AGREEMENT

BETWEEN

CITY OF CRYSTAL LAKE

AND

CRYSTAL LAKE PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL # 3926

5/1/2018 – 4/30/2022

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A G R E E M E N T

BETWEEN

CITY OF CRYSTAL LAKE

AND

CRYSTAL LAKE PROFESSIONAL FIREFIGHTERS ASSOCIATION

LOCAL #3926

PREAMBLE

THIS AGREEMENT entered into by the CITY OF CRYSTAL LAKE, ILLINOIS (hereinafter referred to as the "City" or the "Employer") and the CRYSTAL LAKE PROFESSIONAL FIREFIGHTERS ASSOCIATION Local # 3926 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC (hereinafter referred to as the "Union") has as its basic purpose the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the City and the Union do mutually promise and agree as follows:

ARTICLE I

RECOGNITION

Section 1.1. Recognition. Pursuant to an election and certification by the Illinois State Labor Relations Board in Case No. S-RC-99-81 and S-RC-07-049, the City recognizes the Union as the exclusive bargaining agent for all full-time sworn Firefighters, Firefighter Paramedics, Fire Lieutenants and Fire Lieutenant Paramedics employed within the City's Fire Rescue Department, but excluding all part-time Firefighters, part-time Firefighter Paramedics and part-time Firefighter EMT's and all sworn Fire Rescue employees with the rank of Battalion Chief/Bureau Chief, Deputy Fire Rescue Chief and Fire Rescue Chief who are excluded as supervisors, managerial and confidential employees as defined by the Illinois Public Labor Relations Act, and all other employees of the City of Crystal Lake, Illinois.

Section 1.2. Probationary Period. The probationary period for full-time firefighter paramedics covered under the collective bargaining agreement is now twelve (12) months in duration from the date of appointment. Probationary employees shall be limited to five (5) trades (of any kind excluding Kelly trades) during their probationary period. During the probationary period, an employee is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure. The City agrees that if it has reason to believe that a probationary employee may be terminated for poor work performance, then a representative of the City, including the Chief or his designee, will meet with the affected employee (and the Union unless otherwise requested by the affected employee) to discuss possible recommendations so that the employee may possibly continue employment with the City, although the failure to have such a meeting will not void any subsequent termination of the employee. It is further agreed that probationary employees shall be entitled to all other rights, privileges and benefits conferred by this Agreement except as previously stated or otherwise provided in this Agreement.

Section 1.3. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union agrees to indemnify and hold harmless the City for any reasonable damages, costs or attorneys' fees incurred by the City as a result of any legal action

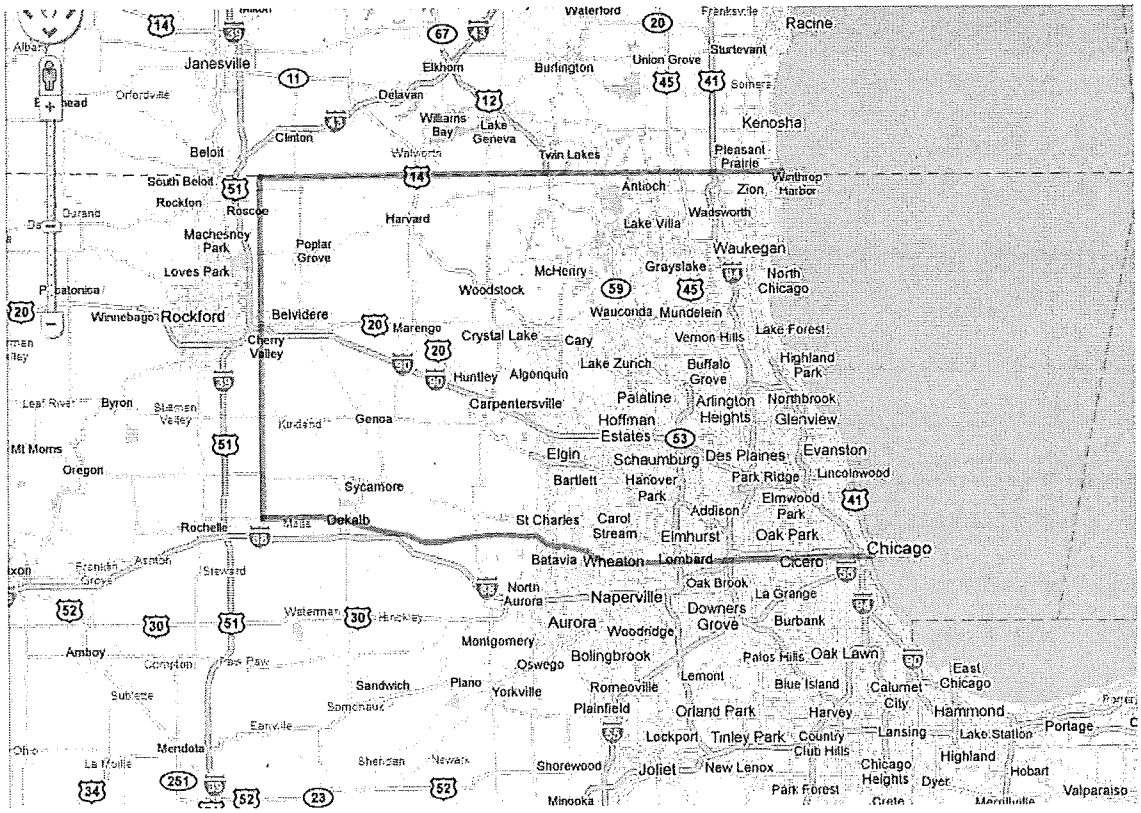
asserting that the Union has violated its duty of fair representation provided the City does not instigate such action.

Section 1.4. Gender. Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.5. Immediate Family Definition. The immediate family shall be defined to include the employee's spouse, children, siblings, parents, grandparents, and the employee's spouse's parents (this includes relationships of "great," "step" and "half").

Section 1.6. Union Officers. For purposes of this Agreement, the term "Union officers" shall refer to the Union's duly elected President, Vice President, Secretary and Treasurer.

Section 1.7. Residency. All bargaining unit members, upon completion of the probationary period, are required to live within the boundaries defined as follows: either McHenry County or in counties contiguous to McHenry County- Boone, Lake, Cook, Kane, DuPage and DeKalb counties to the west, Illinois Route 38 to the south and the Illinois/Wisconsin border to the north. This requirement is in place in order to provide efficient and effective response to emergency situations. Employees who do not meet this requirement may be subject to discipline up to and including termination of employment.



ARTICLE II

UNION SECURITY

Section 2.1. Dues Checkoff. While this Agreement is in effect, the City will deduct from each employee's paycheck biweekly, Union dues for each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective checkoff authorization form so long as there exists room on the employee's existing paycheck stub for such deduction. The City will honor all executed checkoff authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each biweekly deduction shall be remitted by the City to an address provided by the Union together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Union agrees to refund to the employee(s) any amounts paid to the Union in error if it is proven that an error did occur on account of this dues deduction provision.

A Union member desiring to revoke the dues checkoff may do so at any time by providing written notice to the City with a copy to the Union.

Dues shall be withheld and remitted to the Union unless or until such time as the City receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union, and this action will discharge the City's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Section 21.3 of this Agreement (No Strike/No Lockout).

The actual dues amount to be deducted shall be certified to the City by the Union, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount that will be the regular monthly dues once each calendar year during the life of this Agreement. The

Union will give the City forty-five (45) days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. Union Indemnification. The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Union that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made and proven, the Union shall refund directly to the employee(s) any such amount.

Section 2.3. Bulletin Board. The City shall provide the Union with a designated space (at least 2' x 2'), on a bulletin board at each station that is regularly manned by employees, upon which the Union may post its official notices of a non-inflammatory, non-political nature, except for union elections. If material is received by the IAFF or the AFFI and contains election notices, those notices will be placed in a Union provided book that is out of the public's eye and left in the stations in an accessible area for all employees to pick up and view. Prior to posting or placing them in the book, the Union shall provide a copy for review to the Fire Chief or his designee. The Union will limit the posting of Union notices as described herein.

Section 2.4. Labor-Management Meetings. The Union and the City agree that, in the interest of efficient management and harmonious employee relations, labor-management meetings will be held if mutually agreed or at least quarterly (during the months of February, May, August, and November) between no more than four (4) Union representatives and four (4) responsible administrative representatives of the City. Such meetings may be requested by either party at least seven (7) business days in advance by contacting the other party for a "labor-management conference" and by providing, if possible, the specific agenda for such conference. Such conferences, times and locations mutually agreed upon, shall be limited to:

- discussion of the implementation and general administration of this Agreement;
- a sharing of general information of interest to the parties;
- safety issues; and
- other issues of concern.

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such conferences unless mutually agreed to otherwise.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the Fire Rescue Chief or his designee and the employee's supervisor. The City in its sole discretion shall determine its representatives at such meetings.

Section 2.5. Union Communications. If and when such technology becomes available through the Information Technology Department of the City of Crystal Lake, the Union may have access to an "electronic bulletin board" to be used in the same fashion as a regular bulletin board (see section 2.4 above). The Union will limit the posting of Union notices to said electronic and standard bulletin board.

The City would allow bargaining unit members to access the Internet to view the union's website and their individual union e-mail account while on duty, abiding by the Crystal Lake Fire Rescue Department's Internet Use Policy and Administrative Directive #2004-2.

Section 2.6. Union Right to Access. One non-employee Union representative, or his successor as designated by the Union, shall have access to any Fire Rescue Department facility after 6:00 p.m. in order to help resolve a serious dispute or problem, unless a different arrangement is approved by the Fire Chief. In order to receive such access, the representative must provide at least six (6) hours' advance notice to the Fire Chief or his designee and make arrangements not to disrupt the work of employees who are scheduled to perform or are performing working duties. Any visits pursuant to this Section shall take place in the building area away from vehicles and equipment.

Section 2.7. Union Business Leave. The Union shall be granted time off at the request of the Union, up to 156 hours in even numbered years subject to the approval of the Fire Chief, to attend the State and International Biennial training conferences, meetings or seminars, provided such leave does not incur overtime cost to the City. Such requests must be submitted to

the Fire Chief by an elected officer of the Union not less than two (2) weeks in advance, utilizing a form approved by the Fire Chief. If a scheduling conflict exists due to unforeseen circumstances (such as, but not limited to, sickness, injury, or a disaster) within one (1) shift day prior to utilization of union business leave, then the union member requesting leave will be denied the time off.

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to transfer and reassign employees; to establish specialty positions; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; or make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees; to establish performance standards for employees; to discipline, suspend and discharge non-probationary employees for cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine equipment to be used and uniforms to be worn; to determine work hours, shifts and shift hours; to do all things expressly granted and reserved to the City under Illinois statutes; to take any and all actions as may be necessary to carry out the mission of the City and the Fire Rescue Department in the event of civil emergency as may be declared by the Mayor or City Manager or their authorized designees, or otherwise. In the event of any such emergency action, which may include but is not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, the provisions of this Agreement may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

ARTICLE IV

SENIORITY, LAYOFF AND RECALL

Section 4.1. Definition of Seniority. Seniority shall be defined as an employee's length of continuous full-time service as a full-time firefighter or firefighter/paramedic or Lieutenant, except for economic benefits which are related to seniority as provided in this Agreement, which shall be defined as the employee's length of continuous full-time service with the City. Employees who transfer from another City of Crystal Lake department into the Fire Rescue Department will be allowed to carry over any accrual balances and begin accruing benefits equivalent to his/her continuous length of full-time service to the City of Crystal Lake. Should the employee have Personal Business time in his/her accrual bank, they should either use that time prior to the date of transfer or upon transfer, unused Personal Business hours will be converted to his/her sick leave accrual bank.

