



## **COMMITTEE OF THE WHOLE**

**Monday, December 10, 2012  
7:00 p.m.**

**City Hall Council Chambers  
109 James Street  
Geneva, IL 60134**

### **AGENDA**

- 1. Call to Order**
- 2. Consider Consent Agenda**
- \*3. Approve Committee of the Whole Minutes from November 26, 2012.**
- 4. Items of Business**
  - a. Recommend Approval of Certificate of Acceptance for First Baptist Church of Geneva Sanitary Sewer, Storm Sewer, Water Main and Site Grading/Detention.
  - b. Recommend Draft Ordinance Amending Title 8, Article 7, Section 4C (Parking Meter Zones: Rates) of the Geneva City Code.
  - c. Recommend Draft Resolution Authorizing Execution of Contract with Hampton Lenzini and Renwick Inc. for Eaglebrook SSA #11 Wetland Vegetation Management.
  - d. Recommend Draft Resolution Authorizing Execution of PACE Subsidy Agreement Effective January 1, 2013 through December 31, 2013 Subject to FY 2013-14 Budget Approval.
  - e. Recommend Draft Resolution Authorizing Execution of Second Amendment to Agreement for Sale and Purchase of Electric Capacity and Energy, WM Illinois Renewable Energy LLC Contract for 2013 and 2014.
  - f. Recommend Draft Resolution Approving Four-Year Collective Bargaining Agreement Between the City of Geneva and the Geneva Professional Firefighters Association Local 4287.
- 5. New Business**
- 6. Upcoming Meetings: Committee of the Whole: January 14, 2013.  
Notice of Cancellation: Committee of the Whole on December 26, 2012.**
- 7. Adjournment**

COMMITTEE OF THE WHOLE MINUTES  
NOVEMBER 26, 2012

PRESENT: Mayor Burns, Ald. Brown, Cummings, Flanagan, Hill, Kilburg, Maladra, Marks, Singer, Vogelsberg

ABSENT: Ald. Dantino

Also Present: McKittrick, Dawkins, Dahl, Dinges

1. CALL TO ORDER

Chairperson Brown called the meeting to order at 7:00pm. Brown noted that Ald. Dantino was absent.

2. CONSIDER CONSENT AGENDA

Moved by Ald. Vogelsberg, second by Ald. Maladra. Ald. Kilburg requested a correction to the minutes from November 12, 2012 to change the effective year from 2015 to 2013.

V/V to approve as amended: 9-0 Motion carried.

\*3. APPROVE MINUTES FROM NOVEMBER 12, 2012

(approved in Item 2)

4. ITEMS OF BUSINESS

a. Consider Approval of Draft Resolution Authorizing Purchase of PD Squad Ford 2013 Interceptor Through State Purchase Program/Morrow Brothers Ford in the Amount of \$25,049.00.

Moved by Ald. Hill, second by Ald. Marks V/V: 9-0 Motion carried.

b. Consider Approval of Draft Resolution for Purchase and Installation of Fixed Network meter Reading Antennas and Repeaters from Water Products Company, Aurora at Cost Not to Exceed \$51,600.00.

Moved by Ald. Vogelsberg, second by Ald. Hill. Finance Mgr. Dahl provided information on the cost-savings and higher efficiencies that will benefit the city with the proposed purchase.

V/V: 9-0 Motion carried.

c. Consider Approval for City Attorney to Draft License Agreement Between the City of Geneva and Illinois Bell Telephone (AT&T) for Use of Portion of City Property.

Moved by Ald. Marks, second by Ald. Flanagan V/V: 9-0 Motion carried.

d. Recommend Draft Ordinance Amending Title 4, Ch. 2 (Liquor Control) Section B4 and B10.

Paul ODacre with the Fox Valley Ice Arena was present to explain the need to allow sale and service to the additional audiences.

V/V: 9-0 Motion carried.

5. NEW BUSINESS

a. Policy Discussion on Summer Sewer Credits (discussion postponed to December 17)

6. UPCOMING MEETINGS

7. CLOSED SESSION ON COLLECTIVE NEGOTIATING MATTERS.

On a motion by Ald. Flanagan, second by Ald. Marks, the meeting was adjourned to closed session at 7:24pm.

AYES: 9 NAYS: 0 Motion carried.

The meeting was called back into open session at 7:37pm on a motion by Ald. Kilburg, second by Ald. Marks.

AYES: 9 NAYS: 0 Motion carried.

8. ADJOURNMENT

The meeting was adjourned by unanimous voice vote on a motion by Ald. Marks, second by Ald. Singer at 7:39pm.



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item:	First Baptist Church of Geneva—Certificate of Acceptance Resolution		
Presenter & Title:	Dan Dinges, Director of Public Works Pamela Broviak, City Engineer/Assistant Director of Public Works		
Date:	December 17, 2012		
<b><i>Please Check Appropriate Box:</i></b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Estimated Cost:		Budgeted?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>If NO, please explain how the item will be funded:</i>			
<b>Executive Summary:</b>			
All work for this development has been completed, and certificates of completion have been issued for the sanitary sewer, storm sewer, water main, and site grading and detention.			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Certificate of Acceptance Resolution</li> </ul>			
<b>Recommendation / Suggested Action:</b> <i>(briefly explain)</i>			
Staff recommends that the City Council accept the construction of the work as noted in the resolution.			

**CITY OF GENEVA  
CERTIFICATE OF ACCEPTANCE  
RESOLUTION**

Whereas, First Baptist Church of Geneva, Developer  
of First Baptist Church 3435 Keslinger Road has entered into a contract for the  
construction of specific utilities, and

Whereas, MVP Plumbing, Plaza Excavating, the Contractor, has completed the  
following construction and a Certificate of Completion has been issued (see reverse side):

- |                                      |                                  |                 |
|--------------------------------------|----------------------------------|-----------------|
| a. <u>Sanitary Sewer System</u>      | Certificate of Completion issued | <u>11-15-04</u> |
| b. <u>Storm Sewer System</u>         | Certificate of Completion issued | <u>11-15-04</u> |
| c. <u>Water Main System</u>          | Certificate of Completion issued | <u>11-15-04</u> |
| d. <u>Site Grading and Detention</u> | Certificate of Completion issued | <u>11-15-04</u> |
| e. _____                             | Certificate of Completion issued | _____           |
| f. _____                             | Certificate of Completion issued | _____           |
- and,

Whereas the normal or specified period of maintenance and liability of the Contractor expired on  
November 15, 2005 as heretofore agreed, and

Whereas the above listed construction has been inspected by Rempe-Sharpe Consulting  
Engineers, the engineer for the developer, and the engineer and / or representative for the City of  
Geneva, and found to be acceptable.

Now, Therefore, Be It Resolved by the City Council of the City of Geneva,  
Illinois, that said construction is accepted by the City of Geneva as of the dated of  
passage of this Resolution.

Passed this \_\_\_\_\_ day of \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item:	Ordinance Amending Title 8, Article 7, Section 4 C [Parking Meter Zones: Rates] of the Geneva City		
Presenter & Title:	Mary McKittrick, City Administrator		
Date:	December 10, 2012		
<b><i>Please Check Appropriate Box:</i></b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Estimated Cost: N/A		Budgeted?	<u>                    </u> <b>YES</b> N/A <b>NO</b>
<i>If NO, please explain how the item will be funded:</i>			
N/A			
<b>Executive Summary:</b>			
City staff has received requests from Third Street business owners to consider allowing free parking in the Third Street Parking Deck, after 5:00 p.m. during the workweek and all day/evening on weekends. After checking with Metra for approval, staff believes this change will benefit adjacent business owners and is suggesting that the City Code be amended to reflect such a change. Several other municipalities have similar policies.			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Ordinance</li> </ul>			
<b>Recommendation / Suggested Action:</b> <i>(briefly explain)</i>			
Approve the amendment to the Geneva City Code of Ordinances, Title 8, Article 7, Section 4C, as presented.			

ORDINANCE NO. 2012-\_\_

AN ORDINANCE AMENDING TITLE 8, ARTICLE 7,  
SECTION 4 C [PARKING METER ZONES: RATES] OF THE  
GENEVA CITY CODE

---

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GENEVA,  
KANE COUNTY, ILLINOIS, as follows:

**SECTION 1:** That Section 8-7-4 C [Parking Meter Zones: Rates] of Title 8 of the Geneva City Code be and the same is hereby amended to read as follows:

**“8-7-4: PARKING METER ZONES:**

**C. Rates; Parking In Excess Of Maximum Time:** Each meter panel installed as provided herein shall show thereon the maximum time limit for parking in the space for which each meter panel is installed. Each meter panel shall provide for the insertion and deposit of United States money in the form of a coin or coins and shall indicate thereon the period of parking time covered by the coin or coins. The rate established at this time shall be as follows: (i) a charge of Two Dollars and no/100's (\$2.00) for a twenty-four (24) hour parking period within the City's parking deck located east of Third Street and north of the Union Pacific Railroad main line and (ii) a charge of One Dollar Seventy-five cents (\$1.75) for a twenty four (24) hour parking period for the parking lot lying east of Illinois State Rte 31 and south of the Union Pacific Railroad main line. There shall be no parking charge within the City's parking deck during the following periods: (a) 5:00 p.m. to 11:59 p.m., Monday through Friday, and (b) 12:00 a.m on Saturday to 11:59 p.m. on Sundays. It shall be the duty of any person parking any vehicle in any parking space herein provided for to deposit in such meter a coin or coins sufficient to cover the period of time such vehicle is continuously parked in such space. It shall be unlawful to park or cause to be parked any vehicle in any space provided for herein for a period in excess of the maximum time affixed for continuously parking by this chapter or any amendment to this chapter.”

**SECTION 2:** That Title 8 of the Geneva City Code as heretofore and herein above amended shall otherwise remain in full force and effect.

**SECTION 3:** This Ordinance shall become effective from and after its passage as in accordance with law. Publication of this Ordinance is hereby approved to be in pamphlet form.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2012.

AYES:\_\_\_\_ NAYS:\_\_\_\_ ABSENT:\_\_\_\_ ABSTAINING:\_\_\_\_ HOLDING OFFICE: 10

**APPROVED** by me as Mayor of the City of Geneva, Kane County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk





**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item:	Eaglebrook SSA Wetland Vegetation Management Agreement		
Presenter & Title:	Dan Dinges, Director of Public Works Pam Broviak, City Engineer / Asst. Director of Public Works		
Date:	December 4, 2012		
<b><i>Please Check Appropriate Box:</i></b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Estimated Cost: \$44,000/year		Budgeted?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<i>If NO, please explain how the item will be funded:</i>			
<b>Executive Summary:</b>			
<p>As you may recall, we have been utilizing SSA #11 to maintain the stormwater facilities throughout Eaglebrook Subdivision. The attached professional consulting services agreement is a three year wetland management plan. The agreement includes continuing the management plan for 2013-2015 that includes herbiciding and clearing the drainage ways to allow the water to flow. The plan also includes re-establishing the wetlands and enhancing the wetland areas with a combination of seeding and planting wetland plant species. This 3 year plan continues building off of what has been accomplished the first 2 years to re-establish the wetland areas and improve drainage throughout the subdivision. Hampton, Lenzini, and Renwick, Inc. has been working on the management plan the last 2 years and has achieved significant improvements. They have provided a proposal in the amount of \$129,000 (\$44,000 for 2013 and \$43,000 for 2014, and \$42,000 for 2015).</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Proposal Summary</li> <li>• Agreement</li> <li>• Resolution</li> </ul>			
<b>Recommendation / Suggested Action:</b> <i>(briefly explain)</i>			
Staff recommends that City Council authorize the Mayor to execute the professional services agreement for Eaglebrook SSA Wetland Vegetation Management to Hampton, Lenzini, and Renwick, Inc. in the amount of \$129,000.			



**Hampton, Lenzini and Renwick, Inc.**  
Civil Engineers • Structural Engineers • Land Surveyors  
www.hltrengineering.com

October 18, 2012

Mr. Dan Dinges, Director of Public Works  
City of Geneva  
1800 South Street  
Geneva, Illinois 60134

Re: Wetland Vegetation Management  
Eagle Brook Natural Area (2013-2015)  
Geneva Public Works Department  
Environmental Agreement

Dear Mr. Dinges:

We have prepared this letter to serve as the agreement between the City of Geneva and our firm for environmental services requested to manage the Eagle Brook wetland located in Geneva, Illinois. The 72 acre site includes a main wetland with two channels, one on the north side and one on the west side. Hampton, Lenzini and Renwick, Inc. (HLR), completed two years of wetland management/maintenance, which will be concluded after the prescribed burn in early 2013.

Our objective for managing the ecosystem is to stop the invasive spread, reduce total coverage of invasives, and establish a self sustaining ecosystem of native plants that can compete in the habitat. Although the process is continual, we made significant progress towards reducing invasive species coverage, and we were able to significantly increase the amount of native coverage and diversity in the site. Several immediate goals were accomplished, including clearing the drainage ways, eliminating excessive vegetation from the north and west channels, and providing optimum setbacks for the prescribed burns. Site drainage improved significantly due to management efforts, with water levels in the wetland dropping several feet from pre-management levels.

### **Scope of Completed Management Services 2011-2012**

#### **2011 Growing Season**

The Eagle Brook wetland at the beginning of 2011 was almost exclusively a cattail marsh. Common cattail were prolific throughout the site, including fully inundating the north and west channels. There were two patches of diverse vegetation: a small prairie located at the far southern portion of the wetland, southeast of King's Court, and a small wet prairie located north of the Hole 15 tee. Our main goal the first season was to remove built up vegetation and clear the channels to allow for better water flow through the site. Many techniques were used to reach these goals.

The vegetation was killed with a water safe, systemic herbicide and then cut via brush cutter and removed from the channel. Several areas within the center of the wetland were blocked by vegetation, which was shoveled out of the drainage ways to prevent flooding and allow flow. Some of the techniques used were brush-cutting, herbiciding, native planting/seeding and prescribed

380 Shepard Drive  
Elgin, Illinois 60123-7010  
Tel. 847.697.6700  
Fax 847.697.6753

3085 Stevenson Drive, Suite 201  
Springfield, Illinois 62703  
Tel. 217.546.3400  
Fax 217.546.8116

1335 Lakeside Drive, Unit 4  
Romeoville, Illinois 60446  
Tel. 847.997.1211

Dan Dinges, Director of Public Works  
City of Geneva  
October 18, 2012

burning. Brush-cutting was used to remove unwanted species such as cattails, common reed and sandbar willows along the north and west channels and to clear any vegetation that may be blocking the drainage way. Later in the season, brush-cutting was used to make burn lines along the boardwalks and sections on the east and west sides of the unit where there was dense vegetation and fuel near houses.

