

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF STERLING

AND

IAFF LOCAL #2301

Effective May 1, 2011 through April 30, 2014

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ARTICLE I

PREAMBLE

THIS AGREEMENT entered into by the City of Sterling, Illinois (hereinafter referred to as the “Employer”), and the International Association of Fire Fighters Local No. 2301 (hereinafter referred to as “Union”), has as its purpose the promotion of harmonious and mutually beneficial working and economic relations between the Employer and the Union; the establishment of equitable and peaceful procedures for resolution of any misunderstanding of differences which may arise, and to set forth herein the basic agreement between the parties concerning the performance of the Union, mutual obligation of the Employer and the representatives of the Union to meet at reasonable times to confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiations of an agreement, if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

ARTICLE II

RECOGNITION

Section 1 – Recognition: The Employer recognizes I.A.F.F. Local 2301 as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all full time Fire Fighters and Lieutenants excluding Captains, Chief, any supervisory, managerial and confidential employees and all other employees of the City of Sterling.

Section 2 – Union’s Duty of Fair Representation: The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit. The Union further agrees to indemnify and hold harmless the City from any and all liability, including monetary damages, which result from any failure on the part of the Union to fulfill its duty of fair representation and from any challenge which has not been promoted or instigated by the Employer.

ARTICLE III

MANAGEMENT RIGHTS

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Fire Department in all of its various aspects. Among the rights retained by the City are the City’s right to direct the working forces; to establish its overall budget, to plan, direct and control all operations and services of the Fire Department; to schedule and assign work; to relieve its employees from duty because of lack of work or for other legitimate reasons, to establish work and productivity standards and to, from time to time, change those standards; to assign overtime; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided,

however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. Disciplinary actions and personnel actions shall be in accordance with applicable laws, including those pertaining to the Board of Fire and Police Commissioners; or as otherwise set forth in this Agreement.

Any issue which neither addresses nor abridges the provisions contained in this Agreement is the exclusive right and province of the Employer.

ARTICLE IV

DISCRIMINATION NON-DISCRIMINATION

Section 1: The Employer and the Union agree not to discriminate against any employee because of race, sex, creed, national origin, religion, age or disability as set forth under State or Federal Law. Further the Employer and the Union agree not to discriminate against any employee for their activity or lack thereof on behalf of, or membership or non-membership, in the Union.

ARTICLE V

RULES AND REGULATIONS

Section 1 - Compliance: The Union and the City agree that its members shall comply with reasonable Rules and Regulations as they may be promulgated from time to time by the Department and which are currently in full force and effect and not in conflict with the provisions of this Agreement.

Section 2 - Copies of Rules: The employer will post any proposed changes to departmental rules in all fire stations operated by the Employer within ten (10) days of the effective date of the proposed changes unless there is a federal or state mandate which compels the City of Sterling to implement the rule change or action immediately.

ARTICLE VI

DISCIPLINE AND DISCHARGE

Section 1 - Definitions: Employer and the Union agree with the tenets of corrective and progressive discipline. Disciplinary action may include, but not be limited to, the following:

- A. Oral warning;
- B. Written warning;
- C. Suspension with or without pay;

- D. Demotion; and
- E. Discharge.

Other reasonable conditions of employment related to the offense may be imposed after discipline.

Discipline shall be fair, uniform, and incremental and shall be designed to improve behavior. The severity of the discipline shall be determined by the severity of the offense and the employee's prior work/disciplinary history.

The requirement to use progressive disciplinary action shall not prohibit the employer from using a severe measure, including discharge, when the offense indicates continued employment is in some way detrimental to the employer. Such offenses shall include, but are not limited to: unlawful possession of a controlled substance or alcohol subject to the Drug and Alcohol Testing Procedures provided for herein; intentional destruction or theft of City property, fighting on-the-job, and gross insubordination.

Section 2 - Just Cause: The Employer agrees that disciplinary action for all non-orientation employees shall only be imposed for just cause and shall be imposed as soon as practical after the employer learns of the occurrence giving rise to the need for disciplinary action and after the employer has had a reasonable opportunity to investigate the facts.

Section 3 - Disciplinary Grievances: Discipline (other than an oral reprimand) that is within the statutory power of the Fire Chief to impose (i.e., a written reprimand or a disciplinary suspension of five (5) calendar days or less) may be the subject of a grievance under Article XX, provided that the employee files with the Fire Chief a written waiver of any right he may have to appeal the discipline to the Board of Fire and Police Commissioners (BOFPC). Discipline that is not within the statutory power of the Fire Chief to impose is subject to the exclusive jurisdiction of the BOFPC and is not subject to the grievance and arbitration provisions of this Agreement unless, within ten (10) calendar days after the filing of charges against the employee with the BOFPC, the employee subject to the charges files with the BOFPC a response electing to have the charges heard by arbitrator rather than by the BOFPC.

If such an election is filed, the employee and/or the Union may grieve the discipline by submitting a grievance directly to Step 3 of the grievance procedure within ten (10) calendar days after the election is filed. If not settled in Step 3, the grievance may then be submitted to arbitration pursuant to Section 3 for a determination as to whether the discipline of the grievant was for just cause. For purposes of all proceedings before the BOFPC, the term "just cause" shall mean "cause" as defined in Illinois court cases arising under the Board of Fire and Police Commissioners Act. For purposes of all proceedings before an arbitrator, the term "just cause" shall mean "just cause" as historically and traditionally applied by arbitrators in grievance arbitration cases.

The parties agree to expedite the process of hearing and decision of disciplinary cases submitted to arbitration. Discipline that is within the statutory power of the Fire Chief to impose may be implemented in full upon the filing of charges and prior to submitting the matter to

arbitration. Discipline not within the statutory power of the Fire Chief to impose may be implemented pending the decision of the arbitrator as follows:

- A. Suspension with pay;
- B. After suspension with pay for a period of 60 days, suspension without pay for a period of time not to exceed the duration of suspension sought in the charges filed with the BOFPC, and in any event for a period not to exceed 30 days;
- C. Further suspension after the period of suspension without pay may be imposed with pay until the decision of the arbitrator is issued.

The decision of the arbitrator shall be binding on the City, the Union, and the affected employee(s).

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1 - Bulletin Board Space: The Union may erect its own bulletin board in each Fire Station of the City of Sterling, in a designated spot approved by the Chief. Said bulletin board shall be used for the purpose of non-inflammatory Union notices and information. Political items which may be on the bulletin board shall be removed during periods that fire stations are used for election/voting purposes.

Section 2 - Printing and Supply Agreement: One copy of this Agreement shall be placed in each fire station and the Union shall receive a true and correct copy of this Agreement at no cost to the Union. In addition, a copy of the Agreement shall be provided to each bargaining unit employee, the cost of which shall be shared by the Union and Employer as follows: The Employer will photocopy and bind all bargaining unit employee copies at its expense and the Union shall provide the Employer two (2) 500 sheet reams of copy paper to be used for the photocopying of the bargaining unit employee copies.

Section 3 - Parking: The Employer shall make every effort to provide adequate parking spaces adjacent to all fire stations for the parking of employees on duty. If possible the parking spaces will be on City owned property or will be on adjacent privately owned property, which is subject to the City's use by means of a written agreement with the property owner. Parking for employees who are on duty will be provided without cost to the employee

Section 4 - Tuition Reimbursement: The employer will reimburse employees for books, fees and tuition upon successful completion of employer-approved college included in a Fire Service curriculum.

Section 5 - Gender: Whenever a male gender is used it shall be construed to include both male and female employees.

