retirement or discharge (except for discharge by reason of a felony conviction relating to or arising out of or in connection with his service as a Firefighter) after twenty (20) years of service or more shall be compensated an additional amount equivalent to six and one-half (6.5) vacation duty days (effective January 1, 2011, seven (7) vacation duty days), if a platoon employee, at the employee's straight-time and basic hourly rate of pay, and if a forty (40) hour employee, an additional amount equivalent to nineteen and one-half (19.5) eight (8) hour vacation duty days (effective January 1, 2011, twenty-one (21) eight (8) hour vacation duty days) at the employee's straight-time and basic hourly rate of pay.

#### D. Vacations Upon Return to Duty from Sick or Injury Leave

1. An employee who returns to duty after a sick or injury leave, provided such leave was a result of a duty connected injury, illness or disability, shall receive paid vacation for all unused vacation duty days accumulated before and during such leave; and

2. An employee who returns to duty after a sick or injury leave, when such leave was a result of a non-duty connected injury, illness or disability, (a) shall not receive paid vacation for unused vacation days accumulated before such Leave and which are scheduled and fall during such leave, but (b) shall receive paid vacation for unused vacation duty days, which are scheduled after the leave and shall receive paid vacation for vacation earned during such leave.

#### Section 7.2 - Paid Holidays

##### A Recognized Holidays

The following holidays are those which shall be recognized and observed:

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New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Casimir Pulaski Day  
Memorial Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas pay

Flag Day (June

14th)\*  
Independence' Day

Holidays will be observed on the day designated by the City for observance.

\*Flag Day (June 14th) for Platoon employees, and the second Friday in June for all forty (40) hour employees.

## B. Forty (40) Hour Employees

An employee scheduled to work an eight (8) hour day, forty (40) hour week schedule, will normally be released from work without loss of salary for recognized holidays, provided the employee has worked the last full scheduled work days immediately preceding and immediately following the holiday.

A forty (40) hour employee who works on a recognized holiday shall be paid time and one-half for all hours worked in addition to his regular pay (i.e., one and one-half times the employee's hourly rate of pay plus his/her regular pay).

## C. Platoon Employees - Fire Suppression and Rescue

### 1. Working As Regularly Scheduled on Holiday

Platoon employees who work as regularly scheduled on any of the thirteen (13) recognized holidays shall be paid double time for all hours worked (i.e., at the straight time hourly rate of pay for all hours worked plus regular pay). For platoon employees, only such employees who work the shift beginning at 8:00 a.m. on the day the holiday is observed shall be considered as working on the holiday, and effective upon contract.

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between the hours, of midnight and 11:00am. inclusive, shall also be considered as working on the holiday for the eight (8) hour period,

### 2. Holiday on Furlough

If a holiday falls on one of the furlough days of any platoon employee, he shall be paid for that day as if he/she had worked on the holiday (i.e., one (1) duty day, twenty-four (24) hours of pay, at the straight-time hourly rate of pay in addition to his regular furlough pay).

### 3. Holiday on Daley Day.

If a holiday falls on a Daley Day of a platoon employee who does not work on that day, the employee shall be paid for that day as if he/she had worked on the holiday (i.e., one (1) duty day, twenty-four (24) hours of pay, at the straight-time hourly rate of pay in addition to his regular pay).

#### 4. Medical Roll (Medical Status) Holiday

Platoon employees on the medical roll (medical status) shall be paid twenty-four (24) hours of holiday pay when a holiday falls on their Daley Day, and those platoon employees on the medical roll (medical status) because of duty-related injury, illness or disability shall receive twenty-four (24) hours of holiday pay when a holiday falls on their regularly scheduled work day.

#### 5. Rehire on a Holiday/Daley Day

Platoon employees rehired on a Daley Day which is a holiday shall receive twenty-four (24) hours of holiday pay plus time and one-half for all hours worked. Thus, an employee who works the entire twenty-four (24) hour shift shall receive total compensation of sixty (60) hours pay (twenty-four (24) hours holiday pay plus thirty-six (36) hours pay). If relieved of rehire before the end of the shift, the employee shall receive twenty-four (24) hours of holiday pay plus time and one-half for hours worked (with minimum recall guarantee).

#### 6. Rehire on Off-Shift/Holiday

Platoon employees rehired on an off-shift (not a Daley Day) which is a holiday shall receive forty-eight (48) hours of pay as

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compensation, assuming the employee works the entire twenty-four (24) hour shift. If the employee is relieved of rehire before conclusion of the shift, the employee shall receive twice the hourly rate of pay for each hour worked (with minimum recall guarantee).

#### 7. Duty Lay-up on Holiday

Platoon employees working on a holiday who are relieved because of an injury on duty or duty-related illness shall receive holiday pay as set forth below:

- a) If it is a regularly scheduled work day, the employee shall receive twenty-four (24) hours pay in addition to regular pay;
- b) if it is the employee's Daley Day, the employee shall receive twenty-four (24) hours holiday pay plus one and one-half (1-1/2) times the hourly rate of pay for each hour the employee was scheduled to work;
- c) if it is an off-shift day (not a Daley Day), the employee shall receive twice the hourly rate of pay for each hour the employee was scheduled to work.

#### 8. Non-Duty Lay-up/Holiday

A platoon employee working on a holiday who is relieved because of a non-duty illness shall receive holiday pay for hours worked (with minimum recall guarantee), except if working a Daley Day the employee shall receive twenty-four (24) hours holiday pay plus time and one-half for hours worked (with minimum recall

guarantee).

#### 9. Drug-Alcohol Test/Holiday

A platoon employee working on a holiday who is relieved of duty following a drug or alcohol test (i.e., given pursuant to drug order) shall receive full pay as provided in subparagraph 7 above if the test results are negative. But if the test results are positive, then the employee will only receive holiday pay for hours worked (with minimum recall guarantee).

#### 10. Military Leave/Holiday

Platoon employees on a paid military leave of absence shall receive twenty-four (24) hours of holiday pay if the holiday falls on their scheduled work day and is within either the fourteen (14) or fifteen (15) day calendar period set forth in Section 7.4, and platoon employees shall receive twenty-four (24) hours of holiday pay if a holiday falls on their Daley Day during such military leave.

### D. Platoon Employees - Emergency Medical Services

#### 1. Working as Regularly Scheduled on Holiday

Platoon employees who work as regularly scheduled on any of the thirteen (13) recognized holidays shall be paid double time for all hours worked (i.e., at the straight-time hourly rate of pay for all hours worked plus regular pay). For platoon employees, those employees who work the shift beginning at 8:00 a.m. on the day the holiday is observed shall be considered as working on the holiday, and those employees who work on the preceding shift between the hours of midnight and 8:00 a.m. inclusive shall also be considered as working on the holiday for that eight (8) hour period (i.e., one (1) duty day, twenty-four (24) hours of pay at the straight-time hourly rate of pay in addition to regular pay for those employees, whose shift begins at 8:00 a.m. on the day the holiday is observed, and for those employees who would have worked from midnight to 8:00 a.m. on the shift preceding the holiday, eight (8) hours of pay, at the straight-time hourly rate of pay in addition to regular pay),

#### 2. Holiday on Furlough

If a holiday falls on one of the furlough days of any platoon employee, he/she shall be paid for that day as if he/she worked on the holiday (i.e., one (1) duty day, twenty-four (24) hours of pay, at the straight-time hourly rate of pay in addition to his regular furlough pay for those employees whose shift begins at 8:00 a.m. on the day the holiday is observed, and for those employees who would have worked from midnight to 8:00 a.m. on the shift preceding the holiday, eight (8) hours of pay, at the straight-time hourly rate of pay in addition to regular furlough pay).

#### 3 Medical Roll (Medical Status) Holiday

Platoon employees on the medical roll (medical status) because of a duty - related injury, illness or disability shall receive twenty-four

(24) hours of holiday pay when a holiday falls on their regularly scheduled work day, and platoon employees on the medical roll (medical status) because of a duty-related injury, illness or disability shall receive eight (8) hours of holiday pay when their regularly scheduled work day immediately precedes the holiday;

#### 4 Rehire on a Holiday/Off Shift Day

Employees rehired pursuant to Section 9.2 on a day which is a holiday shall receive twenty-four (24) hours of holiday pay plus time and one-half for all hours worked. Thus, an employee who works the entire shift shall receive total compensation of sixty (60) hours pay (twenty-four (24) hours holiday pay plus thirty-six (36) hours pay). If relieved of rehire before the end of the shift, the employee shall receive twenty-four (24) hours of holiday pay plus time and one-half for all hours worked (with minimum recall guarantee). Employees on rehire pursuant to Section 9.2 and working from midnight to 8:00 a.m. on the shift preceding the holiday shall receive eight (8) hours of holiday pay plus time and one-half for all hours worked (with minimum recall guaranteed).

#### 5. Duty Lay-up on Holiday

Platoon employees working on the shift beginning at 8:00 a.m. on the day the holiday is observed, and those employees working on the shift immediately preceding the holiday, who are relieved because of an injury on duty or duty-related illness shall receive holiday pay as set forth below:

- a) if it is a regularly scheduled work day, the employee whose shift begins at 8:00 a.m. the day the holiday is observed shall receive twenty-four (24) hours of pay in addition to regular pay, and the employee whose shift immediately precedes the holiday shall receive eight (8) hours of pay in addition to regular pay:
- b) if the employee is rehired pursuant to Section 9.2 on the shift which begins at 3:00 a.m. on the day the holiday is observed, the employee shall receive twenty-four (24) hours of holiday pay plus one and one-half times the hourly rate of pay for each hour the employee was scheduled to work, and the employee rehired pursuant to Section 9.2 whose shift immediately precedes the holiday shall receive eight (8) hours of holiday plus one and one-half times the

hourly rate of pay for each hour the employee was scheduled to work.

#### 6. Non-Duty Lay-up/Holiday

A Platoon employee working on the shift beginning at 8:00 a.m. on the day the holiday is observed who is relieved because of a non-duty illness shall receive holiday pay for hours worked (with minimum recall guarantee), and a Platoon employee working on the shift immediately preceding the holiday and who is relieved because of a non-duty illness shall receive holiday pay for hours worked between midnight and 8:00 a.m. (with minimum recall guarantee).

#### 7. Drug-Alcohol Test/Holiday

A Platoon employee working on the shift beginning at 8:00 a.m. on the day the holiday is observed and who is relieved of duty following a drug or alcohol test (i.e., given pursuant to drug order), and a Platoon employee working on the shift beginning immediately preceding the holiday who is relieved of duty following a drug or alcohol test (i.e., given pursuant to drug order) shall receive full pay as provided in subparagraph 6; above if the test results are negative. But if the test results are positive, then the employee will only receive holiday pay for hours worked (with minimum recall guarantee). Holiday pay for employees working on the shift which begins at 8:00 a.m. on the day the holiday is observed is for all hours, on that shift.

Holiday pay for employees working on the shift immediately preceding the holiday is only for hours between midnight and 8:00 a.m.

#### 8. Military Leave/Holiday

A Platoon employee on a paid military leave of absence shall receive twenty-four (24) hours of holiday pay if his/her scheduled work day begins at 8:00 a.m. on the day the holiday is observed and eight (8) hours of holiday pay if his scheduled work day immediately precedes the holiday and such scheduled work day is within either the fourteen (14) or fifteen (15) calendar period set forth in Section 7.4

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#### Section 7.3 - Sick and Injury Leave

Any member of the Fire Department receiving any injury on duty or duty-related disability so as to prevent him from attending to his duties as such member of the Fire Department shall, for the duration of twelve (12) months, providing his/her disability shall last that time, or for such portion of twelve months as such disability or sickness shall continue to receive full pay and benefits; and such disability shall not be considered as rendering necessary his/her retirement from service in the Fire Department during such period. The fact of such disability, its nature or cause of his/her injury, and its duration shall be certified to by the Department physician or by the production of such other evidence as shall be satisfactory to the Fire Commissioner. Any employee absent from work on account of a non-duty injury or illness for any period of time not exceeding twelve (12) months in any twenty-four (24) consecutive month period, shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by the Department's physician or by the production of such other evidence as shall be satisfactory to the Fire Commissioner.

In the event a dispute arises as to the disability of the member, or the nature or cause of his injury, such dispute shall be referred to the grievance procedure under Article X.

Any member of the Fire Department who is receiving his usual City salary while on disability is prohibited from engaging in any employment other than with the Fire Department. Any member found to be in violation of this Section shall be subject to the loss of his salary from the Fire Department while an employee. No member of the Fire Department who is on the pension roll, or who is receiving any benefit from the pension fund by reason of any such disability or injury, shall be entitled to receive any part of his salary during such time as he shall remain on pension roll or receives any benefits therefrom.

The Employer further agrees to pay all hospital and medical costs of an employee incurring a duty connected injury, illness or disability.

#### Section 7.4 - Military Leaves

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any-calendar-year.

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Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities, to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15) calendar days in any calendar-year.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

Additionally, the City shall comply with the rights and benefits as set forth in federal and state laws, including but not limited to the Uniformed Services University of the Health Sciences Act (38 U.S.C. 6101 et seq.) and the Uniformed Services University of the Health Sciences Act.

#### Section 7.5 - Funeral and Bereavement Leave

A. In the event of a death in the immediate family of an employee, the employee shall be granted three (3) consecutive calendar days off without loss of pay. The immediate family is defined as the employee's spouse, parents, children (including step and half), brother (including step and half), sister (including step and half), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, current step parents and brother-in-law and sister-in-law, except that for brother-in-law and sister-in-law the benefit shall be for the day of the funeral only.

B. In the event of death of a domestic partner, the employee shall be granted three (3) consecutive days of leave with pay following the death provided that the employee has registered the name of the employee's domestic partner with the Department of Personnel.

Domestic partners are defined as two persons regardless of their gender, who have a close personal relationship, sharing the same regular and permanent residence for at least six (6) months, are each eighteen (18) years of age or older, not married to anyone, not related by blood closer than would bar marriage in the State of Illinois, and are each other's sole domestic partner, responsible for each other's common welfare and jointly sharing their financial responsibilities.

C. When an employee is entitled to bereavement leave pursuant to Section 7.5A or 7.5B above, and when death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the

employee shall be entitled to a maximum of five (5) consecutive calendar days, (but which for platoon employees shall include no more than one working-day). For purposes of this Section 7.5C, those states contiguous to the State of Illinois are: Missouri, Iowa, Wisconsin, Indiana, Kentucky and Michigan.

#### Section 7.6 - Administrative Days - Trades & Exchanges

##### A. Administrative Days;

Forty (40) hour employees shall receive, each year, four (4) administrative scheduled days off or pay in lieu thereof, at the employee's option. Administrative Days will be used (or paid for) each calendar year and will not be carried over.

Forty (40) hour employees shall receive, each year, four (4) administrative scheduled days off or pay in lieu thereof, at the employee's option. Administrative Days used by Fire Prevention Bureau employees shall be ten (10) hours each. Pay in lieu of Administrative Days off for all forty (40) hour employees shall be paid at eight (8) hours. Administrative Days will be used (or paid for) each calendar year and will not be carried over.

##### B. The following shall implement the preceding, paragraph:

1. Administrative Days off may be requested and shall be scheduled on a quarterly basis (January-March, April-June, July-September, October-December). Employees, however, may request, and upon Department approval, receive up to two (2) scheduled days off in the first quarter (January-March) three (3) scheduled days off in the second quarter (April-June) and four (4) scheduled days off in the third quarter (July-September).

2. Requests for Administrative Days off shall be given to the appropriate superior no later than ten (10) business days prior to the day desired. The Department within three (3) business days of the request shall approve the request provided such will not interfere with efficient operations as reasonably determined by the Deputy Commissioner or his designee. Seniority, although not determinative, shall be considered in granting Administrative Days

3. A platoon employee who permanently transfers to forty (40) hour duty shall be entitled to and may schedule one Administrative

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Day off in the quarter in which the employee transfers to forty (40) hour duty and one Administrative Day off thereafter in each quarter or any portion thereof in which the employee works in the forty (40) hour mode. Such employee is entitled to schedule Administrative Days off and/or to receive pay in lieu thereof as provided in this Section.

4. An employee detailed on a temporary basis to a forty (40) hour position is entitled to receive one

Administrative Day off or pay in lieu thereof for each continuous three months on detail. Short term details of less than three months would not entitle an employee to an Administrative Day off or pay in lieu thereof. Detailed employees will not be subject to quarterly scheduling or accrual as stated above.

5. An employee may request pay in lieu of an Administrative Day off in accordance with the schedule set forth in paragraph 1 (i.e., up to two (2) days pay in the first quarter, etc:). Such request shall be given to; the appropriate supervisor no later than ten (10) business days prior to the last day of the quarter in which the request is made. When such timely request is made, the employee will be paid by the end of the second pay period following the last day of the quarter in which the request is made. Said payment will be at the pay rate in effect at the time the payment is made.

6. If an employee does not request pay or receive an Administrative Day off in any given quarter and does not request pay or receive that accrued Administrative Day off in any subsequent quarter of that year, he/she will be paid for that day by February 15 of the following year or at separation from the Department. Said payment will be at the pay rate in effect at the time the payment is made. Payments as provided in this Section 7.6B shall be at the hourly rate of pay in effect at the time payment is made.

7. If an employee receives pay in lieu of an Administrative Day but does not subsequently accrue said Administrative Day as a result of resignation, death, retirement or discharge or transfer to platoon duty, the employee will be required to repay, through payroll deduction, the paid additional Administration Day.

8. Candidate employees shall be entitled to one (1) Administrative Day within the ninety (90) day training period. This day shall be granted at the discretion of the Director of Training.

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### C. Trades & Exchanges

The practice and policy with respect to the exchange, of Daley Days or Tours of Duty shall be continued for the term of this Agreement which is as follows:

#### EXCHANGE OF DALEY DAYS

1. A Daley Day Exchange policy has been established to allow FS&R employees of the same Bureau (City-wide), working the same shift, to exchange Daley Days.

2. Daley Day Exchanges will be a direct exchange between two (2) FS&R employees for either a twelve (12) hour period or a twenty-four (24) hour period, except there may be an exchange for less than twelve (12) hours for purposes of training or education. All exchanges will be within the same Bureau.

3. To maintain orderly scheduling of manpower, exchanges of Daley Days will be accomplished by FSSR employees of the same rank. However, Company Officers (Captains and Lieutenants) will be allowed to exchange Daley Days at the discretion of the Deputy District Chief.

4. All FS&R employees can exchange Daley Days with employees of the same rank within the Bureau (City-wide) irrespective of whether EMT qualified, provided that where necessary to

have sufficient designated positions of EMT qualified employees on designated ALS Fire Companies to maintain such companies in service, the cross-trained, dual status employees may be required to trade with other cross-trained, dual status employees of same rank and classification, with exceptions for emergencies at the reasonable discretion of the Bureau Commander or designee.

5. Approval of Daley Day exchanges will be denied when there is evidence of financial remuneration to either party involved and further, no Daley Day exchanges will be considered that are requested for the purpose of outside employment of any nature.

## TRADED TOURS OF DUTY

6. A traded tour policy has been established to allow employees to trade a tour of duty (City-wide) in the event that a Daley Day exchange cannot be affected.

7. A trade of either a twelve (12) hour period or a twenty-four (24) hour period will be allowed, except there may be a trade for less than twelve (12) hours for purposes of training or education. All trades will be within the same Bureau and Division (City-wide). In case of emergency, the Deputy District Chief or the Deputy Chief Paramedic will be authorized to waive the hours provision regarding a traded tour of duty. To maintain orderly scheduling of manpower, trades will be accomplished by employees of the same rank. However, Company Officers (Captains and Lieutenants; Paramedics-In-Charge and Ambulance Commanders) will be allowed to trade tours of duty at the discretion of the Deputy District Chief or Chief Paramedic; However, all FS&R employees can trade tours of duty with employees of the same rank within the Bureau (City-wide) irrespective of whether EMT qualified, provided that where necessary to have sufficient designated positions of EMT qualified employees on designated ALS Fire Companies to maintain such companies in service, the cross-trained, dual status employees may be required to trade with other cross-trained, dual status employees of same rank and classification, with exceptions for emergencies at the reasonable discretion of the Bureau Commander or designee.

8. Approval of Traded Tours of Duty will be denied when there is evidence of financial remuneration to either party involved and further, no traded tours will be considered that are requested for the purpose of outside employment of any nature.

## ENTITLEMENT

9 No FSSR employee may exceed a maximum of nine (9) (effective January 1, 2011, twelve (12)) exchanges and/or trades, or combination thereof within each one-half (1/2) calendar year (i.e., January 1st through June 30th and July 1st through December 31st). No EMS employee may exceed a maximum of twelve (12) trades within each one-half (1/2) calendar year (i.e., January 1st through June 30th and July 1st through December 31st). For all exchanges and/or

trades payback time is not included within the established time frame and shall be in addition.

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10. A maximum of Four (4) consecutive trades; exchanges, or payback days to a maximum twenty (20) calendar days without a scheduled work day in between will be allowed to an employee. (A Daley Day is not a scheduled work day.)

Furloughs may be extended before and/or after to a maximum of thirty-five (35) calendar days including the furlough by trades, exchanges, or payback days with the permission of the District Chief or the Deputy Chief Paramedic which permission shall not be denied without good reason.

## QUALIFICATIONS

11. Requests for exchanges, trades, and payback days must be submitted a minimum of two working days in advance of the date requested. In case of emergency, the Deputy District Chief or the Deputy Chief Paramedic will be authorized to waive this provision. Requests may be disapproved only for the reasons set forth herein.

12. All exchanges and trades must be reconciled by the parties involved in the exchange or trade prior to promotions, reassignments, retirements, etc. ALL payback days must be completed within four months of the FIRST exchange or trade. Paybacks may be either before or after the exchange or trade. Paybacks within a Bureau may be City-wide within three (3) months after the effective date of a transfer. The Department will assume no responsibility for time lost in exchange of Daley Day or trades of duty tours.

## PROCEDURES

13. The requesting employee will prepare a CFD Form 11.107 (Rev. 6/85) and submit it to the Deputy District Chief or the Deputy Chief Paramedic through the chain of command.

When requesting a payback day the requesting member will prepare a CFD Form 11.108 (Request for Pay Back) (Rev. 6/85) and submit it to the Deputy District Chief or the Deputy Chief Paramedic through the chain of command.

14. Upon approval/disapproval by the Deputy District Chief or the Deputy Chief Paramedic, a copy will be returned to the Battalion Chief, Company Officer and requesting employee

15. On the day of the Exchange of Daley Day, traded tour of duty, or payback, the proper entries will be made in the Company Journal and Attendance and Assignment Record

16. Approved exchange of Daley Days, traded tours of duty or • payback time, that are prevented from being

consummated because of some unforeseen event, will be addressed in the following manner:

- a. The Employer, in an effort to cover any and all unforeseen events that may result in shortages of manpower relative to exchanges, trades or payback time, will provide an employee either by detail or hire-back in order to maintain orderly scheduling
- b. After the Employer determines which employee owes the duty lime, the Employer shall request payment of this time within four (A) months of the exchange, trade or payback. Time owed and not paid back to the Employer within the four (A) month period may at the Employer's discretion, result in the docking of time owed. Local No. 2 will be advised of any contemplated docking.
- c. It is expressly understood, however, that the Employer can request payment of the time owed in order to accomplish orderly scheduling of manpower and the emergency needs of Ilie Fir e Department. In addition, payment ofthis time will be accomplished irrespective of the District's Seniority Overtime Assignment List.

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## RESPONSIBILITY

17. It will be the responsibility of:
  - a. the employee, when granted a Daley Day exchange, traded tour of duty or payback day, to ensure that the member scheduled to work is notified of the particular request being approved/disapproved.
  - b. the immediate supervisor of empLoyees who have requested a Daley Day exchange, traded tour of duty, or payback day. to document in their Company Journal the approval/disapproval of said request when received from District/Division headquarters.
  - c. the immediate supervisor on the day of the exchange of Daley Day. traded tour of duty, or payback day, to make the proper entries of same in the Company Journal as well as the Attendance and Assignment record.

d. District Chiefs/Deputy Chief Paramedics and division directors to keep an accurate accounting of each employee's number of Daley Day exchanges and traded tour of duty or combination thereof under their command.

#### Section 7.7 - Educational Leaves

A. Employees may be granted paid Leaves of absence for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skill and professional ability. Approval of such requests for leave shall not be unreasonably withheld.

B Employees who are required while off duty to attend State of Illinois EMS-related Licensure training programs and examinations, shall be compensated in a one-time annual payment prior to August 1st at time-and one-half their straight-time hourly rate of pay for the number of off-duty hours of those total hours required that year for licensure by the State of Illinois.

C. To satisfy the requirement that EMT-B licensed employees train on ambulance companies under the direction of EMT-P personnel for twenty- four (24) hours in each calendar year for purpose of Licensing, EMT-B employees may be detailed while on duty to an ALS ambulance for a twenty-four (24) hour period in each calendar year.

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#### Section 7.8 - Educational Reimbursement

The Department agrees to provide tuition reimbursement For employees for extra-departmental education subject to the following conditions:

A. To be eligible for reimbursement:

1. Each course taken must be job-related or necessary for a degree.
2. Proof of acceptance for a degree program must be presented upon request.
3. Each course taken must grant college level credit.
4. Each course must be taken through an accredited college or university, including but not limited to on-line courses of study taken on-line, or EMT training facility within the State of Illinois.

B Employees must file applications for reimbursement on the appropriate forms no later than thirty (30) days after the beginning of the course of study.

C. Reimbursement will be granted on the following basis:

1. Grade "A" 100%
2. Grade "ET and other grades classified by the school as passing 75%

D. Reimbursement may be denied if an employee's work performance is deemed inadequate or if the

employee has a record of sustained infractions of Department orders, directives or procedures.

E. The amount an employee receives in financial aid, including, but not limited to, grants and scholarships for courses will be deducted from the cost of those courses before determining the amount of tuition to be reimbursed by the City.

F. Reimbursement will be made for a maximum of two (2) courses per school term.

G. Reimbursement will be granted when an employee is required by the Fire Commissioner to attend an educational or training program.

H. In the event an employee commences an undergraduate or graduate degree (including a law degree) program after the execution of this

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Agreement, and obtains an undergraduate or graduate degree with the assistance of the tuition reimbursement program, and the employee, within one (1) year of obtaining such degree, voluntarily resigns from the Department, all tuition costs (100%) reimbursed to the employee by the Employer for obtaining such degree shall be repaid to the Employer, if the employee voluntarily resigns after one (1) year but less than two (2) years after obtaining the graduate degree, the employee shall repay one-half (50%) of the tuition reimbursement to the Employer. If the employee does not complete the degree program and voluntarily resigns from the Department, the employee shall repay 100% of all tuition reimbursement received for any course completed within two (2) years of such resignation. Employees receiving tuition reimbursement for such degrees shall, as a condition of receiving such reimbursement, execute an appropriate form consistent with this paragraph.

The provision shall not apply to reimbursement under Subsection G of this Article, nor shall this, provision apply to employees who resign from the Department for the purpose of accepting employment within another City of Chicago Department.

I. The City shall obtain a tuition waiver and college credit program in partnership with the City College program, which shall include training for EMT-B licensing and for EMT-P licensing, or provide full tuition reimbursement without being subject to the conditions of subparagraphs A through H.

