

AGREEMENT

Between

CITY OF DEKALB, ILLINOIS

And

DEKALB INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 1236
AFL – CIO

July 1, 2014 – June 30, 2017

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**AGREEMENT
DEKALB INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 1236**

This Agreement is entered into by and between the City of DeKalb, Illinois and the DeKalb International Association of Firefighters, Local 1236, International Association of Firefighters, AFL-CIO.

When the descriptive nouns he, him, his, she, her, hers, they, their, or them are used in this document, it shall serve to describe any employee, male or female.

PREAMBLE

THE CITY OF DEKALB, ILLINOIS, hereinafter referred to as the "City", and the DeKalb Firefighters Association, Local 1236, of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Union", in order to increase general efficiency in the Fire Department, to maintain the existing harmonious relationship between Fire Department and employees of the Fire Department and to promote the morale, rights, and well-being of the employees of the Fire Department, hereby agree as follows:

ARTICLE I Recognition

Section 1.1 Definitions

- A. **Fire Department:** Whenever used in this Agreement, the phrase "Fire Department" shall be synonymous with the City of DeKalb.
- B. **Employees of the Fire Department covered by this Agreement:** All active full time employees of the Fire Department who hold certificates of appointment by the Board of Fire and Police Commissioners, excluding, however, the Fire Chief, Deputy Fire Chiefs, and the Assistant Fire Chiefs. All references to employees in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to mean male and female employees.
- C. **City Officers:** The individual employees of the Union who are employees of the Fire Department covered by this Agreement are officers of the City, and are to be governed by the highest ideals of honor and integrity in all their public conduct in order that they may merit the respect and confidence of the general public.

Section 1.2 Recognition

The City recognizes that the Union is the sole and exclusive representative and bargaining agent for all employees of the Fire Department covered by this Agreement for the purpose of bargaining with respect to wages, benefits, hours of work, and working conditions.

Section 1.3 Deduction of Union Dues

Subsection A. Check-off

Upon receipt of a signed authorization from an employee in the form set forth in Appendix "E", the City agrees to deduct from such employee's pay uniform Union dues. The Union will notify the City in writing of the amount of the uniform dues to be deducted annually. Deduction shall be made on each payday and shall be remitted, together with an itemized statement, to the Treasurer of the Union or his designee by the 15th day of the month following the month in which any such deductions are made.

Subsection B. Fair Share

Any employee who is not an employee of the Union shall, as a condition of employment, be required to pay a proportionate share (not to exceed the amount of Union dues) of the cost of the collective bargaining process contract administration and pursuing matters affecting wages, hours, and conditions of employment. Any employee who has not made application for membership shall, on or after the sixtieth (60th) day following his date of hire, also be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such monthly fair share service charge shall not exceed the uniform monthly dues and/or assessment(s) paid by an employee of the Union. Such amount shall not exceed the employee's proportionate share of the costs of the collective bargaining process and contract administration and shall not include any monies which are or may be used for political purposes or any employee only benefit.

The Union agrees to comply with the requirements of the United States Constitution as to fair share fee payments, including giving timely notice of the fee and an explanation of the basis therefore, an audited breakdown of the major categories of expenses, placing any disputed amounts in escrow pending resolution of any objections, and shall advise the fair share fee payors in writing of the dispute resolution procedure for such objections. The Parties agree that all such objections shall be consolidated for purposes of adjudication and the procedures of the IPLRA, 5 ILCS 315/1, 6 and the office of the Illinois State Labor Relations Board shall be utilized for dispute resolution.

Subsection C. Payroll Deduction of Fair Share Fee

During the term of this Agreement, the City agrees to make a payroll deduction each payday for the fair share fee, in the amount certified to be current by the Treasurer of the Union, from the pay of those fair share employees covered by this Agreement. The total amount of the fair share deductions shall be remitted along with the dues deductions as set forth in Subsection A above.

Subsection D. Involuntary Deductions

In the event that an employee fails to voluntarily sign a check-off authorization, or if any employee who has previously signed an authorization objects to a specific deduction or assessment, the City shall make an involuntary deduction from the wages of the employee in the amount previously certified to the City by the Treasurer of the Union and forward such sums to the Union by the fifteenth (15th) day of the month following the month in which such deductions are made.

Subsection E. Objections on Religious Grounds

The obligation to pay a fair share fee to the Union shall not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

Subsection F. Objections on Other Grounds

Any non-union member making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues not germane to the collective bargaining process or contract administration.

Subsection G. Indemnification

The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article. The Union shall reimburse the City for any improper deduction of Union dues resulting from incorrect information provided to the City by the Union.

ARTICLE II Wages & Hours of Work**Section 2.1 Wages****Subsection A.**

Employees shall be compensated in accordance with the rates set forth in Appendix "A", which is attached hereto and made a part hereof.

Employees covered by this Agreement shall advance to the next step in the salary schedule at the beginning of the pay period following the anniversary date of their appointment or promotion each year until they have advanced to the last step of the salary schedule.

Subsection B.

The Firefighter/Paramedic and Lieutenant/Paramedic pay classifications are for active certified Firefighter/Paramedics and Lieutenant/Paramedics. Employees within the Paramedic pay classifications will cease to be paid at the rate within that classification upon one of the following events:

1. Employee's failure to maintain Paramedic certification.
2. Employee's voluntary withdrawal from active Paramedic duty. Said withdrawal shall be upon written request to the Fire Chief.

3. Determination by Fire Chief that employee is no longer physically or mentally capable to perform Paramedic functions. Said determination will include consultation with the Emergency Medical Services Coordinator.

Upon one of the above events occurring, employees will immediately be reassigned to the Firefighter or Lieutenant pay classification.

Subsection C.

Full-time, non-probationary employees shall be eligible for one additional salary increment subsequent to obtaining a level of education beyond that of high school. Employees who voluntarily participated in non-required educational and training programs shall be eligible to receive educational incentive pay on the following basis:

1. Employees receiving an Associate Degree in Fire Science, Fire Service Administration or Fire Safety from an accredited educational institution shall receive Two Hundred Fifty and No/100 Dollars (\$250.00) per year on or before December 1 of each year.
2. Employees achieving fifty percent (50%) of necessary credits required for an Associate Degree in Fire Science, Fire Service Administration or Fire Safety shall receive One Hundred Twenty Five and No/100 Dollars (\$125.00) per year on or before December 1 of each year.
3. College courses counting toward educational incentive pay shall be those courses normally required for, or included in the curriculum leading towards an Associate Degree in Fire Science, Fire Service Administration, or Fire Safety.
4. Employees requesting educational incentive pay shall be required to provide information concerning each college course, and proof of satisfactory completion of the course.

Subsection D.

A qualified employee will receive, prorated to the nearest full month, educational incentive pay at the time of his retirement.

Section 2.2 Hours of Work

Subsection A. Hours of Work

The normal shift schedule for employees whose principal assignment is fire suppression and/or paramedic duties shall be twenty-four (24) consecutive hours of duty beginning at 0700 hours followed by forty-eight (48) consecutive hours off duty. Effective July 1, 1994, the hours thus generated shall be reduced by scheduling a "Kelly Day" off duty every twelfth (12th) duty day to produce an average workweek of fifty-one and 33/100ths (51.33) hours per week.

The normal shift schedule not assigned to fire suppression and/or paramedic duties shall be seven and one-half (7.5) hours per day Monday through Friday.

Subsection B. FLSA Work Cycle

The City shall establish an individual work cycle for each employee covered by this Agreement. Each employee shall be scheduled to work an eighteen (18) day cycle followed by another eighteen (18) day cycle. This schedule will be continuously repeated. The first cycle will begin at 1900 hours on the first day of the cycle and end at 1900 hours on the eighteenth (18th) day of the cycle. Each employee's work cycle shall be established so that the employee's Kelly Day (12th shift) begins at 0700 hours on the last day of the second (2nd) eighteen (18) day cycle.

Subsection C. Trades

Kelly Days may be traded between employees assigned to the same shift according to the same procedures utilized for trading duty time described in Section 2.12 of this agreement. Such trades are voluntary between employees and shall be paid back so that no FLSA liability for the City is created. Additionally, no overtime shall be created due to any Kelly Day trade.

Subsection D. Calculation of Average Work Week and Straight Time Hourly Rate

Definitions: Days in an Astronomical year equals 365 days, 5 hours, 48 minutes and 46 seconds, equaling 365.242188 days per astronomical year. The figure 365.25 days per year will be utilized for the purposes of this Agreement.

The method used to determine the average weekly hours worked if a "Kelly Day" is scheduled every 12th day is listed as follows:

Shifts per year	365.25/3 shifts	=	121.75 duty shifts per year per firefighter.
Shift hours per year	121.75 x 24 hours	=	2922 annual hours per year per firefighter without Kelly Days
Weeks per year	365.25/7	=	52.18 weeks per year.
Average hours per week	2922/52.18	=	56 hours per week without "Kelly Days".
Kelly Days per year	121.75 Shifts/12 (Kelly Day every 12 th Shift)	=	10.15 Kelly Days per year.
Kelly Day hours per year	10.15 x 24 hour shifts	=	243.6 Kelly hours per year
Average hours per year With "Kelly Days"	2922 hours per year – 243.6 Kelly hours	=	2678.4 hours per year per firefighter
Average hours per week	2678.4 hours per year/52.18 weeks	=	51.33 hours per week

The straight time hourly rate for employees shall be calculated by dividing their annual salary by their regularly scheduled annual hours of work. For employees assigned to fire suppression and/or paramedic duties, the annual hours of work are 2678.4.

Subsection E. Overtime

Definitions:

1. "Overtime" shall be defined as all hours worked in excess of an employee's scheduled normal work shift.
2. "Rate" Employees who are assigned to work in excess of their normal work day shall be paid at the rate of 1.5 times their regular straight time hourly rate for all overtime hours worked. All overtime calculations shall be rounded up to the nearest quarter hour.

3. "Call Back" shall be defined as overtime occasioned by an employee being ordered to return to duty after being in a status of off duty.

Employees called back to duty after having been relieved of duty shall be paid a minimum of two (2) hours overtime at 1.5 times their straight time hourly rate of pay.

Compensation for disasters and training deployments that mimic disaster deployments will start from the time of home station departure to the time employee is released from duty after home station return.

In the event circumstances necessitate recall of employees for non-emergency situations, a notice of such recall shall be given at least seven (7) calendar days prior to the time the employee is directed to work; provided, further, that the circumstances necessitating such recall are foreseeable prior to such seven (7) calendar day period. Fire fighting duty, ambulance duty and rescue duty shall be considered emergency situations.

4. "Holdover" – an employee ordered to remain on duty past the regularly scheduled time to go off duty shall receive a minimum of one (1) hour of overtime at 1.5 times their straight time rate of pay.
5. Effective July 1, 2015, any time previously accrued and categorized as Compensatory Time will be transferred and re-categorized as "Time Due." Previously accrued comp time shall not be forfeited if it would otherwise exceed the 205 hour cap discussed below. The following procedure shall be followed for utilizing the Time Due/Comp Time option:

- a. Accrual Limits: Accumulation of Time Due shall start at the beginning of each fiscal year. Time Due may be accumulated in increments of no less than 2 hours at a time. Time shall be banked at a rate of 1.5 times the number of hours worked (e.g., 24 hours worked equals 36 hours banked). A maximum of 205 hours may be held in the bank at any one time.

If time worked is to be banked, all of it must be banked (i.e., if 7 hours worked, all 7 must be banked if electing to do so). However, if the full amount would cause the balance accrued to exceed the maximum 205 hours, only that which will bring the balance to 205 hours will be banked and the remainder will be paid as overtime.

- b. Notice of Banking Time Due: When an employee elects to bank Time Due, the employee shall notify the Shift Commander within four (4) hours of reporting for duty. An Earned Time Due Bank Request Form shall be completed by the employee and submitted to the Chief or his designee.

When electing to bank time from training, public education, or other reasons, the employee shall notify the officer in charge of the assignment upon completion of the

assignment. An Earned Time Due Bank Request Form shall be completed by the employee and submitted to the officer in charge of the assignment. Hours worked shall be verified by the officer in charge of the assignment, who shall then sign the form and forward the form to the Chief or his designee.

- c. Request to Use Time Due Bank Time: In order to request Time Due time, the employee must have the time in the bank. The time must be requested in increments of four (4) hours. A Request to Use Time Due shall be completed by the employee and submitted to the Shift Commander. All requests will be recorded with the date and time they are received.

In general, the employee should provide as much advanced notice of the request as possible. The employee should notify his/her Shift Commander by 5:00 p.m. on his/her duty day in advance of the requested Time Due usage. Requests received after 5:00 p.m. on the duty day in advance of the requested Time Due usage will not be honored except in cases of emergency, as determined by the Shift Commander.

- d. Unduly Disruptive Days: If a hire-back is necessary to cover the employee's requested time off (i.e., the employee's leave will cause the shift to fall below the established minimum shift staffing) the Shift Commander shall so advise the employee. All Hire-Back and Force Back rules shall apply in order to fill vacancies caused by a Hire-Back Bank Request except as expressly modified by this Article. It is agreed by the parties that the implementation of such Hire-Back and Force Back rules 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. In such case, the employee shall have the following options:

1. To direct the Battalion Chief to forgo the request for time off and requisition payment for 36 hours of banked time (e.g., 24 hours requested at time and one half equals 36 hour reduction in Hire-Back Bank) on the next regular payroll check;
2. To withdraw the request and to resubmit a request for leave at another time that does not cause a hire-back; or,
3. Take the leave requested.

If the leave requested 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 hire-back bank shall be reduced by time and one half for each hour granted off (e.g., 24 hour hire-back at time and a half equals 36 hour reduction in Hire Back Bank). 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 Hire-Back Bank reduced hour for hour (e.g., 24 hours off equals 24 hours reduction in Hire Back Bank).

- e. Filling Hire-Back Bank Requests: Requests for Hire-Back Bank use will be prioritized in the order in which they are received. If the requirements of a specific assignment cannot be met (e.g., officer, driver, etc.), or if sufficient hire-backs cannot be filled to meet the number of requests, the requests will be denied in reverse order of priority. When attempting to fill a request, no more than three (3) attempts will be made. Force back rules will apply only for use in increments of twenty-four (24) hours and will not apply for uses on holidays. After three (3) unsuccessful attempts to fill a request of less than twenty four (24) hours or a holiday request, the request will be denied.

In order to minimize personnel changing stations during a shift to accommodate Hire-Back Bank usage of twelve (12) hours or less, the Shift Commander may, in his reasonable discretion, direct that preference be given to a specific assignment (e.g., officer, engineer, blue shirt, etc.).

- f. Cash Out: If an employee elects to cash in banked time for time-and-one-half pay (e.g., 24 hours pay at time and a half results in 36 banked hours being deducted), a Request to Use Time Due Bank Time Form indicating such shall be completed by the employee and submitted to the Shift Commander.
- g. Indemnification: In consideration of the Employer's agreement to allow employees to establish time due compensatory time banks and to schedule time due in accordance with the terms and conditions of this Article, the Union agrees to the following:

Subject to the parties' agreements and adoption of the alternative procedure described in paragraph (b), 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 Hire-Back Bank/Compensatory Time do not comply with Section 7(o)(5) of the Fair Labor Standards Act regarding the use of compensatory time.

- h. Arbitration of disputes: 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, Section 4.7 of this Agreement, except that such grievance shall be filed at Step 2. 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 §7(o)(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 applicable §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.

Subsection F. Rules and Regulations

The normal weekly work hours of an active full-time employee of the Fire Department holding a certificate of appointment by the Board of Fire and Police Commissioners may not be changed from thirty seven and one-half (37.5) hours to fifty-one and 33/100ths (51.33) hours, or from fifty-one and 33/100ths (51.33) hours to thirty seven and one-half (37.5) hours for more than thirty (30) consecutively scheduled shifts without the concurrence of the City Manager.

Further, the City agrees that Firefighters covered by this Agreement will not be required to work more than 72 hours continuous duty, with a minimum of 24 hours separation between shifts. The only exception to this will be disaster deployments and disaster operations.

Subsection G. Swing Shift

Employees not assigned to regular 24 hour duty shifts shall be designated swing shift employees. The assignment of employees to swing shifts shall be made according to the following conditions:

1. The work shift shall be followed by no less than 24 hours off duty;
2. Employees shall not be required to work more than 48 consecutive hours;
3. The work shift shall not be less than a 24 hours except by mutual agreement;
4. The annual average weekly hours shall not exceed 51.33 hours per week;
5. Work schedules shall be posted based on 28 day cycles. Each employee shall be scheduled to work eight (8) or nine (9) 24 hour duty shifts within each 28 day cycle. There are 13 cycles in a year, with six cycles being eight duty shifts and seven cycles being nine duty shifts. One additional 14 hour shift shall be worked within the year on an eight (8) shift cycle. These shifts account to 2,678 annual hours worked. Employees shall be notified of their shift work schedule no less than two weeks before their assignment begins; provided, upon mutual agreement, swing shift personnel may be moved as necessary to cover shift shortages that may occur after the schedule is posted.
6. An individualized FLSA work cycle of 28 days shall be established for employees assigned to swing shift. The first work cycle shall begin at 1900 hours of the first day of the cycle and end on the 28th day of the cycle at 1900 hours and shall be repeated throughout the calendar year.