Section 6 - Training: The Employer understands the need for training of all employees. Commensurate with that understanding Employer agrees to undertake the following training of its employees so long as the budget permits:

- A. Participation in programs provided for in the Illinois Fire Protection Training Act.
- B. Before any individual finishes orientation, he must have been certified by the Illinois State Fire Marshal as a Fire Fighter II and successfully complete an approved training course as provided for in said Act.
- C. The Fire Fighter II training must be completed by the trainee within his probationary period.
- D. Where a Fire Fighter is authorized to travel in the business of the Fire Department outside the City of Sterling, including travel to obtain training, the Fire Fighter will be reimbursed for his expenses incurred which shall include meals (\$24.00 per day) and lodging consistent with City Policy.

Section 7 - Job Related Physician Visits: If the Employer requires any visits to a doctor or other health practitioner for any reason the employer shall pay any expenses incurred. This shall include training school physical.

Section 8 - Outside Employment: Outside employment is considered any employment in addition to the employee's regular full-time job with the City Fire Department. A regular-full-time employee may engage in outside employment with prior approval of his or her Department head. No outside employment will be permitted if it is anticipated that such outside employment will interfere with the performance of the employee's job. The employee must fill out the appropriate "Request for Authorization of Outside Employment." No request need be made by any employee for outside employment approved prior to the execution of this Agreement.

Section 9 - No Solicitation of Local Businesses: The Union agrees that bargaining unit employees while in official capacity or in uniform, shall not solicit merchants, businesses, residents or citizens located within the City of Sterling, or outside the City of Sterling, for contributions, donations or purchases unless approved by the Chief.

Section 10 - Mileage Allowance: Employees authorized by the Fire Chief or his designee to use their private automobiles for the Fire Department business or training outside the City of Sterling shall be compensated for mileage in accordance with the Internal Revenue Service Regulations.

Section 11 - Hepatitis B Vaccination: The employer will comply with all rules and regulations provided by law for the giving of Hepatitis B Vaccinations, or other such preventative vaccinations, as from time to time may be amended by the State. If for some reason the State ceases to require said vaccinations, the City shall continue its policy of providing said vaccinations, however an employee will not be required to receive the vaccinations.

Section 12 - Sanitation Maintenance and Upkeep: The Employer agrees to supply and make available reasonable materials required in the day-to-day maintenance and upkeep of all fire stations. The Employer furthermore agrees to supply reasonable items necessary to maintain satisfactory sanitary conditions of all quarters within all fire stations so long as the budget permits.

Section 13 – Residency: Effective May 1, 2011, newly hired firefighters must live within a 20 minute response time of the main fire station as calculated by MapQuest or Google Maps.

Section 14 – EMT-BD Certification: Effective May 1, 2011, newly hired firefighters must maintain EMT-BD certification

ARTICLE VIII

EMPLOYEE INFORMATION

Section 1 - Employee Status: The Employer shall once a year submit to the Union written notice of the name, job title, station and effective date of actions affecting employees as follows:

1. Appointment of new employees;
2. Promotions;
3. Transfer;
4. Terminations; and
5. Authorized leaves of absence for six (6) months or more

Section 2 - Personnel Files: Employee personnel files shall be viewed and administered in accordance with the Illinois Personnel Records Act, 820 ILCS 40/1.

ARTICLE IX

LABOR-MANAGEMENT/JOINT SAFETY COMMITTEES

The Union and the Employer agree that in the interest of efficient and effective operation and management and in the promotion of harmonious employee relations, the Union and the Employer have established a Labor-Management Committee and a Joint Safety Committee, both of which shall meet as provided in the By-Laws of the respective committee.

A. **Labor-Management Committee**

The Labor-Management Committee shall consist of the Union President, the Union Vice President, and one rotating Union member and a management representative of the Employer, the Fire Chief (or his designee) and one Fire Captain as assigned by the Fire Chief. Substitutes may be chosen by mutual consent. The Committee shall meet as set forth in the By-Laws of the

Joint Labor- Management Committee (Attachment B) or at the request of either the Union or the Employer. The purpose of the Joint Labor-Management Committee shall be to investigate, study, and discuss possible solutions to mutual problems affecting labor-management relations. Items to be included on the agenda for the Joint Labor-Management Committee meetings shall be submitted by the Friday of the week preceding the meetings. At the request of either the Union or the Employer, an individual, who may be helpful in the discussion of an agenda item, may sit in on the meeting. The Joint Labor-

Management Committee shall have the authority to make recommendations and to take such action as set forth in the By-Laws.

B. Joint Safety Committee

The Joint Safety Committee shall consist of two (2) employee members selected by the Union and two (2) members selected by the Employer. The Union and the Employer shall advise the other party of the names of its members and any changes to appointed members. The Joint Safety Committee shall meet quarterly and additional meetings may be called by consent of either party as needed. The Joint Safety Committee may formulate By-Laws for establishing procedures. The Joint Safety Committee shall:

- 1) Develop its own procedures for effective operation, including the taking of minutes of meetings and the review and approval of minutes at subsequent meetings.
- 2) Review and discuss any and all matters pertaining to the safety of employees while on duty, including health and safety policies and health and safety incident reports.
- 3) Develop a comprehensive physical fitness program for all departmental employees.
- 4) Make recommendations to the City concerning facilities, apparatus, protective equipment, protective clothing, procedures, accident prevention, or other safety matters.
- 5) Encourage employees to develop, suggest, and identify possible safety regulations.
- 6) Encourage employees to comply with safety rules, regulations, and procedures, which the City issues from time to time.
- 7) Promote programs which further the objective of a healthier and safer work environment.
- 8) Process and resolve, to the extent possible, employee safety complaints which have not yet become formal grievances.

In the event a safety complaint is filed with the Joint Safety Committee, the Fire Chief or his designee will meet with the Joint Safety Committee within five (5) working days of the

receipt of the safety complaint to work on a means to resolve the complaint. After an attempt is made to resolve the safety complaint at such meeting of the Joint Safety Committee, an unresolved safety complaint may be filed as a grievance if the complainant and the Union agree to do so and notify the Joint Safety Committee and the Fire Chief of their intent to do so.

ARTICLE X

CITY RULES AND REGULATIONS

With the exception of economic provisions, the City personnel policy and administrative codes approved by the City Council shall apply to employees in the bargaining unit unless they conflict with the express provisions of this Agreement. Whenever new policies are promulgated by the City Council, the new policies shall be posted thirty (30) days prior to talking effect.

ARTICLE XI

WAGES AND COMPENSATION

Section 1 - Wage Schedule: Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Exhibits “A” dated effective May 1, 2011. The attached wage schedule shall be considered a part of this Agreement.

Section 2 - Compensation at Resignation, Dismissal, Retirement and Layoff: An employee who resigns, retires, is dismissed or laid off shall be compensated for his accumulated overtime, compensable holiday time and vacation time earned through the date his resignation, retirement, dismissal, layoff or death.

Section 3 – Specialty Compensation and Classification Program: Beginning May 1, 2009, Firefighters who receive and maintain certain agreed upon Specialty Classifications shall receive a monthly payment per classification, for up to two classifications, as set forth below:

<u>Agreed upon Specialty Classifications</u>	<u>Monthly Payment</u>
1. EMT-B	\$60.00
2. Fire Instructor 1	\$30.00
3. Fire Apparatus Engineer	\$30.00
4. Fire Instructor II	\$30.00
5. Hazardous Materials Tech A.	\$30.00
6. Trench Technician	\$30.00
7. Structural Collapse Technician	\$30.00
8. Vehicle and Machinery Technician	\$30.00

To accomplish the goal of implementing a comprehensive Specialty Compensation and Classification Program, the Union and the City agree that providing training and certification

opportunities to employees is an essential component in the implementation of a successful program. Therefore, the City agrees to allocate sufficient training funds to the department for each of the three years of this Agreement and to allocate a minimum of six (6) training slots for certification and training relating to the specialty classifications and prerequisites for the classifications listed above.

