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#840057

DRAFT

Hold until
July meeting
for funding by
city

LABOR CONTRACT

between

THE CITY OF CHICAGO, ILLINOIS

and

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

July 1, 1999 to June 30, 2007

7/21/03

114 pages

**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 EMS District Commanders, 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 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 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 the Employer and to the Union during the thirty days prior to the expiration date of this Agreement.

- C. Should any employee covered by this Agreement, who is a member of the Union, become in arrears in his dues or other financial obligations to the Union, the Secretary-Treasurer of the Union shall so notify the Employer and the Employer shall immediately commence to treat any such employee as a fair share fee payer in accordance with Section 3.2.

Section 3.2 Fair Share Fee and Payroll Deductions

Any present employee who is not a member of the Union and all employees hired on or after the effective date of this Agreement and who have not made application for membership shall, commencing thirty (30) days after their employment or the effective date of this Agreement, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union each month their fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and conditions of employment.

It is further agreed that upon compliance by the Union with the requirements set forth in the paragraph below, the Employer shall deduct from the earnings of present employees and newly-hired employees not members of the Union a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions (hereinafter the "fair share amount") from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and the pursuit of matters affecting wages, hours and other conditions of employment.

Before any fair share amounts are deducted from the wages of present employees or newly-hired employees, the Union shall submit the following to the Employer (i.e., to the person designated by the Employer) for its inspection: a copy of the notice the Union intends to distribute to non-member employees, which notice shall include: a) a summary of the major categories of Union expenses, together with an explanation of the formula for the calculation of the fair share fee; b) a statement that the summary has been verified by an independent auditor applying generally accepted accounting principles; c) a statement that a procedure exists by which fair share payers may challenge the amount of the fair share fee (which procedure shall include resolution of challenges by an impartial decision-maker) and an explanation of said procedure(s); and d) a statement that there exists an escrow account into which contested fees will be placed while non-members' challenges are pending.

If the notice does not contain the above-stated categories of items, the Employer will notify the Union in writing within thirty (30) days of receipt and shall not make deductions for non-members until the Union furnishes a substituted notice, which upon Employer review satisfies the above-stated format. The Employer shall notify the Union of its review in writing within fifteen (15) days of receipt of any substituted notice. The Union shall be responsible for

distribution of fair-share notices to non-members, including new hires, and the City will cause copies of the notice to be posted on employee bulletin boards at Department facilities at which bargaining unit employees are regularly assigned. The fact of the publication of the notice will also be announced at a daily roll call on each of three (3) successive days subsequent to the publication of the notice. The Employer shall not under any circumstances guarantee the legal sufficiency or factual accuracy of the Union's fair share calculations, fair share amount, or fair share procedures, as reflected in the aforesaid notice.

Section 3.3 Indemnity

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 3.4 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 years without pay to not more than two 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.

~~Effective January 1, 1993, in~~ **In** addition to the foregoing, three employees covered by this 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.**

- 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, seminars, conferences or symposiums. It is provided, however, that this shall be limited to a maximum of 2400 hours **(effective July 1, 2003, 2640 hours)** annually.

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 **Director of Personnel 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.

- C. One 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 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 authorized per diem allowance from the Union, his absence from work shall be without loss of pay.
 - d. The Union will provide the Fire Commissioner or his designee with satisfactory evidence concerning the payment of the 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 they relate 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 Section 7.6C.

Section 3.5 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 this Agreement may be furnished to the Fire Commissioner for distribution through the Department.

Section 3.6 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 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 3.7 Union Insignia

Employees 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 on the dress uniform ~~and a quarter on the work 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 ¼ inch above the member's name plate. On the work uniform, such insignia shall be centered 1-½ inch above the member's right breast pocket.

**ARTICLE IV
HOURS OF WORK**

Section 4.1 Platoon Duty

A. Bureaus of Fire Suppression and Rescue and Support Services

Employees covered by this Agreement who work within the Bureaus of Fire Suppression and Rescue 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 tours of duty shall be 24 consecutive hours on duty, starting at 8:00 a.m. and ending the following 8:00 a.m.; except, however, that the 24 hours on duty for Battalion 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 48 consecutive hours off duty. The annual average weekly hours on duty shall normally not exceed 44.8 hours per week. The average weekly hours shall normally be accomplished by scheduling every 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 Fire Suppression and Rescue and Support Services

Employees may be temporarily detailed from platoon duty to 40 hour duty and from 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 the 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. Details shall be on a voluntary basis according to seniority, except if there are not sufficient 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 30 days of the detail. In the case of a detail which exceeds 30 days, by mutual agreement as above provided, the employee will receive his 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 48 hours off between shifts as set forth in Article IV 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. **Detailed After 30 days, detailed** employees shall be slotted onto overtime lists by last date of rehire - the District Chief and Union Steward or Business Agent shall consult.
4. Any employee detailed from a 40 hour duty schedule to platoon duty shall receive ¼ of a Daley Day for each platoon shift worked.
5. No employee detail shall commence on a holiday; except when the Fire Commissioner or the Mayor determines and announces that an emergency exists.
6. No employee shall be so detailed for disciplinary reasons.

C. Bureau of Emergency Medical Services

Employees covered by this Agreement who work within the Bureau of Emergency Medical Services (i.e., Paramedics, Paramedics in Charge, Ambulance Commanders and Field Officers) 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 24 consecutive hours on duty, starting at 8:00 a.m. and ending the following 8:00 a.m.; except, however, that the 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 72 consecutive hours off duty. The annual average weekly hours on duty shall normally not exceed 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 Emergency Medical Services

Employees may be temporarily detailed from platoon duty to 40 hour duty and from 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. Details shall be on voluntary basis according to seniority, except if there are not sufficient 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 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 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 24 hours off duty before reporting to or returning from a detail between platoon duty and 40 hour duty.

3. **Detailed After 30 days, detailed** employees shall be slotted onto overtime lists by last date of rehire - the District Commander and Union Steward or Business Agent shall consult.
4. No employee detail shall commence on a holiday; except when the Fire Commissioner or the Mayor determines and announces that an emergency exists.
5. No employee shall be so detailed for disciplinary reasons.

Section 4.2 40 Hour Employees

- A. Employees within the Bureaus of Administrative Services and Emergency Medical Services, and other bureaus listed in Section 4.1 who are not on platoon duty, shall work a normal work week consisting of eight (8) consecutive hours, Monday through Friday. Exceptions to the normal work week shall be consistent with past practice.
- B. Employees assigned to the Bureau of Fire Prevention shall normally work eight (8) consecutive hours five days per calendar week. The calendar week shall commence on Monday, and the normal work week is Monday through Friday. However, when an employee is scheduled Tuesday through Saturday or Wednesday through Sunday, as indicated in subparagraph B1, and that employee is scheduled to work Monday through Friday of the succeeding week, such is permissible with the proviso that in all circumstances employees must receive four days off during such a 14 day period, whether before or after, or both before and after, the ten consecutive work days.
 1. Each employee will be subject to work Saturdays and Sundays as part of their normal work week, a maximum of four (4) out of fifty-two (52) weeks per year.

This weekend work assignment would consist of two (2) 8-hour periods within the 1800 hours on Friday to 2400 hours on Sunday time period.

Example:

Sunday - Off

Monday - Off

Tuesday - 0800 to 1630 hours

Wednesday - 0800 to 1630 hours

Thursday - 0800 to 1630 hours

Friday - 2000 to Saturday 0400 hours

Saturday - 2000 to Sunday 0400 hours

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

Exit and Fire Alarm

License

Computer

Aide to the Commissioner
Messenger
Mailing Service
6 Area Office Clerks
Gas Leak Men

A list of the members exempt from the 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 weekends per year will be sent to each affected member who will choose the weekends he wishes to be available for work. Employees shall be assigned to the four (4) 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 work week. 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 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 8 hours off between shift assignments unless a bona fide operational need exists.

Section 4.3 Break Periods - Meal Periods

- A. The 40 hour employee's work schedule shall provide for a 15-minute paid break period during each one-half shift. The break period shall be scheduled approximately at the middle of each one-half shift whenever this is feasible. All 40 hour employees shall also be granted a paid lunch period of not to exceed one hour during each work shift. Whenever feasible, the lunch period shall be scheduled approximately at the middle of each shift.
- B. Any 40 hour employee who for any reason works two hours beyond his/her regular quitting time shall be entitled to a third 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 provisions of this Agreement.

Compensation shall not be paid more than once for the same hours worked under any provisions 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 ~~at their next higher pay grade~~ **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-day work week, 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 work week. 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 times their hourly rate for each hour or any portion thereof less than such ten (10) hours. For all times consisting of fifteen 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, ~~1995~~ **1999**, 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, ~~1995~~ **1999**, a ~~1.5%~~ **2%** increase.
 2. Effective January 1, ~~1996~~ **2000**, a ~~1.5%~~ **4%** increase.
 - ~~3. Effective July 1, 1996, a 1.5% increase.~~
 - ~~4.~~ **3.** Effective January 1, ~~1997~~ **2001**, a ~~3.5%~~ **4%** increase.
 - ~~5.~~ **4.** Effective January 1, ~~1998~~ **2002**, a ~~3.75%~~ **4%** increase.
 - ~~6.~~ **5.** Effective January 1, ~~1999~~ **2003**, a ~~2.25%~~ **2%** increase.
 - ~~6.~~ **Effective July 1, 2003, a 1% increase.***
 - ~~7.~~ **Effective January 1, 2004, a 2% increase.***

- (b) The increases will be retroactive to the dates specified and be applicable to all ~~salary-related~~ salary-related items. Retroactivity for these increases will be applicable to all persons on the payroll at any time ~~from and~~ on or after July 1, ~~1995~~ 1999.*

***Subject to increases per negotiations under Section 20.1B reopener.**

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/or 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 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 1st and 16th of each month. If the paychecks are available to the District Chiefs for earlier distribution, they shall not be unreasonably withheld.

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 pay period following the period in which such work was performed, except for EMS platoon employees no later than the third pay period following the period in which such work was performed.

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 2277.6 for the 24-hour shift employees, and by 2080 for the 8-hour shift employees.

Effective January 4, 1995, for purposes of determining and computing the regular straight-time and basic hourly rate of pay for Emergency Medical Services 24-hour shift employees, the annual hours are 2132.

Effective January 1, 1997, the regular straight-time and basic hourly rate of pay shall be determined and computed by dividing the employees's annual salary by 2132 for the 24-hour shift employees and by 2080 for the 8-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 (½) hour. Work consisting of more than one-half (½) hour shall be paid in one-half (½) 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 hours 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 schedule 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 F.1 at Steps 10 and 11.~~

Effective January 1, 2004, F.6 at Step 10 shall be increased by .5%, and F.6 at Step 11 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 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

Effective October 1, ~~1994~~ **2000**, all employees, except EMS employees assigned to platoon duty, shall earn duty availability pay in the amount of ~~\$455~~ **\$580.00** 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, ~~1995~~, **2001** and each April, July, October and January thereafter, by the end of the applicable month.

The quarterly payment amounts for all employees, except EMS employees assigned to platoon duty, shall be increased to the following amounts on the dates specified:

<u>Effective Payment Date</u>	<u>Amount Per Quarter</u>
January, 1997 2002	\$505 \$605.00
January, 1998 2003	\$555 \$630.00
<u>January 2004</u>	<u>\$680.00</u>
<u>January 2006</u>	<u>\$730.00</u>

Effective October 1, ~~1996~~ **2000**, EMS employees assigned to platoon duty shall earn duty availability pay in the amount of ~~\$112.50~~ **\$175.00** for 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, ~~1997~~ **2001** and each April, July, October and January thereafter, by the end of the applicable month.

These quarterly payment amounts for EMS employees assigned to platoon duty shall be increased to the following amount on the date specified:

<u>Effective Payment Date</u>	<u>Amount Per Quarter</u>
January, 1998 2002	\$150 \$200.00
<u>January 2003</u>	<u>\$225.00</u>
<u>January 2004</u>	<u>\$300.00</u>
<u>January 2006</u>	<u>\$350.00</u>

Section 5.8 Incentives – Reclassification/Regraded Salary

A. 1. Effective June 30, 2003, all non-probationary employees shall be paid a one time payment by the City of \$600.00 upon receiving their EMT-B license and obtaining approval to function in the Chicago EMS System. Effective June 30, 2003, all employees who obtain their EMT-P license shall be paid a one time payment of \$1,200.00 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 Section 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 five (5) year (or effective the date of contract ratification, seven (7) year) dual status commitment pursuant to Section 16.4C3 or to future employees who cross over 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. Effective June 30, 2003, said employees shall be paid annual salaries for the classified/graded cross-trained dual status FS&R EMT-B and EMT-P positions reflecting three percent (3%) and six percent (6%) respectively, higher than non-dual status employees. This shall be pursuant to 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 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 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 the Department's 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 Bureaus of Fire Suppression and Rescue and Emergency Medical Services 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 Bureaus of Fire Suppression and Rescue and Emergency Medical Services 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 a Training Instructor, shall be paid at a minimum 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. An employee who is assigned to the Fire Academy as a Training Instructor shall be paid at the next higher pay grade and at the employee's current pay step for the time that the employee is so assigned. However, a Battalion Chief so assigned who is at Step 10 or 11 shall be paid at the 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 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 Promotional 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 Sections 16.3 and 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) 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.

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 the Bureau of Emergency Medical Services) - twelve (12) duty days; effective January 1, 1997, thirteen (13) duty days upon completion of 25 years of service or more prior to July 1 of that calendar year.

- (c) Platoon employees - Bureau of Emergency Medical Services

Years of Service	Number of Vacation Duty Days
After 1 Year	3 days
After 5 Years	6 days
After 15 Years	9 days
<u>After 25 Years</u>	<u>10 days effective January 1, 2004</u> <u>(to be taken in 2004 and</u> <u>yearly thereafter)</u>

After completing of 1, 5, ~~or~~ 15 **or 25** years of service or more prior to July 1, 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, effective January 1, 1997, those employees entitled to thirteen (13) duty days (as provided in subsection 2(b) above) shall receive an additional furlough period which shall include one (1) duty day.
4. Effective January 1, 1995, for EMS platoon employees each vacation period shall include three (3) duty days. Effective January 1, 1997, for EMS platoon employees each vacation period shall consist of one (1) duty day, and on the basis of seniority and rank such employees shall select and be assigned all vacation duty days to which the employee is entitled.
5. Consistent with current Department pay practices for platoon (except for Bureau of Emergency Medical Services) employees one duty day is the equivalent of three calendar days and for forty hour employees one duty day is the equivalent of one calendar day. When a day is set forth in this Agreement, the day means a duty day consistent with the above.

