

A RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ROLLING MEADOWS AND THE ROLLING MEADOWS PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3075

WHEREAS, the current collective bargaining agreement and extension between the City of Rolling Meadows and the Rolling Meadows Professional Firefighters International Association of Firefighters Local 3075 expired on December 31, 2012; and

WHEREAS, representatives from the Union and the City management have been meeting and negotiating in good faith to develop satisfactory terms of a new collective bargaining agreement; and

WHEREAS, terms of a tentative collective bargaining agreement have been negotiated and presented by the City Manager to the City Council for consideration.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROLLING MEADOWS, ILLINOIS, AS FOLLOWS:

SECTION ONE: The Mayor and City Clerk are authorized to execute a new collective bargaining agreement between the City of Rolling Meadows and the Rolling Meadows Professional Firefighters International Association of Firefighters Local 3075, whose terms are consistent with the summary of the proposed terms of the collective bargaining agreement, attached as Exhibit A, and made a part hereto.

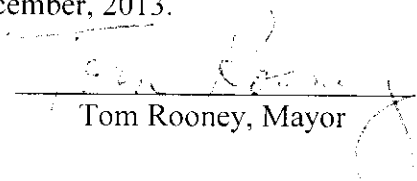
SECTION TWO: This resolution shall be in full force and effect from it's adoption by the City Council.

AYES: Prejna, Majikes, Banger, Larsen

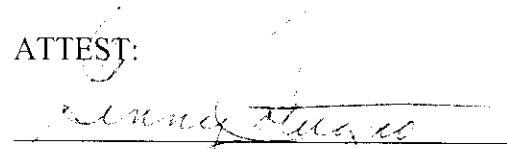
NAYS: Cannon, Judd, D'Astice

ABSENT: 0

Passed and approved this 3rd day of December, 2013.


Tom Rooney, Mayor

ATTEST:


Ginny Cotugno, Deputy City Clerk

AGREEMENT BETWEEN
CITY OF ROLLING MEADOWS, ILLINOIS
AND
ROLLING MEADOWS PROFESSIONAL FIREFIGHTERS
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3075

January 1, 2013 to December 31, 2015

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PREAMBLE

This AGREEMENT entered into by the CITY OF ROLLING MEADOWS, ILLINOIS (hereinafter referred to as the "City" or the "Employer") and the ROLLING MEADOWS PROFESSIONAL FIREFIGHTERS, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3075 (hereinafter referred to as the "Union"), is in recognition of the Union's status as the representative of the City's full-time firefighters in the ranks of Firefighter and Lieutenant, and has as its basic purpose the promotion of harmonious relations between the Employer and the Union; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the City; the establishment of a peaceful procedure for the resolution of grievances as provided herein; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I RECOGNITION

Section 1.1. Recognition. The City recognizes the Union as the sole and exclusive collective bargaining representative for all employees who are sworn or commissioned full-time firefighters in the rank of Firefighter, including Firefighter -EMT and Firefighter -Paramedic, and in the rank of Lieutenant, including Lieutenant-Paramedic.

Excluded are all other employees, including, but not limited to, all sworn or commissioned full-time firefighters above the rank of Lieutenant (including Captains and Battalion Chiefs); the positions of Fire Chief, Deputy Fire Chief, Fire Prevention Bureau Supervisor and Training Officer; all part-time or temporary employees; all auxiliary, reserve, volunteer or paid-on-call firefighters; all employees excluded from the definition of "firefighter" as defined in subsection 1603(g-1) of the Illinois Public Labor Relations Act (as it existed on January 1, 2000); all civilian employees; all non-Fire Department employees; and all other managerial, supervisory, confidential, professional, and short-term employees, as defined by the Illinois Public Labor Relations Act (as it existed on January 1, 2000).

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.

Section 1.3. Union Officers. For purposes of this Agreement, the term "Union Officers" shall refer to the Union's duly elected President, Vice-President, Secretary, Treasurer, Sergeant at Arms and Shift Representatives (one per shift).

ARTICLE II

UNION SECURITY AND RIGHTS

Section 2.1. Dues Check-off. While this Agreement is in effect, the City will deduct from each employee's paycheck, once each pay period, the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective check-off authorization form. The City will honor all executed check off authorization forms received not later than ten (10) working days prior to the next deduction date. If a conflict exists between the check-off authorization form and this Article, the terms of this Article and Agreement control. Total deductions collected for each calendar month shall be remitted by the City to the Treasurer of the Union together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

A Union member desiring to revoke the dues check-off may do so at any time with thirty (30) day's written notice to the City and the Union Treasurer. Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the City receives a notice of revocation of dues check-off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Treasurer of the Union, and this action will discharge the City's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VIII (No Strike-No Lockout). The actual dues amount to be deducted shall be certified to the City by the Treasurer of the Union, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount which will be the regular monthly dues once each calendar year during the life of this Agreement. The Union will give the City thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. Fair Share. During the term of this Agreement, employees who are not members of the Union shall, commencing sixty (60) days after their employment or October 1, 1987, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided said fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Union with the same frequency and in the same fashion as dues payments. The Union shall periodically submit to the City a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee should be uniform for each employee subject to the obligation to pay a fair share fee. The Union may change the fixed uniform dollar amount that will be considered the regular monthly fair share fee once each calendar year during the life of this Agreement. The Union will give the City thirty (30) days notice of any such change in the amount of the fair share fee. The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with

respect to the constitutional rights of fair share fee payers. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement. Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 2.3. Union Indemnification. The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount (not to exceed two months' dues).

ARTICLE III

LABOR-MANAGEMENT MEETINGS

At the request of either party, the President of the Union and the Fire Chief or their designees may meet at mutually agreed upon times, up to once each calendar quarter, to discuss matters of mutual concern that do not involve negotiations. The President of the Union may invite other bargaining unit members or Union representatives (not to exceed three) to attend such meetings. The Fire Chief may invite other City representatives (not to exceed three) to attend such meetings. Other parties may be invited to attend such meetings by mutual agreement of the City and Union. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) calendar days prior to the date of the meeting. This Article shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement, or that is the subject of pending or threatened proceedings in court or before the Board of Fire and Police Commissioners. Attendance at these meetings shall be on non-duty time and shall not be considered as time worked for the employees involved, except for employees who attend such meetings on their regularly scheduled duty time and who shall remain available for emergency response.

ARTICLE IV

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains the right to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations in all respects, including all rights and authority possessed or exercised by the City prior to the execution of this Agreement. These rights and authority include, but not limited to, the following: to plan, direct, control and determine all the operations and services of the City; to determine the City's budget and budgetary priorities; to levy taxes; to supervise and direct the working forces; to establish 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 assign overtime; 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 non-employees not covered by this Agreement; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to 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.

ARTICLE V

SUBCONTRACTING

Section 5.1. General Policy. It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems appropriate in the exercise of its best judgment and consistent with the City's lawful authority under Illinois statutes, and consistent with the terms of this Agreement.

Section 5.2. Notice of Discussion. Except where an extraordinary emergency circumstance, such as a natural disaster, etc., exists, before the City changes its policy involving the overall subcontracting of work in a general area where such policy change will result in a loss of work (excluding overtime) to one (1) or more bargaining unit employees, the City will notify the Union and offer the Union an opportunity to discuss the City's proposed subcontracting decision and its effect on bargaining unit employees.

Section 5.3. Bargaining Unit Work. Only bargaining unit employees shall perform bargaining unit work. This shall not preclude the City from entering into mutual aid agreements (*i.e.* a mutual aid agreement is an agreement requesting aid in response to an emergency or disaster, exceeding the requesting party's available resources, including participation in the Mutual Aid Box Alarm System (MABAS) agreement pursuant to the Mutual Aid Box Alarm System of Illinois). Effective upon execution of this Agreement, in the event that the City contemplates consolidating the City's Fire Department with another fire department, the City shall notify the Union at least sixty (60) days before any decision is implemented. The City shall negotiate such decision and the effects of such decision upon bargaining unit employees, if the Union makes any demand for bargaining within such sixty (60)

days notification period. If such negotiations are requested, should an impasse arise, the provisions of Article XXI of this Agreement shall apply, unless the parties agree otherwise.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1. Application of Article. This Article is intended, among other things, to set forth the regular hours of work and as a basis for calculating overtime payments and the hourly rate of pay. Nothing in this Agreement shall be construed as a guarantee of hours of work per shift, per week, or any other period.

Section 6.2. Normal Work Day, Work Week and Work Period.

- (a) The normal duty day for employees assigned to 24-hour shifts shall commence at 7:55 a.m. and end at 8:00 a.m. the following day (one shift) (or 24-1/4 hours if required by the FLSA to achieve the purposes of this Section), followed by 47-11/12 consecutive hours off duty (two shifts). For purposes of The Fair Labor Standards Act, the parties agree that the City shall continue to be able to not count as hours worked up to eight (8) hours of uninterrupted sleep time per 24-hour shift, provided the firefighter gets at least five (5) hours of uninterrupted sleep time during the sleep period, and up to one (1) hour of uninterrupted meal time (normally thirty (30) minutes per meal) per 24-hour shift.
- (b) The normal work day and work week for employees assigned to 8-hour shifts shall be 40 hours per week based on five consecutive 8-hour shifts (between the hours of 8:00 a.m. and 5:00 p.m., excluding a one-half hour lunch period but including two fifteen minute break periods).
- (c) The normal work period for employees assigned to 24-hour shifts shall be 28 calendar days and the normal work period for employees assigned to 8-hour shifts shall be 7 calendar days.

Section 6.3. Changes in Normal Work Period and Workday. The shifts, workdays and hours to which employees are assigned shall be stated on the monthly Departmental work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or work period, the City will give at least twenty-four (24) hours' notice where practicable of such change to the individuals affected by such change, provided that the City will not exercise its authority under this Section to change the basic 24-hour shift schedule for emergency response personnel. It is expected that the City may exercise its authority under this Section to assign individuals to different workdays or workweeks due to operating needs, such as training, special assignments, extraordinary emergency circumstances such as a natural disaster, etc.

Section 6.4. Overtime Pay.

- (a) **FLSA Overtime.** Except as otherwise provided in subparagraph (b) of this Section, employees assigned to 24-hour shifts shall be compensated at time and one-half the employee's hourly rate of pay for hours worked in excess of 212 hours in the employee's normal 28-day work period (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). Such overtime pay shall be received in fifteen (15) minute segments. Employees assigned to 8-hour shifts will

be paid one and one-half times their hourly rate of pay for all hours worked in excess of 40 hours in their normal 7-day work period. For purposes of this paragraph (a), time worked shall not include any uncompensated periods or time which is compensated under the leaves of absence portion of this Agreement, including but not limited to sick leave, vacation, holiday and funeral provisions.

(b) Overtime Outside of the Normal Work Schedule.

(i) Hire or Call Back. When an employee, at the request of the City, works a partial or full shift which he has not been scheduled to work, or when he is called back for emergency work, he shall be compensated at time and one-half his hourly rate of pay for all hours worked outside his normal shift, with a minimum of three (3) hours, unless the time extends to the employee's regular work shift. Any employee who accepts a full-shift hireback will not be allowed to trade with any other employee during the hireback period, except for an emergency. If an emergency should occur, any such trade will be limited to four (4) hours.