Section 4.2. Conflicts Due to Date of Hire. After the effective date of this Agreement, should more than one employee have the same date of hire, the employee who is ranked highest on the eligibility list shall have priority as to seniority, or in the case of a tie in ranking, the seniority of the employees involved shall be resolved based on a coin flip administered by the Chief.

Section 4.3. Seniority List. Within two (2) weeks of the effective date of this Agreement and thereafter on or before December 31 of each year, the City will provide the Union, at the address designated by it, with seniority lists setting forth the order of seniority of each member of the bargaining unit. The City shall not be responsible for any errors in the seniority lists unless such errors are brought to the attention of the City, in writing, within fourteen (14) days after the receipt of the list by the Union, and the City may thereafter rely on such lists as called for in this Agreement.

A current and up-to-date seniority list showing the names and length of service of each employee shall be maintained for inspection by employees and shall be updated.

Section 4.4. Nonaccrual of Seniority. No employee shall accrue seniority during any period of time while on an unpaid leave of absence unless otherwise required by law.

Section 4.5. Termination of Seniority. An employee's seniority and the employment relationship shall be terminated for all purposes if the employee:

- quits;
- is discharged for just cause;
- retires or is retired;
- is absent for two (2) consecutive work days without notice and without just cause;
- falsifies the reason for a leave of absence;
- fails to return to work at the conclusion of an authorized leave of absence or vacation without just cause;
- if, after being laid off, fails to report as required after having been recalled;
- has been laid off for a period of two (2) year beyond the term of the Agreement then in effect at the time of the layoff.

Section 4.6. Purpose of Seniority. Employees shall be allowed preference according to seniority on all sections of this Agreement that specifically designate seniority as an accounting procedure.

Section 4.7. Layoff. The City in its absolute discretion shall determine when and whether layoffs are necessary for economic or legitimate constructive reasons. If the City so determines that these conditions exist, employees covered by this Agreement will be laid off in rank order in accordance with their length of service with the City as provided in Ill. Rev. Stat., chapter 65 ILCS 5/10-2.1-18. Absent emergency, all employees shall receive notice in writing of a layoff at least fourteen (14) days in advance of the effective date of such layoff(s). While on layoff status, employees do not accrue, are not eligible to receive, nor are they entitled to City benefits. Time off on layoff status shall not be counted toward years of service.

Section 4.8. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years beyond the term of the Agreement then in effect at the time of the layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they were laid off.

Employees who are eligible for recall shall be given twenty-one (21) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Union. The employee must notify the Fire Chief or his designee of his intention to return to work within seven (7) calendar days after receiving actual notice of recall that shall not be outside the twenty-one (21) day period. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt request, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his/her name shall be removed from the recall list.

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 5.1: Purpose. This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. Nothing in this Article or Agreement shall be construed as a guarantee of hours of work.

Section 5.2: Normal Work Day and Work Week. The normal work day and workweek for employees shall be 24 consecutive hours of work (1 shift) followed by 48 consecutive hours off (2 shifts). A Kelly Day (i.e., what would otherwise be a 24-hour-duty day) shall be scheduled off every eleventh (11^{th}) duty day, thereby reducing the normal pay period to an average of 102.10 hours (2654.60 hours annually). Effective January 1, 2016, a Kelly Day shall be scheduled off every tenth (10^{th}) duty day (2628.08 annually).

Section 5.3: FLSA Work Cycle. The City shall establish an individual FLSA work cycle for each employee covered by this Agreement which cycle commences at 7:00 p.m. (or the appropriate time in the evening to minimize FLSA overtime if the 7:00 a.m. shift starting time is changed) on the 11^{th} day of each cycle (every 10^{th} day starting January 1, 2016). Each employee's work cycle shall be established so that the employee's Kelly Day (*i.e.*, every 11th shift) falls on the shift starting on the 11^{th} day of his work cycle and ending at the beginning of the first day of the succeeding work cycle. Shifts shall normally commence at 0700 hours and end at 0700 hours the following day, subject to the Chief's right to make reasonable changes for

sound operating reasons. The City has adopted a 27 day work cycle for the purposes of Section 7(k) of the Fair Labor Standards Act (FLSA).

Section 5.4: Eight Hour Shifts. The normal work day and work week for employees temporarily assigned to eight-hour shifts (for purposes other than training), shall be 40 hours, based on five eight-hour shifts, with a 30-minute unpaid lunch period provided each day, subject to emergency duties. Hours of work shall be 8:30 am – 5:00 pm and may be subject to change at the discretion of the Fire Rescue Chief. Employees temporarily assigned to eight-hour shifts shall not be required to return to shift prior to 0700 the following Monday. Probationary firefighters may be subject to special work day/week schedules due to training or scheduling.

Section 5.5: Shift Change. An employee permanently changed to a new shift will receive at least forty-eight (48) hours off between shifts. A permanent shift change is defined as one that lasts longer than ninety (90) calendar days. An emergency shift change is defined as a shift change which lasts less than ninety (90) calendar days and in such case the employee need not receive forty-eight (48) hours off between shifts.

Section 5.6: Overtime. The City may assign overtime work as provided in Sections 5.8, 5.9, 5.10 and 5.11 below, and such assignments (except those made under Section 5.8 below) shall not be refused by employees. The overtime rate of pay for employees assigned to 24-hour shifts shall be 1-1/2 times their regular straight-time hourly rate of pay (as noted in the wage appendices B through E). Overtime hours shall be considered as nonscheduled hours worked in excess of the normal work schedule when worked upon specific direction or approval of the Fire Chief or his designee.

Except for emergency hire backs, employees assigned to eight-hour shifts shall be paid one and one-half their regular straight-time hourly rate of pay (annual salary divided by 2,080 hours) for all hours worked in excess of 40 hours.

Section 5.7: Voluntary Overtime. When the need for voluntary overtime exists due to the lack of manpower, vacations, sickness, injury or other causes, as deemed appropriate by the City, and the City determines that bargaining unit members are necessary to perform such work, and there is reasonable time to utilize the voluntary overtime procedure, such overtime shall be distributed initially to members of the bargaining unit of the same rank classification on a voluntary basis. Certain specified job tasks shall not be a part of the regular voluntary overtime

list, because these assigned tasks are normally conducted by specially trained personnel. A voluntary overtime list shall be established for these specially trained personnel. The same rules that govern the general voluntary overtime list shall apply.

The City shall establish and periodically update a Departmental overtime assignment list or, at the discretion of the Chief, such task shall be assigned to the Union President who shall perform the task himself or in writing delegate the task to another bargaining unit member who shall be responsible for the proper performance of the task. Annually, each January 1st, all bargaining unit personnel will be placed on the overtime assignment list and all hours would go to zero. The list will be categorized by classification with the most senior in each category listed first, followed by the remaining employees in seniority order.

Where voluntary overtime exists and the City determines that bargaining unit members are necessary to perform such work, the most senior employee within the rank or classification will be offered the overtime assignment first. If the employee accepts or declines, that individual will be charged for the overtime assignment. The party administering the overtime list (the City, or the Union as delegated by the Chief) will then seek to contact the next employee on the list and so forth. When the Chief delegates the administration of the voluntary overtime list to the Union, the Union may administer the list as agreed upon by the membership, and that language shall be posted in the Local's minutes. In addition, the language will be posted in the Fire Department overtime book. If the City retains the administration of the overtime list, the procedure as outlined in this Article shall be followed. The City's overtime assignment list will accumulate each employee's overtime hours as they are worked or declined. The employee with the least amount of overtime hours within the rank or classification will normally be offered first opportunity to work the voluntary overtime. If an employee establishes that the provisions of this Voluntary Overtime assignment procedure have not been followed, the sole remedy shall be to award the aggrieved employee(s) with the next available equal overtime opportunity, unless there is a finding that the assignment was made by management to knowingly and intentionally circumvent in an improper manner the priorities established by and the provisions of this Section.

Section 5.8: Emergency Response Holdover. Where there is a need for the City to hold over an employee(s) to answer an emergency call, the City shall make the holdover assignment

to the employee(s) assigned to the vehicle that is required to respond. The employees that initiate the call shall complete the call, unless relief is requested by the employees and available. Relief prior to the start of a shift will be made on a mutual agreement between employees. Any employee held over shall receive a minimum of one (1) hour of pay at the applicable straight-time hourly rate of pay provided that when an employee works more than forty (40) minutes, the employee will be paid at the rate of time and one-half (1-1/2). An employee held over shall not have such hours added to the employee's overtime assignment list. Subsequent time worked shall be paid in one-quarter (1/4) hour increments.

Section 5.9: Mandatory Overtime. Both the Union and the City realize the necessity of properly staffing all stations and both parties will continue to make reasonable efforts to avoid implementing the mandatory overtime procedure contained in this Section. The City will make reasonable attempts to fill a vacancy or vacancies in a station or stations where bargaining unit personnel are needed utilizing the voluntary overtime procedures. However, in the event that such efforts prove unsuccessful, the City will utilize the mandatory overtime procedure set forth in the remainder of this Section.

When it becomes necessary to fill a vacancy by a bargaining unit member through mandatory overtime, the following procedure will be used:

(a) If the vacancy is scheduled at the beginning of a shift, the person who is highest on the mandatory list on the prior shift immediately concluding work will be required to continue to work until a replacement can be located using the voluntary overtime procedure.

(b) If the vacancy is scheduled or occurs at any other time, a rotating mandatory overtime list will be used by inverse seniority among employees of the same classification as the employee to fill the vacancy. The party administering the overtime list (the City, or the Union as delegated by the Chief) will advise the appropriate person that this mandatory overtime clause is in effect. The party administering the overtime list shall maintain and post the list on the Fire Department computer drive.

c) After an employee has been required to work a mandatory overtime shift in either paragraph A or B above, absent a staffing emergency, he/she will no longer be

eligible to work a mandatory overtime shift until the mandatory overtime list has been fully exhausted.

(d) No mandatory hours worked will be charged to the voluntary overtime hour list. It is expected that these procedures will be followed except in cases of emergency where time does not permit the exhaustion of these steps. Employees on duty shall not leave their duty assignment until properly relieved. If an employee establishes that the provisions of this Mandatory Overtime assignment procedure have not been followed, the sole remedy shall be to award the aggrieved employee(s) with the next available equal overtime opportunity. Unless there is a finding that the assignment was made by management to knowingly and intentionally circumvent in an improper manner the priorities established by and the provisions of this Section, the remedy shall be to award the aggrieved employee(s) with twice the employee(s) rate of pay.

Section 5.10: Callback Pay. A callback is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours, with a two (2) hour minimum guarantee, except that if the employee is called back to rectify his own error the two (2) hour minimum guarantee shall not apply.

Section 5.11: Compensatory Time. All earning of compensatory time and use of earned compensatory time has been eliminated.

Section 5.12: Duty Shift Trades. Any two employees on different shifts may request to trade duty time so long as the two employees are determined to be capable to perform each other's assigned duties for the duty time involved. Requests for such trades shall, absent emergency, be submitted on the proper form at least sixty-two (62) hours prior to the requested trade and approved by the Fire Chief or his designee, unless the Fire Chief or his designee elects to permit a trade with less notice due to exigent circumstances. A trade may be made with an Open Kelly Day slot (Kelly Day holds are not considered "open"). Such requests shall not be unreasonably denied. All approved duty trades must be paid back before the effective date of an employee's promotion to a position not covered by this Agreement. Notwithstanding any other provision of this Agreement, no additional compensation shall be paid to any employee as a result of duty trades.