#### Section 7.9 - Jury Duty - Subpoena

A. An employee who serves on a jury or is subject to a proper subpoena on a duty day (except if the employee is a party to non-work related litigation or as provided in Article 10.5) shall be granted a leave of absence with pay subject to the requirements and restrictions set forth below.

The Employer may require documentation of attendance and the employee must deposit his/her jury duty pay or witness fees with the City Comptroller for those days that the employee was scheduled to work for the Employer and receives pay for such work. It is further provided that the employee must return to work no later than two hours after dismissal by the Court or dismissal by the party issuing the subpoena.

As soon as an employee learns that he/she will be serving on a jury or required to appear pursuant to a subpoena, the employee shall advise the

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designated supervisor in writing on a form to be supplied by the Employer.

The Employer shall acknowledge receipt, time stamp at District and return a copy of said form to the employee. The Employer will grant leave with pay for forty (40) hour employees, for platoon employees subpoenaed for work-related litigation where the City or the employee is a party, and for up to twelve (12) platoon employees for jury duty or subpoena for other litigation.

If more than twelve (12) platoon employees on any given duty day are required to appear as set forth above, any additional employees shall be requested to seek a postponement. If a postponement cannot be obtained, their Leave will be without pay. The Employer shall notify platoon employees if the maximum number of platoon employees has been reached on a given day as soon as it is known.

B. Whenever an employee is subject to a proper subpoena to appear in court, or to appear for deposition, for the purpose of testifying about a matter directly related to and arising out of the performance of the employee's official duties, the time spent testifying shall be compensated.

If the employee is required to testify on a non-duty day, the employee shall be paid for the time spent in responding to the subpoena, at one and one-half times the employee's straight-time hourly rate as defined in Section 5.2, but not to exceed eight (8) hours per day.

Any amount received as a witness fee shall be deposited with the City Comptroller. The Department may require documentation of attendance. The employee must notify his or her supervisor of the subpoena in accordance with the provisions of Section 7.9A above.

## ARTICLE VIII. UNPAID LEAVES OF ABSENCE

### Section 8.1 - General

A leave of absence without pay may be granted to an employee for personal reasons by the Fire Commissioner, provided the purpose of the leave is deemed beneficial to the City service (as, for example, an educational purpose relevant to the employee's future in the Department, or for purposes of accepting an elective or appointive office).

A leave of absence shall not be granted for the purpose of seeking or accepting any employment with any employer other than the City of Chicago.

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An extension of leave shall not be approved unless it is consistent with the administrative procedures of this Article. The granting or extension of an unpaid leave shall not be unreasonably withheld.

### Section 8.2 - Procedures

Alt unpaid leaves of absence shall be governed by the following procedures:

A. Leaves must be applied for by the employee seeking the leave on forms-prescribed by the Fire Commissioner. Before the teave begins it must be approved by the Fire Commissioner or designee.

B. Leaves of absence shall not be sought or granted for a period exceeding,one^l) year. All leaves of absence shall be granted for a specified period of time and with a specified termination date; provided, however, that an employee on such leave, with approval of the Fire Commissioner, may terminate such leave and return to work prior to the specified termination date. Approval of the Fire Commissioner shall not be unreasonably withheld or denied.

C. The Fire Department Director of Personnel/shall be responsible for giving both.the employee and the Fire Commissioner timely notification of an upcoming expiration of a leave of absence. The Fire Department Director of Personnel shall so notify the employee;by registered mail with return receipt requested, Said notice shall advise the employee that his or her resignation will be effective within thirty (30) days of receipt of said notice. The employee shall then be responsible for notifying the Fire Department Director of Personnel of his or her intention to return to work.

D. The employee shall be responsible for making application for any extension of a leave of absence. Such application shall be made to the Fire Department Director of Personnel on appropriate forms prior lo the expiration of a leave.

An extension of leave shall not be approved unless it is consistent with the purposes of this Article. Any such extension must be approved by both the Fire Department Director of Personnel and the Fire Commissioner, which approval shall not be unreasonably withheld or denied.

E. If an employee fails to return to work upon expiration of his/ her leave oT absence-:, without making application for extension, it shall be

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considered that the employee resigned effective as of the last day of the authorized leave of absene'e.

F. A Leave of absence may be cancelled by the Fire Commissioner upon evidence that the cause for its original authorization was fraudulent or has as a matter of fact ceased to exist.

G. When a leave has been granted properly, and when the employee is prepared to return 10 work in conformance with the terms and conditions of this Article, the following shall apply:

1. An employee returning from a leave of three (3) months or less shall be fully restored to his or her position.
2. Anemployee returning from a leave of more than three (3) months shall be fully restored to. his or her position, if available, or, if not available, the employee shall be restored to a position of equal rank.

H. Any employee who is on a leave of absence from the Fire Department shall not be considered in the certification and appointment from promotional eligible lists.

### Section 8.3 - Family Medical Leave Act

Employees shall be entitled to leave without pay as provided in the Family Medical Leave Act, provided that the employee has the option to elect to use accrued paid leave to which the employee is entitled, and provided that health care benefits shall continue if the employee continues to make his/her health care contributions.

### ARTICLE IX. SENIORITY RIGHTS Section 9.1 - Seniority

A. Seniority is defined as an employee's length of continuous service since his last date of hire. If more than one person is hired on the same day they shall be placed on the seniority list according to their rank on the eligibility list

B. New employees will serve a probationary period of nine (9) months of employment. Any inactive status during the probationary period shall not count toward completion of the probationary period, except that duty-

related medical Leave of a total of ten (10) working days or less shall not extend the probationary period.

Any probationary employee may be discharged during the probationary period upon written notice (or verbal notice confirmed in writing) to the employee. A copy of the notice showing the effective date of the termination shall be provided to the Union.

Terminations of probationary employees shall not be subject to the grievance procedure; however, upon the Union's request made within ten (10) days of notice of discharge to the employee and the Union, the employee and the Union may present evidence relating to the validity of the reasons or mitigating circumstances to the Department at a meeting between the Department and the Union; but any action taken by the Department shall be final and shall not be subject to the grievance procedure.

The seniority of the employee retained beyond the probationary period shall date back to his/her date of hire.

It is further provided that for an additional three (3) months of employment beyond the probationary period any new employee may be tested for substance abuse and if the test results are positive the employee may be terminated and such termination shall not be subject to the grievance procedure.

C. An employee's continuous service and the employment relationship shall be terminated when an employee:

1. Resigns or quits with the following exceptions:

a. An employee who resigned and was reinstated prior to March 8, 1980 shall retain the seniority date listed on the 1982 seniority list provided such date is not adjusted otherwise as

provided or permitted in the Seniority Settlement Agreement of February 1, 1983.

b. An employee who resigned in the past and was not reinstated until March 8, 1980 or later, or who resigns in the future, shall have his seniority based on his/her last date of hire, which shall be the day of his return to service, unless he/she requests or requested reinstatement on or before thirty (30) days after the effective date of his/her resignation and such request is or was ultimately granted,

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in which case he/she shall continue to use the seniority date in effect prior to his/her resignation provided such date is not adjusted otherwise as provided or permitted in the Seniority Settlement Agreement of February 1, 1983.

2. Is discharged for just cause;

3. Retires or is retired;

4. Is absent for three (3) consecutive days (workdays) without notifying the Employer's authorized representative;

5. Is laid off and fails to report for work within ten (10) calendar days after mailing by certified mail a notification of recall to the employee's last known address as shown on the City's personnel records. A copy of recall notification shall be sent to the Union. If the Union within six (6) working days of the mailing date provides the Employer with a corrected address, the Employer will send a second recall notice, and an additional five (5) day notice shall be allowed;

6. Does not report to work after the termination of an authorized leave of absence, pursuant to Articles VII and VIII.

D. A suspension shall not affect an employee's length of continuous service.

E; An employee granted an unpaid leave of absence of thirty (30) days or less shall not incur a break in continuous service for such leave

F. An employee granted an unpaid leave of absence in excess of thirty (30) days shall not incur a break in continuous service if such leave is taken for the good of the Department, including, but not limited to, leave for educational and/or professional reasons

G, If an employee takes a leave of absence which is not for educational or professional reasons or other reasons for the good of the Fire Department, and such leave extends beyond thirty (30) days, the employee's seniority date will be adjusted by the length of the leave in excess of thirty (30) days.

I I. Any employee who returns to active duty after a period during which he received duty, occupational and/or ordinary disability benefits shall

have his/her seniority continued to be based on his/her Last date of hire without adjustment..

I. On or before April 1st and October 1st of each year the Employer will post on employee bulletin boards a current seniority list showing the departmental seniority and classification seniority of each employee. A copy of the seniority list shall be simultaneously provided to the Union. The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Fire Department Director of Personnel, in writing, within ten (10) calendar days after the list is posted. Any disputed seniority dates not able to be adjusted satisfactorily will be subject to Article X.

## Section 9.2 - Overtime Distribution

### A. Platoon Employees

After all detailing has been accomplished, and when the need for overtime exists due to the lack of manpower, or due to vacation, sickness, injury or other unforeseen causes, such overtime shall be distributed in strict sequential order to members of the bargaining unit on a voluntary basis; by rank and classification; by means of an Overtime Distribution List in each district, bureau, EMS division or in an agreed-upon specialized unit on each shift; by Daley Day or middle off-shift day for EMS personnel. (These lists originally were established on the basis of seniority.)

Such lists shall show the employee seniority number, Company, Platoon, Daley Day, or middle off-shift day for EMS Personnel and special Fire Department certification(s), and the last date the employee worked or refused overtime or was unavailable for overtime and the reason for such unavailability. Employees assigned to a new or different Overtime Distribution List after the overtime list has been established shall be inserted into the list according to the last date the employee worked or refused overtime. In case of any questions regarding insertion according to the above, such shall be discussed between the Business Agent or his designee and the designated Employer representative in attempting resolution.

An employee shall move to the bottom of the overtime lists of the respective rank or classification only if he or she refuses or works the overtime offered; provided, however, that the employee on the bottom of the overtime list at the time the overtime work becomes available and is

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offered shall be required to accept and work the overtime when all other employees have refused.

In the event that an employee refuses overtime strictly on the basis of the fact that he or she is scheduled for military training or scheduled to attend a Department-sponsored EMS Continuing Medical Education ("CME") class on the date that he or she would be scheduled to work overtime, that employee shall retain his or her

position on the overtime list of the respective rank or classification. Employees must provide proof of attendance at military training or proof of attendance at the CME class in question upon request, or lose their position on the overtime list.

An exception to offering overtime in strict sequential order on the overtime lists may be made when specialized personnel are needed for positions on Squads, the Hazardous Material Unit, Airport Certified Drivers, ARFF Certified Red Stripe Personnel, or other agreed-upon specialized units. In case specialized personnel are needed for such units, the Employer shall go down the Overtime Distribution List until reaching the first person certified for the specialty required and offer the overtime.; Employees with such specialty certification(s) shall be asterisked on the list; If that person refuses, the overtime assignment shall be offered to the next certified employee on the list. If that person refuses, the overtime assignment shall be offered to the next certified employee on the list. Such employees shall move to the bottom of the list of the respective rank or classification upon refusing or working the overtime offered; provided, however, that the certified employee on the bottom of the overtime list shall be required to accept the overtime assignment when all other employees have refused. Effective, upon contract ratification, overtime offered to employees, participating in the MMRf program, shall be <http://sha.ll.be> for no less than twelve (12) hours.

Overtime distribution on ALS Fire Companies shall be by strict sequential order by District(s) irrespective of EMT specialized qualification; except, after detailing and double detailing, when there is no other way to maintain the ALS Fire Company in service with the required EMT positions, then employees may be rehired who have such specialty certification which shall be asterisked on the Overtime Distribution List

It is further provided:

1. If any District cannot fill its manpower needs from its Overtime Distribution List, then such needs shall be filled from the overtime list from the next District in numerical, sequence and if insufficient personnel are available in such [District, then from the next District

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in numerical sequence (e.g., District-6 to District 7 to District 1) until sufficient personnel are acquired.

2. In the event, however, there are insufficient employees obtained, as above provided, to fill manpower needs, then platoon employees from the shift following the shift where the overtime is needed shall be called for overtime from the Overtime Distribution List upon which their names appear, utilizing the same procedures as above, and if there are insufficient employees obtained from that following shift, then platoon employees from the shift preceding the shift where the overtime is needed shall be called for overtime from the Overtime Distribution List upon which their names appear, utilizing the same procedures as above. No employee, however, shall be required to work with less than twenty-four (24) hours off between platoon shifts, except pursuant to Section 5.6; and further, if there are insufficient employees available for overtime rehire pursuant to the foregoing procedures in this Section, then the holdover provision, Section 5.6, shall be invoked up to a maximum of twenty-four (24) hours, irrespective of the four (4) hour maximum limitation set forth in Section 5.6.

;it is provided, however, when an employee is mandatorily rehired as provided above and has pending obligations, (for example, documented travel plans, tickets, confirmed reservations, or an emergency), the employee will be excused from the rehire, providing the City can rehire another employee using the above agreed-upon procedures. If the City succeeds in finding another employee, the employee that was originally

mandatorily rehired will be excused, but will go to the bottom of the Overtime Distribution List. Excusing the employee from mandatory rehire will be at the reasonable discretion of the District Chief or his designee or the Deputy Chief Paramedic or his designee.

For EMS platoon employees, in the event there are insufficient employees available for overtime rehire, after following the procedures through subparagraph 1 above, then the holdover provision, Section 5.6, shall be invoked up to a maximum of twenty-four (24) hours, irrespective of the four (4) hour maximum limitation set forth in Section 5.6.

3. If any overtime distribution does not consist of at least twelve (12) consecutive hours, the employee receiving such overtime shall not lose his/her position on the overtime list. '

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4. No employee shall be on more than one overtime list.

5. Overtime Distribution Lists shall be continuously updated and current and be made available to Union Business Agents upon reasonable request, but not later than three (3) business days.

#### B. Forty (40) Hour Employees

After all detailing has been accomplished, and when the need for overtime exists due to the lack of manpower, or due to vacation, sickness, injury or other unforeseen causes, such overtime shall be distributed in strict sequential order to members of the bargaining unit on a voluntary basis; by rank and classification; by means of an Overtime Distribution List in each Bureau, District or Division on each shift (These lists originally were established on the basis of seniority.)

Such Lists shall show the employee's seniority number, District or Division, and special Fire Department certification(s), and the last date the employee worked or refused overtime or was unavailable for overtime and the reason for such unavailability. Employees assigned to a new or different Overtime Distribution List after the overtime list has been established shall be inserted into the list according to the last date the employee worked or refused overtime. In case of any questions regarding insertion according to the above, such shall be discussed between the Business Agent or his designee and the designated Employer representative in attempting resolution.

An employee shall move to the bottom of the overtime Lists of the respective rank or classification only if he or she refuses or works the overtime offered; provided, however, that the employee on the bottom of the overtime list at the time the overtime work becomes available and is offered shall be required to accept and work the overtime when all other employees have refused.

In the event that an employee refuses overtime strictly on the basis of the fact that he or she is scheduled for military training or scheduled to attend a Department-sponsored EMS Continuing Medical Education ("CME") class on the date the employee would be scheduled to work overtime, that employee shall retain his or her position on the overtime list of the respective rank or classification. Employees must provide proof of attendance at military training and proof of attendance at the CME class in question upon request, or lose their position on the overtime list.

An exception to offering overtime in strict sequential order on the overtime lists may be made when specialized personnel are needed to perform the duties of Public Education Specialist, Pump Test Operator, and Gas Leak Inspector, or other agreed-upon specialized positions, In case specialized personnel are needed for such duties, the Employer shall go down the overtime list until reaching the first person certified for the specialty required and offer the overtime. Employees with such specialty certification(s) shall be asterisked on the list.

It is further provided;

1. No employee shall be on more than one Overtime Distribution List.
2. Overtime Distribution Lists shall be continuously updated and current and be made available to Union Business Agents upon reasonable requests, but not later than three (3) business days,

#### C. Remedy for Pass Over (McVady -Donohue Arbitration Awards)

If an employee is passed over for the employee's rightful turn for overtime; the employee shall be paid the amount the employee would have earned if the employee had worked the overtime, and the employee shall not have his/her position on the Overtime Distribution List altered by reason of the payment.

#### D. Relieving Employees from Rehire Assignments

The following is agreed-upon procedure regarding relieving employees from overtime distribution rehire assignments.

1. It is recognized that the Department may continue to relieve employees from overtime rehire assignments or detail them to other overtime rehire assignments when, because of the return to duty of employees from lay-up or otherwise, there are an excess of employees on rehire. This procedure and its implementation shall not in any way detract from or invalidate minimum manning requirements.
2. It is provided that the Department shall implement a procedure to exercise its best reasonable efforts that when employees are to be relieved of overtime rehire assignments, employees are to be relieved in the reverse order in which they were rehired from the overtime distributions list(s). in the District, except (hat employees

rehired from outside the District shaft first be relieved from overtime assignments in the District.

3. It is further provided that employees so relieved from rehire shall, upon arrival of their replacement, be permitted by their Company Officer to leave without loss of minimum recall pay, unless there is another overtime situation in the District to which the rehire may be assigned at that time. In case there is any question as to who should be relieved, the matter shall be discussed between the Business Agent or his designee and the designated Employer

representative.

### Section 9.3 - Vacancies and Promotions

#### A. Vacancies

Promotional vacancies within the bargaining unit created as a result of death, resignation, retirement and discharge for just cause, and which the Employer must fill to maintain the minimum manning agreed to in this Agreement. shall be filled within forty-five (45) days of the last day the employee actually worked on duty or was discharged. Promotions which are required to fill vacancies shall be made from established lists resulting from job related examinations given to the employees in the classification immediately below the vacancy, and effective upon contract ratification, an employee who was passed over on an eligibility list shall be permitted to take the examination and be placed on the eligibility list. For example, a lieutenant shall be placed on the eligibility list for captains. Effective upon contract ratification, the Employer shall provide to employees while on duty, training and the cost of certifications necessary for promotion.

Permanent assignments to vacant promotional positions shall be in accordance with the provisions of Article XVI, Section 16.7.

#### B. Promotional Eligibility Lists

1. No employee shall be eligible to take a promotional examination until the employee has completed the probationary period. The ranking of employees on promotional lists shall be based upon the employee's ascertained merit which shall be determined by promotional examinations consisting of the following three (3) criteria: written, seniority and oral/proficiency (hereafter referred

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to as the "administered examination"). Promotions shall be made on the basis of the administered examination, and effective for administered examinations given after January 1, 1997, promotions may also be made pursuant to a performance selection process as set forth in subparagraph 4.

The weights to be accorded the criteria of the administered examination shall be consistent with the requirements of federal law, and are subject to review by the Justice Department. The City will announce the weights of the criteria of the administered examination at the time the Department of Personnel officially announces the examination.

Effective for administered examinations given after January 1, 2003, the total weight assigned to the written criteria shall be no less than twenty-five percent (25%); the total weight assigned to the oral/proficiency criteria shall be no less than twenty-five percent (25%); and the total weight assigned to the seniority criteria shall be no less than thirty percent (30%) of the final score of the administered examination.

Full mark for seniority shall be given, as follows:

a. for promotion to Engineer or to Lieutenant - ninety-six

or more months;

b. for promotion to Captain - one hundred forty-four (144.) or more months;

c. for promotion to Battalion Chief - two hundred four (204) or more months.

Lesser amounts of seniority shall receive a pro-rata mark; for example:

A firefighter with ninety-six (96) or more months of seniority would receive 100% of the seniority criteria specified for promotion to engineer or lieutenant while a firefighter with forty-eight (48) months seniority would receive one-half (1/2) of the specified seniority criteria (accordingly, if the specified seniority criteria is thirty percent (30%), the firefighter with ninety-six (96) or more months of seniority would receive the full mark, while a firefighter with forty-eight (48) months would receive one-half (1/2) of the thirty percent (30%) seniority criteria, or fifteen percent (15%)). The seniority mark shall be determined as of the date of the examination announcement.

Additional credit shall be given to candidates who have at the time of the administered examination the following degrees or licensures:

a. For promotion to Lieutenant and/or Captain. Any candidate who has an Associate's degree in Fire Science or a Bachelor's degree or who has an EMT-B or EMT-P license and functions in that capacity for the City will receive the

b. For promotion to Battalion Chief.

Any candidate who has an Associate's degree in fire science or a Bachelor's degree will receive the full amount of credit.

The amount of credit to be given for these degrees and licensures shall be described in the examination announcement. In no event shall a candidate with the required degree be eligible for anything less than full credit.

2. Promotional vacancies shall be filled by the Commissioner from eligible employees certified from the applicable promotional eligibility list. After each promotional examination, the City shall develop an eligibility list based upon employees eligible for promotion based on their performance on the administered examination. No less than thirty (30) days prior to any promotions, the City shall provide to the Union a copy of the promotional eligibility list. Such list shall reflect each employee's full name, seniority number, race, gender, total score and rank on the list. Vacancies will customarily be filled by employees in the order of their ranking on the eligibility list.

Employees who are passed over on an eligibility List strictly by operation of the preceding paragraph and who otherwise would have been promoted had promotions been made in rank order from the eligibility list shall have his or her name inserted at the top of the new eligibility list in rank order as it appeared on the previous eligibility list for the same promoted position, and shall be promoted from the new eligibility list to vacancies which will customarily be filled by employees in the order of their ranking on the eligibility list.

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It is provided, however, that irrespective of an employee's ranking on the eligibility list, an employee eligible for promotion to a vacancy in the position of Captain or Battalion Chief shall be passed over on the eligibility list and not be promoted if the employee has not completed at least thirty (30) months in the classification immediately below the vacancy, and no employee may be promoted to the position of engineer or lieutenant, and shall be passed over on the eligibility list, without fifty-four (54) months in the classification of firefighter and/or engineer.

An employee certified for promotion to a vacancy may be passed over for any vacancy on an order subject to the following conditions:

a: No employee may be passed over on more than two (2) orders, unless the employee does not meet the time in grade requirements outlined above.

b. No employee shall be promoted from a new promotional eligibility list until all employees who may have been passed over on a previous promotional order have been promoted, unless, the employee does not meet, the time in grade requirements.

c. An employee may be passed over on an order only for the following reasons:

i) At the time the vacancy occurs the employee is on an injury leave of six (6) months or more for a non-duty-related injury; provided, however, that upon the employee's return to duty from such leave he/she shall be promoted on the next order.

ii) A major disciplinary infraction (i.e. charges resulting in a suspension of fifteen (15) days or more); provided, however, that if such disciplinary infraction is not sustained, the employee shall be promoted on the next order. No disciplinary infraction may be used for more than one order as a reason to pass over an employee on a promotional order.

(in) In order to comply with any injunctive or final and unappealable order of a court, administrative agency, administrative law judge, hearing officer or arbitrator,

cl. From the date an employee received notification of a promotion, the employee shall have five (5) calendar days within which to inform the department of the employee's

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election to accept or waive a promotion. An employee desiring to waive a promotion shall have, the right to do so by signing a waiver as follows..:

An employee who is promoted to a position in the Fire Department immediately following the sixty (60) day period. If another promotion, occurs before the sixty (60) day period, the employee shall not be considered eligible for (3) waivers.

The Employer shall specify the specific reason in the event that it decides to pass over an employee on an order.-

3. Each applicant for promotion shall, be given a copy of his/her answer sheet following the conclusion of the written examination, prior to the candidate's departure from the exam site. Each applicant will be allowed to challenge test questions on the written examination in writing. During the announced challenge period, the applicant will be allowed to review the written examination for that purpose. A copy of the correct answer key for the written examination shall be provided by the City to the Union after the promotional eligibility list has been finalized and approved by the Department of Justice. Upon request, the candidate shall thereafter have the right to receive a copy of the written examination. The City shall provide the Technical Report of a promotional examination to the Union within thirty (30) days of a promotion made from the eligibility-list created as a result of such examination.

#### h. Performance Selection Process

a. Up to sixteen percent (16%) of the promotions to the rank of Lieutenant, up to sixteen percent (16%) of the promotions to the rank of Captain, and up to sixteen percent (16%) of the promotions to the rank of Battalion Chief on each promotional order may be made by the Fire Commissioner on the basis of performance. The following criteria must be met by any applicant prior to being eligible for performance promotion:

- i) passing the appropriate administered examination with a grade of seventy (70) or better;
- ii) meeting the following time in rank requirements at the time of the promotion:
  - a) One hundred twenty (120) months in the classification of Firefighter and/or Engineer for promotion to the position of Lieutenant;
  - b) Seventy-two (72) months in the classification of Lieutenant for promotion to the position of Captain;
  - c) Seventy-two (72) months in the classification of Captain for promotion to the position of Battalion Chief.

b. Battalion Chiefs may nominate candidates for consideration for Performance Selection Process for each rank of Lieutenant, Captain and Battalion Chief., In addition, Exempt rank personnel in the positions of Deputy District Chief, District Chief and Bureau Heads may nominate candidates for consideration in the Performance Selection-Process.to the promotional ranks of Lieutenant, Captain and Battalion Chief as directed by the Fire Commissioner. Nominations shall be made after the promotional administered examination is announced but before the. examination is held. All nominations shall be forwarded to the Performance Selection Board, which will consist of the First Deputy Fire Commissioner, the Deputy Commissioners, and the Director of Personnel. The City-shall provide the Union with a list of nominees before the written-portion of the administered examination.

c. The Performance Selection Board will consider the nominations, taking into account each candidate's performance, awards and commendations, leadership ability, specialized training, relevant education and experience, attendance file, disciplinary file, and any oilier information deemed relevant to determine whether to recommend the candidate to the Commissioner.

d. The Performance Selection Board will submit its recommendations to the Fire Commissioner for consideration. The City shall provide tho Union with the Board's recommendations to the Fire Commissioner before any promotional order is issued. The Fire Commissioner shall make performance selection promotions from recommendations. The list of Nominees shall be void upon removal of the eligibility list

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e.Only candidates nominated-as per subparagraph b above may be recommended by the Performance Selection Board to the Fire Commissioner, and only candidates recommended by the Performance Selection Board may be considered by the Commissioner in determining performance selection promotions.

f. The City will apprise the Union, in writing, of theJdentity of the personnel, if any, who-receive performance selection promotions at the time of such promotions.

g. Provided that the provisions set forth in subparagraphs A.a through f are followed, the Fire Commissioner's performance selection decisionshall be final and not subject lo. the grievance procedure.

5. The City may charge an appropriate fee for all promotional examinations not to exceed the charge established by City Council Ordinance, which fee shatL not exceed \$75.00.

6. In the event that any court of competent jurisdiction enjoins the City from making promotions pursuant to this Agreement, or issues a final and unappealable order that promotions be made in a manner inconsistent with the provisions of this Agreement, compliance with that order shall not be deemed a violation of this Agreement. In the event the City is unable to make further promotions without violating any such order, the City and Local 2 shall negotiate a resolution that permits promotions consistent with such order.

### C. EMS Positions

1 Career positions within Emergency Medical Services (EMS) shall be:

- a. EMS Field Chief
- b. Ambulance Commander
- c. Paramedic-in-Charge (P.I.C.)
- d. Paramedic

2. Notwithstanding Sections 9.3A and 9.3B, promotions for EMS employees shall come from lists as they may from time to time be established, provided that no employee may be promoted until completion of at least eighteen (18) months in the classification immediately below the vacancy, and for promotions to the positions of Field Chief and Ambulance Commander thirty (30) months in the

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classification immediately below the vacancy. No list shall be used for more than eight (8) years.

