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Interest Arbitration

In the matter of Interest Arbitration	)	
	)	ISLRB Case #
between	)	S-MA-92-166
	)	FMCS Case #]
City of Danville, Illinois	)	92-14725
	)	
and	)	
	)	
IAFF, Local 429	)	

Before: Robert W. McAllister, Neutral Chair
Glen Eicher, Employer
Cody Comrie, Union

Place: Danville, Illinois

Date: July 29, 1992

AWARD

Pursuant to the stipulations of the parties attached hereto, the Panel so awards:

Attachments:

1) Joint Exhibit # 1 - Current Collective Barganing Agreement, amended by,

2) Joint Exhibit # 2 setting forth the Agreements of the parties regarding changes and amendments to Joint Exhibit # 1 for the successor collective barganing agreement for the period May 1, 1992 through and including April 30, 1994.

3) Joint Exhibit # 3 Ground Rules and Stipulations of the Parties

Stipulated Deletion: Section 10.6 of Joint Exhibit # 1 is deleted on its entirety and is not carried forward in the successor agreement.

The Panel unanimously adopts the foregoing Award, Attachments, and Stipulated Deletion and attests their agreement this 29th. day July, 1992.

Robert W. McAllister, Chairman and neutral member

Glen Eicher, Employer member

Cody Comrie, Union member

Joint Exhibit 1

AN AGREEMENT

Dated as of May 1, 1990

BY AND BETWEEN

CITY OF DANVILLE, ILLINOIS

AND

LOCAL 429 OF THE INTERNATIONAL ASSOCIATION OF

FIRE FIGHTERS, AFL-CIO,

DANVILLE, ILLINOIS

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AGREEMENT

THIS AGREEMENT is made and entered into as of May 1, 1990, by and between the City of Danville, Illinois (the "City"), and Local 429 of the International Association of Fire Fighters, AFL-CIO, Danville, Illinois (the "Union").

WITNESSETH:

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

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

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

ARTICLE I
In General

Section 1.1. General Definitions. Unless the context clearly requires otherwise, certain words, terms and phrases used in this Agreement shall have the meanings given them from place to place herein, including as defined above.

Section 1.2. Certain Words Used Herein. The words "hereof", "herein", "hereunder", "hereto", and other word of similar import refer to this Agreement as a whole and not solely to the particular portion thereof in which any such word is used. The defined terms used herein include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

Section 1.3. References to Articles, Etc. References to articles, sections, subsections, paragraphs and other subdivision of this Agreement are to the designated articles, sections, subsections, paragraphs and other subdivisions of this Agreement as originally executed.

Section 1.4. Headings. The headings of this Agreement, and Table of Contents, are for convenience only and shall not define or limit the provisions hereof.

ARTICLE II
Recognition

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining over wages, hours and certain other conditions of employment. The bargaining unit shall consist of all uniformed positions within the Danville Fire Department, including Firefighters and Lieutenants, but excluding the Fire Chief, Assistant Fire Chiefs, Captains, mechanics and clerical personnel. The benefits of any and all decisions reached as a result of this Agreement shall apply equally to all employees in such bargaining unit (the "employees"). The provisions of this Agreement are effective only to the extent permitted by law.

ARTICLE III
Union Security, Checkoff and Fair Share Fees

Section 3.1. Checkoff. Upon the filing with the City of a written request for such deduction in the form set forth in Appendix A, signed by the employee, the City will deduct uniform monthly dues from the wages of each such employee and remit such amount deducted to the appropriate officer of the Union monthly.

Section 3.2. Notice and Remittance of Dues. The Union shall notify the City in writing of the amount of the uniform dues to be deducted annually. Deductions shall be made on the first payday of each month and shall be remitted, together with an itemized statement, to the Treasurer of the Union by the fifteenth (15th) day of the month following the month in which the deduction is made. All vacation pay will have uniform monthly dues withheld from any such check issued on the applicable payday.

Section 3.3. Fair Share Fees. Employees covered by this Agreement who are not members of the Union or do not make application for membership within thirty (30) days of attaining a rank position included in the bargaining unit, shall be required to pay, in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment. Should any employee covered by this Agreement be unable to pay such fair share fee based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member, such amount as is equal to the fair share fee shall be deducted from such employee's check and paid to a charitable organization mutually agreed upon by the Union and such employee. Such fair share fee shall not exceed the amount of uniform monthly dues required of members of the Union, and shall be deducted and forwarded to the Union on the same basis of intervals as dues as so provided in Section 3.2 hereof. The Union hereby agrees to comply with all

applicable laws governing the rights of employees required to pay any fair share fee. Any disputes or complaints concerning the deduction of any fair share fee or the amount thereof shall be administered through the procedures established therefor by the Illinois State Labor Relations Board.

Section 3.4. No Discrimination. There shall be no discrimination or intimidation against any employee by the Union or the City because of any employee's membership or lack of membership in the Union or by virtue of any employee's holding office or not holding office in the Union. The provisions of this Agreement shall be applied to all employees without discrimination.

Section 3.5. Indemnification. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the city for the purpose of complying with any provision of this Article.

ARTICLE IV
Management Rights

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

ARTICLE V
No Strikes - No Lockouts

Section 5.1. No Strike. The Union, its officers and agents and the employees covered by this Agreement, agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other interruption of any Fire Department operations. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 5.2. No Lockout. The City will not lock out any employees during the term of this Agreement as result of a labor dispute with the Union.

ARTICLE VI
Grievance Procedure

Section 6.1. Definition. A grievance is a dispute or difference of opinion raised by a member covered by this Agreement against the City, involving as to him/her the meaning, interpretation, or application of the provisions of this Agreement. The Union may file grievances when the dispute affects the Union's rights, the collective bargaining relationship, or where an individual member's failure to file a grievance adversely and directly affects the wages, hours, and terms and conditions of employment of other members.

Section 6.2. Procedure.

Step 1: Any employee or employees covered by this Agreement who has or have a grievance shall submit it to the Shift Commander or other person who is designated for the purpose by the City; provided that said grievance is discussed with the Shift Commander, shall set forth in writing all relevant facts and dates, the provisions of this Agreement allegedly violated, and the requested remedy, and it shall be signed and dated by both the aggrieved employee or employees and the appropriate Union Representative on such form as may be mutually agreed upon by the parties. The Shift Commander or designated representative of the City shall give his/her written answer within three (3) business days after such discussion.

Step 2: If the grievance is not settled in Step 1 and the employee or employees desire to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing,

on the same form submitted at Step 1, to the Fire Chief within five (5) business days after the Shift Commander's or designated representative's answer in Step 1, and it shall be signed and dated by both the employee or employees and Union Representative, The Fire Chief, or his/her representative, shall discuss the grievance within five (5) business days with no more than two (2) Union Representatives at a time mutually agreeable to both parties. The Fire Chief, or his/her representative, shall respond in writing to the union within five (5) business days following their meeting.

Step 3: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Mayor, or his/her representative, on the same form submitted in Step 1 and Step 2, within five (5) business days after the City's answer in Step 2, and it shall be signed and dated by the Union Representative. A meeting between the Mayor, and/or his/her representative, and no more than two (2) Union Representatives shall be held at a time mutually agreeable to the parties within five (5) business days after receipt of the grievance by the Mayor or his/her designated representative. The Mayor or his/her representative shall give the City's written answer to the Union within ten (10) business days following the meeting.

Section 6.3. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 3. The parties by mutual agreement in writing may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation service to submit a panel of five (5) arbitrators from the State of Illinois. Either party may reject one (1) entire panel. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name. The other party shall then strike the second name, with the party requesting arbitration to strike the third name and the other party to strike the fourth name. The remaining person shall be

the arbitrator. The arbitrator shall be notified of such selection by a joint letter from the City and the Union requesting that he/she set a date and time for the hearing, subject to the availability of the City and Union representatives. All arbitration hearings shall be held in Danville, Illinois.