Kelly day trades shall be allowed between employees on the same shift and shall be completed within the same scheduled Kelly period. Any approved Kelly day trade shall be considered a duty trade for purposes of the FLSA. Kelly days may be traded in only twenty-four (24) hour shift segments and the hours reduction day will be considered that of the person originally scheduled to have the day off and the substituted hours reduction day shall be regarded hours worked. Kelly day trades shall be canceled and reverted back to original, in the event that the involved employee is off duty due to alternate duty or due to a Workers Compensation illness or injury.

Kelly day trades must be made within the designated FLSA period (Kelly Day Columns) in order to facilitate employee work/rest cycles. Kelly days will be selected in a mutually designed format between Labor and Management, based on FLSA periods.

Section 5.13: Special Deployment. In the event an employee is temporarily assigned to a special deployment in connection with a State mobilization of Mutual Aid Box Alarm Systems (MABAS) resources, said employee may be temporarily assigned to a different work schedule. Hours worked will include time spent traveling to and from remote location, and hours actually worked at the site, but will not include unassigned time. During such special deployment, while temporarily assigned to a different work schedule, hours worked in excess of standard shift hours in a seven-day period shall be paid at the overtime rate. Temporary assignment will be made by utilizing voluntary overtime procedures. Employees eligible for the assignment will be based on training and certification requirements of the deployment request.

Section 5.14: No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 5.15 Acting out of Classification Pay. The responsibility for supervision within the Fire Rescue Department ultimately rests with those officers appointed by the Board of Fire and Police Commissioners or by the Fire Rescue Chief to perform such tasks. When an officer is off duty, a person from the lower rank may be assigned to fill in as an Acting officer. Each station/shift will have a designated Acting Officer assigned to it by the Chief or his designee. When the Company Officer is scheduled off, the Acting Company Officer will serve in the Company Officer role. The Acting Company Officer will be selected based upon promotional list ranking, followed by an experiential system developed through Labor and Management. The

highest ranking individual from each shift who is on the promotional list will be the first actor for that shift, regardless of station assignment. When no one from the affected shift (who is on the applicable promotional list) is working, the acting person will be selected from a rotation experience list that is established through agreement with labor and management. Personnel on the rotating experience list must express written interest in the program and be competent in their position with the knowledge of the rank above.

When a Firefighter Paramedic is assigned to act as a Lieutenant, such employee shall be paid at the hourly pay rate associated with the first step of the Lieutenant rank. When a Lieutenant is assigned to act as a Battalion Chief such employee shall be paid five percent (5%) above their current hourly rate. Acting out classification pay is earned on an hour for hour basis.

It will be the responsibility of the Battalion Chief to give proper written or electronic notification, except for emergency situations. The Acting Officer will be assigned by the Chief or his designee to a particular assignment. For purposes of training new officers, an Acting Officer can be assigned to a station with another Officer for a brief period of time for training with the Battalion Chief. It is understood that the purpose for this is to provide the Acting Officer with supervisory experience. A shift should have at least one (1) officer qualified to cover the position of shift commander on duty at all times, unless due to extenuating circumstances, and then the Chief or his designee shall be notified prior to the incident. To be qualified as a shift commander, a lieutenant shall have served in the rank of lieutenant for at least one (1) year and have completed the prescribed training under the direction of the shift commander. Any additional requirements may be established by mutual agreement through labor management meetings.

Section 5.16 Special Assignment. The City agrees to offer the following assignments to bargaining unit employees before making such work available to others, pursuant to the terms of this Section:

The parties agree that the following special assignment positions qualify for a 7 (g) rate:

- Training (mutually agreed upon assignment)

- Such other assignments mutually agreed upon by the City and the Union from time to time which qualify for a 7 (g) rate of pay.

Any such work performed by bargaining unit members shall be in accordance with the Fair Labor standards Act (FLSA) section 7 (g). When an employee agrees to perform work in such assignment, the employees performing such work shall sign a Section 7(g) agreement.

The 7 (g) wage rates shall be as follows:

Hourly Rate	Overtime Hourly Rate
$15.00 /hour	$22.50/ hour

If an employee works in a secondary capacity covered by this Section and performs overtime work in that capacity in any work cycle, such employee will be paid for such work in the secondary capacity at the rate of time and one half (1 1/2) the applicable straight time rate as set forth. Any overtime work by the employee in a primary capacity will be paid pursuant to the collective bargaining agreement.

ARTICLE VI
VACATION

Section 6.1: Eligibility and Allowances. All employees shall be eligible for paid vacation time after the completion of six (6) months of continuous full-time employment. Employees shall start to earn vacation allowance as of their date of hire, if hired prior to the tenth (10^{th}) of the month, but if hired after the tenth (10^{th}) of the month, the employee will begin earning credit in the following month, but cannot use vacation time until after it is earned and until after the first six (6) months of employment. No vacation will accrue during an unpaid leave of absence. Vacation allowances shall be earned based on the following table for employees working a twenty-four (24) hour shift:

Firefighter Paramedic Vacation Schedule Period Earned	Shifts Per Year Earned by 24 Hour Personnel
Hire to month before 1st Anniversary	3 shifts
1st Anniversary to month before 5 th Anniversary	5 shifts
5th Anniversary to month before 9 th Anniversary	7 shifts
9th Anniversary to month before 15 th Anniversary	8 shifts
15 th Anniversary to month before 19 th Anniversary	10 shifts
19 th Anniversary and on	12 shifts

*Lieutenants will follow vacation accrual schedule inserted below. This schedule does not include any Personal Business time.

*Lieutenants Vacation Schedule Period Earned	Shifts Per Year Earned by 24 Hour Personnel
5th Anniversary to month before 9 th Anniversary	8 shifts
9th Anniversary to month before 15 th Anniversary	9 shifts
15 th Anniversary and on	12 shifts

Section 6.2: Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 6.3: Scheduling. Employees shall select their vacation preference within their shift in accordance with their needs and the needs of the Department on a first requested, first received basis. Only three (3) full-time shift personnel (bargaining unit) per shift (Vacation/Kelly/Floating Holiday) may be off at any one time during the months of March, April, May, September, October and November. Only one (1) of these three (3) can be a Lieutenant. This may be expanded to four (4) full-time shift personnel (bargaining unit) per shift during the months of January, February, June, July, August and December. Only one (1) of these four (4) can be a lieutenant. Lieutenants will be given one (1) exemption day (per lieutenant) where two (2) lieutenants will be allowed off on benefit time (vacation/Kelly) as defined in this section and at the approval of the Fire Rescue Chief. Exemption days must be requested no less than 7 days in advance of the requested time off. Exemption days cannot be

utilized on a holiday as defined in Section 7.1 Holidays. Vacations may be accrued in an amount not to exceed one and one-half (1-1/2) times the employee's annual accrual rate except if an employee is incapable of using such days because the employee is off work because of workers' compensation leave or unable to schedule due to lack of available days. Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes hospitalized. Vacations may be scheduled with a minimum of eight (8) hours usage per request, as long as the 8 hour block does not bridge over 1900 hours.

Section 6.4: Guidelines Governing Leave and Trade Time

1) The number of consecutive days off does not exceed ten (10) shift days at any time by combining Vacation, Kelly, and/or Trade days. After having taken ten shift days off in a row, personnel must work a minimum two (2) consecutive shift days before another day off can be taken.

2) The trading of duty time is an agreement between two CBA members. In the case where a trade agreement is unfulfilled by either party, the Fire Rescue Department assumes no responsibility for compensation related to that trade.

Section 6.5: City Emergency. In case of an emergency, such as but not limited to riot, civil disaster, or presidential visit as declared by the Mayor as authorized under Section 1116, 65 ILCS 5/1116 of the Illinois Statutes, the City Manager or his designee, may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress.

Section 6.6: Pay for Vacation Upon Separation. If an employee covered by this Agreement terminates or is separated from his employment with the Crystal Lake Fire Rescue Department, he/she shall receive compensation for all accumulated but unused vacation time at the employee's current straight-time hourly rate of pay in a lump sum fashion within fourteen (14) days after separation or termination.

Section 6.7: Vacation Pay for Employees Killed in the Line of Duty. The families of all employees covered by this Agreement who are killed in the line of duty shall receive compensation for all vacation time accumulated but unused by that employee at the employee's

current straight-time hourly rate of pay in a lump sum fashion within fourteen (14) days of the employee's death.

ARTICLE VII
HOLIDAYS

Section 7.1. Holidays. The following ten (10) days are holidays with pay for all bargaining unit members as provided in Section 7.2.:

Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Christmas Eve
& Day After	Christmas Day
New Year's Day	President's Day

Section 7.2. Holiday Pay. Employees scheduled to work on a holiday shall do so. Holiday pay shall be paid on the following basis:

i. If an employee works on a holiday, compensation shall be at the employee's straight-time hourly rate of pay for each hour worked, plus eight (8) hours pay at the employee's straight-time rate of pay for the holiday.

ii. If a holiday falls on an employee's regularly scheduled day off, the employee shall receive compensation equivalent to eight (8) hours at the employee's straight-time rate of pay in lieu of a day off.

iii. For those employees assigned to eight (8) hour shifts due to an alternate duty assignment, holiday pay will be granted as eight (8) hours of holiday pay at the employee's regular shift rate of pay (not the alternate duty hourly rate).

iv. An employee may request time off as vacation time on a holiday subject to approval by the Chief or his designee. If the holiday is requested as time off, the entire shift (24 hours) must be taken.

The employee will be required to utilize twenty-four (24) hours of accrued benefit leave and will be eligible for compensation equivalent to (8) hours' pay at the employee's straight-time rate of pay for the holiday.

v. If an employee utilizes sick time during a holiday, the employee will be required to utilize twenty-four (24) hours of accrued sick benefit leave and will be eligible for compensation equivalent to eight (8) hours pay at the employee's straight-time rate of pay for the holiday. Any employee may be required to substantiate proof of illness where there is reason to suspect sick leave abuse.

vi. For purpose of this Article, a holiday shall be considered 7:00 a.m. of the holiday until 6:59 a.m. of the following day.

Section 7.3. Floating Holiday. In addition to the holidays listed in Section 7.1, each bargaining unit employee will be granted four (4) hours of floating holiday time to be used during the course of the fiscal year. This floating holiday time must be granted with prior approval of the Chief or his designee. On a one-time basis during the course of the fiscal year, this time may be granted as emergency time off by the Chief or his designee for an unscheduled, emergency circumstance. Floating holiday time may be used in no less than four (4) hour increments. Unused floating holiday time shall be converted to sick leave if not used by the end of the fiscal year.

ARTICLE VIII
LEAVE OF ABSENCE

Section 8.1. Discretionary Leaves. The City may grant a leave of absence under this Article to any bargaining unit employee where the Fire Rescue Chief and City Manager determine there is good and sufficient reason. The Chief and City Manager shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 8.2. Application for Leave. Any request for a discretionary leave of absence shall be submitted in writing by the employee to the Fire Rescue Chief or his designee as far in

advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Fire Rescue Chief and it shall be in writing.