B. Selection of Vacation Periods

~~Effective October 1, 1994, selection~~ **Selection** of vacation periods ~~commencing in 1995~~, shall be in accordance with the Department's 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.**

C. Vacation Benefits Upon Termination

1. Any 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 ~~regular salary~~ **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. ~~For EMS employees effective January 1, 1995, the employee shall be compensated at the employee's straight time and basic hourly rate of pay. Effective January 1, 1997, all employees shall be compensated at the employees straight time and basic hourly rate of pay.~~
2. An employee who is separated from service by reason of retirement following a sick or injury leave shall receive a vacation benefit as follows:
 - (a) If the sick or injury leave was a result of a duty-connected injury, illness or disability, or determined to be an occupational disability or duty disability following retirement, the employee shall be compensated at the ~~salary rate which was applicable~~ **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. ~~For EMS employees effective January 1, 1995, the employee shall be compensated at the employee's straight time and basic hourly rate of pay. Effective January 1, 1997, all employees shall be compensated at the employees straight time and basic hourly rate of pay.~~
 - (b) ~~If, however,~~ the sick or injury leave 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, the employee shall be compensated at the ~~salary rate which was applicable~~ **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. ~~For EMS employees effective January 1, 1995, the employee shall be compensated at the employee's straight time and basic hourly rate of pay. Effective January 1, 1997, all employees shall be compensated at the employees straight time and basic hourly rate of pay.~~

3. ~~Effective January 1, 1997, an~~ **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 four (4) vacation duty days **(five and one-half (5.5) vacation duty days effective January 1, 2004)**, 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 twelve (12) **(sixteen and one-half (16.5) effective January 1, 2004)** 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:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Casimir Pulaski Day	Christmas Day
Memorial Day	Flag Day (June 14 th)*
Independence Day	

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

*Effective January 1, 1997, Flag Day (June 14th) for platoon employees and the second Friday in June for all 40 hour employees.

B. 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 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., 1½ 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.
2. Holiday on Furlough
If a holiday falls on one of the twelve (12) furlough days of any platoon employee, he shall be paid for that day as if he had worked on the holiday (i.e., 1 duty day, 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 had worked on the holiday (i.e., 1 duty day, 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 24 hours of holiday pay when a holiday falls on their Daley Day, and, effective July 1, 1994, those platoon employees on the medical roll (medical status) because of a duty-related injury shall receive 24 hours of holiday pay when a holiday falls on their regularly scheduled work day.

5. **Rehire on Holiday/Daley Day**
Platoon employees rehired on a Daley Day which is a holiday shall receive 24 hours of holiday pay plus time and one-half for all hours worked. Thus, an employee who works the entire 24 hour shift shall receive total compensation of 60 hours pay (24 hours holiday pay plus 36 hours pay). If relieved of rehire before the end of the shift, the employee shall receive 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 48 hours of pay as compensation, assuming the employee works the entire 24 hour shift. If the employee is relieved of rehire before the 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 24 hours pay in addition to regular pay;
 - (b) If it is the employee's Daley Day, the employee shall receive 24 hours holiday pay plus one and one-half 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 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 24 hours of holiday pay if the holiday falls on their scheduled work day and is within either the 14 or 15 day calendar period set forth in Section 7.4, and platoon employees shall receive 24 hours of holiday pay if a holiday falls on their Daley Day during such military leave.

D. Platoon Employees - Bureau of 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 8 hour period (i.e., 1 duty day, 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, 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 shall be paid for that day as if he worked on the holiday (i.e., 1 duty day, 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, 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 shall receive 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 shall receive 8 hours of holiday pay when their regularly scheduled work day immediately precedes the holiday.

4. Rehire on Holiday/Off-Shift Day

Employees rehired pursuant to Section 9.2 on a day which is a holiday shall receive 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 60 hours pay (24 hours holiday pay plus 36 hours pay). If relieved of rehire before the end of the shift, the employee shall receive 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 8 hours of holiday pay plus time and one-half for all hours worked (with minimum recall guarantee).

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 24 hours of pay in addition to regular pay, and the employee whose shift immediately precedes the holiday shall receive 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 8:00 a.m. on the day the holiday is observed, the employee shall receive 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 8 hours of holiday pay 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 24 hours of holiday pay if his scheduled work day begins at 8:00 a.m. on the day the holiday is observed and 8 hours of holiday pay if his scheduled work day immediately precedes the holiday and such scheduled work day is within either the 14 or 15 calendar period set forth in Section 7.4.

Section 7.3 Sick and Injury Leave

Any member of the 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 Department shall, for the duration of twelve (12) months, providing his 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 retirement from service in the Department during such period. The fact of such disability, its nature or cause of his injury, and its duration shall be certified to by the Department's 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 Department who is receiving his usual City salary while on disability is prohibited from engaging in any employment other than with the Department. Any member found to be in violation of this Section shall be subject to the loss of his salary from the Department while an employee.

No member of the 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 **which must be taken in a minimum of seven (7) consecutive calendar day blocks.**

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 **which must be taken in a minimum of seven (7) consecutive calendar day blocks.**

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

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 stepparents 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 a 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 months; are each eighteen 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 B 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.

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 the Department's approval, receive up to 2 scheduled days off in the first quarter (January-March); 3 scheduled days off in the second quarter (April-June); and 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 40-hour duty shall be entitled to and may schedule one administrative day off in the quarter in which the employee transfers to 40-hour duty and one administrative day off thereafter in each quarter or any portion thereof in which the employee works in the 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 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 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 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. Effective January 1, 1997, 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 administrative day.
8. Candidate employees shall be entitled to one (1) administrative day within the 90-day training period. This day shall be granted at the discretion of the Director of Training.

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 members of the same District, except EMS which shall be by Bureau, working the same shift, to exchange Daley Days.
2. Daley Day exchanges will be a direct exchange between two members for either a 12-hour period or a 24-hour period, except there may be an exchange for less than 12 hours for purposes of training or education. All exchanges will be within the same District except EMS which shall be by Bureau.
3. To maintain orderly scheduling of manpower, exchanges of Daley Days will be accomplished by members of the same rank. However, Company Officers (Captains and Lieutenants; Paramedics in Charge and Ambulance Commanders) will be allowed to exchange Daley Days or traded tours of duty at the discretion of the Deputy District Chief or Deputy Chief Paramedic.
4. **All FS&R employees can trade or exchange tours and Daley Days with employees of the same rank within the Bureau (Citywide) 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, then cross-trained, dual status employees may be required to trade with other cross-trained, dual status employees of the same rank and classification, with exceptions for emergencies at the reasonable discretion of the Bureau Commander or designee.**
- 4.5. 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

- 5.6.** A traded tour policy has been established to allow members to trade a tour of duty in the event that a Daley Day exchange cannot be effected.
- 6.7.** A trade of either a 12-hour period or a 24-hour period will be allowed, except there may be a trade for less than 12 hours for purposes of training or education. All exchanges will be within the same District, except EMS which shall be by Bureau. 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.
- 7.8.** 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

- 8.9.** Effective January 1, 1997, no member may exceed a maximum of nine (9) exchanges and/or trades, or combination thereof within each one-half calendar year (*i.e.*, January 1 through June 30 and July 1 through December 31). For the Bureau of Emergency Medical Services, effective January 1, 1995, no member may exceed a maximum of 12 trades within each one-half calendar year (*i.e.*, January 1 through June 30 and July 1 through December 31). For all exchanges and/or trades pay-back time is not included within the established time frame and shall be in addition.
- 9.10.** A maximum of three consecutive trades, exchanges, or pay-back days to a maximum of fourteen calendar days (effective January 1, 1995, a maximum of 15 calendar days) without a scheduled work day in between will be allowed to an employee. (A Daley Day is not a scheduled work day.)
- 11.** Furloughs may be extended before and/or after to a maximum of 29 calendar days including the furlough by trades, exchanges, or pay-back days with the permission of the District Chief or the Deputy Chief Paramedic which permission shall not be denied without good reason.

QUALIFICATIONS

- 10.12.** Requests for exchanges, trades, and pay-back 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.

11.13. All exchanges and trades must be reconciled by the parties involved in the exchange or trade prior to promotions, reassignments, retirements, etc. ALL pay-back days must be completed within four months of the FIRST exchange or trade. Pay-backs may be either before or after the exchange or trade. Pay-backs 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

12.14. 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 pay-back 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.

13.15. 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.

14.16. On the day of the exchange of Daley Day, traded tour of duty, or pay-back, the proper entries will be made in the company journal and attendance and assignment record.

15.17. Approved exchange of Daley Days, traded tours of duty or pay-back 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 pay-back 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 time, the Employer shall request payment of this time within four months of the exchange, trade or pay-back. Time owed and not paid back to the Employer within the four-month period may at the Employer's discretion result in the docking of time owed. Local #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 the Department. In addition, payment of this time will be accomplished irrespective of the District's Seniority Overtime Assignment List.

RESPONSIBILITY

~~16.18.~~ It will be the responsibility of:

- a. The member, when granted a Daley Day exchange, traded tour of duty or pay-back day, to ensure that the member scheduled to work is notified of the particular request being approved/disapproved.
- b. The immediate supervisor of members who have requested a Daley Day exchange, traded tour of duty, or pay-back 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 pay-back 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 member'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 within the Bureau of Emergency Medical Services, and Fire Fighter/Paramedics, within the Bureau of Fire Suppression and Rescue who are required while off duty to attend State of Illinois recertification training programs and examinations, shall be compensated at time and one-half their straight-time hourly rate of pay. 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 purposes of licensing, EMT-B employees shall be detailed while on duty to an ALS ambulance for a twenty-four (24) hour period in each calendar year.**

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 EMT 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, **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 "B" 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. Reimbursement will not be granted if:
1. Tuition costs are covered by Veteran's Administration or other funds, or
 2. The program in which the employee is enrolled is reimbursable through a federal grant-in-aid program for which the employee is eligible.
- 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 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 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-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 a 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.

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

All 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 leave 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 (1) 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 to 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 the expiration of his or her leave of absence, without making application for extension, it shall be considered that the employee resigned effective as of the last day of the authorized leave of absence.
- 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 to 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. An employee 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 Department shall not be considered in the certification and appointment from promotional eligibility lists.

Section 8.3 Family and Medical Leave Act

Employees shall be entitled to leave without pay as provided in the Family and 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 last date of hire, which shall be the day of his return to service, unless he requests or requested reinstatement on or before thirty (30) days after the effective date of his resignation and such request is or was ultimately granted, in which case he shall continue to use the seniority date in effect prior to his 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 (work days) 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) days' 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 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;
- H. Any employee who returns to active duty after a period during which he received duty, occupational and/or ordinary disability benefits shall have his seniority continued to be based on his last date of hire without adjustment.
- I. On or before April 1 and October 1 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 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.

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 Materials unit, 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. 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.

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 in numerical sequence (e.g., District ~~5~~ 6 to District ~~6~~ 7 to District 1) until sufficient personnel are acquired.
2. In the event, however, there are not sufficient 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 not sufficient 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 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 24 hours, irrespective of the 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.

~~Effective January 4, 1995, for~~ 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 24 hours, irrespective of the 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.
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 3 business days.

B. 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 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.

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, 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 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 that employees rehired from outside the District shall 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 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. 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 criteria: written, seniority and oral/proficiency (hereafter referred 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, ~~1997~~ 2003, the total weight assigned to the written criteria shall be no less than ~~30%~~ twenty-five percent (25%); the total weight assigned to the oral/proficiency criteria shall be no less than ~~30%~~ twenty-five percent (25%); and the total weight assigned to the seniority criteria shall be no less than ~~20%~~ 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—96 or more months.
- b. For promotion to Captain—144 or more months.
- c. For promotion to Battalion Chief—204 or more months.

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

A Firefighter with 96 or more months of seniority would receive 100% of the seniority criteria specified for promotion to Engineer or Lieutenant while a Firefighter with 48 months of seniority would receive ½ of the specified seniority criteria (accordingly, if the specified seniority criteria is ~~20%~~ **thirty percent (30%)**, the Firefighter with 96 or more months of seniority would receive the full mark, while a Firefighter with 48 months would receive ½ of the ~~20%~~ **thirty percent (30%)** seniority criteria, or ~~10%~~ **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 associate and/or bachelor degrees in fire science at the time of the administered examination as follows the following degrees or licensures:**

- a. For promotion to Lieutenant and/or Captain.
Any candidate who has an ~~associates~~ **associate's** or ~~bachelors~~ **bachelor's** degree in fire science **or who has an EMT-B or EMT-P license and is being compensated as a result of such licensure** will receive the full amount of credit.
- b. For promotion to Battalion Chief.
Any candidate who has **an associate's degree in fire science or a bachelors bachelor's** degree ~~in fire science~~ 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, social security 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.

~~Effective upon contract ratification, employees~~ **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.

It is provided, however, that ~~effective upon contract ratification~~, 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 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 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 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.
 - (iii) In order to comply with any injunctive or final and unappealable order of a court, administrative agency, administrative law judge, hearing officer or arbitrator.
The Employer shall specify the specific reason in the event that it decides to pass over an employee on an order.
3. ~~Effective for administered examinations given after January 1, 1997, each~~ **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.

4. Performance Selection Process

Effective ~~for administered examinations given after January 1, 1997~~ July 1, 2003:

- a. Up to ~~10%~~ sixteen percent (16%) of the promotions to the rank of Lieutenant, up to ~~10%~~ sixteen percent (16%) of the promotions to the rank of Captain, and up to ~~10%~~ 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 a performance promotion:
- (i) Passing the appropriate administered examination with a grade of 70 or better.
 - (ii) Meeting the following time in rank requirements at the time of the promotion:
 - (a) ~~84~~ 120 months in the classification of Firefighter and/or Engineer for promotion to the position of Lieutenant.
 - (b) ~~60~~ 72 months in the classification of Lieutenant for promotion to the position of Captain.
 - (c) ~~60~~ 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 other 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 the 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.
 - 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 Fire Commissioner in determining performance selection promotions.
 - f. The City will apprise the Union, in writing, of the identity of the personnel, if any, who receive performance selection promotions at the time of such promotions.
 - g. Provided that the provisions set forth in subparagraph 4a through f are followed, the Fire Commissioner's performance selection decision shall be final and not subject to 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 shall 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 the Bureau of Emergency Medical Services (EMS) shall be:
 - a. EMS Field Officer
 - b. Ambulance Commander, ~~effective 1/1/95 permanent assigned position but not a promoted rank; Effective upon contract ratification, a permanent assigned position and a promoted rank.~~

- c. ~~Paramedic Officer, effective 1/1/95 redesignated~~ Paramedic in Charge (P.I.C.)
 - d. Paramedic
2. Notwithstanding Section 9.3A and B, promotions ~~in the Bureau of~~ **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 twelve (12) **(effective January 1, 2003 eighteen (18))** months in the classification immediately below the vacancy, **and provided no list shall be used for more than eight (8) years.**
3. a. ~~Effective January 1, 1995,~~ Field Officers shall be paid at the F5 pay rate.
- b. ~~Effective January 1, 1995,~~ Paramedic Officers shall be redesignated as Paramedics in Charge (P.I.C.s) at the F3A pay rate, and there shall be created a new permanent job position and assignment of Ambulance Commander at the F4 pay rate. ~~Effective such date, there~~ **There** shall be appointed one (1) Ambulance Commander for each Ambulance Company. After the initial ~~(1995)~~ appointment of Ambulance Commanders, transfer vacancies in and promotions to 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.
- c. Ambulance Commanders and P.I.C.s shall be on the same overtime distribution list.
4. ~~Effective upon contract ratification, promotions~~ **Promotions** to the position of Field Officer 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 lay off according to their seniority. No new employees shall be hired until all employees on lay off 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) days of its occurrence, or if later, the date on which either the employee or his Union Steward knew or reasonably should have known of its occurrence. The Employer's authorized representative shall then attempt to 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 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 this Agreement allegedly violated, and the requested remedy.