3. a. Field Chiefs shall be paid at the F6 pay rate, Paramedic-in-Charge (P.I.C) at the F3A pay rate, and Ambulance Commander at the F5 pay rate. There shall be appointed one (1) Ambulance Commander for each Ambulance Company. After the initial appointment of Ambulance Commanders, transfer vacancies in the Ambulance Commander position, shall be filled pursuant to Section 16.7C. Promotions to the position of Ambulance Commander shall be made to employees in the position of P.I.C, on the basis of seniority/Promotions to the position of Ambulance Commander shall be filled pursuant to 9.3.C.2. above.

b. Ambulance Commanders and P.I Cs shall be on the same Overtime Distribution List:

U. Promotions to the position of Field Chief shall be made to employees in the position of Ambulance Commander,

### Section 9.4 - Layoff and Recall

In the event it becomes necessary to lay-off employees, for any reason, employees shall be laid off in inverse order of their seniority, Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status, desiring to return to work, have been recalled.

### ARTICLE X. GRIEVANCE PROCEDURE Section 10.1 - Definition

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

### Section 10.2 - Procedure, Steps and Time Limits

Step I. - The employee, with or without the Steward (or the Steward alone in the case of a Union Grievance),

shall take up the grievance or dispute in writing or orally with the Employer's authorized representative within ten (10) business days of its occurrence, or if later, the date on which either the employee or his/her Union Steward knew or reasonably should have known of its occurrence. The Employer's authorized representative shall then attempt to

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adjust the matter and shall respond in writing-or orally to the Steward within five (5) business days.

Step II - If the grievance is not settled in Step I and the Union with or without the employee wishes to appeal the grievance in Step II of the grievance procedure, it shall be referred in writing to the Fire Commissioner or his/her designated representative within five (5) working days after the receipt of the Employer's answer in Step I. The written grievance shall be signed and shall set forth all relevant facts, the provision or provisions of the Agreement allegedly violated, and the requested remedy.

The Fire Commissioner or his/her designated representative shall discuss the grievance within ten (10) working days of receipt of the notice of appeal with the employee and the authorized Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Fire Commissioner or his/her designated representative shall give the Employer's written answer to the Union within ten (10) working days following their meeting.

Step III - If the grievance remains unresolved within fifteen (15) business-days after the reply of the Fire Commissioner is due. either party may, by written notice to the other party, invoke arbitration.

### Section 10.3 - Arbitration

A. Within ten (10) working days after receipt of the written notice of arbitration the parties shall meet or otherwise attempt to select an impartial Arbitrator by mutual agreement, preferably from a previously agreed to list.

B. If after ten (10) working days the parties are unable to mutually agree upon selection of an Arbitrator, the party invoking arbitration shall, request the services of the American Arbitration Association (AAA), unless the parties mutually agree to utilize the services of the Federal Mediation and Conciliation Services (FMCS), as described herein. The party invoking arbitration shall request that AAA submit simultaneously to both parties an identical list of seven (7) names of persons chosen from the labor panel. Each party shall thereafter cross off any names objected to, number the remaining names indicating the order of preference, and return the list to AAA. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of the Arbitrator to serve. If the parties fail to agree upon any of the persons named or if those named decline or are unable to act. or if for any other reason the appointment cannot be made from the submitted list, the AAA

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shall submit a second and, if necessary, third list. Thereafter, the AAA shall have the power to make the appointment from other members of the panel without the submission of any additional lists. The parties, by mutual agreement in writing, may submit more than one (1) grievance to the same Arbitrator.

If the parties mutually agree to utilize the services of FMCS, the parties will contact the Federal Mediation and Conciliation Service (FMCS) and request a panel of eight (8) arbitrators. Upon receipt of the panel, either party may strike the first panel and request a second panel of eight, (8) ' arbitrators. No subsequent panel may .be ,requested except with the mutual written agreement of the Employer and the Union. Upon receipt of the panel, the parties will alternately strike names, with the party striking first to be determined by coin toss, until one (1) arbitrator remains, who shall then be notified of his selection.;

### C. Expedited Arbitration

Within the ten (JO) day period referred to in Section 10.3(A) the Employer and the Union may by mutual agreement elect to utilize an expedited arbitration process in lieu of the arbitration'process set forth in Section 10.3(B). Within seven (7) working: days after such agreement for expedited arbitration, the parties shall meet or otherwise attempt to select an impartial Arbitrator preferably from a previously agreed to list. If the parties cannot mutually agree on the selection of an Arbitrator, the parties shall request the services of the American Arbitration Association as described in Section 10.3(B), unless the' parties mutually agree to utilize the services of the Federal Mediation and Conciliation Services as described in Section 10.3(B).

### Section 10.A - Authority of the Arbitrator

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract, interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted The Arbitrator shall submit in writing his decision to the Employer and to the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the Arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of -iio grievance presented' Subject to the Arbitrator's compliance with provisions of this Section, the decision of [he Arbitrator shall be final and binding It is further provided that the Arbitrator has the express authority to

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award interest on back pay remedies and other monetary remedies at rates determined to be appropriate by the Arbitrator.

### Section 10.5 - Expenses of Arbitration

The fees and expenses of the Arbitrator shall be borne by the party whose position is not sustained by the Arbitrator. The Arbitrator, in the event of a decision not wholly sustaining the position of either party, shall determine the appropriate allocation of his fees and expenses..Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutu.aLLy agreed-upon between the parties.

### Section 10.6 - Processing and Time Limits

Grievances may be investigated and processed during working hours by Union Stewards, representatives, and grievance committees, provided such activities do not interfere with the operations of the Fire Department.

A grievance not filed or appealed within the established time limits shall be deemed waived. If the Employer fails to reply within the established time limits then, at the Union's option, it may automatically advance to the next step.

The time limits set forth in this Article may be extended by mutual written consent of the parties.

The term "working days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and Holidays.

#### Section 10.7 - Processing Grievances

Employees selected by the Union to act as Union representatives shall be known as "Stewards." The names of the employees selected as Stewards, and other Union representatives who may represent employees at each step of the grievance procedure, shall be certified in writing to the Employer by the Union.

Any Union representative whose participation in grievance meetings, held pursuant to the provisions of the Article, is necessary shall be released from work without loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner which does not interfere with City operations.

#### Section 10.8 - Meetings Between the Parties

Upon request of either party, the Union President or designee and the Fire Commissioner or designee shall meet every three (3) months at a mutually agreeable time and place to exchange views and discuss matters of mutual concern that do not involve negotiations and that do not constitute the processing of a pending grievance.

#### Section 10.9 - Medical Grievances

Grievances concerning medical issues shall follow the procedure below. Medical issues are defined as grievances involving medical issues, including but not limited to the nonpayment of duty-related hospital or medical bills; removal of an employee from duty for medical reasons; refusal to return an employee to duty from medical rolls; classification of any injury as non-duty-related and the Benefits Management Office's denial of payment of medical and hospital bills of an employee or his or her covered dependent under the City of Chicago's Medical Care Plan for Employees.

Step One: Initiating a Medical Grievance. Grievances concerning the Benefits Management Office's denial of payment of medical and hospital bills will be filed with the Bureau of Employee Relations within ten (10) business days following the events or circumstances giving rise to the grievance or, if later, the date on which either the employee or his Union Steward knew or reasonably should have known of the events or

circumstances giving rise to the grievance.

If the determination at Step One is not satisfactory, the Union may by written request made within fifteen (15) business days of the Step One response, or the expiration of the period for the said response submit the matter for mediation.

**Step Two: Mediation of Medical Grievances.** At mediation, representatives of the Union, the Fire Department, the Benefits Management Office and the Finance Committee of the City Council, shall participate, as needed. Any settlement reached in the mediation proceedings shall be binding upon the parties. Medical mediation sessions shall occur every sixty (60) days. The parties shall split evenly the cost of the Mediator's fees and expenses.

The grievant shall be provided with the relevant medical records within the possession of the Medical Section of the Personnel Division, the Committee on Finance, Benefits Management Office and Bureau of Employee Relations. A release shall be required for production of medical records. The relevant medical records shall include the determination by the Medical Section of the Personnel Division of the grievant's status and the response to the grievance. The above records shall be submitted to the Union by the Department within forty-five (45) days of the Department's receipt of the Union's release and mediation agenda, setting forth the grievant's name. Relevant records from the

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Medical Section of the Personnel Division, the Committee on Finance, the Benefits Management Office and Bureau of Employee Relations shall be provided as stated above and throughout the grievance process until the grievance is fully resolved.

Relevant documents to be produced by the Benefits Management Office in mediation are limited to medical records, claim forms, medical bills, explanation of benefits, and recommendation to and decision of the Benefits Committee regarding the claim. This definition of relevant records to be produced by the Benefits Management Office does not preclude the Union from subpoenaing additional relevant documentation in response to the scheduling of an arbitration of a grievance.

**Step Three:-Arbitration.** If the grievance is not resolved at Step Two, the Union upon written request within thirty (30) days of the date of mediation, may demand arbitration. The Mediator shall not be selected as the Arbitrator for the same case. The arbitration hearing shall be scheduled to commence within thirty (30) days of the selection of the Arbitrator. If they fail to agree, a list of seven neutrals who are members of the National Academy of Arbitrators and who have offices within the Chicago Metropolitan Area shall be requested from the American Arbitration Association (AAA), unless the parties mutually agree to utilize the services of the Federal Mediation and Conciliation Services (FMCS). Within five (5) days after receipt of the list, the parties shall select an Arbitrator. Both the Employer and the Union shall alternately strike names from the list with the party striking first to be determined by coin toss. The remaining person shall be the Arbitrator.

#### ARTICLE XI. NO STRIKE AND NO LOCKOUT

No lockout of employees shall be instituted by the Employer during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement,

No strikes of any fund and no slowdown, picketing or other concerted interference with, or interruption of, service shall be caused, sanctioned, instigated, condoned; supported or participated in by the Union or any employee during the term of this Agreement. Any or all employees who violate this clause shall be subject to immediate discharge.

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ARTICLE XII. SAFETY, HEALTH & WELFARE

Section 12.1 - Hospitalization and Medical Coverage, Dental, Optical, Life Insurance Programs

- A. The Employer's medical, dental, prescription drug, life insurance and vision plans for eligible employees and eligible dependents are incorporated by reference into this Agreement. The definition of eligible employees and eligible dependents is set forth in each respective
- program or plan. Eligible dependents under these plans are the employee's spouse and those dependents who are unmarried and less than twenty-five (25) (effective 10/1/2010, twenty-six (26)) years of age regardless of an employee's date-of hire. Effective 1/1/2011, children until age 26 are covered, married or unmarried, and even if not a dependent. Contributions for coverage are set forth in Section 12.10.
- B. The Employer also agrees to make available to the following other persons the above described hospitalization and medical program, the dental plan, and the optical plan:
1. Except as provided in Mem.ordandym.oT <<http://Mem.ordandym.oT>> Understanding Regarding Health Care Benefits, Section B:2.j., employees who retire on or after age sixty (60) and their eligible dependents; and
  2. Employees who retire-on or after 63 and their eligible dependents, widows and children of employees killed in the line of duty, former employees on pension disability (both duty and occupational) and their eligible dependents, widows and children of deceased employees who were formerly on pension, disability.

The Employer will contribute the full cost of coverage for any of the above enumerated persons who elect coverage under any plan or plans. However, coverage under a plan for such persons shall terminate when a person either reaches the age for full Medicare eligibility under federal law or ceases to be a dependent as defined in a plan, whichever occurs first. After a person reaches the age for full Medicare eligibility, the person shall be covered under the medical program for annuitants provided the person pays the applicable contributions.

- C. Employees who retire on or after ratification of this Agreement, pursuant to the pension statute, but before attainment of age sixty (60), and their eligible dependents,

shall be covered under the PPO hospitalization and medical program in effect for annuitants until they reach the age of full Medicare eligibility and become eligible for Medicare under federal law, provided they pay the contributions otherwise

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applicable to annuitants. After reaching the age of full Medicare eligibility, and becoming Medicare eligible, they shall be covered under the medical program for annuitants eligible for Medicare provided they pay the applicable contributions.

D. Pending the final determination of benefits by the Board or Trustees of the Firemen's Annuity and Benefit Fund, employees who apply for duty, ordinary, or occupational disability benefits will be required to contribute the same amount as active employees for health care benefits; and the Employer will continue to provide the same health care benefits as for active employees.

Employees who receive duty or occupational disability benefits will continue to receive those benefits at no cost, pursuant to paragraph (B) above, without any refund of their previous contributions. Employees who are awarded ordinary disability benefits will be required to contribute at the Public Health Services Act (PHSA) rate reduced by the administrative fee of two percent (2%) as of the first day of the month following the Fund's final determination of the employee's claim.

The Employer agrees to pay all hospital, medical and prescription costs of an employee who is on a leave of absence for duty or occupational disability purposes, all at no cost to the employee. The Employer shall make pension contributions on behalf of the employees as if the employee had remained in active service.

E. The City will amend its Section 125 plan to implement a Flexible Spending Account (FSA), which will permit employees to fund, on a pretax basis, an individual account that the employee may use to pay for qualified unreimbursed medical expenses, as provided under Section 213 of the Internal Revenue Code.

- Subject to IRS regulations, the FSA will allow participants to pay the following qualified expenses on a pre-tax basis, dental expenses; vision expenses; health plan contributions, deductibles, and co-payments, prescription drug co-payments, over-the-counter drugs and other unreimbursed medical expenses
- Participation is voluntary and participants may contribute up to \$5,000 annually on a pre-tax basis, which will be deducted prorata each payroll period
- Employees may enroll in the FSA or change the amount of their election once per year during open enrollment or when they have a change in family status

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- As mandated by the Internal Revenue Code, a "use it or lose it" rule applies to Section 125 plans.
- Any amount that remains in the participant's account at the end of the year will be forfeited

The City agrees to make available to employees covered under this Agreement, pursuant to an FSA, the same Dependent Care Benefit as provided to other City employees who participate in the LMCC, under the same terms and conditions.

F. The City-paid life insurance for all employees covered by this Agreement shall be \$75,000, and the City-paid A.D. & D. insurance shall be \$5,000. In all other respects, the life insurance program will conform to the provisions and costs of the life insurance coverage accorded to other sworn City employees. A summary of the City Life Insurance Program will be placed in the Agreement as Appendix E.

G. Pre-Tax Contribution

Employees shall contribute the following pre-tax amounts per pay period, in accordance with their selected level of coverage:

Level of Coverage	Percentage of Salary
Single	1.2921% of payroll per pay period
Single + 1	1.9854% of payroll per pay period
Family	2.4765% of payroll per pay period

Contributions at selected salary levels per pay period will be as follows:

ANNUAL SALARY	SINGLE (1.2921%)	SINGLE +1 (1.9854%)	FAMILY (2.4765%)
\$15,000	\$0.08	\$12.41	\$15.48
\$20,000	\$10.77	\$16.55	\$20.64
\$30,000	\$16.15	\$24.82	\$30.96
\$40,000	\$21.54	\$33.07	\$41.28
\$50,000	\$26.92	\$41.36	\$51.59
\$60,000	\$32.30	\$49.64	\$61.91
		<i>in</i> <i>of</i>	
\$70,000	\$37.69	\$57.91	\$72.23
\$80,000	\$43.07	\$66.18	\$82.55
\$90,000 and Over	\$48.45	\$74.45	\$92.87

Effective January 1, 2021, employees shall contribute the following pre-tax amounts per pay period, in accordance with their selected level of coverage:

Level of Coverage	Percentage of Salary
Single	2.7921% of payroll per pay period
Single + 1	3.4854% of payroll per pay period
Family	3.9765% of payroll per pay period

Contributions at selected salary levels per pay period will be as follows:

Annual Salary	Single (2.7921%)	Single +1 (3.4854%)	Family (3,9765%)
-\$50,000	\$58.17	\$72.61	\$82.84
\$60,000	\$69.80	\$87.14	\$99.41
\$70,000	\$81.44	\$101.66	\$115.98
\$80,000	\$93.07	\$116.18	\$132.55
\$90,000	\$104.70	\$130.70	\$149.12
\$100,000	\$116.34	\$145.23	\$165.69
\$115,000 & Over	\$133.79	\$167.01	\$190.54

Effective January 1, 2021. Prescription Drug Deductible (family).\$75,00,

H. Benefits under the City of Chicago Health and Dental Plans

The Trustees of the Labor-Management Cooperation Committee (LMCC), which include two Trustees from Local 2, have the authority, consistent with the LMCC's Declaration of Trust, and Section 12.1.1 of the Collective Bargaining Agreement, to make changes with respect to covered procedures, deductibles, and co-pays of the City of Chicago Health Care Plan (including prescription drugs) and City of Chicago Dental Plan. Those changes occurred from time-to-time during the term of Local 2's Agreement with the City, and are likely to happen during subsequent Collective Bargaining Agreements with the City.

For -2014 [those benefits, including deductibles and co-pays, will follow the 2Q14 open enrollment materials which can be found online 24 hours/7 days a week, at:

[www.ci.tyqfch](http://www.ci.tyqfch) <<http://www.ci.tyqfch>> i ca  
yob.enehis.org in  
DO

or

<<http://www.cityofchicago/city/en/depts/fin/supp>> info/open enrollment2013.html

or

Toll Free / 8am - 5pm / M-F 1-877-299-5111

Any changes to these plans may be accessed from this website and toll free number.

LMCC

1) Local 2 -commits to becoming a signatory labor organization of the labor-management cooperation Committee known as the Chicago Labor-Management Trust ("Trust"). Upon the ratification of this Agreement, Local 2 agrees to meet with the Employer and representatives from the signatory labor organizations to the Agreement and Declaration of Trust establishing the Trust (Trust Agreement") for the purpose of determining Local 2's representation within the Trust and the guidelines and procedures to be used in expanding the Trust to include the members of the bargaining unit. The parties contemplate that Local 2 shall have at least two (2) Trustees appointed to the Trust. After Local 2 becomes a signatory labor organization to the Trust, Local 2 shall be afforded the same right to withdraw from the Trust as is granted to any other signatory labor organization pursuant to the Trust

Agreement. Notwithstanding Local 2's participation in the LMCC created by the Trust, the City and the Union agree to negotiate with respect to health care issues that particularly affect firefighters and/or paramedics and present recommendations to the LMCC regarding such issues.

2) Each party reserves the right to reopen this Agreement to negotiate the health care plan set forth in this Agreement for the following reasons:

- a) Any changes in the applicable laws, including a universal, national or state health care program, mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement and that affects the health care benefits or coverage offered to bargaining unit members or dependents; or
- b) The lack of achievement of health care cost containment as anticipated by the parties pursuant to the formation and

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administration of the Chicago Labor Management Cooperation Committee on Health Care pursuant to the Chicago Labor Management Trust ("Trust") on health care, as defined below;

- i) The parties charge the Trust with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2011 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2010 and in each previous fiscal year thereafter, respectively.
- ii) Should any Plan changes approved by the Trust fail to result in such cost containment or savings as stated in subsection (i) above, the Trust shall make such adjustments in deductibles, co-pays and coinsurance, to prevent the cost increase from exceeding 8% as measured in subsection (i) above.
- iii) Should the Plan changes approved by the Trust fail to achieve cost containment or savings as stated in subsections (i) and (ii) above by the end of the following fiscal year, either party may elect to reopen negotiations as set forth on the following specific topics:
  - Health Plan set forth in this Agreement
  - Structure of the Trust
  - Composition of the Trust
  - Funding of the Trust

(3) If any one of the foregoing events or conditions occurs, - either party has thirty (30) days to notify the other party in writing of its intent to reopen this Agreement to negotiate the health care plan set forth in this Agreement. Thereafter, the parties have ninety (90) days within which to reach an agreement.

(A) Notwithstanding the foregoing, each party reserves the right to reopen this Agreement to negotiate

the health care plan set forth in this Agreement, no later than June-30, 2020

(fi) In the event that this Agreement is reopened to negotiate the health care plan, the health care plan in effect at the time the

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Agreement is reopened shall not be changed by the Employer without the written consent of Local 2. If the parties are unable to agree on modifications to the health care plan, the dispute shall be submitted to interest arbitration in accordance with Section 20.2.

Section 12.2 - Safety and Health

A. Applicable Laws and Regulations

It is agreed that the Employer and all employees will comply with all applicable laws and regulations governing safety and health matters. The Employer will continue to make reasonable provisions, in compliance with such laws and regulations, for the safety and health of its employees. The Employer shall post all safety and health notices required by law in conspicuous places where notices to employees are customarily posted.

BI Joint Committee

The Joint Occupational Safety and Health Committee shall continue for the term of this Agreement. The Fire Commissioner and the Union shall each appoint three members. The Joint Committee shall meet monthly to discuss safety and health matters. The Joint Committee shall make recommendations to the Fire Commissioner as to any safety conditions, rules and equipment which it may deem in need of change and improvement in order to achieve proper standards of safety and health and to minimize accidents, injuries and illness in the Fire Department. The Department shall provide notice to the Joint Committee of contemplated changes in work clothes, protective clothing or turnout gear at least sixty (60) days prior to the implementation of such change. The Fire Commissioner shall promptly issue a report to the Joint Committee as to his views regarding the Joint Committee's recommendations. The three Union members on the Joint Committee shall be permitted (whether on or off-duty) to act as a Lead, and shall serve as representatives of the Fire Department concerning after action review of emergency scenes. However, the three Union members on the Joint Committee shall, if otherwise permitted, promptly advise or consult the Fire Commissioner in a timely manner the date, time and location of such meetings. No employee shall be subject to discipline as a result of after action review of emergency scenes.

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All boots, gloves, helmets, hoods, PPE and SCBA harness assemblies, fire pieces, cylinders, and other equipment to field tests, All phases of field tests of personal protective equipment shall be subject to involvement by the Joint

Committee before any resolution relative to acquiring such equipment, provided that such involvement is legal and in compliance with the applicable written ethical rules and regulations of the City of Chicago. Results of such test shall be provided to the Union 30 days prior to acquiring such equipment.

C. Inoculations; Tests, Screening

1. Upon notification to the Employer by the employee, alt employees on a voluntary basis shall be granted, at Employer expense, prophylactic inoculations for:

a. Hepatitis B Virus (HBV), and

b. As prophylactic inoculations become available, for:

- i) Additional strains of Hepatitis;
- ii) Human Immunodeficiency Virus (HIV) related conditions;
- iii) Acquired Immune Deficiency Syndrome (HIV) antibody positive conditions.

2. Upon notification' to the Employer by the employee that a bargaining unit employee is significantly exposed in the course of duty to the risk of transmission of disease, as defined by the U.S. Center for Disease Control, from a person determined to have a disease process of a contagious or infectious nature, the employee on a voluntary basis, shall be granted, at Employer expense, medically necessary tests and/or screening, and prophylactic treatment.

Section 12.3 - Pensions

A For the term of this Agreement, the Employer agrees not to exercise its Home Rule power to reduce the benefit provisions of the Illinois Revised Statutes, Chapter 108 1/2, Article VI, "The Firemen's Annuity and Benefit Fund - Cities Over 500,000 "

B. Deferred Compensation

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The Employer shall continue to make available to bargaining unit members an I.R.S. qualified deferred compensation program.

ARTICLE XIII. NO DISCRIMINATION Section 13.1 - No

Discrimination

Neither the Employer nor the Union shall interfere with, the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership, but this Section is not intended to; interfere with the operation of Section 1 of

Article III of this Agreement. In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, age, religion or political affiliation,

#### Section 13.2 - Gender

Whenever a male gender is used in this Agreement it shall be construed to include male and female employees.

#### Section 13.3 - Union's Duty of Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion. The Union's duty of fair representation shall be carried out in conformity with the standard enunciated by the United States Supreme Court in [http://in> Vacay\\_5lp.es <http://Vacay\\_5lp.es>](http://in> Vacay_5lp.es <http://Vacay_5lp.es), 336 U.S. 171 (1967).

#### Section 13.4 - Affirmative Action

A The Parties agree to establish and implement an affirmative action program in accordance with the terms and conditions of the IAFF recruitment and equal opportunity programs as further described in Appendix G of this Agreement.

#### B. Polygraphs

The Employer agrees that no prospective employee shall be required to take a polygraph examination as a condition of employment with the

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Employer, and a prospective employee's refusal to submit to a polygraph examination shall not be cause for rejection for employment.

#### Section 13.5 - Americans With Disabilities Act

Should the Employer be required under the Americans With Disabilities Act to make a reasonable accommodation to the disability of an applicant or incumbent employee that may be in conflict with the right of any employee under this Agreement, the Employer shall bring this matter to the attention of the Union in writing. If the parties cannot reach an agreement on such accommodation, the provisions of Article X shall be available, and the Arbitrator shall consider the Employer's obligation and the Union's obligation (if any exists) under the Americans With Disabilities Act and under this Agreement, provided that no employee shall be displaced by such decision.

#### ARTICLE XIV. MANAGEMENT FUNCTIONS

It is the right of the Employer to unilaterally determine matters of inherent managerial policy and to implement

decisions with respect thereto, which include, but are not Limited to, the following: the right to determine services to be offered by its agencies; to establish its overall budget; to direct its employees; to determine the content of examinations, the necessary requirements to participate in the examination process, and the minimum qualifications for all positions; to discipline or discharge employees for proper cause; to relieve its employees from duty because of lack of work or for other Legitimate reasons; to maintain and improve efficiency of governmental operations; to determine the methods, means and personnel by which government operations or a unit thereof are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise control and discretion over its organization and the technology of performing its work.

This Agreement shall be construed however as requiring the Employer to follow the provisions of this Agreement in the exercise of the foregoing rights.

#### ARTICLE XV. DUTIES

All employees shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties. The assignment of duties not related to fire suppression, prevention, extinguishment and delivery of emergency medical services, including the maintenance of equipment and the customary house duties, shall be grounds for a grievance under Article X. Nothing in the above

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duties description shall limit assignments during emergency conditions and/or circumstances which threaten citizens' lives and/or property.

#### ARTICLE XVI. GENERAL PROVISIONS

##### Section 16T - Union Bulletin Boards

The Employer agrees to furnish suitable space for bulletin boards in convenient places in each work area to be used only by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The Union shall not use such boards for posting abusive or inflammatory or partisan political material.

All material shall be signed and approved by the authorized representative of the Union prior to posting.

##### Section 16.2 - Discipline and Discharge

A. Disciplinary actions instituted, by the Employer shall be for reasons based upon the employee's failure to fulfill his/her responsibilities as an employee. Where the Employer believes just cause exists to institute disciplinary action it shall have the option to assess the following penalties:

Oral Reprimand Written Reprimand  
Suspension Discharge

Any disciplinary action or measure other than an oral reprimand imposed upon an employee may be

appealed through the grievance procedure. The employee may file a written reply to any oral reprimand. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public, Any disciplinary action taken against a probationary employee shall not be subject to 16.2E below or to the grievance procedure.

B. The Employer agrees that employees shall be disciplined and discharged only for just cause. A copy of all suspension and discharge notices shall be provided to the Union. Discharge and disciplinary suspensions shall be subject to review under the grievance procedure up to and including arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification

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and appeal procedures specified in Chapter 25.1 of the Municipal Code and any City of Chicago Personnel Rules. Such contractual review procedures shall be the sole and exclusive method of reviewing all disciplinary action.

C. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed-upon as a grievance settlement or deemed appropriate by an Arbitrator.

D. Disciplinary actions recorded in the employee's personnel files shall not be used after twelve (12) months to justify subsequent disciplinary action except for a related offense.

E. The Employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee and just cause for discipline exists. It is understood that polygraph examinations will not be used by the Employer in any phase of disciplinary investigations.

Prior to taking any final, disciplinary action and concluding its investigation, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action. Copies of the following documents shall be given to the employee at this notification and review meeting'

1. Allegation of violations of Rules & Regulations
- 2 Statement of charges and specifications
3. Employee's initial statement of facts
- A. Acknowledgment of notification and review
5. Disciplinary officer's recommendation
- 6 Copies of the employee's pertinent past discipline

The employee shall be entitled to Union representation at such meetings and shall be given the opportunity to rebut the reasons for such proposed discipline

F. The Employer's personnel files, disciplinary history files, medical files and completed inactive investigative files, except for information which the Department deems to be confidential, shall be open and available for

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inspection and copying by the affected employee, or his Union representative with the specific written consent of the employee, during regular business hours.

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

#### Section 16,3 - No Acting Out of Classification and Emergency Manpower Shortages.

##### A. No Acting Out of Classification

No employee shall be required or volunteer to perform duties of any other rank or classification during the term of this Agreement except as set forth in Section 16.3B and/or 16.4'D of this Agreement.

##### B. Emergency Manpower.Shortages

To avoid the temporary shutdown of companies due to unexpected or unscheduled absences or incapacity that cannot be immediately covered' by detailing, overtime or holdover pursuant to Articles 9.2 or 5.6 respectively, members of the bargaining unit may be temporarily assigned to act in a higher or lower rank subject to the conditions enumerated below:

i. If acting in a higher rank the employee shall be compensated for the period of acting at the same rate he would earn if promoted to that higher rank or if acting in a lower rank then at the employee's regular rate of pay.

ii. The acting employee will perform the duties of the higher or lower rank or classification for a maximum of four (A) hours except in the following situations;

a. The acting employee is relieved by overtime assignment of an employee of the proper rank pursuant to Article 9.2 within the four (6) hours; or

b. If the four (A) hour of the acting period runs past midnight, the acting employee shall continue to act for the balance of the hour of duty.

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For the purposes of Section 16.3B the four (4) hour period shall begin from the time the shortage occurs if the company is in quarters, or from the time the company returns to quarters if the shortage occurs when the company is not in quarters. The Employer shall diligently attempt to fill the manpower in accordance with Article 9.2 during the four (A) hour period.

In the event that no employee is available for overtime recall pursuant to Article 9.2 the acting employee will continue to act for the balance of the tour of duty and the company will not be put out of service.

iii. In the Division of Fire Suppression and Rescue the senior person on the particular apparatus on the shift shall have priority for the acting assignment. Priority as to an acting assignment on ALS ambulances shall be to the senior person in the District on the shift.

iv. The District Chief or his designee immediately shall notify the Union by phone at its office advising as to the existence of any manpower shortage, the assignment of personnel to act in a higher or lower rank and/or recall of employees on overtime. If the event occurs during non-business hours, however, the District Chief or his/her designee will notify the Union by phone at the earliest opportunity on the next business day. In either case, as soon as possible, the District Chief or his/her designees also will cause to be made a written incident report covering the circumstances, including the action taken to comply with the collective bargaining agreement, and Forward the report simultaneously both to Department Headquarters and to the Union.

When an employee acts out of classification to fill a shortage occurring before 8:00 p.m. for a period longer than four (4) hours the Union and the Employer shall meet on the next regular business day to negotiate a solution to rectify this condition. It is agreed that the negotiations of the solution will proceed from the premise that the minimum manning provision shall be maintained and the shutdown of emergency apparatus avoided.

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## Section 16.4 - Minimum Manning

### A. Fire Suppression and Rescue

1. The vehicle and equipment manning complements which are currently maintained shall continue to be maintained at those levels (i.e., five (5) men on all trucks, engines and squad companies and on two (2) HazMat units [5-1-1 and 5-1-2]), and four (4) men on three (3) Command Vans, except as set forth in Section 16.4D.

2. At each airport on each shift the City shall maintain one (1) fire engineer and one (1) firefighter on each crash fire apparatus and also one (1) company officer per shift at each airport for all crash fire apparatus: except no firefighter need be maintained on the crash fire apparatus to which a company officer is assigned that day. These minimum manning requirements shall not be waived under the provisions of Section 16.4D which shall not be applicable to this Section 16.4A2.

.3. The number of fire companies shall be maintained and continue to be maintained at no less than those levels maintained on March 1, 2006 (for example, ninety-six (96) engine companies, sixty-one (61) truck companies, four (4) squad companies, two (2) HazMat units, the Fire Boat, and no less than three (3) Command Vans as well as the number of battalions on said date).

4. The daily on duty complement of platoon employees in the Air Mask Service shall remain no less than those on duty on January 1, 2010.

5. Effective upon contract ratification in 2014, for purposes of determining causes and origins of fires, no fewer than two (2) Certified Fire Investigators in the Office of Fire Investigations (O.F.I.) shall each be assigned to no less than three (3) vehicles on a daily basis in order that the Department may effectively and safely perform its responsibilities pursuant to the provisions of 65 ILCS 5/11-9-i and 425 ILCS 25/6.

6. a. Effective upon contract ratification in 2014, for water rescue and recovery, no fewer than two (2) pilots and two (2) certified

divers shall be assigned to no less than one (1) helicopter on a daily basis;

b. Effective upon contract ratification in 2014, for water rescue and recovery, no fewer than four (4) certified divers shall be assigned to the Dive Truck (687) on a daily basis, no fewer than four (A) certified divers shall be assigned to Fast Boat 689 on a daily basis when in service, and additionally, for the period April 1 through November of each year no fewer than four (A) certified divers shall be assigned to the fast boat (68B) on a daily basis. Fast Boats 688 and 689 shall be designated as ALS companies.

Effective upon ratification, permanent assignments on the "Fast Boats" (Unit Nos. 688 and 689) shall be subject to the bidding process set forth in Section 16.7.C.1. Employees who successfully bid on to the Fast Boats shall be considered permanently assigned and shall be assigned to the Fast Boats for the duration of the season that the Department deploys the boats, as set forth above. AiteQ^^^^

the employees shall be assigned to City-wide Relief until the commencement of the Fast Boat season the following year, at which time the employees shall resume their Fast Boat assignment, unless the employee bids for and receives another assignment.

c. Effective upon contract ratification, each squad shall be provided with NFPA approved PPE gloves.

## B. EMS and Ambulance Manning

Emergency Medical Services and ambulances shall be staffed as follows:

1. One (1) EMS Field Officer per EMS District on a daily basis with a minimum of eight (8) ambulances, (9) EMS Field Chiefs on a daily basis.

2. One (1) Paramedic and one (1) Paramedic-in-Charge or one (1) Ambulance Commander in each of sixty (60) or more ambulances on average on a daily basis over a one week period (Monday-Sunday), but not less than fifty-seven (57) ambulances on a daily basis; provided that if due to exceptional circumstances on a given day fifty-seven (57) or more ambulances cannot be maintained in service, or if

the ambulance cannot be maintained in either or both instances and the Union shall meet with the Employer on the next regular business day to discuss the reason for the problem and steps to be taken to avoid a repetition.

Effective September 1, 2014, one (1) Paramedic and one (1) Paramedic-in-Charge or one (1) Ambulance Commander in each of seventy-five (75) or more ambulances on a daily basis over a one (1) week period (Monday-Sunday), but not less than seventy-seven (77) ambulances on a daily basis; provided that if due to exceptional circumstances on a given day seventy-two (72) or more ambulances cannot be maintained in service, or if seventy-five (75) or more ambulances per day by weekly average cannot be maintained in service, the Union shall be notified in either or both instances, and the Union and the Employer shall meet on the next regular business day to discuss the reason for the problem and steps to be taken to avoid a repetition.

3. The EMT-B employees shall be detailed to the ambulances referenced in 16.AB2b above. The most senior EMT-B employee on each of these ambulances for the day shall be paid at the employee's next pay step and shall be in charge and responsible for any necessary documentation. Such pay for such employees at Step 6 and over shall be no less than the monetary equivalent of the percentage difference between Appendix B, Steps 5 and 6. It is provided that no EMT-B employee shall be detailed to any of these ambulances more than six (6) (effective upon contract ratification, four (4)) of the employee's duty days in a calendar quarter (January-March, April-June, July-September, October-December).

Upon the implementation of new paragraph 16.A B.2, on September 1, 2014, current subparagraphs 16.4.B.2.a, 16.4 B.2.b, and 16.4.B.3 shall be of no further force or effect.

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4. When required, an EMT-P and/or an EMT-B on an ALS Engine Company shall assist on an ambulance, in which case the ALS Engine shall accompany the ambulance to the hospital. Effective September 1, 2014, this subparagraph shall be re-designated as subparagraph 3.

5. When more than one FF/EMT-B or FF/EMT-P are assigned to an ALS or BLS fire company on the same duty shift, the Employer shall have the EMT-P's and EMT-B's rotate within their classifications as the "designated" EMT-P or "designated" EMT-B. Effective September 1, 2014, this subparagraph shall be re-designated as subparagraph 4.

C. Cross-Training Program

Employees who achieve dual certification will receive incentive pay as set forth herein.

1. Recognizing that the Division of Emergency Medical Services within the Department is staffed with employees not only specializing in medical service, but highly trained in the nonemergency, non-medical operating procedures of the Department, a program will be established to include in each Fire Fighter Candidate Class, a complement of Certified Chicago Fire Department Emergency Medical Services uniformed personnel. Each candidate Fire Fighter Class, certified by the Department of Personnel from a Fire Fighter entry level eligibility list, shall include a minimum of 10% (ten percent) of such Emergency Medical Services Personnel on the Fire Fighters eligibility List Those selected in this manner shall be selected on the basis of seniority.
2. Emergency Medical Services personnel, irrespective of grade, who become Fire Fighter candidates and those who become Fire Fighters shall get credit for service rendered as EMS personnel in terms of seniority and step, but shall be paid as cross trained Firefighter/Paramedics and shall be entitled to their normal step increases. Promotion to high rank/classification shall be treated in accord with promotional/pay procedures.
3. EMS personnel who become cross-trained fire suppression employees shall, as a condition of continued employment, maintain

their Paramedic certification for a period of seven (7) years from the date of completion of Academy training. Cross-trained EMS personnel who maintain dual certification shall be paid at no less than F2 pay rate 7.5%,

effective January 1, 2015 8.5% over the pay rate to which, they are otherwise entitled, whichever is higher.

h. To meet necessary manning requirements and operational needs, the Employer may detail cross-trained dual certified personnel on fire apparatus or ambulances. Such personnel detailed to an ALS ambulance shall act as the paramedic/driver and the EMS paramedic assigned or detailed to that ambulance shall act as the P.I.C.

5. Under Section 16.7 cross-trained personnel who maintain dual certification may bid upon and be assigned to any position for which they are qualified; except, dual certified personnel in the ranks or classifications of Fire Engineer, Lieutenant, Captain or Battalion Chief may not bid to Ambulance Companies.

6. (a) Employees voluntarily participating as cross trained dual status employees and receiving the salary for the classified/graded position may opt out of participation on the July 1<sup>st</sup> or February 1<sup>st</sup> closest to their anniversary date on which participation commenced by notifying the Department in the preceding October for February withdrawals and in the preceding March for July withdrawals. Employees must have participated in the program at least two (2) years from such anniversary date. Effective when participation ceases they shall forfeit the cross trained classification/grade for such position and shall be paid as otherwise provided in Appendix B of the current labor agreement for his/her non cross trained classification/grade.

Employees who choose to voluntarily opt in and participate as cross trained dual status employees may do so by notifying the Department of their intent to opt in on February 1<sup>st</sup> of each year by notifying the Department the preceding October or by notifying the Department of their intent to opt in on July 1<sup>st</sup> by notifying the Department during the preceding March of each year in addition, effective January 1, 2007. employees who are currently participating as cross trained dual status employees will have their anniversary dates adjusted to either February 1<sup>st</sup> or July 1<sup>st</sup> of the year that then current contract expires.  
Dates

will be adjusted in order to ensure that no employees contract is extended beyond the two (2), five (5) or seven (7) year term, or any other subsequent term, that they initially agreed to. Employees will be notified by the Department of the expiration date of their contract no less than sixty days prior to said expiration.

Notification will include information on the required process to renew their contract. Employees who fail to renew their contract prior to the end of their contract term will be dropped from participation and forfeit the cross trained classification/grade for such position and shall be paid as otherwise provided in Appendix B of the current labor agreement for his/her non cross trained classification grade.

b) Any cross-trained dual status employee who loses his/her EMT-B or EMT-P license will at the time of such Loss forfeit the cross-trained classification/grade for such position and shall be paid as otherwise provided in Appendix B for his/her non cross-trained classification/grade.

c) Employees participating as cross-trained dual status, employees who opt out of participation (as provided in (a) above), or who lose their EMT-B or EMT-P license will be detailed from their ALS fire companies on a rotating basis with other non-EMT-B and non EMT-P employees to another fire company on a daily basis if necessary, to maintain the minimum number of EMT qualified employees on the ALS fire company.

d) The requirement in Contract Section 16:4C3 that EMS

d) personnel who become cross-trained fire suppression

d) employees shall, as a condition of continued employment,

d) maintain paramedic license for a period of five (5) or seven (7)

d) years shall be interpreted to mean that such employees may

d) not voluntarily relinquish their paramedic license for the

d) referenced period of time. The requirement does not apply to

d) any such employees who lose their paramedic license.

d) Further, upon completion of the five (5) or seven (7) year

d) period, these employees may continue voluntary participation

d) as cross-trained dual status employees, or opt out as provided

d) in (a) above. Any EMT employee who loses his or her license

d) shall be eligible for an unpaid leave of absence for up to

d) one-hundred-eighty (180) days or twenty (20) months in order to

d) regain such license. The leave of absence may be denied in any

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situation if) which the Department takes disciplinary action a \_\_ga[ns!Jjie^rnp.lo.ye.eJ.or reasons other than sotely connected to the loss of the license.

7. Cross-trained duaf status employees above the position of firefighter from time to time may be required to perform EMS duties as an EMT-B or EMT-P, and such shall not be considered a violation of Contract Section 16.3A.

#### D. Variance

3; The minimum manning requirements of Section 16.AA shall be waived after all detailing has been accomplished (the City may exercise wide discretion to cover vacancies provided it follows the information requirements set forth in subparagraph c below) to the extent of one person per company, to a maximum of fifteen (15) positions at any one time.

b. In addition, the restrictions on acting out set forth in Section 16.3, shall also be waived to a maximum of fifteen (15) at any one time,

- i) within a fire company for the position of Engineer and above.
- ii) within an ambulance company.for the position of Paramedic-in-Charge and above,
- iii) within the Bureau of Operations for the position of Battalion Chief and
- iv) within the Bureau of Operations for the position of Field Chief, and the most senior qualified of the available employees within the company, or within the District (in the case of Battalion Chief or Field Chief) shall act out and be compensated for the period of acting at the same rate he would earn if promoted to that higher rank (or at his/her own regular rate if higher than the rank of the position in which he/she is acting). Whenever feasible, the employee selected shall be from the same Company or the same District (in the case of Battalion Chief or Field Chief.) where that office or vacancy exists; however, lhe ultimate determination and selection of the appropriate employee to filI the acting out of classification vacancy shall be left to the discretion of the De pari men!

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c.The Company or District in which the absence occurred, as specified in paragraph 16.4D(a), does not have to be the Company or District which operates with minimum manning or an acting out of classification variance (i e., the City may detail employees from one company or District to another to cover the particular vacancy at its discretion}. However, the Union shall be notified on a daily basis when ihe original permitted absence occurred and the reason for the absence and the Company or District in which such absence occurred, as well as the Company or District in which the minimum manning or acting out of classification variance was exercised.

d.l(a) Notwithstanding the manning and acting variance

maximums of fifteen (15) each, set forth respectively in subparagraphs a, and b. above, it is provided that the maximum number of manning variances (as set forth in subparagraph a) may be increased up to an

additional fifteen (15) (to a total of thirty (30)) at any one time, and the maximum number of acting variances (as set forth in subparagraph b) may be increased up to an additional fifteen (15) (to a total of thirty (30)) at any one time. This exception is expressly conditioned upon the strict requirement that there shall be no more than thirty (30) variances in the aggregate (manning and acting) used at any one time, and that for each manning variance over fifteen (15) used at any one time, the number of acting variances shall be reduced by one, and for each acting variance over fifteen (15) used at any one time, the number of manning variances shall be reduced by one. (For example, if at any one time nineteen (19) manning variances are used, only eleven (11) acting variances may be used; if at any one time twenty (20) acting variances are used, only ten (10) manning variances may be used, and vice versa).

(b) Notwithstanding the manning and acting variance maximums of fifteen (15) each, set forth respectively in subparagraphs a. and h. above and subparagraph d.l.(a) above, effective August 1, 2011, it is provided that the maximum number of manning variances (as set forth in subparagraph a) may be increased up to an additional twenty (20) (to a total of thirty-five (35)) at any one time, and the maximum number of acting variances (as set forth in subparagraph b) may be increased up to an additional twenty (20) (to a total of thirty-five (35)) at any one time. This exception is expressly conditioned upon the

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strict requirement that there shall be no more than thirty-five (35) variances in the aggregate (manning and acting) used at any one time, and that for each manning variance over twenty (20) used at any one time, the number of acting variances shall be reduced by one, and for each acting variance over twenty (20) used at any one time, the number of manning variances shall be reduced by one. (For example, if at any one time twenty-two (22) manning variances are used, only thirteen (13) acting variances may be used, and if any one time twenty-four (24) acting variances are used, only eleven (11) manning variances may be used, and vice versa;)

2. It shall not be necessary for the remainder of an employee's shift to rehire for that employee who, during the employee's shift, is removed from attending to his duties on or after 1:00 p.m to seek medical attention because of a non-duty-related injury or illness.

3. Notwithstanding subparagraphs a., b., c, d.1, and d.2 above, When an emergency exists as determined by the Fire Commissioner, and relates to possible or actual structural fire activities each truck, engine and squad company shall be manned with no less than five (5) personnel and the Section 16-4 D.b exception to Section 16.3B shall not apply.

4. Under no circumstances shall any engine company, truck company, squad company or HazMat unit 5-1-1 or HazMat unit 5-1-2 operate with less than four (4) employees. Further, no ambulance will operate with less than two (2) employees, and three (3) Command Vans shall operate with no Less than four (4) employees.

e. The Union will be notified within 48 hours in writing of the use of variances to manning and acting, and in the event that a manning or an acting variance is used by the City in excess of the maximum number permitted, the employee or employees on the top of their respective Overtime Distribution Lists shall receive pay for the period involved (not less than 12 hours) at 2

% (two and one-half) times their hourly rate.

#### Section 16.5 - Residency

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AU employees covered by this Agreement shall be actual residents of the City of Chicago.

in an arbitration, the Union may not challenge the validity of the residency law or requirement. However, it may assert that an employee discharged for failure to meet the residency requirement was not discharged for "just cause," if it can be shown that other City employees similarly situated who also fail to comply with the residency requirement were either not discharged or suffered lesser penalties. In that circumstance, the factual questions together with the question of just cause and whether the discharge was discriminatorily based are matters for the Arbitrator.

#### Section 16.6 - Mileage Allowance

Employees in the Fire Prevention Bureau shall be paid the current IRS rate to a maximum of \$350.00 per month. An employee who receives such compensation shall provide proof of insurance coverage as specified in the Classification and Pay Plan (Automobile Allowance, Provisions "F").

The maximum reimbursement shall be \$550.00 per month. Thereafter, the maximum reimbursement shall increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest \$5.00 increment. In addition, should the maximum mileage allowance for any employees represented in other bargaining units recognized by the City be increased further during the term of this Agreement, Local 2 represented employees shall also receive the monthly dollar increase

Mileage allowance shall normally be received by the employee within thirty (30) days of the date on which the employee's mileage claim is submitted.

#### Section 16.7 - Permanent Assignments and Transfers

A. The Employer agrees that permanent job positions shall be defined as all bargaining unit job positions which are covered by this Agreement.

B. All employees shall be eligible for and maintain a permanent job classification and/or rank assignment within the respective bureaus and districts of the Fire Department.

C. Permanent Assignments and Transfers

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1. Vacancies in a permanent assignment for any reason, including but not limited to any due to an assigned

employee's retirement, resignation, promotion, transfer, death, discharge for cause', authorized leave of absence in excess of three (3) months, and any due to newly created assignments or positions in the Bureau of Operations, Bureau of Fire Prevention, and Bureau of Support ' Services shall be filled on the basis of seniority. Such assignment vacancies in the classifications and/or ranks of Firefighter, Lieutenant, Captain and Battalion Chief in the Bureau of Fire Prevention shall be filled on the basis of seniority by geographically designated offices in that Bureau, (i.e., South, West, North, Central and North Kedzie). It is provided, however, that upon the posting of reasonable job qualifications, such qualifications to be determined by the Employer, for the positions of Training Instructor, Training Officer, Fire investigations, Squads, Hazardous Material Unit, Air Mask Service, Equipment and Supply, Communications Van and Air Sea Rescue, such jobs shall be filled on the basis of seniority by employees who have such qualifications. It is also provided that vacancies in permanent assignments on ALS Fire Companies shall be referenced separately as ALS Fire Companies on the posted lists of vacancy assignments: however, when an ALS Fire Company has a sufficient number of EMT qualified employees (which shall be fifteen (15) qualified employees), then the senior bidder, whether or not EMT qualified, shall be assigned to the ALS Fire Company.

2. Notwithstanding the aforesaid, the following assignments or positions all of which require the use of specialized training or skills based upon reasonable minimum job qualifications, the content of which is to be determined by the Employer, need not be filled by the Employer based on seniority, though the Employer shall take seniority into account:

- Research and Planning
- District Aide
- Non-Exempt Administrative Positions
- Personnel
- E.P.D.S.
- Inspection & Audits
- Helicopter Pilots
- Finance & Fiscal Management
- Records
- Property Management

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- Building Maintenance
- Fire Communications
- Photo/Media Unit

3. Within the first two (2) weeks of the months of January, April, July and October, the Employer shall post a list of any and all assignment vacancies in all departmental work areas with a copy delivered to the Union. Effective upon the date of contract ratification, within the first two (2) weeks of each of the months of January, May and September, the Employer shall post a list of any and all assignment vacancies in all departmental work areas with a copy delivered to the Union. Employees within the same job classification and/or rank desiring a transfer or permanent assignment shall make a transfer application for the vacancy or vacancies of their choice, a copy of which shall be delivered to the Union and the applicant. Member choices on the transfer application. The Employer shall grant the transfer or permanent assignment to the successful applicant having made application within fifteen (15) days of the vacancy list being posted except where a

different assignment is dictated by bona fide operational needs of the Department. Such exception shall not exceed seven percent (7%) of the number of permanent assignments made in each transfer order. Effective upon the date of the Transfer orders shall be posted within fifty-five (55) days from the date the vacancy list is closed. Concurrent with the posting of the transfer order the Employer will identify on the order the number and rank of the employees transferred to a permanent assignment which are to be charged against the exception. For the term of this Agreement the original assignment of candidates to active companies shall not be charged against the exception. The original assignments of candidates shall take place after the posting of the transfer order (i.e., not more than thirty (30) days thereafter) and before the posting of the next vacancy order. Any vacancy not bid upon shall be assigned to employees in relief positions, in accordance with Section 16.7D of this Agreement. The City shall post a list of non-ALS fire companies that are scheduled to become ALS fire companies and the dates they are scheduled to become ALS fire companies well in advance (at least ninety (90) days) of the dates, so that employees can have sufficient time to decide whether and when to obtain EMT-B and/or EMT-P license, and/or to transfer.

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U. The duties of Battalion Aide and the Deputy District Aide shall be performed by an employee permanently assigned to a designated company housed with the Battalion Chief or Deputy District Chief. When vacancies exist in the designated company housed with the Battalion, the Battalion Chief or Deputy District Chief may request a single employee to be permanently assigned to the company for the purpose of assuming the duties of Battalion Aide or Deputy District Aide and said selection shall be without regard to seniority. The Battalion Aide or Deputy District Aide shall be detailed from such permanent assignment to perform the duties of Battalion Aide or Deputy District Aide at the option of the employee and with the approval of the Battalion Chief or the Deputy District Chief. Such detail shall last for thirty (30) day periods which may be extended by mutual agreement of the aide and the Battalion Chief or Deputy District Chief. It is specifically provided, however, that such detailing shall not be an exception to the minimum manning requirements.

■5: Both: probationary employees assigned and employees transferring into Airport Operations must be Airport Rescue Firefighter certified within fifteen (15) months from such assignment. Failure to obtain certification within fifteen (15) months shall require a firefighter to request a transfer. Except for employees hired before 1995, after appropriate training, an employee assigned as an airport driver fails to obtain Red-Stripe within eighteen months, that employee, will be detailed out of that assignment and not be eligible to be assigned to (1) ...year,

#### D. Relief Positions

1. Relief Positions shall not be considered permanent assignments. An employee who does not receive a permanent assignment after three (3) successive transfer orders may be assigned to any permanent vacant position remaining on the third transfer order after all other requests have been granted, provided, however, that the Employer shall assign the employee to any permanent vacant position remaining on the third transfer order that is closest to the employee's residence, and provided further that the employee may bid for a permanent assignment on the next transfer order without regard to the

one (1) year limitation If more than one employee is

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subject to this assignment, the employee(s) on relief the longest will be the first assigned.

2. Subject to the foregoing, relief positions shall operate out of the districts rather than headquarters, except in the rank of Battalion Chief and EMS Field Officer which shall operate out of bureau/headquarters, Effective upon contract ratification, following graduation from the Academy EMS probationary employees shall be assigned to relief positions for a period of (9) months, and upon promotion to the ranks of Paramedic-in-Charge and Ambulance Commander, employees shall be assigned to relief positions. E.M.S. relief positions shall operate out of E.M.S Field Divisions. Initial promotional assignments to relief positions shall be made by the Employer; except that before promotional assignments to relief positions are made, employees then in relief positions and employees in forty (40) hour permanent positions may bid for two (2) and on the basis of seniority receive a minimum of 60% of the relief positions to be filled. Bids shall be closed fifteen (15) days after posting.

3. It is further provided, that any increase or decrease in the number of Bureaus or Districts or the restructure of any Bureaus or Districts deemed necessary by the Employer which would necessitate a decrease, expansion or rotation of relief positions shall without limitation entitle the senior relief employee(s) to opt for a change to any involved positions of his/her choice.

h. The Department will administer the following policy; When the Employer determines that there is an excess on a shift by Daley Day within a District, the least senior relief employee shall be moved unless a more senior relief employee assigned to the shift and Daley Day where such excess exists opts for the change, in which case the senior employee shall be moved. Any dispute in administering this policy shall only be resolved pursuant to discussions between the Business Agent and the District Chief or his designee.