Section 8.3. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time that he is required to be away from work and during which he would have otherwise been scheduled to work. An employee shall immediately notify the Fire Rescue Chief or his designee if he is required to report for jury duty. Because an employee is compensated by the City for performing jury duty on the day or days he or she is scheduled to work, such employee must sign over to the City any check received for performance of such jury duty.

Section 8.4. Family and Medical Leave Act. The parties agree that the City many consistent with the provisions of article XXIV of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Family and Medical Leave Act so long as it does not diminish or alter any current statutory benefit. When FMLA leave begins, the employer may require employees to utilize accrued, paid leaves concurrent with FMLA leave provided that vacation leave that employee has previously scheduled shall be applied after accrued sick leave.

Section 8.5. Alternate Duty. Employees who are ill, injured or pregnant, as certified by a physician and unable to assume the responsibilities of their regular positions but are able to perform some duties on a restricted basis, may be required to perform Fire Rescue Department related work. The Chief will determine if any work is available based upon the restrictions set by the employee's physician. If there is work available, either on a full-time or part-time basis, and the Chief wants the employee to perform this work, the employee will be required to perform those duties. The length of time of the restricted duties will not exceed the earliest of the following:

(1) The time limit for restricted work set by the employee's physician;

(2) The length of time to complete the available work; or

(3) Three (3) months; except this time may be extended at the absolute discretion of the Chief and the City Manager.

(4) Alternate duty shall not preclude an employee from using any education benefits outlined in Article XIII, so long as such usage is not contrary to the employee's medical or work restrictions.

There is no guarantee that work will be available for employees on restricted duties. The decision for restricted duty work depends solely upon the work being available, the decision of the Chief, and the employee's ability to do the work. Preference will be given to employees recuperating from work related illnesses or injuries.

Assignment of pregnant employees to alternate duty shall be in accordance with the applicable provisions of the Illinois Human Rights Act.

Section 8.6. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may be subject to immediate discipline.

Section 8.7. Military Leave. Employees required to fulfill a military obligation for training will be granted a leave of absence. Employees with accrued vacation, compensatory time or personal business may use these accrued benefits during their military leave, otherwise, the leave is unpaid. All Military Leave situations will be handled in accordance with applicable state and federal laws.

Section 8.8. Bereavement Leave. The Chief or his designee shall grant leave with pay for funerals and wakes in the immediate family. The funeral leave shall be one (1) shift. The Chief may allow additional shifts off in extenuating circumstances. Additional time may be taken as sick or vacation time. In the case of the employee's remaining family not included in the definition in section 1.5 (Definition of Family) the employee shall be allowed to use accrued benefit time as listed above.

ARTICLE IX
SICK LEAVE

Section 9.1. Purpose. Sick leave shall be used for the purpose for which it was intended, that being to provide an employee protection against a full day's loss of pay due to illness of the employee or in the employee's immediate family (as defined in Section 1.5). Sick leave may not be converted into any other form of compensation, except upon separation from employment in

good standing and as provided below. Sick leave shall be taken in a minimum of eight (8) hour increments. If an employee leaves sick during the course of the shift, the employee will be charged hour for hour for the remaining hours of the shift upon notification to the Fire Rescue Chief or his designee. In addition to employee illness, sick leave may be used for medical or dental appointments, illness and the birth of a male employee's child or for the adoption of a male or female employee's child, but not to exceed one (1) shift day or twenty-four (24) hours sick leave usage.

Section 9.2. Sick Days Earned. Sick leave will be computed on the basis of twelve (12) hours earned on the first day of each month for a total of one hundred forty four (144) hours per year. Sick leave may be accumulated to a maximum of eighty (80) shifts (1920 hours). If employment begins on or before the tenth day of the month, credit for the month will be allowed. If employment begins after the tenth day of the month, the employee will begin earning credit the first day of the following month. New hires may use sick leave, when necessary, after the first credit for sick leave is accrued.

Section 9.3. Request for Sick Leave. Employees requesting sick leave must call their supervisor or an on-duty supervisor as soon as possible, but not less than one (1) hour prior to the start of the scheduled work day. An employee who takes sick leave off in conjunction with other leave will be required to bring in a doctor's certification of illness or release to duty in order to receive compensation for time taken off. Any employee may be required to substantiate proof of illness where there is reason to suspect sick leave abuse. Where the employee is absent more than two (2) consecutive work shifts due to illness, the employee may be required to bring in a doctor's certificate in order to receive sick leave pay and also to be able to return to work.

Section 9.4: Post Employment Health Plan. The parties agree that the City shall participate in a VEBA through a mutually agreed provider for all bargaining unit employees.

Section 9.5: Funding of the Plan. The basic plan requires that an employee, who uses less than forty-nine hours sick leave in the one (1) year period between May 1 and April 30, receives payment according to the table below. The number of hours for which payment is received will be subtracted from the employee's accumulated sick leave. (Employees hired after May 1st are not eligible for this payment in the fiscal year in which they were hired). This payment will now convert into a VEBA plan. Employees who meet the below-specified annual

attendance standard shall have the corresponding dollar value below of their annual sick leave accrual (May 1 through April 30) paid into their VEBA plan account each year as follows:

Annual Sick Hours Used	Dollar value of Payments
49 hours or more	0
25-48 hours	16 hours
1-24 hours	24 hours
0 hours	36 hours

Additionally, upon retirement after at least twenty (20) years of service with the City of Crystal Lake, bargaining unit employees will receive payment of one-half of the total accumulation up to a maximum of 480 hours. This payment will be automatically rolled into the VEBA plan for the employee.

The union herewith authorizes the City to deduct forty (40) hours of holiday pay from each employee's holiday pay accrual pursuant to Article VII and to pay such amount to the trustee of the VEBA plan for the benefit of such employees as an employer contribution.

ARTICLE X
INSURANCE

Section 10.1. Coverage. The City shall make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance coverage and benefits as that provided to the remaining employees of the City. Further, the City shall make available to employees who retire during the life of this Agreement, and who at the time of retirement were covered by City insurance, individual and dependent coverage (if the dependent was covered when the employee retired) at group rates, with such premiums to be paid by the retired employee to the extent required by state law. The City reserves the right to change insurance carriers, benefit levels or employee costs, or to self-insure, or to adopt a health maintenance organization or Preferred Provider Organization plan for the provision of health

care benefits, so long as the new coverage and benefits are reasonably similar to those provided to the remaining full-time employees of the City.

Section 10.2. Cost Containment. The City strictly reserves its rights to institute cost containment provisions similar to those applicable to most other City employees. Examples of such cost containment provisions include, but are not limited to, the following:

1. hospitalization must be pre-approved for non-emergency purposes or health benefits may be reduced;

2. authorization for emergency admission must be obtained within 48 hours of the admission or benefits may be reduced;

3. hospital benefits shall be paid only for the approved number of extended confinement days, unless other authority has been obtained;

4. the City may require mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 10.3. Cost. Subject to the provisions of Section 10.1 above, the City will offer insurance coverage to employees and their dependents with a share in the cost of this coverage between the employer and employee. The percentage of the cost share may vary over time; however, the cost share for bargaining unit employees would be the same as all other City employees. Should the need for cost sharing exceed 25% for the employee, this section would reference Article XXV- Entire Agreement.

Section 10.4. Life Insurance. Active employees covered by the health insurance plan also have life insurance paid by the City equal to one (1) year's base salary raised to the next multiple of $1,000 if not already an even $1,000 figure.

Section 10.5. Terms of Insurance Policies to Govern. The extent of coverage under the insurance plan documents (including HMO or PPO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to

provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the City, City employee or beneficiary of any City employee.

Section 10.6. Continuation of Benefit. When a sworn employee is killed in the line of duty, the City will continue the current health insurance for the benefit of the spouse and dependent children of the deceased employee to the fullest extent required by law.

Section 10.7. Employee Assistance Plan (EAP). Bargaining unit employees shall have access to the City's Employee Assistance Plan at the same time and in the same way as other City employees.

ARTICLE XI
UNIFORMS

Section 11.1. Initial Issue. The City will provide all initial departmental approved station uniforms at no cost to the employee.

The initial department approved station uniform issue shall consist of the following:

2 - Summer Polo Shirts

2 - Class B Shirts

1 - Sweatshirt/Work Shirt

4 - Uniform Trousers

4 - Tee Shirts

1 - Multi Seasonal Coat w/Patch

1 - Black Leather Belt

1 - Pair Black Leather Shoe or Boot

2 - Departmental Badges

2 - Departmental Name Tags

Routine cleaning and maintenance of station uniforms shall be the responsibility of the employee. New employees hired *will not* receive a clothing allowance in the fiscal year in which they were hired. The new employee will receive their initial use of uniforms only. The Chief will replace uniforms of new employees in the fiscal year in which they were hired, if ruined during departmental functions, upon evaluation.

Section 11.2: Annual Clothing Allowance. Effective May 2011, an annual clothing allowance account of five hundred and twenty five dollars ($525.00) shall be credited to each employee for reasonable repair and/or replacement of station uniforms. Unused funds shall not carry over to next fiscal year. All orders for annual clothing allowance must be submitted by March 15 to facilitate the payment of bills. Only department approved uniforms may be purchased with clothing allowance funds. Special items of an individual nature not listed may be purchased with clothing allowance funds where deemed appropriate by and with prior written approval of the Fire Chief.

Section 11.3: Protective Clothing. The City will provide all department approved protective clothing at no cost to the employee. Unserviceable or damaged protective clothing shall be repaired or replaced through the department Quartermaster system. All reasonable efforts shall be made by the City to provide new equipment, or replace equipment, as soon as possible.

Department approved protective clothing shall consist of the following:

1 - Helmet with Goggles

1 - Bunker/Turnout Coat

1 - Bunker/Turnout Pants with Padded Suspenders

1 - Pair Firefighting Rubber Bunker Boots

1 - Nomex Hood

1 - SCBA Face Mask with Bag

2 - Pair Leather Firefighting Gloves

1 - Corrective lens frame and lenses set for SCBA mask

Optional Department approved protective clothing which may be purchased from the individual person's clothing allowance shall include the following items. In the event that the below items are damaged or destroyed in the course of the employee's duties, the employee shall have the option to purchase additional items from the list below out of the employee's clothing allowance. The employee shall return the damaged or destroyed item to the Quartermaster for replacement.

1 - Truckman's Belt with accessory rings (Belt shall have no leather components and any alteration costs to the turnout coat shall also come from clothing allowance.)

2 - Flashlights (Placement of flashlight pocket shall be approved by Quartermaster. Any alteration costs to the turnout coat shall also come from clothing allowance.)

=1 - Multifunctional tool (maximum cost $40.00)

2 - Pair Extrication Gloves (shall not be used for firefighting)

1 - Pair of Leather Firefighting Boots. (Three (3) styles and stock numbers will be supplied by Quartermaster. Employees shall pay the difference, out of their clothing allowance, between the price of their initial firefighting rubber boots and the leather boots.)

1 - Goggle Garage

1 - Personal Emergency Escape Bag (Contents to be determined by the Fire Rescue Chief)

Marine Monitor Clothing for the Three Oaks Recreation Area

Special items of an individual nature not listed may be provided by the City or be purchased from the individual person's clothing allowance where deemed appropriate in writing by the Fire Chief. Requests for special items from specialty team members shall be submitted to the Quartermaster or Fire Chief for Consideration.

Section 11.4: Eyeglasses. If an employee damages his/her eyeglasses or contact lenses in the course of properly performing the employee's duties, the Employer shall replace such eyeglasses or contact lenses at reasonable cost, except that the maximum amount of money the City shall be required to pay to reimburse employees under this Section is a total of $500.00 per year for the bargaining unit as a whole.