The Fire Commissioner or his 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 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 Service (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, 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, AAA shall submit a

second and, if necessary, third list. Thereafter, 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 the Federal Mediation and Conciliation Service (FMCS), the parties will contact 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 arbitrator remains, who shall then be notified of his selection.

C. Expedited Arbitration

Within the ten (10) day period referred to in Section 10.3A 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 10.3B. 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 10.3B, unless the parties mutually agree to utilize the services of the Federal Mediation and Conciliation Service as described in Section 10.3B.

Section 10.4 Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. 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 the grievance presented. Subject to the arbitrator's compliance with provisions of this Section, the decision of the arbitrator shall be final and binding.

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 mutually 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 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.

**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 kind 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.

**ARTICLE XII
SAFETY, HEALTH & WELFARE**

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

- A. The Employer agrees to make available to eligible employees and their eligible dependents the "City of Chicago Medical Care Plan for Employees" or an HMO, the City Dental Plan (Indemnity or PPO), the City Vision Care Plan, and the City's Life Insurance Plans, all of which are attached hereto, made a part hereof, and respectively identified as appendices C, C1, C2, D, E, and F. The definition of eligible employees and eligible dependents is set forth in each respective program or plan. Eligible dependents, in plans C, C1, C2, D and E are those dependents who are unmarried and less than 25 years of age regardless of an employee's date of hire. Contributions for coverage are set forth in Section 12.1E
- 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: employees who retire on or after age 60 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.

~~An employee who retired or will retire, pursuant to the pension statute, between the period July 1, 1995 and the date of ratification of this Agreement, inclusive, and who was age 60 or over at the date of ratification will be entitled to the benefits of this Paragraph B, provided the employee notifies the City's Benefits Office, in writing, within forty five (45) days after ratification of this Agreement. If such notice is given, benefits to the employee and the employee's eligible dependents will be effective on the first day of the following month or January 1, 1997, whichever is later.~~

- C. Employees who retire on or after ratification of this Agreement, pursuant to the pension statute, but before attainment of age 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 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. The City-paid life insurance for all employees covered by this Agreement shall be \$20,000 (effective July 1, 1999, \$25,000) and the City-paid AD&D insurance shall be \$2,000 (effective July 1, 1999, \$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 this Agreement as Appendix F.

E. Pre-Tax Contribution
Employees Effective January 1, 2001, employees shall contribute the following pre-tax amounts per pay period, in accordance with their selected level of coverage:

~~Rates Effective January 1, 1997 to be deducted commencing with the pay checks due January 16, 1997~~

Level of Coverage			
Annual Salary	Single	Employee + 1	Family
Up to \$30,000	\$10.00	\$15.00	\$17.50
\$30,001 to \$60,000	\$12.50	\$22.50	\$28.00
Over \$60,001	\$22.00	\$40.00	\$45.00

~~Rates Effective January 1, 1998 to be deducted commencing with the pay checks due January 16, 1998~~

Level of Coverage			
Annual Salary	Single	Employee + 1	Family
Up to \$30,000	\$11.25	\$17.00	\$19.75
\$30,0001 to \$60,000	\$14.00	\$25.25	\$31.50
Over \$60,001	\$24.75	\$45.00	\$50.50

~~Rates Effective January 1, 1999 to be deducted commencing with the pay checks due January 16, 1999~~

Level of Coverage			
Annual Salary	Single	Employee + 1	Family
Up to \$30,000	\$12.50	\$19.00	\$22.00
\$30,0001 to \$60,000	\$15.50	\$28.00	\$35.00
Over \$60,001	\$27.50	\$50.00	\$56.00

<u>Level of Coverage</u>	<u>Percentage of Salary</u>
<u>Single</u>	<u>1.0281%</u>
<u>Single + One</u>	<u>1.5797%</u>
<u>Family</u>	<u>1.9705%</u>

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.**

B. 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 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 Department. The Department shall provide notice to the Joint Committee of changes in work clothes, protective clothing or turn out gear at least thirty (30) days prior to the implementation of such change. The Fire Commissioner shall promptly issue a report to the Committee as to his views regarding the Committee's recommendations.

C. Inoculations, Tests, Screening

1. Upon notification to the Employer by the employee, all employees on a voluntary basis shall be granted, at the Employer's 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 the Employer's 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 108½, Article VI, "The Firemen's Annuity and Benefit Fund - Cities Over 500,000."
- B. **Deferred Compensation**
The Employer shall continue to make available to bargaining unit members an IRS-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 U.S. Supreme Court in Vaca v. Sipes, 386 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 Employer, and a prospective employee's refusal to submit to a polygraph examination shall not be cause for rejection for employment.

Section 13.5 American 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 duties description shall limit assignments during emergency conditions and/or circumstances which threaten citizens' lives and/or property.

ARTICLE XVI GENERAL PROVISIONS

Section 16.1 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 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 Section 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 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 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
4. 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 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

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 3.4C~~, Section 16.3B and/or 16.4D 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 Sections 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 (4) hours except in the following situations:
 - a. The acting employee is relieved by overtime assignment of an employee of the proper rank pursuant to Section 9.2 within the four hours; or
 - b. The fourth hour of the acting period runs past midnight. If this occurs, the acting employee shall continue to act for the balance of the tour of duty.

For the purposes of ~~this section~~ **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 Section 9.2 during the four (4) hour period.

In the event that no employee is available for overtime recall pursuant to Section 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 **Bureau Division** of Fire **Extinguishment 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 ~~in the Bureau of EMS 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 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 designees also will cause to be made a written incident report covering the circumstances, including the action taken to comply with this Agreement, and forward the report simultaneously both to the Department's 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 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 shut down of emergency apparatus avoided.

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), except as set forth in Section 16.4D for the balance of this Agreement's term.
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 and apparatus shall continue to be maintained at no less than those levels maintained on July 1, 1993 (for example, 99 engine companies, 59 truck companies, 4 squad companies, the Haz Mat Unit and the Fire Boat), as well as the number of battalions on said date.
4. The City shall continue to maintain a minimum of five (5) platoon employees on duty on each of the three (3) platoons at the Department's shops; and shall use a Firefighter as Lieutenant when the Lieutenant is absent on his platoon's scheduled work day, in which case the Firefighter will receive Lieutenant's pay.

B. EMS Manning

~~For the term of this Agreement~~ **Effective upon contract ratification, the Bureau of** Emergency Medical Services **and ambulances will shall** be staffed as follows:

1. ~~Six (6) EMS Field Officers on a daily basis~~ **One EMS Field Officer per EMS District on a daily basis with a minimum of eight (8) EMS Field Officers on a daily basis.**
2. **a.** One (1) Paramedic and one (1) Paramedic in Charge or one (1) Ambulance Commander in each of ~~the 59~~ **or more** ambulances on average on a daily basis over a one week period (Monday-Sunday), but no less than 56 ambulances on a daily basis; **provided that if due to exceptional circumstances on a given day 56 or more ambulances**

cannot be maintained in service, or if 59 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; and

b. Two (2) EMT-B employees in each of twelve (12) or more additional ambulances on a daily basis.

3. ~~If due to exceptional circumstances on a given day 56 ambulances cannot be maintained in service, or if the 59 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~~ The EMT-B employees shall be detailed to the ambulances referenced in Section 16.4B2b above. The most senior EMT-B employee on each of these ambulances for the days shall be paid at the employee's next pay step and shall be in charge and responsible for any necessary documentation. It is provided that no EMT-B employee shall be detailed to any of these ambulances more than six (6) of the employee's duty days in a calendar quarter (January-March, April-June, July-September, October-December).

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.

C. Cross Training Program

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

1. Recognizing that the Bureau of Emergency Medical Services within the Department is staffed with employees not only specializing in medical service, but highly trained in the non-emergency, 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% 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 who become Fire Fighter candidates and those who become Fire Fighters shall receive the pay and grade they had received prior to becoming Fire Fighters; however, this is restricted to Paramedics and Paramedics in Charge only. These personnel shall get credit for service rendered

as EMS Personnel, in terms of step and grade. EMS personnel over the rank and/or pay of Paramedic in Charge who become Fire Fighter Candidates and then become Fire Fighters shall revert to the position and pay of Paramedic in Charge. Regarding Paramedics in Charge who become Fire Fighters, future promotions to the rank of Fire Engineer, should that occur, shall not cause any change in their pay grade status at the time of such promotion, it being understood that employees shall be entitled to their normal step increases. Thereafter, promotion to the rank of Lieutenant and above shall be treated in accordance 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 3 years (effective January 1, 1997 for a period of 5 years for those who complete Academy training on or after January 1, 1997) from the date of completion of Academy training.~~ EMS personnel who become cross-trained fire suppression employees shall, as a condition of continued employment, maintain their Paramedic certification for a period of 5 years from the date of completion of Academy training (effective June 30, 2003 for a period of 7 years for those who complete Academy training on or after June 30, 2003). Cross-trained EMS personnel who maintain dual certification shall be paid at no less than the F2 pay rate or 5% (effective June 30, 2003, 6%) over the pay rate to which they are otherwise entitled, whichever is higher. (For example, a Paramedic in Charge who becomes dual certified shall be paid at 5% (effective June 30, 2003, 6%) over the F3A pay rate.) ~~Effective January 1, 1997, cross~~ Cross-trained EMS personnel who maintain dual certification shall be paid at the F2 pay rate, except those who are in pay grades higher than F2 shall receive an additional 5% (effective June 30, 2003, 6%) over their pay rate. (For example, a Paramedic in Charge who becomes dual certified shall be paid at 5% (effective June 30, 2003, 6%) over the F3A pay rate.)
4. Fire suppression personnel (except those above the rank of Fire Fighter) who obtain Paramedic Certification (EMT-P), and fire suppression personnel who previously crossed over from EMS shall be deemed cross-trained, and so long as they maintain dual certification shall be paid at the F2 pay rate or 5% over the pay rate to which they are otherwise entitled, whichever is higher. (Effective January 1, 1997 so long as they maintain dual certification they shall be paid at the F2 pay rate, except those who are in pay grades higher than F2 shall receive an additional 5% over their pay rate.)

Effective July 1, 1999, this paragraph 4 shall be replaced by a new Section 5.8B.
5. To meet necessary manning requirements and operational needs, the Employer may detail cross-trained dual certified personnel on fire apparatus or ambulances.

6. 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.
7. (a) Employees voluntarily participating as cross-trained dual status employees and receiving the salary for the classified/graded position may opt out of participation effective January 1 by notifying the Department in the preceding November. Effective June 30, 2003, such voluntarily participating employees may opt out of participation on the July 1 or the January 1 closest to their anniversary date on which participation commenced by notifying the Department in the preceding October, provided the employees must participate in the program at least 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 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 Section 16.4C3 that EMS personnel who become cross-trained fire suppression employees shall, as a condition of continued employment, maintain their paramedic license for a period of five (5) or seven (7) years shall be interpreted to mean that such employees may not voluntarily relinquish their paramedic license for the referenced period of time. The requirement does not apply to any such employees who lose their paramedic license. Further, upon completion of the five (5) or seven (7) year period, these employees may continue voluntary participation as cross-trained dual status employees, or opt out as provided in (a) above.

8. Cross-trained dual 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 Section 16.3A.

D. Variance

- a. The minimum manning requirements of Section 16.4A 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 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 FS&R for the position of Battalion Chief and (iv) within the Bureau of EMS for the position of Field Officer, and the most senior qualified of the available employees within the company, or within the District (in the case of Battalion Chief or Field Officer) 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 own regular rate if higher than the rank of the position in which he 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 Officer) 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.
- c. The Company or District in which the absence occurred, as specified in paragraph 16.4Da, 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 the 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. 1. 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).

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 8:00 p.m. to seek medical attention because of a non-duty-related injury or illness.

2.3. Notwithstanding subparagraphs a, b, c, ~~and 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 5 personnel and the Section 16.4Db exception to Section 16.3B shall not apply. Under no circumstances shall any engine or truck company operate with less than four employees. Further, no ambulances will operate with less than 2 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 2½ times their hourly rate.

Section 16.5 Residency

All 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

Effective July 1, 1996, employees in the Fire Prevention Bureau shall be paid thirty-one cents (\$.31); **effective January 1, 2000, \$.33; effective January 1, 2001, \$.345; effective January 1, 2002, \$.365** per mile or IRS rate, whichever is higher, to a maximum of \$210.00 per month; **effective January 1, 2002, \$250.00 per month; effective January 1, 2003, \$300.00 per month** ~~when they are required by the Employer to use their personal car or vehicle to perform~~

~~City work during their hours of work.~~ An employee who receives such compensation shall provide proof of insurance coverage as specified in the Classification and Pay Plan (Automobile Allowance, Provision "F").

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 Department.
- C. Permanent Assignments and Transfers
 - 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 Fire Suppression and Rescue, Bureau of Fire Prevention, and Bureau of Emergency Medical 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 Repair Shops, Training Instructor, Training Officer, Fire Investigations, Squads, Hazardous Materials Unit, Air Mask Service, 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
- 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. 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 four percent of the number of permanent assignments made in each transfer order. **Effective January 1, 2004, such exception shall not exceed seven percent (7%) of the number of permanent assignments made in each transfer order.** 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 ~~four percent~~ exception. For the term of this Agreement the original assignment of candidates to active companies shall not be charged against the ~~four percent~~ **exception**. The original assignments of candidates shall take place after the posting of the transfer order (*i.e.*, not more than 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 an EMT-B and/or EMT-P license, and/or to transfer.

4. 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.

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 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 E.M.S. Field Officer and District Officer which operate out of their respective bureaus/headquarters. 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 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.
 4. 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.
- 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 paragraphs 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 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, 1984. 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, 1984, 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 fire fighting 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 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 fire coats, helmets, fire boots and dress uniforms shall be considered used up after five years.

B. Effective January 1, ~~1995~~ 2001, a all platoon ~~employee~~ employees will receive the sum of ~~\$350.00~~ \$750.00 per year, ~~\$175.00~~ \$375.00 payable on or before ~~March 1st~~ March 1, 2001 and ~~\$175~~ \$375.00 payable on or before ~~September 1st~~; September 1, 2001; Effective January 1, 2002, all platoon employees will receive the sum of \$950.00 per year, \$475.00 payable on or before March 1, 2002 and \$475 payable on or before September 1, 2002. Effective January 1, 2004, all platoon employees will receive the sum of \$1,050.00 per year, \$525.00 payable on or before March 1, 2004 and \$525.00 payable on or before September 1, 2004. Effective January 1, 2006, all platoon employees will receive the sum of \$1,250.00 per year, \$625.00 payable on or before March 1, 2006 and \$625.00 payable on or before September 1, 2006.

Effective July 1, 1999, a all 40 hour employee employees will receive the sum of \$525.00 \$1050.00 per year, \$262.50 \$525.00 payable on or before March 1st and \$262.50 \$525.00 payable on or before September 1st, for cleaning and maintenance of dress uniforms, work clothes and protective clothing. Effective January 1, 2004, all 40 hour employees will receive the sum of \$1,250.00 per year, \$625.00 payable on or before March 1st and \$625.00 payable on or before September 1st, for cleaning and maintenance of dress uniforms, work clothes and protective clothing. Effective January 1, 2006, all 40 hour employees will receive the sum of \$1,500.00 per year, \$750.00 payable on or before March 1st and \$750.00 payable on or before September 1st, for cleaning and maintenance of dress uniforms, work clothes and protective clothing.