Section 6.4. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a finding with respect to the specific issue or issues submitted to him/her in writing by the City and the Union, and shall have no authority to make a finding on any other issue not so submitted to him/her. The arbitrator shall be without power to make a finding contrary to or shall be without power to make a finding contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. It is the intent of the parties that the arbitrator submit in writing his/her finding within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties otherwise agree to an extension thereof. The finding shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 6.5. Fees and Expenses of Arbitration. The fees and expenses of the arbitrator, if any, and the cost of a written transcript for the arbitrator, if any, shall be borne equally by the City and Union. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

Section 6.6. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within five (5) business days after the occurrence of the event giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written Agreement of the City and Union representatives involved in each

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

Section 6.7. Right of Employee to Present Grievance Without Union. Nothing in this Article prevents an employee covered by this Agreement from presenting a grievance to the City and having the grievance heard and settled without the intervention of the Union, provided that the Union is afforded the opportunity for not more than two (2) Union Representatives to be present at such conference and that any settlement made shall not be inconsistent with the terms of this Agreement. There shall be no intimidation by the City or the Union with respect to the right of any employee covered by this Agreement to present a grievance to the City pursuant to this Article.

Section 6.8. Union Representatives. The Union shall select not more than three (3) employees covered by this Agreement, one from each shift, to act as representatives of the Union for the purpose of attending such grievance meetings as are scheduled in accordance with Step 2 and Step 3 of the grievance Procedure established by this Article. Any of these three (3) representatives of the Union, along with the President of the Union or his/her designee, shall be deemed and considered Union Representatives for the purposes of this Agreement. The Union, prior to January 1 of each year, shall certify to the City in writing the names of all such Union Representatives for such calendar year.

Section 6.9. Exclusivity of Grievance Procedure. The procedure set forth in this Article shall be the sole and exclusive procedure for resolving any grievance or dispute in Section 6.1 which was or could have been raised by an employee covered by this Agreement. It is expressly acknowledged and understood, however, that any and all disciplinary actions and any and all appeals of discharges or termination of probationary employees shall be subject to the exclusive jurisdiction of the Board of Fire and Police Commissioners of the City of Danville pursuant to the provisions and procedures therefor, including judicial review of final administrative decisions, as contained in Division 2.1, entitled "Board of Fire and Police Commissioners", of the Illinois Municipal Code, as amended (Ill. Rev. Stats., Ch. 24, Sec. 10-2.1-17), and shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE VII
Seniority

Section 7.1. Definition of Seniority. For the purpose of this Agreement, seniority is defined as the employee's length of cumulative active service with the City of Danville

Fire Department since his/her last date of hire, except as hereinafter provided. Seniority shall accumulate during periods of illness and injury. If more than one employee is hired on the same day, then with regard to seniority as between such employees, it shall be determined by referring to the composite scores recorded on the test taken by the appointed employee in applying for service with the Fire Department. The employee who ranked the highest on the list for appointment to the Fire Department shall have seniority over other appointees ranking behind such employee according to their respective test scores.

Section 7.2. Probation and Probationary Periods. All new employees shall be considered as probationary employees and must successfully complete a probationary period of twelve (12) months before attaining permanent employee status. Such probationary period represents a total cumulative service time which may be adjusted upward by the City so as to properly take into account any authorized leaves of absence or other approved breaks in service which exceed seven (7) scheduled working days. Extensions to the probationary period may also be made by the mutual agreement of the City and the Union. With respect to layoffs and reinstatement pursuant to Section 7.7 of this Article and to any voluntary or mandatory call-back to duty pursuant to Section 7.8 of this Article, there shall be no seniority among probationary employees, who shall be laid off first before any permanent employees in reverse order of such probationary employee's last date of hire and who shall not be eligible for any voluntary call-back or, except as the Fire Chief, or his/her designee, may, in his/her sole discretion, decide, subject to any mandatory call-back to duty.

Section 7.3. Scheduling of Vacations. The parties hereto agree that vacations for each vacation year (May 1 - April 30) shall be drawn by employees on the basis of seniority, by shift. The granting and taking of vacation days will not be denied due to manpower unless:

(i) catastrophic conditions are declared by the Mayor and/or the Fire Chief;

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

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

Section 7.4. Seniority List. The City shall establish and maintain a current seniority list of Fire Department personnel, which shall be posted. The Union shall receive a copy of such seniority list. Any objections to such list as posted shall be reported to the Fire Chief, or his/her designee, within ten (10) days of the date of such posting, or said list shall stand approved as posted. Nothing contained in this Section shall be deemed to preclude any correction to the

current seniority list at any time, but the City shall be held harmless for any reliance upon such seniority list from and after ten (10) days of the date of such posting until such correction is made.

Section 7.5. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

(i) resigns, quits, or dies;
(ii) is discharged for just cause;
(iii) retires;
(iv) is absent for three (3) consecutive workdays without notifying the Chief or Shift Commander;
(v) is on layoff for a period of one (1) year or more, but any seniority earned to the date of such layoff will be considered frozen;
(vi) is laid off and fails to report to work within seventy-two (72) hours after being called; or after the City has undertaken reasonable efforts to reach such employee, provided, however, that in the event the employee notifies the Fire Chief, or his/her designee, before the expiration of seventy-two (72) hours, the Fire Chief, or his/her designee, may grant an extension of the time to report if the employee has a justifiable reason for such delay; or
(vii) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence, provided, however, that in the event of emergencies or other extraordinary circumstances, such time limitation may be extended by the Fire Chief, or his/her designee.

Section 7.6. Application of Seniority. Except for selection of vacation periods and instances of a call-back to duty, seniority will apply on a department-wide basis, not on a station-by-station or shift-by-shift basis. Seniority shall not apply to station or duty assignments but shall apply to such housekeeping duties as kitchen duties, the poles, preparation of coffee, removal of trash and any other assigned duties. Any additions to this list shall be mutually agreed to by the parties and shall become a part of this Section.

Section 7.7. Layoffs and Reinstatement. Layoffs shall be in reverse order of seniority, and employees so laid-off shall have a right to reinstatement in reverse order of layoff, all in accordance with the provisions and procedures therefor as contained in Division 2.1, entitled "Board of Fire and Police Commissioners", of the Illinois Municipal Code, as amended (Ill. Rev. Stats., Ch. 24, Sec. 10-2.1-18). The right to be notified in the event of any reinstatement of positions and the prior right to such position under the procedures set forth in said Division 2.1 shall not be affected by the length of time of any

such layoff, provided the employee is otherwise qualified and makes application for such reinstated position in accordance with the procedures specified in said Division 2.1. Nothing in this Section is intended to be in conflict with the procedures for layoff and reinstatement as so provided for in the said Division 2.1.

Section 7.8. Seniority Shall Apply to Call-back.

(a) Voluntary Call-back. Seniority shall apply to any voluntary call-back to duty, provided, however, that any and all instances of a call-back to duty shall be subject to the sole discretion of the City. All instances of a voluntary call-back to duty shall be offered by the Union first to the most senior employee and then down the list to the least senior employee, beginning with the shift that most recently completed its duty day. The list will continue on to the next instance of any voluntary call-back to duty with the next most senior employee on the list.

(b) Mandatory Call-back for Manning. All instances of a mandatory call-back to duty for the purpose of manning shall be from the least senior employee up the list to the most senior employee, beginning with the shift that most recently completed its duty day. The list will then continue on for the next call-back. Separate lists will be maintained by the City for Firefighters and Lieutenants subject to such mandatory call-back.

(c) Mandatory Call-back for Fire Emergency. All instances of a mandatory call-back to duty for the purpose of a fire emergency shall be from the least senior employee up to the most senior employee in every such instance when any such call-back is required by the City. Separate lists will be maintained by the City for Firefighters and Lieutenants subject to such mandatory call-back.

ARTICLE VIII
Hours of Employment

Section 8.1. Application. This Article is intended to define the normal duty hours of work and to provide the basis for the calculation and the payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Section 8.2. Normal Duty Hours. The normal duty hours will not exceed an accumulated average of fifty-six (56) hours per week when averaged over a three (3) week period, and shall consist of a schedule of twenty-four (24) consecutive hours on duty immediately followed by forty-eight (48) hours off duty.

Section 8.3. Shifts. Normal shift time shall start between 7:30 a.m. and 8:00 a.m. Duty time for training, inspections, hose washing, and housekeeping, will normally end by 4:30 p.m on Mondays through Fridays inclusively 12:00 noon on Saturdays, and after truck and station duties are otherwise completed on Sundays. It is expressly recognized, however, that situations may arise when these activities cannot be rescheduled and that these activities may extend beyond such times as specified in this Section in order to ensure the efficient operation of the Fire Department, but both parties shall make every effort to avoid such occurrences.