ARTICLE XII

SECONDARY EMPLOYMENT

Section 12.1. Secondary Employment. Employees considering employment in addition to work with the City must complete the required form and receive written approval from the Fire Rescue Chief (who maintains the authority to approve, deny or rescind authorization for secondary employment for bona fide reasons) prior to beginning work to assure that the employee's secondary employment is indeed secondary to his City employment and is in full compliance with the following guidelines:

(a) the secondary employment must not be a conflict of interest with the City employment;

(b) secondary employment must be scheduled outside of work time with the City;

(c) secondary employment may not infringe upon City work time including lack of energy on the job and interruptions concerning secondary employment including telephone calls and visitors during employment hours (although unsolicited incoming calls may briefly be answered and a phone number taken);

(d) secondary employment may not require the employee to wear a City uniform or involve the use of City equipment, including office equipment;

(e) Article 21, Section 21.6 Compliance with the Laws must be referenced in regard to this article on secondary employment.

The Fire Chief shall give his written approval or disapproval within seven (7) calendar

days. If the Fire Chief denies the employee's request, the Fire Chief shall state the reasons based on the above. Failure to comply with this procedure may result in being requested to terminate secondary employment and/or result in disciplinary action.

ARTICLE XIII
EDUCATIONAL BENEFITS

Section 13.1: Posting of Available Training. Time permitting, employees assigned to in-house training shall be given reasonable advance notice of such training. When training outside of the department is scheduled for employees covered herein, said employees shall be given as much notice as reasonably possible as the City receives notice from the training facility and decides that such training would be appropriate. Notices shall be posted on the training bulletin board at each station and the training opportunity will be posted on the Fire drive for all employees to view.

Section 13.2: Request for Training. Employees shall submit a training request for all training sessions, i.e., schools, seminars and conferences, which are not a part of the regular training program administered by the Crystal Lake Fire Rescue Department, but are being offered by an outside agency.

Section 13.3: Training Approval. Training requests shall be approved based upon the needs of the Fire Rescue Department as determined by the Fire Chief. Employees not on probation shall be approved for a minimum of one (1) sponsored training session per fiscal year, based upon the career path model as established by the Fire Chief and approved by the Department Training Committee (the Department Training Committee shall consist of the Bureau Chief of Training, one Lieutenant, two firefighter/paramedics selected by the union, and one Paid on Premise firefighter). This career path model shall be posted in every fire station. Sponsored training sessions, if applicable, shall include tuition, transportation, lodging, books, and class materials. Meal reimbursement shall only be available for classes that require an approved overnight stay and will be subject to Department meal reimbursement regulations. Additional sponsored training sessions may be approved as tuition only, as approved by the Fire Chief, if outside the career path. Written notification of approved training sessions shall be signed and approved by the employee and a representative of the Fire Rescue Department. If written notification of the approved training is not signed by both parties, the training will not be

approved. The employee shall receive written notification of the approval or denial of the training request within a reasonable time period. If the requested class is approved, the employee shall receive written notification of the pending class, whether the class will be sponsored or tuition only. Notification will include the dates of the class, hours of work schedule, and Department vehicle usage (if available).

Section 13.4: Hours of Work for Training. Employees approved for sponsored training will be paid according to their normal work schedule and given time off equal to or greater than the hours in which the class is in session, including appropriate meals and rest periods. Probationary members attending a fire academy will attend the academy on a holiday if classes are in session. Time off will be given adjacent to the training session, and within the employee's appropriate FLSA cycle. When Kelly Days are scheduled within the dates of training, the Fire Rescue Department will provide the employee an additional 24 hours of time off adjacent to the training session. Any employee attending a training session who is reimbursed in whole or part by the City, or who attends in a paid status, is expected to conduct him or herself in a manner as if they were still at work. Any improper conduct will be treated as if it occurred during regular working hours. The City shall have the right to pay overtime in lieu of time off for any training session.

Section 13.5: Vehicle Use for Training. Employees assigned to training sessions (other than basic fire service and/or paramedic training) away from the Fire Rescue Department shall be provided transportation to and from the training location, if available, as determined by the Fire Chief or his designee. If no City vehicle is available, the employee shall be paid the prevailing mileage rate for use of his own vehicle. The employee will be compensated at his hourly rate only for the number of hours the class is in session, including appropriate meals and rest periods. Fuel and maintenance costs are reimbursable by the City for Department vehicles.

Section 13.6: Travel and Meeting Expense Allowances. Any employee attending any training session and being reimbursed by the City must submit paid receipts for reimbursable expenses. The City will not reimburse expenses which are not documented or which are considered by the City to be unreasonable. Employees who have been authorized to attend such training sessions shall be reimbursed for all reasonable meal costs during training upon presentation of appropriate receipts to the City.

Section 13.7: Continuing Education Requirements. Employees shall be responsible for completing their continuing education requirements for licensure as a paramedic. The Department supports the employee in obtaining continuing education requirements through the following practice: Employees assigned to attend on-site training shall not be otherwise assigned except for emergency calls. If the employee is unable to attend the training due to emergency calls, the employee will then be scheduled for training on-duty at an off-site location. Should the employee be unable to attend this training due to emergency calls, minimum staffing requirements or pre-approved benefit time, the employee will be scheduled to attend the training on the next available duty day and another firefighter/paramedic shall be called in on an overtime basis to cover the duties of the employee being sent to training. Employees will not normally be paid overtime to complete Resource Hospital mandated training, provided a training session is available while on duty. Variations/exceptions to this section may only be granted by the Fire Chief or his designee. Variations/exceptions should be presented to the Fire Chief or his designee as soon as variation/exception is discovered, in order for alternative solutions to be implemented.

Section 13.8: Educational Reimbursement. The City promotes the education of its employees to improve the efficiency and effectiveness of City services. All employee requests for tuition reimbursement shall be subject to the availability of budgeted funds. In order to be considered for tuition reimbursement, the applicant must provide evidence of an Illinois Fire Chiefs Association application for the current year (the time period for scholarship application is annually January 1 through March 15th). The employee's course or degree program requirements, including instruction time and/or coursework, shall not be pursued during work hours and is purely voluntary. The employee's hours spent attending such course or degree program requirements shall not constitute hours worked for the purpose of calculating compensation due the employee even if the courses are job related. For employees governed by a collective bargaining agreement, where sections of this directive conflict with the collective bargaining agreement, the collective bargaining agreement shall prevail.

Eligibility Requirements

1. Only regular full-time employees, who have completed their probationary period and achieved at least a "meets expectation" in their most recent performance evaluation, are

eligible to request tuition reimbursement assistance.

2. Courses must be by distance education courses or classroom attendance. An accredited educational institution shall provide the course work.
3. Employees are eligible to request tuition reimbursement for the following academic instruction: high school (not applicable to Fire Rescue or Police sworn positions), vocational, Associates degree/courses, undergraduate degree/courses and graduate degree/courses

Procedure for Evaluation of Tuition Reimbursement Requests

Employee requests for approval must be made in writing, on the "Employee Request for Approval of Tuition Reimbursement for Course or Degree Program" form. Request to pursue a degree program must be made no later than September 30th prior to the next fiscal year (May 1st). Request to pursue an individual class, not related to a degree program, must be made at least 30 days prior to the class. All training and educational activities shall be prioritized according to department needs and available and budgeted funds. The department director shall consult with the Director of Human Resources on the employee request. Prior to beginning coursework, the employee shall complete the "Voluntary Course Attendance Agreement."

The following guidelines will be examined in relation to each request for tuition reimbursement, and guide whether the employee request will be approved:

1. The immediate benefit that the course would provide to the employee, and the immediate effect that it would have on the employee's job performance. Individual non-degree courses will be approved on a case-by-case basis as to their relevance to the enhancement of the employee's current position. Degree programs must be required or directly related to the employee's current position.
2. The recommendation of the employee's department director in regard to the request for tuition reimbursement and the employees overall educational pursuits.
3. Whether or not the course for which tuition reimbursement is being requested is to be taken as part of a program leading to a college degree that is related to the employee's position and responsibilities.

4. The cost of the tuition for the course
5. The availability of budgeted funds.
6. Employee's individual work record.

Tuition Reimbursement Criteria

The following criteria shall guide the approval of reimbursement for academic instruction:

- The maximum reimbursement schedule for reimbursement shall be three thousand three hundred dollars ($3,300) per fiscal year, or less depending on budgeted available funds.
- Employees pursuing academic instruction will be eligible for reimbursement of tuition, not including books and fees.
- Only courses taken at an accredited state or private college/university will be eligible for reimbursement. Courses towards certification through continued education units (C.E.U.'s), i.e. non-credit courses, are not eligible for reimbursement. Expenses toward successfully completing a College Level Examination Program (CLEP) are eligible for reimbursement, but shall count toward the maximum reimbursement.
- Reimbursement shall be disbursed based on the following grade criteria:

Grade	Reimbursement
A	100%
B	75%
C	50%
D or less	0%

*For pass/fail classes, the City shall pay 100% for "Pass" and 0% for "Fail". If employee chooses a pass/fail option when the course may be taken for a grade, the City shall pay 50% for "Pass" and 0% for "Fail".

- The acceptance of reimbursement by the employee acknowledges that the employee has not received payment from any other financial assistance program, not including student loans. If other financial assistance is available to the employee,

the City will reimburse only the remaining eligible expense. Reimbursement above a specific annual amount established by the IRS will be included in your taxable income.

- Prior to receiving tuition reimbursement, the employee shall make a good faith effort to receive scholarship funds to offset tuition.
- Tuition reimbursement does not include mileage, fees, lodging, books and special materials such as computer related items or incidental expenses.
- Seminars, workshops and other short-term training directly related to current department needs are not covered under this tuition reimbursement directive.

Tuition Reimbursement Procedure

1. Submit to the Department Director, following the class:
   - A completed "Statement of Educational Expenses."
   - Receipts for all expenses for which reimbursement is requested; and,
   - Verification of the grade received in the course.
2. Submit to the Department Director, the executed "Agreement for Repayment of Educational Expenses," and agree to continue employment with the City for at least two (2) years following completion of the last course(s) or degree requirement, or repay per the following:

Time employed from and after last Course or Degree requirement	*Amount to be refunded to City by the employee*
Less than 12 months:	100%*
12 months to 18 months:	50%*
18 months to 24 months:	25%*

   *Employees in a degree program shall refund to the City the tuition percentage of the entire degree program from the date of program initiation to the last day of employment, not just the last class taken.
3. The Department Director shall submit this information to the Director of Human Resources for review and the City Manager for final approval.

ARTICLE XIV

REIMBURSEMENT OF TRAINING EXPENSES

Section 14.1. If an employee leaves the employment of the City during his first four (4) years of employment, except for reason of death or disability or if the employment is terminated by the City, the City may require such employee to reimburse the City for all costs and expenses of training received by the employee during his employment with the City, including the costs associated with attendance at basic fire fighter or paramedic training programs in accord with the following formula:

If leave within first year of employment	100% reimbursement
If leave within second year of employment	85% reimbursement
If leave within third year of employment	65% reimbursement
If leave within fourth year of employment	50% reimbursement

Employees hired by the City after the effective date of this Agreement will be advised of the requirements of this Article XIV, Reimbursement of Training Expenses, before they receive training which may be subject to such reimbursement.