5. When the Employer determines that there is an excess in a rank of E.M.S employees on a shift within a Field Division, the least senior relief employee shall be moved unless a more senior relief employee assigned to the shift where such excess exists opts for the change, in which case the senior employee shall be moved. Any dispute in administering this policy shall only be resolved

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pursuant to discussions between the Union Business Agent or Director of EMS and the Deputy Chief Paramedic or his/her designee.

E. The transfer of an employee to a vacancy or assignment of his choice, either pursuant to Section 16.7C or the second and third paragraph of Section 16.7D, that results in the working of successive shifts or a Daley Day change, shall constitute an exception to Section 4.1 of this Agreement.

F. No employee shall be transferred or detailed for punitive reasons.

Section 16.8 - Contracting and Subcontracting of Work

The Employer recognizes the integrity of the bargaining unit. It is intended and understood that the work described herein, which encompasses all the work of the Fire Department in all of its Bureaus and facets is exclusively the work of bargaining unit employees and, except as otherwise provided, shall be performed by bargaining unit employees.

During the term of this Agreement the Employer shall not contract out, subcontract, or in any manner transfer out or assign to others any work performed by employees covered in this Agreement, except in the case of an emergency involving a natural or human disaster, or where non-bargaining unit personnel or persons have performed such work since January 1, 1934. Further non-bargaining unit personnel or persons may only perform such work or work similar and related to that which they performed since January 1, 1934, strictly provided that any work performed by non-bargaining unit personnel or persons shall not limit any bargaining unit employee's promotional opportunities, cause any bargaining unit employee's classification to be lowered or eliminated, or cause any bargaining unit employee to be laid off or displaced.

The terms "contract out" or "subcontract" shall include any agreements requiring work by employees to be performed outside the corporate limits of the City of Chicago or the use of other employees of the City or any other City, business, etc, to perform the work of the bargaining unit members.

#### Section 16.9 - Protective Gear and Clothing Allowance

A. The City shall furnish to all uniformed members of the firefighting services, as prescribed and/or directed by the Fire Commissioner and consistent with the provisions of Section 12.2, dress uniforms, work clothes, and protective clothing and gear, which shall be replaced at the

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City's expense when worn out through normal use or destroyed or damaged beyond repair. Replacement will be accomplished by the Department as soon as possible and shall be made on an exchange basis, except for a new issue for which no exchange will be necessary. The Employer is not responsible for replacing items lost or stolen. All clothing, except bunker gear, helmets, fire boots and dress uniforms shall be considered used up after five years:

B Effective January 1, 2021, all platoon employees will receive the sum of \$1,250.00 \$1,400.00 per year, \$625.00 \$700.00 payable on or before March 1st, and \$625.00 \$700.00 payable on or before September 1st. After the effective date of this Agreement;

C. Effective January 1, 2021, all forty (40) hour employees will receive the sum of \$1,590.00 \$1,650.00 per year, \$750.00 \$825.00 payable on or before March 1st and \$750.00 \$825.00 payable on or before September 1st, for cleaning and maintenance of dress uniforms, work clothes and protective clothing.

D. Effective January 1, 2021, employees in the division of Fire Suppression and Rescue shall be provided with two (2) sets of personal protective equipment

Section 16.10 - Hook and Ladder, Squad Drivers, ALS Ambulance Drivers, TiUerman, Shop Apparatus, Ancillary Apparatus

The Employer shall pay the regular Driver and TiUerman of Hook and Ladder Companies. Drivers of Squad Companies, Communications Vans, "B" ticensed repair shop drivers (fire fighters permanently assigned to the repair shop), Helicopter Pilots, ALS Ambulance Drivers and Drivers of Ancillary Apparatuses at the employee's next pay slep It is provided, however, that such drivers' pay for employees at step 6 and over shall be no less than the monetary equivalent of the percentage (%) difference between Appendix B, steps 5 and,6. The requLar driver of the Company shall be the employee selected by the Company Officer anci whose duties normally encompass driving the apparatus or squad.

Section 16.11 - Training

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A- The Employer and Union are committed to the principle of training for all employees in order to improve the efficiency and effectiveness of the Fire Department. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of municipal services within the Fire Department. Training shall be scheduled by the Fire Commissioner or his designee. The Employer will furnish training to the extent it determines necessary and possible in keeping with operational needs and manpower scheduling, for employees interested in becoming qualified for positions of Training Instructors. Air Mask Service, Air Sea Rescue and Squads. Employees will attend training sessions during their normal hours of duty. Training will be scheduled in a manner which does not undermine or erode the minimum manning standards established in this Agreement.

For the purpose of training, the Employer may schedule for up to eight (8) hours (normally"to take place between 8:00 a.m. and 4:00 p.m.) on a. platoon shift during normal duty hours, a total of thirty-five (35) firefighters,,engineers and.officers, and of this total up to fifteen (15) may \*be officers.

1. It is provided, however:

- a. Such training shall take place within the County of Cook, Illinois, or the Great Lakes Naval Training Center in Lake County. Illinois.
- b. The Employer shall notify employees who are to report for training at locations other than their normal company assignments, no later than their duty day prior to the duty day when they are to report for such training.
- c. At the conclusion of their day's training assignment, employees shall report back to their normal duty assign ment.
- d. During the training period and until, employees report back to their normal company assignments (but nc longer than two (2) hours after the training), the truck and engine companies to which these employees are assigned shall ■ operate with no fewer than four (4)

employees.

2. U is further provided:

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a. Employees who act in place of an engineer or officer during such training, and until the engineer or officer returns, shall be compensated for that period of acting at the same rate the employee would have earned if promoted to the higher rank. Whenever feasible the employee selected shall be from the same Company or same District (in the case of Battalion Chief or Field Chief) where that office or vacancy exists; however, the ultimate determination and selection of the appropriate employee to fill the acting out of classification vacancy shall be left to the discretion of the Department.

b. Any such training on a Saturday shall be up to four (4) hours and no such training shall take place on Sundays and holidays.

c. No such training shall be scheduled or take place, and if cancelled employees shall be directed to report back to their normal company assignments, when:

i. the temperature is projected to reach or reaches 20° Fahrenheit or below for Chicago as determined by the National Weather Service; effective July 1, 2014, unless the training is held indoors in a climate controlled facility;

ii. the temperature is projected to reach or reaches 90° Fahrenheit or greater for Chicago as determined by the National Weather Service; effective July 1, 2014, unless the training is conducted indoors in a climate controlled facility:

iii. during inclement weather as determined by a superior officer;

iv. during Fire Prevention Week; or

v. ordered by a superior officer.

3 For any non-compliance by the City with respect to exceeding the number of employees permitted for training, the locations, the periods of time or the dates for training, the employee or employees on the top of their respective Overtime Distribution Lists shall receive pay for the

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period involved (not less than four (4) hours) at two and one-half (2 1/2) times their hourly rate.

A. The Employer and Union shall each name three (3) representatives to a training committee. Such

committee shall ■ meet and discuss ways to improve training and may, by mutual agreement, make recommendations to the Fire Commissioner. The Commissioner shall promptly issue a report as to his views as to the Committee's recommendation. Members of the training committee shall be provided with access to training materials and curriculum, and shall be allowed to monitor training sessions on their off days conducted prior to or concurrent with the training committee's meetings in order to facilitate the committee's work.

B Employees upon their voluntary request shall be permitted to attend non-required and non-mandatory-job-qualification educational functions or seminars at the Fire Academy during off duty hours and without additional pay. There shall be at least ten (10) days written notification to all work locations prior to such educational functions or seminars.

### C. EMT-B/EMT-P Training

1. The City shall provide EMT-B training which shall be mandatory for new hires, who shall be required to be licensed by the State of Illinois as an EMT-B prior to the end of their nine (9) months as a probationary employee.
2. For non-probationary employees interested in obtaining an EMT-B license, off duty EMT-B training will be available through the Chicago City Colleges, and such employees shall be given the opportunity to function in the Chicago EMS System

### Section 16.12 - Medical Benefit Letter

Upon written request the Employer shall furnish to all employees who in the course of their employment are injured or become ill resulting from the performance of their duties, a statement showing the period of absence and the amounts received during the period of absence due to such injury or illness. Upon written request the Employer shall also provide to each occupational or duty disability retiree the same statement as above covering the period of absence due to the injury or illness prior to retirement.

The Employer will continue to furnish these documents upon request of the employee until the Internal Revenue Service concludes that they are of no value for tax purposes.

### Section 16.13 - Indemnification of Employees

#### A. Employer Responsibility

The Employer shall be responsible for, hold employees harmless from and pay for damages or monies which may be adjudged, assessed, or otherwise levied against an employee covered by this Agreement, subject to the conditions set forth in Section 16.130

#### B. Legal Representation

Employees shall have Legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

#### C. Cooperation

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or Litigation of any claim arising under this Section.

#### D. Applicability

The Employer will provide the protections set forth in Sections 16.13A and 16.13B above so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 16.13C with the City of Chicago in defense of the action or actions or claims.

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#### E. Indemnification

Any obligation of the City of Chicago to indemnify employees for punitive damages assessed, adjudged or otherwise levied shall be based upon City Ordinances and/or State Statutes providing for such indemnification.

#### Section 16.14 - Special Compensation Time

If, as a result of a declaration by the Mayor, all employees of the City of Chicago except for Police and Fire Department employees are given a day off or portion thereof with pay, then all employees covered under this Agreement who are required to work during such excused time shall be given additional pay at the straight-time hourly rate for all the hours that normally would have been worked by such other City employees.

#### Section 16.15 - Specialty Pay

The following employees shall receive specialty pay equal to five percent (5%) of their annual salaries:

- Hazardous Material Technicians
- Certified Divers

Pro-rata payment shall be made quarterly in January, April, July and October.

Newly hired employees may not receive Hazardous Material Technician specialty pay until commencement of Step 4 in the salary schedule.

The City shall maintain no fewer than 200 Certified Divers at any one time, In the event an employee is detailed or assigned to a unit or assignment where the employee is required to dive, the employee shall receive Diver Specialty Pay upon becoming a Certified Diver regardless of the number of Certified Divers then receiving Specialty Pay. Under no circumstances shall the Department require or permit an employee to dive who is not a Certified Diver' Provider! further, no employee who is receiving this Specialty Pay as of the date of contract ratification shall be removed from the roster of employees receiving this Specialty Pay i e regardless of whether there is an excess of 200 Certified Divers

#### ARTICLE XVII. RULES AND REGULATIONS Section 17.1 -

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A. The Union agrees that it and its members shall comply, in full, with all Fire Department Rules and Regulations and Practices and Procedures that are not in conflict with the provisions of this Agreement.

B. The Employer shall name three representatives and the Union shall name three representatives to sit as a committee to review the existing Fire Department Rules and Regulations. Such committee shall meet promptly and may by mutual agreement make recommendations to the Fire Commissioner. The Fire Commissioner shall promptly issue a report as to his views as to the committee's recommendations.

#### Section 17.2 -

New or revised rules and general orders having the effect of changing a rule or regulation may be established from time to time by the Employer Any such new or revised rule(s) or general order(s) shall be posted ten (10) days before they become effective or enforceable. Where possible, the Employer shall endeavor to discuss proposals for new rules and regulations and general orders with the Rules and Regulations Committee prior to posting.

#### Section 17.3 -

The Employer agrees that the uniform rules and regulations of the Fire Department are to be fairly and equitably administered and enforced. Any employee shall have the right to appeal to the grievance procedure for violation of this clause.

#### Section 17.4 - Career Service Exemption

Chapter 2b\1 of the City Code and the rules and regulations promulgated thereunder by the Department of Personnel shall continue in effect to the extent that they are not inconsistent with or in conflict with the provisions of this Agreement.

## ARTICLE XVIII. SAVINGS CLAUSE

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

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## ARTICLE XIX. GUARANTEE OF TERMS

The Employer agrees that this Agreement shall be immediately submitted to the City Council of the City of Chicago for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. Such action by the Council shall commit the City of Chicago to enact no subsequent ordinances, executive orders or rules and regulations having the force and effect of law which would impair the binding effect of or make unenforceable the terms of this Agreement.

## ARTICLE XX. DURATION. AND TERMINATION Section 20,1 - Notice

Notification;for a Suuccessor Contract

This Agreement and each of its provisions shall be effective as of July-T, 2-9-15 July 1, 2017. and shall continue in full force and effect until June-30-; 29-17 June..30... 2021, and thereafter, unless either party notifies the other in writing by Febr-uar-y-V-2017 February 1.2021 or ninety (90) days prior to any June 30<sup>th</sup> anniversary date thereafter that it desires to modify or amend this Agreement. Negotiations shall commence by MaFeh-V2Q17 March 1.2Q21 and shall continue for a period of sixty (60) days until May-1; -2-0-1-7 May 1, 2021. The parties may extend the negotiation period by mutual agreement.

## Section .20.2 - Impasse Resolution - Binding Arbitration Board

In the event that disputed items cannot be resolved during the negotiation periods under Section 20.1, all disputed items shall be referred to a three- , person (3) Arbitration Board, one member lo be selected by each of the parlies and the third member to be jointly agreed-upon by the parties, using the same procedures specified in Article X for the selection of a neutral Arbitrator who shall be a member of the National Academy, The Lerms decided upon by the Arbitration Board shall be submitted as provided by applicable state law, except:

(a) regardless of when or if any demand for mediation or interest arbitration is served by one party on the other, or when or if the parties mediaie or when any service of a demand for interest arbitration is made, the Arbitration Board shall have express authority and jurisdiction to award changes in wages, benefits and all forms of compensation retroactive to July-T.- -291? July 1. 2021: and

b) that the Arbitration Board will have the authority to consider a party's final offer on one or more issues, economic or non-economic, that is/are combined as a package offer or a party's alternative offers, provided that such offers are submitted prior to the completion of any evidentiary hearing. The terms of the current Agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures; and

c) neither party may demand or invoke arbitration or serve any demand for interest arbitration upon the other party before January 1, 2019 January 1, 2022, except further, however, as provided in Section 5.1.B.(c) either party may demand and invoke interest arbitration at any time following the ninety (90) day period or agreed to extension as set forth in Section 5.1.B.(c).

#### Section 20.3 - Ratification and Enactment by the City Council

If the parties reach a complete agreement as to the items for negotiation at the end of either negotiation period (Section 20.1.A or 20.1.B), the following procedure shall apply;

- i. The Agreement will first be presented to the Union membership with Local No. 2's Executive Board's recommendation for ratification.
- ii. Within fifteen (15) days after ratification by the Union membership, the Agreement will be submitted to the City Council of the City of Chicago, with the Fire Commissioner's and Mayor's recommendation for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. The Employer and Union shall cooperate to secure this legislative approval.
- iii. In the event the City Council should reject the recommended Agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and determine whether any modifications can be made to secure the Council's approval: thereafter, either party may invoke arbitration in accordance with Section 20.2 upon ten (10) days written notice to the other party.

For purposes of this Section, rejection by the City Council will be in accordance with applicable state law.

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## Appendix A - Confidential Employees

A maximum number of thirty-five (35) employees may be excluded from the bargaining unit as confidential employees.

Appendix B - Salary Schedules

Key for Salary Schedule for Uniformed Fire Department Positions

FI            Firefighters and Paramedic Rate

F1B	Cross-Trained Dual Certified Firefighter EMT-B Rate
F2	Cross-Trained Certified Firefighter EMT-P Rate (Old Firefighter/Paramedic Title)
F3	Firefighter Administrative Assistant Rate
F3B	Cross-Trained Dual Certified Firefighter Administrative Assistant EMT-B Rate
F3P	Cross-Trained Dual Certified Firefighter Administrative Assistant EMT-P Rate
F3A	Fire Engineer and Paramedic-in-Charge Rate
F3AB	Cross-Trained Engineer EMT-B Rate
F3AP	Cross-Trained Engineer EMT-P Rate
F4	Fire Lieutenant Rate
F4B	Cross-Trained Fire Lieutenant EMT-B Rate
F4P	Cross-Trained Fire Lieutenant EMT-P Rate
F5	Fire Captain and Paramedic Ambulance Commander Rate
F5B	Cross-Trained Fire Captain EMT-B Rate
F5P	Cross-Trained Fire Captain EMT-P Rate
F6	Fire Battalion Chief Rate and Paramedic Field Chief Rate
F6B	Cross-Trained Battalion Chief EMT-B Rate
F6P	Cross-Trained Battalion Chief EMT-P Rate

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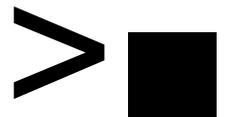
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## Appendix G-Equal Opportunity

### Section 1 ^Compliance with Court Settlements and Decrees

The City of Cliicago will immediately lake, all action necessary to assure compliance with agreements reached ami-decree-\* issued in court proceedings aft'ecmig luring, promotion and other employment policies of the Fire Department. In addition, to the extent not specifically required by, arid not inconsistent with, such agreement? or decrees, and to the fullest extent consistent with applicable law, the Department wUI implement the policies and programs set forth in the folio wing paragraphs.

#### Section 2 - lining and Recmitment

##### A. Goals

The parties agree that hiring and recniitrneLit programs of the Fire Department shall have as a goal to achieve in the shortest possible lime a total force in winch approximately thirty percent shall be Black and fifteen percent Hispanic. To this end, the Jiiring and recruitment programs should aim to assure that at least 45% of all recruits added to the force hereafter shall consist of Blacks and Hjspanics. Within 90 days of the effective , date of tliis Agreement the City will publish the initial steps it plans to taks to remove all racial inequalities j;i the Cliicago Fire Department.

##### B. Programs

In addition to such other reuniting procedures and programs as the Fire Department may use, the Department will actively advertise for recruits hi communities primarily populated by Black and Hispanic residents find will seek the aid of and v/LII cooperate with church and community organizations in such areas.

#### Section 3 - Transfers nnd Promotions

##### A. Goal

The parties .agree that the transfer and promotion policies of the Fire Department shall have, as a goal, tha inclusion of Black and Hispanic personnel k ail categories mid all ranks in order to reach as quickly as is reasonably possible a level as close to 45% as is reasonably achievable.

##### B. Programs

###### 1. Training

All members ofthe force shall be given the training and special p.ducational opportunity necessary to qualify Iliem for promotion. This shall include in service training and educational programs as well as opportunity for

attendance at

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educational institutions, where necessary with adequate arrangements for paid time to permit the individual to participate in such programs.

## 2. Equality of Opportunity

Promotional and transfer opportunities shall be made available to all qualified members of the force. Examinations, where used, and any other standards and descriptions of required qualifications, shall be reviewed and any elements which have the effect of discrimination against Blacks or Hispanics shall be eliminated. The Department will take all reasonable steps, by posting and other means, to encourage Black and Hispanic members of the force and applicants for employment to apply for positions for which they show potential or desire, and are, or can within a reasonable time, become qualified.

## 3. Remedying Past Discrimination

There shall be an immediate review of the status of all Black and Hispanic firefighters in order to determine those whose time in grade would make them eligible for promotion had not discriminatory practices existed in the past. Within 90 days of each anniversary date of the signing of this contract, the Department shall review the status of all Black and Hispanic members of the force and prepare a written report stating whether there is any reason other than past racial discrimination for the failure of such individual to achieve promotion, and, if so, the facts supporting the conclusion. Where it is found that there is a reason for non-promotion which can be remedied by appropriate training or educational opportunity, special arrangements shall be offered to enable such individual to have the necessary training or educational opportunity. Where no reason other than past discrimination is found for non-promotion of such individuals, preference will be given for the next promotion or promotions available. Where promotions are made on the basis of examination, such past discrimination shall be remedied by giving in the case of those who achieve a passing grade in such examinations and otherwise qualified, preference over other candidates for promotion with equal or lesser length of service.

a. Establish of Responsibility for Implementation. The City shall assign a special Department Affirmative Action Officer to assure implementation of the Chicago Fire Department Affirmative Action Plan. The Affirmative Action Officer shall be of equivalent rank as an Assistant Commissioner. It is within the Officer's scope of duties to assign responsibilities for the implementation of the plan on an intra departmental basis to assure that it is carried out in every phase of Department operations. The Officer will report to the Mayor, initially on a bi-monthly basis for six months, thereafter monthly. The Officer is mandated from time to time to make "on the spot audits" of the effectiveness of the Affirmative Action Plan and shall recommend remedial and corrective action where such is needed. This Officer will serve as a liaison between the City of Chicago and the

Community Advisory Board of the Chicago Fire Department, apprising that body of the progress of the Affirmative Action Plan through periodic reports of areas which need attention and corrective action.

I).. Agreement Prohibits Sex. Discrimination- Opportunities within the Department and at all promotional levels shall be available to persons, regardless of sex and the same provisions herein recommended shall be applicable for female candidates within the Department. .

#### Section 4 - Community Advisory Board

##### A. Composition

The City of Chicago shall invite each of a reasonable number of community and church organizations representing a broad segment of the Black, Hispanic, Native American and Asian communities to, designate a representative to serve on a Fire Department Community Advisory Board which shall have a total of eleven members. The Board shall include at least four (4) representatives named by organizations identified with the Black communities of Chicago and at least two (2) named by organizations identified with the Hispanic communities of Chicago and two (2) named by Local 2 of the International Association of Fire Fighters.

##### B. Duties and Powers

The Community Advisory Board shall have the duty of monitoring the progress of the Fire Department in the implementation of this affirmative action section of this contract, reporting the facts with respect to such progress to the public and to the parties of this contract and making suggestions for more effective implementation. The Department agrees to make a Progress Report to the Board at least once a year, containing full data as to the nature of the recruitment, hiring, transfer and promotion programs in effect, the progress made, during the year toward achievement of the goals described herein, the number and percentage of Blacks and Hispanics hired, transferred or promoted during the year, and the number, percentage and geographical distribution of Blacks and Hispanic holding positions in each category and rank. Copies of written examinations will be made available to the Board for review and for such recommendations as the Board may make for modifications to eliminate or prevent discriminatory impact. The Department will cooperate with the Board by making available such other information, records and statistics as the Board may reasonably request for performance of its duties. The Department will also make available such facilities as may be needed for performance of the Board's functions; including meeting room, secretarial assistance, office supplies and assistance of research, technical assistance of research, technical assistance specialists and other personnel.

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Exhibit 3

The City of Chicago Medical Care Plan for Employees ("Plan") -shall consist of three coverage plans: (1) a PPO plan ("PPO"); (2) a PPO Plan with a Health Reimbursement Account ("PPO/HRA."); and (3) two HMO plans ("BMO").

1. Modifications to PPO/HRA Plan Alternative

If the PPO/HRA alternative lacks sufficient employee enrollment or is cost prohibitive, the Employer may discontinue that alternative, provided that the Employer provides reasonable prior notice to the Union and an opportunity for those enrolled in the PPO/HRA to enroll in another plan. For this purpose, "reasonable notice" shall be defined as notification in writing of the Employer's intent to discontinue the plan, at least ninety (90) days prior to the proposed discontinuation where circumstances are within the City's control. In all other cases, the City will provide the maximum notice as is practicable under the circumstances. In addition, in the event that a new health care plan becomes available to the City during a Plan year, the Employer shall have the right to include that new plan in the Plan alternatives upon reasonable prior notice to and discussion with the Union.

2. Plan Design

(a) Network Plans;

- i) The deductibles, co-insurance and out-of-pocket maximums for the PPO Plan and PPO/HRA Plan are set forth in Exhibit 1 hereto.
- ii) No change in the composition of the hospital network in effect at the time this Agreement is executed shall be made except in compliance with the following:
  - a. The Union shall be notified in writing of the intent to change at least ninety (90) days prior to the proposed change where circumstances are within the City's control. In all other cases, the City will provide the maximum notice as is practicable under the circumstances.
  - b. The notice referred to shall, at the time the notice is given, provide sufficient information to explain the contemplated action and shall include, at a minimum, but not be limited to:
    - 1) The affected institutions;
    - 2) The precise reason(s) the action is being contemplated;
    - 3) The numbers of covered participants (employee; and/or dependents) receiving in-patient service from such affected facility at the time the notice is given; and

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(4) The number of covered participants (employees and/or dependents) receiving in-patient services from such affected facility during the preceding twelve (12) months.

c. The City shall meet within seven (7) calendar days of a request from the Union to discuss the proposed change, shall provide all additional relevant information which is reasonably available, and shall be responsible for such notices to participants as may be reasonably demanded by the Union. In the event the parties are unable to resolve a dispute within seven (7) calendar days of the first meeting or such other time as may be mutually agreed upon, the dispute shall be submitted to arbitration pursuant to Section 10.9, Step 3 within ten (10) days, and both parties shall cooperate to expedite the proceedings.

No change, modification or alteration covered by this subparagraph 2(a)(ii) shall be made or permitted for arbitrary or discriminatory reasons; nor shall any change, modification or alteration result in the unavailability of quality health care services in a specific geographic area.

(iii)

The PPO/HRA Plan shall have an IRA account for each employee, to be administered by a claim administrator or other qualified administrator to be selected by the Employer with prior notice to the Union. The account shall be credited with \$500.00 per individual, and \$1000.00 per family per Plan year. Such amounts must be used for "qualified medical expenses," as defined, by the Employer.

(iv)

The PPO and PPO/HRA Plans' wellness benefit with a maximum annual amount of \$600.00 per covered individual shall not be subject to deductibles or co-insurance.

v) All newly hired employees after Contract ratification shall be required to participate in the PPO plan for the first eighteen (18) months of employment. These employees shall be eligible to participate in the first open enrollment period following the eighteen (18) month anniversary of their dates of hire.

vi) The emergency room co-payment for the PPO, PPO/HRA, and HMO Plans shall be waived in the event the individual is immediately admitted to the hospital,

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HDGAN MARREN BABSD & RDSE, LTD

July 30, 2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois 60606-  
6785

Dear Mr. Franczek:

This will reconfirm the understanding of the City and Local 2 that all supplemental letter agreements which are in writing, and have been signed or initialed through the course of negotiations, are considered incorporated in and part of the Agreement.

Very truly yours,

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No, 2

Acknowledged and Agreed to this

<James C. Franczek, Jr. .Kabor Counsel City of Chicago

RSS/cbb

**FRANCZEK**

300 SOUTH WACKER DRIVE, SUITE 3400 | CHICAGO, IL 60606 Tli2.S3e.0SOO  
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JAMES C. FRANCZEK, JR. 312.786.6110  
jcfi@franc7.ek.com  
<mailto:jcfi@franc7.ek.com>

July 30, 2020

Robert S. Sugatman, Escj. Hogan Marren Babbo &c Rose,  
Ltd 321 North Clark Street, Suite 1301 Chicago, IL 60654

**Rc: Interest On Retroactivity**

Dear Mr. Sugannan:

This letter sets forth the parties' agreement with, respect to interest- on retroactivity payments.

Within seventy-five (75) days of ratification of the Agreement by the City Council, the City shall make retroactive payments. In the event retroactive payments are not made within seventy-five (75) days, all persons on the payroll at any time on or after July 1, 2017 shall be entitled to interest at the rate of four-and-one-half percent (4.5%) per annum until fully paid provided that, the failure to make timely retroactive payments is the result of circumstances that are within the control of the City or the Department. Any disputes shall be resolved through the parties' grievance procedure.

If the above comports with your understandings, please so indicate, in the space provided below.

Very truly yours,

Acknowledged and Agreed to  
on this 30th day of July, 2020.