A water safe herbicide was applied to invasive plant species along the perimeter of the site. Removal of beaver/muskrat debris on the spillway on the southeast end of the project limits was done to help with drainage issues within the site. Live native plants were installed along the north channel near the Clubhouse, the west channel between Eldorado Drive and the driving range, the board walk and by within the southeast corner of the site.

The prescribed burn conducted in November was very successful in contributing to our management goals. The burn removed built up vegetation that was contributing to drainage issues within the site. The prescribed burn also caused damage to invasive species, and promoted the growth of native species. The most dramatic area of native species increase is the area east of Arrowhead Court. This area had sparse coverage of sedges and prairie cordgrass in the 2011 growing season. After the prescribed burn, during the growing season of 2012, there is almost total coverage of native sedges and grasses for several acres. This striking increase in native coverage proves that at least portions of the wetland were historically a high quality sedge meadow.

The burn was conducted in the fall because of the significant amount of built up vegetation that already existed within the unit. The dense vegetation and high water levels due to previous drainage problems did not allow the wetland to be divided into burn units, so a majority of the burn was completed at once. The wetland was burned from the perimeters in, utilizing burn lines and backburning to ensure safety of private property.

A custom native seed mix was spread in January, using the overseeding method, along the border of the site where chemical and mechanical management was implemented to remove invasive species. This was done in managed areas to reduce competition and was done in winter to allow the seed coatings to naturally be removed.

## **2012 Growing Season**

Many initial goals were accomplished in 2011, allowing additional goals and tasks to be added to the scope of the 2012 growing season services. We were able to focus more resources to removing invasive species and diversifying the wetland ecosystem.

Common reed removal was one focus of 2012. The majority of the wetland is dominated by Common cattail, which is an undesirable species because it is so prolific, but it is native to Illinois. Common reed is an invasive exotic species, and is not a part of the local food chain. The lack of biological controls (insects that eat the plant) prevent the biomass from being processed within the ecosystem, and the plant matter builds up exponentially. Removing Common reed from the site will allow for slower build up of biomass, and allow new native species more room to establish.

Many of the same techniques were used this season. Sandbar willows along the north and west channel were cut to control the spread of the species and to allow for resident and golf course

Dan Dinges, Director of Public Works  
City of Geneva  
October 18, 2012

patrons to view the native plantings in the channel. A mix of brush-cutting and mowing was implemented to control the spread of common reed and to create a burn line. This was done along both sides of the board walk and on the north side of Kings Court. Drainage way improvements last year and the dry conditions this season created very low water levels and allowed us to reach areas that we could not reach last year.

A water safe herbicide was applied to invasive plant species such as cattails, purple loosestrife and common reed. This was done to control the spread of these species throughout the site. The cattails along the wetland perimeter on the east side of the site and the common reed along the north and south sides of the boardwalk were sprayed, so the diverse native buffer area could be expanded. Purple loosestrife was found in the southeast corner of the unit. It forms dense, homogeneous stands that restrict the growth of native species. The spread of this plant is quick because it can spread through seed production and by roots or broken stems. Therefore, we took action to kill the individuals present as soon as it was found within the unit. Due to its aggressive nature, the site will need to be monitored for this species on a regular basis.

Native live plants were installed along the north channel near the Clubhouse and the west channel between Eldorado Drive and the driving range. Plants were also installed along board walk focusing along the waters edge on the north and south sides. To help with drainage issues onsite, removal of beaver/muskrat debris on the spillway on the south east end of the project limits was done once a week in the first few months of the spring season.

This year we received positive feedback from residents who have noticed the changes in the water levels and the improvement of the site, since management has been started. HLR has continued providing articles for the Eagle Brook Life magazine on a quarterly basis. The articles cover management activities, education on wildlife and notification of management techniques such as the prescribed burns.

Many of our goals were reached this season. We were able to expand the diverse native buffer around the wetland and plan to make that wider in the following years. Much of the common reed was removed from the site and all the purple loosestrife was treated with herbicide.

The management activities under this contract will continue through Spring of 2013. Another burn is scheduled for Spring 2013 to burn built up vegetation and control the spread of invasive species throughout the site. Unlike last year, this seasons' burn will be conducted in three burn units instead of one. The low water levels helped us create wider burn lines allowing for more control. The low water levels permit more access to the site, allowing the site to be divided into sections. Conducting prescribed burns in the spring allows snow to pack down the vegetation, which compacts the fuel, allowing for a hotter and slower burn. The spring burn will be different from last year as there will be less ash emitted into the air, the fire will stay lower, burn hotter and slower allowing for a more complete burn.

In addition to the prescribed burn, HLR has arranged for a Cub Scout group to complete a service project at the Eagle Brook wetland. The west channel receives stormwater runoff from Randall Road, in addition to a significant amount of refuse. HLR has continually removed garbage from the channel when maintaining wetland vegetation in the area, but the amount of refuse builds up

Dan Dinges, Director of Public Works  
City of Geneva  
October 18, 2012

constantly. The Cub Scout group is scheduled to clean up garbage and refuse in the channel on October 27, 2012, and we hope to continue this project on an annual or biannual basis.

### **Management Scope of Services 2013-2015**

Our management objectives will continue to prevent invasive spread, reduce total coverage of invasives, and establish a self sustaining ecosystem of native plants that can compete in the habitat. We have been successful in removing invasive species, and installing aggressive native species that can compete with the invasives. We will continue targeting high profile areas spread throughout the site, so all stakeholders can benefit from management activities. Prescribed burns will continue annually, to prevent biomass build up in the wetland, prevent drainage issues, and minimize risk of a wildfire.

HLR will continue to expand native buffers and burn lines around the perimeter of the site, as well as adding new areas to the scope of management. New areas will include the sedge meadow east of Arrowhead Court, the area east of the Hole 17 green, the area north of the southeast prairie, and additional areas on the east perimeter of the wetland. We will continue to increase the floristic quality index of the designated areas in each year of management.

A combination of maintenance techniques will be utilized on the site. The most effective treatment, based on ecological and economical factors, will be implemented. HLR is proposing a combination of mechanical removal, herbiciding, and prescribed burning to enhance the native ecosystem and wetland vegetation quality.

### **Chemical Invasive Control**

Herbicide can be a very effective means of controlling invasive species. The plant communities will be monitored for invasive species including, but not limited to purple loosestrife, reed canary grass and common reed. If populations of these species appear or begin to increase, they will be controlled by "wick" or directed (shielded spray) application of an approved systemic herbicide when the plants reach leaf/flowering stage, but preferably prior to seed head formation, in early summer, with the following exceptions: common reed is best controlled during the flowering stage in late summer, reed canary grass is best controlled in spring just prior to flowering (around May 15) or in fall. Inspections for invasive species will be conducted early in the growing season (between May 1st and June 1st).

The Illinois EPA now requires a permit for the application of pesticides on or near water bodies. HLR has an active National Pollutant Discharge Elimination System (NPDES) permit for the Eagle Brook development. All herbicide applications will be conducted under the supervision of a wetland specialist. A water safe, systemic herbicide will be utilized for this site. The application of herbicides will be performed only by persons licensed or certified in the State of Illinois for pesticide/herbicide application. Herbicide use will be in strict compliance with all application rates, procedures, warning labels and applicable codes, standards and best management practices.

Dan Dinges, Director of Public Works  
City of Geneva  
October 18, 2012

### **Mechanical Invasive Control**

Mechanical control includes cutting, mowing and/or the digging up of individual plants by hand, with the intention of impeding a plant from reproducing by seed. Cutting or mowing close to the ground (weed-eater or hand-scythe) is effective means of control for annual species, and may be implemented in select areas of the site. Prairie mowing will only be conducted if it is necessary for invasive species control. The mowers will be set to a height of 8 to 12 inches above the ground surface which allows annual invasive seed heads to be cut off and does not damage native plants. Roto-tilling may be conducted in certain areas for invasive control. It can be very effective depending on the species, but can promote growth of other invasive species, for instance, roto-tilling a stand of cattails in a dry basin will cause permanent damage to the plant structures, but roto-tilling reed canary grass will cause additional spreading. Roto-tilling also can cause germination of seeds in the existing seed bank, which would be beneficial if the majority of seeds are native, but damaging if the seed bank is dominated by invasive species, making this an effective, but specialized control method.

### **Prescribed Burning**

We propose to burn Eagle Brook in Winter or early Spring of 2013, 2014, and 2015, as conditions permit. Burns are done during this time of year to maximize control and limit the smoke and ash that is put into the air. Signage will be placed along Randall Road and Fabyan Parkway, to address traffic issues. HLR will secure the required burn permits from the IEPA and will notify neighbors, fire departments, and local law enforcement prior to initiating the prescribed-burning process. The cost for permit application is included in the burn cost. Please note that the burn permit application process requires 90 days.

HLR will provide the following as part of this proposal: Trained firefighters, wildland fire engine, water tender truck as needed and prescribed fire equipment. HLR shall not be liable for: stopping the burn for safety reasons; damage to plants/tree/shrubs within or adjacent to the burn area; evergreen heat damage noticed after burn, environmental damage from smoke/fire; use of water sources onsite; chopping up and/or cutting burning snags, logs, brush, trees, grass, etc., to insure complete extinguishment; or driving on the burn area, paths, private roads, etc., with Wildland fire engine for the purpose of Wildland fire control. HLR shall not be liable for any extra person(s) not employed or representing HLR attending the burn.

HLR will attempt to burn each area to the greatest extent possible. Site conditions, weather and other unforeseen circumstances might limit the burn. Areas may appear black, unburned and patchy depending on the conditions. Wet areas will not burn. Nearby exposures such as valuable landscape plants, building exposures, traffic concerns, etc., may cause incomplete or poor burn results because extremely hot fires would not be safe around these areas. Environmental conditions will determine the amount burned on the burn day. Damage can occur to plants within the burn area from heat, smoke and extinguishment practices for which HLR cannot be held liable. HLR may use Class A Firefighting foam for extinguishment.

The following summarizes activities for Year 2013 through 2015 and associated costs.

Dan Dinges, Director of Public Works  
 City of Geneva  
 October 18, 2012

**2013**

Conduct a Floristic Quality Assessment (FQA) along 4 transect areas prior to maintenance work	\$1,000
Monitoring report	\$2,500
Cutting and Herbiciding along 2 drainageways	\$1,000
Cutting and Herbiciding within main wetland area	\$13,000
Prescribed Burn (Subconsultant)	\$15,500
Wetland Seed Planting	\$4,000
Wetland Plug Planting	\$6,000
Coordination with City of Geneva and residents (include notification to residents on herbiciding and burning)	\$1,000
<b>Total</b>	<b>\$44,000</b>

**2014**

Conduct a Floristic Quality Assessment (FQA) along 4 transect areas prior to maintenance work	\$1,000
Monitoring report	\$2,500
Cutting and Herbiciding along 2 drainageways	\$700
Cutting and Herbiciding within main wetland area	\$12,300
Prescribed Burn (Subconsultant)	\$16,000
Wetland Seed Planting	\$4,000
Wetland Plug Planting	\$5,500
Coordination with City of Geneva and residents (include notification to residents on herbiciding and burning)	\$1,000
<b>Total</b>	<b>\$43,000</b>

**2015**

Conduct a Floristic Quality Assessment (FQA) along 4 transect areas prior to maintenance work	\$1,000
Monitoring report	\$2,500
Cutting and Herbiciding along 2 drainageways	\$500
Cutting and Herbiciding within main wetland area	\$11,500
Prescribed Burn (Subconsultant)	\$16,500
Wetland Seed Planting	\$4,000
Wetland Plug Planting	\$5,000
Coordination with City of Geneva and residents (include notification to residents on herbiciding and burning)	\$1,000
<b>Total</b>	<b>\$42,000</b>

Services not set forth above are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed above.

Dan Dinges, Director of Public Works  
City of Geneva  
October 18, 2012

## **COMPENSATION**

### **Billing Terms**

For our services we will be paid \$44,000.00 in 2013, \$43,000.00 in 2014 and \$42,000.00 in 2015. Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the invoice date.

## **GENERAL TERMS AND CONDITIONS**

### **Changed Conditions**

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

### **Standard of Care**

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and with the skills and experience represented by Consultant to Client to exist.

### **Third-Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

If this agreement meets with the City of Geneva's approval, please have the proper officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Elgin office.

Sincerely,

**HAMPTON, LENZINI AND RENWICK, INC.**



Erica Spolar  
Environmental Engineering Manager



Dan Dinges, Director of Public Works  
City of Geneva  
October 18, 2012

**ACCEPTANCE**

The terms and conditions of this letter agreement are hereby accepted by the City of Geneva for Eagle Brook wetland management activities set forth above.

By

\_\_\_\_\_

Date

\_\_\_\_\_

Title

\_\_\_\_\_

**RESOLUTION NO. 2012-\_\_**

**RESOLUTION AUTHORIZING EXECUTION OF  
CONTRACT WITH HAMPTON, LENZINI, AND RENWICK, INC.  
FOR EAGLEBROOK SSA#11 WETLAND VEGETATION MANAGEMENT**

---

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** That the Mayor is hereby authorized to execute, on behalf of the City of Geneva, the Contract with Hampton, Lenzini, and Renwick, Inc. relating to the Eaglebrook SSA Wetland Vegetation Management Agreement.

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this 19th day of December, 2012.