(ii) Hold Over or Shift Work Retention. When an employee is requested by the City to work additional hours either immediately preceding or immediately after his regular work shift without interruption, he shall be compensated at time and one-half his hourly rate of pay for all hours worked outside his normal shift, with such compensation to be paid in fifteen (15) minute increments.

Section 6.5. Compensatory —Time. The City shall grant compensatory time off in lieu of overtime payment on the basis of one and one-half hours of compensatory time off for each one hour of overtime worked, in accordance with the SOP regarding Compensatory Time. (*Exception:* Compensatory time shall not be granted for hours worked to cover compensatory time or the Annual Fitness Evaluation.)

When an employee works a hire-back or otherwise earns overtime pay, he may elect to bank the hours as compensatory time in lieu of receiving monetary compensation in that pay period. In consideration of the City offering this limited compensatory time, the City and the Union agree, in furtherance of Section 7(o)(5) of the Fair Labor Standards Act, to place restrictions on the use of compensatory time under circumstances which they agree would constitute an "undue disruption" of the Department's operations.

The following procedures shall be followed for utilizing the compensatory time option:

1. **Accrual Limits:** Banked time may be accumulated in increments of no less than two (2) hours at a time. Time shall be banked at a rate of one and one-half (1.5) times the number of hours worked (*e.g.*, 24 hours worked equals 36 hours banked). A maximum of one hundred eight (108) hours may be held in the bank at any one time, provided that all unused hours over ninety (90) in a given calendar year are to be paid out during the first pay period of December each year, at the hourly rate then in effect. In addition, a bargaining unit employee may request a payout of compensatory time of up to eighty (80) hours at any time, provided that such payout of compensatory time shall only occur if the City Manager consents to such request, and such consent shall not be unreasonably denied; and such payouts shall take place by the second pay period following such request.

If the amount of overtime to be placed in the compensatory time bank would cause the balance accrued to exceed the maximum one hundred eight (108) hours, only that which will bring the balance to one hundred eight (108) hours will be banked, and the remainder will be paid as overtime.

An employee who elects to bank an overtime detail will indicate this intention via the submission of a Request for Overtime Compensation form commonly referred to as a "Green Sheet." The employee will indicate his/her desire to receive compensatory time in lieu of overtime pay, as identified on the form.

2. Request to Use Compensatory Time: In order to request the use of compensatory time, the employee must have the time in the bank. The time must be requested in increments of eight (8) or more hours, except that requests of increments of four (4) hours from 0800 hours to 1200 hours shall be granted, in lieu of an eight (8) hour increment.

An employee who desires to utilize available time from his/her compensatory time bank for time off duty will submit a Time Off Approvals form commonly referred to as a "Salmon Sheet" to the Battalion Chief within forty-eight (48) hours of the requested time off. The employee will indicate his/her desire to utilize compensatory time as identified on the form.

3. Unduly Disruptive Days: If a hire-back is necessary to cover the employee's requested time off (*i.e.*, the employee's use of compensatory time will cause the shift to fall below the established minimum shift staffing), the Battalion Chief shall so advise the employee. It is agreed by the parties that the implementation of any hire-backs and/or force-backs required to cover the employee's requested time off will necessitate additional administrative and operational efforts, in order to fill such hire-back slot(s), thus causing undue disruption to the Department's operation. If a hire-back is necessary to cover the employee's requested time off, the parties hereto agree that such request cannot be filled within a reasonable period of time without unduly disrupting the operations of the Fire Department. Under such circumstances, the employee may rescind the request to use compensatory time off.

Therefore, if the requested use of compensatory time causes a hire-back, the scheduled employee taking the leave shall be designated as having taken an "unduly disruptive day" and the scheduled employee's bank shall be reduced by time and one-half for each hour granted off (*e.g.*, 24 hour hire-back at time and one-half equals 36 hour reduction in compensatory time). If no hire-back is required, the request shall be deemed to be not unduly disruptive, and the employee taking the leave shall have his/her compensatory time reduced hour for hour (*e.g.*, 24 hours off equals 24 hours reduction in compensatory time). If an employee's use of compensatory time results in a hire-back for only a portion of the employee's leave, only that portion of the leave shall be charged at one and one-half (1.5) times the amount of compensatory time used (*e.g.*, if an employee is off 24 hours using compensatory time and another shift member is temporarily removed from the shift for 4 hours, the employee using compensatory time will be charged 26 hours of

compensatory time (*i.e.*, 20 hours at straight time deduction and 4 hours at 1.5 times deduction)).

4. Filling Compensatory Time Requests: Requests for compensatory time use will be prioritized in the order in which they are received ("First Come – First Served"). Three (3) employees, whether in four (4) hour or eight (8) or more hour increments, will be allowed off on compensatory time per each twenty-four (24) hour shift. The current hire-back process will be used to fill vacancies created by the granting of such compensatory time request.
5. Payment Upon Retirement or Termination of Employment: Members are entitled to be paid for any accumulated compensatory time upon retirement or other termination of employment, at the employee's hourly rate of compensation in effect on the employee's last date of employment. Such payments are subject to withholding for applicable state and federal taxes.
6. Indemnification: In consideration of the Employer's agreement to allow employees to establish compensatory time banks and to schedule time due in accordance with the terms and conditions of this Section, the Union agrees to the following:
 - (a) Subject to the parties' agreements and adoption of the alternative procedure described in paragraph (b) hereinafter, the Union and its bargaining unit members agree to defend, indemnify, save and hold harmless the City, its officers, agents and employees, from any and all damages, costs, expenses and penalties arising from any complaint or allegation that these restrictions on the use of compensatory time do not comply with Section 7(o)(5) of the Fair Labor Standards Act regarding the use of compensatory time.
 - (b) Any and all disputes that may arise between the parties as to the administration of this Section shall be resolved through the grievance arbitration procedure, ARTICLE VII of this Agreement, except that such grievance shall be filed at Step 3. The parties' agreement to utilize the grievance procedure to resolve any disputes arising under this Section is based upon the authority vested in them under Sections 8 and 15(b) of the Act, 5 ILCS 315/8, 315/15(b). Such agreement is also made in reliance upon the Supreme Court's decision in *14 Penn Plaza LLC v. Pyett*, 129 S.Ct. 1456, 186 LRRM 2065 (2009), that such disputes shall include claims or allegations that any restrictions on the use of time due available to employees from their compensatory time banks as established under this Section do not comply with Section 7(0)(5) of the FLSA, 29 USCA 207. In the event that any such grievance is advanced to arbitration, the parties further stipulate and agree that the arbitrator's remedial authority shall be limited to making the grievant(s) whole by granting, consistent with application Section 7(o) standards of the FLSA, the cash value of any time due in dispute based on the then applicable overtime rate or awarding additional compensatory time off and shall have no authority to award any attorneys fees or any penalties against the parties.

Section 6.6. Work Reduction Days. In order to reduce the work week, employees shall receive thirteen (13) paid duty shifts (Work Reduction Days) off each fiscal year. These days shall be selected after vacation selection and shall be selected and scheduled in accordance with the provisions of Section 11.3.

An employee shall accrue work reduction days at the rate of 26 hours for each month of service commencing on May 1st of each year. An employee shall not accrue such work reduction hours from the first day of any absence in excess of 45 consecutive calendar days as a result of any non-duty related illness, injury or disability, or if the employee is assigned to eight (8) hour shifts, forty (40) hours per week for schools or light duty, and there shall be no limitation on accrual for a duty-related illness, injury or disability. It is understood that work reduction days may be selected and scheduled prior to accrual. Work Reduction Days not used in the vacation fiscal year in which they are earned shall be forfeited.

Upon termination of employment, an employee shall be paid at his regular hourly rate of pay for work reduction time that has been accrued but not taken, and an employee who has taken more work reduction time than he has accrued shall be charged at his regular hourly rate of pay for such excess, which amount will be deducted from his final compensation (or reimbursed to the City if final compensation is insufficient to provide full reimbursement).

Section 6.7. Hourly Rate of Pay. An employee's hourly rate of pay for all purposes, including but not limited to overtime (including call-backs), holiday pay, working out of classification pay, and sick leave buy back days, shall be determined by dividing the employee's annual salary plus any paramedic stipend (for FY 2000 only since the separate stipend is being eliminated after FY 2000) and longevity pay by 2,600 hour (a 50-hour average work week) for 24-hour shift employees and 2,080 hours (a 40-hour average work week) for 8-hour shift employees.

Section 6.8. Required Overtime. The Fire Chief or his designee(s) shall have the right to require unscheduled holdover or call back work and employees may not refuse overtime assignments. The Fire Chief or his designee retains the right to select employees for such overtime assignments or to seek volunteers as the Chief or his designee deems appropriate. In non-emergency situations where the department needs to hire back, the Chief or his designee will attempt to assign overtime evenly on a rotating basis using the City's existing "hire-back box" procedures. Specific employees may be selected for special assignments based on specific skills, ability and experience. If an employee demonstrates that he has not received his share of hire-back opportunities, he shall be offered sufficient future hire-back opportunities until the imbalance is corrected.

Section 6.9. Employee Shift Substitution. In accordance with the Fair Labor Standards Act, an employee for his own convenience may voluntarily have another bargaining unit employee in the same position substitute for him by performing work for all or part of the employee's work shift, provided the substitution does not interfere with the operation of the Fire Department, and is subject to approval by the Battalion Chief or his designee. The hours worked by the substitute employee shall be excluded by the City in the calculation of hours for which the substitute employee would otherwise be entitled to compensation, including overtime compensation. If a substitute employee works all or part of another employee's scheduled work shift in accordance with this Section, then the hours worked by the substitute employee shall be counted as hours worked by the employee who was originally scheduled to work that shift.

Section 6.10. No Pyramiding. Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 7.1. Definition. A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by the Union (as provided in Section 7.7) or by an employee against the City alleging that there has been, as to him, an alleged violation, misinterpretation or misapplication of an express provision of this Agreement, except hirings which are subject to the jurisdiction of the Rolling Meadows Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement.

Section 7.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, a grievance will be processed in the following manner:

Step 1: Any employee who has a grievance shall submit the grievance in writing to his Battalion Chief on a form mutually agreed to by the parties. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement that are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the occurrence of the event first giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event from giving rise to the grievance. The Battalion Chief shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee in writing to the Deputy Chief within ten (10) calendar days after receipt of the City's answer in Step 1. The grievance shall, to the extent possible, specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Deputy Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) calendar days with the grievant at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Deputy Chief or his designee shall provide a written answer to the grievant, within ten (10) calendar days following the meeting.

Step 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the employee in writing to the Fire Chief within ten (10) calendar days after receipt of the City's answer in Step 2. The grievance shall, to the extent possible, specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Fire Chief shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) calendar days with the grievant at a time mutually agreeable to the parties. If no settlement of the grievance

is reached, the Fire Chief or his designee shall provide a written answer to the grievant, within ten (10) calendar days following the meeting.