Swing shifts shall be staffed with at least two (2) firefighters. The swing shift assignments as well as regular duty shift assignments shall be distributed equally among these firefighters. Non-regular duty shifts or swing shifts shall consist of not less than two (2) firefighters. Swing shift assignments shall be made based on reverse seniority. Beginning on September 1st of each year employees up to class "E" shall be afforded the opportunity to bid for the swing shift positions. If no firefighters request this assignment, then the least senior employees shall be placed on swing shifts.

The shift assignments of swing shift employees shall be made to vacancies that exist after all regular duty shift personnel have picked their vacation days.

Swing shift employees shall first be placed on days when daily staffing falls below thirteen (13) firefighters. The next placement shall be made on shifts with thirteen (13) firefighters, and the following placement on shifts with fourteen (14) firefighters. The balance of the days may be placed at the preference of the individual swing shift employee subject to priority of seniority and the aforementioned scheduling parameters and subject to the following conditions:

- 1) Ordinarily such Kelly Days or other paid time off shall be scheduled so as to overlap the beginning and end of each of the individual work cycles that occur during the calendar year. This scheduling rule has the effect of subtracting 12 hours from the adjacent workdays of each work cycle and eliminating FLSA overtime for regularly scheduled work by reducing the hours regularly scheduled and actually worked in each of the 13 work periods below the FLSA maximum of 212 hours.
- 2) This scheduling requirement may be waived if the employee has already scheduled vacation or holiday time off in a particular period so that the FLSA maximum of 212 hours cannot be exceeded.
- 3) So long as the 212 hour FLSA maximum is not exceeded in any work period and they are scheduled to work on all days when the daily staffing falls below 13 firefighters, swing shift employees may schedule their Kelly days and vacation or holiday time off at their preference subject to the priority of seniority.
- 4) Swing shift employees recalled to work or otherwise assigned to work overtime on shifts outside their scheduled shifts shall continue to receive 1 ½ pay for all such work consistent with subsection A of this Article.

After this scheduling is completed, swing shift employees may then place up to half of their vacation days per cycle on the established schedule. Vacation days can be placed if other swing personnel can cover overtime liabilities. A minimum of 24 hours off shall be maintained prior to and after a swing shift personnel's vacation pick unless mutually agreed otherwise. Swing shift employees shall be allowed to trade with a firefighter of equal or higher time and grade on the same basis as non- swing shift employees up to and including short shift fill in. Swing shift employees shall also be allowed to participate in overtime in the same fashion as non- swing shift employees consistent with the rules of their respective shift.

Subsection H. Shift Transfers

Shift transfers affecting multiple employees may be scheduled annually for the purpose of balancing seniority among the three shifts and staffing acting officer positions on each shift. The transfers shall commence during the first fourteen (14) days of January. The employees transferred shall be scheduled to have 48 consecutive hours off duty before being placed on their new shift. The transferred employees' first scheduled duty shift on his/her new shift shall be the next duty shift available following the effective day of the transfer. Kelly Days shall be scheduled on the employees new shift so as to eliminate FLSA overtime liability (i.e. regularly scheduled hours worked do not exceed the currently applicable FLSA maximum of 136.28 hours).

It is further agreed that, for bona fide operational reasons, the Fire Chief may transfer individual employees at any time during a calendar year as long as:

1. The employee is not scheduled to a duty shift on a new shift that is less than the 48 hour window of consecutive time off provided by the regular work schedule and
2. Kelly Days are scheduled on the new shift so as to eliminate FLSA overtime liability.

Section 2.3 Special Assignments

Subsection A. Battalion Chiefs' 0630 Assignment

The Battalion Chief's work assignment will be as follows:

1. All Battalion Chiefs will report for duty at 0630 hours each day.
2. All Battalion Chiefs will complete their tour of duty at 0700 hours the following day.
3. If a Captain, or in the absence of the Captain one of the Lieutenants on the Captain's eligibility list, is informed at least one (1) duty day in advance that the Battalion Chief will be absent, then the Captain, or in the absence of the Captain one of the Lieutenants on the Captain's eligibility list, will report for duty at 0630 hours and complete his duty at 0700 hours the following day.
4. All Battalion Chiefs, Captains, or in the absence of the Captain and Battalion Chief one of the Lieutenants on the Captain's eligibility list, reporting for duty at 0630 hours and completing duty at 0700 hours the following day will be compensated for .5 hours of pay at the overtime rate.

Subsection B. Training Battalion Chief Assignment

The parties acknowledge that the Training Battalion Chief assignment does not currently exist because the work is performed by non-bargaining unit command staff personnel, pursuant to the parties' Supplemental Agreement regarding Departmental Reorganization signed on September 24, 2012. If the City decides to eliminate the assignment of training responsibilities to command

staff personnel, then the City shall reinstate the Training Battalion Chief position, and the position shall be governed by the requirements of this Section 2.3(B). Any member assigned to the Training Battalion Chief position will be subject to the following provisions. All other provisions of the Agreement, except as modified below, shall remain in full force and effect.

1. At least one Battalion Chief will be assigned to the Training Battalion Chief Assignment. The Fire Chief will assign a Battalion Chief to the position of Training Battalion Chief based on seniority.
2. All Battalion Chiefs will be given an opportunity to request assignment to the Training Battalion Chief position. The senior Battalion Chief will have first choice followed by the next senior and so on. Every person requesting the assignment must understand and agree that the assignment requires a minimum two-year commitment. At the end of the two-year commitment, the incumbent may request another two-year commitment. If the incumbent requests an additional two-year commitment, the incumbent shall receive the assignment, with Fire Chief's approval. If none of the Battalion Chiefs request assignment to the position, the most junior Battalion Chief shall be assigned. When a position becomes open in fire suppression, the Training Battalion Chief will have the option to return to suppression duties on a seniority basis, if he was placed in the position due to lack of openings within fire suppression, with Fire Chief's approval.
3. Upon assignment to the position, arrangements will be made to certify the Battalion Chief as Instructor III. Exceptions to this certification will be discussed between Union and Management.
4. **TRAINING.** The Training Battalion Chief will receive the same required training as is scheduled for other firefighters.
5. **PAY.** The rate of pay for Training Battalion Chief will be five and eight tenths percent (5.8%) higher than that of a Battalion Chief assigned to fire suppression (See Appendix "A").
6. **HOURS.** The Training Battalion Chief will be assigned to work 37.5 hours per week and will be paid overtime after 7.5 hours per day.
7. **VACATION.** Upon assignment to the Training Battalion Chief position, the person shall receive a prorated amount of vacation time based on a conversion from a 24-hour shift to a 37.5-hour week. Upon reassignment to fire suppression duties, the Battalion Chief shall also convert the vacation time as provided in the preceding sentence. The Battalion Chief shall receive vacation according to the following schedule (a shift is the equivalent of a 7.5 hour day):

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
1 year through 6 full years	10 shifts
Over 6 full years through 13 years	16 shifts
Over 13 full years	20 shifts
Over 17 full years	25 Shifts

8. **HOLIDAYS.** Paid holidays for the Training Battalion Chief shall be as follows: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and two floating holidays. In the event that any of the above holidays fall on a Saturday, then the preceding Friday shall be observed as the holiday. In the event that any of the above holidays fall on a Sunday, then the following Monday shall be observed as the holiday. Floating holidays shall be credited on the date of assignment. Floating holidays may not be accumulated or carried forward from year to year.

Subsection C. Fire Prevention Assignment and Duties

The City and the IAFF agree and acknowledge that the City is currently undertaking a modification of its inspection programs for commercial properties in the City. At the present time, it is contemplated that initial inspections will be completed using on-duty fire department personnel. As part of this program, the City shall assign a Lieutenant to the Fire Prevention Bureau; the City may also choose to assign a Fire Marshal who will hold a sworn rank greater than the rank of Battalion Chief. The Fire Marshal shall be a non-bargaining unit position and shall be appointed by the Chief in accordance with the procedure described in Section 4.2.1.

In addition, the City may assign shift personnel to conduct fire inspections or to prepare and review preplans. Such personnel may be on-duty working their normally assigned shift, or may be hired back on a 7(g) overtime basis. The Chief shall determine in his discretion the number of personnel that will be assigned to fire inspection activities. Fire inspection assignments shall be made pursuant to Section 3.3, Special Teams, or as may be otherwise mutually agreed. On-duty personnel who are assigned to fire inspection activities shall count towards the minimum staffing requirements provided in Section 6.8 of this Agreement, provided the personnel remain with their company. The established assigned duty work schedule may be extended by up to one hour per day to facilitate the performance of on duty fire inspections.

Bargaining unit personnel who are assigned to conduct fire inspections or to prepare and review preplans during their normal off-duty hours shall be paid at the applicable 7(g) rate specified in Section 2.3(d).

If the City Council elects to expand the services of the Fire Prevention Bureau, then the City shall give 30 days' notice to the Union prior to the commencement of the expanded services, and meet and discuss implementation.

The City and IAFF agree and acknowledge that the work assignment subject to this Agreement is new work, not performed by the bargaining unit before November 1, 2014. As such, the City expressly reserves the management right to determine which personnel and/or contractors are utilized to complete building inspections both now and prospectively, and agree that the completion of building or property inspections or preplans by IAFF personnel shall be at the option of the City and shall not become work which the City is obligated to utilize IAFF personnel for, nor shall the City be required to bargain with IAFF if it later decides to assign such work to non-bargaining unit personnel. The City shall, however, provide the Union with at least 90 days' notice prior to the termination of the use of bargaining unit personnel and, upon request, meet and discuss such change with the Union. Such discussions shall not have the effect of delaying the City's decision beyond 90 days unless the parties mutually agree otherwise. The foregoing notwithstanding, it is agreed that the lieutenant position assigned to the fire prevention bureau shall not be eliminated.

The parties further agree that nothing in this agreement shall apply to assignments and duties that were previously performed by bargaining unit employees (e.g. building inspection, plan reviews).

Any bargaining unit member assigned to the Fire Prevention Bureau will be subject to the following provisions. All other provisions of the Agreement, except as modified below, shall remain in full force and effect.

1. At least one Lieutenant will be assigned to the Fire Prevention Bureau. The Fire Chief will assign a Lieutenant according to seniority.
2. All Lieutenants will be given an opportunity to request assignment to the Fire Prevention Bureau. The senior Lieutenant will have first choice followed by the next senior and so on. Every person requesting the assignment must understand and agree that the assignment requires a minimum two-year commitment. At the end of the two-year commitment, the incumbent may request another two-year commitment. If the incumbent requests an additional two-year commitment, the incumbent shall receive the assignment, with Fire Chief's approval. If none of the Lieutenants request assignment to the position, the most junior Lieutenant shall be assigned. If a junior Lieutenant is assigned to the Fire Prevention Bureau, he will remain in that role until such time as an opening in fire suppression becomes available.
3. **TRAINING.** The Lieutenant will receive the same required training as is scheduled for the other firefighters.
4. **PAY.** The rate of pay for Fire Prevention Lieutenant will be three percent (3%) higher than that of a Lieutenant assigned to fire suppression (See Appendix "A").
5. **HOURS.** The Fire Prevention Lieutenant will be assigned to work 37.5 hours per week and will be paid over time after 7.5 hours per day.

6. **VACATION.** Upon assignment to the Fire Prevention Bureau, the Lieutenant shall receive a prorated amount of vacation time based on a conversion from a 24 hour shift to a 37.5 hour week. Upon reassignment to fire suppression duties, the Lieutenant shall also convert the vacation time as provided in the preceding sentence. The Lieutenant shall receive vacation according to the following schedule (a shift is the equivalent of a 7.5 hour day):

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
1 year through 6 full years	10 shifts
Over 6 full years through 13 years	16 shifts
Over 13 full years	20 shifts
Over 17 full years	25 Shifts

7. **HOLIDAYS.** Paid holidays for the Fire Prevention Lieutenant shall be as follows: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and two floating holidays. In the event that any of the above holidays fall on a Saturday, then the preceding Friday shall be observed as the holiday. In the event that any of the above holidays fall on a Sunday, then the following Monday shall be observed as the holiday. Floating holidays shall be credited on the date of assignment. Floating holidays may not be accumulated or carried forward from year to year.

Subsection D. 7(g) Work Assignments and Compensation

The parties agree that the City shall assign work in the below listed jobs to be performed by bargaining unit employees at overtime rates less the rates established for regular work normally performed by bargaining unit employees as Firefighter/Paramedics or Fire Officers (Lieutenant, Captain, or Battalion Chief) so long as such work consists of duties performed in accordance with the terms of the NIU Events Services contract.

For the purpose of this Agreement, the parties agree that the following duties qualify as such 7(g) work:

- A. Firefighter/Paramedics and/or Fire Officers working at an NIU event other than football games which are otherwise the subject of an agreement between the city and the Union.
- B. In the event the City and NIU undertake the negotiation of a new contract with NIU which impacts work performed by Firefighter/Paramedics and/or Company Officers and/or the wage rate to be paid for the performance of such work, the Union shall be afforded prior written notice of such proposal(s) and shall be included as a party to such negotiations.

Employees performing the work described in (a) shall be compensated at the following rate:

Work Type	Rate	Overtime Rate
Convocation Center/ High School Football/ Athletic Events Firefighter/Paramedics	\$26.00 per hour	\$39.00 per hour
Convocation Center/ High School Football/ Athletic Events Fire Officers	\$28.67 per hour	\$43.00 per hour
Vehicle Maintenance	\$26.67 per hour	\$40.00 per hour
SCBA Maintenance	\$21.33 per hour	\$32.00 per hour
Public Education	\$21.33 per hour	\$32.00 per hour
Fire Inspections	\$20.00 per hour	\$30.00 per hour
Radio Maintenance	\$21.33 per hour	\$32.00 per hour

Any decreases in the foregoing hourly rates shall not be retroactive. Either the Union or the City may at any time propose additional jobs as 7(g) work assignments so long as the work assignment consists of work conforming to the criteria described in paragraphs A or B of this Subsection and Section 7(g) of the FLSA, 29 USC §207(g).

Subsection E. Holiday, Sick Leave, and Vacation Conversion.

When a bargaining unit employee is converted from a 51.33 hour schedule to a 37.5 hour schedule, or when the employee is converted from a 37.5 hour schedule to a 51.33 hour schedule, the employee's holiday, sick leave, vacation, floating holiday, and vacation in lieu of holiday benefits shall be converted pursuant to the formulas set forth in Appendix K.

Section 2.4 Vacation & Holidays

Subsection A. Amount and Requirements

Employees of the Fire Department as of January 1 in any year shall be entitled to vacation as follows:

Employees of the Fire Department assigned to twenty-four (24) hour shifts shall receive vacation according to the following schedule:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
Less than 3 years	0 shifts
3 full years through 6 full years	6 shifts
Over 6 full years through 13 years	11 shifts
Over 13 full years	13 shifts
Over 17 full years	14 Shifts

The vacation year will begin January 1st and end December 31st.

Subsection B. Eligibility Requirements

In order to be eligible for vacation pay, an employee normally scheduled to work twenty-four (24) hours must have worked or been on paid leave a minimum of 2147 hours. An employee normally scheduled to work thirty seven and one-half (37.5) hours per week must have worked or been on paid leave a minimum of 1700 hours. This requirement covers the twelve (12) calendar month period preceding January 1 of the vacation year, except for those employees with less than one (1) year of service.

Subsection C.

For each shift of vacation, an employee shall be entitled to an allowance equal to one shift's pay at the straight-time hourly rate of pay. This vacation pay will be paid at the regular pay time provided request to the City one (1) week prior to vacation start has been given.

Subsection D.

Vacation days may be scheduled in increments of one or more days. Vacation days scheduled before or after a Kelly Day shall be considered consecutive days. For employees who are eligible for vacation, the vacation schedule shall be from January 1 to December 31 of any given year.

The vacation time credited to each employee on January 1 will be vacation earned for the prior calendar year.

These vacations shall be granted at times selected by each employee in accordance with their respective length of continuous service. The final right to approve the vacation period is exclusively reserved by the City in order to insure the orderly performance of the services provided by the City.

Employees who will be completing either their three (3) year, six (6) year, thirteen (13) year or seventeen (17) year anniversary before January will be permitted to schedule vacation days that will be earned on their anniversary date. These days may be taken prior to January 1 of the succeeding year notwithstanding the procedures set forth in other Sections of this Article. Provided, however, such scheduling does not affect minimum staffing and provided further that

if said vacation time cannot be scheduled, such vacation time is not carried forward into the next vacation scheduling period. In the event an employee leaves the employ of the City, the City shall deduct from his last paycheck an amount equal to his actual pay for vacation taken prior to January 1 of the year succeeding his anniversary dates as above-mentioned.

Subsection E.