<illicit!> hue FuJuu\* Union. Local No. "

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MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF CHICAGO AND  
CHICAGO FIRE FIGHTERS UNION, LOCAL NO. 2 REGARDING  
RETIREE HEALTH CARE BENEFITS

The parties agree that the health care benefit provided to employees who retire on or after age sixty (60) pursuant to Section 12. IB of the parties' collective bargaining agreement ("Agreement") shall be extended to employees who retire on or after age fifty-five (55); subject to the following terms and conditions:

A. Applicability

This memorandum of understanding applies only to an employee who retires on or after age fifty-five (55) with a retirement date on or after November 1, 2011, and who intends to avail himself/herself of the health care benefit provided to employees who retire on or after age sixty (60) by Section 12. IB of the Agreement:

B. Health Care Benefits Upon Retirement

1. Employees Who Retire on or After Age Sixty (60)

Employees who retire on or after age sixty (60) shall continue to receive the health care benefit set forth in Section 12. IB of the Agreement.

2. Employees Who Retire on or After Age Fifty-Five (55) and Before Age Sixty (60)

Employees who retire on or after age fifty-five (55) and before age sixty (60) shall be eligible for the health care

benefit set forth in Section 12. IB of the Agreement, subject, to strict compliance with the following conditions and limitations:

a) Employees who wish to avail themselves of this benefit must submit written notice of their intent to retire to the official designated for this purpose by the Department no later than October 1 of the calendar year preceding the effective date of retirement.

b)- The effective date of retirement, as referenced above, may not be any earlier than November 1 of the calendar year following submission of notice of intent to retire.

c) Effective for retirements occurring in 2015 and thereafter, no more than 140 employees shall be permitted to avail themselves of this benefit in any one calendar year. Of these 140 employees, up to 126 employees may come from non-EMS employees; and up to 14 may come from EMS employees. In

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the event fewer than 126 bargaining unit non-EMS employees apply for this benefit, the remaining slots shall be allocated to EMS bargaining unit employees, up to the number of 126, in addition to the 14 allotted for EMS employees. The same reallocation principle shall apply in the event fewer than 14 EMS employees apply, in both cases, no more than 140 employees in total shall be permitted to avail themselves of this benefit.

d) In the event the number of employees who apply for the benefit in each grouping, i.e., (i) non-EMS employees, and (ii) EMS employees, exceeds the annual numerical limit for that grouping, then the successful applicants will be determined, on the basis of seniority, as defined in Section 9.1A of the Agreement.

e) The written notice of intent to rehire, as described in paragraph 2(a) above, is irrevocable, except that the notice of intent may be revoked by the employee under the following circumstances: (i) non-selection because insufficient seniority as described in paragraph 2(e) above; (ii) the employee is on Medical Status (as defined by the CFD Medical Order) between the dates the employee submits his/her notice of intent to retire and the intended date of retirement; or (iii) death of an employee's spouse or child between the dates the employee submits his/her notice of intent to retire and the intended date of retirement. When the designated Department official receives an employee's written revocation of intent to retire, the benefit shall be awarded to the next senior employee or employees in the grouping, who has (have) applied and still desire(s) the benefit.

f) Each employee who has submitted a written notice of intent to retire, under the terms of paragraph 2(a) above, shall be informed in writing by the Department whether that employee is or is not a successful applicant to receive the benefit that is provided for in this Memorandum of Understanding. Employees and the Union shall be so informed in writing not later than 30 days after the cutoff dates referenced in paragraph 2(a) above.

g) An employee who has been informed that he/she is a successful applicant and who has received his/her furlough assignments, may keep such furlough assignments or rescind all assigned furlough periods and

receive furlough buyouts at retirement. Effective upon contract ratification, an employee who retires on or after age 60 who has received his/her furlough assignments may keep such furlough assignments or rescind all assigned furlough periods and receive furlough buyouts at retirement, and effective upon contract ratification, any employee retiring may rescind his/her furlough periods for the year after retirement and receive furlough buyouts at retirement.

- h) The Department shall time stamp each employee's written notice of intent to retire and provide a copy to the employee upon receipt and to the Union within ten (10) days thereafter.
- i) As a further condition of eligibility for this benefit, under no circumstances may an employee who has been discharged pursuant to the provisions of Section 16.2 of the Agreement be eligible to avail himself/herself of this benefit.

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j.) Effective January 1, 2015, employees retiring on or after age fifty-five (55) and before age sixty (60) shall contribute for the cost of this benefit 2%, effective January 1, 2021, 3.5% of the annuity received from the Firemen's Annuity and Benefit Fund of Chicago, which contributions shall remain in effect until the employee no longer avails himself or herself of the benefit or reaches the age for full Medicare eligibility under federal law. Employees who retire on or after age sixty (60) pursuant to Section 12.1 of the Agreement shall continue to receive health care benefits at no cost as provided for therein; Effective January 1, 2021 employees who retire on or after age 60 and before age 65 pursuant to Section 12.1 of the Agreement shall contribute for the cost of this benefit 1.5% of the annuity received from the Firemen's Annuity and Benefit Fund of Chicago, which contributions shall remain in effect until the employee no longer avails himself or herself of the benefit or reaches the age for full Medicare eligibility under federal law. However, employees who are mandatorily retired and those who retire on or after age 65 shall not be required to contribute to the cost of this benefit, which shall remain in effect until the employee no longer avails himself or herself of the benefit or reaches the age for full Medicare eligibility under federal law.

'Of Chicago August 4, 2020

On Behalf of the Chicago Fire Fighters Union, Local 2 August 4, 2020

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Implementing Agreement re: Health Core Benefits for Employees who Retire on or after Age  
Fifty-Five (55)

*Chicago Fire Fighters Union, Local No. 2 ("Union") and the Chicago Fire Department ("Department") have reached the following agreement with respect to implementation of specific provisions of their Memorandum of Understanding Regarding Retiree Health Care Benefits, dated &ff.*

The parties agree that employees on Occupational Disability or Duty Disability Leave of Absence are entitled to participate in the retiree health care benefits applicable to employees who retire on or after age fifty-five (55) provided for in the Memorandum of Understanding, provided they satisfy all other eligibility requirements, including, but not limited to, timely submission of written notice of intent to retire and seniority.

Notwithstanding the limitations of the number of employees in groupings (EMS and non-EMS) who retire in 2015 and thereafter, employees on Occupational Disability or Duty Disability Leave of Absence who qualify for the benefit as set forth above shall not reduce the number of other employees who may receive the benefit. (If, for example, in 2014 a total of 126 non-EMS employees are eligible to receive this benefit, and if, of the 126 most senior non-EMS employees who submit timely written notice(s) of intent to retire, seven (7) employees are on Occupational Disability or Duty Disability Leave(s) of Absence, then an additional seven (7) non-EMS employees, who previously submitted timely notice(s) of intent to retire, shall be eligible to receive the benefit in 2015, on a seniority basis.)

This identical approach shall be applied with respect to EMS employees.

In addition, the parties agree that previously exempt members of the Department who return to the bargaining unit in 2011 and thereafter shall be eligible to receive this benefit in 2015 and thereafter, provided they satisfy the contractual requirements. The parties further specifically agree that the number of former exempt members receiving this benefit shall not reduce the number of non-exempt employees who may receive this

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HOGAN MARREN BABBO & ROSE, LTD

July 30,2020

*James C. Franczek, Jr., Esq. Franczek P.C.*  
300 South Wacker Drive, Suite 3400 Chicago, Illinois  
60606-6785

Dear Mr. Franczek:

This will reconfirm the agreement of the City and Local 2 that uniformed employees of the Chicago Fire Department, their eligible dependents and members of their immediate family (as defined in contract Section 7.5), and retired fire personnel and the retiree's spouse will be exempt from fees for emergency medical services performed by the Chicago Fire Department; and that the provisions of General Order 93-005 (June 2,1993) shall remain in effect, except as modified herein,

The City shall not bill, attempt to collect or place with a collection agency any bill for fees for such services to those persons referenced above,

Your confirming this agreement in the space provided below will be appreciated.

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
day of > UJI\

RSS/cbb  
**HM BR**  
HDGAN MARREN BAB BD & RDSE, LTD

July 30, 2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago,  
Illinois 60606-6785

Dear Mr. Franczek:

This is to reconfirm that the City of Chicago and Chicago Fire Fighters Union Local No. 2 agree that, notwithstanding anything that may be to the contrary in Medical Plan documents, disputes concerning medical care coverage and benefits may be submitted and resolved pursuant to the provisions of Article; X. It is further understood that no such disputes may be subject to Article X resolution until the Benefits Office appeals process has been exhausted.

This is also to confirm the agreement of the parties that the City's Medical Care Plan will not require re-enrollment for current uniformed Fire Department bargaining unit members and their eligible dependents who have complied with the enrollment requirement subsequent to January 1, 1984.

Your confirming this understanding in the space provided below will be appreciated.

Very truly yours,

Robert S. SugarfSan Attorney  
Chicago Fire Fighters Union, Local No. 2

RSS/cbb

# FRANCZEK

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<<mailto:f@franczek.com>>

July 30, 2020

Robert S. Sugarman, Esq. Hogan Marren Babbo &  
Rose, Ltd 321 North Clark Street, Suite 1301 Cliicago,  
IL 60654

Re: Wellness Benefits Dear Mr. Sugarman:

This letter confirms our understandings regarding the implementation of the wellness component of the PPO Medical Plan (the "Wellness Benefit") agreed upon by the City and Local 2.

## c Annual Routine Physical Examinations

The Wellness Benefit provides for one (1) annual routine physical examination. The City and Union recognize that there may be instances when it is in the best interest of eligible persons and consistent widr the purpose of the Wellness Benefit that they have more than one (1) routine physical examination annually. To be eligible for more than one (I) routine physical examination annually, the person must submit to the Benefits Management Office a statement from his or her physician stating the reasons why more than one (1) annual routine physical examination is necessary. The

additional physical examination(s) shall be otherwise subject to all of the other conditions of the Wellness Benefit.

The parties recognize that the above applies only to routine physical examinations and not to physical examinations necessitated by a doctor's diagnosis of a medical condition requiring treatment.

o Contact Lenses

Subject to all other aspects of the Wellness benefit, the City shall make available a twelve (12) month supply of disposable contact lenses.

o Wellness Benefit Committee

The Union and City shall appoint no more than two (2) persons each to a Wellness Benefit Committee ("the Committee"). The Committee shall monitor and review the usage of the Wellness

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July 30, 2020 Page 2

Benefit by bargaining unit members and other eligible participants. The Committee, in anticipation of negotiations, may also recommend to the City and the Union design changes to the Wellness Benefit, including additions, eliminations or modifications of current benefits. The Committee shall report quarterly to the Union and the City.

If the above comports with your understandings, please so indicate in the space provided

Very truly yours,

Acknowledged and Agreed to this 30<sup>th</sup> day of July, 2020.  
James C. Franczek, Jr. Labor Counsel City of Chicago

Robert S. Sugarmant<sup>^</sup>Afrorney  
Chicago Fire Figiers Union, Ivocal No. 2

JCFrmp

HD BAN MARREN BABBD & ROSE, LTD

July 30,2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois 60606  
-6785

Re: Health Fair

Dear Mr. Franczek:

This reconfirms the parties' agreement that the City will remit to the Chicago Fire Fighters Union, Local % \$75,000 per year, upon receipt from the Union of its report in writing regarding \$75,000 expenditure in each year, as described below.

The parties further agree that these monies are solely for the purpose of supporting a Union-sponsored health fair foT its members. The Union agrees that it will advise the City in writing regarding the planning, participation, implementation and results of its health fair(s). The Union and the City will meet after any health fair to discuss the results of the health fair and assess its success, including its benefit to Union members and the effect it had or will have of reducing the City's health care costs for bargaining unit members.

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No. 2

Janres C. Franczek, Jr. Labor Counsel City of Chicago

RSS/jmh

**HM BR**  
HOGAN MARREN BABBD & ROSE, LTD

July 30,2020

James C. Franczek, Jr., Esq. Franczek P.C,  
300 South Wacker Drive, Suite 3400 Chicago, Illinois  
60606-6785

Dear Mr. Franczek:

This will reconfirm the parties' agreement that, notwithstanding the language in Section 12.1D, an employee who applies for duty or occupational disability benefits and timely pays the full cost of health insurance, including the employee contribution during the period that his/her application is pending, shall be reimbursed in full upon determination that the employee qualifies for duty or occupational disability, benefits. This understanding is intended to permit an employee to avail the employee of the benefit of the 2005 amendment of Section 12.D or to the same process in effect regarding payment and reimbursement attendant to the . application for duty and occupational disability that was in effect prior to the 2005 amendment of Section 12.1D.

Your confirmation of this agreement in the space below will be appreciated.

Very truly yours,

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No, 2

City of Chicago

RSS/cbb

# FRANCZEK

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JAMES G. FRANCZEK, JR. 312.786.6

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July 30, 2020

Robert S. Sugarman, Esq. Hogan Marren Babbo &  
Rose, Ltd 321 North Clark Street, Suite 1301  
Chicago, IL 60654

Re: Section 5.1.C, Wage and Insurance Protections Dear Mr. Sugarman:

This letter re-confirms our understandings regarding Section 5.1.C. (Wage and Insurance Protections) of the collective bargaining agreement. It is understood that, if the City and any of the bargaining units represented by PB-PA Unit 156 should agree to incorporate the current non-salary compensation into salary, Section 5.1C. will not be applied so as to result in different levels of salaries between comparable police and fire ranks, provided that in no event shall the salary differential between fire captain and fire battalion chief be reduced.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

Acknowledged and Agreed to this 30<sup>th</sup> day of July, 2020.  
James C. Franczek, fr. Labot Counsel City of Chicago

Robert S. Sugarman, Attorney Chicago Fire Fighters  
Union, Local No. 2

JCF:mp  
HM BR  
HOGAN MARREN BABBO & ROSE, LTD

July 30, 2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois  
60606-6785

Dear Mr. Franczek:

This will reconfirm the agreement of the parties that should the City increase the maximum mileage allowance per month in the Appropriations Ordinance for other employees of the City during the term of this Agreement beyond the requirements of Section 16.6, the City agrees to amend Section 16.6 to reflect the monthly dollar increase. Other aspects of Section 16.6 will remain unchanged.

Very truly yours,

Robert S. Sugamran Attorney  
Chicago Fire Fighters Union, Local No. 2

Eabor Counsel City of Chicago

RSS/jmh

**FRANCZEK**

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312.786.6110 jcf@franczek.com  
<mailto:jcf@franczek.com>

July 30, 2020

Robert S. Sugarman, Esq. Hogan Marren Babbo &  
Rose, Ltd 321 North Clark Street, Suite 1301 Chicago,  
IL 60654

Dear Mr. Sugarman:

This letter will confirm the parties' understanding that if the City makes out of rank order promotions for affirmative action purposes from examinations administered after January 1, 1997, the City will

- a. use one standard error of difference (SED); and
- b. use the promotional methodology referenced below.

The SED is determined by the formula: the standard error of measurement (SEM) multiplied by the square root of two ( $SED = SEM \times \sqrt{2}$ ). The SEM is determined by the formula: the standard deviation of the test scores multiplied by the quantity, the square root of one minus the reliability coefficient for the test ( $SEM = \sigma \sqrt{1 - r_{composites}}$ ; where  $\sigma$  represents the standard deviation of observed scores on the overall test, and  $r_{composites}$  represents the reliability estimate of the overall test.) The SEM and the SED will be determined by the City's consultant, to be verified by the Union's consultant, and the City will provide the necessary data to the consultants for this purpose.

The City acknowledges the band widths shall be no wider than one (1) SED and that it will use the same fixed/sliding band methodology it has been using for promotions during the period of the last agreement, but using one (1) SED for band widths. It is understood that this letter agreement does not apply to performance selection promotions described in Section 9.3.B.4.

It is also agreed that nothing contractually or herein shall be construed to waive any party's or employee's claim involving constitutional or statutory rights or to waive judicial resolution of any such claim.

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If the above comports with your understandings, please so indicate in the space provided

Very truly yours,

Acknowledged and Agreed to this 30\* day of July, 2020.  
James G, Franczek, Jr.. Labor Counsel City of Chicago

Robert S. Sugarman, Chicago Fire Fighters  
Union, local No. 2 JCF:mp

# FRANCZEK

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<<mailto:jcf@franczek.com>>

July 30, 2020

*Robert S. Sugarman, Esq. Plogan Marren Babbo &  
Hose, Ltd 321 North Clark Street, Suite 1301 Chicago,  
IL 60654*

Dear Mr. Sugarman:

This letter will reconfirm the agreements between die City and Local 2. that, in the event the City utilizes performance selection promotions from eligibility lists derived from examinations administered after January 1, 1997, the City will forgo making such promotions oh the last promotional order before the eligibility list is retired.

The City agrees that the last promotional order will include at least.16% of the total promotions previously made from that eligibility list, and that the last promotions will be in strict rank order from the eligibility list.

If the above comports with your understandings, please so indicate in the space provided

below.

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Very truly yours,

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*Hif*

Acknowledged and Agreed to this 30\* day of July, 2020.

Robert S. Sugarling Attorney Chicago Fire Fighters Union, Local No. 2

JCF:mp

James C. Franczek, Jr. Labor Counsel City of Chicago

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HOGAN MAR REN BABBO & ROSE, LTD

July 30,2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois  
60606-6785

Re: Section 16.15, Specialty Pay

Dear Mr. Franczek:

This will confirm the parties' agreement relative to implementation of Contract Section 16.15, Specialty Pay.

Hazardous Material Technicians are those employees who have or hereafter obtain State of Illinois certification as Technician A or B, or International Association of Firefighters certification.

Certified Divers are those employees who have or hereafter obtain Chicago Fire Department Dive Team Endorsement pursuant to the Department's Scuba Team endorsement procedure in effect September 2005.

It is further agreed that an employee who has multiple specialties shall receive specialty pay for each specialty.

Your confirmation of this agreement in the space below will be appreciated.

Robert S. Sugarling Attorney  
Chicago Fire Fighters Union, Local No. 2

James C. Franczek, Jr. Labor Counsel City of Chicago

RSS/cbb

# FRANCZEK

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<<mailto:jcf@franczek.com>>

July 30, 2020

Robert S. Sugarman, Esq. Hogan Marren Babbo &  
Rose, Ltd 321 North Clark Street, Suite 1301  
Chicago, IL 60654

Re: Vocational Training Program Dear Mr. Sugarman:

This letter sets forth the parties' agreement with respect to the creation of a vocational training program for employees who are in receipt of duty or occupational disability benefits.

Effective no later than January 1, 2011, the City shall implement an appropriate vocational training program for employees on duty disability or occupational disability, who desire to avail themselves of the program and subject to the monies appropriated for the program (which shall be at least \$55,000 for 2011 and the same amount for 2012). Representatives from the Union and the City shall meet during the first quarter of 2011 to begin negotiations regarding the development of an appropriate vocational training program. In the event that the parties are unable to agree as to the structure or substance of the program, either party may submit the matter to an arbitrator for final and binding arbitration utilizing the procedures of contract section 10.3C.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

Acknowledged and Agreed to this 30<sup>th</sup> day of July, 2020.  
James C. Franczek, Jr. Labor Counsel City of Chicago

Robert S. Sugarman, ^footney" Chicago Fire Fighters Union, Local No. 2 JCF:mp

# Franczek

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July 30, 2020

Robert S. Sugarman, Esq. Hogan Marren Babbo &  
Rose, Ltd 321 North Clark Street, Suite 1301 Chicago,  
IL 60654

Re: Physical Fitness Program Dear Mr. Sugarman:

In an effort to enhance physical fitness among the employees covered by this Agreement, the Employer and Union agree to the following:

1. Beginning in 2006, every employee covered by this Agreement will have one (1) opportunity annually to schedule an appointment for a physical fitness test. Employees will have one (1) opportunity to reschedule the test, but will be allowed to take the test only once each year. The test must take place prior to November 1 of every year.
2. The Employee will complete a waiver which indicates that he/she is volunteering to take this test and will not hold the City liable for any injuries or illness that occurs as a result of his/her participation in the testing process.
3. Successful completion of the physical fitness test will result in payment of a physical fitness premium of \$450.00, payable December 1 of the year the Employee successfully completes the test.
4. It is understood that this is a voluntary program. Employees who participate in the physical fitness test will do so during off-duty hours without compensation.
5. Any injury, illness or death that results from participation in this program will not be considered an on-duty injury or a death in the performance of duty.
6. No employee shall be discharged, suspended, relieved from duty, or disciplined in any manner under or relating to the physical fitness program provided for in this letter.
7. Employees must pass every test and meet at least the standards listed below to qualify for the physical fitness premium:

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TEST	MALE				FEM		ALE	
	23-29	30-39	40-49	50+	23-29	30-39	40-49	50+
Sit & Reach	16.0	15.0	13.8	12.8	18,8	17.8	16.8	16,3
1 Minute Sit Up	37	34	28	23	31	24	19	13
Maximum Bench Press Ratio	.98	.87	.79	.70	.58	.52	.49	.43
1.5 Mile Run	13.46	14.31	15.24	16.21	16.21	16.52	17.53	18.44

8. The following are not subject to the grievance procedure: Test standards; The

results of the testing;

The medical status of an employee who is injured participating in this program. If the above comports

with your understandings, please so indicate in<sup>1</sup> the space provided below.

Very truly yours,

James C. Franczek, Jr. Labor Counsel  
City of Chicago

Acknowledged and Agreed to diis 30<sup>th</sup> day of July, 2020.

Robert S. Sugarman, Attorney  
Chicago Fire Fighters-Union, Local No. 1

JCF:mp

# Franczek

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jcf@rranczek.com <http://rranczek.com>

July 30, 2020

Robert S. Sugarman, Bsq. Hogan Marren Babbo & Rose;  
Ltd 321 North Clark Street, Suite 1301 Chicago, IL 60654

Re: Field Officer and Ambulance Commander

Dear Mr. Sugarman:

This letter will confirm die agreement of die parties that die promotional lists for Field Officer and Ambulance Commander referenced in contract section 9.3.C.2.' shall be pursuant to promotional examinations which shall utilize the same criteria for promotion respectively to Battalion Chief and Captain as set forth in contract section 9.3.B. I.

If the above comports witii your understandings, please so indicate in the space provided below.

Very truly yours,

Acknowledged and Agreed to this 30<sup>th</sup> day of July, 2020.

*[Signature]*  
Robert S. Sugarman, Esq. (Attorney  
Chicago Fire Fighters Union, Local No. 2.  
/t

*[Signature]*  
James C. Franczek, Jr. Labor Counsel City of Chicago

ICFmi

# Franczek

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JAMES C. FRANECZEK, JR.

*July 30, 2020*

*[Signature]*  
jcf@franczek.com

Robert S. Sugarman, Escj. Hogan Marren. Babbo &  
Rose, Ltd 321 North Clark Street, Suite 1301 Chicago,  
IL 60654

Dear Mr. Sugarman:

This letter is to re-confirm the agreement of the parties with regard to FLSA premium pay to EMS employees assigned to platoon duty.

The parties have made no express provision to exclude meal and/or sleep periods from compensable work time for purposes of computing the number of hours that may be subject to FLSA premium pay, and such shall be included.

That this Labor Agreement does not contain such an express provision shall not be offered by either party in any court, arbitration or other legal forum as evidence of either party's legal position with regard to the propriety of such exclusions for sleep and/or meal periods.

Further, it is understood that the Employer may elect to compute the FLSA regular and/or half-time rate in accordance with 1) all applicable precedents, federal regulations and interpretative bulletins, or 2) the method set forth in the Labor Contract (by dividing the employee's annual salary by 2132, effective January 1, 2006 by 2120.)

If the above comports with your understandings, please so indicate in the space provided below.

James C. Franczek, Jr. Labor Counsel City of Chicago

Acknowledged and Agreed to this 30<sup>th</sup> day of July, 2020.

Robert S. Sugarman, jssotncy  
Chicago Fire Fighters Union, Local No. 1  
JCF:mp

HOGAN MARREN BABBO & ROSE, LTD

July 30, 2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois 60606-  
6785

Re: Assistant Deputy Chief Paramedic

Dear Mr. Franczek:

This will reconfirm the agreement of the parties with respect to the position of Assistant Deputy Chief

Paramedic, formerly designated as District Commander.

Effective upon ratification of the January 1, 1992 - June 30, 1995 Agreement the position of District Commander by agreement was upgraded from pay grade F5 to pay grade F6. Thereafter, effective January 1, 1995, the position of District Commander, up to a maximum of 11 District Commanders, was excluded from the bargaining unit subject to certain express understandings and agreements:

1. Those individuals holding the position of District Commander on the date of ratification of the 1992-1995 Agreement had the option of electing to remain within the bargaining unit. Those who so elected reverted to the position of Field Officer, but continued to be paid at the F6 pay grade. Those who accepted appointment to the exempt rank position were paid at the F6 pay grade, and if subsequent to their acceptance they voluntarily relinquish(ed) such appointment or their appointment is or was rescinded by the Fire Commissioner, they reverted or shall revert to the position of Field Officer and continue to be paid at the F6 pay grade. Subsequent to January 1, 1995, the position of District Commander was redesignated Assistant Deputy Chief Paramedic.

2. It was and is agreed that future appointments to the position of Assistant Deputy Chief Paramedic (formerly designated District Commander) at the F6 pay grade shall come from the rank of Field Officer. If a Field Officer who accepts such appointment voluntarily relinquishes the appointment or the Fire Commissioner rescinds the appointment, that individual shall revert to the position of Field Officer at the F5 pay grade.

3. It is understood that individuals serving in the exempt rank position of Assistant Deputy Chief Paramedic may have their appointment rescinded by the Fire Commissioner at any time for any reason or no reason, the individuals serving in such position may voluntarily relinquish such position, and in either event the individual shall revert to the position of Field Officer.

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James C. Franczek, Jr., Esq, July 30, 2020 Page 2

4. It is understood that if the Fire Commissioner suspends for 30 days or more or discharges any individual serving in the exempt rank position of Assistant Deputy Chief Paramedic (who shall be considered on a leave of absence from the position of Field Officer) such discipline or discharge shall be considered as being from the Field Officer position and the employee shall be covered by and have recourse to the provisions of the Labor Contract, including but not limited to provisions of Article X (Grievance/Arbitration) and Article XVI, Section 16.2 (Discipline and Discharge).

Very truly yours,

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and %0 day of  
ies C •Counsel City of Chicago

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HDGAN MARREN BABBO St ROSE, LTD

July 30, 2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois  
60(506-6785

Dear Mr. Franczek:

This is to reconfirm the agreement of the City and Local 2 to continue the practice, except for Fire Suppression and Rescue employees and Emergency Medical Services employees, that trades and exchanges between Firefighters and Fire Officers shall be permitted, and that Firefighters or Officers, when authorized, may act in the position of Fire Officers who are absent, in which case the Firefighter or Officer shall be compensated at the same rate he would earn if promoted to the higher rank or at his own rate, whichever is greater.