ARTICLE XV
WAGES

Section 15.1. Wage Scale. Employees covered by this Agreement shall be paid pursuant to the wage schedules as follows:

Wage increase effective May 1, 2018 2.75% Across the Board (ATB)

Wage increase effective May 1, 2019 2.75% ATB

Wage increase effective May 1, 2020 2.75% ATB

Wage increase effective May 1, 2021 2.75% ATB

A detailed wage schedule is attached as Appendices A through D. Any wage payments for hours worked prior to the signing of this Agreement will be governed by Section 15.3.

Section 15.2. Step Placement. The attached wage schedule shall apply, in terms of years of service, to employees employed on the date this Agreement is executed.

On May 1, 2011, and on each May 1 thereafter, employees shall be paid the new rate of pay for their step position, but will not change their step placement on May 1 (unless May 1 is their actual anniversary date of hire). After May 1, 2011, employees shall be eligible to move from one step to the next, on their anniversary date of hire (based upon the employee's last date of hire in a full-time bargaining unit position), provided the employee has received a satisfactory "meets expectations" or better evaluation by the City for work performed during the prior year. Step movement shall not be automatic; step increases shall, if awarded, be contained in the employee's paycheck closest to the employee's anniversary date. Step movement may only be withheld if notice of unsatisfactory performance evaluation is provided ten (10) days prior to the employee's anniversary date. Employee(s) may receive more than one step increase or a portion thereof if determined appropriate by the City. Notice of any such action shall be given to the Union within ten (10) days.

The City's evaluation and compensation decisions applicable to employees in all Steps are subject to the grievance procedure.

The City retains the sole discretion to determine that a newly-hired employee may be compensated at a rate higher than the beginning pay rate.

Section 15.3. Retroactivity. The City agrees to apply the wage schedule to active status employees covered by this Agreement on a retroactive basis, with such wage adjustments made retroactive to May 1, 2018 on all hours compensated by the City. *Active status employee is defined as an individual who is being actively paid by the City and/or on approved FMLA.

Section 15. 4. Educational and Experience Incentive. Those bargaining unit employees who have served the Crystal Lake Fire Rescue Department for 20 or more years and hold all of the following certifications: Firefighter/Paramedics= Firefighter III, Fire Officer I, Haz Mat Incident Command and Incident Safety Officer; and Lieutenants= Fire Officer II, Fire Prevention Officer I, Haz Mat Incident Command, and Incident Safety Officer, shall be granted a $1000 payment in the 4th quarter of the calendar year. This payment will be granted in a lump sum fashion to the employee and the employee must be active at work in that 4th quarter to receive payment.

ARTICLE XVI

EMPLOYEE WELLNESS AND FITNESS

Section 16.1. Fitness Examinations. If there is any reasonable question for any reason concerning an employee's fitness for duty, or fitness to return to duty, the City may require that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected and paid for by the City. The physician will only determine fitness for duty. As budgeted and approved by City Council, the City provides annual examinations for the CBA employees.

In the event there is a dispute between the City's physician's opinion and the employee's physician as to the employee's fitness for duty, the parties' dispute shall be resolved by referring the employee to a third physician whose opinion shall be final. The third physician shall be board certified in the specialty area related to the condition in dispute and shall be agreed upon by the City and the Union.

Section 16.2. Inoculations. The Employer shall provide, at the Employer's expense, all inoculations which are required to be provided to employees covered by this Agreement by state or federal law.

ARTICLE XVII

EMPLOYEE ALCOHOL AND DRUG TESTING

Section 17.1. Statement Of Policy. It is the policy of the City of Crystal Lake that the public has the absolute right to expect persons employed by the City in its Fire Rescue Department will be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Fire Rescue Department.

Section 17.2. Prohibitions. Employees shall be prohibited from:

(a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any City premises or job sites, including City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business.

(b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place.

(c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.

Section 17.3. Drug And Alcohol Testing Permitted. Where the City has reasonable suspicion to believe that: (a) an employee is being affected by the use of alcohol; or (b) has abused prescribed drugs; or (c) has used illegal drugs; the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The foregoing shall not limit the right of the City to conduct any tests it may deem appropriate for persons seeking employment in the Fire Rescue Department prior to their date of hire, or upon promotion or reassignment to another position within the Department. In addition, any employee, involved in an accident and/or injury that results in property damage in excess of $500 or requires offsite medical attention, shall undergo drug and alcohol testing as part of the reporting and treatment processes.

Section 17.4. Order To Submit To Testing. Within forty-eight (48) hours of the time the employee is ordered to testing authorized by this Agreement, the City shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

Section 17.5. Test To Be Conducted. In conducting the testing authorized by this Agreement, the City shall:

(a) Use only a clinical laboratory or hospital facility which is NIDA certified to perform drug and/or alcohol testing, or use a licensed Breathalyzer operator who is not a member of the bargaining unit.

(b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.

(c) If a blood or urine test, collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.

(d) Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting

a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.

(e) Confirm any blood or urine sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

(f) Provide the employee tested with an opportunity to have the additional blood or urine sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense; provided the employee notifies the City within seventy-two (72) hours of receiving the results of the test.

(g) Require that the laboratory or hospital facility's medical review officer (MRO) report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the employee's interests. The MRO may conduct any follow-up investigation as the MRO deems appropriate before reporting test results to the City.

(h) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of more than .000 based upon the grams of alcohol per 100 millimeters of blood be considered positive.

(i) Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.

(j) Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 17.7. Right to Contest. If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the

grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any portion of the test and/or the discipline imposed. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

Section 17.8. Voluntary Request for Assistance. The City shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem not involving or related to criminal activity, other than the City may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

1. The employee was not under investigation for illegal drug use or abuse of alcohol, or in such a circumstance that such investigation was imminent.
2. The employee agreeing to appropriate treatment as determined by the physician(s) involved.
3. The employee discontinues his/her use of illegal drugs or abuse of alcohol.
4. The employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months.
5. The employee agrees to submit to suspicion-less testing during hours of work during the period of "aftercare".

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a Fire Rescue Department employee or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his/her option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

ARTICLE XVIII

GRIEVANCE PROCEDURE

Section 18.1. Definition. A "grievance" is defined as a complaint arising under the Agreement raised by an employee and/or the Union against the City alleging that there has been as to the grievant, or a group of employees, a violation, misinterpretation or misapplication of an express provision of this Agreement.

Section 18.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, a grievance will be processed in the following manner:

Step 1: Any employee who has a grievance, or the Union if a Union grievance, shall submit said grievance to the Chief's designee on a form mutually agreed to by the parties. The grievance shall contain a summary of the relevant facts, the Article(s) and Section(s) of this Agreement which are alleged to have been violated, and the relief requested.

All grievances must be presented in writing no later than seven (7) business days from the date of this occurrence, or within seven (7) business days after the employee or the Union if a Union grievance, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. The Chief's designee shall render the Employer's written response to the grievant within ten (10) business days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1, and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee, or the Union if a Union grievance, in writing to the Fire Chief within seven (7) business days after receipt of the City's answer under Step 1. The Fire Chief or his designee shall investigate the grievance and within fifteen (15) business days of such investigation, offer to discuss same with the grievant and a representative of the Union if requested by the grievant, or a representative of the Union if a Union grievance, at a time mutually agreeable to the parties. If no

settlement of the grievance is reached, the Fire Chief or his designee shall provide the Employer's written answer to the grievant within ten (10) business days of the above-described discussion.

Step 3: If the grievance is not settled at Step 2 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the City Manager within seven (7) business days after receipt of the City's answer to Step 2. The Manager or his designee shall investigate the grievance and, within fifteen (15) business days, offer to discuss the grievance with the grievant and a representative of the Union if requested by the grievant, or a representative of the Union if a Union grievance, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Manager or his designee shall provide a written answer to the grievant within ten (10) business days of the meeting.

Section 18.3. Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the City's written answer as provided at Step 3.

- The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) business days after notices has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois, Indiana or Wisconsin. Both the Employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the

scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

- The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Union and the City witnesses and representatives. The parties may, by mutual request, provide for an expedited arbitration.

- The City and Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.

- The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later.

- More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

- The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally by the City and the Union; provided, however, that each party shall be responsible for compensating its own witnesses.

Section 18.4. Limitations on 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 consider and decide only the questions of fact as to whether there has been a violation, misinterpretation or misapplication of the provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 3 if an employee grievance or Step 2 if a Union grievance and shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, force and effect of law. Any decision or award of the arbitrator rendered within the prescribed limitations of this Agreement shall be final and binding upon the City, the Union and the employee(s) covered by this Agreement.

Section 18.5. Self-Representation. Nothing in this Agreement prevents an employee from presenting a grievance without the intervention of the Union, provided that any settlement made shall not be inconsistent with the terms of this Agreement.

Section 18.6. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) business days after the occurrence of the event giving rise to the grievance or within seven (7) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays recognized by the City. The Union and the City have the right to delay the grievance time limit if both parties agree to discuss the issue at hand in a labor management meeting. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 18.7. Time Off. The grievant and one Union representative, or a Union representative if a Union grievance, shall be given paid time off to participate in the Step 2 and 3 grievance meeting(s) if the meeting(s) is (are) conducted on working time. If Department management seeks a meeting at Step 1 to discuss or clarify, but not investigate, the grievance, then a Union representative upon request shall be given paid time off to participate in this meeting. No other time spent on grievance matters shall be considered time worked for compensation purposes.

Section 18.8. Pertinent Information. The grievant, Union Steward, non-bargaining unit member representative and/or the Employer or its agents or representatives may request for review the production of specific documents, books or papers reasonably available and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied.

Section 18.9. Miscellaneous. No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing. No member of the bargaining unit shall have authority to discipline employees without review by higher command, except for oral reprimands.

ARTICLE XIX
NON-DISCRIMINATION

Section 19.1. Non-Discrimination. In accordance with applicable law, both the City and the Union agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, sexual orientation, national origin, political affiliation and/or beliefs, mental and/or physical disabilities and Union activities. An alleged violation of this Section may be pursued through Step 3 of the grievance procedure and no further.

Section 19.2. Union Activity. The City and Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership or non-membership in the Union.

Section 19.3. Americans With Disabilities Act. The parties agree that the City may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Americans with Disabilities Act, so long as it does not diminish or alter any current statutory benefit.

ARTICLE XX
DISCIPLINE

Section 20.1. Policy of Progressive Discipline. It is the intention of the Fire Rescue Department to develop and coach our employees to be successful, effective professionals. The Fire Rescue Department, through the office of the Fire Rescue Chief, may take, among others,

any of the following disciplinary actions against a bargaining unit member who has violated the rules and regulations of the department so long as such discipline is imposed for just cause:

a. oral reprimand;

b. written reprimand;

c. suspension without pay for a period not to exceed thirty (30) days;

d. discharge

The parties agree that any suspension without pay or discharge may be grieved beginning at Step 3 of the grievance procedure contained in this Agreement.

Section 20.2. Disciplinary Investigations. When the Employer questions or interviews an employee concerning a matter that could potentially lead to disciplinary action of that employee, the Employer shall:

- Upon request of the employee allow a Union officer or steward, if available, to be present during the interview in accordance with requirements of the decisions of the ILRB and the courts (Weingarten and Morgan).

- In addition, in the case of questioning related to an investigation of misconduct which could potentially be the basis of disciplinary action in excess of seventy-two (72) hours, any questioning shall be conducted in accordance with the standards of the Firemen's Disciplinary Act, 85 ILCS & 2501, et seq.