Because vacations are for the purpose of rest and rehabilitation in order to perform better work for the City, vacations shall be taken during the year allowed. However, if a twenty-four (24) hour shift employee, excluding probationary employees, is entitled to more than five (5) shifts of vacation, he may request and, if approved in writing by the Fire Chief, receive a shift's pay in lieu of shift's vacation for any shifts of vacation in excess of five (5) shifts. If a thirty-seven and one-half (37.5) hour work-week employee, excluding probationary employees, is entitled to more than ten (10) shifts of vacation, he may request and, if approved in writing by the Fire Chief, receive a shift's pay in lieu of a shift's vacation for any shifts of vacation in excess of ten (10) shifts.

Subsection F. Holidays

1. The following days shall be recognized as holidays for 24-hour shift employees for purposes of Holiday routines:

New Year's Eve Day	Veterans Day	Martin Luther King Jr Day
New Year's Day	Thanksgiving Day	Good Friday
Memorial Day	Day after Thanksgiving	Casmir Pulaski Day
Independence Day	Christmas Eve Day	President's Day
Labor Day	Christmas Day	

Employees normally scheduled to work twenty-four (24) hour shifts shall receive five (5) additional shifts of vacation to that in Section 2.4 in lieu of the above holidays. Any work, with the exception of overtime as defined in Section 2.2, on the above holidays will receive no additional pay. The five (5) shifts for holiday work will be prorated using the holiday conversation formula in Section 2.4(F)(2) below for those employees with less than one (1) year of service that have started employment after January 1st of each year.

2. The holiday conversation formula for employees with less than one year of service that have started employment after January 1st of each year shall be 5 shifts x number of months of continuous service divided by 12 (rounded to nearest full shift; above $\frac{1}{2}$ rounded ahead; below $\frac{1}{2}$ rounded lower).

Section 2.5 Sick Leave

Subsection A. Accumulated Sick Leave

Employees of the Fire Department shall accumulate one (1) shift of sick leave for each month of service provided that the employee has been compensated for one hundred forty (140) hours or

more of work or paid leave in each such month of service. All fifty-one and 33/100ths (51.33) hour per week employees of the Fire Department may accumulate sick leave up to a maximum of fifty-two (52) shifts and the maximum monetary compensation upon retirement or honorable separation shall be forty-five (45) shifts.

All thirty seven and a half (37.5) hours per week employees of the Fire Department may accumulate sick leave up to a maximum of one hundred twenty (120) shifts and the maximum monetary compensation upon retirement shall be up to a maximum equal to, but not exceeding that which would be computed for a fifty-one and 33/100ths (51.33) hour week employee.

New employees will be advanced five (5) shifts of sick leave upon employment.

Subsection B. Use of Sick Leave

Accumulated sick leave shifts may be used by any employee of the Fire Department contracting or incurring any non-service connected illness or disability, which renders such employee unable to perform the duties of his employment. Additionally, up to 72 hours per year of accumulated sick leave for personnel assigned to 24 hour shifts and up to 37.5 hours per year of accumulated sick leave for personnel assigned to 7.5 hour shifts may be used in the event a family member is sick or injured. Family shall be defined to include any of the following family members: employee's children, stepchildren, grandchildren, spouse, mother, father, mother-in-law, and father-in-law. Sick leave may be used for other relatives with the approval of the Fire Chief. If a member of the employee's family suffers a serious health condition requiring leave under the FMLA, the employee shall be allowed to use sick leave for such absence, notwithstanding the cap contained in this section of the Agreement. No sick leave shall be allowed for ordinary treatment by a dentist or optometrist, or physical examinations, or for other preventative medical or physical treatment. Alternatively, employees shall have the option to arrange a short notice duty shift/Kelly Day trades in order to avoid the use of leave time to cover absences on account of family or personal illness.

Subsection C. Pay for Accumulated Sick Leave

Provided that fourteen (14) days written notice is given to the employee's supervisor, an employee, with the exception of those found guilty and discharged for misconduct, shall receive pay for up to a maximum of forty-five (45) shifts for employees normally scheduled to work fifty-one and 33/100ths (51.33) hours per week as per Appendix "B" which is attached hereto and made a part hereof, upon honorable separation or retirement. Employees working a regular thirty seven and one-half (37.5) hour work week shall receive up to a maximum equal to, but not exceeding, that which would be computed for fifty-one and 33/100ths (51.33) hour work week employee, as per Appendix "B" which is attached hereto and made a part hereof, upon honorable separation or retirement.

Subsection D. Extended Sick Leave

In the event that an employee of the Fire Department continues to be sick beyond his accumulated sick leave, the City Manager, with the approval of the City Council, may continue paid sick leave.

Subsection E. Notification of Sickness

Any employee of the Fire Department, upon knowing that he will be absent from work due to sickness, shall inform the duty officer or the Fire Chief, at least thirty (30) minutes before time to report for duty.

Subsection F. Exclusion

No sick leave with pay shall be allowed where sickness is feigned in the opinion of a licensed medical physician, where sickness is the result of intemperance or is otherwise self-inflicted, or where sickness continues as a result of the employee's failure to fully cooperate with medical advice and/or corrective therapy. Nor shall sick leave be allowed for injuries incurred while competitively racing automobiles, snowmobiles, motorcycles, motor boats, go-carts; stunt flying; parachuting; or competitively snow skiing.

Subsection G. Medical Certification

The Fire Chief may require a licensed medical physician's certificate in support of any request for sick leave for the employee or family member provided that the employee involved has been told on the occasion of his last absence for sickness that such evidence might be required for any future sick leave request within one (1) year. In the event that an employee or family member is ordered to a licensed medical physician, the City shall provide transportation to and from and bear the expense of the medical examination.

Any employee required to provide a certificate from a licensed medical physician in support of a sick leave request for the employee or family member shall be notified of such by the Fire Chief before 12:00 (Noon) on the date sick leave is requested. However, any employee receiving paid sick leave for more than two (2) work shifts may be ordered by the Fire Chief to a licensed medical physician selected by the City.

In the event that an employee or family member is ordered to a licensed medical physician as provided for in the last sentence of the preceding paragraph, the City shall provide transportation to and from and bear the expense of the medical examination.

Subsection H. Wellness Bonus

In the event that a Member works a twelve (12) month period, concurrent with the calendar year, and takes zero (0) hours of sick leave during said calendar year, the Member shall receive a "wellness" bonus of \$300.00. In the event that a Member works said calendar year and takes twenty-four (24) or less hours of sick leave during said calendar year, the Member shall receive a "wellness" bonus of \$150.00. In the event that a member uses more than twenty-four (24) hours of sick leave during the calendar year, the Member will not be eligible for any type of "wellness" bonus. Said bonuses shall be paid during the month of January of the following calendar year. A Member who is hired during the calendar year or terminated during the calendar year shall not be eligible for "wellness" bonus pay for that calendar year.

Subsection I. Family and Medical Leave Act of 1993

Employees shall be afforded FMLA consistent with the law and with the terms of the contract providing for the accrual and selection of paid time off. In the event of a qualifying FMLA event, employees shall have the right to utilize such paid leave (i.e. sick leave, vacation time off,

holiday time off and/or time due) either concurrently, and receive pay for such time off that is applied to FMLA leave or consecutively and receive no pay for such leave, as is their preference. The City will assume that benefits are to run concurrently unless the employee designates otherwise in writing. If the employee elects to receive FMLA benefits consecutively, the unpaid FMLA leave shall be used before the use of paid benefit time. Whenever an employee receives paid benefits, sick leave shall be used before any other form of leave time. Nothing in the foregoing shall be construed to negate an employee's rights to designate the scheduling of a paid day off provided under the terms of the contract or the employee's right to use FMLA intermittently. These options shall not be construed as restricting the right of employees to utilize other options for leave including voluntary duty trades that are available to employees under the terms of this contract.

Section 2.6 Bereavement Leave

In the event of death in the family of an employee of the Fire Department normally scheduled to work a twenty-four (24) hour shift, the employee shall be granted one (1) shift off with pay for the purpose of attending funeral activities. One (1) additional shift may be granted by the Fire Chief for extensive travel.

In the event of a death in the family of an employee of the Fire Department normally scheduled to work thirty seven and a half (37.5) hours per week, the employee shall be granted up to three (3) working days (three seven and one-half (7.5) hour shifts) off with pay for the purpose of attending funeral activities. One (1) additional day may be granted by the Fire Chief for extensive travel.

Family shall be defined to include employee's children, stepchild, grandchild, spouse, mother, father, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, and the spouse's grandparent, and grandchild. Bereavement leave may be used for other relatives with the approval of the Fire Chief.

Section 2.7 Jury Duty

An employee who is required to report for jury duty or jury service shall be excused from work for the period of time which he is required to report or serve, and he shall receive such hours on which he otherwise should have worked the difference between his regular pay and the payment he received for jury service. The employee will present proof of service and of the amount of pay received therefor.

Section 2.8 Severance Pay

An employee of the Fire Department separated from the service of the Fire Department because of involuntary termination, except for employees terminated for misconduct, shall receive severance pay in addition to any other compensation that may be due him. Said separated employee shall receive as severance pay two (2) weeks [seventy-five (75) hours] pay computed at the employee's regular hourly rate of pay based on a thirty seven and a half (37.5) hour work week. An employee will be eligible for severance pay twelve (12) months after his date of hire.

Section 2.9 Disability Pay

Employees of the Fire Department shall be compensated in accordance with the following disability pay procedures.

Subsection A.

1. An employee of the Fire Department who is incapacitated from injury in the course of his employment with the City shall, upon written notification to the Fire Chief, be granted up to twelve (12) calendar months of leave with full pay in accordance with 5 ILCS 345/1 (1992). The procedures to apply for this disability pay are as follows:
 - a. The Fire Chief shall grant up to two (2) consecutive shifts of disability pay.
 - b. If an employee is still incapacitated from said on-duty injury after two (2) consecutive shifts, application shall be made by the Fire Chief or his designee for a continuation of disability pay.

Relief from this requirement can be achieved if an employee can produce written testimony from a certified physician prescribing a specific length of recuperation, even if this recuperation period extends beyond the initial two (2) consecutive shifts which marks the beginning of an employee's disability pay period. If the Fire Chief finds the first diagnosis inconclusive, he may require the employee to seek two (2) more certified medical opinions at the City's expense.

2. An employee shall automatically apply to the Fire Pension Board for permanent disability compensation as soon as it can be determined by the Fire Chief that an on-duty injury has incapacitated an employee for at least twelve (12) months from the time of the on-duty injury.

Subsection B.

An employee who is receiving benefits under the Illinois Worker's Compensation Act or the Illinois Worker's Occupational Disease Act will be paid the difference between base pay and the aforementioned benefits during the time he is unable to perform his duties due to the result of the injury but not longer than one (1) year in relation to the same injury, pursuant to 5 ILCS 345/1 (1992). As provided for in the aforementioned statutory subsection, the City may order at its own expense physical or medical examinations of the employee to determine the degree of disability during the period for which such compensation is required to be paid.

Subsection C.

During this Period of disability, the injured employee shall not be employed in any other manner with or without monetary compensation. The injured employee may petition a three (3) employee Disability Board of Review to seek relief from the aforesaid provision. Said Disability

Board of Review shall be comprised of one (1) IAFF #1236 employee who is also on the Fire Pension Board, the Fire Chief, and the City Manager or his designee. Any employee who is employed in violation of the foregoing provision forfeits the continuing compensation provided by this Article from the time such employment commences.

Subsection D.

For any employee of the Fire Department who is injured in the performance of his duties, the City will pay the hospital, medical, and surgical expenses incurred as a result of that injury.

Subsection E.

Any employee who is injured as a result of an act while on duty for the Fire Department shall notify the Battalion Chief or his designee and file an accident or personal injury report in accordance with the procedure prescribed in the department.

Subsection F.

An employee receiving Worker's Compensation benefits as the result of a disability incurred while performing a second job will be paid the difference between his base pay and the Worker's Compensation Benefits for the applicable period of disability. Said difference shall be deducted from the employee's sick leave.

Section 2.10 Longevity Pay

Employees shall receive Longevity pay in accordance with the schedule on Appendix C which is attached hereto and made part hereof.

Section 2.11 Clothing Allowance

Employees covered by this Agreement shall receive an allowance of Eight Hundred Dollars (\$800.00) for clothing replacement and upkeep for each year of this Agreement, except there will be a clothing allowance reopener if the City of DeKalb should change the uniform resulting in the requirement of more expensive uniforms.

Employees covered by this Agreement who are hired prior to June 30 of each year shall receive a pro-rated clothing allowance on the basis of one-twelfth (1/12) times clothing allowance times the number of full months prior to June 30 of each year, including the month of hire. Employees covered by this Agreement who retire or whose employment is terminated before June 30 of each year shall have withheld from their final check an amount equal to one-twelfth (1/12) times clothing allowance times the months prior to June 30 of each year, excluding the month of termination.

All employees will receive sufficient additional funds to replace or repair any uniform, eye glasses, watches and dentures damaged or destroyed in the performance of duty if the Duty Officer is notified in writing of such destruction or damage. The maximum amount payable for watches is to be Fifty and No/100 Dollars (\$50.00) and then only upon presentation of a written receipt or proof of value.

For the purposes of this Section, uniform shall include civilian clothing worn during the performance of emergency recall duties, provided that:

- A. The maximum amount payable for replacement or repair of an item of clothing shall be within reason; and
- B. A committee of three (3) people - the City Manager, the Fire Chief, and one employee of IAFF 1236 selected at the union's discretion - shall determine the amount to be reimbursed to an employee in case of damage to civilian clothing worn during the performance of emergency recall duties.

Section 2.12 Exchanging Tours of Duty

The Fire Chief or his designee within the Fire Department shall grant the request of any two (2) employees of the Fire Department to exchange tours of duty provided the following criteria are met:

- A. The trading of time is done voluntarily by the employees participating in the program and not at the behest of the City;
- B. The reason for trading time is due, not to the Fire Department operations, but to the employee's desire or need to attend to personal matters;
- C. A record is maintained by the Fire Department of all time traded by its employees;
- D. The period during which time is traded and paid back does not exceed twelve (12) months;
- E. Any Firefighter will be allowed to exchange tours of duty with any other Firefighter; however they must ensure enough Step E or higher certified FAE personnel are on duty to fulfill the driver positions, and assignments would not place probationary Firefighters working at the same assigned positions.
- F. Any Firefighter will be allowed to exchange duty tours with a Commissioned Officer (i.e. Battalion Chief, Captain, and Lieutenant); however they must ensure that the trade will not reduce the number of Commissioned Officers on duty below the minimum established by the Chief based on operational needs for that tour, and the criteria in subsection H is met.
- G. Any Commissioned Officer will be allowed to exchange duty tours with any other Commissioned Officer so long as subsection H is met.
- H. Battalion Chiefs, Captains, and Lieutenants may exchange tours of duty accordingly; however they must ensure that either a Battalion Chief, Captain, or a Lieutenant that is on the Captain's eligibility list is on duty.

- I. Such requests for exchange shall not result in any foreseeable overtime accrual by any of the IAFF #1236 employees as a result of making the trade. However, this Subsection (I) shall not be construed to be a waiver of overtime compensation to which an employee would otherwise be entitled.
- J. No employee shall be allowed to exchange duty tours within his first six (6) months of employment. However, special circumstances may be brought to the Fire Chief for approval.

Section 2.13 Acting Pay

Whenever a firefighter/firefighter-paramedic is assigned to an Acting Lieutenant/Lieutenant-Paramedic position for an eight (8) hour shift or more, that firefighter/firefighter-paramedic shall be paid additional compensation. Said compensation, for that eight (8) hour shift or more, shall be the hourly difference between the straight time hourly rate of the firefighter's/firefighter-paramedic's regular salary and the straight time hourly rate of the Lieutenant's/Lieutenant-Paramedic's salary for all hours worked in the acting Lieutenant/Lieutenant-Paramedic position.

Whenever a Lieutenant/Lieutenant-Paramedic on the Captain's eligibility list is assigned to be Battalion Chief because the Captain and Battalion Chief are off duty for an eight (8) hour shift or more, that Lieutenant/Lieutenant-Paramedic shall be paid additional compensation. Said compensation, for that eight (8) hour shift or more, shall be the hourly difference between the straight time hourly rate of the Lieutenant's/Lieutenant-Paramedic's regular salary and the straight time hourly rate of the Captain's salary for all hours worked in the acting Battalion Chief position.

Section 2.14 Leaves of Absence Without Pay

Subsection A. Leaves of Absence for Personal Reasons

Employees who can be spared from their work may be granted leaves of absence, at the discretion of the City Manager, without pay for a period of three (3) months. This period may be extended by the City Manager with the approval of the City Council.

Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere.

Employees on leave of absence for periods in excess of two (2) weeks are not eligible for any benefits from the City except that group insurance may be continued at the discretion of the City. The employee may continue said benefits by paying the actual premium for said benefits (hospitalization and medical).

Any part of a leave of absence in excess of three (3) months shall be deducted from the employee's continuous service.