Very truly yours,

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No. 2

Jafryis C. Franczek, Jr. Liaison Counsel City of Chicago

RSS/cbb

**HM BR**

HOGAN MARREN BABBO & ROSE, LTD

July 30, 2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois  
60606-6785

Dear Mr. Franczek:

This letter reconfirms the Employer's and the Union's understanding regarding the language in Section 16.7.C.1 which provides that... "Such assignment vacancies in the classifications and/or ranks of firefighter, Lieutenant, Captain and Battalion Chief in the Bureau of Fire Prevention shall be filled on the basis of seniority

by the geographically designated offices in that Bureau (i.e., South, West, North, Central and North Kedzie)." The parties recognize that circumstances may change and that as a result of those circumstances and to improve efficiency of operations, by determining the methods, means and personnel by which the Department's operations are to be conducted, the complement of employees assigned to a given office in the-Bureau may. be increased or decreased at the Employer's discretion. This letter also confirms that the referenced modification to Section 16.7.C. 1. does not subtract from the intent of Section 16.8.Contracting'and Subcontracting of Work.

Very truly yours,

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed t-ft this

City of Chicago

RSS/cbb

H D G AN MAR REN BABBD & RDSE, LTD

July 30,2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois  
60606-6785

Dear Mr. Franczek:

This will reconfirm that the iCity of Chicago and Chicago Fire Fighters Union Local No. 2 agree that, because of the necessity that meals be prepared and eaten on duty, those employees authorized to be away from the fire house during their duty hours for the purpose of food shopping shall be considered to be engaged in the performance of duties and any injuries sustained while so engaged shall be considered duty-related.

Your confirming this understanding in the sj>ace provided below will be appreciated.

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No. 2

Oames C. Franczek, Jr. JVabor.Counsel City of Chicago

RSS/cbb

# Franczek

300 SOUTH WACKEODaiVS. SUITE MOO i CHICAGO. IL 60606 r; 312.986.0300 | Fi  
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JAMES C. FRANCZEK, JR. 312,786.6110  
jcf@fianczek.com  
<mailto:jcf@fianczek.com>

July 30, 2020

Robert S. Sugarman, Esq. Hogan Marren Babbo & Rose,  
Ltd 321 North Clark Street, Suite 1301 Chicago, IL 60654

Re: Section 7.4 - Military Leaves of Absence Dear Mr. Sugarman:

This will confirm the agreement of the City of Chicago and Fire Fighters Union Local No. 2, that in addition to the paid military leave of absence provided for in § 7.4 of the parties' Agreement, any bargaining unit employee who is a member of the reserve force of the United States or of any State, or any bargaining unit employee who is a member of the National Guard of the United States or of any other State, who, on or after September 11, 2001, is ordered or called to active duty shall continue to receive and shall be paid full salary by the City, and shall continue to be entitled to all benefits, including, but not limited to, pension contributions, and to be a participant in each policy, plan, or program set forth or referenced in Article XII of the parties' Agreement, if the employee was a participant in at the time he or she is called to active duty. The payment of full salary during active duty leave shall be conditioned upon payment of military pay to the comptroller.

It is provided, however, that effective January 1, 2005, employees who are deployed for military service in excess of fifteen (15) calendar days in a combat zone (as designated pursuant to the Executive Orders of the President of the United States) shall not be required to reimburse the Employer the amount of military pay they receive.

Further, paid leave for active duty shall terminate upon termination of active duty.

The City acknowledges and agrees that in the event Illinois or Federal law mandates greater benefits than as set forth in this Section, it will apply the provisions of such statute(s) to the members of the bargaining unit. Specifically, the City acknowledges that the Military Leave of Absence Act, 5 ILCS 325 ("Act"), provides for leaves of absence for basic training, special or advanced training, and annual training. The Act provides for a paid leave of absence for annual training for which the employee shall continue to receive his or her regular compensation, regardless of the duration of such training. The City will continue to comply with this provision of the Act. Similarly, the Act provides for paid leave for basic training, and for up to 60 days of special or advanced training. Both of these leaves, under the Act, provide that the employee shall receive his or

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# Franczek

her regular compensation during the leave(s)), but only to the extent such compensation exceeds his or her base pay for military activities.

The City further agrees that if, during the term of this collective bargaining agreement, Illinois or Federal law is amended to require a more generous treatment of Military Leaves of Absence, it will apply such provisions.

If the above comports with your understandings, please so indicate in the space provided

Very truly yours,

James C. Franczek, Jr. Labor Counsel City of  
Chicago

Acknowledged and Agreed to this 30\* day of  
July, 2020.

Robert S. Sugarman,, Chicago Fire Fighters Union, Local No. 2

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# Franczek

300 SOUTH WACKER DRIVE. SUITE 3400 I CHICAGO, IL 60606 T:  
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JAMES C. FRANCZEK, JR. 312.786.6  
NO [jcf@fjanczek.com](mailto:jcf@fjanczek.com)  
<<mailto:jcf@fjanczek.com>>

July 30,2020

Robert S. Sugarman, Esq. Hogan Marren Babbo &  
Rose, Ltd 321 North Clark Street, Suite 1301 Chicago,  
IL 60654

Re: Benefits During Act of War - Terrorism Dear Mr. Sugarman:

This letter will confirm the agreement of the City of Chicago and the Chicago Fire Fighters Union Local No. 2, that effective September 11, 2001, there will be no act of war exclusion with respect to any of the medical, dental, or vision plans, and life insurance policies provided or offered to City employees (except the Accidental Death and Dismemberment (ADD) insurance policy which has an act of war exclusion.)

In the event of a terrorist attack, either through military force or biological warfare, any otherwise eligible medical claims would be processed and covered under the terms of the employee's health coverage, or if applicable, workers' compensation or other coverage provided to employees injured or on duty.

As used herein, "act of war" shall mean any armed conflict between military forces of any origin - irrespective of whether one or more combatants is sponsored by any nation - and whether or not war has been declared by constituted authorities.

As used herein, "act of terrorism" shall mean violent acts or acts dangerous to human life that are a violation of the criminal laws of the United States or of any State, or that would be a criminal violation if committed within the jurisdiction of the United States or of any State; and which appear to be intended; to intimidate or coerce a civilian population; to influence the policy of a government by intimidation or coercion; or, to affect the conduct of a government by assassination or kidnapping. As used herein, an act of terrorism occurs irrespective of the nationality or citizenship of the perpetrators,

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# Franczek

If the above comports with your understandings, please so indicate in the space provided

Very truly yours,

James C. Franczek, Jr. Labor Counsel City of  
Chicago

Acknowledged and Agreed to this 30<sup>th</sup> day

of July, 2020.

Robert S. Sugarman & Associates Chicago  
Figliani & Associates, Local No. 2

JCF:mp

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H □ BAN MARREN BABBO & ROSE, LTD

July 30, 2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois  
60606-6785

Dear Mr. Franczek:

This will reconfirm the parties' agreement that nothing in contract Section 12.1B shall detract from or be

considered a waiver of the benefits provided in the Public Safety Employee Benefits Act, 820 ILCS 320/1 ej/seg., as amended.

Very truly yours,

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No. 2

Jarp&s C. Franczek, Jr. Labor Counsel City  
of Chicago

RSS/cbb

**HM**  
**BR,**

HDBAN MARREN BABBO &. ROSE, LTD

July 30,2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois  
60606-6785

Dear Mr. Franczek:

This will reconfirm the parties' agreement that irrespective of the ratification date by the parties of the LMCC referenced in Section 12.1(1), of the Agreement, the benefit of outpatient speech and occupational therapy coverage to include services necessary for the acquisition of a function shall be retroactive to October IS, 2010.

If this comports with your understanding, kindly so indicate in the space provided below.

Very truly yours,

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No. 2

raaies C. Franczek, Jr. Lvabor Counsel City of Chicago

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**HM BR**

HOGAN MARREN BAB BQ & ROSE, LTD

July 30,2020

James C. Franczek, Jr., Esq; FranczekP.C;  
300 South Wacker Drive, Suite 3400 Chicago, Illinois  
60606-6785

Dear Mr. Franczek:

This will reconfirm the agreement of the City of Chicago and Chicago Fire Fighters Union Local No. 2, relative to Contract Section 3.7 that the employee (or Union), not the City, shall be responsible for payment of the "iron-on patch" and ironing of it on the work uniform.

Your confirmation of this understanding in the space below will be appreciated,

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No. 2

James C. Franczek, Jr. Labor Counsel  
City of Chicago

RSS/cbb

# FRANCZEK

300 SOUTH WACKER DRIVE. SUITE 3400 I CHICAGO. IL 60606 T: 3)2.986.0300 I  
F: 3)2.986.9192 I FRANCZEK.COM <<http://FRANCZEK.COM>>

JAMES C. FRANCZEK, JR.  
312.786.6110 [jcf@franczek.com](mailto:jcf@franczek.com)  
<<mailto:jcf@franczek.com>>

July 30,2020

Robert S. Sugarman, Esq.  
Hogan Marren Babbo & Rose, Ltd 321 North Clark  
Street, Suite 1301 Chicago, IL 60654

Re: Employee Privacy Dear Mr. Sugarman:

This, letter confirms that the City will not provide or make available to any member of the media any photo, video, audio or documentary material of an employee who is or was under investigation for alleged misconduct.

Further, the identity of any employee (including his family members, telephone number(s) or address) who is under investigation Or was under investigation for alleged misconduct shall not be made available to the media.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

Acknowledged and Agreed to this 30<sup>th</sup> day of July, 2020.

James C, Franczek, Jr. Labor Counsel City of Cliicago

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Chicago Fire Fighters Union, Local No. 2

JCF:mp

# FRANCZEK

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312.786.6110 jcf@franczek.com  
<mailto:jcf@franczek.com>

July 30, 2020

Robert S. Sugarman, Esq. Hogan Marren Babbo &  
Rose, Ltd 321 North Clark Street, Suite 1301 Chicago,  
IL 60654

Re: Positive Presence for Drug/Alcohol Dear Mr. Sugarman:

The following confirms our understandings regarding the ascertainment of positive presence for Drug/Alcohol. The following changes will be effective on contract ratification by die City Council.

1. For the purpose of testing for the itemized situations in Article IV of General Order 87-008 (February 1, 1987) for illegal drugs and/alcohol, the standard for determination of positive presence of alcohol shall be .02 as measured on a certified/calibrated Breadialyzer, and the standard for determination of the positive presence of illegal drugs shall be in accordance with Attachment A to the General Order #04-001 (Chicago Fire Department Random Drug/Alcohol Testing Program.)

2. For the purpose of testing for General Order #04-001, (Cliicago Fire Department Random/Drug Alcohol Testing Program), the standard for determination of positive presence of alcohol shall be .04 as measured on a certified/calibrated Breathalyzer, and the standard for the determination of positive presence of illegal drugs shall be in

accordance with Attachment A to the General Order #04-001 (Chicago Fire Department Random Drug/Alcohol Testing Program.)

3. For the purpose of alcohol testing for the Chicago Fire Department Supplemental Recommendation/Agreement, (Known as the Last Chance Agreement), the standard is positive presence of alcohol as measured on a certified/calibrated Breathalyzer. The standard for the determination of positive presence of illegal drugs shall be in accordance with Attachment A to the General Order #04-001 (Chicago Fire Department. Random Drug/Alcohol Testing Program.)

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# Franczek

If the above comports with your understandings, please so indicate in the space provided

Very truly yours,

Acknowledged and Agreed to this 30<sup>th</sup> day of July, 2020.  
James C. Franczek, Jr. Labor Counsel City of Chicago

Robert S. Sugarmluv-Attcrffley Chicago Fire Fighters Union,  
Local No, 2

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**GENERAL ORDER**

July 23, 2004

**SUBJECT: CHICAGO FIRE DEPARTMENT  
RANDOM DRUG/ALCOHOL TESTING PROGRAM**

**1. PURPOSE**

This Order;;

- A. establishes the Policy governing random drug/alcohol testing .of all uniformed employees of the Department.
- B. describes responsibilities relative to this program,
- C. establishes the'Random.Drug/Alcohol Testing Unit (RDATU).
- D. establishes the protocol for testing.
- E. effective date August 23, 2004.

**II. POLICY**

All Department uniformed employees- will be subject to random drug/alcohol testing.

Employees selected for drug/alcohol testing are required to cooperate, in the testing process. Failure to cooperate, tampering with specimens for testing or any other<sup>1</sup> activities designed to interfere with or impede the random drug/alcohol testing procedures shall be considered grounds for discipline up to and including discharge,

- A. The mission of the Chicago Fire Department, to protect life and property, demands efficient operations and the highest level of fitness of its members. The lives of citizens, employees and co-workers are critically dependent upon the physical fitness, stamina and alertness of emergency service employees. Department members must project a positive representative image which ensures the public confidence in them and governs their professional and personal conduct, both on and off duty, so as not to impair departmental efficiency or detract from a professional image or workplace.

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- B. Any positive presence of illegal drugs and/or alcohol as defined in General Order 87-008 is prohibited. The standards for determination of positive presence of illegal drugs shall be in accordance with Attachment A. The standard for determination of positive presence of alcohol shall be .04 as measured on a certified/calibrated Breathalyzer.
- C. Violation of this policy may result in disciplinary action, up to and including discharge.
- D. Nothing in this Program detracts from the provisions of General Order 87-008.

### III. GENERAL INFORMATION

- A. A computer program, generating no more than 20 employees and no more frequently than on a daily basis shall be utilized to randomly select employees for drug/alcohol testing. Such tests shall only be conducted on Mondays through Fridays between the hours of 0900 and 1600. There shall be no testing on holidays. Any on-duty employee selected by the computer program will be tested. If an employee selected is not available because of Daley Day, vacation, lay-up or otherwise off duty, the employee will not have to report for testing and no one else will be selected in the person's place.

The City shall retain an independent outside consultant to develop a computer random program for use by the CFD. Prior to the implementation of such program, the Union may engage a consultant at its expense, to review and verify the computer program, and the City will provide; necessary data to the consultants for this purpose. The review and verification by the Union's consultant shall take place and be reported to the Department within 30 calendar days of receipt of the City's program and data to the Union's consultant.

- B. *Drug testing will be conducted using a urine test. The employee's urine will be sent to a licensed Substance Abuse and Mental Health Service Administration (SAMHSA) laboratory for a Gas Chromatography/Mass Spectrometry (GCMS) confirmatory test and*

*analysis. All alcohol testing will be done with a certified/calibrated Breathalyzer unit by a certified tester. >*

- C. Any employee who will not submit urine for testing will be considered in violation of this order and be subject to discipline up to and including discharge.
- D. Each day the City shall provide to the Union's Director of Contract Enforcement, or designee, a list of the employees selected that day (with an asterisk next to the names of the employees tested). Each month the City shall provide to the Union's Director of Contract Enforcement, or designee, an updated roster of all Department uniformed employees.

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#### IV. RESPONSIBILITIES

- A. Chief/Commanding Officer of the RDATU will be responsible for:
  - 1. implementing agreed-upon standard operating procedures to ensure efficient operation and integrity of the RDATU.
  - 2. ensuring the random selection of employees to be tested.
  - 3. notifying the appropriate superior officer(s) of the employee selected for testing, which officer shall notify the employee.
  - 4. ensuring the notification of the appropriate superior officer upon completion of the specimen collection process.
  - 5. notification of positive test results to the employee, his/her superior officers (as necessary and appropriate), and to the Union's Director of Contract Enforcement or designee. An employee who tests positive will be relieved of duty and put on administrative leave with pay for a review of the results by the Medical Review Officer. Notification to the appropriate Superior Officer to ensure; proper staffing of affected unit shall be initiated immediately by the RDATU staff.
  - 6. maintaining the confidentiality and impartiality (randomness) of the testing process.
- B. Superior Officer/Company and Unit Commander/Uniformed Employee Responsibility
  - 1. Superior Officers, Company and Unit Commanders and other uniformed employees are responsible for compliance with this Order.
  - 2. Employees notified that they have been selected for testing will report on or before their appointed time at the RDATU facility, except that platoon

- employees will be transported to the RDATU
- facility. To ensure compliance with minimum manning requirements, platoon employees assigned to vehicles and equipment covered under the minimum manning requirements of Article 16.4A and B of the Labor Agreement between the City and Local 2 shall be replaced until the employee returns to his/her assignment pursuant to subsections 4 and 5 below. A copy of the employee's attendance and assignment sheet which was completed at roll call will accompany the employee to the RDATU.

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3. Upon arrival at the RDATU, employees will identify themselves (i.e. Department ID, driver's license if a requirement of employment, or other photo identification.)
4. No employee will be allowed to return to the employee's duty assignment without completion of the testing process.
5. Upon completion of the collection process, the employee will return to the employee's duty assignment if the results of the tests are negative.

BY ORDERS OF

Cortez Trotter Fire  
Commissioner

TO BE READ AT ROLL CALL(S) AND POSTED

Distribution B

ATTACHMENT A

Substance Abuse and Mental Health Services Administration ("SAMHSA")  
Guidelines for Cutoff Concentrations in Drug Testing Program

Initial Test Level  
GC/MS Confirm Test Level

ANABOLIC STEROIDS  
AMPHETAMINES  
BARBITURATES  
BENZODIAZEPINES  
COCAINE METABOLITES  
MARIJUANA METABOLITES  
MDA/MDMR

METHADONE

OPIATES

PHENCYCUDINE

PROPOXYPHENE

Any Presence 1000 ng/mL .300 ng/mL 300 ng/mL 300 ng/mL 50 ng/mL 250 ng/mL 300 ng/mL 2000 ng/mL 25  
ng/mL 300 ng/mL

Any Presence 500 ng/mL 200 ng/mL 200 ng/mL 150 ng/mL 15 rig/ml, 200 ng/mL 300 ng/mL. 2000 ng/mL 25  
ng/mL 300 ng/mL '

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**HM BR**

HDGAN MARREN BABBO <Sc ROSE, LTD

July 30,2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago,  
Illinois 60606-6785

Dear Mr. Franczek:

This letter will reconfirm the agreement of the City and Local 2 that the provisions of General Order 87-008 (February 1, 1987) and the General Order on Random Drug & Alcohol shall remain in effect, unless modified by the parties.

This letter will also confirm the parties' agreement that the Supplemental Recommendation Agreement (last chance agreement) and the terms of the Supplemental Recommendation Agreement attached hereto also shall remain in effect; unless modified by the parties.

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No. 2

Labor Counsel City of Chicago

RSS/cbb

CHICAGO FIRE DEPARTMENT SUPPLEMENTAL  
RECOMMENDATION AGREEMENT

Consistent with General Order 87-003 and the Department Disciplinary Code/Policy, there will be a recommendation of discipline, as hereinafter set forth, to the Fire Commissioner for his approval based upon (he-specific offenses which are the subject matter of Investigative Report Number

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Recommended Discipline: Termination

The above [recomendation](#) held in abeyance under certain conditions to which the employee must agree, to allow the employee one opportunity to avoid discipline/hile seeking to correct his/her conduct or behavior through professional rehabilitation and the employee assistance program.

Those conditions are as follows:

1, Medical Tests

The employee agrees to submit to random screening which shall include testing for the presence of drugs, and/or alcohol.

11, Program Participation

The member will be required [to](#) enroll in an appropriate rehabilitative or employee assistance program which is acceptable to the Employee Assistance Counselors. Their recommendation, if approved by the Fire Commissioner, will permit the discipline to be held in abeyance for a period of one year, provided the employee is making continued progress in such program. If the member tests positive for drugs and/or alcohol at any time during the one year period, either on or off duty, all discipline held in abeyance will be immediately imposed.

Rehabilitation assistance is available to employees at any time, but may be used only once to hold discipline in abeyance. Employees completing a full year of continued progress in a recommended program will be given an oral reprimand with a clear warning that any second involvement with drugs and/or alcohol will result in termination which will not be held in

abeyance by any further participation in an employee assistance program.

Refusal to submit to initial medical testing or subsequent tests Under the agreed terms shall result in immediate imposition of discipline.

.III. Program Progress

The employee will be evaluated by the department's Employee Assistance Counselors as to continued progress in the appropriate program. Where the employee fails to properly participate. Or comply with the terms of the Supplemental Recommendation/Agreement, the Disciplinary Officer shall be so notified and the initial recommendation of discipline shall be imposed.

Criminal Conviction

Where the employee is convicted, at any time, either during participation in any program or not, of any section of the Cannabis Control Act, the Controlled Substance Act or D.U.I, the appropriate discipline, including termination, shall immediately be processed,

NOTIFICATION REVIEW PATH: , . ..... ^

Employee:

I hereby agree to the conditions and agree to abide by the terms of the above Supplemental Recommendation/Agreement as of the date indicated below. I further agree to waive any rights I may have to contest or challenge any matters arising out of the drug and alcohol screening conducted in this case, the subject matter of this Supplemental Recommendation/Agreement and the events that lead up to it.

Employee Signature

Print Name

Employee Signature Date Employee Assistance Counselor:

I recommend this employee be given the opportunity to avoid disciplinary action held in abeyance during his/her participation in a program of rehabilitation, which shall be monitored and evaluated by this office with due regard to confidentiality of the employee.

Employee Assistance Program Counselor Disciplinary Officer:

The recommendation of discipline in this case shall be held in abeyance and the Supplemental Recommendation/Agreement shall be forwarded to the Fire Commissioner for his approval.

Disciplinary Officer Approved:

Bureau Deputy Commissioner

Approved:

Fire Commissioner

**CHICAGO FIRE DEPARTMENT**  
OF THE SUPPLEMENTAL/EMPLOYEE ASSISTANCE PROGRAM

Under the terms of your Supplemental/Employee Assistance Program Agreement, which are hereby incorporated and made a part of this Employee Assistance Program Agreement, the following are specific Employee Assistance Program conditions which you must comply with to hold your discipline in abeyance.

I, \_\_\_\_\_ agree to remain free of all drugs/alcohol and any mind-altering chemical or substance.

ANY POSITIVE ALCOHOL/DRUG TEST WITHIN THE ONE (1) YEAR PERIOD WILL CAUSE ALL DISCIPLINE HELD IN ABEYANCE TO BE IMPOSED. ANY FUTURE VIOLATIONS OF THE FIRE DEPARTMENT'S SUBSTANCE ABUSE POLICY WILL RESULT IN TERMINATION WHICH WILL NOT BE HELD IN ABEYANCE BY THE EMPLOYEE ASSISTANCE PROGRAM.

2. I will enroll, participate and successfully complete a rehabilitation and/or referral program determined to be appropriate by the Employee Assistance Officers. I will submit verification of participation in the required rehabilitation program.
3. In the event that I shall require medical attention it is my obligation to notify treating personnel of my history of substance abuse. It is also my obligation to inform the Medical Section of any medications I am required to take. I understand that if I fail to notify the Medical Section as outlined above and test positive, the discipline held in abeyance will be imposed.
4. I will also abide by the following specific terms as directed by the Employee Assistance Counselors.
5. I understand that progress reports of the lack thereof will be made available to the Disciplinary Officer and the appropriate Fire Department personnel.
6. I understand that any expenses not covered by my health care benefits plan are my responsibility.

I have read and agree to the above terms. I understand that failure to abide by the Supplemental/Employee Assistance Program will result in discharge.

Filo No,                      Signature    EAP Counselor Date

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HM BR  
H O BAN MAR REN BABBO & ROSE, LTD

July 30, 2020

James C, Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois  
60606-6785

Re: Employee Assistance Program

Dear Mr. Franczek:

This will reconfirm the agreement of the City and Local 2 that, effective January 1, 2010 and each January thereafter for the term of the contract, the City will contribute the annual sum of \$65,000.00 in the first quarter of each year to the following recipients in the following amounts:

Rosecrance Guildhaus  
Labor Assistance Professionals  
\$30,000.00 \$25,000.00 \$10,000.00

It is further agreed that employees shall be allowed to utilize out of state EAP treatment centers.

Very truly yours,

Robert S. Sugarrhan Attorney  
Chicago Fire Fighters Union, Local No. 2

Labor Counsel City of Chicago

RSS/cbb

# Franczek

300 SOUTH WACKER DRIVE, SUITE 3400 | CHICAGO, IL 60606  
Ti312.OS6.0300 <<http://Ti312.OS6.0300>> | F: 312.986.9192 | [FRANCZ6K.COM](mailto:FRANCZ6K.COM)  
<<http://FRANCZ6K.COM>>

JAMES C. FRANCZEK, JR.  
312.786.6110 [jcf@franczek.com](mailto:jcf@franczek.com)  
<<mailto:jcf@franczek.com>>

July 30,2020

Robert S. Sugarman, Esq. Hogan Marren Babbo &  
Rose, Ltd 321 North Clark Street, Suite 1301 Chicago,  
IL 60654

Re; Alternative Medical Coverage Dear Mr. Sugarman:

This letter sets forth the patties' agreement with respect to the issue of alternate medical coverage in the case of employees who fail to comply with the City's medical plan enrollment requirements.

1. The City will offer alternate coverage for individuals who (a) are otherwise eligible under the Plan; (b) have been denied coverage under the Plan because they failed to comply with the Plan's enrollment requirements; (c) first became eligible for coverage subsequent to the close of the last most recent open enrollment period; and (d) agree to pay the required premium.

2. In addition, persons who are entitled to coverage as the spouse of an eligible employee shall not be eligible for alternate coverage if the spouse is currently covered by other medical insurance. Also, the employee must not cover another person as spouse at the time the application for coverage is made by the employee.

3. When an employee who has applied for coverage for an otherwise eligible dependent is denied coverage because of failure to meet enrollment deadlines, the employee shall be notified of the availability of the Alternative Coverage. The employee shall have thirty (30) days to respond to the offer of Alternative Coverage. The employee shall elect one of the following

a. Retrospective coverage. Coverage shall be effective as of the date the dependent would have been eligible for coverage had the employee completed the enrollment on a timely basis. If the employee elects retrospective coverage, the employee must pay the required premium from the date of eligibility through the next December 31. Premium payment(s) shall be due for the period of retrospective coverage upon submission of the application. Premiums shall be due thereafter no later than the first day of the month for which the coverage is effective.

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# Franczek

b. Prospective coverage only. Coverage shall be effective on the first day of the month following the month in which the required premium is submitted. Premiums are due thereafter no later than the first day of the month for which the coverage is effective.

c. In the event die employee fails to apply for Alternative coverage within the time specified, the employee may next apply for coverage for the dependent during the open enrollment period. No further offer bf Alternative Coverage shall be made to die employee widi respect to the applicable dependent.

4. The Alternative Coverage shall be provided on the same basis as the coverage of the plan selected by the employee. Coverage shall be made available under the Plan as of the Effective Date of the Alternative Coverage without regard to pre-existing conditions. The dependent covered under the Alternative Coverage will be included in the membership unit of the employee. Further, covered expenses will be included in any calculation of deductible or out-of-pocket expenses, annual and lifetime benefit maximums in accordance with the applicable plan.

5. The cost of the Alternative Coverage as of the effective date of this letter shall be Si97.97 per covered person per month. However, no employee shall be required to pay more than \$594 per month effective with the effective date of this amendment. The premium for the Alternative Coverage shall be adjusted on each January 1 occurring thereafter by the amount of the change in the Medical Care Component of the Consumer Price Index for Urban wage earners for the most recendy reported 12 months.

6. Premiums for the Alternative Coverage shall be made in the form of a check or money order. Cash cannot be accepted, nor can a deduction be made from the paycheck of an employee. In the event an employee submits a check which is returned from the bank because of non-sufficient funds (NSF), the Alternative Coverage shall be terrninated as of the last day for which premium payments have been received.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

James C. Franczek, Jr. Labor Counsel  
City of Chicago

Acknowledged and Agreed to this 30\* day^f  
July, 2020.