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item:	Ride In Kane PACE Subsidy Agreement		
Presenter & Title:	Mary L. McKittrick, City Administrator		
Date:	December 10, 2012		
<b><i>Please Check Appropriate Box:</i></b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Estimated Cost: N/A		Budgeted?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<i>If NO, please explain how the item will be funded:</i>			
<b>Executive Summary:</b>			
<p>The Ride in Kane Program was implemented in February 2008 and provides community access for senior citizens 65 years or older and persons with disabilities. Ride in Kane replaced the St. Charles/Geneva Dial a Ride program which was limited to day time service and rides only within St. Charles and Geneva. Under the Ride in Kane Program, riders have the opportunity to access locations anywhere in the County and are also able to obtain door-to-door transportation service in the evenings and on weekends. Through a centralized call center, Ride in Kane dispatches taxis, Pace lift-equipped buses, and other service providers' vehicles for demand-response, curb-to-curb transportation. This Program was made possible by federal grants from the New Freedom Initiative (NFI) and Job Access Reverse Commute (JARC) awarded from the Regional Transportation Authority (RTA), as well as contributions from participating agencies. The attached agreement provides subsidies by PACE to this Program. The grant funding helps fund City of Geneva riders in an amount not to exceed \$13,060 provided by Pace subsidies. The City pays the balance up to the annual budgeted amount (\$35,000 in FY 2012-13).</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> <li>• PACE Subsidy Agreement</li> </ul>			
<b>Recommendation / Suggested Action:</b> <i>(briefly explain)</i>			
Approve the Resolution to authorize the City Administrator to execute the PACE Subsidy Agreement as presented, effective January 1, 2013 through December 31, 2013, subject to FY 2013-14 budget approval.			

**RESOLUTION NO. 2012-XX**

**RESOLUTION AUTHORIZING EXECUTION OF  
RIDE IN KANE  
PACE SUBSIDY AGREEMENT**

---

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, the RIDE IN KANE PACE SUBSIDY AGREEMENT in the form attached hereto as Exhibit "A".

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this 17th day of December, 2012.

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this 17th day of December, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**RIDE IN KANE**  
**PACE SUBSIDY AGREEMENT**  
*City of Geneva*

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Suburban Bus Division of the Regional Transportation Authority (RTA) operating under the name of and hereinafter referred to as "Pace" and *City of Geneva*, hereinafter referred to as "*the City of Geneva*".

WHEREAS, the Parties have entered into a Ride In Kane New Freedom/JARC Service Agreement hereinafter referred to as the "RIK NFI/JARC Agreement".

WHEREAS, the RIK NFI/JARC Agreement provides for *City of Geneva* to satisfy the local share for the eligible mobility management costs of the project for its registered riders and the local share for the eligible operating costs of the project at no less than 50 percent of the net cost for its registered riders;

WHEREAS, Pace hereby agrees to subsidize *City of Geneva* service under the RIK NFI/JARC Agreement by contributing funds in the amount not to exceed \$13,060 as long as Pace funds are available.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

TERM - This agreement will be in effect beginning January 1, 2013 and ending December 31, 2013.

PACE SUBSIDY – The maximum subsidy shall be the lesser of the amounts calculated in each of the following way:

1. 75% of the projected Operating Deficit in the Approved Budget; or
2. 75% of the actual Operating Deficit; or
3. \$3.00 multiplied by the number of annual one-way passenger trips not to exceed the maximum number of trips in the Approved Budget or \$13,060 as long as Pace funds are available.

BILLING – Pursuant to RIK NFI/JARC Agreement, Pace shall bill the Township on a monthly basis for 50 percent of the net operating costs of the service and a portion of the mobility management costs that may exceed funding hereunder less the remaining monthly Pace subsidy for its eligible riders. The Township agrees to make payment to Pace due within thirty days of receipt of billing. Payment shall be sent to:

Pace Suburban Bus Service  
550 W. Algonquin Road  
Arlington Heights, IL 60005  
Attn: Accounting Department

# COST ESTIMATE WORKSHEET

## 2013 LOCAL SHARE AGREEMENT

PROJECT: CITY OF GENEVA

REVENUE	\$ <u>16,303</u>
EXPENSES	\$ <u>154,633</u>
OPERATING DEFICIT	\$ <u>138,330</u>
PACE SUBSIDY	\$ <u>13,060</u>
NFI GRANT AMOUNT	\$ <u>61,971</u>
CALL CENTER GRANT	\$ <u>11,511</u>
PACE CALL CENTER SUBSIDY	\$ <u>2,878</u>
LOCAL SHARE	\$ <u>48,910</u>
RIDERSHIP	5,682
VEHICLE HOURS	2,697



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item:	Second Amendment to Agreement for Sale and Purchase of Electric Capacity and Energy, WM Illinois Renewable Energy, LLC contract, for 2013 & 2014		
Presenter & Title:	Michael Buffington, Superintendent of Electrical		
Date:	December 10, 2012		
<b><i>Please Check Appropriate Box:</i></b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input type="checkbox"/>	City Council Meeting	<input checked="" type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Estimated Cost: \$31/MWh		Budgeted?	<u>    X    </u> YES NO
<i>If NO, please explain how the item will be funded:</i>			
<b>Executive Summary:</b>			
<p>The City of Geneva Team negotiated with WM Illinois Renewable Energy, LLC, for the land fill gas generation, located at Settlers Hill, to extend the “Agreement for Sale and Purchase of Electric Capacity and Energy”, which expires December 31, 2012, for the years 2013 and 2014.</p> <ul style="list-style-type: none"> <li>• Current contract in 2012 is \$37/MWh.</li> <li>• New contract \$31/MWh</li> </ul>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Draft Resolution</li> <li>• Amendment</li> </ul>			
<b>Recommendation / Suggested Action:</b> <i>(briefly explain)</i>			
<p>To accept “Second Amendment to Agreement for Sale and Purchase of Electric Capacity and Energy” between WM Illinois Renewable Energy, LLC and City of Geneva, for the years 2013 and 2014, upon approval of Geneva’s attorney.</p> <p>Authorize the Mayor and City Clerk to execute, said amendment on behalf of the City of Geneva.</p>			

**RESOLUTION NO. 2012-\_\_**

**RESOLUTION AUTHORIZING EXECUTION OF  
SECOND AMENDMENT TO AGREEMENT FOR THE SALE AND PURCHASE OF  
ELECTRIC CAPACITY AND ENERGY**

---

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:**

**SECTION 1:** That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Geneva, the Second Amendment to Agreement for Sale and Purchase of Electric Capacity and Energy, in the form attached hereto, relating to the WM Illinois Renewable Energy, LLC, land fill gas generation, located at Settlers Hill.

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2012

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**SECOND AMENDMENT TO**  
**AGREEMENT FOR THE SALE AND PURCHASE OF ELECTRIC**  
**CAPACITY AND ENERGY**

This Second Amendment to Agreement for the Sale and Purchase of Electric Capacity and Energy dated December 31, 2007 is entered into as of the \_\_\_\_\_ day of December, 2012, by and between WM Illinois Renewable Energy, L.L.C., an Illinois limited liability company with principal offices located at 1001 Fannin Street, Suite 4000, Houston, Texas 77002 (“Seller”), and the City of Geneva, an Illinois municipal corporation with principal offices located at 22 South 1<sup>ST</sup> Street, Geneva, Illinois 60134, (“Buyer”).

**RECITALS**

WHEREAS, Seller is the owner of a small power production facility (“Facility”) that is fueled by landfill gas and is located at 1031 East Fabyan Parkway, Batavia, Illinois 60510;

WHEREAS, Buyer is a municipal electric utility that owns, operates, and maintains an electric distribution system and provides electric service within the City of Geneva, Illinois;

WHEREAS, the Facility is interconnected with Buyer’s electric distribution system;

WHEREAS, Buyer purchases capacity and energy from Seller pursuant to an Agreement for the Sale and Purchase of Electric Capacity and Energy dated December 31, 2007 (“Agreement”);

WHEREAS, Buyer and Seller executed a First Amendment to the Agreement dated \_\_\_\_\_, 2011 and

WHEREAS, Buyer and Seller wish to amend the Agreement as set forth below in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, Buyer and Seller agree as follows:

1. Article 2 of the Agreement is amended to read:

The Term of this Agreement shall begin at 12:01 A.M. on January 1, 2013 and, unless terminated earlier as provided herein, shall end at 11:59 P.M. on December 31, 2014.

2. The last three sentences of Section 3.1 are deleted and replaced by the following:

The sale of Energy to Buyer pursuant to this Agreement includes the associated Capacity, and excludes the Environmental Credits and the Renewable Energy Credits associated with the Facility. Seller shall at all times during the term retain all right and title to the Environmental Credits and to the Renewable Energy Credits.

3. Article 4 is deleted and replaced by the following:

For each megawatt-hour of Energy delivered to Buyer hereunder, including the associated Capacity, Buyer shall pay Seller the sum of Thirty-One Dollars (\$31.00) prorated to reflect delivery of less than a full megawatt-hour of Energy.

4. This Second Amendment may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same amendment.
5. This Second Amendment shall be effective immediately upon execution by both Buyer and Seller. Except as specifically provided herein, the Agreement is not amended or modified and shall continue in full force and effect in accordance with its terms.

WMRE Draft 01  
Nov. 15, 2012

**IN WITNESS WHEREOF**, Buyer and Seller have executed this Agreement as of the date first set out above.

**WM ILLINOIS RENEWABLE ENERGY, L.L.C.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF GENEVA, ILLINOIS**

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Consider approval of a resolution approving the four-year Collective Bargaining Agreement between the City of Geneva and the Geneva Professional Firefighters Association, Local 4287.		
Presenter & Title:	Stephanie K. Dawkins, Asst. City Admin. /Dir. of Admin. Services		
Date:	December 12, 2012		
<b>Please Check Appropriate Box:</b>			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input type="checkbox"/>	City Council Meeting	X	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Estimated Cost:	Budgeted?	X	YES NO
<i>If NO, please explain how the item will be funded:</i>			
<b>Executive Summary:</b>			
<p>Attached is the Geneva Professional Firefighters Association (IAFF) Collective Bargaining Agreement (CBA) as tentatively agreed upon by union representatives and the management team. Union members have ratified the proposed contract.</p> <p>The CBA is a four (4) year agreement with the following wage proposals:</p> <ol style="list-style-type: none"> <li>1. FY 2012-2013 – 2%</li> <li>2. FY 2013-2014 – 2.5%</li> <li>3. FY 2014-2015 – 2.5%</li> <li>4. FY 2015-2016 – wage reopener</li> </ol> <p>The management team conducted a comprehensive study to compare wages and benefits between the Firefighters and Lieutenants and other comparable departments/districts. Negotiations took place over a ten (10) month period, as previously reported to the City Council in closed session most recently on November 13, November 26, and December 3, 2012, and are reflected in the attached agreement.</p> <p>Upon Council’s formal vote of approval, wages will be retroactive to May 1, 2012 and all other terms of the contract will become effective immediately or as spelled out in the agreement.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> <li>• Agreement between the City of Geneva and the Geneva Professional Firefighters Association, Local 4287.</li> </ul>			
<b>Recommendation / Suggested Action:</b> <i>(briefly explain)</i>			
Recommend approval of resolution approving the collective bargaining agreement between the City of Geneva and the Geneva Professional Firefighters Association.			

**RESOLUTION NO. 2012-**

**RESOLUTION APPROVING THE FOUR-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF GENEVA AND THE GENEVA PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 4287.**

---

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** That union representatives and the City management team have negotiated a collective bargaining agreement (CBA) between the City of Geneva and the Geneva Professional Firefighters Association Local 4287 regarding the wages, terms and conditions of employment for the firefighter and fire lieutenant employee groups.

**SECTION 2:** That said CBA shall be effective from the date of execution through April 30, 2016. However, wages paid under the agreement shall be retroactive to May 1, 2012.

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2012.

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this 12<sup>th</sup> day of December, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**AGREEMENT**

Between the

**THE CITY OF GENEVA, ILLINOIS**

AND

**GENEVA PROFESSIONAL FIREFIGHTERS ASSOCIATION  
LOCAL 4287, IAFF**

May 1, 2012 – April 30, 2016

**TABLE OF CONTENTS**

PREAMBLE ..... 6

ARTICLE I RECOGNITION AND REPRESENTATION ..... 6

    Section 1.1 Recognition ..... 6

    Section 1.2 Fair Representation ..... 6

ARTICLE II UNION SECURITY AND RIGHTS ..... 6

    Section 2.1 Dues Deductions ..... 6

    Section 2.2 Fair Share ..... 7

    Section 2.3 Indemnification ..... 7

    Section 2.4 Union Space for Bulletin Boards ..... 7

    Section 2.5 Union Access..... 8

ARTICLE III MANAGEMENT RIGHTS ..... 8

    Section 3.1 Management Rights..... 8

    Section 3.2 Civil Emergency Provision ..... 8

    Section 3.3 Labor-Management Team ..... 9

ARTICLE IV GRIEVANCE PROCEDURE ..... 9

    Section 4.1 Definition of Grievance..... 9

    Section 4.2 Procedure..... 9

    Section 4.3 Arbitration ..... 10

    Section 4.4 Limitations on Authority of Arbitrator..... 11

    Section 4.5 Time Limit for Filing ..... 11

    Section 4.6 Investigation and Discussion..... 11

    Section 4.7 Advanced Step Grievance Filing..... 11

    Section 4.8 Miscellaneous..... 11

ARTICLE V NO STRIKE, NO LOCKOUT ..... 12

    Section 5.1 No Strike ..... 12

    Section 5.2 No Lockout..... 12

    Section 5.3 Union Responsibility..... 12

    Section 5.4 Judicial Restraint..... 12

ARTICLE VI SENIORITY, LAYOFF, RECALL ..... 12

    Section 6.1 Definition of Seniority ..... 12

Section 6.2 Probationary Period.....	12
Section 6.3 Seniority List.....	13
Section 6.4 Layoff and Recall.....	13
Section 6.5 Termination of Seniority.....	13
Section 6.6 Effects of Layoff.....	14
ARTICLE VII PROMOTIONS.....	14
Section 7.1 Promotions.....	14
Section 7.2 Establishment of Captain/Battalion Chief Position.....	15
ARTICLE VIII BOARD OF FIRE AND POLICE COMMISSIONERS.....	15
ARTICLE IX HOURS OF WORK AND OVERTIME.....	15
Section 9.1 Purpose.....	15
Section 9.2 Normal Work Day and Work Week.....	15
Section 9.3 Normal Work Cycle.....	16
Section 9.4 Changes in Normal Work Day, Work Week or Cycle.....	16
Section 9.5 Hourly Rate.....	16
Section 9.6 Overtime Pay.....	17
Section 9.7 Mandatory Overtime.....	17
Section 9.8 Overtime Distribution.....	17
Section 9.9 Call Back Pay.....	17
Section 9.10 Duty Trades.....	18
Section 9.11 No Pyramiding.....	18
Section 9.12 Accrual of Comp Time.....	18
ARTICLE X VACATIONS.....	18
Section 10.1 Vacation Allowance.....	18
Section 10.2 Vacation Pay.....	19
Section 10.3 Holidays during vacation period.....	19
Vacation Scheduling.....	19
Section 10.4 Termination.....	20
ARTICLE XI SICK LEAVE.....	20
Section 11.1 Purpose and Allowance.....	20
Section 11.2 Days Earned in Accumulation.....	20