Subsection B. Military Leave

Employees other than temporary or part-time who leave the City to enter military service shall be granted a military leave of absence with reemployment rights as provided under 65 ILCS 5/10-2.1-24.

Section 2.15 Recall System

The City and Union agree that the following Recall Section generally and accurately reflects the "Recall" procedure administered in the DeKalb Fire Department. This system provides additional staffing for the DeKalb Fire Department when needed.

For the purpose of providing staffing in addition to the personnel normally scheduled to work on a regular shift, a voluntary system consisting of off-duty firefighters and officers will be established. Firefighters and officers of the off going shift would be utilized first in the form of a "shift recall". If more assistance is needed at the discretion of the shift commander, a "department recall" would then be utilized.

For the purpose of short shift fill-in after 0700, other unforeseen overtime, or staffing needs; personnel from the off going shift would volunteer to be on call during the next twenty four (24) hours following the end of their normal shift. A rotating list will be established and handled at the shift level.

The employee will not be eligible for compensation for a "Recall" if he reports for duty over thirty (30) minutes after a recall is initiated.

The medium of "Recall" will be the pocket pager alerting system.

A recall will be initiated any time that available, in service, staffing falls below five (5), not including the Battalion Chief.

- A. It shall be the Battalion Chief's or his designee's responsibility to determine when personnel are in service, or out of service.
- B. The Battalion Chief or his designee may initiate a recall, when emergency responses, in his professional opinion, necessitate the need for additional staffing.
- C. The Battalion Chief or his designee may delay a recall, when, in his professional opinion, this would be the prudent course of action.
- D. If units, that would have dropped available staffing below five (5), are returned to service prior to making a recall, then no recall shall be initiated.
- E. Between the hours of 0630-0700, the Battalion Chief or his designee shall not be mandated by the provisions in this Section to make a recall unless the available staffing including oncoming shift members cannot staff at least one company (three personnel) or unusual conditions such as extreme weather exist.

When all emergency units are placed "in service and returning to quarters," the Recall personnel will be released from duty.

Section 2.16 Absenteeism

Employees not expecting to work for any reason must notify the duty officer at least twelve (12) hours before scheduled duty time excluding vacation, holidays and Kelly Days. Notification by employee of unforeseen reasons for absence from shift shall be required thirty (30) minutes before scheduled duty time. This provision shall not be interpreted as condoning repeated absence from work on the part of the employee.

ARTICLE III Training

Section 3.1 Purpose

The purpose of this Article is to make all Fire Department-related training available to all Fire Department Personnel in a fair and equitable manner.

Section 3.2 Description

This Article delineates five tiers of training and the terms, conditions and compensation for each training tier. Tier One Training is training mandated by the Fire Chief for all Department members. Tier Two Training is training, including Special Team Training that is mandated by the Fire Chief. Tier Three Training is elective training. Tier Four Training pertains to Fire Officer training for ascertained merit. Tier Five Training is training for events that are one (1) day or less in length.

Section 3.3 Special Teams

Subsection A. Description

The Fire Department currently maintains the following special teams: A) Special Operations Teams, which consist of Hazardous Materials, Technical Rescue, and Fire Investigation; B) Support Teams, which consist of SCBA Maintenance, Vehicle Maintenance, Public Education, and Aircraft Fire & Rescue. If the City expands its airport operations due to changes in the need for service, the Chief may in his discretion change the Aircraft Fire & Rescue to a Special Operations Team designation. When a special team is developed, all fire department personnel will have an opportunity to become part of the team in the same manner as bidding on a school after consideration of qualifications and seniority, respectively.

Subsection B. Special Team Selection

Available openings to special teams will be advertised within the Fire Department and personnel selections will be based primarily on qualifications. Qualifications shall be based on objective criteria, including, but not limited to, possession of certification in a skill related to the particular team function. If all applicants possess substantially equal qualifications, seniority will determine selection. Probationary Firefighters shall not be eligible for appointment to a special team. Employees will not be allowed to bid for positions on more than one Special Operations

Team until all personnel have passed on the opportunity. All Special Team Coordinators shall be appointed by the Fire Chief.

Subsection C. Special Team Assignment, Commitment and Removal

All personnel requesting to be assigned to a special team will commit to at least ten (10) years on the team. Personnel may apply to the Fire Chief to leave a special team, prior to completing the ten (10) years of commitment, due to an unforeseen problem. The Fire Chief may deny a request to leave a special team if it affects that Team's ability to remain operational or deployable. Personnel who are presently members of a Special Operations Team and resign from the Special Operations Team prior to completing their service commitment, will not be considered for membership on another special team until all their 10 year commitment is met, and/or other personnel have passed on the opportunity. Assignment to a Support Team shall not inhibit in any way a candidate's bid to serve an additional role on a Special Operations Team. Assignment to a Special Operations Team shall not inhibit in any way a candidate's bid to serve an additional role on a Support Team.

Subsection D. Vehicle Maintenance Team Additional Requirements

Certification: All department mechanics shall work towards appropriate Emergency Vehicle Technician certification.

Coordinator: There shall be one (1) mechanic coordinator for the team, appointed by the Fire Chief, who will assign and coordinate repairs, maintenance, and reports. The coordinator will also be responsible for working with the Chief of Operations in preparing a budget.

Section 3.4 Tier One/ Required Training

Subsection A. Description

Tier One training will consist of all mandatory training as defined by state and federal guidelines and determined by the state-wide MABAS/Terrorism Task Force organizations for Hazardous Materials and Technical Rescue as well as Basic Firefighter Training, Firefighter II Academy, Fire Apparatus Engineering, Hazardous Materials Operations, Emergency Medical Technician – Basic and Paramedic schools, Rescue Awareness, Roadway Rescue and RIT Operations. "Recruit Training" will continue to remain a priority of the City. If the need should arise that the traditional required training cannot be met, management will meet with the union executive board to discuss potential exceptions, i.e., if a recruit has FFII, and not HZMT Ops, then the person may go to HZMT Ops under Tier 2.

Subsection B. Selection

Employees will be assigned to attend Tier One training by the Fire Chief.

Subsection C. Compensation

The City will pay tuition, room and board per diem, and mileage for any employee who attends Tier 1 training. The City will provide worker's compensation benefits according to applicable law while the employee attends the training.

Subsection D. Weekend Training

For weekend training sessions that are Friday evening, Saturday and Sunday, the employee will be excused from a Friday regular shift at 1900 hours and 1600 if the course is in Champaign. The employee will be paid overtime pay for actual time in class training. However, if the employee's regular shift is Saturday, he will receive regular pay while attending the class that day and overtime for actual class time on Friday and Sunday. If the employee's regular shift day is Sunday, he will receive regular pay while attending the class that day and overtime for actual class time on Friday and Saturday. In each scenario, the employee will be excused from his regular shift.

Subsection E. Week-Long Training

Employees who attend Tier One training Monday through Friday, will be placed on a thirty seven and one-half (37.5) hour schedule, assigned to work 8:00 a.m. – 4:30 p.m. with one-hour for lunch. If an employee works over seven and one-half (7.5) hours per day while assigned to the thirty seven and one-half (37.5) hour week, the employee will be compensated with overtime for the additional time worked.

Time off arrangements for (FLSA reasons) for conversion from a fifty-one and 33/100ths (51.33) to a thirty seven and one-half (37.5) hour week will be made by the training officer or the training officer's designee. The Agreement will consist of the employee will work if normally scheduled on the Saturday before class, but will be excused the Sunday before class.

If the employee's normal schedule has him working the Saturday after the class he will be excused but if normally scheduled for Sunday following class the employee will work his normal shift and be paid straight time.

Subsection F. Travel

Employees who travel outside the DeKalb Fire Protection District to assigned training will be paid at the 37.5 hour overtime rate. If no city vehicle is available, mileage will be paid to only one (1) employee, per class. Special arrangements need to be approved by the Fire Chief or his designee ahead of class attendance.

Subsection G. EMT-P and EMT-B

The Fire Department provides sufficient on duty time for employees to obtain credit for continuing education required to maintain their EMT-P or EMT-B certification as applicable. If

1. training or continuing education hours are required to obtain or maintain certifications by the EMS System, Fire Department Administration or Illinois Department of Public Health (e.g. ACLS training);

and either,

2. employees are unable to attend such training during on duty time because the training is not offered during their scheduled shifts; or,

3. employees are unable to attend such training during on duty time because of calls/responses during on duty time or because of vacation, workers' compensation leave or sick leave,

then such required training shall be made up by the employee and shall be eligible for overtime pay. For other training not required to obtain/maintain certifications as outlined above, employees who do not complete the required hours of education on duty shall be personally responsible to make up any deficiency off duty on their own time and shall not be eligible for any special time off, early release, compensation, travel or expense reimbursement under Sections 3.4(C), (D), (E) or (F), but shall be eligible for any compensation or reimbursement otherwise provided for in this Agreement, provided:

1. The Fire Chief or his designee shall provide personnel with timely notice every year of the hours needed to maintain their certifications;
2. The employee is not absent from regular duty for an extended period of time due to on the job or personal injury or illness.

Section 3.5 Tier Two Training For Special Teams

Subsection A. Description

Tier 2 will consist of the classes other than those in Tier 1, which management determines to be necessary. Tier 2 training will consist of all mandatory training as defined by state and federal guidelines and determined by the state-wide MABAS/Terrorism Task Force organizations for Hazardous Materials and Technical Rescue. Mechanics Team, Automotive Service Excellence (ASE) or Emergency Vehicle Technician (EVT) certification, SCBA Team tech certifications, Fire Investigation Team, Arson 1, 2 and 3 Training, Public Education Team Instructor 1 and Fire Officer 1 and 2 curriculum for Lieutenants. If management identifies a new concept course, management will meet with the Union Executive Board to discuss potential options, for example the selection of who should go to that class.

Subsection B. Compensation

The City will pay tuition, room and board per diem, mileage for any employee who attends Tier 2. The City will provide worker's compensation benefits according to applicable law while the employee attends the training.

Subsection C. Weekend Training

For weekend training sessions that are Friday evening, Saturday and Sunday, the employee will be excused from a Friday regular shift at 1900 hours and 1600 if the course is in Champaign. The employee will be paid overtime pay for actual time in class training. However, if the employee's regular shift is Saturday, he will receive regular pay while attending the class that day and overtime for actual class time on Friday and Sunday. If the employee's regular shift day is Sunday, he will receive regular pay while attending the class that day and overtime for actual class time on Friday and Saturday. In each scenario, the employee will be excused from his regular shift.

Subsection D. Week-Long Training

Employees who attend Tier One training Monday through Friday, will be placed on a thirty seven and one-half (37.5) hour schedule, assigned to work 8:00 a.m. – 4:30 p.m. with one-hour for lunch. If an employee works over seven and one-half (7.5) hours per day while assigned to the thirty seven and one-half (37.5) hour week, the employee will be compensated with overtime for the additional time worked.

Time off arrangements for (FLSA reasons) for conversion from fifty-one and 33/100ths (51.33) to a thirty seven and one-half (37.5) hour week will be made by the training officer or the training officer's designee. The Agreement will consist of the employee will work if normally scheduled on the Saturday before class, but will be excused the Sunday before class.

If the employee's normal schedule has them working the Saturday after the class he will be excused but if normally scheduled for Sunday following class the employee will work his/her normal shift and be paid straight time.

Subsection E. Travel

Employees who travel outside the DeKalb Fire Protection District to assigned training will be paid at the 37.5 hour overtime rate. If no city vehicle is available, mileage will be paid to only one (1) employee, per class. Special arrangements need to be approved by the Fire Chief or his designee ahead of class attendance.

Section 3.6 Tier Three: Elective Training**Subsection A. Description**

Tier Three training includes not only elective special team training, but additional training that is considered to be "elective."

Subsection B. Compensation

The City will pay tuition, room and board for any employee who attends Tier Three training and receives management's permission to attend the training. Further, the employee will ensure that the employee's shifts are covered during his absence. The City will provide worker's compensation benefits according to applicable law while the employee attends the training.

Subsection C. Attendance at Trainings

Management will limit classes to One (1) class per employee per year in a revolving system as further delineated herein. The first year, Fiscal year 2007, and each year thereafter, the same number of slots for training as is equal to half (50%) of the total staffing on the roster will be available. Attendance at Tier Three trainings will be bid based on seniority. If a class is cancelled, the employee affected will receive first priority the following year. When the slots are taken, the following year's bidding will begin at the same point where it left off the previous year. Management will apprise the Union Executive Board of the class attendees. Management will not permit an employee to go to training on his own, and outside the terms of this Article. Exceptions may be discussed by Management and the Union Executive Board. However, this prohibition does not apply to any employee who is taking a class in the course of pursuing either an associate's degree or a bachelor's degree in Fire Science.

Subsection D. Location of Trainings

All Tier Three trainings will be located within the State of Illinois or at the National Fire Academy in Maryland, as long as travel expenses continue to be paid by the federal government.

Subsection E. Posting Trainings

All training opportunities will be posted in advance to enable interested personnel to bid on the dates, types of training offered and to make personal arrangements for attendance at the training.

Subsection F. Trainings Available

Employees selected for Tier Three training may seek permission to attend any class listed in the Illinois Fire Service Training Institute Catalogue.

Section 3.7 Tier Four- Fire Officer Training For Ascertained Merit**Subsection A. Description**

Tier Four training is intended to accommodate Fire Officer training classes required for the Ascertained Merit component of the promotional process. Only those employees who would otherwise be eligible (4 years on) to take the next promotional exam may use the Tier Four training opportunity.

Subsection B. Compensation

Tier Four training will be compensated on the same basis as Tier Three training.

Section 3.8 Tier Five – Training Events One or Less Days in Length**Subsection A. Description**

Tier Five training encompasses training for events that are one (1) day or less in length. Employees may attend one (1) Tier Five training each year. Attendance in a Tier 5 training opportunity will not limit an employee's ability to participate in Tier 1 – 4 training.

Subsection B. Compensation

Tier Five training compensation will be compensated on the same basis as Tier Three training.

ARTICLE IV Employee Security & Rights**Section 4.1 Probationary Period**

All new employees of the Fire Department except the Fire Chief and Assistant Fire Chief shall serve a probationary period of twelve (12) months under this Agreement and may be terminated by the Fire Department without recourse to any of the procedures set forth in this Agreement, but shall be subject to all other provisions of this Agreement. Probationary employees may be disciplined without cause and without review either under the grievance procedure or by the City of DeKalb Board of Fire and Police Commissioners. All employees of the Fire Department covered by this Agreement who have worked twelve (12) months shall be known as permanent

employees, and at that time, and thereafter the probationary period shall be considered part of the seniority time.

The Fire Chief may require any Firefighter employed after July 1, 1980, to become a Paramedic. A firefighter will be sent for mandatory enrollment in the Paramedic program before or upon attaining Grade D of Appendix "A"

Section 4.2 Seniority List

The Fire Chief shall establish a seniority list, and it shall be brought up-to-date on January 1 of each year and immediately posted thereafter on the bulletin boards of all Fire Stations in the City for a period of not less than thirty (30) days, and a copy of the same shall be given to the Secretary-Treasurer of the Union.

Section 4.2.1 Promotions

Subsection A. General

Promotions to the rank of Lieutenant, Captain, and Battalion Chief shall be made in accordance with the terms of the Fire Department Promotion Act 50 ILCS 742/1, et seq. unless modified by this agreement. A copy of the Promotions Act shall be available on the City's website under the Human Resources tab. The provisions of Section 3.20 (as may be renumbered from time to time) of the Municipal Code of the City shall continue to apply to the extent they are not inconsistent with the terms of the Act or the terms of this article. Where the terms of this article are different then the express provisions of the Act, such agreements are made pursuant to the authority of section 10(e) of the Act.

Subsection B. Vacancies

This Section applies to promotions for vacancies in the ranks of Lieutenant, Captain, and Battalion Chief. A vacancy in such a position shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be authorized and funded by the corporate authorities of the City. If a vacated position is not filled due to a lack of authorization or funding, and is subsequently reinstated, the final promotion list shall be continued in effect until all positions have been filled or for a period of up to five (5) years from the date of the vacancy, whichever is earlier. In that event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Subsection C. Eligibility

All promotions shall be made from employees in the next lower rank who have been certified by the State of Illinois as a "Firefighter III" and have at least seven (7) full years of seniority in the City of DeKalb Fire Department for the position of Lieutenant, three (3) full years of seniority as a Lieutenant in the City of DeKalb Fire Department for the position of Captain, and two (2) full years of seniority as a Captain in the City of DeKalb Fire Department for the position of Battalion Chief. Anniversaries of service which affect eligibility will be considered to occur on the seventh (7th) anniversary date of hire for the position of Lieutenant, the third (3rd) anniversary date of promotion for the position of Captain, and the second (2nd) anniversary date of promotion

for the position of Battalion Chief. A listing of seniority shall be posted at each Fire Station on the date of commencement of promotional procedures, as set forth in Subsection D herein. The date determining eligibility shall be the expiration date of the then current promotional eligibility list.