Step 4: If the grievance is not settled at Step 3 and the employee wishes to appeal the grievance to Step 4 of the grievance procedure, it shall be submitted by the employee in writing to the City Manager within ten (10) calendar days after receipt of the City's answer in Step 3. The grievance shall, to the extent possible, specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The City Manager shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) calendar days with the grievant at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the City Manager or his designee shall provide a written answer to the grievant, within ten (10) calendar days following the meeting.

Section 7.3. Arbitration. If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) calendar days of receipt of the City's written answer as provided to the employee at Step 4:

- a) The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Either party may request that the panel be composed entirely of members of the National Academy of Arbitrators. Either party may also request that the panel be composed entirely of arbitrators who reside in Illinois, Wisconsin, Michigan or Indiana. The City and the Union shall have the right alternately to strike names from the panel. One party shall strike a name, the other party shall then strike a name, and this shall continue until one name remains. The person remaining shall be the arbitrator. The parties shall alternate striking the first name, with the Union striking first in the first grievance arbitration during the term of this Agreement.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.
- (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 briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

- (f) The fees and expenses of the arbitrator and the cost of a written manuscript, if requested by the arbitrator, 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 7.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall 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. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 7.4 shall be final and binding upon the City, the Union and the employees covered by this Agreement.

Section 7.5. Employee Right to Self-Representation. Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that a Union officer is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with terms of this Agreement.

Every effort shall be made to schedule grievance meetings specified in Section 7.2 at times which do not interfere with the work of bargaining unit members whose presence is necessary at the particular meeting in question. If, however, a meeting is scheduled at the request or consent of the City during the work hours of the grievant or the designated Union Officer whose presence is requested by the grievant, the grievant and Union Officer shall be released from duty to attend the meeting without any loss of pay. No release time shall be granted to employees for the investigation of, preparation for, or processing of any grievance.

Section 7.6. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 (Step 2 in the case of a Union grievance) within ten (10) calendar days after the occurrence of the event first giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance.

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 to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 7.7. Union Grievances. If a grievance alleges a violation, misinterpretation or misapplication of the specific terms of this Agreement that relate directly to Union rights (e.g., dues check-off, fair share, Union use of bulletin boards), or if a grievance arises out of the same facts, requests the same remedy, and alleges the same violation, misinterpretation or misapplication of a specific term of this Agreement as to a class of two (2) or more employees, the Union, acting through the Union President or his designee, shall have the right to submit a grievance at the second step of the grievance procedure, provided it is filed within the time limits specified in Section 7.6.

Section 7.8. Miscellaneous. No member of the bargaining unit who is serving in an 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. No member of the bargaining unit who is serving in an acting capacity shall have authority to discipline employees without review by higher command, except for oral reprimands.

ARTICLE VIII

NO STRIKE-NO LOCKOUT

Section 8.1. No Strike. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. 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. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 8.2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE IX

HOLIDAYS

Section 9.1. Holidays For Employees Assigned to 24-Hour Shifts. The following shall be recognized as holidays on the actual dates of the holidays:

New Year's Day
Martin Luther King Day
President's Day

Columbus Day
Veteran's Day
Thanksgiving Day

Memorial Day
Independence Day
Labor Day

Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

For purposes of this Section, a holiday shall be the period commencing with the 24-hour shift that starts at 7:55 a.m. on the date of the holiday.

- (a) An employee assigned to a 24-hour shift whose normally scheduled on-duty shift falls on a holiday shall receive pay at the rate of two and one-half (2.5) times the employee's hourly rate of pay. If such assigned employee suffers a duty-related injury or illness that prevents the employee from working the full shift, the employee shall receive the additional holiday pay as if the employee worked the full shift. It is further understood that in implementing this Section, practices regarding shift substitution as provided in Section 6.9 shall be observed.
- (b) An employee assigned to a 24-hour shift who would not normally have been scheduled to work on a holiday, but who is hired back or held over (under Section 6.4(b) of this Agreement), shall receive two and one-half (2.5) times the employee's hourly rate of pay for all hours worked on a holiday.

Section 9.2. Holidays for Employees Assigned to 8-Hour Shifts.

- (a) Schedule. The following are paid holidays for employees assigned to 8-hour shifts:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

With the approval of the Fire Chief, employees may choose three (3) eight-hour floating holidays per year. New employees on a probationary status shall not be eligible for floating holidays until they have successfully completed six (6) consecutive months of full-time service to the City. New employees on a probationary status who terminate their employment prior to the six (6) month period shall not be eligible for pay for the floating holidays. The three (3) floating holidays shall accrue at the start of the fiscal year for all non-probationary employees. Ten (10) full-day holidays shall accrue for all employees when they are observed by non-bargaining unit 8-hour shift Fire Department personnel.

Effective December 31, 2013, and each subsequent December 31st thereafter, no employee shall be allowed to carry over, into the next calendar year, more than two hundred fifty (250) hours of

accumulated holiday time. The City shall reimburse employees for any holiday time in excess of two hundred fifty (250) hours as of December 31st each year, at the hourly rate of pay then in effect for such employee on December 31st of that year. In addition, a bargaining unit employee may request a payout of holiday time of up to ninety-six (96) hours, provided that such request must be made between July 1 and November 30, and further provided that such payout of holiday time shall only occur if the City Manager consents to such request, and such consent shall not be unreasonably denied; and such payouts shall take place by the second pay period following such request, at the hourly rate then in effect.

- (b) Eligibility Requirements. Employees shall work all holidays when scheduled as part of their normal Departmental work schedule. To be compensated for a holiday, an employee must work the scheduled day before and after the holiday, in addition to the holiday when scheduled as part of their normal Departmental work schedule.
- (c) Holiday Pay. For 8-hour shift employees, holidays shall be observed as established on Departmental work schedules. For each such holiday, when not worked, an eligible employee shall receive their regular pay. For each holiday which is in fact worked, an eligible employee shall receive their regular pay, plus (a) compensatory time off on a time and one-half basis or (b) their regular hourly pay on a time and half basis for all hours worked; the Fire Chief shall determine whether alternative (a) or (b) is selected. Alternative (b) will not be permitted without the approval of the City Manager.

Section 9.3. Day of Remembrance.

The City shall designate September 11 as a Day of Remembrance. On this day the department's normal "holiday routine" work schedule will be followed. However, this day shall not qualify for Holiday Pay as established in Sections 9.1 and 9.2 above.

ARTICLE X

SENIORITY, LAYOFF AND RECALL

Section 10.1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn or commissioned fire fighter in the Fire Department of the City. Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate during unauthorized absences, authorized unpaid leaves of absence, or lay off. Conflicts of seniority shall be determined on the basis of the order of the employees on the Board of Fire and Police Commissioners hiring list, with the employee higher on the list being the more senior.

Section 10.2. Probation Period. All new employees and those hired after loss of seniority shall be on probation for a period of one (1) year, except that those employees who will be required to perform paramedic duties shall be on probation until they obtain a paramedic license. Time absent from duty that is not credited for seniority purposes shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of the City. Such probationary employee shall have no recourse to the grievance procedure or to the Board of Fire and Police Commissioners to contest such a suspension, layoff or termination.

There shall be no seniority among probationary employees, except for layoffs and vacation bidding. Upon successful completion of the probationary period, an employee shall acquire seniority that shall be retroactive to his last date of hire with the City in a position covered by this Agreement.

Section 10.3. Seniority List. On or about January 1st of each year, the City will post and provide the Union President with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date. 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 Union's receipt of the list.

Section 10.4. Layoff. 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 their length of service as provided in Illinois Statutes (Chapter 24, Section 10-2.1-18, as it existed on September 1, 1990).

Section 10.5. Recall. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Paramedic firefighters shall maintain their paramedic certification during their layoff in order to qualify for recall. The City will allow such laid-off employees to perform ambulance duty and attend re-certification training sessions (without pay or other compensation) to the extent necessary to obtain the requisite number of field hours and classroom instruction to maintain their state certification. Such ambulance duty and training sessions shall be scheduled in advance by the Fire Chief or his designee.

Employees who are eligible for recall shall be given seventeen (17) calendar 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 of his intention to return to work within three (3) calendar 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.

Section 10.6. Termination of Seniority. Seniority for all purposes and the employment relationship shall be terminated if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires or is retired;
- (d) falsifies the reason for a leave of absence;
- (e) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation, except for good cause shown due to circumstances beyond the control of the employee;
- (f) is laid off and fails to respond to a notice of recall within three (3) calendar days after receiving

notice of recall or fails to report for work at the time prescribed in the notice of recall, except for good cause shown due to circumstances beyond the control of the employee;

- (g) is laid off or otherwise does not perform bargaining unit work for the City (except for absences due to on-the-job injuries compensable under workers compensation or military service) for a period in excess of twenty-four (24) months; or
- (h) is absent for one (1) full 24-hour duty shift (or three consecutive 8-hour duty shifts) without notifying the City, except for good cause shown due to circumstances beyond the control of the employee.

ARTICLE XI **VACATIONS**

Section 11.1. Eligibility and Allowances. Every employee shall be eligible for paid vacation time after the completion of one (1) year of service with the Employer in a position covered by this Agreement. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned per pay period. Vacation allowances shall be scheduled using seniority and taken in the next fiscal year. The fiscal year for vacation picks shall be May 1st through the following April 30th.

Employees assigned to 24-hour or 8-hour shifts shall be paid vacation time in accordance with the following schedule:

Effective October 1, 2008, the following schedule shall apply to all employees, regardless of their date of hire; however, employees hired before September 1, 2006 shall continue to receive 10 shifts (240 hours) vacation after 10 years of completed service:

<u>Length of Completed Service (years)</u>	<u>Length in Months</u>	<u>No. of 24-hour shifts/year</u>	<u>No. of hours/year (24 hour)</u>	<u>No. of 8-hour shifts/year</u>	<u>No. of hours/year (8 hour)</u>
1	12	5	120	10 days	80
5	60	7	168	15 days	120
10	120	9	216	20 days	160
15	180	12	288	25 days	200
20	240	14	336	30 days	240

Employees assigned to 24 hour shifts shall earn vacation allowances for any month in which they receive compensation for more than one hundred twelve (112) hours of work. Employees assigned to 8-hour shifts shall earn vacation allowances for any month in which they receive compensation for more than eighty (80) hours of work.

For purposes of this Section only, paid vacations, holidays, compensatory time-off, and the first twelve (12) months of sick leave or a work-related injury compensable under workers' compensation shall be considered hours worked.

Section 11.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 11.3. Scheduling and Accrual. Employees shall be awarded vacation time by the City in accordance with City service needs and, if possible, the employee's desires. On or before the last duty day in February, the Battalion Chief shall post a schedule of days available for vacation during the upcoming vacation fiscal year, which shall commence on May 1 of each year. In those years when an employee is entitled to additional vacation time, the accrual of that additional vacation time shall begin on the day after the previous anniversary date. For example, on the day after the completion of an employee's 4th year anniversary date, he shall begin to accrue two additional vacation shift days so that on the date of the completion of the 5th year the employee will have accrued two additional 24 hour vacation shift days and will have available a total of seven shift days that can be scheduled off for vacation purposes. Further, the employee shall be permitted to take the additional vacation time on the anniversary date on which he is entitled to the additional vacation time.