C. ~~Effective January 1, 1997, a platoon employee, except an EMS platoon employee, will receive the sum of \$450.00 per year, \$225.00 payable on or before March 1st and \$225.00 payable on or before September 1st; a 40 hour employee will receive the sum of \$625.00 per year, \$312.50 payable on or before March 1st and \$312.50 payable on or before September 1st, for cleaning and maintenance of dress uniforms, work clothes and protective clothing.~~

D. ~~Effective January 1, 1998, a platoon employee, except an EMS platoon employee, will receive the sum of \$550.00 per year, \$275.00 payable on or before March 1st and \$275.00 payable on or before September 1st; a 40 hour employee will receive the sum~~

~~of \$725.00 per year, \$362.50 payable on or before March 1st and \$362.50 payable on or before September 1st, for cleaning and maintenance of dress uniforms, work clothes and protective clothing.~~

- ~~E. Effective July 1, 1995, EMS Platoon Employees will continue to receive the clothing allowance provided for in B. above.~~

Section 16.10 Hook and Ladder, Squad Drivers, Tillerman, Shop Apparatus

The Employer shall pay the regular Driver and Tillerman of Hook and Ladder Companies, Drivers of Squad Companies, Communications Vans, **and** "B" licensed repair shop drivers (fire fighters permanently assigned to the repair shop) **and Helicopter Pilots** at the employee's next pay step. If the employee is at his maximum pay step, that employee will receive an additional four percent (4%). 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 regular driver of the Company shall be the employee selected by the Company Officer and whose duties normally encompass driving the apparatus or squad.

Section 16.11 Training

- 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 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 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 Repair Shops, 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 35 Firefighters, Engineers and Officers, and of this total up to 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 assignment.
- d. During the training period and until employees report back to their normal company assignments (but no 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. It is further provided:

- 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 Officer) 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:
 - 1) The temperature is projected to reach or reaches 20° Fahrenheit or below for Chicago as determined by the National Weather Service;
 - 2) The heat index is projected to reach or reaches 90° Fahrenheit or greater for Chicago as determined by the National Weather Service;
 - 3) During inclement weather as determined by a superior officer;
 - 4) During Fire Prevention Week; or
 - 5) 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 period involved (not less than four (4) hours) at two-and-one-half (2½) times their hourly rate.**
- B. 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.
- C. 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 10 days written notification to all work locations prior to such educational functions or seminars.
- D. EMT-B/EMT-P training effective January 1, 2002:**
- 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 at the Fire Academy or through the Chicago City Colleges.**
- 3. Classes will first be made up of non-probationary employees by seniority who are members of ALS companies.**
- 4. Classes will then continue to be made up of non-probationary employees by seniority who are members of ALS Fire Companies and non-probationary employees by seniority who are members of anticipated future ALS fire companies. Future classes will be open to non-probationary employees by seniority. All non-probationary employees shall be given the opportunity to become EMT-B licensed and/or EMT-P licensed through the Fire Academy or the Chicago City Colleges and 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 16.13D.

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.

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.

**ARTICLE XVII
RULES AND REGULATIONS**

Section 17.1

- A. The Union agrees that it and its members shall comply, in full, with all 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 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 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 25.1 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.

**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

A. Notification for a Successor Agreement

This Agreement and each of its provisions shall be effective as of July 1, ~~1995, 1999~~ and shall continue in full force and effect until June 30, ~~1999, 2007~~ and thereafter, unless either party ~~shall notify notifies~~ the other in writing ~~150 days or~~ by February 1, ~~1999, 2007~~ or 90 days prior to any June 30 anniversary date thereafter prior to the anniversary date of the contract that it desires to modify ~~and/or~~ amend this ~~agreement~~ Agreement. Negotiations shall commence by March 1, 2007 and shall continue for a period of sixty (60) days until May 1, 2007. The parties may extend the negotiation period by mutual agreement.

B. Notification and Process for Negotiations for the Period of July 1, 2003 Through June 30, 2007

Notwithstanding Section 20.1A, either party may notify the other party in writing no earlier than August 1, 2003 that it desires to modify or amend this Agreement effective during the period of July 1, 2003 through June 30, 2007. In the event such notice is given, negotiations shall commence within forty-five (45) days after notice

is served and shall continue for a period of sixty (60) days. The parties may extend the negotiation period by mutual agreement. Any such negotiations shall be subject to the following conditions:

1. The wage increases provided for in Section 5.1Ba and effective July 1, 2003 and January 1, 2004 shall, upon either party re-opening this Agreement under 20.1B, be subject to negotiations for increased compensation.
2. Section 5.7 (Duty Availability Pay) may not be amended or modified.
3. Section 9.3 (Vacancies and Promotions) may not be amended or modified so as to provide for any changes prior to July 1, 2005.
4. Section 16.7 (Permanent Assignments and Transfers) may not be amended or modified.
5. Section 16.9 (Protective Gear and Clothing Allowance) may not be amended or modified.
6. Section 16.11 (Training) may not be amended or modified.
7. General Order 87-008, the Random Drug/Alcohol Testing Program, the Supplemental Recommendation (Last Chance) Agreement and the Terms of the Supplemental Recommendation Agreement may not be amended or modified.
8. Article XX (Duration and Termination) may not be amended or modified, except that the parties may negotiate for a term beyond June 30, 2007.

~~Section 20.2~~ Negotiations

~~Negotiations shall commence thirty (30) days later (or by March 1st), and shall continue for a period of sixty (60) days or to May 1st. The parties may extend the negotiation period by mutual agreement.~~

Section 20.32 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~~ three-person Arbitration Board one member to be selected by each of the parties and the third member to be jointly agreed upon by the parties using the same procedures specified in Article X ~~hereof~~ for the selection of a neutral arbitrator who shall be a member of the National Academy. The terms 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 mediate 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 June 30, 2007 as referenced in Section 20.1A and to July 1, 2003 as referenced in Section 20.1B 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 this Agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures.

Section 20.43 Ratification and Enactment by the City Council

- A. If the parties reach a complete agreement as to the items for negotiation at the end of ~~the~~ **negotiating either negotiation** period (Section 20.2.1A or B), the following procedure shall apply:
- i. The agreement will first be presented to the Union membership with Local # No. 2's Executive ~~Board~~ **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 the Mayor's recommendation for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. The Employer and the 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 ~~to~~ determine whether any modifications can be made to ~~deal with the problems~~ **secure the Council's approval; but thereafter,** either party may ~~thereafter~~ invoke arbitration in accordance with Section 20.32 ~~of this Article~~ 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~~ **state law**.

Section 20.5 Signature

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ____ of June 2003.

For the City:

For the Union:

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**

[ATTACHED HERETO]

JULY 1, 1999

SALARY SCHEDULE FOR UNIFORMED
CHICAGO FIRE FIGHTERS UNION - LOCAL #2

CLASS GRADE	ENTRANCE RATE		STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	MAXIMUM RATE
	STEP 1	FIRST 12 MOS										STEP 11
		AFTER 12 MOS	AFTER 18 MOS	AFTER 30 MOS	AFTER 42 MOS	AFTER 54 MOS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS OF SERVICE	
1 ANNUAL	34,194	41,670	44,046	46,308	48,606	51,054	52,818	54,684	56,592	58,860	61,218	
1 MONTHLY	2,849.50	3,472.50	3,670.50	3,859.00	4,050.50	4,254.50	4,401.50	4,557.00	4,716.00	4,905.00	5,101.50	
1B ANNUAL	35,052	42,714	45,150	47,466	49,824	52,332	54,138	56,046	58,008	60,330	62,748	
1B MONTHLY	2,921.00	3,559.50	3,762.50	3,955.50	4,152.00	4,361.00	4,511.50	4,670.50	4,834.00	5,027.50	5,229.00	
2 ANNUAL	41,670	44,046	46,308	48,606	51,054	53,616	55,494	57,408	59,412	61,638	63,456	
2 MONTHLY	3,472.50	3,670.50	3,859.00	4,050.50	4,254.50	4,468.00	4,624.50	4,784.00	4,951.00	5,136.50	5,288.00	
3 ANNUAL	42,270	44,652	46,914	49,188	51,654	54,216	56,088	58,008	60,006	62,214	64,068	
3 MONTHLY	3,522.50	3,721.00	3,909.50	4,099.00	4,304.50	4,518.00	4,674.00	4,834.00	5,000.50	5,184.50	5,339.00	
3B ANNUAL	43,332	45,768	48,090	50,418	52,944	55,572	57,492	59,454	61,506	63,768	65,676	
3B MONTHLY	3,611.00	3,814.00	4,007.50	4,201.50	4,412.00	4,631.00	4,791.00	4,954.50	5,125.50	5,314.00	5,473.00	
3P ANNUAL	44,382	46,884	49,260	51,648	54,234	56,928	58,890	60,906	63,006	65,322	67,272	
3P MONTHLY	3,698.50	3,907.00	4,105.00	4,304.00	4,519.50	4,744.00	4,907.50	5,075.50	5,250.50	5,443.50	5,606.00	
3A ANNUAL	43,098	45,534	47,844	50,160	52,680	55,308	57,210	59,166	61,230	63,456	65,322	
3A MONTHLY	3,591.50	3,794.50	3,987.00	4,180.00	4,390.00	4,609.00	4,767.50	4,930.50	5,102.50	5,288.00	5,443.50	
3AB ANNUAL	44,172	46,674	49,038	51,414	53,994	56,688	58,644	60,648	62,760	65,046	66,960	
3AB MONTHLY	3,681.00	3,889.50	4,086.50	4,284.50	4,499.50	4,724.00	4,887.00	5,054.00	5,230.00	5,420.50	5,580.00	
3AP ANNUAL	45,252	47,808	50,238	52,668	55,314	58,074	60,066	62,124	64,290	66,630	68,592	
3AP MONTHLY	3,771.00	3,984.00	4,186.50	4,389.00	4,609.50	4,839.50	5,005.50	5,177.00	5,357.50	5,552.50	5,716.00	
4 ANNUAL	48,132	50,526	53,094	55,782	58,530	61,434	63,456	65,460	67,566	69,738	71,838	
4 MONTHLY	4,011.00	4,210.50	4,424.50	4,648.50	4,877.50	5,119.50	5,288.00	5,455.00	5,630.50	5,811.50	5,986.50	
4B ANNUAL	49,338	51,786	54,420	57,180	59,994	62,970	65,046	67,092	69,252	71,484	73,632	
4B MONTHLY	4,111.50	4,315.50	4,535.00	4,765.00	4,999.50	5,247.50	5,420.50	5,591.00	5,771.00	5,957.00	6,136.00	
4P ANNUAL	50,538	53,052	55,746	58,572	61,458	64,506	66,630	68,736	70,944	73,224	75,432	
4P MONTHLY	4,211.50	4,421.00	4,645.50	4,881.00	5,121.50	5,375.50	5,552.50	5,728.00	5,912.00	6,102.00	6,286.00	
5 ANNUAL	54,456	57,150	59,964	62,982	66,102	69,450	71,556	73,758	75,996	78,312	80,298	
5 MONTHLY	4,538.00	4,762.50	4,997.00	5,248.50	5,508.50	5,787.50	5,963.00	6,146.50	6,333.00	6,526.00	6,691.50	
5B ANNUAL	55,812	58,572	61,464	64,554	67,752	71,190	73,344	75,600	77,898	80,268	82,308	
5B MONTHLY	4,651.00	4,881.00	5,122.00	5,379.50	5,646.00	5,932.50	6,112.00	6,300.00	6,491.50	6,689.00	6,859.00	
5P ANNUAL	57,180	60,006	62,964	66,132	69,408	72,918	75,138	77,448	79,800	82,230	84,318	
5P MONTHLY	4,765.00	5,000.50	5,247.00	5,511.00	5,784.00	6,076.50	6,261.50	6,454.00	6,650.00	6,852.50	7,026.50	
6 ANNUAL	59,964	62,982	66,102	69,450	72,888	76,482	78,672	80,892	83,142	85,194	86,412	
6 MONTHLY	4,997.00	5,248.50	5,508.50	5,787.50	6,074.00	6,373.50	6,556.00	6,741.00	6,928.50	7,099.50	7,201.00	

SCHEDULE F

JAN 1, 2000

SALARY SCHEDULE FOR UNIFORMED
CHICAGO FIRE FIGHTERS UNION - LOCAL #2

CLASS GRADE	ENTRANCE RATE										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	MAXIMUM RATE
	FIRST 12 MOS	AFTER 12 MOS	AFTER 18 MOS	AFTER 30 MOS	AFTER 42 MOS	AFTER 54 MOS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS OF SERVICE
1 ANNUAL	35,562	43,338	45,810	48,162	50,550	53,094	54,930	56,874	58,854	61,212	63,666
1 MONTHLY	2,963.50	3,611.50	3,817.50	4,013.50	4,212.50	4,424.50	4,577.50	4,739.50	4,904.50	5,101.00	5,305.50
1B ANNUAL	36,456	44,424	46,956	49,362	51,816	54,426	56,304	58,290	60,330	62,742	65,256
1B MONTHLY	3,038.00	3,702.00	3,913.00	4,113.50	4,318.00	4,535.50	4,692.00	4,857.50	5,027.50	5,228.50	5,438.00
2 ANNUAL	43,338	45,810	48,162	50,550	53,094	55,758	57,714	59,706	61,788	64,104	65,994
2 MONTHLY	3,611.50	3,817.50	4,013.50	4,212.50	4,424.50	4,646.50	4,809.50	4,975.50	5,149.00	5,342.00	5,499.50
3 ANNUAL	43,962	46,440	48,792	51,156	53,718	56,382	58,332	60,330	62,406	64,704	66,630
3 MONTHLY	3,663.50	3,870.00	4,066.00	4,263.00	4,476.50	4,698.50	4,861.00	5,027.50	5,200.50	5,392.00	5,552.50
3B ANNUAL	45,066	47,598	50,016	52,434	55,062	57,792	59,790	61,830	63,966	66,318	68,304
3B MONTHLY	3,755.50	3,966.50	4,168.00	4,369.50	4,588.50	4,816.00	4,982.50	5,152.50	5,330.50	5,526.50	5,692.00
3P ANNUAL	46,158	48,762	51,228	53,712	56,406	59,208	61,248	63,342	65,526	67,932	69,960
3P MONTHLY	3,846.50	4,063.50	4,269.00	4,476.00	4,700.50	4,934.00	5,104.00	5,278.50	5,460.50	5,661.00	5,830.00
3A ANNUAL	44,820	47,358	49,758	52,164	54,786	57,522	59,496	61,530	63,678	65,994	67,932
3A MONTHLY	3,735.00	3,946.50	4,146.50	4,347.00	4,565.50	4,793.50	4,958.00	5,127.50	5,306.50	5,499.50	5,661.00
3AB ANNUAL	45,936	48,540	51,000	53,472	56,154	58,956	60,990	63,072	65,268	67,650	69,636
3AB MONTHLY	3,828.00	4,045.00	4,250.00	4,456.00	4,679.50	4,913.00	5,082.50	5,256.00	5,439.00	5,637.50	5,803.00
3AP ANNUAL	47,064	49,722	52,248	54,774	57,528	60,396	62,466	64,608	66,864	69,294	71,334
3AP MONTHLY	3,922.00	4,143.50	4,354.00	4,564.50	4,794.00	5,033.00	5,205.50	5,384.00	5,572.00	5,774.50	5,944.50
4 ANNUAL	50,058	52,548	55,218	58,014	60,870	63,894	65,994	68,076	70,266	72,528	74,712
4 MONTHLY	4,171.50	4,379.00	4,601.50	4,834.50	5,072.50	5,324.50	5,499.50	5,673.00	5,855.50	6,044.00	6,226.00
4B ANNUAL	51,312	53,856	56,598	59,466	62,394	65,490	67,650	69,774	72,024	74,346	76,578
4B MONTHLY	4,276.00	4,488.00	4,716.50	4,955.50	5,199.50	5,457.50	5,637.50	5,814.50	6,002.00	6,195.50	6,381.50
4P ANNUAL	52,560	55,176	57,978	60,912	63,918	67,086	69,294	71,484	73,782	76,152	78,450
4P MONTHLY	4,380.00	4,598.00	4,831.50	5,076.00	5,326.50	5,590.50	5,774.50	5,957.00	6,148.50	6,346.00	6,537.50
5 ANNUAL	56,634	59,436	62,364	65,502	68,748	72,228	74,418	76,710	79,038	81,444	83,508
5 MONTHLY	4,719.50	4,953.00	5,197.00	5,458.50	5,729.00	6,019.00	6,201.50	6,392.50	6,586.50	6,787.00	6,959.00
5B ANNUAL	58,044	60,912	63,924	67,134	70,464	74,040	76,278	78,624	81,012	83,478	85,602
5B MONTHLY	4,837.00	5,076.00	5,327.00	5,594.50	5,872.00	6,170.00	6,356.50	6,552.00	6,751.00	6,956.50	7,133.50
5P ANNUAL	59,466	62,406	65,484	68,778	72,186	75,834	78,144	80,544	82,992	85,518	87,690
5P MONTHLY	4,955.50	5,200.50	5,457.00	5,731.50	6,015.50	6,319.50	6,512.00	6,712.00	6,916.00	7,126.50	7,307.50
6 ANNUAL	62,364	65,502	68,748	72,228	75,804	79,542	81,816	84,126	86,466	88,602	89,868
6 MONTHLY	5,197.00	5,458.50	5,729.00	6,019.00	6,317.00	6,628.50	6,818.00	7,010.50	7,205.50	7,383.50	7,489.00