Subsection D. Promotional Procedures

The Board of Fire and Police Commissioners of the City (hereinafter referred to as the "Board") shall provide at least one hundred twenty (120) days written notification of the commencement of promotional procedures by posting such notice in each Fire Station. The notice shall contain the date when the seniority points shall be posted by the Board. This date shall be the date of the commencement of promotional procedures. The study guides shall also be posted with the notice at the time it is posted.

Any employee wishing to participate in the promotional procedures shall notify the Board in writing. Such notice shall be received by the Board at least thirty (30) days before the date of the commencement of promotional procedures. An employee's failure to so notify the Board shall result in his exclusion from the promotional procedure.

At least fifteen (15) days prior to the date of the commencement of promotional procedures, the Board shall then post a written notice of the date(s) and location(s) of the oral examination and the written examination.

Within (7) work days of the date of the commencement of promotional procedures, the Board shall post the Department Merit and Efficiency Rating for each candidate.

Subsection E. Rating Factors and Weights

All examinations shall be impartial and shall relate to those matters which will test the candidates' ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based upon the points achieved by the employee on promotional examinations consisting of the following four (4) components weighted as specified:

<u>Component</u>	<u>% Weight</u>
1. Seniority	30% in 2015. 25% Effective after the 2015 promotional process.
2. Department Merit and Efficiency Rating	5%
3. Oral examination	15%
4. Written examination	50%
5. Ascertained Merit	5% Effective after the 2015 promotional process

Subsection F. Promotional Components

The following shall constitute the components of the promotional examinations:

1. Seniority. Maximum of 100 points, to be calculated at the rate of four (4) points per year, up to a maximum of twenty-five (25) years. Seniority shall be calculated only in full years and no credit shall be given for a partial year's service.
2. Department Merit and Efficiency Rating. This component shall be determined by the Fire Chief or his designee.
3. Oral Examination. Oral test to be administered by the Board. Results of such oral examinations shall be posted at each Fire Station immediately upon completion of all oral examinations.
4. Written Examination. Written test to be administered by a testing service/facility selected by the Board. Effective immediately, any candidate who does not receive a minimum score of at least 70 points on the written examination shall not be eligible for promotion and shall not be placed on the final promotion eligibility list. If a majority of the candidates do not pass the written examination, then the City shall review individual test questions, and any questions that were not answered correctly by at least 25% of the candidates shall be discarded and the remaining questions shall be reweighted to yield a total maximum score of 100 points.
5. After the 2015 promotional process, this component shall apply: Ascertained Merit. Candidates for the rank of Lieutenant will receive 20 points for each successfully completed class taken towards receiving certification as a Fire Officer 1. Candidates for the rank of Captain and Battalion Chief will receive 25 points for each class successfully completed towards receiving certification as a Fire Officer 2. Candidates shall receive a maximum of 100 points for successfully completing Fire Officer 1 or 2 classes. In the event that the component elements for attaining certification as Fire Officer 1 or Fire Officer 2 are modified during the terms of this agreement by the State Fire Marshal, the allocation of points for candidates who have not completed all the required components shall be awarded pro rata to reflect the components for which the candidate has received certification or class completion. E.g. If Fire Officer 1 changed to 8 components: $100/8=12.5$ points for each component completed.

For the oral examination and written examination components only, the Union, at its own cost, may request that an impartial observer be present during each of those components. Such request, identifying the name, address and telephone number of the impartial observer(s), shall be made in writing to the Board no later than 5:00 p.m. on the business day after the seniority points are posted. The same impartial observer shall be required to observe each and every session of that particular component. The Union need not utilize the same impartial observer for

different components. An impartial observer is an individual who has never been employed in any capacity by the City.

The written examination shall be the last component performed. Results of the written examination shall be supplied to the Board in a sealed envelope, to be opened by the Commission members at an open meeting, with the results to be announced in such open meeting. Results of each oral and written examination shall be posted at each Fire Station.

Subsection G. Scoring of Components

Each component shall be scored on a scale of One Hundred (100) points. The component score shall then be multiplied by the weighting factor assigned to the component in Section E hereinabove to result in a product to the second decimal place. Those products shall then be added to produce a total score on a scale of One Hundred (100) points. Candidates shall then be ranked on the list based on the highest to lowest points scored on all components of the test. Such ranking shall constitute the promotional list.

Subsection H. Right to Review

The Union, through its president, or any affected employee who believes that an error has been made with respect to eligibility to take an examination, the examination results, placement or position on a promotion list, shall be entitled to a review of the matter by the City. Any disputes as to such matters shall be resolved and remedied by filing a grievance as provided in Section 4.7 of this Agreement or as otherwise provided by law.

Subsection I. Order of Selection

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death or the granting of a disability or retirement pension, or any other cause, the Board shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the Board shall have the right to pass over that person and appoint the next highest person on the list if the Board has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the final promotion list.

If the highest ranking person is passed over, the Board shall document the reason for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the final promotion list shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to resolution in accordance with the grievance procedure provided in Section 4.7 of this Agreement.

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

Subsection J. Maintenance of Promotional Lists

Final promotion lists shall be effective for a period of three (3) years. The City shall take all steps necessary to insure that the Board maintains in effect current eligibility lists, so that promotional vacancies are filled no later than fourteen (14) days after the occurrence of the vacancy.

Section 4.3 Personnel Reduction

In case that the City Council decides to reduce the Fire Department force, the employee with the least seniority shall be laid off first. In the event of an increase of the working force following layoffs, employees will be recalled in the reverse order of their layoff. No new employees of the Fire Department shall be hired until all laid off employees have been given the opportunity to return to work. Procedure for layoffs (furloughing without pay) and reinstatement shall comply with 65 ILCS 5/10-2.1-18.

Section 4.4 Emergency Liability

If 745 ILCS 20/1, is held unconstitutional so as to create liability for firefighters of the City of DeKalb who in good faith provide emergency care to any person and as a result of said firefighters' acts or omissions, except willful and wanton misconduct on the part of such person in providing such care, then the City of DeKalb shall indemnify and hold harmless any such firefighters from any suit. It being the party's intentions herein not to waive any immunity which might be granted by the above mentioned Statute, but rather to protect firefighters in case said Statute is declared unconstitutional or if for any reason said firefighters are excluded from the purview of said Statute due to the construction of the words "without fee" (which said quoted words are included within said Statute).

Section 4.5 Subcontracting

In the event the City proposes to subcontract or assign fire suppression and/or emergency medical services which bargaining unit employees are currently qualified to and currently performing during the term of this Agreement to any non sworn persons not hired from the Fire and Police Commission eligibility list, the City shall notify the IAFF President in writing of such proposal. Within seven (7) calendar days of receipt of such notice, the President may request to meet over a period of sixty (60) days to negotiate over the issues related to the proposal which constitute mandatory subjects of bargaining. At the conclusion of the 60-day bargaining period or any mutually agreed extension, either party shall have the right to institute interest arbitration to resolve the impasse. Such interest arbitration shall be conducted in accordance with the procedures of Section 14 of the IPLRA, except that mediation shall be waived and the neutral arbitrator shall be selected in accordance with the procedures set forth in Step 3 of Section 4.7, Grievance Procedure.

Section 4.6 Discipline

Subsection A.

The City agrees that certificated employees (i.e. non-probationary employees) may be disciplined and discharged only for cause. Probationary employees may be disciplined without

cause and without review either under the grievance procedure or by the City of DeKalb Board of Fire and Police Commissioners. Where the City believes just cause exists to institute disciplinary action, it shall have the option to assess the following penalties:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Demotion
5. Discharge

Subsection B.

If the City decides to initiate discipline against any employee, the following procedures shall apply:

1. The City shall serve written notice of the charges and proposed penalty upon the employee involved.
2. Upon receipt of the notice, the employee may elect to accept the discipline or any other discipline that may be mutually agreed or file a grievance and appeal the proposed disciplinary action, subject to approval by the Union, and appeal the discipline through the grievance/arbitration procedure. The employee shall notify the City of his election in writing within ten (10) calendar days of receiving notice of the City's notice of proposed disciplinary action.

Subsection C. Board of Commissioners Jurisdiction

If the employee notifies the City of a desire to contest the charges through the grievance procedure, and the charges seek a penalty within the Board of Fire and Police Commissioners as set forth in 65 ILCS 5/10-2.1-17 (i.e., a suspension in excess of 5 calendar days or dismissal), the charges shall be filed with the Board. Upon filing of charges seeking termination of employment, the employee shall immediately be placed on an unpaid administrative leave. The Board shall upon receipt of the charges promptly act to order the imposition of the discipline specified in the charges and shall have no discretion to modify such penalty. The City may then implement the proposed disciplinary action in accordance with the procedures set forth in 65 ILCS 5/10-2.1-17, subject to any grievance filed by the employee and/or the Union. If the Board of Fire and Police Commissioners does not take action within ten calendar days, the discipline shall be automatically implemented.

Subsection D. Grievance/Arbitration

The Union or the employee may file a grievance as any disciplinary action (excluding oral and written reprimands) against an employee in accordance with Section 4.7 of this Agreement, except that the grievance shall be filed at the third (arbitration) step and the hearing shall be initiated within thirty (30) days of the election of the Grievance/Arbitration option and a decision

by the Arbitrator shall be given within thirty (30) days following the conclusion of the hearing. The time periods may be extended by the mutual Agreement of the parties.

If the Union decides to arbitrate the grievance, and discipline is imposed, the grievance shall be arbitrated unless a settlement of the grievance, City, and Union is reached. Pending the resolution of any grievance, the City may suspend an employee with pay or for a maximum of thirty (30) days without pay or with the approval of the Arbitrator, suspend for a longer period or terminate employees provided that if the charges are not sustained, the employee shall be made whole for all wages and benefits withheld. In proceedings before the Arbitrator, the existence or lack of "cause" shall be determined by the Arbitrator in accordance with the contract and arbitral precedent.

If the grievance is sustained by an Arbitrator, the City shall be bound by the Arbitrator's decision and shall not file charges as to the incident with the Board of Commissioners. If the Arbitrator finds cause for the discipline or discharge, the City may immediately implement the penalty sustained by the Arbitrator. The employee shall be bound by the Arbitrator's decision and shall not have any further right to contest such charges and penalty before the Board. Any appeal of an Arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA, 5 ILCS 315/8.

Subsection E.

This Section is intended to control as to all matters relating to discipline and the Board of Fire and Police Commissioners authority under 65 ILCS, 10-2.1-17 shall be exercised subject to the provisions of this Section. As to the Board's authority under all other provisions of 65 ILCS 5/2.1-1 et seq., not relating to discipline, this Agreement is not intended nor shall it modify any such other provisions and as to any conflict herein with said Act, the Act shall be controlling.

Section 4.7 Grievance Procedures

Subsection A. Purpose

The purpose of the Grievance Procedure shall be to settle contractual grievances between the City and the Union as quickly as possible, so as to insure efficiency and promote employee's morale.

Subsection B. Means for Settling Grievances

Should any employee or the Union feel aggrieved as a result of any condition arising out of the City-employee relationship, including the claim of unjust discrimination on any matter or condition affecting health or safety beyond those normally encountered in fire fighting, adjustment shall be sought as follows by the employee, at the discretion of the Union.

It is the intention of the parties to resolve disputes at the lowest level possible. To that end, Union representatives shall meet with the Fire Chief or his designee prior to filing the formal grievance in an effort to resolve the disagreement. The Union shall request an informal meeting within ten (10) days of the date of occurrence of the event giving rise to the grievance. The Fire Chief or his designee shall then meet with the Union within five (5) days of receiving the Union

notice. If informal efforts at resolution fail, the Union may proceed with a written grievance at step one of the grievance procedure.

(No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement.)

FIRST: The aggrieved will prepare a statement, or brief, which sets forth the grievance and shall state the Article or Section of the Agreement the aggrieved is relying on. This statement or brief will be prepared by the aggrieved within ten (10) days (excluding Saturdays, Sundays and Holidays) of the informal meeting with the Fire Chief and be presented to the Fire Chief. Efforts to settle the grievance will be made between the Union Committee and the Fire Chief. If not settled within five (5) days (excluding Saturdays, Sundays and Holidays) after formal presentation of the grievance to the Fire Chief, THEN:

SECOND: The Union may refer the matter to the City Manager in writing within ten (10) days of the Fire Chief's response (excluding Saturdays, Sundays and Holidays); the City Manager shall meet and discuss the grievance within ten (10) days from the receipt of the referral (excluding Saturdays, Sundays and Holidays), and shall respond in writing to the grievance within ten (10) days after said meeting unless an extension of time is mutually agreed to in writing. If the City does not answer within ten (10) days, then the City and Union agree that the decision shall be awarded in favor of the Union.

THIRD: In the event that the Union Committee and the aggrieved are dissatisfied with the City Manager's decision and said grievance involves the interpretation or application of the express provisions of this Agreement, the Union may refer the matter to Arbitration by giving written notice of its desire to do so to the City Manager within ten (10) days (excluding Saturdays, Sundays and Holidays) after the decision is rendered pursuant to Step Two of the Grievance Procedure. If the Union has given proper notice to the City Manager of its desire to refer the matter to Arbitration, the matter shall be settled as follows:

The parties shall jointly request the Director of Arbitration Services of the Federal Mediation and Conciliation Service to submit a list of seven (7) names of suggested arbitrators, all of whom shall be employees of the National Academy of Arbitration and shall reside in Illinois, Wisconsin, 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 whose name remains shall act as the Arbitrator. The order of striking shall be determined by a coin toss. All arbitration hearings, unless mutually agreed otherwise, shall be held in DeKalb, Illinois.

The decision of the Arbitrator shall be final and binding upon the City and the Union. The Arbitrator, however, shall be limited to interpreting this Agreement

and applying it to the facts of the particular case presented to him. The Arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement.

The fee and expenses of the Arbitrator shall be divided equally by the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. The Arbitrator's award shall be made within thirty (30) days (excluding Saturdays, Sundays and Holidays) after the conclusion of the Arbitration Hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The award shall be in writing and signed by the Arbitrator. The Arbitrator shall deliver a copy to each party personally or by registered mail, unless the parties mutually agree otherwise.

Subsection C. The Union Grievance Committee

The employees of the Union Grievance Committee shall be allowed such time as is reasonable and necessary to investigate and process grievances which have been filed in accordance with the foregoing Grievance Procedures; provided, however, no employee shall be allowed more than three (3) hours per grievance during working time for such purposes.

The Union Grievance Committee shall consist of the Executive Board and Trustees of the Union. They will be the Union representatives and will represent the Fire Department employees in the grievance procedure. The Union shall pick any three (3) employees from the Executive Board and Trustees to represent employees in the grievance procedure. The Union shall certify in writing the names of the Executive Board and Trustees, and will furnish said names to the City, at the time of their election. The Union shall designate a spokesman for the Grievance Committee.

ARTICLE V Employee Health

Section 5.1 Safety & Health

Subsection A. General

The City and the Union shall cooperate fully in the matters of safety, health, and sanitation affecting the employees of the Fire Department. The City shall furnish turn-out equipment, which is in good condition and the proper size. Said turn-out equipment shall consist of: fire coats, helmets, bunker pants, suspenders, gloves, and all boots. Type, kind, and amount to be determined by the City.

Subsection B. Physical Examination

Every employee of the Fire Department, as a condition of employment, will be required to pass a physical examination prior to beginning work with the Fire Department. Such examination will be performed by a licensed medical doctor appointed by the City and the cost of the examination will be paid by the City.

Employees covered by this Agreement shall receive and shall submit to a physical examination annually. Said physical exam shall be performed following the guidelines set forth in "The Fire Service Joint Labor Management Wellness/Fitness Initiative," Chapter 2, Copyright 1997. The submaximal exercise test and the evaluation of body composition will be conducted by the shift fitness coordinators and forwarded to the Fire Department Physician. The Fire Department Physician may order any additional diagnostic tests deemed necessary for any individual employee. The City shall pay the cost of these exams.

If the exams are performed outside the employee's normal work shift, the employee shall be compensated as provided by Section 2.2 except that overtime minimums shall not be applicable and employees shall be paid only for the actual time spent at the physical examination.

Section 5.2 Drug Abuse Policy

Subsection A. General Policy

The use of illegal drugs and the abuse of legal drugs and alcohol by the members of the Fire Department presents unacceptable risks to the safety and well being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates the reasonable expectation of the public that the employees who serve and protect them will obey the law and be fit and free from the adverse effects of drugs and alcohol abuse.

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

The City has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are fully capable and fit to perform their jobs at all times. For these reasons, the abuse of prescribed or over-the-counter drugs and the abuse of alcohol by employees is strictly prohibited on duty. The use, possession, sale, or transfer of illegal drugs, cannabis, or non-prescribed controlled substances by employees is strictly prohibited on or off duty. Violation of these policies may result in disciplinary action up to and including discharge.