After the February posting by the Fire Chief or his designee, the employees on each shift (including non-bargaining unit shift personnel) shall then select their vacation preferences in the order of their seniority, with the most senior employee having first choice, the next most senior having second choice, and so on.

Effective with the February 2014 vacation/work reduction time off scheduling period for such time off which commences May 1, 2014, and each May 1 thereafter, three (3) shift members, exclusive of employees off because of retirement, injury, illness or in school, shall be allowed to schedule vacation time off and work reduction time off, or a combination of vacation and work reduction time off. After scheduling, there shall be no cancellation of the time off schedule by the Department.

Employees with less than one (1) year of service will be allowed to schedule their pro-rated vacation time earned from the date of hire through the coming April 30th using seniority at this time. It shall be scheduled after their first anniversary and before the end of the next vacation fiscal year. This time may be scheduled prior to the anniversary date if waiting would prevent the time being used before the end of the vacation fiscal year, with the Fire Chief's permission.

An employee can take his/her vacation in no more than four (4) time blocks. The vacation periods requested pursuant to this procedure shall be submitted to the Battalion Chief for approval by March 1 of each year. The Battalion Chief shall review and approve the requests based upon the criteria set forth above, and post a vacation schedule on or before March 15.

After the annual scheduling period has concluded, employees shall be allowed to move their previously selected days and choose throughout the year (May 1-April 30) other days that meet the criteria set forth above, except that from November 1 through April 30, employees who are off because of illness or injury shall be counted as one of the three (3) employees who are allowed to be scheduled off. The Department may not cancel any scheduled days off that meet that criteria.

Employees who desire to move previously selected days shall notify the Battalion Chief at least forty-eight (48) hours in advance of the start of the substitute day, and the change will be subject to the criteria set forth above limiting the number of employees that will be allowed such time off at any one time.

Vacation must be taken after it has accrued to the employee. Vacation days may be accumulated up to a maximum of 2 ½ times the employee's annual accrual rate (rounded up to the nearest whole day). The

maximum accumulation includes the employee's current year accrued vacation days. Any vacation days which have accrued in excess of said maximum shall be forfeited without pay. However, employees absent on duty-related injury or illness who have accrued the maximum vacation leave shall have the right to cash in up to one year's accrual of vacation, such payment to be at the employee's hourly rate of pay at the time of payment.

Section 11.4. Vacation Credits at Retirement or Termination of Employment.

1. Members are entitled to be paid for any accumulated vacation credits upon retirement or other termination of employment, unless otherwise modified by terms of this agreement. Proceeds are subject to withholding for applicable state and federal taxes.
2. Employees may request that in lieu of a direct payment that the net post tax proceeds from the accumulated vacation credits be applied to future health insurance coverage from the City. The City agrees to credit to the employee's account a specific number of months of health insurance coverage based on the value of the premium applicable at the time of the employee's retirement or other termination. This credit will be utilized by the City as the first source of funding for continued participation in the City's health insurance plans, as provided elsewhere in this agreement. These credits can be applied for participation in the City's program within 10 years of the employee's termination of employment.

ARTICLE XII **SICK LEAVE**

Section 12.1. Purpose. Sick leave with pay is provided as a benefit in recognition that employees 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 for them to work while sick.

Section 12.2. Allowance. Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay as set forth in this Article. An employee who becomes injured or ill as a result of performing compensated service outside his employment with the City will turn over to the City any Worker's Compensation for "lost time", sick pay or other injury or illness benefits received from such other employer during or attributable to the period the employee receives such sick leave pay from the City, and the employee will use his best efforts to collect such benefits as a condition of using sick leave for such an injury or illness. The benefit amount turned over to the City shall not exceed the value of the City's sick leave benefit, and the utilization of the employee's accumulated sick leave benefit amount shall be credited to the employee's sick leave accumulation account by the amount of any Worker's Compensation or other benefit turned over to the City. In the event of a serious illness or disability involving an individual in the employee's immediate family, the employee may take sick leave with pay, up to a maximum of two (2) consecutive twenty-four (24)-hour shifts per incident, or five (5) consecutive eight (8)-hour shifts per incident for 8-hour shift employees. For the purpose of this Section, "immediate family" shall be defined as the employee's legal spouse, children, parents, parents of spouse, or grandparents.

Section 12.3. Days Earned in Accumulation. Employees shall be allowed twelve (12) hours of sick leave for each month of service (eight (8) hours for employees on 8-hour shifts). Sick leave shall be earned by an employee for any month in which the employee is compensated for more than one hundred twelve (112) hours of work (eighty (80) hours for employees on 8-hour shifts). For purposes of this Section only, vacations, holidays, compensatory time-off, sick leave and the first twelve (12) months of a work-related injury compensable under workers' compensation shall be considered hours worked. Sick leave cannot be taken before it is actually earned.

Section 12.4. Notification. Notification of absence due to sickness shall be given to an individual designated by the Fire Chief (normally the Battalion Chief on duty) as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief in writing), but no later than one (1) hour before the start of the employee's work shift unless it is shown that such notification was impossible. Except for good cause shown due to circumstances beyond the employee's control, failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

Section 12.5. Medical Examination. The City may, at its discretion, require an employee to submit a physician's verification of illness where there is a reason to suspect abuse or for an absence of more than one (1) 24-hour shift or more than three (3) eight-hour shifts. 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 just cause for discipline, up to and including discharge. Any employee who fraudulently obtains sick leave will reimburse the City for the sick leave and the City may deduct such amounts from his paycheck. The City, at its option, may require an employee to submit to an examination by a physician 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.

Section 12.6. Abuse of Sick Leave. Abuse of sick leave is a serious matter. The Union shall join the City in making an effort to correct the abuse of sick leave wherever and whenever it may occur.

Section 12.7. Minimum Sick Leave Use. Sick leave shall be used in no less an increment than two (2) hours. Sick leave may be utilized only for the purposes specified in Section 12.2.

Section 12.8. Sick Leave Bank:

1. **Maximum Accumulation:** The maximum number of sick leave day credits that any employee can accumulate in their sick leave bank account is one thousand eight hundred hours (1,800 hours) or seventy-five (75) twenty-four (24) hour shifts.

2. **Optional withdrawals of cash equivalent from Sick Leave Bank:** Once an employee has accumulated one thousand eighty hours (1080) or forty-five (45) twenty-four hour shifts of sick leave credit in their bank account, employees may make a request in writing that up to seventy-two (72) hours or three (3) twenty-four (24) hour shift credits be cashed out of their sick leave bank in any given calendar year. The value of the payment shall be based on the employee's current hourly rate of pay multiplied by the number of hours of credit being requested. The request shall be in writing to the

employee's department head, which shall forward the same to the City's Human Resource Director. Proceeds from his/her cash payment are subject to withholding for applicable state and federal taxes.

3. Non-Use of Sick Leave Incentive: Once an employee reaches one thousand eighty (1080) hours or forty-five (45) days credit in their sick leave account, the equivalent of one-half (1/2) of the sick leave credits accumulated and unused during the preceding anniversary year shall be credited to the employee's Post Employee Health Plan account at his/her regular rate of compensation. The balance of the credits shall be applied to the employee's sick leave bank account. In the event that an employee reaches the maximum accumulation of seventy five (75) twenty-four (24) hour shift days or one thousand eight hundred (1,800) hours, the value of the total unused sick leave credits, up to a maximum of one hundred forty-four (144) hours or six (6) twenty-four (24) hour shifts shall be credited to the employee's Post Employment Health Plan account at his/her regular rate of compensation. The number of sick days for which the employee is entitled to receive in the form of Post Employment Health Plan deposits and/or to be added to his/her accumulated sick leave bank account shall be determined as of the employee's anniversary date.

4. Retirement Benefit: If an employee retires after twenty (20) years of service as a sworn or commissioned full-time employee with the City's Fire Department or sustains a permanent disability while on the job with the City's Fire Department prior to twenty years of service, which leaves the employee unable to perform their duties as a full-time fire fighter, making him eligible for a duty related disability pension, he shall be eligible for the retirement benefit. Employees eligible for participation in this program shall be compensated for unused sick leave at the rate of his/her hourly rate of pay in effect on his/her last day of actual work for the City for all accrued and unused sick leave days accumulated as of his/her last day of actual work for the City in accordance with the following program elements:

a) Cash Payment: At the employee's request for a cash payment for some or all of the employee's accumulated sick leave, the City shall issue to the employee a check whose value shall be in the amount requested up to the maximum of seven hundred twenty (720) hours or thirty (30) 24-hour shifts. Proceeds from this cash payment are subject to withholding for applicable state and federal taxes. Employees may request that the value of the cash payment be converted into equivalent monthly health insurance premium payments, the value of which shall be based on the cost in effect to the City at the employee's date of retirement for the desired health insurance plan. These pre-paid health insurance premiums shall be utilized first as the source of funds to enable the employee to maintain participation in the City's Health Insurance programs as provided elsewhere in applicable Rules and Regulations. In the event that the employee passes away prior to the complete utilization of the pre-paid medical insurance premiums, the employee's spouse and/or dependents shall be able to continue participation in the plans or request in writing a cash settlement based on the value of the premiums at the time they were purchased. It is understood that the employee need not request any cash payment, in which event subparagraph b) shall apply as follows:

b) Deposit to Employee's Post Employment Health Plan Account: In the event that there is a remaining balance in the employee's sick leave bank account, it shall be deposited in the employee's Post Employment Health Plan (PEHP) account, based on the ending rate of pay on the date of the employee's retirement. The proceeds within the PEHP account may be used to

pay premiums due for the retired employee's continued participation in the City sponsored health insurance programs on behalf of the retired employee, or his/her or her spouse and dependent children, or other recognized expenditures allowed under the terms of the PEHP. In the event that the employee passes away prior to the complete use of the balance within their PEHP account, their spouse and or dependents would be able to continue to use the proceeds to pay health insurance premiums and other recognized expenditures, or opt out for a cash payment of the balance in the PEHP, in accordance with the PEHP program design and Internal Revenue Service regulations.

The Union may unilaterally change the amount of credits that are subject to cash payment and deposit, subject to the continuation of the benefit through subsequent agreements, provided that the change does not result in any increased financial obligation by the City. This change shall occur only in accordance with the term of the collective bargaining agreement. The allocation amount shall not be subject to collective bargaining. The Union shall indicate their preference for distribution by memo to the City Manager in the event that the distribution differs from what is provided in the agreement.

This benefit will not be granted to any employee whose seniority is terminated for any reason specified in Section 10.6(a), (b), (d), (e), (f), (g) or (h), or who does not retire with at least twenty years of service (except as provided above in relation to sustaining a permanent disability while on the job with the City's Fire Department).