Section 8.4. Lunch Period. The normal lunch period shall be from 11:00 a.m. to 12:00 noon, unless such time interferes with ongoing activities, in which event an alternate lunch period shall be designated.

Section 8.5. Emergency Call-Back.

(a) Emergency Call-Back Overtime Pay. In the event an employee is called back for emergency fire duty or fire watch, he/she shall be paid overtime at the rate of one and one-half (1-1/2) times such employee's regular hourly rate of pay for all hours worked with a minimum of four (4) hours.

(b) Fire Watch Call-Back. If the Fire Chief or his/her designee determines that a fire watch is needed, and if the current personnel present for duty on the shift includes no more than thirteen (13) employees represented by the Union, not counting a Lieutenant working above rank, then at least one (1) employee (as determined by the Fire Chief or his/her designee) shall be called back for such fire watch, subject to the following rules:

(i) Employees who have previously been recalled for such fire and are still present at the fire scene when the decision is made that a fire watch is needed shall have a right of first refusal to accept the fire watch, most senior to least senior.

(ii) If no employee accepts the fire watch under (i) above, or if there has been no recall for such fire so that (i) above does not apply, then the emergency recall system will be used to force back the next Firefighter(s) on the recall list, least senior first.

During any fire watch, the City agrees to provide for the basic needs of the employee on fire watch.

Section 8.6. Other Overtime Pay. Any hours actually worked by an employee covered by this Agreement in excess of 212 hours during the twenty-eight (28) consecutive days of work

period as declared by the City under the Federal Fair Labor Standards Act shall be compensated at the rate of one and one-half (1 1/2) times such employee's regular hourly rate of pay.

Section 8.7. Trading Time. Any employee wishing to trade time with another employee on a different shift pursuant to this Section must notify his/her Shift Commander and get such Shift Commander's permission. If the amount of time to be traded interferes with the training or other efficient operation of the shift, such trading will be allowed only at the Shift Commander's discretion. Lieutenants may trade time with other Lieutenants or with Firefighters on the current eligibility list for Lieutenant. Lieutenants may only repay Firefighters on the eligibility list the time traded when such Firefighters are acting in the capacity of a Lieutenant. All Firefighters may trade time with other Firefighters in accordance with the terms stated in this Section. It is expressly understood that only one (1) employee shall be paid for any period of work, that being the employee scheduled for duty during that period of time.

Section 8.8. Vacancies.

(a) In General. When a vacancy exists in any position of Lieutenant on a shift because a Lieutenant is absent for any reason, and the City elects to make a call-back to duty of any off-duty employee, the City shall first offer such call-back to duty to an off-duty Lieutenant on the basis of seniority to fill such vacant Lieutenant's position. If no off-duty Lieutenant is willing to accept the call-back to duty, the City may fill the position of Lieutenant with either an on-duty or an off-duty Firefighter according to the procedure for a call-back to duty as provided in this Agreement.

(b) Exception for Captain During Manpower Shortage. Notwithstanding the provisions of subsection (a) of this Section 8.8, when a vacancy exists in a Captain's or Assistant Chief's position on a shift because a Captain or Assistant Chief is absent for any reason or a Captain is working above rank as an Assistant Chief, and at such time the manpower of the Fire Department is below the level of manning then on duty as provided under Section 12.12, the City shall have the right to call-back a Captain or an Assistant Chief, respectively, to fill such vacancy. If no Captain shall accept such call-back, the City shall fill the Captain's vacancy by offering it to an off-duty Lieutenant on the basis of seniority as provided in subsection (a) above. When a vacancy exists in a Captain's position and in an Assistant Chief's position on a shift because both the Captain and the Assistant Chief are absent for any reason, regardless of the manpower status of the Fire Department, the City may call back an Assistant Chief or a Captain to work as shift commander.

Section 8.9. No Pyramiding. Compensation shall not be paid more than once to the same employee for the same hours under any provision of this Article or Agreement, provided, however, that nothing in this Section shall be construed to circumvent the calculation of such overtime hours as may otherwise be required herein at least once.

ARTICLE IX
Vacations

Section 9.1. Vacation Eligibility. Vacation time may be used or taken by employees during the annual vacation period commencing on May 1 and termination on April 30 of the following year. Such vacation time shall be earned and shall be calculated as follows:

(a) Employees hired on or before June 30, 1985. All employees hired on or before June 30, 1985, shall receive vacation time in such amount as follows:

For those employees with less than twenty (20) years of service as of May 1, ten (10) working days.

For those employees with twenty (20) or more years of service as of May 1, eleven (11) working days.

(b) Employees hired on or after July 1, 1985. All employees hired on or after July 1, 1985, shall receive vacation time in such amount as follows:

For those with less than one (1) year of service as of May 1:

Two (2) working days for up to four (4) months of such service;

Four (4) working days for four (4) to eight (8) months of such service; and

Six (6) working days for eight (8) to twelve (12) months of such service.

For those employees with at least one (1) full year of service as of May 1:

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

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

Eight (8) working days after three (3) full years of such service;

Nine (9) working days after four (4) full years of such service; and

Ten (10) working days after five (5) full years of such service.

(c) Continuous service; probationary period. Service shall be measured and based upon the length of continuous service, starting with the first day of full-time employment as a uniformed member of the Fire Department. Vacation time will not be taken by any employee until after such employee completes his/her probationary period.

Section 9.2. Vacation Scheduling. The scheduling of vacation time during the annual vacation period shall be on the basis of seniority by shift. It is expressly acknowledged and understood, however, that:

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

(ii) The number of employees on vacation at any one time shall be subject to the provisions of Section 12.12(d) of this Agreement;

(iii) The employee must give his/her Assistant Chief at least 68 hours written notice before taking any scheduled vacation time;

(iv) Except as otherwise provided in Section 11.9 of this Agreement, any vacation time shall be forfeited without pay by any employee if not taken by such employee on or before April 30 of the annual vacation period.

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

(vi) Any vacation time scheduled for the day of April 30 in any year shall be considered used during the annual vacation period then ending, and any vacation time scheduled for the day of May 1 in any year shall be considered used during the annual vacation period then commencing.

(a) Vacation Selection Process by Union. This process of selection of vacation time by individual employees shall be conducted by the Union in any year in the following manner:

(1) Initial Two Rounds. Commencing with the last three (3) days in December of any year, there shall be two (2) full rounds of vacation scheduling in which the most senior employee may first select up to his/her maximum number of vacation time by days, provided that such time consists of fully consecutive working days. Such round shall then continue with the next most senior employee until all employees have had an

opportunity to so select vacation time. A second round of vacation scheduling shall then be conducted in the same manner as the first. The designee of the Union shall notify both the Fire Chief, or his/her designee, and all stations of the Fire Department when these initial two (2) rounds of vacation scheduling have been completed.

(2) Seventy-Two (72) Hour Scheduling. After the initial two rounds of vacation scheduling have been completed in accordance with paragraph (1) above and the Union has notified all stations of the Fire Department to that effect, there shall be a seventy-two (72) hour scheduling period during which the most senior employee may first select any remaining vacation time on a single day basis. Such scheduling shall then continue with the next most senior employee until all employees have had an opportunity to so select remaining vacation time on a single day basis. The union shall notify all stations of the Fire Department when this seventy-two (72) hour scheduling period is to begin.

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

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

The provision of this paragraph (3) shall apply only to days becoming available and transfers resulting from any one of the following reasons: the termination or retirement of an employee covered by this Agreement, transfer of an employee from one shift to another, promotion of an employee to a higher rank, or worker's compensation disability of an employee. In the event that an employee returns to work from a worker's compensation disability, then his/her previously selected vacation days shall be returned to such employee and any other employee who has selected remaining days shall be bumped.

(4) Master Vacation Calendar. Following the completion of the process of selection of vacation time as set forth in paragraphs (1) and (2) above, the Union shall prepare a

master vacation calendar and shall provided such master vacation calendar to the City. Any changes or amendments to such master vacation calendar pursuant to paragraph (3) above shall likewise be prepared by the Union and provided to the City.