Subsection B. Definitions

1. **DRUGS:** The term "drug" shall include any controlled substance listed in 720 ILCS 570/101 et seq. of the Illinois Compiled Statutes, known as the Controlled Substance Act, for which the person tested does not submit a valid, pre-dated prescription. The term "drug" includes both prescription and over-the-counter medication, alcohol, and illegal drugs. In addition, it includes "designer drugs" which may not be listed in the Controlled Substance Act, but which adversely affect perception, judgment, memory, and coordination.

A listing of drugs covered by this policy includes, but it is not limited to:

Opium	Methaqualone	Psilocybin-Psilocin	Morphine	Tranquilizers
MDA	Codeine	Cocaine	PCP	Heroin
Merperdine	Amphetamines	Choral Hydrate	LSD	Methylphenidate
Hash	Phenmetrazine	Barbiturates	Marijuana	Mescaline
Hash Oil	Cluthethimide	Steroids		

2. **IMPAIRMENT:** Impairment due to drugs shall mean a condition in which the Employee is unable to properly perform his duties due to the effects of a drug in his body. Where impairment exists (or is presumed), incapacity for duty shall be presumed.

“Impairment” due to alcohol shall be presumed when blood alcohol content of .03 or more is measured.
3. **POSITIVE TEST RESULTS:** “Positive test results” shall mean a positive result on both a confirming test and an initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the confirmed specimen tested contained alcohol, drug, or drug metabolic concentrations at or above the concentrations specified in the Department of Health and Human Services standards as referenced elsewhere in this Article.
4. **DRUG ABUSE:** The term “drug abuse” includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed or over-the-counter drug, or the abuse of alcohol, which results in impairment.
5. **COMMISSIONED OFFICER:** The term shall refer to a Fire Lieutenant, Fire Captain, or Fire Battalion Chief permanently appointed by the Board of Fire and Police Commissioners.

Subsection C. Prohibitions

Employees shall be prohibited from:

1. Consuming or possessing alcohol or illegal drugs at any time while on duty and/or while on any of the City’s premises or job sites, including all the City’s buildings, properties, or vehicles and the Employee’s personal vehicle while engaged in the business of the City;
2. Using, selling, possessing, purchasing, or delivery of any illegal drug while on duty or when off duty;
3. Being impaired due to drugs while on duty; or

4. Failing to report to their supervisor any known adverse side effects of any medication, including over-the-counter medications or prescription drug(s), which they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

Subsection D. Administration of Tests

1. All current employees will be given a copy of the Drug and Alcohol Abuse Policy upon execution of this Agreement. All newly hired employees will be provided with a copy at the start of their employment.
2. Nothing in this Policy shall limit or prohibit the City from requiring applicants for bargaining unit positions to submit blood and/or urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

Subsection E. When a Test May Be Compelled

1. There shall be no random, across-the-board, or routine drug testing of employees, except as part of treatment and/or after care.
2. Where there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that Employee may be required to report for drug/alcohol testing by either the City Manager, Fire Chief, an Assistant Fire Chief, one of the Battalion Chiefs, or two (2) commissioned officers. At the time the employee is ordered to submit to testing, the City shall contact the Union Representative so that he may be present. If the designated Union Representative is unable to be present within thirty (30) minutes, then the Employee may be ordered to be tested in the presence of any Union member who volunteers. The Union shall provide the City with a list of the Union representatives to be contacted for this purpose and shall maintain it on an ongoing basis. In the event a bargaining unit member (any commissioned officer) is the individual ordering the test, a Union Representative or other Union member must be present.
3. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered a refusal of a direct order and will be cause for disciplinary action up to and including discharge.
4. It is understood that drug and alcohol tests may be required under the following conditions:
 - a. When an Employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty;
 - b. When an Employee is involved in an on-the-job injury causing reasonable suspicion of legal or illegal drug use or alcohol abuse;

- c. When an Employee is involved in an on-the-job accident where there is reasonable suspicion of illegal drug use or alcohol abuse; or
- d. Where an Employee has experienced excessive absenteeism or tardiness under circumstances giving rise to reasonable suspicion of off-duty drug or alcohol abuse.

The above examples do not provide an exclusive list of circumstances, which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

Subsection F. Reasonable Suspicion

Reasonable suspicion is a standard to determine when a drug or alcohol test may be ordered and the Employee may be required to report for testing.

Reasonable suspicion exists if the facts and circumstances warrant rational inference(s) that a person is using and/or is physically or mentally impaired due to being under the influence of drugs or alcohol. Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances; or
2. Information provided by an identifiable third party which is independently corroborated by an investigation by the Fire Chief or his designee to determine the reliability or validity of the allegation.

Subsection G. Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by the Agreement, the City shall provide the Employee with the reasons for the order. A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided to the Employee within a reasonable period of time following the order. The Employee shall be permitted to consult with a Representative of the Union at the time the order is given, provided that such a Representative is available. No questioning of the Employee shall be conducted that is not consistent with the "Fireman's Disciplinary Act". A refusal to submit to such testing may subject the Employee to discipline, but the Employee's taking of the test shall not be construed as a waiver of any objection or rights he may have. When testing is ordered, the Employee will be removed from duty and placed on leave with pay pending the receipt of the results.

Subsection H. Conduct of Tests

The City may use Breathalyzer tests for alcohol testing. Conducting the testing authorized by this Agreement (other than by use of a breathalyzer, with respect to which only item 7 below shall apply) the City shall:

1. Use only a clinical laboratory or hospital facility that is appropriately licensed and has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA).
2. Insure that the laboratory selected conforms to all NIDA standards, including blind testing.
3. Use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months.
4. Collect a sufficient sample of the same bodily fluid or material from an Employee to allow for initial screening and confirmatory test, and a sufficient amount to be set aside reserved for later testing, if requested by the Employee.
5. Collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration.
6. Confirm any sample that tests positive to the initial screening of drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
7. Require that with regard to alcohol testing, for the purpose of determining whether the Employee is under the influence of alcohol, test results that show an alcohol concentration of .03 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.
8. Provide each Employee tested with a copy of all information and reports received by the City in connection with the testing and the results.
9. Ensure that no Employee is subject to any adverse employment action except temporary reassignment with pay or relief from duty with pay during the pending of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the Employee's personnel files.
10. Require that the testing laboratory inform the City that a blood or urine sample is positive only if both the initial and confirmatory test are positive for a particular drug. In the event the City obtains information concerning testing or results thereof inconsistent with the provisions of this Article, then such information shall be removed from the Employee's personnel file and may not be used by the City for any reason, which could adversely affect an Employee's condition of employment.

Subsection I. Prohibited Levels

A positive test result of any detectable amount of a controlled substance, other than as provided herein, is a prohibited level. A positive test result means a finding of the presence of drugs or their metabolite in the sample tested at or above those levels established by the Department of Health and Human Services at the time the test is made. The following chart of maximum levels is included for illustrative purposes only. It is understood that changes in technology and/or the need to detect the presence of other types of drugs may at times necessitate the adoption of new or changed prohibited levels. If there is any difference between the prohibited drug levels set forth here and those standards established by the Department of Health and Human Services (DHHS), the existing standards shall prevail for all drug levels except alcohol.

	<u>Initial Test Levels</u>	<u>Confirmatory Test Levels</u>
ALCOHOL	.03% Blood Alcohol Content	.03% Blood Alcohol Content
MARIJUANA METABOLITES	100 ng/ml	15 ng/ml
COCAINE METABOLITES	300 ng/ml	150 ng/ml
OPIATE METABOLITES		
Morphine	300 ng/ml	
Codeine	300 ng/ml	
PHENCYCLIDINE	25 ng/ml	25 ng/ml
AMPHETAMINES		
Amphetamine	1,000 ng/ml	500 ng/ml
Methamphetamine		500 ng/ml

The foregoing standards for prohibited levels shall not preclude the City from attempting to show that test results below said levels demonstrate that the Employee was impaired, but the City shall bear the burden of proof in such cases.

Subsection J. Right to Consent

The Union and/or Employee, with or without the Union, shall have the right to file a grievance concerning any drug or alcohol testing authorized by this Agreement, except as otherwise provided in this Article.

Subsection K. Voluntary Requests for Assistance

The City shall take no adverse employment action against any Employee because he voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, unless the request follows the order to submit to testing or unless the Employee is found to be using illegal drugs or under the influence of drugs or alcohol. If the Employee is then unfit for duty in his current assignment, the City may authorize sick leave or another assignment if it is available in which the Employee is qualified and/or is able to perform. The City shall make available through the Employee Assistance Program (EAP) a means by which the Employee may obtain

referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, Employees shall be allowed to use accumulated sick leave, vacation time, holidays earned, and/or compensable time accumulated, and/or be placed on unpaid leave pending completion of treatment. For the purpose of this Policy, the use of accumulated sick leave shall only be afforded to an Employee once during his employment with the City.

The City shall pay 100% of the EAP, but if further treatment is necessary, coverage or lack of coverage will be determined by the Employee's individual health plan. If the City eliminates the EAP, the drug testing policy of this Agreement is terminated.

Subsection L. Disciplinary Action for Confirmed Positive Test Results

1. **First Positive** – The first confirmed positive test result will be cause for disciplinary action up to and including a five (5) calendar day disciplinary suspension in the case of legal drugs, and up to and including thirty (30) days in the case of illegal drugs. The Employee must agree to the following conditions:
 - a. mandatory referral to the Employee Assistance Program for evaluation, diagnosis, and development of a rehabilitation treatment plan consistent with generally accepted standards; and
 - b. cooperation in the rehabilitation plan, including unannounced periodic drug and alcohol screening for a period of up to twelve (12) months, successful completion of the prescribed rehabilitation (remaining free of drug and alcohol use), and the signing of an Agreement consenting to all said conditions.

Failure to comply with all of these conditions during continued employment shall be cause for discharge. Any Employee who does not test positive after the first instance for a period of five (5) years or more, shall be considered at the first positive level for any subsequent positive test.

2. **Second Positive/Abuse of Legal Drugs During Rehabilitative Treatment** – If an Employee has a first confirmed positive test and enters a rehabilitation program, and thereafter while that Employee is in rehabilitation that Employee has a subsequent confirmed positive test as a result of an unannounced periodic drug and/or alcohol screening, the Employee shall receive a thirty (30) calendar day disciplinary suspension and shall be required to continue in rehabilitation and comply with the other conditions of rehabilitation set forth in the preceding paragraph. This thirty (30) calendar day disciplinary suspension shall be final and binding on the Union and the Employee, and shall not be subject to the grievance procedure. Any confirmed positive test thereafter, shall result in the Employee's discharge which shall be final and binding on the Union and the Employee and the penalty shall not be subject to the grievance procedure.

3. **Second Positive/Use of Illegal Drugs During Rehabilitative Treatment** – If an Employee has a first confirmed positive test and enters a rehabilitation program, and thereafter while that Employee is in rehabilitation that Employee has a subsequent confirmed positive test as a result of an unannounced periodic drug screening, the Employee shall be discharged, which discharge shall be final and binding on the Union and the Employee, and the penalty shall not be subject to the grievance procedure.
4. **Second Positive/Reasonable Suspicion** – An Employee who has a first confirmed positive test under Paragraph L-1 above, and who subsequently has a confirmed positive test under the reasonable suspicion standard shall be discharged, which discharge shall be final and binding on the Union and the Employee and the penalty shall not be subject to the grievance procedure.
5. **Employment Status** – There may be no requirement on the part of the City to keep an Employee on active employment status who is receiving rehabilitative treatment under this Section if the City determines that the Employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a threat to the property and safety of others and would violate the reasonable expectations of the public. Such Employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment. The City shall be reasonable in its application of this provision.
6. **Discipline** – This Section shall in no way limit discipline for other offenses arising out of, related to, or aggravated by drug use or abuse, including but not limited to discipline or discharge because the Employee's condition is such that he is unable to properly perform his duties due to the effects of drugs, or because the Employee posed or caused any threat to the health and safety of himself or others, or because the Employee caused damage to property; nor shall it limit the discipline to be imposed for possessing, selling, purchasing, or delivering any illegal drug during working hours or while off duty, or for using any illegal drug while on or off duty. In cases of misconduct arising out of, related to or aggravated by drug use or abuse, the discipline imposed shall be based on the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to life, limb, or property).

Subsection M. Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the City Manager, the City Attorney, the President of the Union or designee, and such other officials as may be mutually agreed to by the individual Employee and the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any Employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results,

except where the discipline or discharge is final and binding as provided for elsewhere in this Policy.

Section 5.3 Insurance

Subsection A.

The hospital, medical, and dental insurance plan for bargaining unit employees and their spouse and eligible dependent(s), shall be the same plan which is in effect on the date of the execution of this agreement with the City retaining the right to change insurance carriers or otherwise provide for hospital and medical coverage, so long as the coverage (level of benefits) remains equal to or greater than the plan presently carried. The City will make every attempt to maintain an equally beneficial Provider Network, based on the following criteria:

1. Number and Location of Providers based on a disruption study;
2. Plan member satisfaction;
3. Reimbursement Arrangements (Schedule of Providers Payments or Discount from Charge Schedules);
4. Administrative Compatibility with Third Party Administrator;
5. Impact on Reinsurance Premiums and Claim Factors; and,
6. Other factors deemed important to financial viability of Plan.

Prior to making any such change, the City will review the coverage (level of benefits) with the Union. A summary of the Plan terms, including deductibles, co-payment provisions, maximum out-of-pocket costs, and pharmacy costs is attached hereto as Appendix D-1 (EPI Plan) and Appendix D-2 (Catastrophic Plan) except as such provisions are specifically modified by other terms contained herein.

Subsection B. Employee Contributions

Employees who elect individual hospital, medical, and dental insurance shall pay three percent (3%) of the employee's base annual wages towards the cost of insurance coverage. Employees, who elect hospital and medical insurance for the employee and one dependent, shall pay four percent (4%) of the employee's base annual wages towards the cost of insurance coverage. Employees who elect hospital and medical insurance for family coverage, including unmarried children whose age is under the Dependent Coverage Age Limit, as defined herein, shall pay five percent (5%) of the employee's base annual wages towards the cost of insurance coverage. Beginning January 1, 2013, any employee that elects the individual catastrophic plan as shown in Appendix D-2 shall have the premium for hospital and medical insurance paid for by the City.

Beginning July 1, 2013, employees who elect individual hospital, medical, and dental insurance shall pay three and one-half percent (3.5%) of the employee's base annual wages towards the cost of insurance coverage. Employees, who elect hospital and medical insurance for the

employee and one dependent, shall pay four and one-half percent (4.5%) of the employee's base annual wages towards the cost of insurance coverage. Employees who elect hospital and medical insurance for family coverage, including unmarried children whose age is under the Dependent Coverage Age Limit, as defined herein, shall pay five and one-half percent (5.5%) of the employee's base annual wages towards the cost of insurance coverage.

For purposes of this Agreement, the Dependent Coverage Age Limit shall be the numerically lowest age until which unmarried dependents of an employee are eligible, under applicable state or federal law, to receive insurance coverage. Under current applicable law, the City and Employees acknowledge that the Dependent Coverage Age Limit is twenty six years of age, and that unmarried dependents are eligible for coverage (on the City's plan) until the unmarried dependents reach the age of twenty-six.

Employee payments for contributions toward the cost of medical, hospital, and dental insurance premiums shall be accomplished by twenty-six (26) even payroll deductions from the employee's biweekly paycheck.

Subsection C. Retiree Insurance

1. Existing Benefits For Employees Who Have Retired.

A retired employee may maintain the same hospital and medical insurance for himself and his spouse and dependent, unmarried children under the age the Dependent Coverage Age Limit, as defined above, by reimbursing to the City the full premium monthly. When a retired employee reaches the age of sixty (60), the City shall pay the premium of the individual employee's hospital and medical insurance, excluding spouse and children.

If a retired employee discontinues hospital and medical insurance coverage for himself, his spouse, and/or any or all of his dependent, unmarried children under the Dependent Coverage Age Limit, he will not be able to reinstate coverage unless all evidence of insurability (as determined by the City's insurance broker) is met. The City has no obligation to pay the premium of a retired employee reaching the age of sixty (60) who has discontinued coverage unless all evidence of insurability (as determined by the City's insurance broker) is met.

All retired employees may reinstate health and medical insurance as a Medicare supplement when they are eligible for the Medicare program.