ARTICLE XIII **ADDITIONAL LEAVES OF ABSENCE**

Section 13.1. Discretionary Leaves. The City may grant a 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 terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 13.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Fire Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted by the City Manager, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 13.3. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 13.4. Jury Leave. Employees covered by this Agreement who are required to serve on a jury shall sign their jury duty checks over to the City. The City shall compensate such employees, at their regular rate of pay, for each hour actually spent on jury duty up to eight (8) hours per day for an 8 hour shift employee, or up to twenty-four (24) hours per day for a 24-hour shift employee, provided that the employee was scheduled to work that day. An employee shall report to work during any part of his shift when he is not required to be in court for jury duty.

Section 13.5. Funeral Leave. In the event of death in the immediate family (defined as the employee's legal spouse, parent, step-parent, grandparents, child, grandchildren, brother, sister, brother-in-law,

sister-in-law, parent-in-law, step-child, step-brother, step-sister, step-grandparent) an employee should be granted up to one (1) 24-hour shift (or three (3) consecutive 8-hour shifts for 8-hour shift employees) as paid funeral leave if the employee attends the funeral. Leave beyond such one (1) 24-hour shift (or three (3) 8-hour shifts) may, upon approval of the Fire Chief or his designee, be taken if charged to the employee's sick time (or, if none, to the employee's vacation allowance). An employee shall provide satisfactory evidence of the death of a member of his immediate family and of the employee's attendance at the funeral if so requested by the City.

Section 13.6. Leave for Illness, Injury or Pregnancy.

- (a) In the event an employee is unable to work by reason of illness, or injury (including those compensable under workers' compensation), or pregnancy, the City may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under workers' compensation, an employee shall accrue seniority for the first twelve (12) months of leave.
- (b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Fire Chief or his designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor at the end of every thirty (30) calendar day interval.
- (c) Before returning from leave of absence for injury, illness or pregnancy, or during such leave, the employee at the discretion of the City may be required to have a physical examination by a doctor designated by the City to determine the employee's capacity to perform work assigned. The City will pay the medical expenses for such an examination to the extent they are not covered by insurance. A leave of absence for illness, non-job related injury or pregnancy will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted.

Section 13.7. Benefits While on Leave.

- (a) Unless otherwise stated in this Article or otherwise required by law, fringe benefits (vacation, holiday, sick leave, etc.) and length of service shall not accrue for an employee who is on an approved non-pay leave status, except that for a work-related injury compensable under workers' compensation, an employee shall continue to accrue fringe benefits for the first twelve (12) months of leave. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return the City will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

- (b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.
- (c) During an approved unpaid leave of absence of more than thirty (30) days or layoff under this Agreement, an employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the City.

Section 13.8. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment, unless specifically approved in writing in advance by the City Manager. Employees who engage in unauthorized employment elsewhere during such leave may immediately be terminated by the City.

ARTICLE XIV **TUITION REFUND PROGRAM**

Section 14.1. Tuition Reimbursement Program. When a full-time employee is enrolled in an accredited university, college or adult education program and the course and/or degree program being undertaken is related to his duties with the City, the following tuition reimbursement plan shall apply when prior written approval for such reimbursement has been received from the Fire Chief and the City Manager. Such approval may be refused at the Manager's discretion.

Section 14.2. Reimbursement Rates. The City, upon receiving a payment receipt consistent with the requirements of Sections 14.1 and 14.3, shall reimburse the employee at the rate of 100% with a grade of "C" or better, for a course and/or degree program which is related to his duties with the City, or at the rate of 50% with a grade of "C" or better, for a course and/or degree program which is not related to his duties with the City. There shall be no reimbursement for grades below "C".

Section 14.3. Reimbursement Conditions. Books, fees, mileage, lodging and other incidental expenses will not be reimbursed; only tuition is subject to reimbursement. The City will not provide reimbursement if other sources (such as scholarships, grants, etc.) have or will provide for reimbursement. The City reserves the right to deny some requests for tuition reimbursement if it is felt that the tuition is out of line with other area schools where similar courses can be taken at a more reasonable tuition cost. Any employee who receives tuition reimbursement from the City must remain employed by the City for a period of one (1) year after the date of reimbursement or will be required to pay the City for the tuition reimbursement; such payments may be deducted from final paychecks or other moneys owed to the employee by the City.

Section 14.4. Release from Duty for Education. Bargaining unit members who are (i) enrolled in a course approved by the City Manager pursuant to Section 14.1 above, and (ii) such course is part of a curriculum intended to lead to an associate's or bachelor's degree, who attend classes for such course on a regularly scheduled work day shall be relieved from duty with pay only for the time when such class is in session, plus 30 minutes prior to the time such class commences and 30 minutes after such class concludes, provided that the Chief, in his reasonable discretion, may authorize compensation for

additional travel time. The City agrees that bargaining unit members shall not be denied approval to attend a class based upon such absence causing a reduction in staffing.

ARTICLE XV

WAGES

Section 15.1. Wage Schedule. Base wages to take effect on January 1, 2013; January 1, 2014; and January 1, 2015 are set forth on the Wage Schedule attached to this Agreement as Appendix A. Base wages shall be retroactive to the date specified and be applicable to all base wage-related items and to all persons on the payroll at any time on or after January 1, 2013. The City reserves the right to start a new employee at Step 1 or 2 of the Wage Schedule, as determined by the City. Starting an employee at Step 1 or 2 will not diminish the employee's probationary period. An employee who is initially placed at Step 1 or 2 will remain in his initial step on the Wage Schedule for one (1) year before advancing to the next step on the schedule.

Any Firefighter who is not certified as a paramedic, shall only receive one-half (1/2) of the step increase until such employee obtains paramedic certification. Firefighters who were hired with the requirement to obtain paramedic certification, or who have otherwise obtained such paramedic certification during their employment by the City, shall be required to maintain such paramedic certification as a condition of employment.

Section 15.2. Working Out Of Classification. Employees who serve in a higher rank for eight (8) consecutive hours or more shall be paid ten percent (10%) above their hourly rate of pay (as defined in Section 6.7) for all such hours of work.

Section 15.3. Lieutenant Paramedic Pay.

Employees holding the rank of Lieutenant who are certified as paramedics and who perform paramedic duties for the Fire Department on a regular basis shall receive a paramedic pay supplement as part of their wages in the amount of one dollar (\$1) per hour (based on a stipend of \$2,600 per year divided by 2,600 work year hours) during the life of this agreement.

Section 15.4. Longevity. Employees shall be paid for annual longevity pay provided in the schedule below when they complete the required seniority. Longevity pay will be added to the employees' base pay as part of their regular biweekly paychecks.

After Completion of 10 Years	-	2.25% of base wage
After Completion of 15 Years	-	2.50% of base wage
After Completion of 20 Years	-	2.75% of base wage
After Completion of 25 Years	-	3.0% of base wage

Section 15.5. Merit Evaluation Plan. The performance of all employees shall be evaluated at least once each year. An evaluation shall be conducted for purposes of awarding a step increase on the salary schedule (if any) approximately thirty (30) days before an employee is eligible for a step increase on the

salary schedule (normally 30 days before an anniversary date, such as 30 days before completion of 4 years of service). The City shall give each employee an evaluation rating at his anniversary evaluation.

Any employee who receives an unsatisfactory rating shall not receive his next scheduled step increase (if any) as provided on Appendix A. If an employee is "frozen" in a step for a year as a result of such an evaluation, he shall not thereafter be eligible to skip a step in his subsequent advancement on the Wage Schedule if his performance evaluations improve the following year, but instead will only be able to advance one step at a time in future years. An employee who is "frozen" in a step for a year may file a grievance concerning his own evaluation, provided that any such grievance shall terminate with Step 4 (City Manager's decision), and shall not be subject to arbitration.

Section 15.6. Paramedic Preceptor Stipend. Employees regularly assigned and designated as primary Paramedic Preceptors shall receive additional pay as part of their wages, effective January 1, 2006, in the amount of \$2.75 per hour for each shift in which the new employee is assigned to the Preceptors.

In the event an employee not normally assigned needs to fill in for the regularly assigned Preceptor, he shall be paid \$2.75 per hour for each hour of the shift that he has a new employee assigned to him for training and evaluation.

Section 15.7. Paychecks. Paychecks shall be due and payable every other Friday of each month. Premium pay shall be paid the employee on the pay date for the pay period in which such work was performed; provided that for premium pay the information on the overtime sheet is turned in to the Department Secretary by 9:00 a.m. on the Monday just prior to the pay date, except if that Monday is a holiday, only time inputted by 10:00 a.m. on the previous Friday will be included on the following payroll. Effective January 1, 2006, all new hires and employees currently with direct deposit of paychecks shall have their paychecks directly deposited; other employees may use direct deposit on a voluntary basis.

ARTICLE XVI **UNIFORM ALLOWANCE**

Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment shall be issued same, as necessary, according to the City's credit card system or the like, which shall remain in effect. Any new item of clothing or personal equipment purchased by the City under such credit card system or the like shall meet any applicable National Fire Protection Association (NFPA) or other standards mutually agreed to between the City and the Union for such items of clothing and personal equipment, to the extent such items of clothing and personal equipment which meet applicable NFPA or other standards mutually agreed to between the City and the Union are commercially available from the City's vendors. Employees shall be required to clean and maintain such items properly and will be responsible for their return in good condition, less normal depreciation and destruction in the course of employment.

The City agrees to budget \$650.00 effective January 1, 2006, and yearly thereafter for each employee for the purchase of uniform and related clothing articles pursuant to the City's credit card system or the like. These yearly amounts shall not be prorated in any year (*i.e.*, any employee may use such amounts at any time in the applicable year). Department clothing may contain both the Department and Union

(IAFF Local 3075) logos imprinted on them, provided that the designs are subject to the approval of management and labor.

Employees shall be permitted to wear tee shirts, wind shirts, and/or sweatshirts instead of a uniform shirt, provided such are in suitable condition. Sweatshirts and wind shirts may also be worn over a uniform shirt. Shorts may be worn during the months of May, June, July, August and September.

ARTICLE XVII

HEALTH INSURANCE AND RELATED BENEFITS

Section 17.1. Coverage. The City shall continue to make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance and life insurance coverage and benefits as existed on January 3, 2006.

Beginning in FY 2004, and in conjunction with the normal open enrollment period, employees shall have the opportunity to choose between the PPO or HMO programs. However, all new employees hired in FY 2003 and thereafter, who elect insurance coverage, shall be required to enroll in the HMO plan for health and hospitalization insurance from date of hire through the expiration of the first full health plan year following such date of hire.

Further, the City will make available to employees who are under the age of sixty-five (65) and who retire during the life of this agreement, the same individual and dependent coverage (where the dependent(s) are under the age of 65 years) health and hospitalization insurance coverage offered to regular employees with such premiums to be paid by the retired employees, for the life of this Agreement. The City reserves the right to change insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those that predated this Agreement.