(b) Maintenance of Master Vacation Calendar. The City, by and through its Assistant Fire Chief, shall maintain the master vacation calendar at the Number 3 station. In the event that any employee has not scheduled any of his/her eligible vacation time in accordance with the provisions of subsection (a) above, any such employee may schedule such remaining time on a single day, first-come basis by placing his/her name for any remaining available day or days on the master vacation list so maintained at the Number 3 station. Any employee so scheduling remaining vacation time through this procedure shall be responsible for notifying all other stations of the Fire Department of such scheduling. The Union and the City mutually acknowledge and agree that the master vacation list, as so prepared and maintained at the Number 3 station, shall be determinative and that any dispute or difference of opinion by any employee with respect to vacation scheduling shall be resolved with reference to such master vacation calendar.

Section 9.3. Payment of Vacation Pay. Vacation pay for all employees covered by this Agreement may be paid to any such employee requesting such pay on the payday immediately preceding his/her scheduled vacation time, provided that such employee has at least five (5) consecutive workdays scheduled of vacation time. Such employee shall receive such vacation pay only for five (5) or more consecutive workdays so scheduled as vacation time. Provided, however, this payment of vacation pay shall only be paid on a regular bi-weekly payroll and then only in the event the Fire Department Administration Office receives written notice from such employee of his/her request for such vacation pay on or before the Monday of the week the regular bi-weekly payroll is prepared.

Section 9.4. Payment Upon Termination. Any employee who is terminated from the City shall be paid for any unused vacation time at the time of such termination.

ARTICLE X
Leaves of Absence

Section 10.1. Sick Leave.

(a) In General. Accumulated sick leave may be charged for illness and non-duty injury. Use of sick leave up to a maximum of twenty-four (24) continuous hours, or the actual consecutive remaining hours of absence in a duty day, whichever amount of hours is less, may also be exercised by an employee for each occurrence of a sudden illness or accident of an acute or

life-threatening nature to such employee's spouse, child, father or mother, which requires such employee's presence. Sick leave shall be charged only for the hours the employee would have been scheduled to work on that day but for such employee's illness, non-duty injury, or required presence in the event of a sudden illness or accident of an acute or life-threatening nature as specified herein.

(b) Rate of Accumulation. Each employee covered by this Agreement shall be credited with two hundred and forty (240) hours of sick leave for each year of this Agreement, which shall be credited to such employee on May 1 of each such year. In the event of eligibility for sick leave, these hours will be used first. Any sick leave hours not used on or before the following April 30 shall be accumulated except as governed by Section 10.1 (e) below. Sick leave may be accumulated to a maximum of 1440 hours.

(c) Eligibility for Sick Leave.

(1) In order to be eligible to receive sick leave benefits as above specified, an employee returning to work must present to the Fire Chief, or his/her designee, a certificate from a reputable physician, stating that he/she personally treated said employee for the sickness or injury which kept the employee from work. The provisions of this paragraph (1) of this subsection (c) shall not apply to an employee who is absent from work for forty-eight (48) consecutive hours or scheduled work or less.

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

(d) Return to Work. No employee who has been absent on account of sickness for more than forty-eight (48) consecutive hours of scheduled work shall return to work without first submitting to the Fire Chief or his/her designee a certificate signed by a reputable physician stating that the employee is able to perform the duties of his/her employment. However, the Fire Chief may require an employee to undertake a physical examination by a reputable physician at the City's expense to determine whether he/she is fit to return to or continue work. If the

physician determines that the employee cannot perform the work as required, the employee may not continue or resume work but must, if eligible, take sick leave as provided herein. If the physician certifies that the employee is able to perform the duties of his/her employment, said certification shall constitute termination of any leave of absence for sickness or injury.

(e) Payment for Non-Use of Sick Leave. Any employee who uses seventy-two (72) hours or less of sick leave during a twelve-month period commencing on May 1, shall receive a bonus in an amount equal to thirty (30) hours of pay at the employee's regular hourly rate of pay in the next month after April 30 of each year. Any employee who is eligible to receive a bonus hereunder shall not accumulate any unused sick leave for which such bonus is payable.

Section 10.2. Personal Leave.

(a) Personal Leave Granted. Subject to the provisions of Section 12.12(d) pertaining to limitations on availability of certain leave, personal leave shall be granted to each employee who has completed his/her probationary period. Such personal leave may be used by employees in any multiple of three (3) consecutive hours, provided, however, that not more than four (4) occurrences of only three (3) consecutive hours may be used by any employee during any twelve-month period of this Agreement commencing on May 1. Except for holidays when City Hall is closed, any employee desiring to use personal leave between the hours of 8:00 a.m. and 4:30 p.m., Mondays through Fridays, inclusively, shall request such personal leave at least forty-eight (48) hours in advance. Requests of personal leave may be denied by the City as provided in Section 12.12(d) below. Requested personal leave of twenty-four (24) consecutive hours for a single duty day is subject to bumping by seniority until thirty (30) days prior to the date selected.

(b) Amount of Personal Leave. Each employee shall be allowed forty-eight (48) hours personal leave for each full year of this Agreement, except that in order to bring such personal leave hours into line with the personal leave granted as of January 1, 1990 under the previous agreement between the parties, each employee will receive, as of May 1, 1990, 16 hours of personal leave in addition to any used personal leave hours of such employee on April 30, 1990. On May 1, 1991, each employee shall be allowed forty-eight (48) hours personal leave for the twelve-month period then commencing. Any personal leave granted hereunder or carried over from the previous agreement which has not been used by the employee at the end of the contract year shall be lost.

Section 10.3. Union Release Time and Leave.

(a) Release Time for Grievance Processing and Negotiations. When notified by the Union, the Employer shall grant Union representatives release time (working time without loss of pay) for investigating and processing grievances and for contract negotiations. Not more than one hour of release time for investigating a grievance shall be allowed the Union without the consent of the Employer. Although such consent may be denied, it shall not be arbitrarily or capriciously denied. One Union representative shall be released for grievance meetings with the City. Two Union representatives per shift shall be released for contract negotiation meetings with the City. Requests to release additional Union representatives from a given shift for grievance and negotiation meetings with the City may be denied but shall not be arbitrarily or capriciously denied. Leave for grievances and negotiations shall not constitute paid Union leave as set forth below. Nothing contained in this Section shall interfere with situations requiring immediate duty-related action by any employee.

(b) Union Leave.

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

(i) at least three (3) days in advance in the case of regularly scheduled conferences, seminars and educational meetings; or

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

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

Section 10.4. Emergency Leave. Any employee may have an emergency leave of not more than three (3) hours in the event of an unexpected or unforeseen occurrence of an emergency nature which requires such employee's immediate presence. If such employee is absent for more than three (3) hours, such employee may elect to use available personal leave or may elect to obtain his/her own relief from duty by trading time with another

employee as provided herein, for the remainder of any time the employee is absent from duty during that working day in excess of three (3) hours. In the event that an employee neither uses available personal leave nor finds his/her own relief for such purpose for the remainder of any time the employee is absent from duty during that working day in excess of three (3) hours, any such excess time shall be charged as unpaid leave.

Whenever a member of the bargaining unit is on duty and is called away from the job for an illness or accident to his spouse, child or parent, he would be given up to 3 hours emergency leave. If he is unable to return to duty within the 3-hour period, he will try to call in to advise the command officer of the circumstances relating to the illness or accident. If those circumstances allow for treatment of the occurrence under paragraph 10.1(a), then he will be charged sick leave for any time away during that duty day after the first 3 hours. If those circumstances do not allow for treatment of the occurrence under paragraph 10.1 (a), then the provisions for paragraph 10.4 will control. In the event the officer is unable to call in during such initial 3-hour period, or if the circumstances are not known to the officer during such initial 3-hour period, then leave beyond the first 3 hours shall be controlled by this paragraph 10.4 until such time as the officer has provided sufficient information to determine if the occurrence meets the standards of paragraph 10.1(a).

Section 10.5. Bereavement Leave. When a death occurs in an employee's immediate family, such employee shall receive a maximum of forty-eight (48) consecutive hours of scheduled work for bereavement leave. For the purpose of this Section, an employee's immediate family shall include the spouse, son, daughter, father, mother, brother, sister, grandfather, grandmother or grandchild of such employee or such employee's spouse. In the event that any such death may occur while an employee is on duty, bereavement leave as provided in this Section may be taken by such employee for the hours remaining in that duty day, and, if such employee so elects, he/she may make use of sick leave following the expiration of the forty-eight (48) consecutive hours of scheduled work for bereavement leave for the remaining hours in the duty day when such employee would otherwise be scheduled to return to work from bereavement leave, provided that any such employee shall provide the City with notice at least twenty-four (24) hours in advance of such use of such sick leave under this Section.