Section 11.3 Notification.....	20
Section 11.4 Medical Examination .....	21
Section 11.5 Sick Leave Utilization.....	21
Section 11.6 Donated Leave Time .....	21
Section 11.7 Sick Leave Upon Retirement .....	21
ARTICLE XII HOLIDAYS AND PERSONAL DAYS .....	22
Section 12.1 Holidays and Holiday Pay.....	22
Section 12.2 Eligibility Requirements .....	23
Section 12.3 Pay for Work on Designated Holiday .....	23
Section 12.4 Personal Days.....	23
ARTICLE XIV LEAVES OF ABSENCE.....	23
Section 13.1 Unpaid Discretionary Leaves.....	23
Section 13.2 Jury Leave .....	23
Section 13.3 Witness Leave .....	24
Section 13.4 Military Leave.....	24
Section 13.5 Funeral Leave.....	24
Section 13.6 Family Medical Leave Act.....	24
Section 13.7 Non Employment Elsewhere.....	24
Section 13.8 Leaves in General.....	24
ARTICLE XIV WAGES .....	25
Section 14.1 Base Wages .....	25
Section 14.2 Placement Annual Movement Through Compensation Plan.....	25
Section 14.3 Merit Bonus.....	26
Section 14.4 Paramedic Compensation.....	26
Section 14.5 Temporary Job Reclassification.....	26
Section 14.6 Acting Up Pay .....	26
ARTICLE XV INSURANCE.....	26
Section 15.1 Medical and Life Insurance Plan.....	26
Section 15.2 Cost Containment.....	27
Section 15.3 Terms of Policies Govern.....	27
Section 15.4 Right to Maintain Coverage While on Unpaid Leave or on Layoff.....	27

Section 15.5 IRC Section 125 Plan .....	27
ARTICLE XVI UNIFORMS .....	27
Section 16.1 Original Issue of Uniform .....	27
Section 16.2 Uniform Allowance.....	27
ARTICLE XVII SAFETY .....	28
Section 17.1 Introduction .....	28
Section 17.2 Safety Committee.....	28
ARTICLE XVIII MISCELLANEOUS .....	29
Section 18.1 Gender of Words .....	29
Section 18.2 Ratification and Amendment .....	29
Section 18.3 Physical/Psychological Examinations.....	29
Section 18.4 Physical Fitness Requirements.....	29
Section 18.5 Light Duty .....	29
Section 18.6 Drug and Alcohol Prohibitions/Testing .....	30
Section 18.7 Educational Assistance.....	30
Section 18.8 Other Reimbursement of Training and Related Expenses .....	31
Section 18.9 Outside Employment.....	31
Section 18.10 Americans with Disability Act.....	31
Section 18.11 No Smoking.....	32
Section 18.12 Union Solicitation .....	32
Section 18.13 Residency .....	32
Section 18.14 Use of Part-Time and Paid on Call Firefighter .....	32
Section 18.15 Class Attendance During Shift.....	32
ARTICLE XIX SAVINGS CLAUSE.....	32
ARTICLE XX ENTIRE AGREEMENT .....	33
ARTICLE XXI DURATION AND TERM OF AGREEMENT .....	35
Section 21.1 Termination in 2016 .....	35
APPENDIX A WAGES.....	36
APPENDIX B OPTIONAL EQUIPMENT LIST .....	38
APPENDIX C DUES CHECKOFF .....	40
SIDE LETTER OF AGREEMENTS # 1- 3 .....	40

## **A G R E E M E N T**

This Agreement is made and entered into by and between the CITY OF GENEVA (hereinafter referred to as the "City") and the GENEVA PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO. 4287, IAFF (hereinafter referred to as the "Union").

### **PREAMBLE**

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to wages, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; and to provide procedures for the prompt, equitable and peaceful adjustment of grievances as provided herein.

**NOW, THEREFORE**, the parties agree as follows:

### **ARTICLE I**

#### **RECOGNITION AND REPRESENTATION**

**Section 1.1. Recognition.** The City recognizes the Geneva Professional Firefighters Association - L.A.F.F. Local 4287 as the exclusive bargaining agent, for the purpose of establishing wages, hours, benefits and conditions of employment for all full time sworn employees of the City of Geneva's Fire Department in classifications of firefighter and lieutenant. Excluded are all other employees, including but not limited to the classifications of Captain, Deputy Chief and Fire Chief; any employee excluded from the definition of firefighter as defined in Section 1603(g 1) of the Illinois Public Labor Relations Act ("Act"); all civilian employees of the Fire Department; all auxiliary, reserve, volunteer or paid-on-call firefighters; all non-Fire Department employees; all supervisors, managerial, confidential, short-term and professional employees as defined in the Act; and all other persons excluded from coverage under the Act.

**Section 1.2. Fair Representation.** The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify, defend and hold harmless the City and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

### **ARTICLE II**

#### **UNION SECURITY AND RIGHTS**

**Section 2.1. Dues Deductions.** Upon receipt of a voluntarily signed authorization form (Appendix C) from an employee in the Union, the City agrees for the duration of this Agreement to deduct from said employee's pay uniform monthly dues and assessments. Deductions will begin with the month following the month in which the authorization is received by the City. The Union will notify the City in writing of the amount to be deducted. Deductions shall be

made from the last City paycheck of each month and shall be remitted to the Union within fifteen (15) days following the end of the month in which they were deducted.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the City's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year by giving the City at least thirty (30) days' written notice of any change in the amount of the uniform dues to be deducted.

A Union member desiring to revoke the dues checkoff may do so at any time upon written notice to the City. Dues shall be withheld and remitted to the Union unless or until such time as the City receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Deductions shall cease at such times as a strike or work stoppage occurs in violation of Article V of the Agreement (No Strike-No Lockout).

If an employee has no earnings or insufficient earnings to cover the amount of dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

**Section 2.2. Fair Share.** Pursuant to Section 3(g) of the Illinois Public Labor Relations Act and amendments thereto, employees covered by this Agreement who are not members of the Union or do not make application for membership shall, within thirty (30) days of the conclusion of said employees' hire, be required to pay, in lieu of dues and not to exceed the amount of Union dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuit of matters affecting wages, hours and conditions of employment as certified by the Union.

Nonmembers who object to their fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fee to a nonreligious charitable organization mutually agreed upon by the employee and the Union. If the affected nonmember and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected nonmember from an approved list of charitable organizations established by the Illinois Labor Relations Board and the payment shall be made to said organization.

**Section 2.3. Indemnification.** The Union shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken by the City for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under this Agreement. If an improper deduction is made or transmitted to the Union, the Union shall refund any such amount directly to the involved employee with notification to the City.

**Section 2.4. Union Space For Bulletin Boards.** The City will make available to the Union space for a bulletin board at each station for the posting of official Union notices. The Union is to provide the boards subject to the Chiefs approval. The items posted shall not be political, partisan, religious, derogatory or defamatory in nature. All items that the Union wishes to post must be approved by the Fire Chief or his representative, which such approval shall not be unreasonably denied. No other Union notices or materials shall be posted on any other City property or equipment.

**Section 2.5. Union Access.** Up to three Union representatives, as designated by the Union, may have reasonable access to City property during working hours where necessary for the administration of this Agreement. In order to receive access, the Union representative must provide at least 24 hours advance notice to the Fire Chief or his designee and make arrangements not to disrupt the work of employees or non-bargaining unit employees on duty. The representative may visit with employees during their down time if such visit does not disturb the work of any employees or non-bargaining unit employees who may otherwise be working. Absent approval of the Fire Chief on a case by case basis, nothing herein shall permit the Union to use City facilities before or after regular business hours or to hold Union meetings on City property. The City agrees to permit the Union, if requested and subject to availability, to schedule the training room for purposes of holding annual elections of officers and contract ratification votes.

### **ARTICLE III**

#### **MANAGEMENT RIGHTS**

**Section 3.1. Management Rights.** Except as specifically modified by other articles of this Agreement, the Union recognizes the exclusive right of the City to make and implement decisions with respect to the operation and management of the City in all respects. Such rights include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to establish and modify standards and/or criteria for employee training and education; to contract out for goods and services; to assign overtime; to transfer, layoff and recall employees; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether services are to be provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement; to make, alter and enforce rules, regulations, orders and policies (provided they are not arbitrary or capricious); to evaluate employees; to discipline, suspend, demote and/or discharge employees subject only to the procedures of the Board of Fire and Police Commissioners, including the cause requirements for discipline under the BFPCA; to change or eliminate existing methods, equipment or facilities; to change, combine or modify job duties and to otherwise carry out the mission of the City, provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

**Section 3.2. Civil Emergency Provision.** If in the sole discretion of the Mayor or his designee, it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorders, tornado conditions, floods, snow storms, or other similar catastrophes, provisions of this Agreement may be suspended by the Mayor or his designee during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Fire Chief or his designee shall advise the President of the Union or the next highest officer of the Union of the nature of the emergency. The Fire Chief or his designee shall follow-up said notice in writing as soon thereafter as practicable and shall forward said written notice to the President of the Union.

**Section 3.3. Labor-Management Team.** It is agreed that representatives from the bargaining unit and City shall meet at least twice each year to discuss matters of common interest and resolve matters that may come up from time to time. These meetings will not constitute discussions to re-open the contract.

## ARTICLE IV

### GRIEVANCE PROCEDURE

**Section 4.1. Definition of Grievance.** A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union as set forth herein involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue which is subject to the jurisdiction of the City's Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement. This grievance procedure shall supersede any other City grievance procedure.

**Section 4.2. Procedure.** The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee or Union who has a grievance shall submit the grievance in writing to the employee's immediate non-bargaining unit supervisor (normally the Deputy Chief of Operations) specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The supervisor or his designee shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance with the grievant and a Union representative within seven (7) calendar days of receiving the grievance. The supervisor or his designee shall provide a written answer to the grievant and the Union President within seven (7) calendar days following that meeting.

STEP 2: If the grievance is not resolved at Step 1 and the employee or Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee in writing to the Fire Chief (and/or his designee) within seven (7) calendar days after receipt of the City's answer in Step I. The Fire Chief and/or his designee shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within seven (7) calendar days with the grievant and a Union representative. The Fire Chief and/or his designee and the employee's non-bargaining unit supervisor may attend the grievance meeting. During such meeting, the grievant shall provide all relevant facts concerning the alleged contract violation and the parties shall discuss possible resolution of the grievance. If no settlement of the grievance is reached, the Fire Chief and/or his designee shall provide a written answer to the grievant and the Union President within seven (7) calendar days following the date of the meeting.

STEP 3: If the grievance is not settled at Step 2 and the employee or Union wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the employee in writing to the City Administrator and/or his designee within seven (7) calendar days after receipt of the City's answer in Step 2. The City Administrator and/or his designee shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within seven (7) calendar days with the grievant and a Union representative. The City Administrator and/or his designee may invite the Fire Chief to be present at the meeting. If no settlement of the grievance is reached, the City Administrator and/or his designee shall provide a written answer to the grievant and the Union President within seven (7) calendar days following the date of the meeting. The City Administrator's and/or his designee's answer shall be final and binding unless the Union appeals to arbitration as provided in Section 4.3 of this Article.

**Section 4.3. Arbitration.** If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, by notifying the City Administrator in writing within seven (7) calendar days of receipt of the City's written answer as provided to the Union at Step 3:

(a) The parties shall attempt to agree upon an arbitrator within fourteen (14) calendar days after the City's receipt of the Union's notice of referral. In the event the parties are unable to agree upon the arbitrator within said fourteen (14) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be members in good standing with the National Academy of Arbitrators, and all of whom shall maintain business offices in the states of Illinois, Wisconsin, or Indiana. Upon receipt of the panel, both parties shall each strike three names from the list, by alternating with a coin toss determining who will make the first strike. Either party, before striking any names, shall have the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted.

(b) The arbitrator shall be notified of his/her selection and shall be asked to set a time and place for the hearing, subject to the availability of Union and City representatives. Unless otherwise mutually agreed between the Union and the City, the hearing shall commence in the City of Geneva within thirty (30) calendar days of the date the arbitrator accepts his/her appointment.

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

(d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of post-hearing briefs by the parties, whichever is later, unless the parties agree to a written extension thereof.

(e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section 4.4. Limitations on Authority of Arbitrator.** The arbitrator shall have no power, in his decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provision of this Agreement. The arbitrator shall consider and decide only the question of fact as

to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. He shall consider and decide only the specific issue submitted to him as raised and presented in writing at Step One and shall have no authority to make his decision on any issue not so submitted. His decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. However, the arbitrator shall have no authority to make any decision or award, which is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Nor shall the arbitrator have any authority to limit or interfere with the powers, duties and responsibilities of the City or its Fire and Police Commission under applicable statutory and case law. Any decision or award of the arbitrator rendered consistent with this Article shall be final and binding on the parties.

**Section 4.5. Time Limit for Filing.** No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 4.2. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City and shall not be subject to further appeal. If the City fails to provide an answer within the time limits so provided, the Union may elect to treat the grievance as denied at that step and immediately appeal to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

**Section 4.6. Investigation and Discussion.** All grievance discussions and investigations shall take place in a manner which does not interfere with City operations. No time spent on grievances or other Union related matters by employees shall be considered time worked for compensation purposes unless: (i) the time spent occurs during downtime; or (ii) the Fire Chief provides written authorization to the contrary. Emergency response takes precedence over any and all grievances.