Section 17.2. Cost. Employees shall contribute to the cost of group health and hospitalization insurance or HMO coverage based on the following schedule of employee contributions calculated as a percentage of actual premium costs, which will be deducted from employees' paychecks on a monthly basis:

Effective July 1, 2013	10%
Effective July 1, 2014	11%
Effective July 1, 2015	12%

The parties agree that the City may make proposals concerning the sharing of additional costs imposed by the Affordable Care Act, *i.e.*, Patient-Centered Outcomes Research Institute (PCORI) fees, the Transitional Reinsurance fees, and the Insurer Tax, for the successor agreement commencing January 1, 2016.

Section 17.3. Cost Containment. The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. 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, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 17.4. Life Insurance. The City shall provide at no cost to the employee, group term life insurance coverage on the life of each full-time employee in the amount of the employee's annual base salary as shown on Appendix A that is in effect at the start of each fiscal year.

Section 17.5. IRC Section 125 Plan.

- (a) The City will maintain an Internal Revenue Code Section 125 Plan, whereby employees will be able to pay for their share of group health and hospitalization insurance premiums with pre-tax earnings.
- (b) Additional features of the City's current Section 125 Plan for non-represented employees will continue for employees covered by this Agreement. Any future enhancements in Section 125 Plan benefits extended generally to non-represented employees will also be extended to employees covered by this Agreement. In the event the City plans to reduce Section 125 Plan benefits from current or future levels, it will give the Union at least thirty (30) days' advance written notice and an opportunity to discuss such benefit reductions before they are implemented, provided that (a) the City will not eliminate the tax sheltering of insurance premium contributions so long as this benefit is permitted by the Internal Revenue Code; and (b) in no event will any reduction in Section 125 Plan benefits be implemented for employees covered by this Agreement unless they are also implemented generally for all non-represented employees of the City.
- (c) This IRC Section 125 Plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

Section 17.6. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning the administration of said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The City will designate representative(s) who will be available for consultation with claimant employees, and such representatives will assist employees in processing claims which the City agrees are well founded under the applicable policy or plan. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, employee or beneficiary of any employee.

Section 17.7 Voluntary Discontinuation Bonus: Pursuant to the terms of the City's IRC Section 125 Plan, members of the collective bargaining unit who voluntarily discontinues their participation in the City's health and hospitalization insurance program for a period of not less than twelve (12) calendar months, corresponding with the term of the City's health insurance policies, shall receive a bonus payment (less applicable withholding), which shall be \$6,000 effective January 1, 2008. Bonus payments shall be payable by August 1 of each year. Said employees shall be eligible to reestablish participation in the City's health and hospitalization insurance program, pursuant to the qualifications set forth for all new enrollees.

Section 17.8. Retiree Access to Health Insurance Programs. Retired members of the Rolling Meadows Firefighters, Local 3075, access to any health insurance programs currently made available by the City to non-retired members of the bargaining unit and the reduced premium policies, as outlined in Appendix B to this agreement. Reimbursement to the employee for actual payments made by the employee to any insurance carrier of the employee's choice would be through the use of the Post Employment Health Program provisions or through the use of pre-paid health insurance premium credits for continued participation in the City's health insurance programs, as provided elsewhere in this agreement.

Section 17.9. Post Employment Health Plan. The City agrees to provide a Post Employment Health Plan (PEHP) program for members. In accordance with the Internal Revenue Service Code, and all applicable federal and state statutes, the PEHP will allow the City to make contributions and enable members to accumulate reserves, which could be drawn upon, free of federal and state income taxes, to make permitted medical payments, including premiums for health insurance upon separation from service or retirement with the City or where an existing employee achieves a *de minimus* account balance of five thousand dollars (\$5,000) in the PEHP account. The City agrees to establish Post Employment Health Plan accounts for each of the members and contribute the equivalent of one half of one percent (.5%) of the member's base salary into the account by February 1st of each year of this agreement. Also, the City will deposit accumulated sick leave credits into the employee's Post Employment Health Plan account in accordance with the terms of Section 12.8. Sick Leave Bank. Members will be responsible for choosing an investment option for their accounts. This IRC PEHP program will remain in effect so long as it continues to be permitted by the Internal Revenue Code and all applicable federal and state statutes. Finally, the City agrees to work with the chosen administrator of the PEHP program to seek approval of the Internal Revenue Service to allow tax exempt employee directed deposits into the individual employee's account. The City would permit the employee contributions should the Internal Revenue Service approve them. Both parties agree that the level of contributions and accumulated sick leave deposited into the PEHP account for union members will be subject to negotiation. Effective January 1, 2006, at the option of each employee, the City shall make tax exempt employee direct deposits into the individual employee's account, as permitted by the Internal Revenue Service and all applicable federal and state laws.

Section 17.10. Pre-payment for City Health Insurance Premiums: Employees may request that in lieu of a direct payment that the net post tax proceeds from accumulated vacation, compensatory time-off, holiday credit and cash payment for unused sick leave be applied to future health insurance coverage from the City. The City agrees to credit to the employee's account a specific number of months of health insurance coverage based on the value of the premium applicable at the time of the employee's

retirement or other termination. This credit will be utilized by the City as the first source of funding for continued participation in the City's health insurance plans, as provided in elsewhere in this agreement.

ARTICLE XVIII

GENERAL PROVISIONS

Section 18.1. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

Section 18.2. Ratification and Amendment. This Agreement shall become effective when ratified by the City Council and the Union 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. Precedence of Agreement. If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written City ordinance, policies, rules or regulations, or any written rules and regulations of the Board of Police and Fire Commissioners of the City of Rolling Meadows, which may be in effect from time to time, the written terms of this Agreement, for its duration, shall be controlling.

Section 18.4. Termination Effect. Upon the termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement, unless extended by written agreement; except that this Section shall not diminish the City's duty to maintain the status quo during negotiations (pre-impasse) or after interest arbitration is commenced as provided in Section 14(l) of the Illinois Public Labor Relations Act.

Section 18.5. Fitness Examinations. If 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, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the City. An employee found unfit for duty may apply for sick leave or other leaves of absence as provided in Articles XII and XIII of this Agreement and/or for a disability pension to the extent provided by state law.

Section 18.6. Physical Fitness Requirements. In order to maintain peak efficiency in the Fire Department, to best protect the public and most fully reduce insurance costs and risks, the parties agree that employees covered by this Agreement shall annually take and pass, within a mutually agreed upon time, a complete physical exam and fitness test, hearing and eye exams, whose standards and implementation shall be mutually negotiated between the parties to this Agreement. The negotiated standards may be modified, altered or waived only upon mutual agreement of the parties. Employees failing to meet the negotiated standards shall be subject to progression discipline, up to and including discharge, for failure to meet said requirements.

Section 18.7. Drug Testing. The City may require employees to submit to a urinalysis test and/or other appropriate drug testing when the City determines there is reasonable cause for such testing. At the time of any urinalysis test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis test. The City will use reputable testing sources and reliable testing procedures.

If an employee tests positive, he shall be advised confidentially to seek assistance and counseling and to utilize any available health insurance or HMO benefits for chemical dependency treatment. An employee with a drug or alcohol abuse problem will be given the opportunity to satisfactorily complete a reputable substance abuse rehabilitation program before disciplinary action (suspension or discharge) is taken and such program shall be paid for by the employee to the extent not covered by insurance. Unlawful use of drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discipline, including discharge.

Section 18.8. Outside Employment. Employees wishing to hold outside jobs, including self-employment, which will not result in a conflict of interest or infringe on their ability to do their job for the City, shall apply in writing to the Fire Chief for approval on a form provided by the City. Such application shall be approved or denied within ten (10) working days after submission. Written approval will not be unreasonably withheld where the proposed employment will not present a conflict of interest or infringe on the employee's ability to do his job for the City. 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, is resulting in a conflict of interest or is infringing on the ability of the employee to do their job for the City, prior approval for such outside employment may be revoked, provided that the employee involved shall receive at least fourteen (14) calendar days advance notice in writing of such revocation.

Section 18.9. Light Duty. The Fire Chief may, at his discretion, offer or assign available light duty work with a physician's approval to an employee if the employee is qualified to perform such light duty work and if the employee is unable to perform full duty responsibilities because of illness, injury or temporary disability (as opposed to disability pension), provided there is a reasonable expectation that the employee will be able to resume full duties and responsibilities within six (6) months. Light duty assignments shall last no longer than ninety (90) calendar days, unless the City Manager approves an extension. An extension shall be for a period or periods of thirty (30) calendar days. Light duty, including extensions, shall not exceed six (6) months in duration.

An employee who is unable to perform full duty responsibilities because of illness, injury or temporary disability (as opposed to disability pension) has the right to request that he be assigned available light duty work that he is qualified to perform provided he has a physician's approval and provided that there is a reasonable expectation the employee will be able to assume full duties and responsibilities within six (6) months. The City will not deny an employee's request for available light duty work, except for reasonable justification, and provided that it is clearly understood that nothing in this Section shall be construed to require the City to create light duty assignments for an employee. Employees will only be assigned light duty assignments when the City reasonably determines that the need exists and only so long as such need exists.

Light duty work assignments shall be as specified in Appendix C of this Agreement. Any disagreement between the City's doctor and an employee's doctor as to an employee's medical ability to perform light duty assignments shall be resolved by a third doctor mutually agreed upon between the parties, the doctors of the parties, or by having an arbitrator selected under the grievance procedure select such a doctor. The cost of a third doctor's opinion shall be shared equally between the City and the affected employee.

Nothing in this Section shall affect the statutory rights of employees pursuant to the Pension laws or the statutory rights of the Pension Board in dealing with an employee on a disability pension.

The hours of work for an employee with a light duty assignment shall be eight (8) consecutive hours (excluding a one-half hour lunch period but including two fifteen minute break periods) between 8:00 a.m. and 4:30 p.m., Monday through Friday (unless the City's physician specifies a shorter period). When an employee is performing light duty assignments under this Section, the employee shall continue to receive his regular compensation and benefits.

In case a light duty assignment of an employee is terminated by the City, or the employee can no longer continue in a light duty assignment for medical reasons, then an employee who would otherwise be eligible for workers' compensation shall revert to workers' compensation status and be paid for the remainder of any twelve month period to which the employee is statutorily entitled, it being understood that a light duty assignment tolls the running of the one year period for an eligible employee.

Section 18.10. No Smoking. All employees are strongly encouraged to quit smoking.

Section 18.11. Posting of Training Opportunities. Training opportunities which the City is offering to employees will be posted in each fire station for at least seven (7) calendar days when time permits. Employees who wish to be considered for such training shall submit a written statement of interest to the Training Officer or other designated individual. The City reserves the right to exercise its discretion to select specific individuals for specific training programs, and to require employees to undergo training as it deems appropriate. Employees who are passed over for training opportunities shall be counseled as to the reason(s) why.

Section 18.12. Union Use of Bulletin Boards. The City will make available space on a bulletin board for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board.

Section 18.13. Inoculations - Communicable Diseases.