Section 10.6. Kelly Day.

(a) Each employee who has earned but not taken any kelly day granted under the previous agreement between the parties shall be allowed to take such kelly day on or before December 31, 1990, subject to the provisions of Section 12.12(d) pertaining to limitations on the availability of certain leave.

All kelly days are deemed to include one (1) twenty-four (24) hour duty day, whether or not the employee has taken a full twenty-four (24) hour period for his or her kelly day. Any kelly day not taken on or before December 31, 1990 shall be lost.

(b) If the employee's request for a kelly day is denied because of manning requirements, he/she shall have the right to provide the names of up to two (2) other employees who are willing to cover such employee's shift under a trading time arrangement pursuant to Section 8.7 above. If the kelly day is so denied and neither of the employee's substitutes shall actually work such employee's shift, then the employee shall have the right to elect to take that day without pay, but not as his/her kelly day. In order to avoid abuse, the employee who elects to take such day without pay but not as his/her kelly day shall also lose the kelly day and be docked his/her day's pay on the second occurrence. Providing substitutes for Lieutenants hereunder shall be subject to the following rules:

(1) Lieutenants will be allowed to provide one (1) Lieutenant and one (1) Fire Fighter as his/her substitutes;

(2) Lieutenants may provide as a substitute only those Fire Fighters listed by agreement of the Assistant Chiefs and presented for approval to the Fire Chief and Union representatives. The Assistant Chiefs may exclude from the list those Fire Fighters who, because of inexperience or other reason, the Assistant Chiefs would not use in an above-grade position.

Section 10.7. Compensatory Time Off.

(a) Allowance of Previous Compensatory Time Off. Any compensatory time off ("comp time") earned under the previous agreement between the parties shall be taken by employees with pay at any time or from time to time, subject to the provisions of Section 12.12(d) pertaining to limitations on the availability of certain leave and further subject to the following rules:

(1) Comp time shall be taken in intervals of not less than twelve (12) nor more than twenty-four (24) hours on a shift, provided, however, that less than twelve (12) hours may be taken to exhaust any remaining comp time.

(2) Comp time shall be granted by the Fire Chief or his/her designee upon request, provided that the request may be denied because of manning requirements of the Fire Department at any time up to 8:00 a.m. of the day requested.

(3) The allowance of comp time shall not place any financial burden or additional cost on the City. The parties agree that allowance of comp time under the provisions of Section 12.12(d) shall not be deemed an additional cost to the City.

(4) If a request for comp time is denied because of manning requirements, the employee shall have the same rights as provided under Section 10.7(b) to provide substitutes.

(b) Survival of Compensatory Time Off. The provisions of this Section shall survive the expiration of this Agreement. Any employee who is terminated as provided in Section 7.5 of this Agreement shall be paid for any unused comp time as of the date of termination at the final regular hourly rate received by such employee.

ARTICLE XI
Wages and Other Benefits

Section 11.1. Base Salaries. The annual base salaries to be paid for the term of this Agreement are set forth in Appendix B attached hereto and made a part hereof.

Section 11.2. Working Out of Classification. Except as otherwise provided in this Section, temporary upgrade pay shall be paid when an employee is assigned to work at a higher rank for a period of more than six (6) consecutive hours. In that event, such temporary upgrade pay shall be paid for the total hours actually worked at the higher rank. The hourly rate of pay for temporary upgrade pay shall be the hourly rate for the higher rank, including such employee's accredited longevity, except in those instances when the hourly rate for the higher rank does not include longevity pay or is inclusive of such longevity pay. Temporary upgrade pay as provided in this Section shall not apply or be paid, however, in those instances in which an employee is temporarily assigned to a higher rank and a full complement of officers regularly assigned to fire suppression duties, (i.e. three (3) Lieutenants, a Captain and an Assistant Chief), are otherwise on duty.

Section 11.3. Longevity Pay. The City agrees to the following longevity pay which shall be added to the annual base salaries:

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

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

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

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

Section 11.4. Payday. Payday shall be every other Friday.

Section 11.5. Insurance.

(a) Group Insurance. Medical and hospitalization insurance shall be paid in full with no cost to the employee. Such insurance shall cover each employee and his/her dependents, with no reduction in current coverage for the term of this agreement, except as hereinafter provided:

(1) Maternity benefits. The City will provide maternity benefits as stated in the current insurance plan as follows:

> "the terms 'sickness' or 'illness', wherever it appears in this policy or in any Benefit Provision which forms a part of this policy, shall be deemed to include pregnancy. It is further provided that disability due to or expenses incurred as a result of pregnancy shall be payable on the same basis and subject to the same limitations as disability due to or expenses incurred as a result of any other 'sickness' or 'illness'."

(2) Plan administration. The City shall have the right to adopt, without reduction of current coverage, any one or more of the following utilization management programs: hospital preadmission and admission review; hospital continued stay review and discharge assistance; and medical and psychiatric case management. Failure or refusal of any covered person to comply with the requirements of a hospital preadmission and admission review program so adopted may result in a penalty of not more than $250.00 with respect to the hospitalization in question. Any of such programs so adopted by the City will be explained to the Union prior to implementation, and shall not be implemented unless they apply equally to all participants in the group insurance plan of the City.

(b) Right to Select Carriers. The insurance benefits provided for herein shall be provided under a group insurance policy or policies or through a self-insured plan selected by the

City. Except as otherwise provided herein, the City shall notify and consult with the Union before changing insurance carriers, self-insuring or changing policies. In connection with such consultation, the City shall provide the Union with a written summary of all proposed changes. Notwithstanding any such changes, the level of benefits as provided for herein shall remain substantially the same.

(c) Upon request by the Union, the City shall provide the Union with a complete copy of the current policy or policies or self-insured plan for such insurance benefits.

Section 11.6. Eyeglass and Watch Repair.

(a) Eyeglass Repair. If in the line of duty, eyeglasses are damaged, destroyed, or lost, the City will pay for the replacement of lenses based upon the last verifiable prescription plus a maximum of One Hundred Dollars ($100.00) for frames.

(b) Watch Repair. If in the line of duty, a member's watch is damaged or destroyed, replacement or repair will be provided to a maximum of Seventy-Five Dollars ($75.00).

(c) Reporting. All such claims for payment or reimbursement as provided in the Section shall be submitted by such employee in writing to the designated officer on the proper form supplied by the City.

Section 11.7. Clothing Allowance.

(a) The City shall pay each employee, including any such employee on terminal leave, the sum of One-Hundred Dollars ($100.00) for uniform maintenance, payable September 1 of each year, or at a later date upon completion of the probationary period, in which event such amount shall be prorated to conform with the September 1 date. Any employee whose employment with the Fire Department may be terminated for any reason other than retirement from regular service in the Fire Department shall be required to reimburse the City such amount of the uniform maintenance amount as may be determined by prorating the full amount of the uniform maintenance as provided herein in accordance with the date of such termination. Any and all prorations pursuant to this Section shall be made on a month-to-month basis, with any full month, or fraction thereof, actually worked by such employee being counted as if such employee had earned one-twelfth (1/12th) of such full amount of uniform maintenance.

In addition to the above, the City will, on May 1 of each year, credit each member with a One-Hundred Fifty Dollars ($150.00) draw account. The following items may be purchased by City voucher from this account. Uniforms shall consist of the following:

1. Uniform pants
2. Uniform shirts
3. Uniform neck ties
4. Uniform jackets
5. Uniform cap
6. Coveralls
7. Black shoes
8. Dress uniforms
9. Dress belt
10. Department approved sweater
11. Black rain coat
12. Gloves
13. Insulated jacket
14. Socks, black
15. Socks, insulated
16. Under-shirts and insulated under-garments
17. Pocket knives
18. Flash lights
19. Tee-shirts
20. Polo shirts
21. Sweat shirts

Any item so listed above which is legitimately damaged or lost in the line of duty, but not such items that are lost or damaged through an employee's lack of due care, will not be charged against this draw account, but will be repaired or replaced in kind by the City.