ARTICLE XII

SENIORITY

Section 1 - Definition of Seniority: Seniority shall be determined by continuous service as a Fire Fighter or Lieutenant in the Sterling Fire Department, City of Sterling, calculated from the date of first hire in the Department. Continuous service to the extent permitted by law shall be broken by only resignation, discharge, retirement, disability, pension, or leave of absence. Employees with the same employment date shall be assigned to the seniority list in order of their ranking eligible on the board of Fire and Police eligibility list. Employees returning from disability, pension or leave of absence will retain seniority only as permitted by law.

Section 2 - Loss of Seniority: Seniority and the employment relationship shall be terminated if an employee:

1. Quits.
2. Is discharged.
3. Is absent from work three (3) consecutive shifts without notification to and approval of the Employer, unless the employee is unable to return and notify the Employer because of physical or mental incapacity.
4. Is laid off for a period of more than one (1) year or fails to report to work within ten (10) working days after having been recalled from furlough.
5. Fails to immediately report for work at the termination of a leave of absence.
6. While on leave of absence for personal, or health reasons, accepts other employment.
7. If the employee retires.
8. If the employee is injured on or off the job for a period of more than twelve (12) months.

Section 3 - Personnel Reduction: The City, in its discretion, shall determine whether layoffs are necessary. In case of a personnel reduction, the Employer shall follow the procedures set forth by Illinois statute (65 ILCS 5/10 - 2.1-1 et seq.) and as administered by the Board of Police and Fire Commission Rules and Regulations.

Section 4 - Effects of Layoff: During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the City:

1. An employee shall be paid for any earned but unused vacation days.

2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
3. If an employee is recalled, the amount of accumulated, noncompensated sick leave days that the employee had as of the effective date of the layoff shall be restored.
4. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

Section 5 - Promotions:

- A. To be eligible for the Lieutenant's promotional examination, the candidate must have successfully completed his probationary period, have 36 months of continued employment with the City assigned to suppression duties as a firefighter, which shall include probationary time assigned to fire suppression duties as firefighter, and attained Firefighter III certification.
- B. The promotional list shall be established ranking candidates in order of their total points awarded for their rating factors with the candidate having the highest point total ranked first. The order of selection from the list shall start with the candidate ranked first and shall thereafter proceed to the next highest ranked candidate as vacancies occur, unless there is just cause as set forth in the Illinois Fire Department Promotional Act to pass over the highest ranked candidate; in which event the next highest ranked candidate shall be selected. If a firefighter is passed over, as provided above, the Employer shall so indicate in writing to the firefighter in question and to the Union.
- C. Candidates for promotion to the rank of Lieutenant shall be rated on the following basis:
 1. Subjective (Oral interview) score multiplied by .20
 2. Written test score (raw) multiplied by .55
 3. Seniority 1 point per year of service on the Department to a maximum of 10 points
 4. Ascertained Merit and Education totaling a maximum of 15 points. Ascertained Merit and Education points shall be as follows:

Ascertained Merit and Education Points
(Maximum Total 15 points)

Firefighter III	1 point
Hazardous Materials Operations	1 point
Tactics & Strategy I	1 point
Fire Prevention Principles	1 point
Management I	1 point
Management II	1 point
Safety Officer	1 point

Technical Rescue Awareness	1 point
Juvenile Firesetter	2 points
Fire Officer I	2 points
Fire Officer II	2 points
Fire Instructor I	2 points
Fire Instructor II	2 points
Fire Investigator	2 points
Fire Prevention Officer	2 points
Arson Investigator	2 points
Hazardous Materials Incident Command	2 points
Rescue Specialist – Confined Space	2 points
Structural Collapse Operations	2 points
Training Program Manager	2 points
Associates Degree (Fire Service Related)	2 points
Bachelors Degree (Fire Service Related)	5 points
(cannot be combined with Associates Degree points)	

- D. Study guides and reference materials shall be made available on an equal basis to all employees who desire to take the test at least 90 days prior to the date the written test is to be administered.
- E. A copy of the promotion eligibility list shall be provided to the Union as soon as possible upon completion of the list. Such list shall reflect the Social Security Number, total score and the order of all employees' ranked on the list.
- F. If the City itself develops and undertakes the tests without outside sources, then the tests shall be graded immediately following the testing and the results shall be made known.
- G. The Fire and Police Commission shall select individuals to serve on an oral interview panel for promotional purposes. The Fire and Police Commission shall consult with the City Manager as to the composition of oral interview panel and may seek the City Manager's assistance in selecting the individuals to serve on the oral interview panel for promotions.
- H. Members promoted to the rank of Fire Lieutenant must attain Fire Officer I certification within 2 years of promotion to retain the rank of Fire Lieutenant.

Section 6 - Acting Positions: When a Fire Fighter or Lieutenant is assigned as a "designated officer-in-charge" the officer shall be paid the regular straight-time hourly rate of pay of the lowest paid Lieutenant or Captain employed by the Department at the time of the assignment. In order to be eligible for said payment, the officer must assume all the responsibilities of the higher rank and be accountable for his actions while working in the higher rank. The Fire Captain of that shift with the approval of the Fire Chief will determine who acts

in the position of Lieutenant. The highest ranked member on the promotional list will get the work unless:

- a. he is not qualified, or
- b. he is medically or physically not competent.
- c.

In the event that no officer tested candidates are on duty or are unfit to fulfill an acting position, the most senior man will get the work unless:

- a. he is not qualified, or
- b. he is medically or physically not competent.

ARTICLE XIII

HOURS OF WORK

Section 1 - Platoon Duty Shift: The hours of work for employees covered by this Agreement shall be as follows: A shift day shall consist of twenty-four (24) hours, commencing at 7:00 a.m. and ending the following 7:00 a.m., followed by forty-eight (48) consecutive hours off.

Section 2 - F.L.S.A. Time Off:

- A. **F.L.S.A. Work Cycle:** An average fifty-two (52) hour work week for all employees covered by this Agreement shall be established by assigning Kelly Days off every fourteenth (14th) shift. Kelly Days shall be assigned according to seniority as defined in ARTICLE XII SENIORITY Section 1 - Definition of Seniority and by the following method. The City shall establish an individual work cycle for each employee covered by this Agreement. Each employee shall be scheduled to work a twenty-one (21) day cycle. This schedule will be continuously repeated. Each cycle will begin at 19:00 hours on the first day of the cycle and end at 19:00 hours on the first day of the next cycle. Each employee's Kelly Day shall begin at 07:00 hours on the day as assigned and end at 07:00 hours the following day. The scheduling of "Kelly Days" in accordance with this Section 2 shall become effective on May 1, 1997.
- B. **Kelly Day Trades:** Kelly Days may be traded between employees assigned to the same shift according to the same procedures currently used for trading duty time as described in ARTICLE XIII Section 3 - Exchanging Tours of Duty; except that Kelly Day trades must be in full day increments. Such trades are voluntary between employees and shall be paid back by the employees making the trade, so that no F.L.S.A. liability for the City is created.

Any Fire Fighter who has scheduled vacation leave, which coincides with an assigned Kelly Day shall reschedule the vacation day and use the assigned Kelly Day for the approved leave.