JAN 1, 2001

SALARY SCHEDULE FOR UNIFORMED
CHICAGO FIRE FIGHTERS UNION - LOCAL #2

CLASS GRADE	ENTRANCE RATE										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	MAXIMUM RATE STEP 11
	FIRST 12 MOS	AFTER 12 MOS	AFTER 18 MOS	AFTER 30 MOS	AFTER 42 MOS	AFTER 54 MOS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS OF SERVICE
1 ANNUAL	36,984	45,072	47,640	50,088	52,572	55,218	57,126	59,148	61,206	63,660	66,210
1 MONTHLY	3,082.00	3,756.00	3,970.00	4,174.00	4,381.00	4,601.50	4,760.50	4,929.00	5,100.50	5,305.00	5,517.50
1B ANNUAL	37,914	46,200	48,834	51,336	53,886	56,604	58,554	60,624	62,742	65,250	67,866
1B MONTHLY	3,159.50	3,850.00	4,069.50	4,278.00	4,490.50	4,717.00	4,879.50	5,052.00	5,228.50	5,437.50	5,655.50
2 ANNUAL	45,072	47,640	50,088	52,572	55,218	57,990	60,024	62,094	64,260	66,666	68,634
2 MONTHLY	3,756.00	3,970.00	4,174.00	4,381.00	4,601.50	4,832.50	5,002.00	5,174.50	5,355.00	5,555.50	5,719.50
3 ANNUAL	45,720	48,300	50,742	53,202	55,866	58,638	60,666	62,742	64,902	67,290	69,294
3 MONTHLY	3,810.00	4,025.00	4,228.50	4,433.50	4,655.50	4,886.50	5,055.50	5,228.50	5,408.50	5,607.50	5,774.50
3B ANNUAL	46,866	49,500	52,014	54,534	57,264	60,102	62,184	64,302	66,522	68,970	71,034
3B MONTHLY	3,905.50	4,125.00	4,334.50	4,544.50	4,772.00	5,008.50	5,182.00	5,358.50	5,543.50	5,747.50	5,919.50
3P ANNUAL	48,006	50,712	53,280	55,860	58,662	61,578	63,696	65,874	68,148	70,650	72,756
3P MONTHLY	4,000.50	4,226.00	4,440.00	4,655.00	4,888.50	5,131.50	5,308.00	5,489.50	5,679.00	5,887.50	6,063.00
3A ANNUAL	46,614	49,254	51,750	54,252	56,976	59,820	61,878	63,990	66,228	68,634	70,650
3A MONTHLY	3,884.50	4,104.50	4,312.50	4,521.00	4,748.00	4,985.00	5,156.50	5,332.50	5,519.00	5,719.50	5,887.50
3AB ANNUAL	47,772	50,484	53,040	55,608	58,398	61,314	63,432	65,592	67,878	70,356	72,420
3AB MONTHLY	3,981.00	4,207.00	4,420.00	4,634.00	4,866.50	5,109.50	5,286.00	5,466.00	5,656.50	5,863.00	6,035.00
3AP ANNUAL	48,948	51,708	54,336	56,964	59,832	62,814	64,962	67,194	69,540	72,066	74,190
3AP MONTHLY	4,079.00	4,309.00	4,528.00	4,747.00	4,986.00	5,234.50	5,413.50	5,599.50	5,795.00	6,005.50	6,182.50
4 ANNUAL	52,062	54,648	57,426	60,336	63,306	66,450	68,634	70,800	73,074	75,432	77,700
4 MONTHLY	4,338.50	4,554.00	4,785.50	5,028.00	5,275.50	5,537.50	5,719.50	5,900.00	6,089.50	6,286.00	6,475.00
4B ANNUAL	53,364	56,010	58,860	61,842	64,890	68,112	70,356	72,564	74,904	77,322	79,644
4B MONTHLY	4,447.00	4,667.50	4,905.00	5,153.50	5,407.50	5,676.00	5,863.00	6,047.00	6,242.00	6,443.50	6,637.00
4P ANNUAL	54,660	57,384	60,300	63,348	66,474	69,768	72,066	74,346	76,734	79,200	81,588
4P MONTHLY	4,555.00	4,782.00	5,025.00	5,279.00	5,539.50	5,814.00	6,005.50	6,195.50	6,394.50	6,600.00	6,799.00
5 ANNUAL	58,902	61,812	64,860	68,124	71,496	75,120	77,394	79,776	82,200	84,702	86,850
5 MONTHLY	4,908.50	5,151.00	5,405.00	5,677.00	5,958.00	6,260.00	6,449.50	6,648.00	6,850.00	7,058.50	7,237.50
5B ANNUAL	60,366	63,348	66,480	69,822	73,284	77,004	79,332	81,768	84,252	86,820	89,028
5B MONTHLY	5,030.50	5,279.00	5,540.00	5,818.50	6,107.00	6,417.00	6,611.00	6,814.00	7,021.00	7,235.00	7,419.00
5P ANNUAL	61,842	64,902	68,106	71,532	75,072	78,870	81,270	83,766	86,310	88,938	91,200
5P MONTHLY	5,153.50	5,408.50	5,675.50	5,961.00	6,256.00	6,572.50	6,772.50	6,980.50	7,192.50	7,411.50	7,600.00
6 ANNUAL	64,860	68,124	71,496	75,120	78,834	82,722	85,086	87,492	89,922	92,148	93,462
6 MONTHLY	5,405.00	5,677.00	5,958.00	6,260.00	6,569.50	6,893.50	7,090.50	7,291.00	7,493.50	7,679.00	7,888.50

SCHEDULE F

JAN 1, 2002

SALARY SCHEDULE FOR UNIFORMED
CHICAGO FIRE FIGHTERS UNION - LOCAL #2.

CLASS GRADE	ENTRANCE RATE										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	MAXIMUM RATE
	FIRST 12 MOS	AFTER 12 MOS	AFTER 18 MOS	AFTER 30 MOS	AFTER 42 MOS	AFTER 54 MOS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS OF SERVICE
1 ANNUAL	38,466	46,872	49,548	52,092	54,672	57,426	59,412	61,512	63,654	66,204	68,856
1 MONTHLY	3,205.50	3,906.00	4,129.00	4,341.00	4,556.00	4,785.50	4,951.00	5,126.00	5,304.50	5,517.00	5,738.00
1B ANNUAL	39,432	48,048	50,790	53,388	56,040	58,866	60,894	63,048	65,250	67,860	70,578
1B MONTHLY	3,286.00	4,004.00	4,232.50	4,449.00	4,670.00	4,905.50	5,074.50	5,254.00	5,437.50	5,655.00	5,881.50
2 ANNUAL	46,872	49,548	52,092	54,672	57,426	60,312	62,424	64,578	66,828	69,330	71,382
2 MONTHLY	3,906.00	4,129.00	4,341.00	4,556.00	4,785.50	5,026.00	5,202.00	5,381.50	5,569.00	5,777.50	5,948.50
3 ANNUAL	47,550	50,232	52,770	55,332	58,098	60,984	63,090	65,250	67,500	69,984	72,066
3 MONTHLY	3,962.50	4,186.00	4,397.50	4,611.00	4,841.50	5,082.00	5,257.50	5,437.50	5,625.00	5,832.00	6,005.50
3B ANNUAL	48,738	51,480	54,096	56,718	59,556	62,508	64,674	66,876	69,180	71,730	73,878
3B MONTHLY	4,061.50	4,290.00	4,508.00	4,726.50	4,963.00	5,209.00	5,389.50	5,573.00	5,765.00	5,977.50	6,156.50
3P ANNUAL	49,926	52,740	55,410	58,092	61,008	64,044	66,246	68,508	70,872	73,476	75,666
3P MONTHLY	4,160.50	4,395.00	4,617.50	4,841.00	5,084.00	5,337.00	5,520.50	5,709.00	5,906.00	6,123.00	6,305.50
3A ANNUAL	48,480	51,222	53,820	56,424	59,256	62,214	64,356	66,552	68,880	71,382	73,476
3A MONTHLY	4,040.00	4,268.50	4,485.00	4,702.00	4,938.00	5,184.50	5,363.00	5,546.00	5,740.00	5,948.50	6,123.00
3AB ANNUAL	49,680	52,506	55,164	57,834	60,732	63,768	65,970	68,214	70,596	73,170	75,318
3AB MONTHLY	4,140.00	4,375.50	4,597.00	4,819.50	5,061.00	5,314.00	5,497.50	5,684.50	5,883.00	6,097.50	6,276.50
3AP ANNUAL	50,904	53,778	56,508	59,244	62,226	65,328	67,560	69,882	72,324	74,946	77,160
3AP MONTHLY	4,242.00	4,481.50	4,709.00	4,937.00	5,185.50	5,444.00	5,630.00	5,823.50	6,027.00	6,245.50	6,430.00
4 ANNUAL	54,144	56,832	59,724	62,748	65,838	69,108	71,382	73,632	75,996	78,450	80,808
4 MONTHLY	4,512.00	4,736.00	4,977.00	5,229.00	5,486.50	5,759.00	5,948.50	6,136.00	6,333.00	6,537.50	6,734.00
4B ANNUAL	55,500	58,248	61,212	64,314	67,488	70,836	73,170	75,468	77,898	80,412	82,830
4B MONTHLY	4,625.00	4,854.00	5,101.00	5,359.50	5,624.00	5,903.00	6,097.50	6,289.00	6,491.50	6,701.00	6,902.50
4P ANNUAL	56,844	59,682	62,712	65,880	69,132	72,558	74,946	77,322	79,806	82,368	84,852
4P MONTHLY	4,737.00	4,973.50	5,226.00	5,490.00	5,761.00	6,046.50	6,245.50	6,443.50	6,650.50	6,864.00	7,071.00
5 ANNUAL	61,260	64,284	67,452	70,848	74,358	78,126	80,490	82,968	85,488	88,092	90,324
5 MONTHLY	5,105.00	5,357.00	5,621.00	5,904.00	6,196.50	6,510.50	6,707.50	6,914.00	7,124.00	7,341.00	7,527.00
5B ANNUAL	62,778	65,880	69,138	72,612	76,218	80,082	82,506	85,038	87,624	90,294	92,592
5B MONTHLY	5,231.50	5,490.00	5,761.50	6,051.00	6,351.50	6,673.50	6,875.50	7,086.50	7,302.00	7,524.50	7,716.00
5P ANNUAL	64,314	67,500	70,830	74,394	78,072	82,026	84,522	87,114	89,760	92,496	94,848
5P MONTHLY	5,359.50	5,625.00	5,902.50	6,199.50	6,506.00	6,835.50	7,043.50	7,259.50	7,480.00	7,708.00	7,904.00
6 ANNUAL	67,452	70,848	74,358	78,126	81,990	86,028	88,488	90,990	93,516	95,832	97,200
6 MONTHLY	5,621.00	5,904.00	6,196.50	6,510.50	6,832.50	7,169.00	7,374.00	7,582.50	7,793.00	7,986.00	8,100.00