(b) The City shall provide to all new employees an initial issue of clothing and gear as follows:

1. Uniform pants-2
2. Uniform shirts-2
3. Uniform neck tie-1
4. Uniform jacket-1
5. Uniform cap-1
6. Coveralls-1
7. Uniform coat-1
8. Name bars-2
9. Collar emblems-2
10. Mattress cover-1
11. Blanket-1
12. Set of sheets-1
13. Pillow w/cover
14. Draw account as in 11.7 (a)
15. Tee-shirts-2
16. Polo shirts-2
17. Sweat shirts-2

(c) The uniform for weekdays between the hours of 0800 and 1630, with the exceptions of holidays, shall be the standard work uniform. Weekends, holidays, and after 1630 hours the uniform will be an option of polo shirt, tee-shirt, sweat shirt, or standard work uniform. Fire Department coveralls may be worn in the same practice as at the date of this Agreement.

The selection of the polo shirt, tee-shirt, and sweat shirt shall be made within 30 days of the signing of this contract. The selections will be mutually agreed upon by the Chief of the Department and Union representatives.

(d) Should the City change the style or color of any of the clothing items specified in Section 11.7 (a), or require new items; i.e. promotion; then the City shall provide such changed or new items to all employees who are required to wear such items.

Section 11.8. Holiday Pay. (a) In General. All non-probationary employees will receive an amount equal to sixty (60) hours of pay at the employee's regular hourly rate of pay per year as Holiday Pay, such amount to be payable on the first payroll date in the month of January. The parties agree that such Holiday Pay is paid by the City prospectively for the following holidays occurring during the calendar year commencing with the month of January in which such payment is made:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day

(b) Proration for Probationary and Terminated Employees. Probationary employees, after completing their probationary period, shall be paid such amount of Holiday Pay as may be determined by prorating the full amount of Holiday Pay as provided herein back to the date of employment. Other employees whose employment with the Fire Department may be terminated for any reason other than retirement from regular service in the Fire Department shall be required to reimburse the City such amount of Holiday Pay as may be determined by prorating the full amount of Holiday Pay as provided herein in accordance with the date of such termination. Any and all prorations pursuant to this Section shall be made on a monthly basis, with any full month or part thereof actually worked by such employee being counted as if such employee had earned one-twelfth (1/12th) of such full amount of Holiday Pay.

(c) Proration for First Year of Contract. In order to bring the Holiday Pay hereunder in line with the last payment of Holiday Pay under the previous contract between the parties, the City agrees to pay to all non-probationary employees an amount equal to twenty (20) hours of pay at the employee's regular rate of pay no later than the second payroll date after the ratification of this Agreement by the City Council The provisions of sub-paragraph (b) above shall apply to this payment.

(d) Additional Holidays. In the event that additional National or State holidays are declared during the term of this Agreement and are adopted by the City Council, such holidays shall be included hereunder from the date of such adoption, and

payment therefore at the rate of six (6) hours per non-probationary employee for each such additional holiday shall be made by the City at the next regular payroll date following the additional holiday.

Section 11.9. Injury in the Line of Duty.

(a) In General. Whenever an employee suffers any injury in the line of duty which causes such employee to be unable to perform his/her duties, such employee shall, in accordance with the terms and conditions specified in "An Act to provide for the continuation of compensation for law enforcement officers, correctional officers and firemen who suffer disabling injury in the line of duty" of the State of Illinois, (Ill. Rev. Stat., ch. 70, sec. 91), be paid by the City during the time that such employee is unable to perform his/her duties due to the result of the injury but not longer than one (1) year in relation to the same injury. During the period when any such employee is so unable to perform his/her duties due to the result of the injury under this Section, and is so paid by the City during such period not longer than one (1) year, there shall be no deduction from such employee's sick leave accumulation, earned vacation time, or compensatory time, if any, and additional sick leave shall be accumulated and additional vacation time shall be earned by any employee during the period of any such absence that is no longer than one (1) year. In the event that any scheduled vacation time cannot be used as scheduled during the annual vacation period by an employee who suffers injury in the line of duty under this Section, and if rescheduling is not possible for the remainder of such annual vacation period, such employee may schedule such earned vacation time during the immediately following annual vacation period once the process for scheduling by all employees for such immediately following annual vacation period, as provided in Section 9.2 hereof, is otherwise completed. It is expressly provided, however, that no additional sick leave shall be accumulated and no additional vacation time shall be earned by any employee during the period of any such absence that exceeds one (1) year.

(b) Other Employment. No employee who is receiving or who is otherwise eligible to receive benefits under subsection (a) above shall be employed or self-employed in any other manner, with or without monetary compensation, during such one year period of disability. Any employee who is employed in violation of this subsection (b) forfeits the continuing compensation provided under this Section and under the statute aforesaid from the time such employment begins.

(c) Reversion of Disability Benefits to City. Any temporary or permanent disability worker's compensation benefits due such employee on account of his/her compensation as a member of the Danville Fire Department for an injury with respect to

which continuing compensation is paid hereunder shall revert to the City during the time for which continuing compensation is paid to him/her under this Section and under the statute aforesaid.

Section 11.10. Termination Pay. The City agrees to compensate employees upon retirement for all accrued vacation time and up to four hundred eighty (480) hours of accrued sick leave, provided such employee has at least four hundred eighty (480) hours of unused sick leave time still to his/her credit. In the event such retired employee elects to remain a participant in the group medical insurance plan of the City upon retirement, and in addition to the termination pay described above, the City shall pay the first three (3) monthly premium contributions, which would otherwise be payable by the retired employee, with respect to such plan. No additional benefits shall be earned or accrued by such employee after the date of his or her retirement.

ARTICLE XII
Miscellaneous Provisions

Section 12.1. Rules and regulations. The Union Agrees that all employees covered by this Agreement shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance on the job. The Fire Chief shall provide notification of all changes in the Fire Department rules and regulations by posting such changes on the bulletin boards of all stations at least seven (7) calendar days prior to the effective date of any such change.

Section 12.2. Union Space. The Employer agrees to provide any reasonable and appropriate area for Union files, bulletin boards and meeting facilities so long as such space is available for such use.

Section 12.3. Health and Safety. The Employer and the Union mutually agree to work to maintain reasonable standards of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, injuries, illness and death in the fire service. The City further agrees to make reasonable provisions for the safety and health of employees covered by this Agreement during the hours of their employment. The City shall supply all safety items that are required of employees to use while on the job. The City shall repair or replace such required safety items that are lost or damaged in the line of duty but not such safety items that are lost or damaged through an employee's lack of due care. The City also agrees to abide by applicable State and Federal laws regarding health and safety.

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

coat, bunker pants, boots, gloves and hood. The parties agree that this provision does not require any change from current practice.

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

Section 12.4. Orientation. The City shall provide an opportunity during orientation for a Union official to discuss the Union with any new employee covered by this Agreement.

Section 12.5. Outside Employment. Employees covered by this Agreement shall be allowed to perform outside employment on their off-duty time provided:

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

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

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

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

(v) that any such employee completes his/her probationary period or otherwise has the express prior approval for such outside employment from the Fire Chief.

Section 12.6. Personnel Records. Any employee covered by this Agreement shall be allowed to examine the contents of his/her own personnel record and shall receive a copy of any written material or document of a disciplinary nature which is added thereto. The City shall maintain such personnel records for all employees covered by this Agreement, in a secure area at whatever station is designated as headquarters station.

Section 12.7. Residency Requirements. The passage of Ordinance number 7346 to the Danville code of ordinances is the guideline for all members of Local 429. In the event that the City elects to change the residency requirements which are currently applicable to all person's employed by the City, any such change shall likewise be applicable to all employee's covered by this Agreement, only to the extent that the requirements are relaxed.

Section 12.8. Right to Union Representative. Any employee under investigation shall have the right to the presence of a Union Representative during investigations. Unless this requirement is waived by any such employee, such Union

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

In addition to and not in limitation of the foregoing provisions of this Section, the parties hereby incorporate by reference the provisions of the Firemen's Disciplinary Act of the State of Illinois (Ill. Rev. Stats., Ch. 85, §2501 et seq., as amended) as in effect from time to time during the term of this Agreement. To the extent that the expressed provisions of this Section shall differ from those set forth in the Act, then the former shall control over the latter.