The foregoing procedure may be enforced through the grievance procedure but the availability of a remedy for a violation of these procedures through the grievance/arbitration procedure shall be expressly in lieu of the right to seek redress through the courts or the ILRB. Prior to taking any final disciplinary action of the degree of a suspension or greater, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him of the general reason(s) for such contemplated disciplinary action and give the employee an opportunity to relate his side of events. The employee shall be entitled to union representation at such meeting upon request.

Section 20.3. Jurisdiction of Board of Fire and Police Commissioners. The parties agree that the City of Crystal Lake Board of Fire and Police Commissioners shall have no jurisdiction over any disciplinary matters involving employees covered by this Agreement, and

by entering into this Agreement through their bargaining representatives, all employees voluntarily waive any rights they may have possessed to appeal or contest the imposition of discipline before such Board of Fire and Police Commissioners.

Section 20.4. Written Reprimand. In cases of written reprimand or corrective interview report, notation of such reprimand or report shall become a part of the employee's personnel file and a copy given to the employee.

Section 20.5. Personnel File Records Act. The City agrees to abide by the lawful requirements of the "Access to Personnel Records Act," chapter 48, Article 2001, et seq. of the Illinois Revised Statutes. Any alleged violation of this Section shall only be subject to review under the first three steps of the grievance procedure and no further.

ARTICLE XXI
MISCELLANEOUS

Section 21.1: Rules and Regulations. Employees shall be required to comply with all properly noticed reasonable rules and regulations, policies and procedures of the Fire Rescue Department assuming such are not inconsistent or in conflict with the terms of this Agreement.

New or revised rules, regulations, policies and procedures may be established from time to time. Except in an emergency, the Union will be given notice of proposed changes and a reasonable opportunity to discuss such changes with management before they are finalized. Except for emergencies all such changes will be delivered via e-mail to the union Executive Board to distribute no less than seven (7) days before they become effective and enforceable. Rules, regulations, policies and procedures shall be fairly and equitably administered and enforced, and shall be subject to the grievance procedure as provided herein.

Section 21.2: Departmental Duties. Absent exigent or emergency circumstances; the normal duties of employees shall be related to fire suppression, prevention, extinguishment and extrication, the delivery of emergency medical services, training, house duties and maintenance incidental to the operation of the Department, or upkeep of facilities, involvement in public education or other interrelationships with City residents and citizens, duties which have previously been performed by Departmental employees (except for large painting, plumbing, electrical and/or carpentry projects unless otherwise reasonably, $4,000 or less, assigned by the

Chief), and such other reasonable and bona fide duties as may be assigned from time to time by the management of the Department. The above shall be scheduled at reasonable times.

Section 21.3: No Strike/No Lockout. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speedup, sit down, stoppage of work, refusal to perform overtime, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, organized interference or picketing which in any way results in the interruption or disruption of the operations of the City, regardless of the reason for so doing. Each employee who holds the position of Union officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to urge them to return to work.

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

Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

Any employee who violates the provisions of the first paragraph of this Section 21.3 shall be subject to disciplinary action and statutory penalties.

Section 21.4: Subpoena. Employees required to appear before a court, judge, justice or coroner as a defendant or witness on behalf of the City on any matter arising out of and in the course of the bargaining unit member's performance of his duties with the Fire Rescue Department shall be released from duty without loss of pay for such appearances which occur on scheduled working days. If the appearance occurs on an off-duty day, the employee will be compensated at the applicable overtime rate of pay. The City shall provide legal representation for the affected employees.

Section 21.5: Unsafe Conditions. Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or piece of equipment which is not inherent in their customary duties, shall inform their supervisors and the Union in writing as soon as possible.

Section 21.6: Compliance With Laws. In order to maintain safe working conditions, the employer shall comply with all laws and rules and regulations having the force and effect of law which are legally applicable to its operations concerning the safety of employees covered by this Agreement. The City and the Union acknowledge that effective June 1, 2008 SB 834 (65 ILCS 10.2.1-4) applies to the City and provides inter alia that, "a person who has not qualified for regular appointment....shall not be used as a temporary or permanent substitute for classified members of a municipality's fire department.... unless mutually agreed to by the employee's certified bargaining agent." In accordance with such authority, the parties mutually agree that no POP or POC person shall be allowed to substitute for a classified member of the bargaining unit when a bargaining unit employee is on authorized leave or Kelly Day except as follows:

The foregoing variances from SB 834 shall be subject to the following additional conditions:

a. POP or POC personnel who are classified full time employees of other Fire Departments shall not be employed as substitutes by the Crystal Lake Fire Department. The City of Crystal Lake will not hire and assign as Paid on Premise Crystal Lake Firefighter/Paramedics who are full time firefighter/paramedics elsewhere.

b. It is the parties' intent that this agreement shall not interfere with the City's ability to obtain SAFER grants. Accordingly an employee hired pursuant to SAFER grant funds shall be exempt from this restriction.

c. Members of the Crystal Lake IAFF 3926 bargaining unit can continue to work as POP or POC in jurisdictions in which they reside and which serve a population of less than 5,000 persons, provided no such employee shall otherwise perform the work of a Firefighter or Firefighter/Paramedic in any rank for any other jurisdiction.

Section 21.7: Committees and Special Duties. The assignment to committees and special duties shall be made in collaboration with the existing members of committees and the establishment of new committees will be appointed by the Chief. When forming committees, the

Chief will take into account the special experience, skills and abilities of employees as applicable to the particular assignments, as well as current number of assignments per employee.

Any opening to committees or special duties shall be e-mailed to each employee and posted on the bulletin board normally two (2) weeks prior to appointment. Any employee interested in the committee or special duty shall give the Chief a written statement of their interest in the committee or special duty. The Chief shall post a notice of the employee(s) selected for the applicable committees or special duties.

Section 21.8: Direct Deposit. The City shall continue the option of direct deposit of the employee's check to two (2) accounts of the employee's choice, so long as it is offered to any City employee.

Section 21.9: Standardized Paychecks. Employees covered by this Agreement shall receive standardized paychecks. Standardized paychecks shall include the employee's base pay (the employee's annual salary divided by the number of pay periods in the year) and overtime pay, if applicable. Benefit accruals shall be listed for the employee. Any appropriate deductions from the standardized paycheck (such as deductions for suspensions without pay, tardiness, leaves without pay and the like) shall then be made. An employee's pay shall not be affected by daylight savings time.

Section 21.10 Monitoring. Monitoring of vehicle and radio location shall be permitted to allow for more efficient emergency responses.

ARTICLE XXII
PROMOTIONS

Section 22.1. General. Promotions to the ranks of Lieutenant and Battalion/Bureau Chief shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, HB 988, 50 ILCS 742 (hereinafter the "Act"). Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act. Any modification expressly agreed to shall be effective for the term of this Agreement.

Section 22.2. Vacancies. This Article applies to promotions to vacancies in the ranks of Lieutenant and Battalion/Bureau Chief. A vacancy in such position shall be deemed to occur on

the date upon which the position is vacated, and a vacancy shall occur in all ranks inferior to that rank provided that the position or positions continue to be funded and authorized by the City Council. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to three (3) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

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

Section 22.3. Eligibility. To be eligible for promotion to the rank of Battalion/Bureau Chief, Lieutenants must have completed one (1) year in the rank as a full-time Lieutenant with the City of Crystal Lake by the commencement of the promotional process and be an active status Lieutenant. To be eligible for promotion to the rank of Lieutenant, employees must have completed five (5) years in the rank as a full-time Firefighter/Paramedic with the City of Crystal Lake by the commencement of the promotional process and be an active status Firefighter/Paramedic.

Section 22.4. Rating Factors and Weights. All examinations shall be impartial and shall relate to those matters that will test the candidate's ability to discharge the duties of the rank. The placement of employees on promotional lists shall be based on a possible one hundred (100) points achieved by the employee on promotional examinations consisting of the following seven (7) components weighted as specified:

1.	Seniority	10 pts.
2.	Ascertained Merit	15 pts.
3.	Chief's Points	10 pts.
4.	Peer Review	5 pts.
5.	Oral Interview	5 pts.

6. Tactical Simulation and/or Assessment Center 15 pts.

7. Written Examination 40 pts.

Section 22.5. Scoring of the Components. The score for each element of the promotional process shall be posted for public viewing.

Each component of the process shall be posted individually prior to the accumulated component totals being posted. The components of the test will be scored and posted in order below with each component score posted prior to the next component.

Section 22.6 Test Components.

1. **Seniority Points.** Candidates for promotion shall be awarded .50 points for each year of service up to a maximum of ten (10) points for twenty (20) years of service to the Crystal Lake Fire Rescue Department.

2. **Ascertained Merit.** Candidates shall receive a maximum of fifteen (15) points for degrees or certifications as follows:

OSFM Fire Officer I or Company Fire Officer Certification for Lieutenant - 5 points

OSFM Fire Officer II or Advanced Fire Officer Certification for Battalion/Bureau Chief- 5 points

- (Special note: Completion of the respective certification would be required within one year of promotion).
- "Provisional" Certification may become invalid during this contract. If the OSFM has eliminated the "Provisional" certification before the next announcement of a promotional exam, the "Provisional" certification will be considered invalid.

Degree: Associates- Fire Service Related- 4 points, not Fire Service Related –2 points
Degree: Bachelors- Fire Service Related- 8 points, not Fire Service Related –4 points
OSFM Operations Certifications: Rope or Trench or Collapse or Confined Space or Water –1 point (each)
OSFM Command Certifications: Hazardous Materials

Fireground Company Officer or Fireground Command Officer – 1 point (each),

Command and General Staff- 2 points

3. **Chief's Points.** Candidates shall be evaluated by the Chief and Deputy Chief. The Chief and Deputy Chief shall collectively assess each candidate pursuant to a rating form published prior to the commencement of the promotional process. The rating shall be based on a ten (10) point scale and shall reflect a consensus of the Chief and Deputy Chief. The Chief and Deputy Chief shall always conduct, complete and post for viewing their scores prior to the administration of the written test and tactical simulation and/or assessment center. In compiling their rating, the Chief and Deputy Chief may consider, but consideration is not limited to: performance evaluations, training records, disciplinary records, special recognitions, recent achievements and/or accomplishments.

4. **Peer Review.** This component shall be awarded through a mutually agreed upon review system between the City and the Union.

5. **Oral Interview.** This component shall be conducted by the Board of Fire and Police Commissioners or they may designate a bona fide testing agency to conduct and score this component. The Board of Fire and Police Commissioners shall post these scores at the completion of this component.

6. **Tactical Simulation and/or Assessment Center.**

Tactical Simulation: This tactical simulation will be administered by a bona fide testing agency selected by the Board of Fire and Police Commissioners. This simulation will assess fire suppression skills and rescue tactics.

Assessment Center: The Board of Fire and Police Commissioners may utilize an assessment center. If an assessment center is utilized, candidates shall be tested as to administrative and supervisory skills as well as fire operations and rescue tactics. The assessment may include, but may not be limited to, the following categories:

Leadership Skills and Ability

Management Control

Problem Analysis/Solving

Handling Priorities and Sensitive Situations

Managing Conflict

Judgment and Decision Making

Team Relations

Customer Service Skills

Written Communication

Oral Communication

Interpersonal Communications

The City's Director of Human Resources will grade the written exercise portion of the assessment center. A minimum score of 70% on the tactical /assessment phase is required to advance to the written test. Candidates who fail to obtain a minimum 70% score on this portion will be eliminated from the promotional process. (Note: The scoring of the Assessment Center is not curved and reflects the actual score achieved.) In the event that no candidate obtains a 70% or greater, the pass/fail line will be established by the mean score of all candidates with those at or above the mean eligible to advance to the written exam.