SCHEDULE F

JAN 1, 2003

SALARY SCHEDULE FOR UNIFORMED
CHICAGO FIRE FIGHTERS UNION - LOCAL #2

CLASS GRADE	ENTRANCE RATE										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	MAXIMUM RATE STEP 11
	FIRST 12 MOS	AFTER 12 MOS	AFTER 18 MOS	AFTER 30 MOS	AFTER 42 MOS	AFTER 54 MOS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS OF SERVICE
1 ANNUAL	39,234	47,808	50,538	53,136	55,764	58,572	60,600	62,742	64,926	67,530	70,236
1 MONTHLY	3,269.50	3,984.00	4,211.50	4,428.00	4,647.00	4,881.00	5,050.00	5,228.50	5,410.50	5,627.50	5,853.00
1B ANNUAL	40,218	49,008	51,804	54,456	57,162	60,042	62,112	64,308	66,558	69,216	71,988
1B MONTHLY	3,351.50	4,084.00	4,317.00	4,538.00	4,763.50	5,003.50	5,176.00	5,359.00	5,546.50	5,768.00	5,999.00
2 ANNUAL	47,808	50,538	53,136	55,764	58,572	61,518	63,672	65,868	68,166	70,716	72,810
2 MONTHLY	3,984.00	4,211.50	4,428.00	4,647.00	4,881.00	5,126.50	5,305.00	5,489.00	5,680.50	5,893.00	6,067.50
3 ANNUAL	48,504	51,234	53,826	56,436	59,262	62,202	64,350	66,558	68,850	71,382	73,506
3 MONTHLY	4,042.00	4,269.50	4,485.50	4,703.00	4,938.50	5,183.50	5,362.50	5,546.50	5,737.50	5,948.50	6,125.50
3B ANNUAL	49,710	52,512	55,176	57,852	60,750	63,756	65,970	68,214	70,566	73,164	75,354
3B MONTHLY	4,142.50	4,376.00	4,598.00	4,821.00	5,062.50	5,313.00	5,497.50	5,684.50	5,880.50	6,097.00	6,279.50
3P ANNUAL	50,922	53,796	56,520	59,256	62,226	65,322	67,572	69,876	72,288	74,946	77,178
3P MONTHLY	4,243.50	4,483.00	4,710.00	4,938.00	5,185.50	5,443.50	5,631.00	5,823.00	6,024.00	6,245.50	6,431.50
3A ANNUAL	49,452	52,248	54,894	57,552	60,444	63,456	65,646	67,884	70,260	72,810	74,946
3A MONTHLY	4,121.00	4,354.00	4,574.50	4,796.00	5,037.00	5,288.00	5,470.50	5,657.00	5,855.00	6,067.50	6,245.50
3AB ANNUAL	50,676	53,556	56,268	58,992	61,944	65,046	67,290	69,576	72,006	74,634	76,824
3AB MONTHLY	4,223.00	4,463.00	4,689.00	4,916.00	5,162.00	5,420.50	5,607.50	5,798.00	6,000.50	6,219.50	6,402.00
3AP ANNUAL	51,924	54,852	57,636	60,426	63,468	66,636	68,910	71,280	73,770	76,446	78,702
3AP MONTHLY	4,327.00	4,571.00	4,803.00	5,035.50	5,289.00	5,553.00	5,742.50	5,940.00	6,147.50	6,370.50	6,558.50
4 ANNUAL	55,224	57,966	60,918	64,002	67,152	70,488	72,810	75,102	77,514	80,022	82,422
4 MONTHLY	4,602.00	4,830.50	5,076.50	5,333.50	5,596.00	5,874.00	6,067.50	6,258.50	6,459.50	6,668.50	6,868.50
4B ANNUAL	56,610	59,412	62,436	65,598	68,838	72,252	74,634	76,980	79,458	82,020	84,486
4B MONTHLY	4,717.50	4,951.00	5,203.00	5,466.50	5,736.50	6,021.00	6,219.50	6,415.00	6,621.50	6,835.00	7,040.50
4P ANNUAL	57,978	60,876	63,966	67,200	70,512	74,010	76,446	78,870	81,402	84,018	86,550
4P MONTHLY	4,831.50	5,073.00	5,330.50	5,600.00	5,876.00	6,167.50	6,370.50	6,572.50	6,783.50	7,001.50	7,212.50
5 ANNUAL	62,484	65,568	68,802	72,264	75,846	79,686	82,098	84,630	87,198	89,856	92,130
5 MONTHLY	5,207.00	5,464.00	5,733.50	6,022.00	6,320.50	6,640.50	6,841.50	7,052.50	7,266.50	7,488.00	7,677.50
5B ANNUAL	64,032	67,200	70,518	74,064	77,742	81,684	84,156	86,736	89,376	92,100	94,446
5B MONTHLY	5,336.00	5,600.00	5,876.50	6,172.00	6,478.50	6,807.00	7,013.00	7,228.00	7,448.00	7,675.00	7,870.50
5P ANNUAL	65,598	68,850	72,246	75,882	79,632	83,664	86,214	88,854	91,554	94,344	96,744
5P MONTHLY	5,466.50	5,737.50	6,020.50	6,323.50	6,636.00	6,972.00	7,184.50	7,404.50	7,629.50	7,862.00	8,062.00
6 ANNUAL	68,802	72,264	75,846	79,686	83,628	87,750	90,258	92,808	95,388	97,746	99,144
6 MONTHLY	5,733.50	6,022.00	6,320.50	6,640.50	6,969.00	7,312.50	7,521.50	7,734.00	7,949.00	8,145.50	8,262.00

JULY 1, 2003

SALARY SCHEDULE FOR UNIFORMED
CHICAGO FIRE FIGHTERS UNION - LOCAL #2

CLASS GRADE	ENTRANCE RATE										
	STEP 1 FIRST 12 MOS	STEP 2 AFTER 12 MOS	STEP 3 AFTER 18 MOS	STEP 4 AFTER 30 MOS	STEP 5 AFTER 42 MOS	STEP 6 AFTER 54 MOS	STEP 7 AFTER 10 YRS OF SERVICE	STEP 8 AFTER 15 YRS OF SERVICE	STEP 9 AFTER 20 YRS OF SERVICE	STEP 10 AFTER 25 YRS OF SERVICE	MAXIMUM RATE STEP 11 AFTER 30 YRS OF SERVICE
1 ANNUAL	39,624	40,288	51,042	53,670	56,322	59,160	61,206	63,372	65,574	68,208	70,938
1 MONTHLY	3,302.00	4,024.00	4,253.50	4,472.50	4,693.50	4,930.00	5,100.50	5,281.00	5,464.50	5,684.00	5,911.50
1B ANNUAL	40,812	49,734	52,572	55,278	58,014	60,936	63,042	65,274	67,542	70,254	73,068
1B MONTHLY	3,401.00	4,144.50	4,381.00	4,606.50	4,834.50	5,078.00	5,253.50	5,439.50	5,628.50	5,854.50	6,089.00
2 ANNUAL	48,288	51,042	53,670	56,322	59,160	62,136	64,308	66,528	68,850	71,424	73,536
2 MONTHLY	4,024.00	4,253.50	4,472.50	4,693.50	4,930.00	5,178.00	5,359.00	5,544.00	5,737.50	5,952.00	6,128.00
3 ANNUAL	48,990	51,744	54,366	57,000	59,856	62,826	64,992	67,224	69,540	72,096	74,244
3 MONTHLY	4,082.50	4,312.00	4,530.50	4,750.00	4,988.00	5,235.50	5,416.00	5,602.00	5,795.00	6,008.00	6,187.00
3B ANNUAL	50,460	53,298	55,998	58,710	61,650	64,710	66,942	69,240	71,628	74,256	76,470
3B MONTHLY	4,205.00	4,441.50	4,666.50	4,892.50	5,137.50	5,392.50	5,578.50	5,770.00	5,969.00	6,188.00	6,372.50
3P ANNUAL	51,930	54,846	57,630	60,420	63,450	66,594	68,892	71,256	73,710	76,422	78,696
3P MONTHLY	4,327.50	4,570.50	4,802.50	5,035.00	5,287.50	5,549.50	5,741.00	5,938.00	6,142.50	6,368.50	6,558.00
3A ANNUAL	49,944	52,770	55,440	58,128	61,050	64,092	66,300	68,562	70,962	73,536	75,696
3A MONTHLY	4,162.00	4,397.50	4,620.00	4,844.00	5,087.50	5,341.00	5,525.00	5,713.50	5,913.50	6,128.00	6,308.00
3AB ANNUAL	51,444	54,354	57,102	59,874	62,880	66,012	68,292	70,620	73,092	75,744	77,964
3AB MONTHLY	4,287.00	4,529.50	4,758.50	4,989.50	5,240.00	5,501.00	5,691.00	5,885.00	6,091.00	6,312.00	6,497.00
3AP ANNUAL	52,938	55,938	58,764	61,614	64,716	67,938	70,278	72,678	75,222	77,946	80,238
3AP MONTHLY	4,411.50	4,661.50	4,897.00	5,134.50	5,393.00	5,661.50	5,856.50	6,056.50	6,268.50	6,495.50	6,686.50
4 ANNUAL	55,776	58,548	61,530	64,644	67,824	71,190	73,536	75,852	78,288	80,820	83,244
4 MONTHLY	4,648.00	4,879.00	5,127.50	5,387.00	5,652.00	5,932.50	6,128.00	6,321.00	6,524.00	6,735.00	6,937.00
4B ANNUAL	57,450	60,306	63,378	66,582	69,858	73,326	75,744	78,126	80,634	83,244	85,740
4B MONTHLY	4,787.50	5,025.50	5,281.50	5,548.50	5,821.50	6,110.50	6,312.00	6,510.50	6,719.50	6,937.00	7,145.00
4P ANNUAL	59,124	62,058	65,220	68,520	71,892	75,462	77,946	80,406	82,986	85,668	88,236
4P MONTHLY	4,927.00	5,171.50	5,435.00	5,710.00	5,991.00	6,288.50	6,495.50	6,700.50	6,915.50	7,139.00	7,353.00
5 ANNUAL	63,108	66,222	69,492	72,984	76,602	80,484	82,920	85,476	88,068	90,756	93,054
5 MONTHLY	5,259.00	5,518.50	5,791.00	6,082.00	6,383.50	6,707.00	6,910.00	7,123.00	7,339.00	7,563.00	7,754.50
5B ANNUAL	65,004	68,208	71,574	75,174	78,900	82,896	85,410	88,038	90,708	93,480	95,844
5B MONTHLY	5,417.00	5,684.00	5,964.50	6,264.50	6,575.00	6,908.00	7,117.50	7,336.50	7,559.00	7,790.00	7,987.00
5P ANNUAL	66,894	70,194	73,662	77,364	81,198	85,314	87,894	90,606	93,354	96,204	98,640
5P MONTHLY	5,574.50	5,849.50	6,138.50	6,447.00	6,766.50	7,109.50	7,324.50	7,550.50	7,779.50	8,017.00	8,220.00
6 ANNUAL	69,492	72,984	76,602	80,484	84,462	88,626	91,158	93,738	96,342	98,724	100,134
6 MONTHLY	5,791.00	6,082.00	6,383.50	6,707.00	7,038.50	7,385.50	7,596.50	7,811.50	8,028.50	8,227.00	8,344.50
6B ANNUAL	71,574	75,174	78,900	82,896	86,994	91,284	93,894	96,552	99,234	101,688	103,140
6B MONTHLY	5,964.50	6,264.50	6,575.00	6,908.00	7,249.50	7,607.00	7,824.50	8,046.00	8,269.50	8,474.00	8,595.00
6P ANNUAL	73,662	77,364	81,198	85,314	89,532	93,942	96,630	99,360	102,120	104,646	106,140
6P MONTHLY	6,138.50	6,447.00	6,766.50	7,109.50	7,461.00	7,828.50	8,052.50	8,280.00	8,510.00	8,720.50	8,845.00

JAN 1, 2004

SALARY SCHEDULE FOR UNIFORMED
CHICAGO FIRE FIGHTERS UNION - LOCAL #2

CLASS GRADE	ENTRANCE RATE		STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	MAXIMUM RATE
	STEP 1	FIRST 12 MOS										
1 ANNUAL	40,416	49,254	52,062	54,744	57,450	60,342	62,430	64,638	66,888	69,570	72,354	
1 MONTHLY	3,368.00	4,104.50	4,338.50	4,562.00	4,787.50	5,028.50	5,202.50	5,386.50	5,574.00	5,797.50	6,029.50	
1B ANNUAL	41,628	50,730	53,622	56,382	59,172	62,154	64,302	66,582	68,892	71,658	74,532	
1B MONTHLY	3,469.00	4,227.50	4,468.50	4,698.50	4,931.00	5,179.50	5,358.50	5,548.50	5,741.00	5,971.50	6,211.00	
2 ANNUAL	49,254	52,062	54,744	57,450	60,342	63,378	65,592	67,860	70,230	72,852	75,006	
2 MONTHLY	4,104.50	4,338.50	4,562.00	4,787.50	5,028.50	5,281.50	5,466.00	5,655.00	5,852.50	6,071.00	6,250.50	
3 ANNUAL	49,968	52,776	55,452	58,140	61,056	64,080	66,294	68,568	70,932	73,536	75,726	
3 MONTHLY	4,164.00	4,398.00	4,621.00	4,845.00	5,088.00	5,340.00	5,524.50	5,714.00	5,911.00	6,128.00	6,310.50	
3B ANNUAL	51,468	54,366	57,120	59,886	62,886	66,006	68,280	70,626	73,062	75,744	78,000	
3B MONTHLY	4,289.00	4,530.50	4,760.00	4,990.50	5,240.50	5,500.50	5,690.00	5,885.50	6,088.50	6,312.00	6,500.00	
3P ANNUAL	52,968	55,944	58,782	61,626	64,722	67,926	70,272	72,684	75,186	77,952	80,268	
3P MONTHLY	4,414.00	4,662.00	4,898.50	5,135.50	5,393.50	5,660.50	5,856.00	6,057.00	6,265.50	6,496.00	6,689.00	
3A ANNUAL	50,940	53,826	56,550	59,292	62,274	65,376	67,626	69,936	72,384	75,006	77,208	
3A MONTHLY	4,245.00	4,485.50	4,712.50	4,941.00	5,189.50	5,448.00	5,635.50	5,828.00	6,032.00	6,250.50	6,434.00	
3AB ANNUAL	52,470	55,440	58,242	61,074	64,140	67,332	69,660	72,030	74,556	77,256	79,524	
3AB MONTHLY	4,372.50	4,620.00	4,853.50	5,089.50	5,345.00	5,611.00	5,805.00	6,002.50	6,213.00	6,438.00	6,627.00	
3AP ANNUAL	53,994	57,054	59,940	62,844	66,012	69,294	71,682	74,130	76,728	79,506	81,840	
3AP MONTHLY	4,499.50	4,754.50	4,995.00	5,237.00	5,501.00	5,774.50	5,973.50	6,177.50	6,394.00	6,625.50	6,820.00	
4 ANNUAL	56,892	59,718	62,760	65,934	69,180	72,612	75,006	77,370	79,854	82,434	84,906	
4 MONTHLY	4,741.00	4,976.50	5,230.00	5,494.50	5,765.00	6,051.00	6,250.50	6,447.50	6,654.50	6,869.50	7,075.50	
4B ANNUAL	58,602	61,512	64,644	67,914	71,256	74,790	77,256	79,686	82,248	84,906	87,456	
4B MONTHLY	4,883.50	5,126.00	5,387.00	5,659.50	5,938.00	6,232.50	6,438.00	6,640.50	6,854.00	7,075.50	7,288.00	
4P ANNUAL	60,306	63,300	66,522	69,888	73,332	76,974	79,506	82,014	84,648	87,384	90,000	
4P MONTHLY	5,025.50	5,275.00	5,543.50	5,824.00	6,111.00	6,414.50	6,625.50	6,834.50	7,054.00	7,282.00	7,500.00	
5 ANNUAL	64,368	67,548	70,884	74,442	78,132	82,092	84,576	87,186	89,832	92,574	94,914	
5 MONTHLY	5,364.00	5,629.00	5,907.00	6,203.50	6,511.00	6,841.00	7,048.00	7,265.50	7,486.00	7,714.50	7,909.50	
5B ANNUAL	66,306	69,570	73,008	76,680	80,478	84,552	87,120	89,796	92,520	95,352	97,758	
5B MONTHLY	5,525.50	5,797.50	6,084.00	6,390.00	6,706.50	7,046.00	7,260.00	7,483.00	7,710.00	7,946.00	8,146.50	
5P ANNUAL	68,232	71,598	75,138	78,912	82,824	87,018	89,652	92,418	95,220	98,130	100,614	
5P MONTHLY	5,686.00	5,966.50	6,261.50	6,576.00	6,902.00	7,251.50	7,471.00	7,701.50	7,935.00	8,177.50	8,384.50	
6 ANNUAL	70,884	74,442	78,132	82,092	86,154	90,396	92,982	95,610	98,268	100,698	102,138	
6 MONTHLY	5,907.00	6,203.50	6,511.00	6,841.00	7,179.50	7,533.00	7,748.50	7,967.50	8,189.00	8,391.50	8,511.50	
6B ANNUAL	73,008	76,680	80,478	84,552	88,734	93,108	95,772	98,484	101,220	103,722	105,204	
6B MONTHLY	6,084.00	6,390.00	6,706.50	7,046.00	7,394.50	7,759.00	7,981.00	8,207.00	8,435.00	8,643.50	8,767.00	
6P ANNUAL	75,138	78,912	82,824	87,018	91,320	95,820	98,562	101,346	104,160	107,262	109,428	
6P MONTHLY	6,261.50	6,576.00	6,902.00	7,251.50	7,610.00	7,985.00	8,213.50	8,445.50	8,680.00	8,938.50	9,119.00	

Appendix C
City of Chicago P.P.O. Health Care Plan

See separate booklet.