2. Benefits for those who will retire after July 1, 2011.

Effective July 1, 2011 City contributions toward the cost of health insurance benefits for employees who have or will retire after July 1, 2011 shall be modified as follows:

- a. For employees hired prior to March 1, 1986 and having attained 20 years of service with the City, if the retiree wishes to receive coverage under the City's Medical Plan (defined herein as the IAFF Medical Plan described in the attached Appendix D-1), the City will pay 50% of the premium cost

for the retiree's coverage under the City's Medical Plan, during retirement, as described in Section 5.3(a)(hereinafter the "City Plan") commencing at age 50 and continuing until the employee reaches the age for Medicare eligibility (hereafter referred to as "Medicare Age");

- 1) For such retired employee's spouse, the City will pay 20% of the spousal rate under the single plus one (S + 1) tier in the same City plan until that retired employee reaches Medicare Age;
 - 2) After an employee reaches Medicare Age:
 - a) For the retired employee – the City shall pay 100% of individual premium cost for the City Plan;
 - b) For employee's spouse - the City's contribution shall terminate.
- b. For employees hired after March 1, 1986 but before July 1, 2001 and having attained 20 years of service with the City, if the retiree wishes to receive coverage under the City Plan, the City will pay 50% of the premium cost for the retiree's coverage under the City Plan, during retirement, as described in Section 5.3(a)(hereinafter the "City Plan") commencing at age 50 and continuing until Medicare Age;
- 1) For such retired employee's spouse, the City will pay 20% of the spousal rate under the single plus one (S + 1) tier in the same City Plan until that retired employee reaches Medicare Age;
 - 2) After an employee reaches Medicare Age:
 - a) The City shall make an annual contribution of \$2,000 into the retired employee's PEHP account (or its equivalent if existing laws are changed), to be paid starting when the employee reaches Medicare Age, and terminating upon the retired employee's death.
 - b) For employee's spouse - the City's contribution shall terminate.
 - c) If the employee seeks to receive coverage under the City Plan, the retired employee will have to pay 100% of all premium costs for himself and his dependents.
- c. For employees hired after July 1, 2001 but before July 1, 2011, the City shall contribute annually an amount matching any contribution made by the employee to his preferred 457 plan up to a maximum of \$2,000

annually until the employee's retirement. (Employees are free to contribute additional amounts beyond the \$2,000, without any city match.) If the employee seeks to receive coverage under the City's medical plan during retirement, the retired employee will have to pay 100% of all premium costs for himself and his dependents.

- d. For employees hired after July 1, 2011, the City's shall have no obligation to match any contribution or make any payment towards the cost of health insurance premiums after retirement. This provision shall not affect the City's obligation to contribute to an employee's PEHP or equivalent account during their active employment prior to retirement that may currently or prospectively exist. If the employee seeks to receive coverage under the City Plan, the retired employee will have to pay 100% of all premium costs for himself and his dependents.
- e. Any employee authorized to receive benefits during his employment as outlined above, such as participation in a PEHP or 457 Plan shall participate in a plan administered by a choice of vendors acceptable to the City and Union. In addition, any employee eligible for participation in a 457 plan shall be eligible to change the amount of his contribution into the plan (and, for amounts up to \$2,000 per year, the City's matching contribution), not more than four times per calendar year.
- f. The parties recognize that retired employees are no longer members of the bargaining unit and therefore have no bargaining rights as to health insurance benefits under the City's Medical plan. Accordingly, in order to secure the terms of this agreement for employees hired prior to July 1, 2011, the City agrees to execute an individual contract attached hereto as "Appendix G", "Appendix H", or "Appendix I", as applicable, for each employee setting forth the City's obligation with regard to retiree medical insurance coverage
- g. The parties acknowledge that the Union's agreed modifications of the existing retiree health insurance benefits agreed to herein are a material part of the quid pro quo for the parties' minimum shift manning agreement (Article VI, Section 6.8) and are subject to the terms of the parties' Side Letter, a copy of which is attached as Appendix J.
- h. The parties further acknowledge that the negotiations that produced agreement to such quid pro quo were predicated upon specific circumstances uniquely applicable to Local 1236's bargaining unit consisting of: (1) based upon Local 1236's bargaining history, retiree health insurance is a mandatory subject of bargaining pursuant to the second paragraph of Section 4 of the IPLRA; and, (2) because the members of Local 1236's bargaining unit are firefighters, shift manning is a mandatory subject of bargaining pursuant to Section 14(i) of the IPLRA

as applied by the ILRB and affirmed by the Appellate Court in Village of Oak Lawn v. ILRB, 2011 IL App (1st) 103, 417 (1st Dist, September 7, 2011).

Subsection D.

In the event of the death of an employee covered by this Agreement, the employee's dependents, as defined by the City's group insurance program, shall be eligible for participation in the City's group insurance program by reimbursing the City for 50% of the applicable premium cost. Eligibility for participation shall end if 1) the employee's spouse remarries; or 2) if the dependents are eligible for group insurance coverage through another plan.

Subsection E. Life Insurance

The City shall provide Fifty Thousand and No/100 Dollars (\$50,000.00) death benefit or life insurance for all active employees covered by this Agreement.

Subsection F.

Employees covered by this agreement who incur any non-service connected illness or disability which renders the employee unable to return to regular duty and who have completed at least six (6) years of service time creditable under the Pension Code may use accumulated paid leave, shift trades, and/or other paid leaves covered by this agreement or provided to employees under City personnel policies to earn creditable service time sufficient to satisfy the seven (7) year vesting requirement for a non-duty disability under the Pension Code, 40 ILCS §5/4-111.

The City shall also offer to employees covered by this agreement a disability insurance policy provided 100% of the premiums are paid by the employee

Subsection G.

IRC Section 125 Plan. The City will maintain an IRC Section 125 Plan to enable employees to make insurance premium payments with pre-tax dollars, so long as such plan continues to be authorized by the Internal Revenue Code.

Subsection H. High Deductible Plan

The parties agree to continue negotiations regarding implementation of a High Deductible Plan with a Health Savings Account "HSA." The negotiations shall include bargaining over the allocation of any excise tax for high cost coverage that may be imposed under the federal Affordable Care Act ("Cadillac Tax") for employees who participate in plans other than the High Deductible Plan. Such negotiations shall be limited to this Subsection 5.3 (H) and shall be subject to expedited impasse resolution under Section 14 of the Illinois Labor Relations Act. If agreement is not reached by January 1, 2016, the parties agree to select an arbitrator at that time, just in case the arbitrator's services become necessary, and further agree to only select an arbitrator who will agree to hold a hearing and issue an award by May 1, 2016. The parties agree that negotiations and/or interest arbitration shall be completed by May 1, 2016, so that the plan and benefit level modifications can be implemented by January 1, 2017.

Section 5.4 Post-Employment Health Plan (PEHP)

Subsection A.

The City of DeKalb and the International Association of Firefighters, Local #1236 mutually agree that the City shall participate in the establishment of a Post-Employment Health Plan (PEHP) for each employee

The City will contribute \$500.00 per year for each employee's PEHP plan. Each installment of \$20.00 per pay period for 25 pay periods will show on employee's pay stubs. In addition, the employee will contribute \$250.00 per year from his base pay in 25 equal installments of \$10.00. Also, employee will pay annual administrative fee for their individual account.

Effective July 1, 2013, the City will contribute an additional \$125 per year to each employee's PEHP plan, totaling \$625 per year. Each installment of \$25 per pay period for 25 pay periods will show on the employee's pay stubs. In addition the employee will contribute an additional \$125 per year, totaling \$375 per year from his base pay in 25 equal installments of \$15 per pay period. Also, the employee will pay the annual administrative fee for their individual account.

ARTICLE VI Work Conditions

Section 6.1 Work Rules

- A. The Union agrees that employees covered by this Agreement shall comply with all rules and regulations promulgated by the Fire Department, as well as with all applicable City Ordinances, Police and Fire Commission rules and regulations, and Administrative Directives not in conflict with this Agreement. The Work Rules covered by this Section of the Agreement include the rules issued by the Chief regarding station bidding practices and vacation selection practices. If such requirements are changed, modified, or revised, the City shall give the Union notification in advance of the effective date of any such proposed modification by posting the change prominently on the bulletin boards of all Fire Stations two (2) weeks prior to the effective date.

The City further agrees to furnish each employee of the Fire Department with a copy of Fire Department and Police and Fire Commission rules or regulations prior to their effective date. New employees shall receive a copy of all existing work rules.

- B. The City agrees that an allegation that a rule, regulation, ordinance, or administrative directive is being applied in a manner that conflicts with the express terms of this Agreement, including attached side letters, shall be subject to the grievance procedure.
- C. The City agrees that employees shall not be required to do the work of tradesmen (carpentry, electrical, plumbing, cement work, extensive painting, or building new apparatus). The above shall not apply to maintenance and/or repair of existing structures damaged through horseplay. Painting shall be limited to trim and touch up while on duty. The employee may volunteer to do such work without additional compensation or time off provided the Union is notified of such action.

- D. Upon request by the Union, the Fire Chief shall schedule a meeting with the Union Grievance Committee, if necessary on the employee(s)' own time to review and discuss the reasonableness of any new or modified work rule prior to such rule becoming effective.
- E. The City Manager agrees to meet, when required, with a representative of the City of DeKalb International Association of Firefighters, Local #1236, for the purpose of discussing the proposed changes to the Fire Department Rules and Regulations.
- F. The parties shall establish a joint committee for the purpose of negotiating revisions/changes to the job descriptions for the ranks included in the bargaining unit. The committee shall consist of 6 members; the Fire Chief and two members appointed by him, and the Union President and two members appointed by him. The committee shall meet from time to time to develop such job descriptions no later than June 30, 2012. Once completed these revisions/changes to the job descriptions shall be implemented into the Fire Department work rules and may be amended, if at all, in the same fashion as other changes to Fire Department work rules.
- G. The City and the Union agree, without waiving any contractual rights, to discuss in a designated committee the possibility of increasing revenue by providing mobile integrated health care and/or health facility transfer services.

Section 6.2 Labor Requirements

In justice and in fairness to the City and the taxpayers, all employees of the Fire Department shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties.

Section 6.3 Protection of Property & Equipment

It shall be the responsibility of any employee of the Fire Department, having custody of any City equipment and property, to see that it is properly cared for, kept clean and returned to its place of storage.

Section 6.4 Non-Interruption of Work

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for doing so.

Section 6.5 Residency

All members shall, within a period of fifteen (15) months from their appointment or after the completion of their probationary period (whichever comes last), become residents within boundaries established in Appendix F. Members shall be granted an extension to twenty four (24) months if they provide documentation of the efforts to meet the residency requirements as stated above. If any portion of the incorporated limits of a city, town or village touches the

boundaries, all of the city, town or village shall be included within the area. The Chief shall reasonably determine in his discretion whether the member has made sufficient efforts to meet the residency requirement.

Section 6.6 NFPA 1710

The Fire Department administration and the Union acknowledge the need to have adequate staffing on the scene of an emergency to provide for effective service to the citizens of the City and for the safety of the members of the Department. National Fire Protection Association Standard 1710 addresses the staffing for full time fire departments. While meeting that Standard would create a financial hardship for the City, meeting the spirit of the Standard should be a goal of both parties. It should be the goal of both parties to assure that all critical tasks on the fire ground can be completed in a timely manner. To that end, the City and the Union agree that NFPA 1710 shall be a standing agenda item for the monthly labor-management meetings to determine the most effective way to assure adequate staffing is available to serve the citizens. Further, the parties agree that when the Fire Department budget is submitted to the city administration each year, a separate joint report on the staffing as it relates to NFPA 1710 shall be submitted to the City Manager and the Mayor and City Council.

Section 6.7 Management Rights

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the City in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to suspend or dismiss for cause; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

All rights of the City not expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively with the City and are not subject to arbitration under this Agreement.

Section 6.8 Minimum Shift Staffing

This Section shall become effective January 1, 2012. Daily shift staffing levels of thirteen (13) sworn bargaining unit employees shall be maintained, as long as the DeKalb Fire Department operates emergency medical transports and operates out of three (3) fire stations on a regular basis, and subject to the variances set forth herein.

1. The maintenance of daily staffing levels at a minimum of thirteen (13) is subject to the bargaining unit fulfilling a performance standard that the sick leave usage

(i.e., Family illness, Illness Self, and Off Duty Injury) shall not exceed three hundred fifty (350) hours per month. Sick leave usage shall be monitored on a monthly basis. In a month in which the sick leave usage for the bargaining unit exceeds the standard of three hundred fifty (350) hours per month, the Fire Chief shall have the discretion to operate shifts down to a minimum of twelve (12), provided the shift minimum shall be restored to thirteen (13) following a subsequent month in which the standard of three hundred fifty (350) hours or less is fulfilled.

2. If Northern Illinois University is not in the fall and spring semesters, the City may staff at a minimum of twelve (12) per shift anytime there are three (3) long term absences (any illness or injury that is expected to exceed nine (9) consecutive duty days).
3. In the event that the City's General Fund revenues from sources used for the FY 2012 City of DeKalb Operating Budget, currently estimated to be \$28,584,994 (net after any interfund transfers) for any given year are less than \$28,013,294 or 2% less than the actual revenues for the immediately preceding fiscal year (whichever is greater), the City may propose that the shift minimum be reduced to twelve (12) sworn. In such event, the City shall notify the Union. Such notice shall be in writing and shall describe the financial basis for reducing staffing under this subparagraph. Upon request by the Union within ten (10) days of such notice, the City will meet to negotiate the proposed reduction in staffing. Negotiations may continue for a period of up to sixty (60) days, or longer if the parties mutually agree to extend negotiations, provided any such negotiations fail to produce an agreement, the City may implement a shift reduction to twelve (12) based on a bona fide deficit in revenues as described above that is not offset by the union's financial concessions. During such negotiations, the Union may request, and the City shall provide, relevant information directly relating to the financial basis for reducing staffing, and the Union may propose alternatives to mitigate or avoid the financial basis for reducing staff.

Nothing herein shall be construed as negating the City's right to determine City functions, and/or its standards of services, and the total number of employees employed by the Fire Department. Likewise nothing in this agreement shall be construed as a waiver of the Union's right to bargain, or the conditions of employment that constitute mandatory subjects of bargaining, in relation to any negotiations as to the terms of a successor agreement, or the Union's rights to enforce the terms of this agreement through the grievance procedure. This provision shall not be construed as prohibiting the City from laying off employees pursuant to Section 4.3 of this Agreement.

Section 6.9 Evaluations.

The parties shall establish a joint committee for the purpose of developing an evaluation process for members of the DeKalb Fire Department. The committee shall consist of the Fire Chief, an Administrative Chief appointed by the Fire Chief, the Assistant City Manager, the Human Resources Director, and 4 members of the bargaining unit including one person from each rank and a representative from the Union Executive Board. The committee shall meet from time to time to develop the evaluation process with a completion date one year from execution of this Agreement. Once completed, these evaluations shall be utilized to assist the Fire Department in providing feedback to Department personnel on job performance, goals, and overall quality improvement. The evaluations shall not be utilized for punitive discipline or for merit in any Fire Department process. If no agreement is reached by the Committee within one year from execution of this Agreement, the City or the Union may elect to reopen this section of the bargaining agreement for further negotiations. Such reopener shall be limited solely to this Section 6.9. Either party may give notice 60 days prior to the reopener date that it intends to reopen the provisions of this Section.

Section 6.10 Driver Positions

Employees shall be selected for driver positions in order of seniority if the Chief determines, in his discretion, that the employee selected can safely drive the vehicle.

ARTICLE VII Mutual Agreements & Responsibilities

Section 7.1 Equal Opportunity Clause

In accordance with applicable laws, the City and the Union agree that neither shall discriminate among employees in the application of the provisions of this Agreement because of an employee's race, color, religion, national origin, sex, age, marital status, or disability except where physical standards are applicable bona fide occupational requirements.

Section 7.2 Severability

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws of the United States of America or statutes of the State of Illinois, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened.

Section 7.3 Entire Agreement

This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining on any subject expressly covered by the terms of this Agreement except, however, the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement

during its term. The parties' Agreement to this provision shall not be construed as waiving any of their respective rights or obligations to negotiate as may be required by the IPLRA.

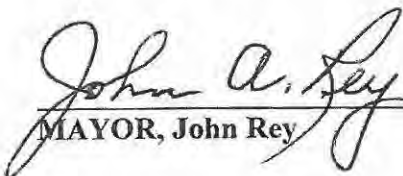
The parties further agree that in the event that the *Mount Vernon* decision is overruled, the parties' respective rights to negotiate shall be as provided in any such decision.

Section 7.4 Termination

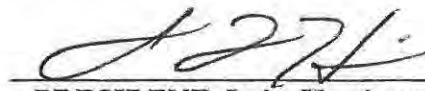
This Agreement shall be effective as of the 1st day of July 2014, and shall remain in full force and effect through the 30th day of June 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to anniversary that it desires to modify this Agreement by terminating this Agreement or any Article or Section of this Agreement. The party requesting negotiations shall be required to make the first offer in said negotiations. This Agreement may be reopened at any time if agreed to in writing by both parties, and in such event, negotiations will begin immediately. In the event of modification of this Agreement as set forth above, negotiations shall begin not later than sixty (60) days prior to the anniversary date. If negotiations for a successor Agreement have not been completed by the expiration date of the Agreement, this Agreement shall remain in full force and be effective until the successor Agreement is executed and ratified, unless either party gives the other party ten (10) days notice in writing of its desire to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 8 day of June, 2015.