Assessment Center Assessors shall be selected in accordance with the Fire Department Promotions Act, as amended, unless otherwise selected from a list jointly developed by the Chief and the Union a minimum of forty-five (45) days prior to the commencement of the testing process.

7. **Written Examinations.** All scores from the previous components must be posted seven (7) days prior to the administration of the written exam. The written exam shall consist of questions deemed to be job-related to the City of Crystal Lake Fire Rescue Department. The test may be obtained and administered from a bona fide testing agency. Candidates shall be given access to study materials for a period of at least ninety (90) days prior to the date of the examination. One (1) set of study materials will be available in each City of Crystal Lake Fire Station. These materials shall not be removed from the fire stations. The tests shall be sealed when delivered and shall remain sealed until opened in front of the candidates on the day of the exam. The exam scores are to be

posted within ten (10) working days or in the case of an outside testing agency, as soon as they are available. The Board of Fire and Police Commissioners may score the test themselves or have them scored by a bona fide testing agency. A minimum score of 70% is required to pass the written test and be eligible for placement on the promotional list. (Note: The scoring of the Written Exam is not curved and reflects the actual score achieved).

Section 22.7. Military Preference Points. A candidate may file for preference points with the Board of Fire and Police Commissioners after the initial list is posted. Military preference points may be applied at the rate of seven tenths of one percent (0.7%) for six months of active military service or fraction thereof, to a maximum of thirty (30) months. The candidate must submit a request in writing to the Board of Fire and Police Commissioners requesting military points and this request must include proof that they are entitled to those points. A candidate must have received an honorable discharge from his/her military service to apply to for military preference credit. After the candidates have had ten (10) days to file for military preference points, the Board of Fire and Police Commissioners will compose and post a final eligibility list in order of finish which shall be valid for three (3) years.

Section 22.8. Right to Review. Any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on the promotion list, or veteran's preference shall be entitled to a review of the matter by the Board of Fire and Police Commissioners. A grievance may be filed under the grievance/arbitration procedure of this Agreement subject to the following conditions:

1. The grievance shall be limited to disputes relating to a claim that the City failed to follow the requirements of this Article in administering the test;

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

Section 22.9. Order of Selection. All eligible candidates shall be placed on an eligibility roster in the rank order of their total score, including military preference points. Whenever a

promotional rank is created or becomes vacant, the Board of Fire and Police Commissioners shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the Board of Fire and Police Commissioners shall have the right to pass over that person and appoint the next highest ranked person on the list if the Board of Fire and Police Commissioners has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the Board of Fire and Police Commissioners shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure of this Agreement or as otherwise provided by law.

Section 22.10. Maintenance of Promotional List. Final eligibility list shall be effective for a period of three (3) years. The City shall take all necessary steps to ensure that the Board of Fire and Police Commissioners maintain in effect current eligibility lists so that promotional vacancies are filled no later than thirty (30) days after the occurrence of the vacancy.

ARTICLE XXIII
UNION SOLICITATION

The City acknowledges and recognizes the rights of its employees and the Union to exercise their First Amendment rights to free speech. The Union acknowledges and recognizes the City's proprietary rights to its name and property. Accordingly, except as expressly authorized by the City, the Union agrees that (1) none of its officers, agents or bargaining unit members will solicit any person or entity for contributions or donations on behalf of the City, including the City's Fire Rescue Department; (2) the City's name, shield or insignia, communication system, supplies and materials will not be used for solicitation purposes; and (3) solicitation by bargaining unit employees may not be done in uniform or on work time or in work areas. Neither the Union nor its agents or representatives may use the words "City of Crystal Lake" or "City of Crystal Lake Fire Department" or "City of Crystal Lake Fire Rescue

Department" in its name. Bargaining unit employees shall have the right to explain to the public, if necessary, that they are members of the Crystal Lake Professional Fire Firefighters Association. The parties agree that the foregoing restrictions shall be enforceable as to the Union to the extent that such restrictions are expressly enforced as to other organizations with whom the City has contracted.

ARTICLE XXIV
SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the City and the Union agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXV
ENTIRE AGREEMENT

A. This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term as to any condition of employment covered by the provisions of this Agreement, and both parties waive their right to bargain for the term of this Agreement as to such conditions of employment. As to such conditions of employment, this Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

B. As to any conditions of employment which constitute a mandatory subject of bargaining or a permissive subject of bargaining over which the Union has effects bargaining rights under the Illinois Public Labor Relations Act (IPLRA) and which are not covered by a provision of this Agreement, the Union shall retain its right to bargain during the term of this Agreement as provided by the IPLRA in the event the City wishes to make any change in such conditions of employment. If the City desires to make such a change during the term of this Agreement, it shall first provide the Union with written notice of the proposed change and specify whether it believes such change to involve a mandatory or permissive subject of bargaining. The Union's

bargaining rights shall be implemented according to the following procedure as to proposed changes that involve a mandatory subject of bargaining:

1. If the Union wishes to exercise its bargaining rights as to the decision and/or effects of the proposed change, it must notify the Employer in writing within seven (7) days of its receipt of the City's notice. Bargaining as to both the decision and its effects shall commence within seven (7) days of the Union's notice to the City or at such other times as may be mutually agreed by the parties. Such bargaining shall continue for a period of thirty (30) calendar days from the date of the Union's notice to the City or longer if mutually agreed or for a shorter period if an agreement or an impasse is reached in a lesser period of time.

2. If the parties reach impasse regarding a proposed change, either party may invoke interest arbitration to resolve the dispute. In such event, the hearing shall be conducted in accordance with the procedures of Section 14 of the IPLRA except that the Mediator and the tripartite panel shall be waived and the impartial arbitrator shall be selected in accordance with the procedures of Article XVIII, Section 18.3 of this Agreement.

C. As to any action not covered by a provision of this Agreement which is not a mandatory subject of bargaining, but over which the City is obligated to bargain as to the effects of its decision under the IPLRA, the Union shall retain its right to effects bargaining and such effects bargaining rights shall be implemented according to the procedure stated above except that:

1.The City's duty to bargain shall extend only to the effects of its decision.

2.The City's decision may be implemented immediately and only the effects of this implemented decision may be subject to further bargaining and/or to a decision by any interest arbitration panel that may be convened in connection with the negotiations of a successor Agreement. If such interest arbitration panel deems it appropriate it may prospectively alter or remedy the effects of the implemented decision (i.e., from and after the effective date of this Agreement or the start of any subsequent fiscal year, as applicable, upon the negotiation of any successor Agreement).

3.If the City inadvertently fails to notify the Union of a change that gives rise to effects bargaining rights, the Union's obligation to request bargaining under the time frames established in paragraph B1 of this Article does not begin until the Union is notified of the change or until the Union, through the use of reasonable diligence, could have obtained knowledge of the change.

D. In the event of a dispute between the City and Union as to whether an item is a mandatory or permissive subject of bargaining, the parties shall submit that disputed issue for determination by a Declaratory Ruling pursuant to the rules of the Illinois Labor Relations Board (Section 1200.140). The parties agree to be preliminary bound by the Declaratory Ruling for purposes of determining mid-term bargaining obligations as set forth in this Article, but such ruling shall not be binding on the parties or on an interest arbitration panel in connection with the negotiations or arbitration of a Successor Agreement.

ARTICLE XXVI
TERMINATION

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in full force and effect until April 30,2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than ninety (90) days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that agreement on the terms of the successor agreement is not reached prior to the expiration date of this Agreement, the parties' respective rights shall be as set forth in the Illinois Public Labor Relations Act.

Executed this 8th day of May, 2019.

CRYSTAL LAKE PROFESSIONAL FIREFIGHTERS ASSOCIATION Local 3926:

CITY OF CRYSTAL LAKE:

APPENDIX A

FFPM WAGE SCHEDULE
May 1, 2018-April 30, 2019

Step	Annual Wages/Hourly Wages
Start	$66,367.67/$25.2533
Step 1	$70,035.65/$26.6490
Step 2	$73,512.59/$27.9720
Step 3	$77,600.86/$29.5276
Step 4	$81,841.99/$31.1414
Step 5	$86,770.84/$33.0168
Step 6	$91,928.96/$34.9795
Step 7	$97,927.64/$37.2620

LT. WAGE SCHEDULE
May 1, 2018-April 30, 2019

Step	Annual Wages/Hourly Wages
Step 1	$102,824.03/$39.1252
Step 2	$104,880.50/$39.9077
Step 3	$108,027.27/$41.1050
Step 4	$112,347.99/$42.7491

Note: Based on the City's payroll system (which has to round biweekly pay hours to within two decimal places) the above is based on annual hours of 2628.08

APPENDIX B

FFPM WAGE SCHEDULE
May 1, 2019-April 30, 2020

Step	Annual Wages/Hourly Wages
Start	$68,192.78/$25.9478
Step 1	$71,961.63/$27.3818
Step 2	$75,534.19/$28.7412
Step 3	$79,734.89/$30.3396
Step 4	$84,092.65/$31.9977
Step 5	$89,157.04/$33.9248
Step 6	$94,457.00/$35.9414
Step 7	$100,620.65/$38.2868

LT. WAGE SCHEDULE
May 1, 2019-April 30, 2020

Step	Annual Wages/Hourly Wages
Step 1	$105,651.69/$40.2011
Step 2	$107,764.71/$41.0051
Step 3	$110,998.02/$42.2354
Step 4	$115,437.56/$43.9247

Note: Based on the City's payroll system (which has to round biweekly pay hours to within two decimal places) the above is based on annual hours of 2628.08

APPENDIX C

FFPM WAGE SCHEDULE
May 1, 2020-April 30, 2021

Step	Annual Wages/Hourly Wages
Start	$70,068.08/$26.6613
Step 1	$73,940.58/$28.1348
Step 2	$77,611.38/$29.5316
Step 3	$81,927.60/$31.1739
Step 4	$86,405.19/$32.8777
Step 5	$91,608.85/$34.8577
Step 6	$97,054.57/$36.9298
Step 7	$103,387.72/$39.3396

LT. WAGE SCHEDULE
May 1, 2020-April 30, 2021

Step	Annual Wages/Hourly Wages
Step 1	$108,557.11/$41.3066
Step 2	$110,728.24/$42.1328
Step 3	$114,050.46/$43.3969
Step 4	$118,612.09/$45.1326

Note: Based on the City's payroll system (which has to round biweekly pay hours to within two decimal places) the above is based on annual hours of 2628.08

APPENDIX D

FFPM WAGE SCHEDULE
May 1, 2021-April 30, 2022

Step	Annual Wages/Hourly Wages
Start	$71,994.95/$27.3945
Step 1	$75,973.94/$28.9085
Step 2	$79,745.69/$30.3437
Step 3	$84,180.61/$32.0312
Step 4	$88,781.34/$33.7818
Step 5	$94,128.10/$35.8163
Step 6	$99,723.57/$37.9454
Step 7	$106,230.88/$40.4215

LT. WAGE SCHEDULE
May 1, 2021-April 30, 2022

Step	Annual Wages/Hourly Wages
Step 1	$111,542.43/$42.4426
Step 2	$113,773.27/$43.2914
Step 3	$117,186.85/$44.5903
Step 4	$121,873.93/$46.3738

Note: Based on the City's payroll system (which has to round biweekly pay hours to within two decimal places) the above is based on annual hours of 2628.08