Any Fire Fighter whose assigned Kelly Day falls on the same day that another Fire Fighter's first or second choice vacation pick is on may trade his Kelly Day with that Fire Fighter.

Any extenuating circumstances which arise from problems affecting the usage of approved vacation or assigned Kelly Days will be dealt with on a case-by-case basis by the Chief or his designee.

Section 3 - Exchanging Tours of Duty: The Fire Chief may, at his own discretion, grant the request of any two (2) Fire Fighters or Lieutenants to exchange tours of duty or days off (or parts of tours of duty or days off), without a change in pay, provided that, in the opinion of the Fire Chief, the Fire Fighters or Lieutenants involved are equally capable of performing each other's respective jobs, and are able and willing to make the exchange. Requests to exchange tours of duty or days off should be submitted with a minimum of forty-eight (48) hours advance notice as is reasonably possible. The granting of exchanges by the Fire Chief shall not be unreasonably withheld. Any unauthorized exchanging of tour of duty shall expressly be prohibited.

Section 4 - Light Duty: If an employee is injured either on or off the job or is recuperating from an injury or illness and cannot perform normal duties, the Employer may make a light duty assignment, in any City department or division, if the Employer determines such assignment is in the best interest of both the employee and Employer, and if the employee is medically able to perform such light duty. There shall be no permanent light duty assignments and such assignments shall be at the sole discretion of the Employer, but all Union employees will receive equal consideration in application of this section. There shall be no loss of accumulated leave or benefits while an employee is on light duty. An employee assigned to light duty will be expected to return to full active duty immediately upon his recovery from his injury or illness and upon release to return to full duty by his physician.

ARTICLE XIV

OVERTIME

Section 1 - Calculations of Hours:

- A. Sworn members of the Fire Department shall be paid one and one-half (1 ½) times their hourly rate for all nonscheduled work. Said overtime rates shall be determined by dividing the employee's annual salary by two thousand seven hundred thirteen (2,713) hours, the result of which shall be multiplied by 1.5 to determine the rate for all hours of nonscheduled work. This provision shall apply notwithstanding the provision under Section 2 of Article XI.

- B. The Fire Chief is authorized at his own discretion to make duty shift assignments among the employees covered by this Agreement. Any change in shifts affecting such employees shall not be less than twenty-eight (28) days. When such changes result in an employee not receiving a full forty-eight (48) hours off between assignments that employee shall be paid ½ time for all hours worked over 212 hours in that twenty-eight (28) day cycle and granted a mutually agreed upon twenty-four (24) hours off the new duty shift assignment.

Section 2 - Callback: All employees covered by the terms of this Agreement, who are called back to work from off-duty shall be entitled to a minimum of one (1) hour payment at the overtime rate. Employees shall be eligible for a full one (1) hour of overtime upon working fifteen (15) minutes into that one (1) hour.

Section 3 - Overtime Distribution: Overtime shall be allocated by a shift seniority list established by the Shift Captain. Call-outs shall be as followings:

- A. The Employer agrees to furnish a pager for each employee. In the event that the Employer determines that a callback is necessary, the Employer will page all employees from the off-going shift for call back responses. Each employee who is paged will telephone or physically respond to his duty station within five (5) minutes of receiving the page to inform the Employer that the employee is responding to the callback. Each employee will arrive at the employee's duty station within fifteen (15) minutes of the page (twenty (20) minutes in case of adverse weather conditions). If not enough employees respond to the first callback pool within the prescribed time, the Employer may page or telephone employees from another shift as it deems necessary. All employees who have been paged or who have been contacted, and who have timely responded to the callback, shall be paid a minimum of one (1) hour of pay at the employee's overtime rate.
- B. Non-emergency call-outs shall be by seniority from the shift that just went off duty. Employees will be called by rotating seniority on each shift according to the long or short "on-call sheet". The long form will be for absence of eight (8) hours or more for sick leave, school, or other long-term absence. The short form will be for sick leave or other absence of eight (8) hours or less.
- C. Employees who are on vacation or sick leave shall not be treated as a "refusal" in the call-out procedure.
- D. If all employees on the call-out sheets refuse to take the call-out, then the employee with the least Department seniority who is available shall take the call.

Section 4 - No Pyramiding: Compensation shall not be paid at more than one rate of pay or more than once for the same hours under any provisions of this Agreement.

Notwithstanding anything herein to the contrary, while on vacation, employees shall be paid overtime if they come into work on second alarms and callbacks.

ARTICLE XV

LEAVES OF ABSENCE

Section 1 - Sick Leave: Sick leave shall accumulate at the rate of twenty-four (24) hours per month. The total sick leave accumulation for each employee shall be unlimited. The employee may be allowed to use sick leave at a rate of two (2) hours at a time. Sick leave shall be earned beginning with the date of employment under the conditions herein stated. An employee must receive compensation in the form of wages, or be on paid leave for six (6) 24-hour shifts in any month, or a combination of full or partial workdays that would constitute an equivalent number of shifts to be eligible to accrue sick leave for such month of service. Accruals will be credited and available to employees on the first day of the month following a completed month of service.

Section 2 - Usage of Sick Leave: An employee eligible for sick leave with pay may use sick leave for illness or doctor's appointments affecting the employee the employee's spouse, children and parents; or for other family members who live with the employee in the same household or where the person's support is derived primarily from the employee (provided the employee furnishes the Employer verifiable proof of the support for the person), provided the employee's attendance is necessary and required. An employee may use sick leave for immediate family members in the event of a life threatening illness or injury. Immediate family members include the employee's spouse, children, step-children, mother, father, grandparents, grandchildren, mother-in law, father-in-law, brothers, sisters and relatives who reside permanently with the employee. Sick leave for any purpose other than employee's own illness or injury shall be limited to three (3) consecutive working shifts (72 hours of sick leave), unless such leave is eligible for coverage under the Family and Medical Leave Act.

Section 3 - On-the-Job Injuries: Any employee absent from work due to a work related injury shall be covered pursuant to Chapter 70, Section 91 of the Illinois Revised Statutes.

Section 4 - Bereavement Leave: Each employee shall be granted two (2) working shifts of bereavement leave when death occurs in the employee's immediate family. Immediate family shall include: Spouse, children, step-children, mother, father, sister, brother, mother-in-law, father-in-law, grandparents and grandchildren. Additional shifts may be granted with reasonable justification provided to the Fire Chief or his designee. One shift will be granted for brother-in-law, sister-in-law and stepchildren.

Section 5 - Court Leave: The Employer shall grant leave with pay to an employee for the period of time he is required to appear on behalf of the Employer before a court, judge, justice, magistrate, or coroner as defendant or a witness. The Employer agrees to pay the employee at the applicable rate. The employee must give the City remuneration received for performing as a witness.

Section 6 - Jury Duty: An employee required to be available for jury selection or service shall receive regular daily wages for each day which would have been worked but for such jury participation. The employee must give to the City any remuneration that they receive for performance of jury duty that occurs during their normal shift hours.

Section 7 - Military Duty:

A) **Physical Examination** – An employee shall be granted permission to be absent from work in order to receive his physical examination for compulsory military service to the Armed Forces of the United States. He shall be entitled to paid leave for that purpose during such absence for a period not to exceed 3 consecutive calendar days.

Employees wishing to enlist shall be permitted to take one enlistment physical and shall receive no more than 2 days of leave for that physical.

The Employer will require written evidence of the number of days the employee must be absent.