**Section 4.7. Advanced Step Grievance Filing.** Certain issues, which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement be filed at or skipped to the appropriate advance step where the action giving rise to the grievance was initiated.

**Section 4.8. Miscellaneous.** No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

## ARTICLE V

### NO STRIKE, NO LOCKOUT

**Section 5.1. No Strike.** Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy



strike, secondary boycott, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignation, mass absenteeism, picketing (with respect to wages, hours or terms and conditions of employment or any other labor dispute with the City) or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City, subject to any existing appeal or hearing rights to the City's Board of Fire and Police Commissioners.

**Section 5.2. No Lockout.** The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union. A "lockout" shall refer to a refusal by the City to allow employees to work in order to obtain a concession with regard to rates of pay, hours of work and other conditions of employment. This term does not apply to a reduction in force, curtailment of operations or disciplinary action involving termination or suspension.

**Section 5.3. Union Responsibility.** Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. The Union agrees to notify local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

**Section 5.4. Judicial Restraint.** Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

## ARTICLE VI

### SENIORITY, LAYOFF, AND RECALL

**Section 6.1. Definition of Seniority.** Seniority shall be based on the employee's length of continuous full time employment as a sworn firefighter in the employ of the Fire Department. "Seniority in rank" is defined as the employees length of continuous service in that rank. Unless otherwise required by law, seniority shall not accrue during any period of time when the employee is in a non-paid status for more than (30) calendar days, such as an unpaid leave of absence. Conflicts in seniority between two employees having the same seniority shall be determined on the basis of the order of their order of rank on the eligibility list from which they were hired, with the employee higher on the list being considered the more senior.

**Section 6.2. Probationary Period.** All new employees and those hired after their termination of seniority shall be considered probationary employees until they complete the applicable probationary period: (i) twelve (12) months for employees hired as firefighters and employees hired as firefighter-paramedics (EMT-Ps) who are EMT-P certified as of their date of hire; (ii) eighteen (18) months for firefighters required to be paramedics (EMT-Ps) who lack EMT-P certification as of their date of hire. The eighteen month probationary period for firefighter-paramedics may be extended up to an additional six (6) months by the Board of Fire and Police Commissioners in order for the person to obtain their paramedic certification and/or to be fully evaluated as a paramedic. A firefighter-paramedic's probationary period shall not in

any event exceed twenty-four (24) months. During an employee's probationary period the employee may be terminated at the sole discretion of the City.

**Section 6.3. Seniority List.** The City shall maintain and post on or before each January 1st a current seniority list, and will update it mid-year if changes occur. This list shall be used whenever called for by specific articles and sections of this Agreement. The City shall maintain and post on January 1st a current lieutenant seniority in rank list, and will update it mid-year if changes occur. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the City's posting of the list.

**Section 6.4. Layoff and Recall.** The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with the provisions of Illinois Statutes, 65 ILCS 5/10-7 2.1. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are fully qualified to do the work to which they are recalled.

Employees who are eligible for recall shall be given seven (7) days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Fire Chief or his designee in writing of his intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list. The City will require an employee to pass a departmental physical and/or medical examination before returning to work.

**Section 6.5. Termination of Seniority.** Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) resigns;
- (b) is discharged;
- (c) retires or is retired;
- (d) is absent for two (2) consecutive work days without notice, except for good cause shown due to circumstances beyond the control of the employee;
- (e) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the City;
- (f) falsified his employment application;
- (g) fails to return to work at the conclusion of an authorized leave of absence or vacation, except for good cause shown due to circumstances beyond the control of the employee;
- (h) if, after being laid off, fails to report as required after having been recalled; or

(i) does not perform work for the City (except for military service in accordance with state and federal law, work-related injuries, or off duty injuries when the employee has not exhausted his paid time off) for a period in excess of one (1) year.

**Section 6.6. Effects of Layoff.** Any employee who is laid off as a result of the City's decision to implement a layoff shall, in addition to the recall rights set forth above:

- a) Be paid for any earned but unused vacation days.
- b) Be permitted to remain in the City's group insurance program at the employee's cost for a period of time not to exceed legal requirements from the effective date of layoff by paying in advance each month the full applicable monthly premium.

**ARTICLE VII**  
**PROMOTIONS**

**Section 7.1. Promotions.** Promotions to the rank of lieutenant and captain shall be conducted in accordance with the provisions of applicable state law (the Board of Fire and Police Commissioners Act, 65 ILCS 5/10-2.1, and the Fire Department Promotion Act (FDPA), 50 ILCS 742) and the rules and regulations of the Board of Fire and Police Commissioners, as they may be amended, subject only to the limitations set forth below.

The placement of candidates on lieutenant and captain promotional lists shall be based on the points achieved by each candidate on promotion examinations consisting of the following five (5) components, weighted as specified:

- |                         |     |
|-------------------------|-----|
| a) Oral Interviews      | 20% |
| b) Merit and Efficiency | 5%  |
| c) Seniority            | 5%  |
| d) Assessment Center    | 35% |
| e) Written Examination  | 35% |

Each component of the promotional test shall be scored on a scale of 100 points. The components shall be tested and scored in the order set forth above. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points. Employees shall be eligible for additional points, such as veteran's preference points, to the extent provided for by law.

The parties expressly agree that, notwithstanding the provisions in the Fire Department Promotion Act, any candidate who fails to achieve a passing score on the written exam (70%) shall be disqualified from promotion eligibility even though his total composite score may be passing. In addition, the parties expressly agree to forego one of the two monitors provided for in Section 25 of the FDPA. All other provisions of the FDPA shall apply.

**Section 7.2. Establishment of Captain/Battalion Chief Position.** The Union and the City agree that the City may promote three (3) Lieutenants to the rank of Captain. The rank of Captain shall be superior to the rank of Lieutenant and while serving, Captains shall receive an annual salary as determined by City Policy. The entire amount of this salary shall be subject to pension deduction.

Although, the rank of Captain shall not be in the bargaining unit identified in Article I of this Agreement and, therefore, shall not be covered by the terms and conditions of this Agreement, Captains shall retain all the rights provided to full-time sworn firefighters contained in 65 ILCS 5/10-2.1-17 and 65 ILCS5/0-2.1-1S.

In the event the position of Captain/Battalion Chief remains a part of the collective bargaining unit, the City agrees that negotiations be reopened to determine wages and benefits of the Captain/Battalion Chief position. The Captain/Battalion Chief position shall remain in the collective bargaining unit until such time as Lieutenants are promoted.

### **ARTICLE VIII**

#### **BOARD OF FIRE AND POLICE COMMISSIONERS**

The parties recognize that the City's Board of Fire and Police Commissioners has certain statutory authority over employees covered by this Agreement, including but not limited to certain authority over discipline and discharge of employees, promotions (except as expressly limited herein), and the right to make, alter and enforce their own rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners of the City of Geneva.

### **ARTICLE IX**

#### **HOURS OF WORK AND OVERTIME**

**Section 9.1. Purpose.** This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day, per week or work cycle, or of days of work per week, per month or per work cycle.

**Section 9.2. Normal Work Day and Work Week.** The normal work day and work week for employees assigned to 24 hour shifts is 24 hours of work (one shift), followed by 48 consecutive hours off duty (two shifts).

Employees assigned to 24-hour shifts shall receive one work reduction day scheduled off every eighteenth (18) duty day, thereby reducing the normal work week to an average of 52.88 hours. For FLSA purposes under this twenty-seven (27) day work period, employees shall receive twelve (12) hours off each work cycle to be scheduled back to back to equal one twenty-four hour shift.

Beginning January 1, 2014, employees assigned to 24-hour shifts shall receive one work reduction day scheduled off every seventeenth (17) duty day, thereby reducing the normal work week to an average of 52.7 hours. Beginning December 27, 2014, employees assigned to 24-hour shifts shall receive one work reduction day scheduled off every sixteenth (16) duty day, thereby reducing the normal work week to an average of 52.5 hours.

The sequence of employees' work reduction days on each shift shall be scheduled so that no more than one employee is scheduled off on a work reduction day on any given 24-hour duty shift. Work reduction days shall be taken on the assigned date and may not be exchanged, except among employees on the same shift. Such exchange shall be governed by the provisions of Section 9.10 and shall be considered a duty trade for FLSA purposes and will not result in the payment of overtime to either of the employees involved in the exchange of work reduction days.

The normal work day and work week for employees assigned to eight hour shifts shall be 40 hours, based on five eight hour shifts, with a 30 minute unpaid lunch period provided each day, subject to emergency duties. The normal work day and work week for employees assigned to ten hour shifts shall be forty hours, based on four ten hour shifts, with a 30-minute unpaid lunch period provided each day, subject to emergency duties.

Firefighters may be subject to special work day/week schedules due to training or scheduling requirements.

**Section 9.3. Normal Work Cycle.** The normal work cycle for employees assigned to twenty-four (24) hour shifts shall be twenty-seven (27) days. The normal work cycle for employees assigned to eight (8) hour or ten (10) hour shifts shall be fourteen (14) consecutive days.

**Section 9.4. Changes in Normal Work Day, Work Week or Cycle.** Should it be necessary in the City's judgment to establish temporary schedules departing from the normal work day, work week or work cycle, or to change the shift schedule of an employee or employees, the City will give, if practicable, at least seven calendar days' advance notice of such change unless mutually agreed otherwise, to all employees whose normal work day, work week and/or normal work cycle is temporarily changed or whose work schedule is changed. Reasonable steps will be taken to fill vacancies caused by a temporary change first through the consideration of qualified full time bargaining unit volunteers; reasonable steps will also be taken to accommodate previously selected vacation periods and to avoid personal hardship. The City will provide at least thirty (30) days' notice of permanent shift changes.

Should the City decide to establish a permanent change in the normal work day, work week or normal work cycle of an employee or employees (this excludes shift changes, training or fire prevention bureau assignments), the City will give 30 days' prior notification to the Union and, upon request and pursuant to Article XX (Entire Agreement), bargain over the impact (if any) if such change upon employees including any loss of money caused because of a pre paid travel ticket where an employee's vacation may need to be changed. Absent emergency, if groups of employees are to be changed from one shift to another, such change will occur just prior to the period of vacation selection.

**Section 9.5. Hourly Rate.** The straight-time hourly rate of pay for employees shall be calculated by dividing the employee's annual salary by the annual hours of work. For example, the straight-time hourly rate for an employee assigned to 24 hour shifts shall be computed by dividing the employee's annual salary by 2758. Beginning January 1, 2014 the straight-time hourly rate for an employee assigned to 24 hour shifts shall be computed by dividing the employee's annual salary by 2750. Beginning December 27, 2014 the straight-time hourly rate for an employee assigned to 24 hour shifts shall be computed by dividing the employee's annual salary by 2739. The straight-time hourly rate for an employee assigned to 8-hour or 10-hour shifts shall be computed by dividing the employee's annual salary by 2080.

**Section 9.6. Overtime Pay.** An employee assigned to 24-hour shifts shall be paid one and one half (1 1/2) times his regular straight time hourly rate of pay for all hours worked outside of the employee's normal work schedule which would be in excess of 204 hours in the employee's normal 27-day work cycle (or such other hours ceiling that may be applicable under the Fair Labor Standards Act (FLSA) should the City designate a different work period in accordance with the FLSA). An employee assigned to eight hour or ten-hour shifts shall be paid

one and one half (1 1/2) times his regular straight time hourly rate of pay for all hours worked in excess of eighty (80) hours in the employee's regular fourteen (14) day work cycle. Where the overtime was caused by the employee being called out on a holiday, he shall be paid double time for such call out time. All overtime pay shall be received in fifteen (15) minute segments in accordance with FLSA. For purposes of this Article, time worked shall include only that time spent on duty as provided by the Fair Labor Standards Act (FLSA), and paid time off only. Hours worked for overtime purposes shall not include any uncompensated periods or any other unpaid leave of absence.

Before any employee may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved in advance by the Chief or his designee.

**Section 9.7. Mandatory Overtime.** Both the Union and the City realize the necessity of proper staffing of stations. The City may require employees to work overtime assignments, and employees shall not refuse such assignments when made.

**Section 9.8. Overtime Distribution.** In the event that it will be necessary to schedule overtime for the Fire Department, and where it is practicable to do so, such overtime work shall be offered to employees starting with the employee with the most seniority within the required skills and rank needed to perform the assignment, and with the least hours worked. New employees will start with the amount of hours equal to the employee with the most hours plus one (1) hour. All shift overtime hours worked shall be used for the calculation. If no employee accepts the overtime in accordance with the foregoing, employees on a rotation list based on seniority, with the least senior first, can be ordered by the Fire Chief and/or his designee to work the overtime.

Employees on duty who are not available to be contacted due to them being involved in an emergency call, shall not be skipped over if they are next in line to be asked to work overtime. Nothing herein shall limit the right of the Department to assign overtime directly to employees working on specific projects falling within their areas of responsibility, holding over employees for work in progress, calling in employees prior to the beginning of their shift and having assigned stand-bys. It is understood that employees cannot leave their work assignment until properly relieved by their replacement, or if the employee's immediate supervisor relieves him of his assignment. Day shift employees assigned overtime to work part or all of a 24-hour shift shall be paid at the appropriate hourly rate for a 24-hour shift employee.

If an employee demonstrates he has not been offered overtime in accordance with this section, the sole remedy shall be to provide that employee first preference for overtime in the future until the imbalance is corrected.

**Section 9.9. Call Back Pay.** An employee who is called back to duty and reports back to the fire station after having left work shall receive a minimum of two (2) hour's pay at time and one-half, unless the individual is called back to rectify his own error. This section shall not be applicable to time worked immediately before or after the employee's scheduled working hours, nor shall it be applicable to scheduled overtime.