Robert S. Sugarman, Attorneys Chicago Fire Fighters Union,  
Local No. 2 JCF:mp

2797722.1

# FRANCZEK

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JAMES C. FRANCZEK, JR.  
312.786.6110 [jcf@franczek.com](mailto:jcf@franczek.com)  
<<mailto:jcf@franczek.com>>

July 30, 2020

Robert S. Sugarman, Esq. Hogan Marren Babbo &  
Rose; Ltd 321 North Clark Street, Suite 1301 Chicago,  
IL 60654

**Re: Public Act 98-43**

Dear Mr. Sugarman:

This will confirm that in 2013 Public Act 98-43 was enacted into law. This legislation amended the Firemen's Annuity and Benefit Fund Act, 40 ILCS 5/6-101 et seq., and authorises the Fund's Retirement Board to pay to the City of Chicago, on behalf of annuitants of the Fund who participate in any of the City's health care plans, a subsidy consisting of \$95 per month for each such annuitant who is not eligible to receive Medicare benefits and \$65 per month for each such annuitant who is eligible to receive Medicare benefits. Pursuant to the terms of the legislation, this subsidy shall continue until such time as the City no longer provides a health care plan for such annuitants or December 31, 2016, whichever comes first.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

Acknowledged and Agreed to this 30\* day of July, 2020.

James C. Franczek, Jr. Labor Counsel City of Chicago

Robert S. Sugarman Attorney Chicago Fire Fighters Union,  
Local No. 2 JCF:mp

2797723.1

# FRANCZEK

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July 30, 2020

Robert S. Sugarman, Esq. Hogan Marren Babbo &  
Rose, Ltd 321 North Clark Street, Suite 1301 Chicago,  
IL 60654

Dear Mr. Sugarman:

This letter will acknowledge that when the City placed Engine Company 61 out of service, Engine Company 61's three (3) assigned Engineer positions were converted to relief positions.

The City agreed that, as a result of Engine Company 61 being placed out of service, the number of budgeted Engineer positions has not and will not be reduced.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

James C. Franczek, Jr. Labor Counsel  
City of Chicago

Acknowledged and Agreed to this 30<sup>th</sup> day of July, 2020.

Robert S. Sugarman, Aitcrfncj/, Chicar/o Fixe Fighters  
Union, Local No. 2

(CF:mp)

# Franczek

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<<mailto:jcf@franczek.com>>

July 30, 2020

Robert S. Sugarman, Esq. Hogan Marren Babbo &  
Rose, Ltd 321 Nordi Clark Street, Suite 1301  
Chicago, IL 60654

Dear Mr. Sugarman:

The parties acknowledge the Department's historical and traditional practice of balancing manpower, inclusive of identifying employees to be detailed or rehired, on the shift day prior to the work day in question. The Department agrees, effective upon the date of this letter, that as part of this manpower balancing process, it will not utilize or rely upon any employee assigned to a Squad (for the following shift day) to serve as an employee to be detailed to another company. An employee assigned to a Squad may be detailed to another company on the work day in question only in response to a manpower need arising subsequent to the manpower balancing process described immediately above.

If the above comports with your understandings, please so indicate in the space provided below.

James C. Franczek, Jr. Labor Counsel  
City of Chicago

Acknowledged and Agreed to this 30\* day of July, 2020.

Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Focal No. 2

JCF:mp  
HM BR  
HDGAN MARREN BABBD & ROSE, LTD

July 30, 2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois  
60606-6785

Re: Off Duty D.U.I.s

Dear Mr. Franczek:

This letter will reconfirm the parties' agreement to abide by the May 14, 2009 Supplemental Order of Arbitrator Benn relative to off duty D.U.I.s, as follows:

1. This is applicable only to those employees required to have a valid driver's license as a condition of employment with the Chicago Fire Department;
2. In the event the Department gains knowledge that such employee has been involved in an off duty D.U.I., the Department can put the employee on paid administrative leave.
3. Upon suspension of the employee's driver's license for an off duty D.U.I., the employee shall be given an option. First, if allowed to drive by the State of Illinois under conditions set by the State, the Department can offer the employee a Last Chance Agreement ("L.C.A.") and, if accepted by the employee, the employee shall be obligated to comply with the terms of the L.C.A. Second, if the employee chooses not to sign the L.C.A., the employee shall be placed on unpaid leave of absence for a period not to exceed 20 months in which time the employee can regain his or her driver's license from the State. If the employee cannot regain his or her driver's license within the 20 months period, the employee can be discharged,
4. If the employee opts to take an unpaid leave of absence under the provisions of paragraph 3 and is able to regain his or her driver's license, the employee shall be subject to disciplinary action on a case-by-case basis. Employees whose infractions involve only D.U.I., with no other infractions shall be given a written reprimand. Employees involved in D.U.I. with other infractions may be subject to greater disciplinary action. The Union shall have the right to challenge any discipline imposed under this paragraph pursuant to the terms of the grievance and arbitration procedures of the Labor Contract.

James C. Franczek, Jr., Esq.

July 30, 2020 Page-2

5. Employees regaining their licenses and returning to duty under these terms shall be immediately reinstated by the Department allowing for reasonable time for processing.

Your confirmation of this agreement in the space below will be appreciated.

Very truly yours,

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this \ C? day of \_

<es C. Franczek, Jr. -Labor Counsel City of Chicago

RSS/cbb  
**HM BR**

HOGAN MARREN BABBO & ROSE, LTD

July 30, 2020

James C. Franczek, Jr., Esq. Franczek P,C.  
300 South Wacker Drive, Suite 3400 Chicago,  
Illinois 60606^6785

Re: Contract Sections 3.4 and 7.3

Dear Mr. Franczek:

This letter will reconfirm our agreement with respect to the application of the proviso in Section 7.3 of the labor contract prohibiting outside employment while on layup, and as set forth in the negotiated Medical Order, in the context of employees designated to serve on behalf of the Union pursuant to Section 3.4.

The parties acknowledge that all employees, including Union officials and other Union representatives not on a leave of absence, are subject to Section 7.3. The parties also acknowledge that from time to time, a Union official or other Union representative on layup may act in his/her representative capacity to represent the Union's interest or a bargaining unit member's interest in an investigation, a disciplinary hearing, a mediation session, a bargaining session or other appropriate Union activity, such that it is not feasible for a different Union official or other Union representative to act in his/her stead. The Union official or other Union representative will contact the designated Department representative to secure approval to engage in the Union activity, and such approval shall not unreasonably be denied. Where approval has been granted, the parties agree that this does not constitute performance of outside employment in violation of either Section 7.3 or the Medical Order.

Very truly yours,

Robert S. Sugarjrian Attorney  
Chicago Fire Fighters Union, Local No. 2

Labor Counsel City of  
Chicago

RSS/cbb

HOGAN MARREN BABBO & ROSE, LTD

July 30, 2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois 60606-  
6785

Re; Medical Order

Dear Mr. Franczek:

This letter confirms the agreement between Local 2 and the City that the provisions of the Medical Order (G.O. No. 16-006, dated August 17, 2016) shall remain in effect unless modified by the parties.

Robert S. Sugafman Attorney  
Chicago Fire Fighters Union, Local No. 2

City of Chicago

RSS/jmh  
**HM BR**  
HOGAN MARREN BABBO & ROSE, LTD

July 30,2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago,  
Illinois 60606-6785

Re: Return to Duty Status from Extended Medical

Dear Mr. Franczek:

Regarding the Department Medical Procedure (General Order 16-006, August 17,2016), this will confirm the parties' agreement that an employee, upon return to Duty Status from Extended Medical, shall immediately be inserted on the applicable Overtime Distribution List based upon the employee's last date of overtime rehire.

If this comports with your understanding, kindly so indicate in the space provided below.

Very truly yours,

Robert S. Sugarrtan Attorney  
Chicago Fire Fighters Union, Local No. 2

Labor Counsel City of Chicago

RSS/cbb

**FRANCZEK**

300 SOUTH WACKER DRIVE. SUITE 5400 I CHICAGO. II60606 T 112986.0300 I F-:

JAMES C. FRANCZEK,  
312.786.6110  
jcf@rranczek.com  
<mailto:jcf@rranczek.com>

July 30,2020

Roberts. Sugarman, Esq. Hogan Marren Babbo & Rose,  
Ltd. 321 North Clark Street - Suite 1301 Chicago, IL  
60654

Re: Joint Pension Committee

Dear Mr, Sugarman:

This letter confirms the agreement of die City of Chicago and Chicago Fire Fighters Union, Local 2 to establish a Joint Pension Committee, comprised of no more than three (3) members from each party. Ihe committee shall have the responsibility to review, research and make recommendations regarding any legislation .related to the Firemen's Annuity and Benefit Fund of Chicago. (40 ILCS 5 /Article 6)

This letter also confirms the parties' agreement that the committee be established, operational and fully functioning prior to the 2010 veto session of the 96<sup>th</sup> General Assembly and that it continue to function thereafter.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

Acknowledged and Agreed to this 30\* day of July, 2020.

*O*

James C. Franczek, Jr. Labor Counsel City of Chicago

Robert S. Sugarman, Aftomey Chicago Fke Fighters Union,  
Local No. 2 ]('! F:mp  
**HM BR**  
HOGAN MARREN BASSO & ROBE, LTD

July 30, 2020

James C. Franczek, Jr., Esq. Franczek P.C.  
,300 South Wacker Drive, Suite 3400 Chicago,  
Illinois 60606-6785

Re: Joint Promotions Committee

Dear Mr. Franczek:

This letter reconfirms the agreement of the City of Chicago and Local 2 to establish a Joint Committee, three from each party, to meet at the request of the Fire Commissioner or the Union President to review, research and recommend changes to Contract Section 9.3 regarding the §9.3 promotions process in creating eligibility lists, including, but not limited to, tests, test criteria, pilot programs and other methods to fairly and accurately test employees for promotion to higher positions.

Very truly yours,

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to (u)is  
~50 day of yjcX\*^ ,2020.  
Labor Counsel City of Chicago

RSS/cbb

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HOGAN MARREN BABBD & ROSE, LTD

July 30,2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois 60606-  
6735

Re: Additional ALS Ambulances

Dear Mr, Franczek:

The Union and the City agree that the creation of ALS ambulances in addition to 80 during the term of this collective bargaining agreement is mutually desirable and will enhance significantly the Emergency Medical Services provided by the Chicago Fire Department. To that end, the parties agree, as follows:

1. The City and the Union will each appoint three persons to an ALS Ambulance Committee no later than 60 calendar days following ratification of this Agreement.
2. The Committee shall make recommendations to the City and the Union regarding additional ALS ambulances and consider such factors as the Committee deems appropriate.
3. The Committee shall make every effort to assess and implement the appropriateness of at least the addition of five ALS ambulances by July 1,2021.
4. In the event that additional ALS ambulances are created beyond 80, they shall be staffed with one paramedic and a P.I.C. or A.C. on a daily basis.

If the above comports with your understanding, please so indicate in the space provided below.

Acknowledged and Agreed to this  
7> C> day of yuJU 2020.

*James C. Franczek, Jr.* J fj  
Labor Counsel City of Chicago

RSS/cbb  
Robert S. Sugarman Attorney  
Chicago. Fire Fighters Union, Local No. 2

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HOBAN MARREN BAB9D <£ R □ S E , LTD

July 30,2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 ' Chicago, Illinois  
60606-6785

Dear Mr. Franczek:

This letter will reconfirm the parties' agreement regarding implementation of Contract Article IX, Sec. 9.2A relative to mandatory rehire of EMS platoon employees:

1. When any EMS platoon employee is mandatorily rehired, the letter "M" will be placed next to the employee's name; and
2. An EMS platoon employee with an "M" next to the employee's name shall not again be mandatorily rehired until all other EMS platoon employees on the same overtime distribution list have been mandatorily rehired,

If this comports with your understanding, kindly so indicate in the space provided below.

Very truly yours,

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed this

30 day of July 2020.

/James C. Franczek, Jr. J L/  
(7<sup>A</sup>)

■ Labor Counsel\* City of Chicago

RSS/cbb

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**HM BR**  
HOGAN MARREN BABBO & ROSE, LTD

July 30, 2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago,  
Illinois 60606-6785

Re: Implementation of Furlough Selection Process

Dear Mr. Franczek:

This letter reconfirms the following agreement of the parties.

Pursuant to the December 20, 2013 Furlough Arbitration award and decision and in implementation of the furlough selection process, it is agreed that:

1. Employees shall select and be assigned furloughs based upon the contract's §7.IB criteria in place at the time of their selections, except if an employee is transferred, based upon the employee's transfer request, or promoted during the selection period, the employee's furlough assignment shall be based upon the new promotion or transfer assignment, and new Platoon/Daley Day assignment, if applicable, and shall be based upon the employee's selection form;
2. The furlough selection period shall be not less than thirty-five (35) consecutive calendar days, and shall begin no later than September 15 and end no later than October 17 of each year. The furlough assignment process shall begin on October 18 of each year and the furlough assignment period shall end no later than November 15 of each year; and such dates shall be reflected in the Department Orders (i.e., "Furlough Schedule For Uniformed Members of the Bureau of Operations, Division of Fire, Suppression & Rescue" and "Furlough Schedule For Uniformed Members of the Bureau of Operations, Division of EMS");
3. The Department shall not balance manpower by changing Daley Days, Platoons or otherwise during the furlough selection and assignment periods that changes, or results in changing any employee's furlough selection, except in situations of transfers, upon the employee's transfer request, or promotions that take effect within the furlough selection period, as provided in paragraph A. above:
  - A. Employees promoted after the selection period or after furloughs have been assigned shall have their choice of open furloughs (as designated by the Department) on their Platoon/Daley Day assignment in the district/division/unit to which they are assigned -- if more than one person is involved, seniority shall govern;

187

James C. Franczek, Jr., Esq.

July 30, 2020 Page 2

- B. Employees transferred, upon their transfer request, after the selection period or after furloughs have been assigned shall have their choice of open furloughs (as designated by the Department) in their Platoon/Daley Day assignment in the district/division/unit to which they are assigned ~ if more than one person is involved, seniority shall govern; and
- C. An employee whose Platoon or Daley Day is changed on orders of the Department outside of the furlough selection and assignment periods shall retain the employee's furlough selection and assignment;

An employee who is transferred, upon the employee's transfer request, or who is promoted during or after the furlough selection period closes shall be assigned furloughs to which the employee is entitled within thirty-five (35) calendar days of the employee's transfer or promotion;

Within fourteen (14) calendar days following an employee's return to duty status (e.g., from extended medical status, or otherwise); the employee shall be notified of the furlough assignments to which the

employee is entitled; and

When an employee's Platoon or Daley Day is changed on orders of the Department, the employee shall be given notice of the change at least fifteen (15) calendar days before the change.

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this 5<sup>th</sup> day of July

C

Tjes C. Franczek, Jr. or Counsel City of Chicago

RSS/cbb

# FRANCZEK

JOO SOUTH WACKER DRIVE. SUITE 3400 | CHICAGO. IL 60606 Tr 312 986.0300 I  
F. 312:986 9192 I FRANCZEK.COM <http://FRANCZEK.COM>

JAMES C. FRANCZEK, JR. July 30, 2020 312.786.6110 Robert S. Sugarman, Esq.  
jcf@rranczek.com <mailto:jcf@rranczek.com>Hogan Marren Babbo & Rose, Ltd. 321 North Clark Street - Suite 1301  
Chicago, IL 60654

Re: Airport Red-Stripe Personnel

Dear Mr. Sugarman:

This will confirm die parties' agreement that should the Fire Department need a Red-Stripe employee for a particular airport (i.e., O'Hare or Midway), the Department will go down the overtime distribution list until a Red-Stripe employee for that-particular airport is located. An employee may be "passed over" if the employee does not have a Red-Stripe certification for the airport (manpower) need fot that particular day.

As with any employee, should die Red-Stripe employee refuse overtime, he/she will go to the bottom ofthe overtime distribution list.

It is further understood that the Department will use its best efforts to train personnel to obtain Red-Stripe certification for employees at both airports and will attempt not to utilize passovers.

If die above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

Acknowledged and Agreed to this 30<sup>th</sup> da-y-ofjuly, 2020.

Robei4 S. Sugarman, Attorney

Chicago Fire Fighter/Union, Focal No. 2  
JCF:mp

James C. Franczek, Jr. Labor Counsel City of Chicago

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HDGAN MARREN BABBO & ROSE, LTD

July 30, 2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois  
60606-6785

Dear Mr. Franczek:

This will reconfirm the parties agreement that the following June 27, 2011 agreement as modified regarding Special Operations Battalion Chief ("5-1-5"), shall continue in effect as set forth herein.

Very truly yours,

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union Local No. 2

Acknowledged and Agreed-fo this 30 day of July, 2020.

James C. Franczek, Jr. Labor Counsel City of Chicago

RSS/cbb

#### MEMORANDUM OF AGREEMENT

The Chicago Fire Department ("Department") and Chicago Fire Fighters Union, Local No. 2 ("Union") agree as follows:

In acknowledgment of the successful experience of the Program for Special Operations Battalion Chief ("5-1-5"), the parties hereby incorporate the 5-1-5 assignment as a permanent position

James C. Franczek, Jr., Bsqr.

July 30,2020 Page 2

into their collective bargaining agreement ("Agreement"). In order to accommodate the incorporation of this assignment, the parties agree that it is necessary to adjust the application of existing provisions of the Agreement, as set forth below:

1) The 5-1-5 assignment shall be a resume position within the meaning of § 16.7C(I) (i.e., the Employer shall determine and post reasonable job qualifications, and the job(s) shall be filled on the basis of seniority by employees who have such qualifications), and future vacancies shall be filled in accordance with the provisions applicable to such positions. The parties agree that those Battalion Chiefs who previously applied for the 5-1-5 assignment and were certified by the Department as having satisfied the posted qualifications for that assignment as part of the Pilot Program shall be regarded as incumbent certified Chiefs within this assignment upon its recognition as a permanent assignment.

2) It is contemplated that because there are more certified Chiefs within the 5-1-5 assignment than there are positions available for them, all such certified individuals will continue to hold their regular assignments as Battalion Chiefs, whether permanently assigned to a specific Battalion or as a Relief Battalion Chief. On those duty days when they are not assigned to the 5-1-5 assignment, they will function as a regularly assigned or relief Battalion Chief, as applicable.

3) The Department shall manage the 5-1-5 assignment on a daily basis, which assignment shall be separate from the requirements of § 16.4A(3). On days when the assigned certified Chief is not available, the Department may fill the 5-1-5 assignment by detailing an available, certified Chief who would otherwise be functioning as a regularly assigned or relief Battalion Chief. Where the detailing of such a certified Chief leaves an unmanned Battalion Chief position in the Bureau of Operations that day, the Department shall, within its discretion, either utilize an acting variance pursuant to §§ 16.4D(b), (d)(a) and (b), or rehire a Battalion Chief pursuant to § 9.2A. If no certified Chief is available to be detailed to the 5-1-5 assignment, the Department shall fill the 5-1-5 assignment by rehiring a certified Chief from the applicable overtime list. Overtime in the 5-1-5 assignment shall be distributed in accordance with the provisions applicable to asterisked certifications in § 9.2A.

4) If at any time a certified Chief no longer wishes to serve in the 5-1-5 assignment, he shall submit written notification of such request on a form developed by the Department, which request shall be granted. The Department shall share such information with the Union.

5) The provisions of this Memorandum of Agreement shall be effective as of 0500 on June 29,2011 and shall be coterminous with the Agreement, and any extension thereof.

Acknowledged and Agreed to:

*/s/ Thomas E. Ryan, Jr.*  
Thomas E. Ryan, Jr.  
President  
Chicago Fire Fighters Union,  
Local 2

*/s/ Jose A. Santiago*  
Jose A. Santiago  
Fire Commissioner  
Chicago Fire Department

April 7, 2014 Date  
April 7, 2014 Date

HOGAN MARREN BABSD cS: ROSE, LTD

July 30, 2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois  
60606-6785

Re: Collections Regarding Medical Services

Dear Mr. Franczek:

This letter reconfirms the parties' agreement that the Department's Personnel Director will provide the following letter to medical providers and/or collection agencies that have demanded payment for hospital and medical bills from employees who claim that such expenses are duty-related and who have filed medical grievances regarding such expenses pursuant to Section 10.9 of this Agreement:

"Dear :

[Name of employee] has been notified by your office that payment for hospital and/or medical expenses is now due.

Please be advised that [name of employee] claims that these expenses arise from a duty-related injury or illness.

In the event that the injury or illness is determined to be duty-related, the City of Chicago's Committee on Finance, will reimburse you for all expenses arising from that injury or illness. In the event that the injury or illness is determined not to be duty-related, the claims administrator for the City of Chicago's Medical Plan will reimburse you for all expenses arising from that injury or illness in accordance with the Plan's provisions.

Accordingly, once this determination has been made, you will be reimbursed for the hospital and/or medical expenses for which you currently seek payment. Pending that determination, any requests for payment, collection demands or garnishment actions are premature. The City therefore requests, on behalf of [name of employee], that such actions be delayed pending resolution of the underlying claim.

If you have any questions regarding these matters, please contact [name of CHY employee] for additional information."

James C. Franczek, Jr., Esq.

July 30, 2020 Page 2

Very truly yours,

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No. 2

. Acknowledged and Agreed to this

● ^ " 4 J C r - ● 2020

jfenyis C. Franczek, Jr, Labor Counsel City of Chicago

RSS/cbb

# FRANCZEK

300 SOUTH WACKER DRIVE; SUITE 3400 I CHICAGO. IL 60606 T: 312.986.0300 I  
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JAMES C. FRANCZEK, JR.  
312,786.6110 [jcf@franczek.com](mailto:jcf@franczek.com)

July 30, 2020

Robert S. Sugarman, Esq. Hogan Marren Babbo &  
Rose, Ltd. 321 North Clark Street - Suite 1301 Chicago,  
IL 60654

**Re: W-2 Letter**

Dear Mr. Sugarman:

This letter confirms die parties' agreement that die City will provide employees covered by this Agreement with adjusted W-2 forms mdicadng payment for any time that employees spend on duty-related injury or illness medical status, as such payment is in lieu of Workers' Compensation.

If the above comports with your understandings, please so. mdicate in the space provided below.

James C. Franczek; Jr. Labor Counsel City of Chicago

Very truly yours,

JCF:mp

Acknowledged and Agreed to this 30<sup>th</sup> day of

July, 2020.

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HOGAN MARREN BABBO cx ROSE, LTD

July 30,2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois 60606-  
6785

Dear Mr. Franczek:

This will reconfirm the parties' agreement that paragraph 7 of the Administrative Rights of the Chicago Fire Department utilized by the Internal Affairs Division of the Chicago Fire Department shall read:

"7. I understand that by law any admission or statement made by me during the course of this hearing, interview/interrogation^ or examination, and/or the fruits thereof cannot be used against me in a subsequent criminal proceeding.

The undersigned hereby acknowledges that I was informed of the above rights."

Very truly yours,

Robert S. Sugarman Attorney  
Chicago Fire Fighters Union, Local No. 2

City of Chicago

RSS/cbb

**HOGAN MAR REN BABBO & ROSE, LTD**

July 31,2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois 60606-  
6785

Re: Investigation and Notification Reviews

Dear Mr. Franczek:

This will confirm the parties' agreement that the City shall provide Local 2 with written notification no later than by 3:00 P.M. Friday of any IAD interviews to take place the following week.

The notification shall advise of the District and/or Division Bureau of the employee^) to be interviewed or to receive a notification review as well as the date and time of the review or notification.

Very truly yours,

Robert S. Sugarman Attorney  
Chicago Fire F ighters Union, Local No. 2

Acknowledged and Agreed to this 3<sup>rd</sup> day of August, 2020.

bor Counsel City of Chicago

RSS/cbb

# Franczek

300 SOUTH WACKER DRIVE. SUITE 3400 | CHICAGO. IL 60506 J-.3U.936.0300 | F: 312  
936.9192 | FRANC2EK.COM <<http://FRANC2EK.COM>>

JAMES C. FRANECZEK, JR.  
312.786.6U0 [jcf@franczek.com](mailto:jcf@franczek.com)  
<<mailto:jcf@franczek.com>>

J uly 30, 2020

Robert's. Sugarman, Esq. Hogan Marren Babbo.&  
Rose, Ltd" 321 North Clark Street, Suite 1301  
Chicago, IL 60654

Re: Manning

Dear Mr. Sugarman:

This letter confirms that neither the City nor the Union- will make a proposal regarding Manning under Section 16.4. of this contract prior to January -1, 2022.

If the above comports with your understandings, please indicate in the space provided below.

Very truly yours,

James C. Franczek, Jr. Labor Counsel  
City of Chicago

Acknowledged and A freed ro ibis Mf- d-iv of  
July, 2020.  
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Robert S. Sugarman, Jr.  
Chicago Fire Officers Union Local No 1

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# Franczek

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f@franczek.com

July 30, 2020

Robert S. Sugarman, Esq. Hogan Marren Babbo & Rose,  
Ltd 321 North Clark Street, Suite 1301 Chicago, IL 60654

Re: Wellness

Dear Mr. Sugarman:

This letter confirms the following:

Effective on or before January 1, 2021, Employees shall not be subject to the \$50 penalty for failure to participate in the Wellness Program, provided that before October 1, 2020, the LMCC adopts the Medical Plan changes either (a) ordered by Arbitrator Nielsen in Grievance N001 -19-270-155, or (b) agreed to among the City, COUPE, and AFSCME to resolve such arbitration.

"Wellness Program\*" does not include mandatory try-health improvement programs for which the \$50 penalty will continue for failure to participate.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

James C. Franczek, Jr., Labor Counsel City of  
(Chicago)

Robert S. Silvanian, Chicago Firefighters Union.  
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HOGAN MARREN BABBD & ROSE, LTD

My 31,2020

James C. Franczek, Jr., Esq. Franczek P.C.  
300 South Wacker Drive, Suite 3400 Chicago, Illinois 60606-  
6785

Re: Vacation Compensation on Separation

Dear Mr. Franczek:

This will confirm the agreement of the City and Local 2 that employees separating from service under contract Sections 7.1 .C. 1 and 7.1 .C3 shall have the option of receiving vacation duty day compensation within seventy-five (75) days of separation, by December 31, in the year of separation, or in the year following separation, so long as they retire between November 1 and November 30. Employees separating from service after November 30 shall receive their vacation duty day compensation in the year following separation, but no later than seventy-five (75) days following separation. Employees separating from service prior to November 1 shall receive their vacation duty day compensation in the year of separation.

Very truly yours,

Robert S. Sugilrmah Attorney  
Chicago Fire. Fighters Union, Local No. 2

Acknowledged and Agreed to this 3<sup>rd</sup> day of August,

2020.

lies C. Franczek, Jr. / Labor Counsel "■City of Chicago

RSS/cbb

To the President and Members of the City Council:

Your Committee on Workforce Development, to which was referred an ordinance 02020-4217, Collective Bargaining Agreement with Chicago Fire Fighters Union, Local No. 2, International Association of Fire Fighters, AFL-CIO-CLC, begs leave to recommend that Your Honorable Body pass the ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present on September 3, 2020.  
Susan Sadlowski Garza  
Chairwoman

Respectfully submitted,