B) **Short-term Military Leave** – Short-term military leave is considered to mean continuous military service not exceeding 30 calendar days. This leave is granted in accordance with Illinois State Law. To qualify for the benefits provided, the employee must provide a copy of his field orders to his supervisor at least seven (7) calendar days prior to reporting for training or duty, except in the case of an emergency deployment in which the employee receives less than seven (7) days notice from the military. In the event of an emergency deployment, the employee shall notify his supervisor prior to deployment and present a copy of the orders as soon as practicable.

If the employee covered under this Agreement is a member of a reserve component of the Armed Forces (including the National Guard) the employee may take unpaid leave from the City to meet the requirements of military duty. Upon presentation of proper evidence, the employee will be entitled to receive full pay during the absence which shall be computed at an amount equal to 100% of base pay, less any wages paid by the reserve component. All wages paid shall be consistent with all applicable Federal and State of Illinois regulations.

During a period of short-term military service, sick leave, vacation leave, and health insurance benefits will continue in full force. City contributions to the Fire Pension Fund will continue and employee contributions will be handled in accordance with applicable Federal and State of Illinois regulations.

C) **Extended Military Leave** – Extended military leave is given to those employees who are called or ordered to the armed services for a period longer than 30 calendar days for each calendar year in which the employee performed service because of an executive order issued by the president of the United States or by an act of Congress of the United States. During the military service period designated in the executive order or act of Congress, an

employee is entitled to a leave of absence and to be paid in accordance with applicable Federal and State of Illinois regulations.

Vacation and sick leave accumulations will be handled in accordance as set forth in Federal and State of Illinois regulations.

All employees' health insurance coverages while on extended military duty, including dependant coverage, will cease 60 days after the call to duty unless Federal or State of Illinois regulations provide otherwise. The employee may continue his coverage, including dependent coverage, under the City's policy through COBRA for a maximum of 18 months. An employee's COBRA rights are not affected by the reservist's military health coverage. Upon the employee's return to employment with the City, health insurance coverage will be provided immediately in accordance with the City's health insurance plan.

Replacements for employees leaving on extended military leave may be hired with either temporary or full status, but are subject to layoff when the employee on extended military leave returns. When an employee who has been on extended military leave returns, he will receive any wage adjustments and salary increases that would be had he been actively on the payroll.

In order to receive Extended Military Leave, the employee must complete a Military Leave Affidavit. The Military Leave Affidavit shall include a copy of the executive order issued by the president of the United States, or an act of the Congress of the United States authorizing the call or order to uniformed armed service. The Affidavit will be submitted to the City Manager's office for final approval.

If employee enters the U.S. Armed Forces on an enlistment basis, an extended military leave will be granted provided Military Enlistment Forms and Orders are submitted along with a Military Affidavit. The employee's position with the City in the case of an enlistment will be protected only in accordance with applicable Federal and State of Illinois laws pertaining to reemployment of enlisted personnel upon discharge from military service.

Section 8 - Other Leaves of Absence: Other leaves of absence without pay may be granted at the discretion of the Department Head and the City Manager. Reemployment shall be discussed before such leave is granted and shall be contingent upon availability.

ARTICLE XVI

HOLIDAYS

Section 1 - Holiday Pay: All full-time employees shall receive, in lieu of holidays observed as defined in Section 2, an annual lump sum payment equal to five percent (5%) of their regular base wages as compensation for working holidays. Effective May 1, 2012, the lump sum payment shall equal to five and one-half percent (5.5%) of their regular base wages as compensation for working holidays. Employees must request the payment after July 1st and prior

to December 31st of the fiscal year. An employee who resigns, retires, or whose employment is terminated other than by death or disability, after receiving their annual holiday compensation must reimburse the City in proportion to the number of months remaining in the fiscal year on a pro-rata basis.

Section 2 - Holidays Observed: Holidays observed for the purpose of Section 1 of this Article are as follows:

New Year's Day	President's Day	Memorial Day
Independence Day	Labor Day	Veterans Day
Thanksgiving Day	Friday after Thanksgiving	December 24 th
December 25 th		

ARTICLE XVII

VACATION

Section 1 – Eligibility and Amount: All employees subject to this Agreement who have completed their orientation period shall earn paid vacation time off in accordance with the following schedule:

<u>YEARS OF SERVICE COMPLETED</u>	<u>VACATION</u>
One Year	5 Shifts
Two Years	5 ½ Shifts
Three Years	6 Shifts
Four Years	6 ½ Shifts
Five Years	7 Shifts
Six Years	7 ½ Shifts
Seven Years	8 Shifts
Eight Years	8 ½ Shifts
Nine Years	9 Shifts
Ten Years	9 ½ Shifts
Eleven Years	10 Shifts
Fifteen Years	11 Shifts
Twenty years and thereafter	12 Shifts

Section 2 - Vacation Usage:

- A. A calendar shall be posted at all times with vacations listed for the current year. All vacations must be approved by the Fire Chief or his designee.
- B. Method of Selection - Selection of vacations shall be on a seniority basis, the most senior person first, next senior person, until all have picked their vacation.

Employees' first choice vacation request shall be placed on the calendar by February 1st of each year and second choice by March 1st of each year. The balance will be selected first come first served. Vacations scheduled may be changed for just cause of the Employer or employee. Changes for the employee must be approved by the Chief or his designee.

- C. It is agreed that an employee can carry forward from year to year a maximum of twelve and one-half (12 ½) shifts of vacation.
- D. Any employee who is separated from the service (resignation, death, retirement, layoff or discharge) shall be compensated in cash for all unused vacation accumulated at the regular rate of pay at the time of separation upon return of all Employer issued items.
- E. It is agreed that a maximum of one (1) Bargaining unit member per shift can be on vacation or Kelly Day on any given day.
- F. The Fire Chief shall give one shift notice of approval or denial of vacation day requests.

ARTICLE XVIII

UNIFORMS

Section 1 - Uniform Maintenance: Employees covered by this Agreement shall be issued uniforms in accordance with the following list:

- Summer Uniform_Shirts, Pants, and Shorts
- Winter Uniform Shirts and Pants
- Hat
- Spring Coat
- Patches
- 2 Sweatshirts with Departmental logo
- Winter Coat
- Dress Jacket
- Tie
- Uniform Badges and Name Tag
- 3 short sleeve and 3 long sleeve Polo Shirts with Departmental logo
- 4 T-shirts with Departmental_logo

Replacement of the uniforms will be on an as needed basis subject to budgetary constraints of the Fire Department. Any change or modification of the present uniform during the term of this Agreement will be paid for by the Employer. Formal uniforms shall be worn when meeting with the public, when performing public seminars, inspections, educational

programs, station tours, and other such occasions. The issued polo shirts shall be considered part of the formal uniform.

Section 2 - Protective Clothing: Employees covered by this agreement shall be issued the following items of protective clothing to be replaced on an as needed basis subject to the budgetary constraints of the Department: Helmet, Shield, Suspenders, Two (2) Sets of Gloves, Boots, Bunker Coat, Bunker Pants, Sprinkler Wedge, Flashlight, Spanner, Nomex Hood.

The Fire Chief or his designee shall have the final decision as to whether uniforms or equipment need replacement or repair. All equipment issued by the Employer will meet OSHA and NFPA standards where applicable.

Section 3: The employer agrees to allocate a sum of up to \$1,800.00 during each fiscal year of this Agreement for the purpose of footwear as needed; and to budget for clothing to the sum of \$6,000.00 per fiscal year.