**Section 9.10. Duty Trades.** Duty trades shall be permitted only where a voluntary request for such change or trade is submitted on the proper form and approved by the Fire Chief or his designee. To be considered, requests generally should be submitted to the Deputy Chief of Operations at least seventy-two (72) hours before the trade, however, where extenuating

circumstances exist exceptions to this notice requirement may be made by the Deputy Chief of Operations. Such trades shall not interfere with the operations of the Department as determined by City management. Duty trades shall only involve employees of equal rank and qualification (officer for officer, paramedic for paramedic and firefighter for firefighter) unless the Deputy Chief of Operations determines it will not result in overtime or interfere with operations, and shall not involve probationary employees unless they have been deemed sufficiently qualified by the Deputy Chief of Operations to substitute for another employee. Duty trade hours worked shall not be counted toward hours worked for overtime purposes under Section 9.6 of this Agreement.

**Section 9.11. No Pyramiding.** Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. An employee called in on a paid day off for incident response, however, will be paid both for his time worked and for his paid day off.

**Section 9.12 Accrual of Comp Time.** Employees are required to utilize their accrued compensatory time by the end of the fiscal year that follows the fiscal year in which he/she earns the compensatory time. In order to accommodate operations and budgetary concerns, the Fire Chief is authorized to make exceptions to the compensatory time policy as deemed necessary.

**ARTICLE X**  
**VACATIONS**

**Section 10.1. Vacation Allowance.** An employee may become eligible for paid vacation allowance after the completion of his or her first year of continuous full time employment by the City. Vacation allowance is earned as of an eligible employee's annual anniversary date of employment. Employees shall not be eligible to earn vacation time for any period in which they are on layoff, on any leave without pay in excess of thirty calendar days, or any period in which they are engaged in any conduct in violation of Article V, No Strike No lockout. Vacation allowance shall be based upon the following schedule:

<b>Years of Full-Time Service</b>	<b>Vacation Days (40 Hour Employees)</b>	<b>Vacation Shifts (Full-Time Firefighters)</b>
After 1 year of employment	10 working days	5 shifts
After 5 years of employment	14 working days	7 shifts
After 10 years of employment	17 working days	9 shifts
After 15 years of employment	21 working days	11 shifts
After 20 years of employment	26 working days	12 shifts
After 25 years of employment	26 working days	12 shifts

Vacation leave earned during the employee's service year shall be taken during the following service year. For example, 5 shifts of vacation time earned in the first year of continuous service shall be taken during the second year of service. Similarly, 7 shifts of vacation time earned in the eighth year of service shall be taken in the fifth year of service and so forth.

**Section 10.2. Vacation Pay.** Vacation pay shall be paid at the rate of the employee's regular straight time hourly rate of pay in effect for the employee's regular job classification at the time vacation is being taken.

**Section 10.3. Holidays during vacation period.** In the event a forty (40) hour per week employee is on vacation during a week in which a holiday occurs, the holiday will be considered a holiday and shall not be counted as part of the employee's vacation.

**Vacation Scheduling.** Vacations shall be scheduled and taken as approved by the Fire Chief. Vacation schedules for shift employees and one for non-shift employees for the upcoming calendar year will be circulated by the Department beginning on or about October 15 and ending December 15 of each calendar year. During this time period, each employee, starting with the employee with the greatest seniority based on starting date of employment for firefighters and promotion date in the case of officers, and then moving downward by seniority, shall be given the opportunity to select a maximum of fourteen consecutive calendar days off on the applicable vacation schedule. After all personnel have had an opportunity to select vacation time, the schedules will be circulated again and again in the order of seniority until all employees have had the opportunity to select their time. Following the Fire Chiefs review of vacation requests, the schedules shall be posted indicating the approved vacations of all employees for the entire calendar year.

After this initial seniority sign up of vacation picks, requests to schedule or reschedule vacation will be considered exclusively on a first come first serve basis, subject to approval of the Fire Chief or his designee as needed and allowed. Requests to schedule or reschedule vacation shall be made at least one (1) week in advance in writing to the Deputy Chief of Operations to be considered. In other words, if the requested day off falls on a weekend, the request should be filed the day before the one week deadline. Vacation time may not be taken in increments smaller than one full shift.

Except as otherwise provided herein, earned vacation allowance which is not used within twelve (12) months shall be forfeited without compensation to the employee.

It is expressly agreed that the final right to designate, approve and cancel vacation periods, the minimum number of vacation hours which may be taken at one time, and the maximum number of employee(s) or officers who may be on vacation or other paid time off at any time is exclusively reserved by the Fire Chief in order to ensure the orderly performance of the services provided by the City.

**Section 10.4. Termination.** A non-probationary employee who leaves voluntarily after having given the City at least two weeks advance written notice of his resignation, as well as any employee who is laid off by the City shall receive compensation for all earned but unused vacation time at the employee's regular straight time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the date of separation or layoff. Once an employee provides notice of resignation, the employee may not take vacation time. A probationary employee who is separated from employment for any reason prior to the



completion of one year of service is not entitled to any compensation for unused vacation time as they have yet to earn vacation.

## ARTICLE XI

### SICK LEAVE

**Section 11.1. Purpose and Allowance.** Sick leave with pay is provided as a benefit in recognition that employees and their immediate families do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick.

Any full-time employee contracting or incurring any non service/work connected sickness or disability may utilize any accrued sick leave with pay as set forth in this Article. In addition, sick leave may be utilized for an immediate family member's (defined as spouse, child, (natural, adopted, foster, or stepchild), sister, brother, parent (including natural, step-mother, step-father, or legal guardian), mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, grandparent, or grandchild) injury or illness, and an employee may utilize sick leave for the purpose of attending his medical/dental appointment provided the employee received advance approval from the Fire Chief and was unable to schedule the appointment during nonworking hours. Use of accrued sick leave for the care of immediate family member shall not extend beyond one 24-hour shift day (2 eight (8)/ten (10) hour days for 40 hour employees) per illness/injury. The Fire Chief, or his designee, has discretion to approve a second 24-hour shift day request. Up to two (2) sick days (two (2) 24-hour shift days, or 2 eight (8)/ten (10) hour days for 40 hour employees) may be used for an employee whose spouse has given birth, unless certification from a physician states that additional time is necessary for the care of the employee's spouse.

**Section 11.2. Days Earned in Accumulation.** Full-time 24 hour shift employees with at least 30 days of service shall be allowed twelve (12) hours of sick leave for each month of service (which equals a total accumulation of six (24) hour work shifts per year). Full-time employees on forty-hour shifts with at least 30 days of service shall be allowed eight (8) hours of sick leave for each month of service (which equals a total accumulation of 96 hours per year). Employees shall not be eligible to earn sick leave for any period in which they are on layoff, on any paid or unpaid leave (except paid vacation) in excess of thirty calendar days, or any period in which they are engaged in any conduct in violation of Article V, No Strike No Lockout. Sick leave cannot be taken before it is actually earned.

**Section 11.3. Notification.** Notification of absence due to sickness shall be given to an individual designated by the Fire Chief as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Fire Chief or his designee in writing), but no later than two (2) hours before the start of the employee's work shift, except for good cause shown due to circumstances beyond the control of the employee. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

**Section 11.4. Medical Examination.** As a condition of eligibility for paid sick leave under this Section, the City may require, at its discretion, any employee to submit a physician's certification of illness. Such certification shall list the date of treatment, whether the employee

had been unable to work, and whether the employee is currently able to work. Such certification will normally be required for sick leave of two (2) consecutive work shifts or more. In addition, an employee that utilizes sick leave that precedes, or proceeds, or occurs during that of a trade day, Kelly day, holiday, vacation day(s), and/or personal day may be required to provide a doctor's certification of illness, at the employee's expense, before returning to work. The City may also require a physician's verification that the employee is well enough to return to work. Falsification of any verification of illness shall be grounds for discipline, up to and including discharge. Any employee who fraudulently obtains sick leave will, in addition to any discipline imposed upon him, reimburse the City for the sick leave and the City may automatically deduct such amounts from his pay check. The City, at its option, may require an employee to submit to an examination by a physician or other medical professional chosen by the City; if the City requires an employee to submit to an examination by a physician designated by the City, the City will pay the medical expenses to the extent they are not covered by insurance.

In the event an employee is certified fit to return to duty by his physician yet, through no fault of the employee's own, has his return to duty delayed due to the City requiring him to be cleared by a City-selected physician, and that physician also clears him for duty, then the employee will be considered on paid administrative leave for the work time missed due to the delay.

**Section 11.5. Sick Leave Utilization.** Sick leave shall be used in no less an increment than one quarter (*1/4*) shift. Sick leave may be utilized only for the purposes specified in Section 1 of this Article. Earned but unused sick leave shall not be compensated upon separation of employment except as set forth in Section 11.7.

To the extent permitted by law, employees on sick leave are required to remain at home unless hospitalized, visiting their doctor, or acting pursuant to reasonable instructions for care.

**Section 11.6. Donated Leave Time.** Employees shall be permitted to participate in the City's donated leave time policy under the same terms and conditions that it is offered to the City's unrepresented full-time employees, as that policy may change from time to time.

**Section 11.7. Sick Leave Upon Retirement.** Sick pay benefits are available upon retirement if an employee has maintained continuous full-time employment with the City for a period of twenty (20) years or more and has accumulated sick days. The City will pay retiring employees for earned sick leave up to a maximum of four hundred eighty (480) hours (60 eight-hour days or 20 twenty-four hour days). Payment for up to four hundred eighty (480) earned sick leave hours may be made in one (1) lump sum or in payments every two (2) weeks for a period of twelve (12) weeks, concurrent with payroll. If the retiring employee chooses to receive up to four hundred eighty (480) earned sick leave hours in payments, rather than a lump sum, no further benefits will accrue, i.e., vacation, holidays, personal or sick days. The employee's termination date shall be the last day worked and not the last day paid. The employee's health insurance shall remain in effect for up to thirty (30) days after the termination date, at which time the employee may begin paying the full premium(s) if continued coverage is desired. Employees who are terminated or who retire to avoid the filing or pursuit of charges seeking their termination shall not be eligible for this sick leave benefit.

**ARTICLE XII**  
**HOLIDAYS AND PERSONAL DAYS**

**Section 12.1. Holidays and Holiday Pay.** The following shall be counted as holidays for eligible employees:

<b>Official Holidays</b>	<b>Day Observed*</b>
New Year's Day	January 1
Presidents Day	Same as National Holiday
Spring Holiday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

Effective January 1, 2014 the following shall be counted as holidays for eligible employees:

<b>Official Holidays</b>	<b>Day Observed*</b>
New Year's Day	January 1
Spring Holiday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

Effective January 1, 2015 the following shall be counted as holidays for eligible employees:

<b>Official Holidays</b>	<b>Day Observed*</b>
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

\*Forty (40) hour week employees shall observe the above holidays on the same days as unrepresented City employees

**Section 12.2. Eligibility Requirements.** In order to be eligible for holiday pay for a holiday designated in Section 1 of this Article, an employee must work in the week in which the

holiday falls and must work his or her full scheduled working day immediately preceding and immediately following the holiday, as well as during the holiday if scheduled, unless the employee is on pre-approved paid vacation or shift trade. If the employee calls in sick, the employee shall not be eligible for holiday pay unless proof of sickness is determined to the satisfaction of the Fire Chief.

An eligible employee shall receive eight (8) hours pay at his regular straight time hourly rate for the designated holiday. No employee shall be eligible to earn or receive holiday pay benefits pursuant to Section 2 or 3 of this Article until after he or she has completed thirty (30) days of continuous full-time employment with the City.

**Section 12.3. Pay for Work on Designated Holiday.** In addition to the benefit described in Section 2 of this Article, if an employee is required to work on a shift that begins on the holiday, the employee shall be paid an additional four hours of pay for working the entire 24-hour shift (or a pro-rata portion of four hours for working less than the entire 24-hour shift).

**Section 12.4. Personal Days.** With prior approval of the Chief or his designee, employees employed for at least ninety (90) calendar days may request to use up to two (2) 24-hour shift (or for 8/10-hour employees, forty-eight (48) hours) per anniversary year of employment for personal business. Personal leave must be used by the end of the employee's anniversary date of employment or it will be lost; it cannot be carried over from anniversary year to year and is not payable upon separation from employment. Whenever possible, requests for personal leave should be made to the Deputy Chief of Operations no later than seventy-two (72) hours in advance of the desired time off. As a general rule, such time must be taken off in full shift increments, although half shift increments may be approved by the Fire Chief or his designee. The Fire Chief or his designee has discretion to approve or deny personal leave requests.

Effective January 1, 2013 employees may request to use up to one (1) additional 24-hour shift for personal business. This additional time off must be used by December 31, 2013 or it will be lost. This additional day is not payable upon separation from employment. All other conditions regarding the use of personal days shall remain in effect for this additional day.

## ARTICLE XIII

### LEAVES OF ABSENCE

**Section 13.1. Unpaid Discretionary Leaves.** The City in its discretion may grant an unpaid leave of absence under this Article to any bargaining unit employee where the City determines there is good and sufficient reason. The City shall set the duration, terms and conditions of such leaves.

Any request for unpaid discretionary leave shall be submitted in writing by the employee to the City or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Fire Chief or his designee and it shall be in writing.

**Section 13.2. Jury Leave.** Should any full-time employee covered by this Agreement be required to serve on a jury, that employee shall be excused from work without loss of regular straight time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. The

employee shall submit a certificate evidencing that he/she appeared and served as a juror and shall remit any juror fee in order to receive pay for such jury service. The employee may retain any money received to cover travel, meal, and/or lodging expenses.

**Section 13.3. Witness Leave.** An employee shall be granted a leave of absence without loss of regular straight time pay or portions thereof (provided he returns any witness related compensation to the City) when called as a witness on any proceeding related to his official duties as an employee of the City, unless: (a) the employee is a claimant or plaintiff in the proceeding against the City; or (b) the employee is called as a witness by the plaintiff, grievant or charging party/authority in an employment or labor dispute involving the City. The employee must provide evidence satisfactory to the City of the need for such leave.

**Section 13.4. Military Leave.** Military Leave and benefits shall be granted in accordance with applicable state and federal laws. Employees must apply for and verify the need for such leave as soon as they are aware of the need for such leave.

**Section 13.5. Funeral Leave.** In the event of the death of an immediate family member, a full-time employee may be permitted upon approval of the Fire Chief to be absent from his job for up to twenty-four consecutive work hours without loss of pay. For purposes of this Section, immediate family shall include only the following persons: parents (natural, steps or legal guardian), spouse, children (natural, adopted, foster or step), siblings, grandparent, grandchild, parents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

An employee shall provide satisfactory evidence of the death, his need for the requested time off, and of the employee's attendance at the funeral or need to handle related matters if so requested by the City. Leave beyond that permitted above may, upon approval of the City or his designee, be taken by an employee if deducted from the employee's available vacation leave benefits.