Appendix C1
City of Chicago H.M.O. Health Care Plan

See separate booklet.

Appendix C2
City of Chicago P.O.S. Health Care Plan

See separate booklet.

Appendix D
City of Chicago Dental P.P.O. and Indemnity Plan H.M.O. Plans

See separate ~~booklets~~ booklets.

Appendix E
City of Chicago Vision Care Plan

See separate booklet.

Appendix F
City of Chicago Life Insurance Plans

See separate **booklet booklets**.

Appendix G Equal Opportunity

Section 1. Compliance with Court Settlements and Decrees

The City of Chicago will immediately take all action necessary to assure compliance with agreements reached and decrees issued in court proceedings affecting hiring, promotion and other employment policies of the Fire Department. In addition, to the extent not specifically required by, and not inconsistent with, such agreements or decrees, and to the fullest extent consistent with applicable law, the Department will implement the policies and programs set forth in the following paragraphs of this section.

Section 2. Hiring and Recruitment

A. Goals

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

B. Programs

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

Section 3. Transfers and Promotions

A. Goal

The parties agree that the transfer and promotion policies of the Fire Department shall have, as a goal, the inclusion of Black and Hispanic personnel in all categories and 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 of the force shall be given the training and special educational opportunity necessary to qualify them for promotion. This shall include in service training and educational

programs as well as opportunity for attendance at 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. Establishment 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.

- b. 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 each 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 Hispanics 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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ROBERT S. SUGARMAN
STEPHEN B. HORWITZ

OF COUNSEL:
ROGER N. GOLD
HOWARD H. ANKIN

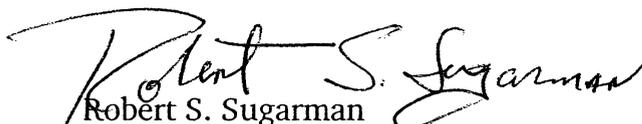
January 8, 2003

Mr. James C. Franczek, Jr.
Labor Counsel
City of Chicago
Franczek Sullivan
300 S. Wacker Dr., Ste. 3400
Chicago, IL 60606

Dear Mr. Franczek:

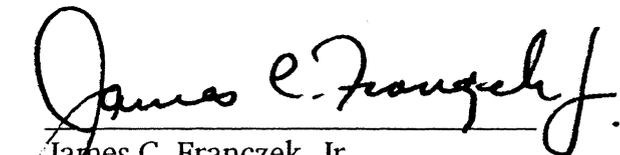
This will reconfirm the understanding of the City and Local 2 that all supplemental-letter agreements which are in writing, and have been signed or initialed through the course of negotiations, are considered incorporated in and part of the Agreement.

Very truly yours,



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

Acknowledged and Agreed to this
8th day of JANUARY, 2003.



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



FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
312-786-6110
jcf@franczek.com

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CHICAGO, ILLINOIS 60606
PHONE 312-986-0300
FAX 312-986-9192
<http://www.franczek.com>

January 8, 2003

Mr. Robert S. Sugarman
Sugarman & Horwitz
221 North LaSalle Street, Suite 626
Chicago, IL 60601

Dear Mr. Sugarman:

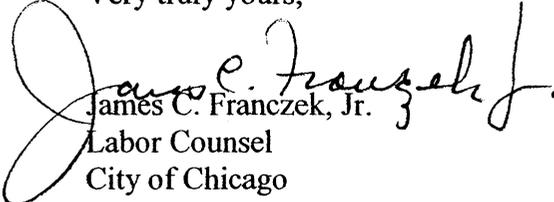
This letter is to re-confirm the agreement of the parties with regard to FLSA premium pay to EMS employees assigned to platoon duty.

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.

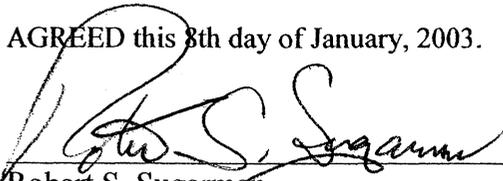
That this Labor Agreement does not contain such an express provision shall not be offered by either party in any court, arbitration or other legal forum as evidence of either party's legal position with regard to the propriety of such exclusions for sleep and/or meal periods.

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), provided that the Employer notifies the Union, in writing, of its election by December 31, 1997.

Very truly yours,


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

AGREED this 8th day of January, 2003.


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

SUGARMAN & HORWITZ

Attorneys at Law

221 N. LaSalle Street, Suite 626

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ROBERT S. SUGARMAN
STEPHEN B. HORWITZ

OF COUNSEL:
ROGER N. GOLD
HOWARD H. ANKIN

January 8, 2003

Mr. James C. Franczek, Jr.
Labor Counsel
City of Chicago
Franczek Sullivan
300 S. Wacker Dr., Ste. 3400
Chicago, IL 60606

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



SUGARMAN & HORWITZ

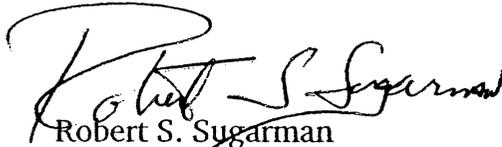
James C. Franczek, Jr.
January 8, 2003
(cont'd Assistant Deputy Chief Paramedic)
Page Two

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.

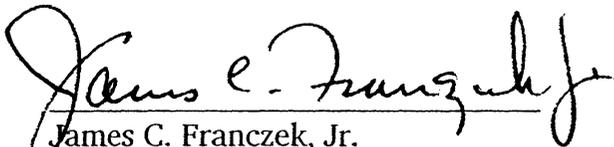
4. It is understood that if the Field Commissioner suspends for 30 days or more or discharges any individual serving in the exempt rank position of Assistant Deputy Chief Paramedic (who shall be considered on a leave of absence from the position of Field Officer) such discipline or discharge shall be 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 Agreed to this
8th day of JANUARY, 2003.



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

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
312-786-6110
jcf@franczek.com

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<http://www.franczek.com>

January 8, 2003

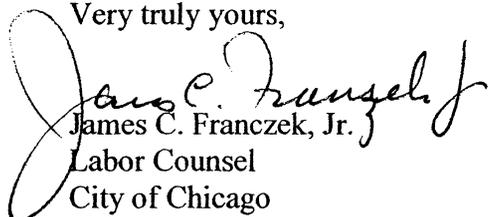
Mr. Robert S. Sugarman
Sugarman & Horwitz
221 North LaSalle Street, Suite 626
Chicago, IL 60601

Re: Section 5.1.C. Wage and Insurance Protections

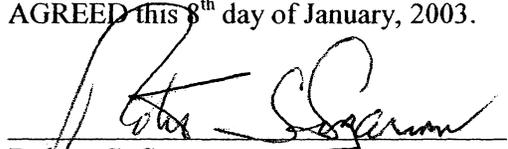
Dear Mr. Sugarman:

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 5.1.C. 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 foregoing comports with your understanding, please sign in the space provided below.

Very truly yours,


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

AGREED this 8th day of January, 2003.


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

SUGARMAN & HORWITZ

Attorneys at Law

221 N. LaSalle Street, Suite 626

Chicago, IL 60601-1241

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ROBERT S. SUGARMAN
STEPHEN B. HORWITZ

OF COUNSEL:
ROGER N. GOLD
HOWARD H. ANKIN

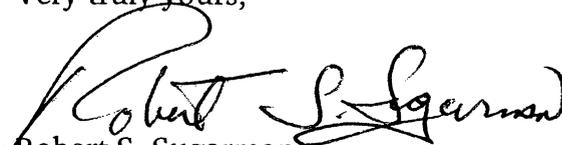
January 8, 2003

Mr. James C. Franczek, Jr.
Labor Counsel
City of Chicago
Franczek Sullivan
300 S. Wacker Dr., Ste. 3400
Chicago, IL 60606

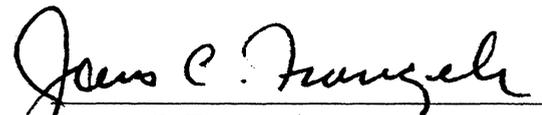
Dear Mr. Franczek:

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

Acknowledged and Agreed to this
8th day of JANUARY, 2003.


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



SUGARMAN & HORWITZ

Attorneys at Law

221 N. LaSalle Street, Suite 626
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STEPHEN B. HORWITZ

OF COUNSEL:
ROGER N. GOLD
HOWARD H. ANKIN

January 8, 2003

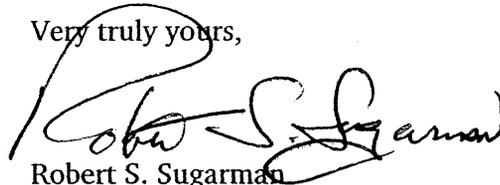
Mr. James C. Franczek, Jr.
Labor Counsel
City of Chicago
Franczek Sullivan
300 S. Wacker Dr., Ste. 3400
Chicago, IL 60606

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.

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

Very truly yours,



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

Acknowledged and Agreed to this
8th day of JANUARY, 2003.



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



SUGARMAN & HORWITZ

Attorneys at Law

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ROBERT S. SUGARMAN
STEPHEN B. HORWITZ

OF COUNSEL:
ROGER N. GOLD
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January 8, 2003

Mr. James C. Franczek, Jr.
Labor Counsel
City of Chicago
Franczek Sullivan
300 S. Wacker Dr., Ste. 3400
Chicago, IL 60606

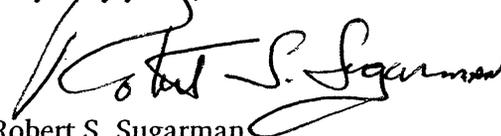
Dear Mr. Franczek:

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.

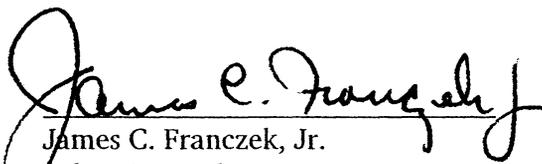
Your confirming this understanding in the space provided below will be appreciated.

Very truly yours,



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

Acknowledged and Agreed to this
8th day of JANUARY, 2003.



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



SUGARMAN & HORWITZ

Attorneys at Law

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ROBERT S. SUGARMAN
STEPHEN B. HORWITZ

January 8, 2003

OF COUNSEL:
ROGER N. GOLD
HOWARD H. ANKIN

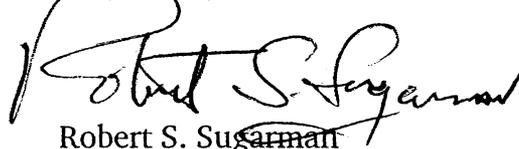
Mr. James C. Franczek, Jr.
Labor Counsel
City of Chicago
Franczek Sullivan
300 S. Wacker Dr., Ste. 3400
Chicago, IL 60606

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.

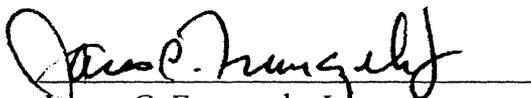
The matter of Firefighters acting as Lieutenants in the shops shall be governed by §16.4A.4.

Very truly yours,



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

Acknowledged and Agreed to this
8th day of JANUARY, 2003.



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



SUGARMAN & HORWITZ

Attorneys at Law

221 N. LaSalle Street, Suite 626

Chicago, IL 60601-1241

Tel: 312.629.2920

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ROBERT S. SUGARMAN
STEPHEN B. HORWITZ

OF COUNSEL:
ROGER N. GOLD
HOWARD H. ANKIN

January 8, 2003

Mr. James C. Franczek, Jr.
Labor Counsel
City of Chicago
Franczek Sullivan
300 S. Wacker Dr., Ste. 3400
Chicago, IL 60606

Dear Mr. Franczek:

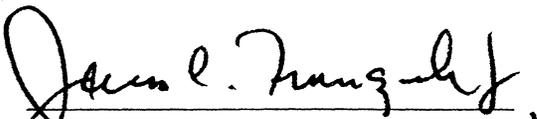
This letter reconfirms the Employer's and the Union's understanding regarding the language in Section 16.7C which provides that ... "Such assignment vacancies in the classifications and/or ranks of firefighter, Lieutenant, Captain and Battalion Chief in the Bureau of Fire Prevention shall be filled on 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 16.7C 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 to this
8th day of JANUARY, 2003.



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



SUGARMAN & HORWITZ

Attorneys at Law

221 N. LaSalle Street, Suite 626
Chicago, IL 60601-1241
Tel: 312.629.2920
Fax: 312.629.2930

ROBERT S. SUGARMAN
STEPHEN B. HORWITZ

OF COUNSEL:
ROGER N. GOLD
HOWARD H. ANKIN

January 8, 2003

Mr. James C. Franczek, Jr.
Labor Counsel
City of Chicago
Franczek Sullivan
300 S. Wacker Dr., Ste. 3400
Chicago, IL 60606

Dear Mr. Franczek:

This will reconfirm that the City 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.

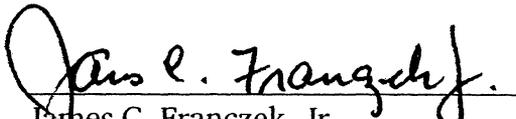
Your confirming this understanding in the space provided below will be appreciated.

Very truly yours,



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

Acknowledged and Agreed to this
8th day of JANUARY, 2003.



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



FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
312-786-6110
jcf@franczek.com

300 SOUTH WACKER DRIVE
SUITE 3400
CHICAGO, ILLINOIS 60606
PHONE 312-986-0300
FAX 312-986-9192
<http://www.franczek.com>

January 8, 2003

Mr. Robert S. Sugarman
Sugarman & Horwitz
221 North LaSalle Street, Suite 626
Chicago, IL 60601

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:

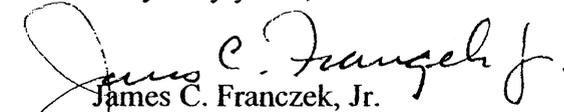
- a. use one standard error of difference (SED); and
- b. use the promotional methodology referenced below.

The SED is determined by the formula: the standard error of measurement (SEM) multiplied by the square root of two ($SED = SEM \sqrt{2}$.) 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 σ 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.