Section 4: The Union and the Employer agree for the duration of this agreement, that the following uniform and footwear shall be issued and worn while on duty. Fire Wear - short sleeve and long sleeve 5.2 ounce - medium blue shirts or new issue polo shirts or job shirts are to be worn for every day station wear including desk watch, tours, or movement between stations, and when outside the stations for pre-arranged inspections, drills, public education and any other official action while on duty. Fire Wear – trousers, traditional style or new issue uniform shorts to be worn while on duty. Footwear shall be as follows: Wellington (pull on), Oxford style 6” lace up or 8” lace up boot, black in color, plain toed. The Employer will provide uniform or footwear additions or replacements on an as needed basis, upon proof of need and as allowed within the budget. All uniform items to be replaced must be returned to the department upon issuance of the new items.

ARTICLE XIX

HEALTH, LIFE AND DENTAL INSURANCE

Section 1 - Health Insurance:

- A. New employees are eligible for insurance three (3) months after date of hire.
- B. The Employer will provide medical benefits to employees electing single, employee+1 or family coverage with the employee contributing 20% of the premium as calculated by the third party administrator, through payroll deduction.

Section 2 - Major Medical Expenses Benefits:

- A. The City provides a comprehensive Health and Dental Insurance Benefit Program for employees and their eligible dependents. The insurance program is designed

to provide “peace of mind” to the employee in case of a medical catastrophe. To ensure receipt of maximum benefit, the employee must follow the rules and procedures outlined in the insurance program booklet provided to them. Questions concerning health insurance, which the employee handbook does not cover or is unclear, do not hesitate to call the Employee Benefits Coordinator. New employees are eligible for health insurance ninety (90) days after date of hire.

When an enrolled member experiences a change in family status, as defined below, the member must complete a new enrollment form within thirty-one (31) days of the change in status.

- Birth or adoption of a child;
- Marriage or divorce of a member;
- Death of spouse or dependent; and
- Addition of unmarried child or stepchild up to age 23 who lives with the employee and is not offered health insurance by his/her own employer.

Failure to inform the City within thirty-one (31) days of acquiring a dependent, your dependent must provide satisfactory evidence of good health to participate in our plan.

The City’s medical benefit plan provides the employee and their dependents with protection against medical expenses incurred as a result of non-occupational illness and injury. Pregnancy under this program is considered to be the same as any other illness.

The medical program is a Comprehensive Major Medical Plan. After you satisfy the deductible requirement, the plan reimburses you for a portion of your expenses. (See the medical benefits booklet for more information.)

For insurance benefits applicable upon retirement or separation from the City, please see Health Insurance Conversion Privilege at Separation and Retirees’ Group Health Insurance Sections, which follow.

- B. At retirement or when an employee resigns, unused sick leave may be converted to extend group health insurance coverage, paid for 100% by the Employer on the basis of one (1) month coverage for every twenty (20) days of unused sick leave. This extension includes the employee’s dependents as well as the employee. If the employee dies, the spouse can use sick leave to extend health insurance for six (6) additional months.
- C. Due to the increasing cost of health insurance cost savings incentives may be implemented by the Employer after having first given the employee a thirty (30) day notification.

- D. Dental insurance is free to all full-time employees. However, if an employee wants dependent dental coverage, the employee must pay the cost of dependent dental coverage, which will be deducted through a payroll deduction if he/she chooses to enroll in the program. If an employee marries or has a child, he/she must notify the City within thirty-one (31) days if dependent dental coverage is desired. Failure to notify the City will exclude dependents from coverage.

Members may annually add or drop their dependent dental coverage with evidence of good health. This may be done either in February for coverage beginning in March or in August for coverage beginning in September. Coverage elected during one of these benefit choice periods remains in effect for a full year, unless the member experiences a change in family status. For further information regarding dental coverage, please contact the Finance Department.

- E. Bargaining unit members shall be eligible for life insurance coverage consistent with other City employees. The Bargaining members' spouse shall receive \$5,000 of term life insurance and the Bargaining members' children, as defined by the City's term life insurance policy, shall receive \$3,000 of term life insurance.

ARTICLE XX

GRIEVANCE PROCEDURE

Section 1 - Definition: It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps: For the purpose of this Agreement, a grievance is any dispute or difference of opinion raised by an employee against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended.

Section 2 - Procedure, Steps and Time Limits:

STEP 1 Any bargaining unit employee with or without representation may file a grievance in writing with employee's Fire Captain, within ten (10) days from the date of the cause giving rise to the grievance. The Fire Captain shall then attempt to adjust the matter and shall respond to the employee or Union within ten (10) business days with a solution or a scheduled conference from which a response shall be given within ten (10) business days.

STEP 2 If the grievance remains unsettled in Step 1, and the Union with or without the employee may appeal the grievance to the Fire Chief within ten (10) business days of the Step 1 response. The written grievance shall be signed and shall set forth all relevant facts, the provisions of the Agreement allegedly violated and a requested remedy.

The Chief or his designee shall meet and discuss the grievance within ten (10) business days of the receipt of the Notice of Appeal with the employee and authorized Union Representative at a time mutually agreeable to the parties. If no settlement is reached, the Chief or his designee shall give the employee a written answer to the Union within ten (10) business days following their meeting.

STEP 3 If the grievance remains unresolved at Step 2, within ten (10) business days after the reply of the Chief or his designee, the Union may refer the grievance to the City Manager who shall meet and confer with the Union within ten (10) business days and give his response within ten (10) business days of their meeting.

STEP 4 If the parties are unable to settle the grievance at Step 3, then the Union, within ten (10) business days of the Step 3 response, may request that the matter be submitted to binding arbitration in accordance with Section 3 herein.

Section 3 - Arbitration: The Employer and the Union shall obtain a list of seven (7) recognized arbitrators from Federal Mediation and Conciliation Service to be requested by either, or both parties. Both the Employer and the Union shall have the right to each strike a panel received from Federal Mediation and Conciliation Service. The Union shall strike one (1) name, then the employer shall strike another name, and the process shall be repeated until the remaining named person shall be designated as the arbitrator.

Section 4 - Authority of the Arbitrator: The parties agree that grievance arbitration hearings held pursuant to this procedure shall be expedited on all issues. The arbitrator shall have the right to consolidate grievances. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the Employer and to the Union within thirty (30) days following the close of hearing(s) unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the fact of the grievance presented. Subject to the arbitrator's compliance with the provisions of this Section, the decision of the arbitrator shall be final and binding.

Section 5 - Expenses of Arbitration: The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensation of its own representatives and witnesses. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

Section 6 - Limitation Periods: If the Union or employee fails to comply with the limitation period set forth herein, then the grievance shall be treated as withdrawn. Should the Employer fail to follow the limitation periods, or does not respond as set forth herein, then the

grievance shall be treated as a denial. The parties may by mutual agreement in writing, extend any of the time limits as set forth in this Article.

ARTICLE XXI

STRIKES AND LOCKOUTS

The employees agree not to strike. The Employer will agree not to lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE XXII

FIRE PENSION FUND

Employees in the Fire Department are covered by the Fire Pension Fund according to State Statute from the first day they begin employment with the City. Fire Department employees shall have a deduction from their regular pay for their contributions to their pension fund as provided for by Statute. The employees are also entitled to retirement and disability benefits in accordance with State Statutes.

ARTICLE XXIII

PROBATIONARY PERIOD

All new employees and those hired after a loss of seniority shall be considered probationary employees until they complete a probationary period of twelve (12) months of work which may be extended by a period of time equivalent to the time spent by the probationary employee attending fire training outside the city as assigned by the Fire Chief. During this probationary period new employees learn their new job, attain EMT-BD certification, get used to their new duties, become adjusted to their working conditions and are eligible for all City benefits except insurance which takes affect ninety (90) days after date of hire. No matter concerning the termination or discharge of employees shall be subject to the grievance and arbitration, or Fire and Police Commission procedures during the employee's probationary period.