**Section 13.6. Family Medical Leave Act.** The parties agree that the City shall adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act.

**Section 13.7. Non Employment Elsewhere.** A leave of absence under this Article and Article XI (Sick Leave) will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment (except if that employment is for military duty). Any employee who engages in employment elsewhere (including self employment) while on any leave of absence under this Article or Article XI (Sick Leave) shall be subject to discharge by the City.

**Section 13.8. Leaves in General.** An employee on a paid leave of absence as provided for by this Agreement, or any unpaid leave of up to 30 calendar days shall retain and continue to accumulate all City benefits including: insurance coverage, sick leave, vacation time, and any applicable pay increases. Unless otherwise required by law, an employee on any unpaid leave of absence of more than thirty (30) calendar days or more shall not earn or accrue any City benefits, including but not limited to vacation leave, sick leave, paid insurance benefits, any applicable pay increases, etc., for the period of the leave.

## ARTICLE XIV

### WAGES

**Section 14.1. Base Wages.** Base wages to take effect May 1, 2012, May 1, 2013, May 1, 2014, and May 1, 2015 are set forth on the Compensation Plan Schedule attached to this Agreement as Appendix A. Market rate adjustments to firefighter and lieutenant pay, which are reflected in the Compensation Plan Schedule, are as follows:

<u>Date</u>	<u>Market Rate Adjustment</u>
5/1/12	2.0%
5/1/13	2.5%
5/1/14	2.5%
5/1/15	wage reopener

Retroactive pay increases will be for all hours compensated for every member of the unit employed as of the date of ratification of this Agreement.

**Section 14.2. Placement Annual Movement Through Compensation Plan.** The ability to reach the top of the pay range in the Compensation Plan is not guaranteed. Rather, it is dependent on the employee's performance and dedication in his or her position. Merit evaluation based upon annual performance appraisals will be the only factor in determining salary and wage movement from step to step within the Compensation Plan.

New hires shall not be paid below the minimum of the established pay range for their position. The City reserves the right, however, to offer a newly hired employee with either fulltime sworn experience in another municipality or fire protection district or experience as a part-time firefighter for the City initial placement on the Compensation Plan Schedule at a step commensurate with his years of experience as a full-time sworn firefighter (or the part-time equivalent for City part-time firefighters), not to exceed Step 3. Such credit for prior service as a firefighter, if any, shall be only for purposes of initial placement and subsequent merit step advancement on the Compensation Plan Schedule.

When an employee is hired, the date of hiring shall determine the employee's potential rate of pay increase during the first year. New employees and promoted employees shall be appraised at the conclusion of their first anniversary date for their first year of service in the position and upon the conclusion of their probationary period (if any). Thereafter, employees with anniversary dates of May 1st through October 31st and promoted employees with anniversary dates of May 1st through October 31st shall be eligible for subsequent merit step increases each following May 1st. Employees with anniversary dates November 1st through April 30th and promoted employees with anniversary dates November 1st through April 30<sup>th</sup> shall be eligible for subsequent merit increases one (1) year after the next May 1st. The initial salary increase for a newly promoted fire lieutenant shall be to the first step in the lieutenant pay grade.

The advancement process provides for continuing eligibility for annual compensation advancement as long as top pay has not been achieved. Performance appraisals shall be conducted annually at the end of the fiscal year (April) for all employees, with salary increases to be implemented on May 1st. Mid-year reviews shall be conducted in October or November of the fiscal year. Employees moving through steps 1-4 who receive a score of 1.76 or higher on their annual performance review shall advance one merit step along the Compensation Plan Schedule. Employees moving through steps 5-7 who receive a score of 2.51 or higher on their

annual performance appraisal shall advance one merit step along the Compensation Plan schedule. If a merit step is not achieved in any given year, consideration shall be provided again in the following year based on the annual performance rating.

An employee who is denied a merit step increase may file a grievance concerning his own evaluation, but the City's action may not be overturned by an arbitrator unless it is shown to be arbitrary and capricious.

**Section 14.3. Merit Bonus.** Employees at the maximum of their salary ranges are not eligible for base salary step increases. However, they may be eligible for performance awards which shall be paid in the form of lump sum bonuses subject to the performance appraisal/review. Lump-sum performance awards shall be equal to the amount for the level of performance attained based on the Merit Increase Guide for the year. Funding of the bonus program is subject to annual budget authority as applied to all unrepresented Departments within the City.

**Section 14.4. Paramedic Compensation.** Effective May 1, 2012 all certified paramedics shall be compensated pursuant to Appendix A – Firefighter Paramedic/Lieutenant Paramedic wage scale. An employee who ceases to meet the qualifications of paramedic shall be paid according to Appendix A – Firefighter/Lieutenant wage scale.

**Section 14.5. Temporary Job Reclassification.** In the event an employee is assigned the total responsibility of a job which has a higher pay grade and pay range for two consecutive weeks or more, that employee shall be compensated at a rate commensurate with the minimum of the higher range, or ten percent (10%) above the employee's base rate, whichever is greater.

**Section 14.6. Acting Up Pay.** A firefighter assigned by the City to serve as an officer-in-charge for eight hours or more in a shift due to there being no lieutenant assigned to work at the station (or the lieutenant being on duty but out of town), the firefighter shall receive an additional one hour of pay at time and one-half.

## ARTICLE XV

### INSURANCE

**Section 15.1. Medical and Life Insurance Plan.** During the term of this Agreement, the City shall continue to make available to non-retired, full-time employees and their eligible dependents the same medical, dental and life insurance plan(s) as provided for regular, full-time unrepresented employees. The City reserves the right to make any changes, reductions, modifications, deletions, or improvements with respect to employee medical or life insurance (including but not limited to changes in insurance carriers, insurance plans, benefit levels, deductibles, co-payment levels, opting for self-insurance, etc.), so long as such changes are equally applicable to regular, full-time unrepresented employees.

During the term of this contract the employee will contribute the following toward the payment of medical, dental and life insurance premiums: employee plus one or family portion of medical insurance premium - employee pays 20%; family portion dental insurance premium - employee pays 50%; employee portion or employee only medical insurance premium - 10%; single dental- 0%; life insurance - 0%. The amount of employee premium contributions required under this Section shall be deducted from the employee's regular paychecks.

**Section 15.2. Cost Containment.** The City reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

**Section 15.3. Terms of Policies to Govern.** The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

**Section 15.4. Right to Maintain Coverage While on Unpaid Leave or on Layoff.** An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying monthly in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage for as long as permitted under COBRA. The rights of employees on military leave to maintain coverage shall be governed by applicable state and federal law.

**Section 15.5. IRC Section 125 Plan.** The Employer shall permit full-time employees to participate in the IRC Section 125 Plan offered to regular, full-time unrepresented employees of the City. This Plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

## **ARTICLE XVI**

### **UNIFORMS**

**Section 16.1. Original Issue of Uniform.** The parties agree that each new employee hired by the City shall be issued his initial uniform at the City's expense consisting of three (3) pair of pants, three (3) long sleeve shirts, three (3) short sleeve shifts, one (1) belt, nameplate, (1) duty jacket, black tie, and dress hat, and one (1) pair of station footwear. All other uniform items shall be provided at the employee's expense.

**Section 16.2. Uniform Allowance.** Employees who have successfully completed their probationary period and who are required to wear and regularly and continuously maintain prescribed items of uniform clothing set forth in Section 1 above shall be issued or reimbursed for the purchase of same or items on the optional equipment list set forth in Appendix B in amounts not to exceed five hundred (\$500) per fiscal year (pro-rated for the fiscal year in which an employee completes his probation) from a vendor designated by the City (upon presentation of required receipts), no more than \$250 of which for optional equipment items, under the following circumstances:

1. An employee's clothing or equipment is damaged beyond repair through causes other than negligence of the employee; or
2. The item is on the optional equipment list and has yet to be purchased; or
3. An employee's clothing or equipment is worn and in need of replacement because of ordinary wear and tear; or



4. The Deputy Chief or his designee specifies new or additional items of uniform clothing that will be covered under the allowance.

An employee who purchases uniform items or equipment without first obtaining approval from the City does so at his own risk. Employees must return to the City all worn or damaged clothing or equipment. Employees are responsible for cleaning and maintenance of their uniforms and equipment, and shall maintain a professional appearance at all times, regardless of whether they have exhausted their uniform allowance.

Employees will be responsible for the return of uniforms and equipment purchased with City funds or issued directly by the City in good condition, less normal depreciation and destruction in the course of employment.

Turnout gear shall be provided by the City without charge, and will be replaced by the City as it sees fit. Any new bunker gear purchased shall meet applicable National Fire Protection Association (NFPA) standards for such items of clothing and personal equipment, to the extent such items of clothing and personal equipment which meet applicable NFPA standards are commercially available.

## ARTICLE XVII

### SAFETY

**Section 17.1. Introduction.** The City and the Union agree that protecting the safety and health of the employees in their work demands the highest concern of the Fire Department. In order to promote this concern among all employees, as individuals and as members of companies, the City and the Union urge every employee to suggest methods of improving safety and health in the working conditions of employment.

**Section 17.2. Safety Committee.** The City and the Union mutually agree that, in the interest of maintaining the highest standards of safety and health and to minimize the risk of accidents, injuries and illness in the fire service, that a Department-wide safety committee be created to address safety issues. The committee shall be made up of representatives of the entire Department and chaired by the Department Safety Officer. The membership shall not exceed five representatives, one of whom shall be appointed by the Union President as Union representatives of bargaining unit employees.

The Committee shall meet quarterly and at other times approved by the Chief and the Department Safety Officer for the following purposes:

- (a) review and discuss matters pertaining to the safety of on duty employees;
- (b) To review and analyze reported accidents and personal injuries, and make recommendations regarding the same;
- (c) make recommendations to the Chief on ways to encourage employees to comply with safety rules, regulations and procedures; and
- (d) make recommendations to the Chief concerning safety conditions, facilities, apparatus, protective equipment, protection and work clothing, procedures, safety rules, accident prevention and other safety matters.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be

considered at a safety committee meeting, nor shall negotiations for the purpose of altering any of the terms of this Agreement be carried on at such meetings. Such meetings are intended to improve communications and are advisory only.

Although attendance at safety committee meetings by employee Union representatives shall be voluntary on the employee's part, the City shall pay the employee Union representative his straight time hourly rate of pay for time spent in such meetings outside of scheduled working time. Attendance during such meetings outside of scheduled working time, however, shall not be considered time worked for overtime compensation purposes. If a safety-committee meeting is scheduled at the request or consent of the City during the regularly scheduled duty hours of an employee Union representative, such employee Union representative may be released from work without loss of pay, provided he shall remain available to return to work if needed.

## ARTICLE XVIII

### MISCELLANEOUS

**Section 18.1. Gender of Words.** The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

**Section 18.2. Ratification and Amendment.** This Agreement shall become effective when ratified by the Union and the City Council and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

**Section 18.3. Physical/Psychological Examinations.** If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the City may require, at its expense (to the extent not otherwise paid for by the employee's insurance), that the employee have a physical examination and/or psychological examination by a qualified and licensed medical professional selected by the City. The City will not make a psychological exam a pre-condition for returning from a layoff. The City also may continue to require, at its expense (to the extent not otherwise paid for by the employee's insurance), periodic physical examinations of all employees.

**Section 18.4. Physical Fitness Requirements.** In order to maintain efficiency in the Fire Department, to protect the public and to reduce insurance costs and risks, the City, after consulting with the Union, may establish a reasonable physical fitness program with voluntary and/or required employee participation and goals. In the event a mandatory plan would subject employees to discipline, the parties agree to re-open this Section 18.4 to bargain over the mandatory nature of the program and go to interest arbitration, if necessary.

**Section 18.5. Light Duty.** The Fire Chief, in his discretion, may assign an employee to light duty who is unable to perform full duty responsibilities because he has suffered an illness, injury, or disability provided such light duty work is available and he has been released for light duty by his physician and by a physician designated by the City, (should the City so require) and where the City determines there is a reasonable expectation that the employee will be able to return to full duty within six (6) months. The employee's working hours and duties will be established by the Chief, consistent with any limitations on the release for light duty specified in writing by the physician for the employee and City (should the City so require). In the event the

employee is assigned to work a shift other than a 24/48 schedule, absent approval of the employee, the employee's light duty hours will be scheduled so that the employee does not work before 8:00 a.m. or after 6:00 p.m., and shall not work holidays. The Chief reserves the right to terminate a light duty assignment (if the employee is fit to return to such assignment as determined by a physician designated by the City) or to a leave of absence.

Nothing herein shall be construed to require the City to create light duty assignments for an employee, or to provide light duty work when such assignments may be available. Employees will only be assigned to light duty assignments when the City in its discretion determines that the need exists and only as long as such need exists.

**Section 18.6. Drug and Alcohol Prohibitions/Testing.** The City wishes to provide a drug free/alcohol free work environment for all City employees. As such, employees shall comply with the City's and Department's policies and procedures regarding drug and alcohol prohibitions and testing in effect as of the date of this Agreement, and any and all state or federal laws and regulations regarding prohibitions and testing.

**Section 18.7. Educational Assistance.** Full-time employees wishing to advance their educational qualifications at the college level may be reimbursed the cost of tuition for successful completion of college level courses, which are relative to their work assignments and/or career development. Successful completion of the courses of study shall mean the attainment of a "C" grade (or equivalent) and/or a certification of same. Employees required to attend such courses shall be reimbursed.

Before reimbursement may be granted, the employee must obtain written approval from the Fire Chief, Reimbursement may be made upon submission of written receipts for approved courses, after completion of the course. Such approved courses shall be attended during the employee's time away from work and not during working hours.