- (a) **Inoculations.** The City shall administer or provide, at City expense, a Hepatitis B Virus (HBV) Inoculation Series to all employees. The City shall administer or provide a verification test of successful inoculation to any employee that receives the inoculation series, and any additional inoculations necessary. As inoculations become available for additional strains of hepatitis, Human Immune deficiency virus (HIV) related conditions or Acquired Immune Deficiency Syndrome (AIDS) antibody positive conditions, such inoculations at City expense shall be provided to employees on a voluntary basis.
- (b) **Communicable Diseases.** Upon notification that an employee is significantly exposed in the course of duty to risk of transmission of disease, as defined by the U.S. Center for Disease Control, from a person determined to have a disease of a contagious or infectious nature, the employee shall be notified as soon as possible of such by the City, and the employee and members of the employee's family shall be granted, at the City's expense (to the extent not covered by insurance), medically necessary tests and/or screenings.

Section 18.14. Lost or Damaged Personal Property. In the event any item of personal property as specified below is lost or damaged in the course of an employee's duties while the employee is exercising due care and caution under the circumstances, the City will reimburse the employee for the repair or replacement of such item(s); provided the incident and the amount of the loss or damage is promptly reported to the Fire Chief, who shall determine whether or not the loss or damage occurred in the course of the employee's duties while the employee was exercising reasonable care and caution under the circumstances, and provided further that the City's responsibility under this Section shall not exceed \$200 per employee per incident. In the event that the loss or damage is determined not to be in the course of employment or is found to be due to the employee's negligence or as a result of ordinary wear, no reimbursement or repair shall be made. Only the following items shall be subject to replacement or repair under the provisions of this Section: eyeglasses, hearing aids and wrist watch, and then only to the extent that such items are not eligible for repair or replacement with the employee's uniform allowance. The employee shall, when applicable, pursue restitution and any amounts recovered will be signed over to the City, up to the amount the City paid to the employee.

Section 18.15. Discipline and Discharge.

- (a) Disciplinary actions instituted by the City shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee. When the City believes that just cause exists to institute disciplinary action, it shall have the option to assess the following penalties:

Oral reprimand
Written reprimand
Suspension
Discharge

The employee may file a written reply to any oral reprimand. If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

- (b) The Fire Chief shall have the authority to suspend without pay a member of his department for a period of not more than five (5) calendar days. The City Manager or his designee shall have the authority to suspend without pay for a period not to exceed sixty (60) calendar days or to discharge a member of the Fire Department, subject to the provisions below.
- (c) (i) Disciplinary action may be appealable only through the grievance procedure contained within this Agreement.
- (ii) Oral reprimands shall not be appealable.
- (iii) The appeal of a suspension without pay issued by the Fire Chief shall be commenced at Step 3 of the grievance procedure contained within this Agreement.
- (iv) The appeal of a suspension or discharge issued by the City Manager shall be initiated at Step 4 of the grievance procedure contained within this Agreement.

- (v) The appeal of any suspension or discharge must be commenced within ten (10) calendar days of such suspension or discharge.
- (vi) For any arbitration proceedings commenced to consider the discharge of a bargaining unit member, upon the selection of an arbitrator as provided in Section 7.3(a) of this Agreement, the Employer and the Union shall endeavor to schedule with the arbitrator as many hearing dates believed by the Employer and the Union to be required for completion of the arbitration hearing in an expeditious manner.
- (d) Employees shall be disciplined and discharged only for just cause, provided that probationary employees may be disciplined or discharged without just cause. The discharge of a probationary employee shall not be subject to the grievance and arbitration procedures set forth in this Agreement. A copy of all suspension and discharge notices shall be provided to the Union.
- (e) Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a grievance settlement or deemed appropriate by an arbitrator.
- (f) Any disciplinary action shall be removed from an employee's personnel file after twenty-four (24) months, at the employee's request, if there has been no recurrence of the kind of conduct giving rise to such disciplinary action. However, in order to substantiate a progressive history of corrective discipline, the City may maintain such disciplinary action in a separate file, which only may be used as evidence before a judicial/administrative tribunal, without regard to their dates of issuance, and may not be used in an arbitration hearing or in an appeal of an arbitration award.

ARTICLE XIX

MAINTENANCE OF ECONOMIC BENEFITS

All economic benefits, which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the City shall notify the Union of its intention to change them. Upon such notification, and if requested by the Union, the City shall meet and discuss such change before it is finally implemented by the City. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Union becomes aware of such a change and has not received notification, the Union must notify the City as soon as possible and request discussions if such discussions are desired. The failure of the Union to request discussions shall act as a waiver of the right to such discussions by the Union.

ARTICLE XX

PROMOTIONS

Section 20.1 General. Promotions shall be in accordance with the provisions of this Article. All vacancies shall be filled by promotion on the basis of examination, merit, subjective evaluations, seniority and eligibility for additional points.

Section 20.2. Eligibility Requirements. Members of the bargaining unit shall be eligible to participate in the process for promotion if they have a minimum of six (6) years of service with the Rolling Meadows Fire Department in the rank from which promotion is sought, and have obtained Provisional Fire Officer I Certification from the Office of the State Fire Marshal. In addition, candidates for promotion to the rank of lieutenant must hold the rank of firefighter/ paramedic and shall be required to have obtained an associate's degree from a college or university accredited by the North Central Association of Colleges and Schools, in order to participate in the promotion process.

Anniversaries of service that affect eligibility shall be calculated as of the date of the application deadline.

Section 20.3. Components of the Promotional Examination. The placement of eligible candidates on a promotion list shall be based upon the points achieved by the candidate on each of the following components:

<u>Component</u>	<u>Percentage Weighting</u>
Promotional Potential Rating Form (See Appendix D)	25%
Fireground Simulator	25%
Structured Oral Interview	25%
Written Examination	25%

Employees shall be notified of any changes or modifications to the rating form at least one year in advance of the next promotional testing cycle.

Each eligible candidate shall be entitled to participate in all components of the promotional process. If a candidate wishes to withdraw from the promotional process before completion of all components of the promotional process, the candidate, in writing, shall so advise the appointing authority, as designated by the City Manager.

The written examination shall be administered after all the other components have been administered and graded. The subject matter of the examination components shall be job-related and fairly test the capacity of the candidate to discharge the duties of the promoted position. The written examination shall be developed by the Illinois Fire Chiefs' Association. The parties also agree to utilize the Illinois Fire Chiefs' Association for the Fireground Simulator and Structured Oral Interview components of the promotion exam, unless otherwise mutually agreed by the parties. The examination shall be based only on the contents of written materials that the Fire Chief has identified as being appropriate for promotion to the applicable rank in the Rolling Meadows Fire Department and made available to potential examinees at least ninety (90) days before the examination is administered. The written examination will be graded on a scale of 0 (*i.e.*, no questions answered correctly) to 100 (*i.e.*, all questions answered correctly). At the completion of the written examination, candidates shall have the right to obtain their individual scores and review the answers to the examination that are considered to be correct. The City shall arrange to have a representative of the testing agency present at a review to be conducted for all candidates. The candidate shall bear any expense incurred for any additional reviewing of the answers to the examination with a representative of the testing agency.

Section 20.4. Scoring of Components and Posting of Preliminary Promotion List. The scores for each component of the promotional process shall be disclosed to each candidate as soon as practicable after the component is completed. Once all candidates have completed all components of the promotional process, the scores for all components for each candidate shall be tallied and a preliminary promotion list shall be prepared by the appointing authority as designated by the City Manager. Candidates shall be ranked on the preliminary promotion list in rank order based on the highest to the lowest points scored on all components of the promotional process. This preliminary promotion list shall then be posted on the bulletin board at each fire station.

Section 20.5. Additional Points and Posting of Final Promotion List. A candidate on the preliminary promotion list shall be eligible for additional points for seniority (Seniority - per Agreement, Section 10.1) as follows:

<u>Years Completed</u>	<u>Points</u>
10	0.5
11	1.0
12	1.5
13	2.0
14	2.5
15	3.0
16	3.5
17	4.0
18	4.5
19+	5.0

There shall be no military or veteran's points given.

The appointing authority as designated by the City Manager shall then make adjustments to the rank order on the preliminary promotion list based on any additional points that have been awarded for seniority. The final promotion list shall then be posted on the bulletin board at each fire station listing in rank order from highest to lowest the scores of all candidates whose scores for all components of the promotional process and additional points, if any, are 70 or better.

Section 20.6. Vacancy and Order of Promotion Selection. A vacancy in a position shall be deemed to occur on the date upon which the position is vacated, unless the City has determined to eliminate a non-bargaining unit position, and on that same date, a vacancy shall occur in the rank(s) below. When there is a vacant or newly created position that the City has funded and the City Manager has authorized to be filled, the Fire Chief shall appoint the person with the highest ranking on the final applicable promotional list, except that the Fire Chief shall have the right to pass over that person if the Fire Chief has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the rank in question. If the ranking person is passed over, the Fire Chief shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over more than once. If there is a dispute over the selection of the second highest

ranked person, the highest ranked person may file a grievance in accordance with the provisions of the grievance and arbitration procedure of this Agreement; provided, however, any such grievance must be filed within seven (7) calendar days of the date the employee is advised of the Fire Chief's reason for passing him/her over.

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

Section 20.7. Duration of Final Promotional List. A final promotion list shall be effective for a period of three (3) years from the date of its posting or the date that the list is exhausted, whichever occurs earlier. If a vacated position is not filled due to the lack of funding or authorization and is subsequently reinstated (*i.e.*, funded and authorized by the City), the final promotion list shall be continued in effect until all position(s) that were vacated and not filled due to the lack of funding or authorization have been filled or for a period of four (4) years beginning from the date on which the applicable position was vacated, whichever occurs first. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 20.8. Right of Review. Any individual participant in the promotional process who believes that an error has been made with respect to any section of this Article, or the Union may file a grievance in accordance with the provisions of the grievance and arbitration procedure of this Agreement; provided, however, any such grievance must be filed within seven (7) calendar days of the date the final promotion list is posted. If a timely grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting in the promoted position, and such employee shall be paid at the rank in which acting.

Section 20.9. Precedence of Article. Pursuant to Section 10(e) of the Fire Department Promotion Act and Section 15 of the Illinois Public Labor Relations Act, the provisions of this Article shall govern the process and procedure for promotion. If there is any conflict or inconsistency with either the Fire Department Promotion Act (P.A. 93-0411) or the rules and regulations of the Rolling Meadows Board of Fire and Police Commissioners, the provisions of this Article shall be applicable.

ARTICLE XXI

IMPASSE RESOLUTION

Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (Chapter. 48, Section 1614, as it existed on January 1, 1990), with the following three exceptions:

- (1) The arbitrator shall be selected in accordance with the selection procedure set forth in Section 7.3(a) of this Agreement;
- (2) Nine (9) calendar days before the first day of the interest arbitration hearing, or such earlier time as may be agreed to by the parties, the parties shall simultaneously exchange final offers on each

issue legitimately in dispute which is subject to interest arbitration. Thereafter, neither party may change its final offer except as provided by Section 14(g) of the IPLRA (*i.e.*, pursuant to direction by the arbitration panel prior to the conclusion of the hearing) or except as part of a negotiated written settlement of some or all of the issues in dispute; and

- (3) If interest arbitration is invoked pursuant to the IPLRA, the parties agree that the arbitration award will be effective during the fiscal year in which this Agreement expires even though the arbitration process was not initiated prior to the beginning of that fiscal year. In this regard, the parties by agreement are rendering inapplicable the limitation contained in Section 14(g) of said Act regarding increases in rates of compensation that may be awarded by the arbitration panel. The arbitration panel shall be advised of this modification to the scope of their authority at the commencement of any interest arbitration hearing, and shall have authority to award increases in rates of compensation and other economic benefits retroactive to the commencement of the fiscal year.