ARTICLE XXIV

DRUG POLICY

Section 1 – General Policy Regarding Drugs and Alcohol: The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Fire Department present unacceptable risks to the safety and well-being of other employees and the public, invite

accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol abuse.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the Employer and the Union agree to establish a program that will allow the Employer to take the necessary steps, including drug and/or alcohol testing, to implement the general policy regarding drugs and alcohol.

Section 2 – Definitions:

A. “Drugs” shall mean any controlled substance listed in Chapter 56 ½ of the Illinois Revised Statutes, known as the Controlled Substances Act, for which the person tested does not submit a valid predated prescription. Thus, the term “drugs” includes both abused prescription medications and illegal drugs. In addition, it includes “designer drugs” which may not be listed in the Controlled Substances Act, but which have adverse effects on perception, judgment, memory or coordination.

A partial listing of drugs covered by this Policy are:

Opium Methaqualone	Psilocybin-Psilocyn	
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

B. “Impairment” due to drugs shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his/her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed.

C. “Positive Test Results” shall mean a positive result on both a confirming test and initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified in Section 6 and Section 13.

D. The term “drug abuse” includes the use of any controlled substance, which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug, which results in impairment while on duty.

Section 3 – Prohibitions: Fire Fighters shall be prohibited from:

1. Consuming or possessing alcohol or illegal drugs at any time during the workday on any of the Employer's premises or job sites, including all of the Employer's buildings, properties, vehicles and the employee's personal vehicle while engaged in the business of the Employer.
2. Using, selling, purchasing or delivering any illegal drug during the workday when off duty.
3. Being under the influence of alcohol during the course of the workday.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking
5. Violations of these prohibitions will result in disciplinary action up to and including discharge.

Section 4 – The Administration of Tests:

- A. Informing Employees Regarding Drug Testing: All employees will be fully informed in writing, of the Employer's drug testing policy before testing is administered. In addition, the Employer will inform the employees under what conditions the tests will be conducted, when the test will be conducted, what the test can determine, and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested until this information is provided to him.
- B. Pre-Employment Screening: All new Fire Fighter applicants who are offered employment will be required to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol prior to employment. No applicant with a confirmed positive result shall be eligible for hire. Any applicant refusing to submit to such required testing shall not be considered for employment.
- C. When a Test May be Compelled: There is no across-the-board or random drug testing of employees. When there is reasonable suspicion to suspect that an employee is under the influence of drugs or alcohol and is impaired while on duty, that employee may be required to report for drug and alcohol testing. When a supervisor has reasonable suspicion to suspect that an employee is impaired, that supervisor shall have the Fire Chief, or his designee, confirm that suspicion. If the suspicion is confirmed, the Union shall be notified and the Fire Department shall arrange for the drug or alcohol test at the time of the Chief's or his designee, discretion. Management shall inform the employee being ordered to submit to the test of his/her right to consult with a Union Representative before submitting to the test. Refusal of an employee to comply with the order for a drug/alcohol

screening will be considered as a refusal of a direct order and will be cause for discharge.

D. **Reasonable Suspicion Standard:** Reasonable suspicion exists if specified objective facts and circumstances warrant rational inferences that a person is using and/or is physically impaired due to being under the influence of alcohol or controlled substances. Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substances;
2. Information provided by an identifiable, reliable and credible source(s) of which is independently corroborated.

It is understood that a drug test may be required under the following conditions:

1. When an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty;
2. When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
3. When an employee is involved in an accident where there is reasonable suspicion of illegal drug use or alcohol abuse;
4. When an employee is observed displaying symptoms of impairment while on duty, such as irrational or inconsistent behavior.

E. **Order to Submit to Testing:** The employee shall be permitted to consult with a representative of the Union at the time of the order for testing is given. No questioning of the employee shall be conducted that is not consistent with the "Firemen's Disciplinary Act". A refusal to submit to such testing will subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. Before the employee submits to testing authorized by this Agreement, the Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which formed the basis of the order to test. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

Section 5 – Conduct of Tests: In conducting the testing authorized by this Agreement, the Employer shall:

- A. Use only a clinical laboratory or hospital facility that is mutually agreed by the Union and the Employer, and is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- B. Ensure that the laboratory or facility selected conforms to all NIDA standards.
- C. Use tamper-proof containers, have a chain of custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months. The laboratory or facility must be willing to demonstrate their sample handling procedures to the Union at any time. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory or facility shall make such result available to the Union upon request. All testing shall be by chemical analysis of a urine sample by gas chromatography/mass spectrometry (GS/MS). At the time of a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee.
- D. Collect a sufficient sample of the same body fluid or material from a fire fighter to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- E. Collect samples in such manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where there is reasonable suspicion that the employee has attempted to compromise the accuracy of the testing procedure;
- F. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry, or an equivalent, or better scientifically accurate and accepted method that provide quantitative data about the detected drug or drug metabolites;
- G. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense;
- H. Require that with regard to alcohol testing, test results that show an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive, except that on duty employees assigned and performing the duties to drive fire apparatus who test at a .05 or above at any time on duty for alcohol concentration shall be considered positive;
- I. Provide each employee tested with a copy of all information and reports received

by the Employer in connection with the testing and the results;

- J. Ensure that no employee is subject to any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files;
- K. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial and confirmatory tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understanding expressed herein, the Employer shall not use such information in any manner or forum adverse to the employee's interest.

Section 6 – Drug Testing Standards:

- A. Screening Test Standards: The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

	<u>Initial Test Level</u>
Marijuana Metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

- B. Confirmatory Test Standards: All specimens identified as positive on the initial screening tests shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented.

	<u>Confirmatory Test Level</u>
Marijuana metabolites ¹	15 ng/ml
Cocaine metabolites ²	150 ng/ml
Opiates:	
Morphine.....	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine.....	500 ng/ml

¹Delta-9-tetrahydrocannabinol-9-carboxylic acid

²Benzoylcegonine

Section 7 - Discipline: Employees who test positive shall be subject to Article VI - Discipline of this Agreement.

Section 8 - Voluntary Treatment: An employee may voluntarily enter into a chemical dependency program designed to provide care or treatment to employees in need of rehabilitation. The cost of said programs to the extent such treatment is not covered by the Employer group health insurance package, shall be borne solely by the employee. All information coming from that program shall remain confidential between the employee and the Employer and the rehabilitation agency. While undergoing rehabilitation, the employee shall continue to receive fringe benefits under the contract. The employee may utilize sick leave, Kelly Days, and vacation earned while undergoing rehabilitation.

The employee must notify the Employer immediately upon entering into the program and the voluntary admission by the employee must not be a result of a criminal or Employer investigation of that employee into the drug and/or alcohol use and/or abuse by the employee. The employee, upon completion of the program, must agree to random testing for a period of twelve (12) months and continue with any recommendations coming from the rehabilitation program as a condition of continued employment.

The Employer will agree not to discipline any employee who voluntarily enters into this program for the first time. Any subsequent entrance into the program, whether voluntarily or otherwise, may result in discipline up to and including discharge.

Section 9 - Confidentiality of Test Results: The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the Personnel Director, and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. If the employee is represented by a Union and consents in writing, the test results will be disclosed to the employee's Union. Test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity, at the appropriate stage of the disciplinary process, to refute said results.

ARTICLE XXV

SAFETY AND HEALTH

Section 1 - General Statement: Recognizing that the safety and health of the employees covered by this Agreement are the highest priorities of the parties, the parties agree to cooperate in order to obtain reasonable standards of safety and health within the budget constraints of the City.