If an employee separates from employment with the City within the following stated periods of time from the date of the completion of the reimbursed course, as set forth below, he/she shall repay the City, upon demand, the sum equivalent to the percentage of reimbursement as follows:

<b>PERIOD</b>	<b>REPAYMENT PERCENTAGE FOR COLLEGE COURSES</b>
0 Days – 180 Days	100%
181 Days – 360 Days	75%
361 Days – 540 Days	50%
541 Days – 720 Days	25%

In the event an employee is required to reimburse the City for its costs upon the Firefighter's resignation from the Fire Department, the City shall have the right to set off such amount against any accrued but unpaid salaries, wages or vacation pay due and owing to the Firefighter. Employees shall be required to sign an agreement to this effect as a condition to receipt of such reimbursement.

Courses or programs that may be eligible for reimbursement include classes offered by an accredited college, university, or technical school, courses offered as part of an adult continuing education program, and courses offered by a professional educational or training company or facility, as approved by the Fire Chief.

**Section 18.8. Other Reimbursement of Training and Related Expenses.** Employees who leave the City for any reason (other than a work-related disability leave, active duty in the military or pension) within 540 days of the completion of any City-paid or reimbursed training or education not covered by Section 18,7 above shall, upon demand by the City, reimburse the City for any and all costs incurred by the City because of their education and training, including but not limited to tuition, books, mileage, room and board to the extent applicable. The amount required to be repaid is as follows:

<b>PERIOD</b>	<b>REPAYMENT PERCENTAGE FOR TRAINING &amp; SCHOOLING</b>
0 Days – 180 Days	75%
181 Days – 360 Days	50%
361 Days – 540 Days	25%

In the event an employee is required to reimburse the City for its costs upon the Firefighter's resignation from the Fire Department, the City shall have the right to set off such amount against any accrued but unpaid salaries, wages or vacation pay due and owing to the Firefighter. Employees shall be required to sign an agreement to this effect as a condition to receipt of such training or training reimbursement costs.

**Section 18.9. Outside Employment.** Outside employment is any employment, including self employment or the contracting or accepting of anything of value in return for services, in addition to an employee's regular position with the City. No employee is permitted to engage in any outside employment without prior written approval of the Fire Chief, as such employment may result in a conflict of interest or infringe on their ability to do their job for the City. No denial, however, shall be for arbitrary or capricious reasons. An application of outside employment may be obtained from the Fire Chief or Human Resources.

While working on outside jobs, employees are not covered by the City's workers' compensation insurance unless otherwise required by law. Nor may employees utilize any City offices, equipment or information systems in their outside employment. The Chief may permit, however, employees hired to teach firefighter training classes to utilize their turnout gear and SCBA equipment. If outside employment, including self-employment, has previously been approved or permitted by the City, and if it later appears that such outside employment, including self-employment, may result in a conflict of interest or infringe on the ability of the employee to do his job for the City, or increase the City's exposure to legal liability, prior approval for such outside employment may be revoked.

**Section 18.10. Americans with Disabilities Act.** The parties agree that The City has the right to take any actions necessary to be in compliance with the requirements of the Americans with Disabilities Act.

**Section 18.11. No Smoking.** All employees are strongly encouraged to quit smoking and using tobacco products. Any employees who do not quit smoking are prohibited from smoking or using tobacco products within City of Geneva facilities (except in designated areas) or vehicles.

**Section 18.12. Union Solicitation.** While the City acknowledges that the Union may conduct solicitation of Geneva merchants, residents or citizens, the Union agrees that neither it nor its officers, agents or members will solicit any person or entity for contributions on behalf of the Geneva Fire Department of the City of Geneva. The Union agrees that the City name, shield or insignia, City or Department logo, communication systems, supplies and/or materials will not be used for solicitation purposes. Solicitation for the benefit of the Union by bargaining unit employees may not be done on work time or in a work uniform. Neither the Union nor its officers, agents or members may use the words "Geneva Fire Department" in its name or describe itself as the "City of Geneva." The Union shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining and other benefits to all firefighter and lieutenant rank officers employed by the City.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by the Union or its members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

Prior to conducting any solicitation campaign directed at the City of Geneva's residents or businesses, the Union agrees to provide the City Administrator with fourteen (14) days advance written notice of the campaign, and how long the campaign will last.

**Section 18.13. Residency.** As a condition of continuing employment, within one year of an employee's date of hire, the employee must establish and thereafter continue to maintain his actual residence and domicile within a twenty-five (25) mile radius of the City limits.

**Section 18.14. Use of Part-time and Paid on Call Firefighter.** Paid On Call personnel who are certified as a Firefighter II and *EMT-B/EMT-P* may be scheduled to fill open shifts in the career ranks that result from vacation, personal, work reduction days, sick days from 18:00 to 08:00 hrs., or sick days following three consecutive sick days. Selection to fill these types of shifts will be based on the individual's knowledge, skills, abilities, and experience as well as an ongoing evaluation by the Shift Commanders and Command Staff.

**Section 18.15. Class Attendance During Shift.** At the discretion of the Fire Chief, or his designee, employees may attend job related professional training that may occur on scheduled shift days. Such training shall not include college courses, unless required by the City. This time, once approved, will also be considered as filling a slot on the vacation calendar for additional time off requests or modifications.

## ARTICLE XIX

### SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE XX**  
**ENTIRE AGREEMENT**

- A. This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term as to any condition of employment covered by the provisions of this Agreement, and both parties waive their right to bargain for the term of this Agreement as to such conditions of employment. As to such conditions of employment, this Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.
- B. As to any conditions of employment which constitute a mandatory subject of bargaining or a permissive subject of bargaining over which the Union has effects bargaining rights under the Illinois Public Labor Relations Act (IPLRA), and which are not covered by a provision of this Agreement, the Union shall retain its right to bargain during the term of this Agreement as provided by the IPLRA in the event the City wishes to make any change in such conditions of employment. If the City desires to make such a change during the term of this Agreement, it shall first provide the Union with written notice of the proposed change and specify whether it believes such change to involve a mandatory or permissive subject of bargaining. The Union's bargaining rights shall be implemented according to the following procedure as to proposed changes that involve a mandatory subject of bargaining:
1. If the Union wishes to exercise its bargaining rights as to the decision and/or effects of the proposed change, it must notify the Employer in writing within seven (7) days of its receipt of the City's notice or within seven (7) days of when the Union, through the use of reasonable diligence, could have obtained knowledge of the decision and/or effects of the proposed change. Bargaining as to both the decision and its effects shall commence within seven (7) days of the Union's timely notice to the City or at such other times as may be mutually agreed by the parties. Such bargaining shall continue for a period of thirty (30) calendar days from the date of the Union's notice to the City or longer if mutually agreed or for a shorter period if an agreement or an impasse is reached in a lesser period of time.
  2. If the parties reach impasse regarding the City's proposed change, the City may implement its decision on an interim basis for the remaining term of this Agreement and beyond unless later changed by agreement, but such decision and action shall be subject to further bargaining upon the negotiations of a successor Agreement as provided in Article XXI (Duration and Termination) and may be submitted to interest arbitration upon the negotiations of a successor Agreement.
  3. In the event that the Union timely exercises its bargaining rights, the parties are unable to reach an agreement, and the City's decision and action is submitted to interest arbitration upon the negotiations of a successor Agreement, the Union's position in such arbitration hearing shall not be prejudiced by the fact of the City's interim decision and action, and the arbitration panel shall treat such issue as a

City proposal and shall have authority, if the panel deems it appropriate, to order the City to prospectively rescind or otherwise prospectively alter the disputed decision and/or its effects. Any economic loss or damage incurred to members of the bargaining unit which the Union claims to have resulted from the City's interim implementations of its decision may be considered as an economic issue and ruled upon by the arbitration panel, subject to the limitation of Section 14(j) of the IPLRA (as it existed as of the signing of this Agreement), or be weighed as part of the overall award as to items in dispute. Either party shall have the right to introduce evidence in interest arbitration relating to the actual experience under the City's implemented interim decision.

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

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

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

## **ARTICLE XXI**

### **DURATION AND TERM OF AGREEMENT**

**Section 21.1. Termination in 2016.** This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this \_\_\_ day of December, 2012.

CITY OF GENEVA

GENEVA PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
LOCAL NO. 4287, IAFF

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
By

\_\_\_\_\_  
(Title)



**APPENDIX A**

**WAGES**

**Firefighter/Lieutenant**

<b>Firefighter</b>	<b>5/1/2012</b>	<b>5/1/2013</b>	<b>1/1/2014</b>	<b>5/1/2014</b>	<b>12/27/2014</b>	<b>5/1/2015</b>
	<b>2.00%</b>	<b>2.50%</b>	<b>Add W/R Day</b>	<b>2.50%</b>	<b>Add W/R Day</b>	<b>Wage Reopener</b>
1	52,415 19.0047	53,725 19.4798	19.5365	55,068 20.0249	20.1053	
2	59,162 21.4511	60,641 21.9874	22.0513	62,157 22.6026	22.6934	
3	63,304 22.9529	64,887 23.5267	23.5952	66,509 24.1850	24.2822	
4	67,403 24.4391	69,088 25.0501	25.1230	70,815 25.7510	25.8544	
5	70,775 25.6617	72,544 26.3032	26.3798	74,357 27.0393	27.1478	
6	74,314 26.9449	76,172 27.6185	27.6989	78,076 28.3913	28.5054	
7	78,030 28.2922	79,981 28.9995	29.0839	81,980 29.8110	29.9307	
<b>Lieutenant</b>	<b>5/1/2012</b>	<b>5/1/2013</b>	<b>1/1/2014</b>	<b>5/1/2014</b>	<b>12/27/2014</b>	<b>5/1/2015</b>
	<b>2.00%</b>	<b>2.50%</b>	<b>Add W/R Day</b>	<b>2.50%</b>	<b>Add W/R Day</b>	<b>Wage Reopener</b>
1	81,196 29.4402	83,226 30.1762	30.2640	85,307 31.0206	31.1452	
2	85,254 30.9115	87,385 31.6843	31.7764	89,570 32.5709	32.7017	
3	89,517 32.4572	91,755 33.2686	33.3654	94,049 34.1995	34.3369	
4	93,995 34.0809	96,345 34.9329	35.0345	98,754 35.9104	36.0546	

**Firefighter Paramedic/Lieutenant Paramedic**

<b>Firefighter</b>	<b>5/1/2012</b>	<b>5/1/2013</b>	<b>1/1/2014</b>	<b>05/01/2014</b>	<b>12/27/2014</b>	<b>05/01/2015</b>
	<b>2.00%</b>	<b>2.50%</b>	<b>Add W/R Day</b>	<b>2.5%</b>	<b>Add W/R Day</b>	<b>Wage Reopener</b>
1	55,169 20.0031	56,548 20.5031	20.5628	57,961 21.0768	21.1613	
2	61,916 22.4496	63,464 23.0108	23.0777	65,050 23.6546	23.7495	
3	66,058 23.9515	67,710 24.5502	24.6217	69,402 25.2372	25.3386	
4	70,157 25.4374	71,910 26.0734	26.1492	73,708 26.8030	26.9106	
5	73,528 26.6601	75,367 27.3266	27.4061	77,251 28.0913	28.2041	
6	77,068 27.9434	78,995 28.6420	28.7253	80,970 29.4435	29.5617	
7	80,784 29.2907	82,8036 30.0230	30.1104	84,874 30.8631	30.9871	
<b>Lieutenant</b>	<b>5/1/2012</b>	<b>5/1/2013</b>	<b>1/1/2014</b>	<b>5/1/2014</b>	<b>12/27/2014</b>	<b>5/01/2015</b>
	<b>2.00%</b>	<b>2.50%</b>	<b>Add W/R Day</b>	<b>2.5%</b>	<b>Add W/R Day</b>	<b>Wage Reopener</b>
1	83,950 30.439	86,049 31.1997	31.2904	88,200 32.0727	32.2015	
2	88,008 31.9099	90,208 32.7077	32.8029	92,463 33.6229	33.7579	
3	92,971 33.4558	94,578 34.2922	34.3919	96,942 35.2517	35.3933	
4	96,749 35.0794	99,168 35.9564	36.0610	101,647 36.9625	37.1109	

**APPENDIX B**  
**OPTIONAL EQUIPMENT LIST**

Leather Bunker Boots  
Flashlights  
Truckman Belts  
Eye Protection (nonprescription OSHA or NIOSH approved)  
Specialty Gloves (extraction, rappelling)  
Watches damaged on duty  
eyewear damaged on duty  
Knives, seatbelt cutter, shove knives, window punch  
Webbings  
Other items authorized by the Fire Chief

**APPENDIX C**  
**DUES CHECKOFF**

Pursuant to section 2.1 of the contract I, \_\_\_\_\_ authorize the City of Geneva to withhold \$ \_\_\_\_\_ per month from my pay. This amount is for monthly Union Dues to The Geneva Professional Firefighters Association Local 4287.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Section 2.1 Dues Deductions.** Upon receipt of a voluntarily signed authorization form (Appendix C) from an employee in the Union, the City agrees for the duration of this Agreement to deduct from said employee's pay uniform monthly dues and assessments. Deductions will begin with the month following the month in which the authorization form is received by the City. The Union will notify the City in writing of the amount to be deducted. Deductions shall be made from the last City paycheck of each month and shall be remitted to the Union within fifteen (15) days following the end of the month in which they were deducted.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the City's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year by giving the City at least thirty (30) days' written notice of any change in the amount of the uniform dues to be deducted.

A Union member desiring to revoke the dues checkoff may do so at any time upon written notice to the City. Dues shall be withheld and remitted to the Union unless or until such time as the City receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article V of the Agreement (No Strike-No Lockout).

If an employee has no earnings or insufficient funds to cover the amount of dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

**Side Letter of Agreement #1**

The City will edit SOG to allow duty trades of 12 hours to be taken without documentation, as long as it is tracked **in** the department's record management system (RMS).

Executed this 19<sup>th</sup> day of May, 2008

**Side Letter of Agreement #2**

City will edit SOG for employees to receive notification from the Deputy Chief of Operations upon approval or denial of paid time off and duty trades.

Executed this 19<sup>th</sup> day of May, 2008.

**Side Letter of Agreement #3**

The City and the Union hereby agree to explore methods for funding retiree health insurance, such as through a post-employment health plan. The parties recognize that any method agreed to would have to be cost neutral to the City.

Executed this 19<sup>th</sup> day of May, 2008.