ARTICLE XXII

POLICE AND FIRE COMMISSION

The parties recognize that the Board of Fire and Police Commissioners of the City of Rolling Meadows has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Subject to Section 18.3 and Article XX of this Agreement, nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners.

ARTICLE XXIII

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect. The City and the Union agree to immediately begin negotiations on a substitute for a provision found invalid or unenforceable, provided that no arbitration of a bargaining impasse arising as a result of such negotiations shall take place absent mutual agreement of the parties, or until the arbitration of bargaining disputes arising from the re-negotiation of the entire Agreement pursuant to the terms of Article XXIV (Termination), whichever occurs first.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the City by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE XXIV

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement.

With regard to safety considerations to the public and to employees, current operational procedures in connection with personnel shall continue to apply.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The Union specifically waives any right it might have to impact or effects bargaining for the life of this Agreement.

ARTICLE XXV

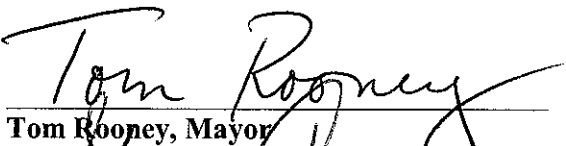
TERMINATION

This Agreement shall be effective as of January 1, 2013 after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of December 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other at least sixty (60) days prior to the December 31st anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

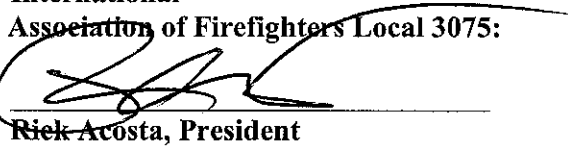
Executed this _____ day of _____, 2013.

City Of Rolling Meadows:


Tom Rooney, Mayor


Ginny Cotugno, Deputy City Clerk

**Rolling Meadows Professional Firefighters,
International
Association of Firefighters Local 3075:**


Rick Acosta, President

APPENDIX A

WAGE SCHEDULE

Effective Dates with Percentage Increases

Effective Dates:

FF/Paramedic			
	<u>1/1/2013</u>	<u>1/1/2014</u>	<u>1/1/2015</u>
	<u>[0%]</u>	<u>[2%]</u>	<u>[2%]</u>
Start	\$58,000	\$59,160	\$60,343
Step 2	\$64,589	\$65,881	\$67,198
Step 3	\$70,124	\$71,526	\$72,957
Step 4	\$75,661	\$77,174	\$78,718
Step 5	\$81,198	\$82,822	\$84,478
Step 6	\$86,734	\$88,469	\$90,236
Step 7	\$92,270	\$94,115	\$95,998

Lieutenant			
	<u>1/1/2013</u>	<u>1/1/2014</u>	<u>1/1/2015</u>
	<u>[0%]</u>	<u>[2%]</u>	<u>[1.81%]</u>
Step 1	*	*	*
Step 2 (<u>after 12 months at Step 1</u>)	\$105,259	\$107,364	\$109,308

* A Step 1 Lieutenant's base wage schedule is to be 5% higher than a Step 7 Firefighter/Paramedic.

APPENDIX C

LIGHT DUTY ASSIGNMENTS

A. Fire Prevention Bureau

1. Filing - FPB complaints, false alarm notices, inspection reports, and similar type material.
2. Update statistical data reflecting response.
3. Update computerized fire inspection fire.
4. Update owner/occupant files.
5. Perform re-inspections.
6. Pre-fire planning.

B. Public Fire Safety Education

C. Administration

1. Data entry on computer .
2. Research to assist in preparation of organizational reports.
3. Solicit bids, proposals, and competitive pricing for use in preparing purchase orders.
4. Pick-up and deliver supplies, materials, and equipment needed during regular; operations.

D. Fire Service Related Schools

Attendance at schools, seminar, health and safety conferences, EMS conferences and didactic facilities for fire service related matters.

E. Training

1. Maintain Train Division filing system.
2. Assist the train officer in preparing materials for use in departmental training programs.
3. Conduct classroom training when the individual possesses specialized skills or is knowledgeable enough in a subject area to provide an effective learning experience for fire department.

F. Other duties that are of a similar nature and type as listed above.

APPENDIX D

Lieutenant Promotional

- I. Candidates for promotion to Lieutenant shall be rated regarding their promotional potential using the attached rating instruments by a panel consisting of members A, B, C and D, which members shall be as follows:

A, B & C - Three (3) Battalion Chiefs
D - Lieutenant - chosen by candidate or appointed by Panel Coordinator
- II. The above raters, plus the Fire chief or his designee, will be a promotional panel tasked with the responsibility of reaching a consensus rating for all candidates. The Fire Chief shall appoint the three (3) Battalion Chiefs to serve on the promotional rating panel. The Fire Chief, or his designee, will serve as Panel Coordinator and will not rate the candidates except as required in Section 6 of this document.
- III. Panel member "D" may be from the candidate's shift or any other shift Lieutenant. The candidate or the Panel Coordinator will select panel member "D."
 1. Candidates will complete the attached application form indicating their preferred lieutenant or indicating no preference.
 2. If the candidate selects a rater, that person will be the "D" member of the panel.
 3. If no preference is indicated, a lieutenant will be selected using a criteria such as fair distribution of workloads and prior contact with the candidate. Members of the panel, other than the Panel Coordinator, will not be informed if the candidate or the Panel Coordinator selected the "D" rater.
- IV. Panel members A, B, C and D will rate the candidate's promotional potential separately, not in conjunction with other supervisors or panel members.
- V. Rater "D" may have had limited contact with the candidate. With this in mind, rater "D" is obligated to review records relating to the candidate and conduct appropriate interviews, as needed. Interviews may include other supervisory and command personnel, as well as the candidate. Records may include general departmental records, training files, and non-confidential records retained by the candidate's past and present supervisor(s).
- VI. Rating forms will be forwarded to the Fire Chief by the date designated by the Panel Coordinator. The Panel Coordinator will review the rating forms to determine if consensus exists. For the purpose of this process, the Panel Coordinator will decide a "consensus" is present if none of the scores for any criteria vary by more than one rating point.

For example, if the four raters score a candidate as follows for criteria #1,

Attendance and Punctuality:

Rater A.....4

Rater B.....3

Rater C.....4

Rater D.....3

"Consensus" has been reached.

Conversely, if a candidate's core on any criteria varies by more than one point, "consensus" will not have been attained. Example:

Attendance and Punctuality:

Rater A.....4

Rater B.....3

Rater C.....2

Rater D.....3

"Consensus has not been reached.

In the event any criteria lacks consensus, the Panel Coordinator will convene the panel to discuss non-consensus criteria for each candidate. If a consensus is not reached at this meeting, the Panel Coordinator will select the consensus rating for the panel, based upon the panel discussion.

- VII. Consensus ratings once determined by the panel cannot be changed and are not subject to further review, unless so directed by the Fire Chief.
- VIII. Candidates will receive a copy of their consensus scores within two (2) duty days of their submission to the Fire Chief. They may request, within two (2) duty days of distribution of scores, a meeting with their immediate supervisor for the purpose of explanation and clarification of their scores. Scores will be distributed by the Office of the Fire Chief.

A raw consensus score will be provided to the Fire Chief. Raw scores will be computed to two (2) decimal points and forwarded to the Fire Chief on one list, ranked by highest score.

There is no passing or failing grade standard for the Performance Potential Rating system.

December 10, 2013

Mr. Rick Acosta
President, Rolling Meadows
Professional Firefighters
P.O. Box 1441
Arlington Heights, Illinois 60006

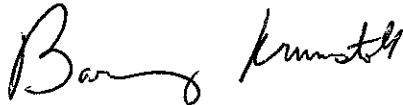
Re: Grievance Form

Dear Mr. Acosta:

This letter will confirm the agreement of the City of Rolling Meadows, Illinois and the Rolling Meadows Professional Firefighters, International Association of Firefighters Local 3075, to use the attached form for the processing of grievances as provided in Sections 7.2 and 7.3 of the parties' collective bargaining agreement. This form will continue to be used until the parties mutually agree in writing to change the form. Individuals who need more space than is provided on the form shall attach and sign, clearly labeled separate sheets. Any agreements to waive or extend any time limits shall be written and signed by the parties and attached to the grievance form.

Please sign this letter in the space provided below if the foregoing correctly reflects the understandings of the parties.

Sincerely,



Barry Krumstok
City Manager

Accepted: _____

Rick Acosta, President

12/12/13

Date

GRIEVANCE No. _____

GRIEVANCE FORM

STEP 1

Statement of Grievance and Relevant Facts:

Dates of Alleged Contract Violation:
Contract Provisions Allegedly Violated:
Relief Requested:

Signature of Grievant: _____

Dated: _____

Receipt Acknowledged by
Battalion Chief

Signature

Date Received

Response of Battalion Chief:

Battalion Chiefs Signature:

Date Delivered to grievant: _____

Receipt Acknowledged by grievant:

STEP 2

Appealed to Step 2: Yes _____ No _____

To the extent possible, reasons grievant believes the grievance was not satisfactorily resolved at prior step:

Receipt of appeal Acknowledged

By Deputy Chief:

Date: _____

Date of Grievance meeting, if any:

Deputy Chief's response:

Deputy Chiefs Signature: _____

Date Delivered to Grievant: _____

Receipt Acknowledged by Grievant:

Date: _____

STEP 3

Appeal to Step 3: Yes _____ No _____

To the extent possible, reasons grievant believes the grievance was not satisfactorily resolved at prior step:

Receipt of appeal Acknowledged
By Fire Chief:

Date:

Date of Grievance meeting, if any:
Fire Chief's response:

Fire Chiefs Signature: _____

Date Delivered to Grievant: _____

Receipt Acknowledged by Grievant:

Date:

STEP 4

Appealed to Step 4: Yes _____ No _____

To the extent possible, reasons grievant believes the grievance was not satisfactorily resolved at prior step:

Receipt of appeal Acknowledged

By City Manager:

Date: _____

Date of Grievance meeting, if any: _____

City Manager's response:

City Manager's Signature: _____

Date Delivered to Grievant: _____

Receipt Acknowledged by Grievant:

Date: _____

APPEAL TO ARBITRATION

Does the Union wish to Appeal to Arbitration: Yes: No: _____

Signature of Union Official

Authorizing Appeal to Arbitration: _____

Date: _____

Receipt of Notice of Appeal Acknowledged by City Manager:

Date: _____