Section 12.9. Existing Working Conditions. By this Agreement neither party intends to make any change in existing working conditions, other than those expressly provided for herein. The City retains the right to adjust any such working conditions, however, when such adjustment will promote the efficient operation of the Fire Department and when such adjustment is not otherwise in conflict with this Agreement.

Section 12.10. Volunteers. Mutual aid shall only be called for manpower when all available Danville firefighters have first been called or when a need for equipment not available on the Danville Fire Department is experienced. All mutual aid companies shall be under direct supervision of the Danville Fire Department.

Section 12.11. Jury Duty. Employees who are called to serve on a jury before a Court empowered by law to require such service shall be granted a leave of absence with full pay and benefits, provided that they remain at and return to work when they are not otherwise required by the court to be absent (including necessary travel time), and further provided that they submit to the City any jury duty pay which they receive for jury duty which occurred during their regularly scheduled work hours.

Employees who are called for Jury Duty are required if possible, to notify their Assistant Chief at least one (1) week prior to such jury service date so that appropriate staffing arrangements can be completed.

Section 12.12. Manning Requirements. Except as otherwise provided herein, the City agrees that no fewer than fifteen (15) employees shall function in a fire suppression capacity at all times during the term of this Agreement. The positions in fire suppression shall be manned on each shift as follows:

One (1) Assistant Chief
One (1) Captain
Three (3) Lieutenants
Ten (10) Firefighters

(a) Equipment Manning. On each shift, the following personnel shall be assigned as hereinafter provided:

Engine 1 - one (1) Lieutenant and two (2) Firefighters

Engine 2 - one (1) Lieutenant and two (2) Firefighters

Engine 3 - one (1) Captain and two (2) Firefighters

Engine 4 - one (1) Lieutenant and two (2) Firefighters

Truck 1 - One (1) Firefighter

Mobile Command - one (1) Assistant Chief and one (1) Firefighter

Rescue - cross-manned.

(b) Cross-Manning. Notwithstanding the provisions of subsection (a) above to the contrary, the City shall have the right to assign any employee to more than one (1) vehicle at a time, and the response of such employee shall be on the first vehicle to which he/she had been assigned that was called. By way of illustration only and not by way of limitation of the foregoing sentence, assume a Firefighter is assigned to Truck 1 and Rescue 1 and assume a rescue call is receive; in this example, the Firefighter would respond to the rescue call and Truck 1 would be manned by another person previously assigned to a different vehicle until Rescue 1 returns to the station; upon such return, the primary response positions would then be reinstated.

(c) Exception for Six-Hour Periods. Notwithstanding the provisions of this Section to the contrary, in the event that manning on a shift shall fall below thirteen (13) employees represented by the Union for a period or periods of six (6) or fewer consecutive hours, the City shall not be required to call

back an employee for manning purposes during such period, unless one (1) or more of the then current shift personnel has been assigned to a fire watch.

(d) Limitation on Availability of Certain Leave. In order to avoid undue recalls, the parties agree that no more than four (4) employees represented by the Union may be off for reasons of vacation, personal leave, kelly day, or compensatory time off at any one (1) time on any shift; provided, however, that in the event that four (4) such employees are off for one or more of such reasons at any one (1) time on a shift and there are fourteen (14) employees represented by the Union present for duty on such shift, then one (1) additional employee represented by the Union shall have the right (subject to seniority rules) to receive personal leave, kelly day, or compensatory time off pursuant to the rules governing those respective types of leave. Notwithstanding the provisions of the foregoing sentence to the contrary, sick leave, bereavement leave, paid union leave and emergency leave shall not affect the ability of four (4) such employees to be off on any shift for the reasons set forth herein.

ARTICLE XIII
Effect of Agreement

Section 13.1. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the mutual consent of the parties by a written amendment hereto which is executed by both parties.

Section 13.2. Entire Agreement. The terms and conditions set forth in this Agreement, including all appendices thereto, represent the full and complete understanding and commitment between the parties, cancelling any and all prior commitments, written or oral, between the parties. The terms and conditions of this Agreement may be modified by alteration,

change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment hereto which is executed by both parties.

ARTICLE XIV
Savings

Section 14.1. Savings. If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree to meet and to negotiate in good faith with respect to a substitute provision.

ARTICLE XV
Term

This Agreement shall be effective as of the 1st day of May, 1990, and shall remain in full force and effect until April 30, 1992. It shall be automatically renewed from year-to-year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the April 30, 1992 date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to such effective April 30, 1992 date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than (10) days prior to the desired termination which

shall not be before April 30, 1992, as set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have affixed their signature this 2nd day of October, 1990.

CITY OF DANVILLE

By: Robert E. Jones
Mayor

ATTEST:

By: Marjory Kair
City Clerk

LOCAL 429 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Bruce H. Dillman
President

Cody M. Comer
Chairman, Negotiation Committee

John B. Anderson
Member, Negotiation Committee

Russell W. Osgood
Member, Negotiation Committee

Jed Beddow
Member, Negotiation Committee

APPENDIX A

Authorization For Checkoff of Union Dues

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

_____
Print Name

_____
Clock Number

_____
Signature

_____
Date

APPENDIX B

The base salary for employees hired on or before April 30, 1988 and covered by this Agreement shall be as follows:

Effective May 1, 1990 through and including April 30, 1991:

RANK	ANNUAL BASE
Firefighter	$26,058.00
Lieutenant	An Annual Base Salary equal to eight percent (8%) more than the Annual Base Salary for a Firefighter as set forth immediately above

Effective May 1, 1991 through and including April 30, 1992:

RANK	ANNUAL BASE
Firefighter	$27,886.00
Lieutenant	An Annual Base Salary equal to eight percent (8%) more than the Annual Base Salary for a Firefighter as set forth immediately above

The base salary for employees hired on or after May 1, 1988 and covered by this Agreement, shall be such percentage of the annual base salary, as set forth for the respective period above, for the applicable rank then held by any such employee based upon the length of continuous service, starting with the first day of full-time employment, as follows:

Probationary Firefighter - (first six (6) months of probationary period)	80%
Probationary Firefighter - (second six (6) months of probationary period)	85%
Start of Second Year	90%
Start of Third Year	100%

15-D

RESOLUTION NO. 90-150

BE IT RESOLVED BY THE CITY COUNCIL of the City of Danville, Illinois, that the attached Agreement between the City of Danville and Local 429 of the International Association of Fire Fighters, AFL-CIO, for the period of May 1, 1990 to April 30, 1992, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same on behalf of the City.

PASSED this 2nd day of October, 1990, by 14 Ayes and 0 Nos.

APPROVED:

By: Robert E. Jones
Mayor

ATTEST:

By: Marjory Kair
City Clerk

JOINT EXHIBIT 2

Amendment to 5/1/90 Agreement

APPENDIX B

The base salary for employees hired on or before April 30, 1990 and covered by this Agreement shall be as follows:

Effective May 1, 1992 through and including April 30, 1993:

RANK	ANNUAL BASE
Firefighter	$28,723.00
Lieutenant	An Annual Base Salary equal to eight percent (8%) more than the Annual Base Salary for a Firefighter as set forth immediately above

Effective May 1, 1993 through and including April 30, 1994:

RANK	ANNUAL BASE
Firefighter	$29,872.00
Lieutenant	An Annual Base Salary equal to eight percent (8%) more than the Annual Base Salary for a Firefighter as set forth immediately above

The base salary for employees hired on or after May 1, 1990 and covered by this Agreement, shall be such percentage of the annual base salary, as set forth for the respective period above, for the applicable rank then held by any such employee based upon the length of continuous service, starting with the first day of full-time employment, as follows:

Probationary Firefighter - (first six (6) months of probationary period)	80%
Probationary Firefighter - (second six (6) months of probationary period)	85%
Start of Second Year	90%
Start of Third Year	100%

Section 11.7. Clothing.

(a) Each employee shall have the right while on duty to wear clothing of his or her choice, including but not limited to polo shirts, tee-shirts, sweat shirts, button shirts, slacks, jeans, standard pants, coveralls, dress or casual shoes and accessories. Such clothing shall be in good condition and shall generally be a solid color. The City shall not require any particular uniform.

(b) Shirts, jackets, coats and hats worn by any employee while on duty may include a printed or sewn logo indicating "City of Danville Fire Department" or "Firefighters Local 429". Such logo may also indicate the rank of the individual as Firefighter or Lieutenant.