Section 2 - Relief at Fire: The Fire Department will make every effort to try to provide relief at any alarm which exceeds three (3) hours and at any other alarm which, because of its nature or because of extreme weather conditions, dictates such relief.

Section 3 - Medical Personnel at Fire Scene: Subject to mutual aid agreements, the Employer agrees that an ambulance with trained medical personnel and life support equipment shall be present at the scene of a working fire, or other emergencies.

Section 4 - Notice of Exposure: Employees shall be notified of any contact to any contagious diseases or illness of which the City has knowledge. The Employer will take appropriate counter measures within the budgetary constraints of the City to provide for the reasonable protection of employees and their family.

ARTICLE XXVI

FOREIGN FIRE INSURANCE FUND

Each year the Foreign Fire Insurance Fund Board shall submit to the City Manager for his input and review, a proposed budget of expenditures for the use of Foreign Fire Insurance Fund proceeds. The Foreign Fire Insurance Fund Board must comply with the applicable State Statute.

ARTICLE XXVII

I.A.F.F. RIGHTS

Local No. 2301 shall have the sole right and authority to operate and direct the Local of all of its various aspects, including but not limited to the right to determine who may be a member, to elect its own officers, and to appoint such of its members as it sees fit to serve on bargaining or other committees; to pass and effectuate such rules and regulations governing the conduct of its internal affairs without any interferences, directly or indirectly from the Employer or its officials; and to assess dues on its members as it sees fit.

ARTICLE XXVIII

DUES DEDUCTION

Section 1: The Employer agrees to deduct, once each paycheck, dues and assessments in the amount certified to be current by the treasurer of the local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted by the tenth of each month by the Employer to the treasurer of the Union.

Section 2 - Indemnification: The Union agrees to defend, indemnify and save the City harmless against any and all claims, demands, suits or other forms of liabilities that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article covering "Dues Deduction".

ARTICLE XXIX

FAIR SHARE AGREEMENT

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on the thirtieth day following their respective date of hire, also be required to pay fair share of the cost of the Sterling collective bargaining process and contract. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union.

With respect to any employee on whose behalf the Employer has not received a written authorization as provided in Article XXVIII, the Employer shall deduct from wages of the employee the fair share fee including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month in which the deduction is made subject only to the following:

1. The Union has certified to the Employer that the affected employee has been delinquent in his obligation for at least thirty (30) days;
2. The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and requirement for each provision of this Article, and Employer has been advised by the Union of his obligation pursuant to this Article and of the manner in which the Union has calculated the fair share fees;
3. The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to have said objections adjudicated before an impartial arbitrator, signed by the employee and the union for the purposes of determining and resolving any objections the employee may have to the fair share fee. Any amount reasonably in dispute shall be held in escrow by the Union pending resolution of the

challenge. All cost of the arbitrator and arbitration are to be paid by objecting employee,
4. The fair share fee shall be 75% of the current Union dues.

ARTICLE XXX

PAST PRACTICE

All Fire Station related benefits and work practices not in conflict with this Agreement and currently in effect shall continue and remain in effect for the term of this Agreement. The

side letter dated October 15, 1996 to the contract between the parties for the period May 1, 1999 to April 30, 2002 is rescinded as it relates to the past practice of employees using the maintenance bay at the main fire station for working on their personal vehicles. Employees may not use the maintenance bay at the main fire station for work on their personal vehicles other than for washing cars.

Employees may wash personal vehicles at substation. All washing of vehicles shall be conducted inside the substation out of view of the general public. Washing of vehicles will be conducted only when a bay is vacant and available for such use. No Fire Department vehicles shall be moved from the substation to vacate a bay for the purpose of washing personal vehicles.

ARTICLE XXXI

PART PAID FIRE FIGHTERS

The Employer retains the right to employ part-paid Fire Fighters. The use of part-paid Fire Fighters shall not result in either layoff or part timing of full-time Fire Fighters. Furthermore, full-time employees will be given the opportunity for overtime before part-paid Fire Fighters. The Fire Chief will have the final approval in the hiring of all new part-paid Fire Fighters.

ARTICLE XXXII

UNION BUSINESS

For the purpose of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

- A. Reasonable time while on duty shall be allotted Union representatives for those appointed to the Labor Management Committee for the purpose of aiding or assisting employees covered by this Agreement, and the handling and processing of grievances or exercising of rights set forth in this Agreement. Such time shall not be taken without approval of the Chief or his designee which shall not be unreasonably withheld, and shall be without loss of pay.
- B. Any employee chosen by the Union as a delegate to the A.F.F.I. State of I.A.F.F. National Conference may be granted the use of vacation time in accordance with a vacation policy for the period of time required to attend such conference.
- C. If a designated negotiating team member is in regular time off or day off status, he will not be compensated for attending any negotiation session. With approval of the Chief, the Union may hold meetings at the Fire Station so long as it does not disrupt Fire Department operations.

ARTICLE XXXIII

SAVINGS CLAUSE

If any provisions of this Agreement are subsequently held or declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. It is agreed that if changes are made, both parties shall meet within thirty (30) days to begin negotiations for the changes.

ARTICLE XXXIV

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for this term.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the Union's right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the City may consider changing during the term of this Agreement.

ARTICLE XXXV

DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of May, 2011, and shall remain in full force and effect until the 30th day of April, 2014. It shall automatically be renewed from year to year thereafter unless either party shall have notified the other in writing ninety (90) days prior to expiration. At least sixty (60) days prior to the anniversary date negotiations shall commence to modify the agreement.

CITY OF STERLING

BY: _____
Charles "Skip" Lee, Mayor

DATE: _____

Attest: _____
Marie Rombouts
City Clerk

I.A.F.F., Local No. 2301

BY: _____
Matthew Laughlin, President

DATE: _____

ATTACHMENT "A"

SALARY LEVEL SCHEDULE
EFFECTIVE MAY 1, 2011 THROUGH APRIL 30, 2014

1st Year: May 1, 2011 – April 30, 2012

0.5% Adjustment applied to the 2010/2011 Salary Level Schedule
See Attachment "A-1" May 1, 2011 Salary Level Schedule

2nd Year: May 1, 2012 – April 30, 2013

2.0% Adjustment applied to 2011/2012 Salary Level Schedule
See Attachment "A-2" May 1, 2012 Salary Level Schedule

3rd Year: May 1, 2013 – April 30, 2014

2.5% Adjustment applied to 2012/2013 Salary Level Schedule
See Attachment "A-3" May 1, 2013 Salary Level Schedule

ATTACHMENT A-1

YEARLY SALARIES BY LEVEL
FY2011/12 – FY2013/14

		<u>FY 2011-12</u>	<u>FY 2012-13</u>	<u>FY 2013-14</u>
ENTRY LEVEL	(0-1 Years)	\$38,681.41	\$39,455.04	\$40,441.42
LEVEL I	(2-3 Years)	41,772.22	42,607.67	43,672.86
LEVEL II	(4-6 Years)	44,697.94	45,591.90	46,731.69
LEVEL III	(7-9 Years)	47,379.26	48,326.84	49,535.01
LEVEL IV	(10-12 Years)	50,225.73	51,230.24	52,511.00
LEVEL V	(13-15 Years)	52,735.35	53,790.06	55,134.81
LEVEL VI	(16 Years +)	54,848.75	55,945.72	57,344.37
LIEUTENANTS	(ALL)	59,782.15	60,977.80	62,502.24

The employees' level will be determined by their years of service at their anniversary date of employment.