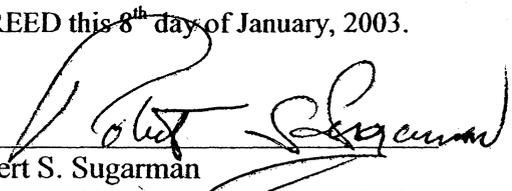
The City acknowledges the band widths shall be no wider than one (1) SED and that it will use the same fixed/sliding band methodology it has been using for promotions during the period of the last agreement, but using one (1) SED for band widths. It is understood that this letter agreement does not apply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

Very truly yours,


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

AGREED this 8th day of January, 2003.


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

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
312-786-6110
jcf@franczek.com

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SUITE 3400
CHICAGO, ILLINOIS 60606
PHONE 312-986-0300
FAX 312-986-9192
<http://www.franczek.com>

March 18, 2003

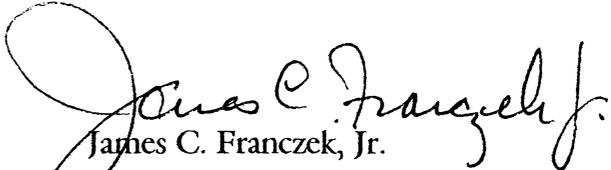
Mr. Robert S. Sugarman
Sugarman & Horwitz
221 North LaSalle Street – Suite 626
Chicago, IL 60601-1241

Dear Mr. Sugarman:

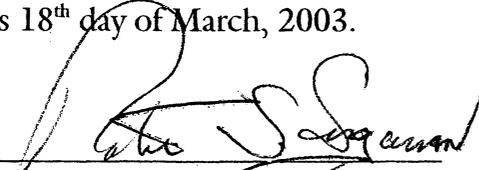
This letter will reconfirm the agreement between the City and Local 2 that, in the event the City utilizes performance selection promotions from eligibility lists derived from examinations administered after January 1, 1997, the City will forego making such promotions on the last promotional order before 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.

Very truly yours,


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

Acknowledged and Agreed to
this 18th day of March, 2003.


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

SUGARMAN & HORWITZ

Attorneys at Law

300 West Washington Street, Suite 1112

Chicago, Illinois 60606-2002

Tel: 312.629.2920

Fax: 312.629.2930

ROBERT S. SUGARMAN
STEPHEN B. HORWITZ

April 11, 2002

OF COUNSEL:
HOWARD H. ANKIN

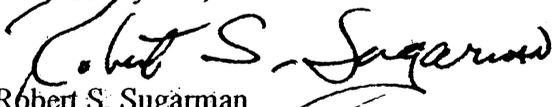
James C. Franczek, Jr.
Chief Labor Negotiator
City of Chicago
Franczek Sullivan
300 S. Wacker Drive, Suite 3400
Chicago, Illinois 60606

Dear Mr. Franczek:

This will confirm the agreement of the City of Chicago and Chicago 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 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 benefits and to be a participant in each policy, plan, or program set forth or referenced in Article XII of the parties' Agreement, that 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. Further, paid leave for active duty shall terminate upon termination of active duty.

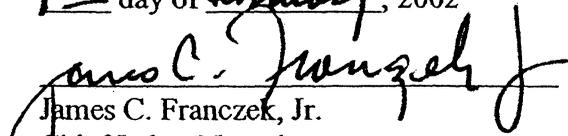
Your confirmation of this understanding in the space below will be appreciated.

Very truly yours,



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

Acknowledged and Agreed to this
11th day of February, 2002



James C. Franczek, Jr.
Chief Labor Negotiator
City of Chicago



SUGARMAN & HORWITZ

Attorneys at Law

221 N. LaSalle Street, Suite 626

Chicago, IL 60601-1241

Tel: 312.629.2920

Fax: 312.629.2930

ROBERT S. SUGARMAN
STEPHEN B. HORWITZ

OF COUNSEL:
ROGER N. GOLD
HOWARD H. ANKIN

January 8, 2003

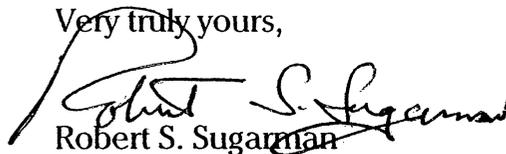
James C. Franczek, Jr.
Labor Counsel
City of Chicago
Franczek Sullivan
300 S. Wacker Drive, Suite 3400
Chicago, Illinois 60606

Dear Mr. Franczek:

This will confirm 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.

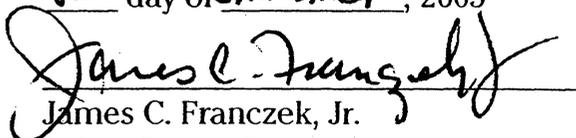
Very truly yours,



Robert S. Sugarman

Attorney, Chicago Fire Fighters Union,
Local No. 2

Acknowledged and Agreed to this
8th day of January, 2003



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



SUGARMAN & HORWITZ

Attorneys at Law

221 N. LaSalle Street, Suite 626

Chicago, IL 60601-1241

Tel: 312.629.2920

Fax: 312.629.2930

ROBERT S. SUGARMAN
STEPHEN B. HORWITZ

OF COUNSEL:
ROGER N. GOLD
HOWARD H. ANKIN

January 31, 2003

Mr. James C. Franczek, Jr.
Labor Counsel
City of Chicago
Franczek Sullivan
300 S. Wacker Dr., Ste. 3400
Chicago, IL 60606

Dear Mr. Franczek:

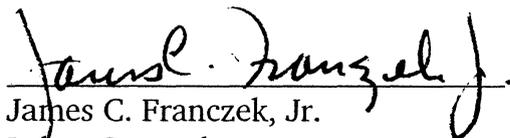
This will confirm the parties agreement that nothing in contract Section 12.1B shall detract from or be considered a waiver of the benefits provided in the Public Safety Employee Benefits Act, 820 ILCS 320/1 et seq., as amended.

Very truly yours,



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

Acknowledged and Agreed to this
31st day of JANUARY, 2003.



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



FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
312-786-6110
jcf@franczek.com

300 SOUTH WACKER DRIVE
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CHICAGO, ILLINOIS 60606
PHONE 312-986-0300
FAX 312-986-9192
<http://www.franczek.com>

February 7, 2003

Mr. Robert S. Sugarman
Sugarman & Horwitz
221 North LaSalle Street, Suite 626
Chicago, IL 60601

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.)

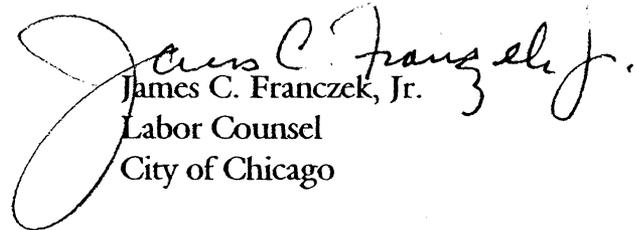
In the event of a terrorist attack, either through military force or biological warfare, any otherwise eligible medical claims would be processed and covered under the terms of the employee's health coverage, or if applicable, workers' compensation or other coverage provided to employees injured or on 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.

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

Very truly yours,


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

Acknowledged and Agreed to
this 7th day of February, 2003.


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

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
312-786-6110
jcf@franczek.com

300 SOUTH WACKER DRIVE
SUITE 3400
CHICAGO, ILLINOIS 60606
PHONE 312-986-0300
FAX 312-986-9192
<http://www.franczek.com>

February 18, 2003

Mr. Robert S. Sugarman
Sugarman & Horwitz
221 North LaSalle Street, Suite 626
Chicago, IL 60601

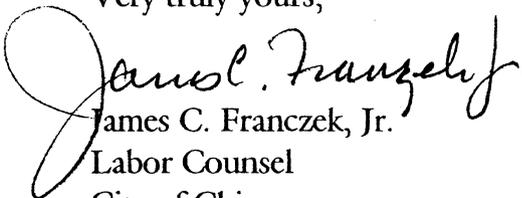
Re: Employee Privacy

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

Very truly yours,


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

Acknowledged and Agreed to
this 18th day of February, 2003.


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

JAMES C. FRANCZEK, JR.
312-786-6110
jcf@franczek.com

300 SOUTH WACKER DRIVE
SUITE 3400
CHICAGO, ILLINOIS 60606
PHONE 312-986-0300
FAX 312-986-9192
<http://www.franczek.com>

March 18, 2003

Mr. Robert S. Sugarman
Sugarman & Horwitz
221 North LaSalle Street – Suite 626
Chicago, IL 60601-1241

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 the City Council.

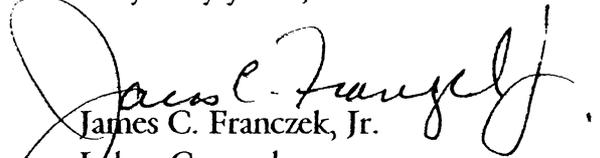
1. For the purpose of testing for the itemized situations in Article IV of General Order 87-008 (February 1, 1987) for illegal drugs and/alcohol, the standard for determination of positive presence of alcohol shall be .02 as measured on a certified/calibrated Breathalyzer, and the standard for determination of the positive presence of illegal drugs shall be in accordance with Attachment A to the General Order # _____ (Chicago Fire Department Random Drug/Alcohol Testing Program.)

2. For the purpose of testing for General Order # _____, (Chicago 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 # _____ (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 # _____ (Chicago Fire Department Random Drug/Alcohol Testing Program.)

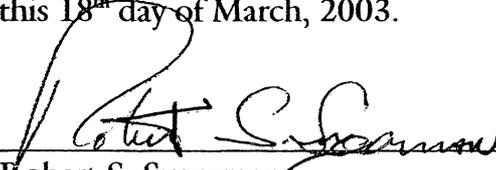
Assuming the above meets with Local 2's approval, please so indicate in the space provided below.

Very truly yours,


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

JCF:mp

Acknowledged and Agreed to
this 18th day of March, 2003.



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

ATTACHMENT A

**Substance Abuse and Mental Health
Services Administration ("SAMHSA")
Guidelines for Cutoff Concentrations in Drug Testing Program**

<u>Substance</u>	<u>Initial Test Level</u>	<u>GC/MS Confirm Test Level</u>
AMPHETAMINES	1000 ng/mL	500 ng/mL
BARBITURATES	300 ng/mL	200 ng/mL
BENZODIAZEPINES	300 ng/mL	200 ng/mL
COCAINE METABOLITES	300 ng/mL	150 ng/mL
MARIJUANA METABOLITES	50 ng/mL	15 ng/mL
METHADONE	300 ng/mL	300 ng/mL
METHAQUALONE	300 ng/mL	300 ng/mL
OPIATES	2000 ng/mL	2000 ng/mL
PHENCYCLIDINE	25 ng/mL	25 ng/mL
PROPOXYPHENE	300 ng/mL	300 ng/mL

JA
3-18-03
in the City - JG

JMC

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
312-786-6110
jcf@franczek.com

300 SOUTH WACKER DRIVE
SUITE 3400
CHICAGO, ILLINOIS 60606
PHONE 312-986-0300
FAX 312-986-9192
<http://www.franczek.com>

March 18, 2003

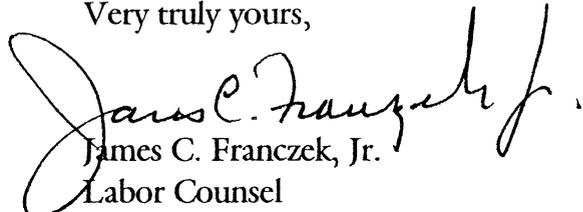
Mr. Robert S. Sugarman
Sugarman & Horwitz
221 North LaSalle Street – Suite 626
Chicago, IL 60601-1241

Dear Mr. Sugarman:

This letter will confirm 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.

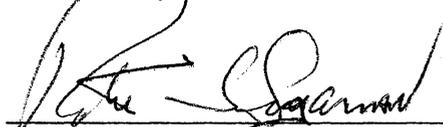
This letter will also confirm the parties' agreement that the Supplemental Recommendation Agreement (last chance agreement) and the terms of the Supplemental Recommendation Agreement attached hereto also shall remain in effect, unless modified by the parties.

Very truly yours,


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

JCF:mp

Acknowledged and Agreed to
this 18th day of March, 2003.



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

SUGARMAN & HORWITZ

Attorneys at Law
221 N. LaSalle Street, Suite 626
Chicago, IL 60601-1241
Tel: 312.629.2920
Fax: 312.629.2930

ROBERT S. SUGARMAN
STEPHEN B. HORWITZ

March 18, 2003

OF COUNSEL:
ROGER N. GOLD
HOWARD H. ANKIN

Mr. James C. Franczek, Jr.
Labor Counsel
City of Chicago
Franczek Sullivan P.C.
300 S. Wacker Dr., #3400
Chicago, IL 60606

Re: Employee Assistance Program

Dear Mr. Franczek:

This will confirm the agreement of the City and Local 2 that, effective January 1, 2004 and each January thereafter for the term of the contract, the City will contribute the annual sum of \$50,000.00 in the first quarter of each year to the following recipients in the following amounts:

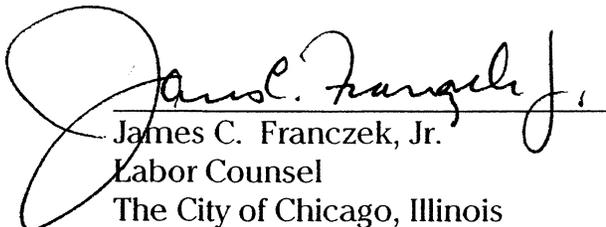
Rosecrance	\$25,000.00
Guildhaus	\$20,000.00
SECAD	\$5,000.00

Very truly yours,



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

Acknowledged and Agreed to this
18th Day of March, 2003.



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

FRANCZEK SULLIVAN P.C.
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.
312-786-6110
jcf@franczek.com

300 SOUTH WACKER DRIVE
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CHICAGO, ILLINOIS 60606
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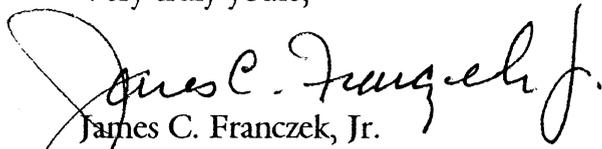
March 18, 2003

Mr. Robert S. Sugarman
Sugarman & Horwitz
221 North LaSalle Street – Suite 626
Chicago, IL 60601-1241

Dear Mr. Sugarman:

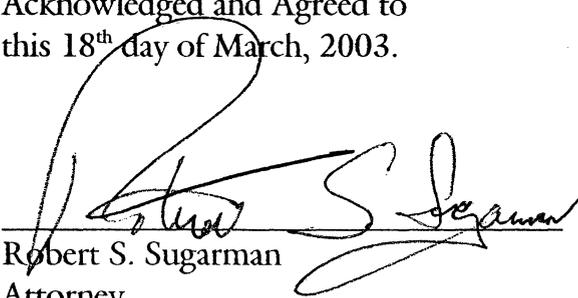
This letter will confirm that the City will pay employees the retroactive pay (as adjusted by any insurance contributions (or rebates) which may be due or owed pursuant to Section 12.1.E.) due to them within sixty (60) calendar days of written notification from me to you of ratification by the City Council of the collective bargaining agreement with Local 2.

Very truly yours,


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

JCF:mp

Acknowledged and Agreed to
this 18th day of March, 2003.


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