(c) The City shall maintain a supply of items for issue to Fire Department personnel including but not limited to: pocket knives, flash light, blankets, mattress cover, sets of sheets, pillow and pillow case. Such items will be issued as needed.

(d) All on duty clothing shall be provided by the employee and maintained at the employee's expense. Any clothing or equipment previously issued by the City may be used by the employee during the period of his/her employment.

(e) The Fire Department will issue all usual firefighting turn out gear to new recruits and to other employees on an as needed basis in accordance with Section 12.3 of this agreement.

(f) The City shall pay each employee, including any such employee on terminal leave, the sum of One-Hundred Dollars ($100.00) for uniform maintenance, payable September 1 of each year, or at a later date upon completion of the probationary period, in which event such amount shall be prorated to conform with the September 1 date. Any employee whose employment with the Fire Department may be terminated for any reason other than retirement from regular service in the Fire Department shall be required to reimburse the City such amount of the uniform maintenance amount as may be determined by prorating the full amount of the uniform maintenance as provided herein in accordance with the date of such termination. Any and all prorations pursuant to this Section shall be made on a month-to-month basis, with any full month, or fraction thereof, actually worked by such employee being counted as if such employee has earned one-twelfth (1/12th) of such full amount of uniform maintenance.

(g) The City shall pay each employee, including any such employee on terminal leave, the then balance of such employee's clothing allowance draw account in an amount not to exceed One Hundred Fifty Dollars ($150.00), as of September 1, 1992. Thereafter, such draw account shall be terminated.

7-24-92 Bruce Gillman 18R T/A'd 7/28/92

Section 12.11. Jury and Witness Duty.

Designate the current Jury Duty provisions as subsection (a) and add the following new subsection (b).

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

Section 12.12 **Manning Requirements.** (a) Except as otherwise provided herein, the City agrees that no fewer than fifteen (15) employees shall function in a fire suppression capacity at all times during the term of this Agreement. The positions in fire suppression shall be manned on each shift as follows:

One (1) Assistant Chief
One (1) Captain
Three (3) Lieutenants
Ten (10) Firefighters

(b) **Equipment Manning.** On each shift, the following personnel shall be assigned as hereinafter provided:

Engine 1 - one (1) Lieutenant and two (2) Firefighters

Engine 2 - one (1) Lieutenant and two (2) Firefighters

Engine 3 - one (1) Captain and two (2) Firefighters

Engine 4 - one (1) Lieutenant and two (2) Firefighters

Truck 1 - One (1) Firefighter

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

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

(1) If the Shift commander is aware at or before the beginning of the shift that minimum manning will not be attained at any time or times during that shift due to scheduled leaves of absence among employees represented by the Union, the City will recall for the length of time needed to cover any shortage of three (3) hours or more. Scheduled manning shortages of less than three (3) hours shall be exempt from recall requirements.

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

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

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

(e) **Limitation on Availability of Certain Leave.** Prior to May 1, 1993, in order to avoid undue recalls, the parties agree that no more than four (4) employees represented by the Union may be off for reasons of vacation, personal leave, or compensatory time off at any one (1) time on any shift; provided, however that in the event that four (4) such employees are off for one or more of such reasons at any one (1) time on a shift and there are fourteen (14) employees represented by the Union present for duty on such shift, then one (1) additional employee represented by the Union shall have the right (subject to seniority rules) to receive personal leave, or compensatory time off pursuant to the rules governing those respective types of leave. Notwithstanding the provisions of the foregoing sentence to the contrary, sick leave, bereavement leave, paid union leave and emergency leave shall not affect the ability of four (4) such employees to be off on any shift for the reasons set forth herein.

(f) **Limitation of Availability of Certain Leave.** From and after May 1, 1993, in order to avoid undue recalls, the parties agree that no more than three (3) employees represented by the Union may be off for reasons of vacation, personal leave, or compensatory time off at any one (1) time on any shift; provided, however that in the event that three (3) such employees are off for one or more of such reasons at any one (1) time on a shift and there are fourteen (14) employees represented by the Union present for duty on such shift, then one (1) additional employee represented by the Union shall have the right (subject to seniority rules) to receive personal leave, or compensatory time off pursuant to the rules governing those respective types of leave. Notwithstanding the provisions of the foregoing sentence to the contrary, sick leave, bereavement leave, paid union leave and emergency leave shall not affect the ability of three (3) such employees to be off on any shift for the reasons set forth herein.

Section 12.13. Weather Limitations to Training.

Safety being of paramount interest to the Employer and the Union, no outdoor training will be performed during inclement weather.

1. Heat index of ninety (90) degrees or higher
2. Temperature of forty (40) degrees or lower
3. Snow or rain falling or freshly fallen

No movement of trucks will be made for training purposes or for fire inspections during inclement weather, provided that such activity are capable of being rescheduled.

Section 12.14. Trainer Compensation.

Lieutenants and Fire Fighters required to teach training sessions on any level above that of "in-house" monthly training of their own fire crews, shall be paid four (4) hours of additional compensation at the employee's straight time rate.

JOINT EXHIBIT 3

1992 INTEREST ARBITRATION
BETWEEN
CITY OF DANVILLE, ILLINOIS
AND
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS LOCAL NO. 429

GROUND RULES AND
STIPULATIONS OF THE PARTIES

MAL 28R

ISLRB # S-MA-92-166

1. The Arbitration Panel in FMCS Case No. ~~S-MA~~-92-14725 shall consist of MR. ROBERT McALLISTER, Chairman and neutral member; MR. GLEN EICHER, delegate of the Employer; and MR.CODY COMRIE, delegate of the Union. The parties stipulate that the procedural prerequisites for convening the Arbitration hearing have been met, and that the Arbitration Panel has jurisdiction and authority to rule on those issues submitted to it.

2. The hearing in said case will be convened on JULY 29, 1992, at 10:00 A.M. and shall continue, if needed, on JULY 30, 1992, and at such other and further dates and times as may be necessary to conclude the hearing. The hearing(s) will be held at the CITY HALL, 402 N. HAZEL, DANVILLE, ILLINOIS.

3. The hearing will be transcribed by a court reporter or reporters whose attendance is to be secured for the duration of the hearing by the Arbitrator or at his direction.

4. The parties agree that the Arbitration hearing involved "collective negotiating matters between public employers and their employees or representatives," and, therefore is not subject to the public meetings requirement of the Illinois Open Meetings Act, Ill. Rev. Stat. ch. 102, Section 41, et seq.

5. All sessions of the hearing will be closed to all persons other than the Arbitration Panel; court reporter(s); representatives of the parties, including negotiating team members; witnesses; and off-duty members of the bargaining unit represented by Local No. 429 and the Management staff and Elected Officials of the Employer.

6. The parties agree that the following package of information shall be submitted by stipulation to the Arbitration Panel upon the convening of the hearing on July 29, 1992.

   a) The current Labor Contract between IAFF Local No. 429 and the City of Danville, Illinois (Joint Exhibit 1).

   b) All agreed-to changes in said Labor Contract, as initialed or signed off by the parties in the collective bargaining negotiations preceding the Arbitration hearing (Joint Exhibit 2).

c) These Ground Rules and Stipulations of the parties (Joint Exhibit 3).

7. The Union, as the moving party in Arbitration, shall proceed with its case-in-chief as to the issues to which it is the moving party. The City shall then proceed with its case-in-chief as to the to the issues, if any, as to which it is the moving party. Once both parties have presented their case-in-chief, both parties may present rebuttal evidence and/or witnesses.

8. Post-hearing briefs, if agreed, shall be submitted to the Panel no later than thirty (30) days from the receipt of the full transcript of the hearing by the representatives of the parties responsible for preparing the briefs. The post-marked date of mailing shall be considered to be the date of submission of a brief.

9. The Arbitration Panel shall base its findings and decision solely upon the factors set forth in Section 14(h) of the Illinois State Labor Relations Act.

10. Nothing contained herein shall be construed to prevent negotiations and settlement of the terms of the contract prior, during or subsequent to the arbitration hearing.

FOR THE CITY OF DANVILLE

Timothy J. Reardon

Date: JULY 29, 1992

FOR LAFF, LOCAL NO.429

Pres. Bruce R. Bittner

Date: JULY 29, 1992