CITY OF DEKALB


MAYOR, John Rey

**CITY OF DEKALB FIREFIGHTERS
ASSOCIATION, Local No. 1236**


PRESIDENT, Luke Howieson


DEPUTY CITY CLERK,
Julie Abraham


SECRETARY, Noah Millard



Appendix A-1 - Wages July 1, 2014 - June 30, 2015

2.25% General Increase for All Classifications

<u>FIREFIGHTER</u>	A	B	C	D	E	F	G	H
1950 Hours								
(37.5 Hour Week)	\$28.8346	\$30.9511	\$32.6038	\$34.3449	\$35.8355	\$37.4230	\$39.0920	\$40.9614
1.5 O.T. Rate	\$43.2519	\$46.4266	\$48.9058	\$51.5173	\$53.7532	\$56.1344	\$58.6380	\$61.4420
2669.16 Hours								
(51.33 Hour Week)	\$21.0656	\$22.6118	\$23.8193	\$25.0912	\$26.1802	\$27.3400	\$28.5593	\$29.9250
1.5 O.T. Rate	\$31.5984	\$33.9177	\$35.7289	\$37.6369	\$39.2703	\$41.0100	\$42.8390	\$44.8875
ANNUAL SALARY	\$56,227.46	\$60,354.56	\$63,577.50	\$66,972.53	\$69,879.14	\$72,974.78	\$76,229.46	\$79,874.64
PEHP	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
BI-WEEKLY (26)	\$2,162.59	\$2,321.33	\$2,445.29	\$2,575.87	\$2,687.66	\$2,806.72	\$2,931.90	\$3,072.10
<u>FIREFIGHTER/PARAMEDIC</u>								
1950 Hours								
(37.5 Hour Week)	\$29.9780	\$32.1784	\$33.8968	\$35.7068	\$37.2565	\$38.9070	\$40.6422	\$42.5941
1.5 O.T. Rate	\$44.9671	\$48.2677	\$50.8451	\$53.5603	\$55.8848	\$58.3605	\$60.9634	\$63.8911
2669.16 Hours								
(51.33 Hour Week)	\$21.9010	\$23.5085	\$24.7639	\$26.0862	\$27.2184	\$28.4242	\$29.6919	\$31.1178
1.5 O.T. Rate	\$32.8515	\$35.2628	\$37.1458	\$39.1294	\$40.8276	\$42.6362	\$44.5378	\$46.6767
ANNUAL SALARY	\$58,457.19	\$62,747.95	\$66,098.68	\$69,628.35	\$72,650.23	\$75,868.63	\$79,252.38	\$83,058.47
PEHP	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
BI-WEEKLY (26)	\$2,248.35	\$2,413.38	\$2,542.26	\$2,678.01	\$2,794.24	\$2,918.02	\$3,048.17	\$3,194.56

<u>LIEUTENANT</u>		<u>1.5 OT Rate</u>
1950 Hours (37.5 Hour Week)	\$45.0985	\$67.6477
2669.16 Hours (51.33 Hour Week)	\$32.9474	\$49.4212

ANNUAL SALARY	\$87,941.98
PEHP	\$1,000.00
BI-WEEKLY (26)	\$3,382.38

<u>LIEUT FIRE PREVENTION</u>		<u>1.5 OT Rate</u>
1950 Hours (37.5 Hour Week)	\$46.4510	\$69.6766

ANNUAL SALARY	\$90,579.54
PEHP	\$1,000.00
BI-WEEKLY (26)	\$3,483.83

<u>CAPTAIN</u>		<u>1.5 OT Rate</u>
1950 Hours (37.5 Hour Week)	\$48.3002	\$72.4503
2669.16 Hours (51.33 Hour Week)	\$35.2865	\$52.9298

ANNUAL SALARY	\$94,185.40
PEHP	\$1,000.00
BI-WEEKLY (26)	\$3,622.52

<u>BATTALION CHIEF</u>		<u>1.5 OT Rate</u>
1950 Hours (37.5 Hour Week)	\$50.4569	\$75.6854
2669.16 Hours (51.33 Hour Week)	\$36.8622	\$55.2932

ANNUAL SALARY	\$98,390.99
PEHP	\$1,000.00
BI-WEEKLY (26)	\$3,784.27

<u>LIEUTENANT/PARAMEDIC</u>		<u>1.5 OT Rate</u>
1950 Hours (37.5 Hour Week)	\$46.8925	\$70.3387
2669.16 Hours (51.33 Hour Week)	\$34.2581	\$51.3871

ANNUAL SALARY	\$91,440.29
PEHP	\$1,000.00
BI-WEEKLY (26)	\$3,516.93

<u>LT/PM FIRE PREVENTION</u>		<u>1.5 OT Rate</u>
1950 Hours	\$48.3002	\$72.4503

ANNUAL SALARY	\$94,185.40
PEHP	\$1,000.00
BI-WEEKLY (26)	\$3,622.52

<u>TRAINING BATTALION CHIEF</u>		<u>1.5 OT Rate</u>
1950 Hours	\$53.3811	\$80.0717

ANNUAL SALARY	\$104,093.22
PEHP	\$1,000.00
BI-WEEKLY (26)	\$4,003.59

Appendix A-2 - Wages July 1, 2015- June 30, 2016

2.25% General Increase for All Classifications

<u>FIREFIGHTER</u>	A	B	C	D	E	F	G	H
1950 Hours								
(37.5 Hour Week)	\$29.4834	\$31.6475	\$33.3374	\$35.1176	\$36.6418	\$38.2650	\$39.9716	\$41.8830
1.5 O.T. Rate	\$44.2251	\$47.4712	\$50.0061	\$52.6765	\$54.9626	\$57.3975	\$59.9574	\$62.8245
2669.16 Hours								
(51.33 Hour Week)	\$21.5396	\$23.1206	\$24.3552	\$25.6558	\$26.7693	\$27.9551	\$29.2019	\$30.5983
1.5 O.T. Rate	\$32.3094	\$34.6809	\$36.5328	\$38.4837	\$40.1539	\$41.9327	\$43.8029	\$45.8975
ANNUAL SALARY	\$57,492.58	\$61,712.53	\$65,007.99	\$68,479.42	\$71,451.42	\$74,616.71	\$77,944.62	\$81,671.82
PEHP	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
BI-WEEKLY (26)	\$2,211.25	\$2,373.56	\$2,500.31	\$2,633.82	\$2,748.13	\$2,869.87	\$2,997.87	\$3,141.22
<u>FIREFIGHTER/PARAMEDIC</u>								
1950 Hours								
(37.5 Hour Week)	\$30.6526	\$32.9025	\$34.6594	\$36.5103	\$38.0948	\$39.7824	\$41.5567	\$43.5525
1.5 O.T. Rate	\$45.9788	\$49.3537	\$51.9892	\$54.7654	\$57.1422	\$59.6736	\$62.3350	\$65.3287
2669.16 Hours								
(51.33 Hour Week)	\$22.3937	\$24.0374	\$25.3210	\$26.6732	\$27.8308	\$29.0637	\$30.3599	\$31.8180
1.5 O.T. Rate	\$33.5906	\$36.0562	\$37.9816	\$40.0098	\$41.7462	\$43.5956	\$45.5399	\$47.7270
ANNUAL SALARY	\$59,772.48	\$64,159.78	\$67,585.90	\$71,194.99	\$74,284.86	\$77,575.68	\$81,035.56	\$84,927.29
PEHP	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
BI-WEEKLY (26)	\$2,298.94	\$2,467.68	\$2,599.46	\$2,738.27	\$2,857.11	\$2,983.68	\$3,116.75	\$3,266.43

<u>LIEUTENANT</u>		<u>1.5 OT Rate</u>
1950 Hours (37.5 Hour Week)	\$46.1132	\$69.1698
2669.16 Hours (51.33 Hour Week)	\$33.6888	\$50.5331
ANNUAL SALARY	\$89,920.68	
PEHP	\$1,000.00	
BI-WEEKLY (26)	\$3,458.49	

<u>LIEUT FIRE PREVENTION</u>		<u>1.5 OT Rate</u>
1950 Hours (37.5 Hour Week)	\$47.4962	\$71.2443
ANNUAL SALARY	\$92,617.58	
PEHP	\$1,000.00	
BI-WEEKLY (26)	\$3,562.21	

<u>CAPTAIN</u>		<u>1.5 OT Rate</u>
1950 Hours (37.5 Hour Week)	\$49.3870	\$74.0804
2669.16 Hours (51.33 Hour Week)	\$36.0805	\$54.1207
ANNUAL SALARY	\$96,304.57	
PEHP	\$1,000.00	
BI-WEEKLY (26)	\$3,704.02	

<u>BATTALION CHIEF</u>		<u>1.5 OT Rate</u>
1950 Hours (37.5 Hour Week)	\$51.5922	\$77.3883
2669.16 Hours (51.33 Hour Week)	\$37.6916	\$56.5373
ANNUAL SALARY	\$100,604.79	
PEHP	\$1,000.00	
BI-WEEKLY (26)	\$3,869.42	

<u>LIEUTENANT/PARAMEDIC</u>		<u>1.5 OT Rate</u>
1950 Hours (37.5 Hour Week)	\$47.9475	\$71.9213
2669.16 Hours (51.33 Hour Week)	\$35.0289	\$52.5433
ANNUAL SALARY	\$93,497.70	
PEHP	\$1,000.00	
BI-WEEKLY (26)	\$3,596.07	

<u>LT/PM FIRE PREVENTION</u>		<u>1.5 OT Rate</u>
1950 Hours	\$49.3870	\$74.0804
ANNUAL SALARY	\$96,304.57	
PEHP	\$1,000.00	
BI-WEEKLY (26)	\$3,704.02	

<u>TRAINING BATTALION CHIEF</u>		<u>1.5 OT Rate</u>
1950 Hours	\$54.5822	\$81.8733
ANNUAL SALARY	\$106,435.32	
PEHP	\$1,000.00	
BI-WEEKLY (26)	\$4,093.67	

Appendix A-3 - Wages July 1, 2016 - June 30, 2017

2.50% General Increase for All Classifications

<u>FIREFIGHTER</u>	A	B	C	D	E	F	G	H
1950 Hours								
(37.5 Hour Week)	\$30.2205	\$32.4386	\$34.1709	\$35.9956	\$37.5578	\$39.2216	\$40.9709	\$42.9301
1.5 O.T. Rate	\$45.3307	\$48.6580	\$51.2563	\$53.9934	\$56.3367	\$58.8324	\$61.4563	\$64.3951
2669.16 Hours								
(51.33 Hour Week)	\$22.0781	\$23.6986	\$24.9641	\$26.2972	\$27.4385	\$28.6540	\$29.9320	\$31.3633
1.5 O.T. Rate	\$33.1171	\$35.5479	\$37.4462	\$39.4458	\$41.1577	\$42.9810	\$44.8980	\$47.0449
ANNUAL SALARY	\$58,929.89	\$63,255.35	\$66,633.19	\$70,191.40	\$73,237.71	\$76,482.13	\$79,893.24	\$83,713.62
PEHP	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
BI-WEEKLY (26)	\$2,266.53	\$2,432.90	\$2,562.81	\$2,699.67	\$2,816.83	\$2,941.62	\$3,072.82	\$3,219.75
<u>FIREFIGHTER/PARAMEDIC</u>								
1950 Hours								
(37.5 Hour Week)	\$31.4189	\$33.7250	\$35.5259	\$37.4230	\$39.0472	\$40.7770	\$42.5956	\$44.6413
1.5 O.T. Rate	\$47.1283	\$50.5875	\$53.2889	\$56.1345	\$58.5708	\$61.1654	\$63.8934	\$66.9619
2669.16 Hours								
(51.33 Hour Week)	\$22.9536	\$24.6384	\$25.9541	\$27.3400	\$28.5266	\$29.7903	\$31.1189	\$32.6134
1.5 O.T. Rate	\$34.4304	\$36.9576	\$38.9311	\$41.0100	\$42.7899	\$44.6854	\$46.6784	\$48.9201
ANNUAL SALARY	\$61,266.79	\$65,763.78	\$69,275.55	\$72,974.87	\$76,141.98	\$79,515.07	\$83,061.45	\$87,050.47
PEHP	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
BI-WEEKLY (26)	\$2,356.42	\$2,529.38	\$2,664.44	\$2,806.73	\$2,928.54	\$3,058.27	\$3,194.67	\$3,348.10

<u>LIEUTENANT</u>		<u>1.5 OT Rate</u>
1950 Hours (37.5 Hour Week)	\$47.2660	\$70.8990
2669.16 Hours (51.33 Hour Week)	\$34.5310	\$51.7965

ANNUAL SALARY	\$92,168.70
PEHP	\$1,000.00
BI-WEEKLY (26)	\$3,544.95

<u>LIEUT FIRE PREVENTION</u>		<u>1.5 OT Rate</u>
1950 Hours (37.5 Hour Week)	\$48.6836	\$73.0254

ANNUAL SALARY	\$94,933.02
PEHP	\$1,000.00
BI-WEEKLY (26)	\$3,651.27

<u>CAPTAIN</u>		<u>1.5 OT Rate</u>
1950 Hours (37.5 Hour Week)	\$50.6216	\$75.9325
2669.16 Hours (51.33 Hour Week)	\$36.9825	\$55.4737

ANNUAL SALARY	\$98,712.19
PEHP	\$1,000.00
BI-WEEKLY (26)	\$3,796.62

<u>BATTALION CHIEF</u>		<u>1.5 OT Rate</u>
1950 Hours (37.5 Hour Week)	\$52.8820	\$79.3230
2669.16 Hours (51.33 Hour Week)	\$38.6338	\$57.9508

ANNUAL SALARY	\$103,119.91
PEHP	\$1,000.00
BI-WEEKLY (26)	\$3,966.15

<u>LIEUTENANT/PARAMEDIC</u>		<u>1.5 OT Rate</u>
1950 Hours (37.5 Hour Week)	\$49.1462	\$73.7193
2669.16 Hours (51.33 Hour Week)	\$35.9046	\$53.8569

ANNUAL SALARY	\$95,835.14
PEHP	\$1,000.00
BI-WEEKLY (26)	\$3,685.97

<u>LT/PM FIRE PREVENTION</u>		<u>1.5 OT Rate</u>
1950 Hours	\$50.6216	\$75.9325

ANNUAL SALARY	\$98,712.19
PEHP	\$1,000.00
BI-WEEKLY (26)	\$3,796.62

<u>TRAINING BATTALION CHIEF</u>		<u>1.5 OT Rate</u>
1950 Hours	\$55.9468	\$83.9202

ANNUAL SALARY	\$109,096.20
PEHP	\$1,000.00
BI-WEEKLY (26)	\$4,196.01

Appendix B – Accumulated Sick Leave

At the time of an honorable separation from the City of DeKalb, an employee will be paid, at their regular hourly rate, for accumulated sick leave according to the following schedule:

<u>Years of Service</u>	<u>Years of Accumulated Sick Leave</u>
0 – 1	0%
1 – 2	5%
2 – 3	10%
3 – 4	15%
4 – 5	20%
5 – 6	25%
6 – 7	30%
7 – 8	35%
8 – 9	40%
9 – 10	45%
10 – 11	50%
11 – 12	55%
12 – 13	60%
13 – 14	65%
14 – 15	70%
15 – 16	75%
16 – 17	80%
17 – 18	85%
18 – 19	90%
19 – 20	95%
Over 20	100%

Appendix C – Longevity Schedule

Longevity pay is \$7.00 per month per year after 3 years of continuous service (starting the first month of an employee's fourth year), up to a maximum of One Hundred Seventy Five Dollars (\$175.00).

<u>Years of Service</u>	<u>Amount of Longevity Per Month</u>
3 Years	\$7.00
4 Years	\$14.00
5 Years	\$21.00
6 Years	\$28.00
7 Years	\$35.00
8 Years	\$42.00
9 Years	\$49.00
10 Years	\$56.00
11 Years	\$63.00
12 Years	\$70.00
13 Years	\$77.00
14 Years	\$84.00
15 Years	\$91.00
16 Years	\$98.00
17 Years	\$105.00
18 Years	\$112.00
19 Years	\$119.00
20 Years	\$126.00
21 Years	\$133.00
22 Years	\$140.00
23 Years	\$147.00
24 Years	\$154.00
25 Years	\$161.00
26 Years	\$168.00
27 Years and Over	\$175.00

Appendix D-1 – EPI Insurance Plan

IN-NETWORK (90%)/ OUT-OF-NETWORK (70%)

Deductible:

- | | |
|-------------|---|
| ▪ Single | \$500 |
| ▪ Single +1 | \$1,000 (\$500 per individual/\$1,000 max family) |
| ▪ Family | \$1,500 (\$500 per individual/\$1,500 max family) |

Out-of-Pocket:

- | | |
|-------------|---|
| ▪ Single | \$1,000 |
| ▪ Single +1 | \$2,000 (\$1,000 per individual/\$2,000 max family) |
| ▪ Family | \$3,000 (\$1,000 per individual/\$3,000 max family) |

Emergency Room copay - \$100

Chiropractic Services unlimited

Pharmacy

30 day supply - local

Generic \$35

Namebrand \$50

90 day supply - mail order

Generic \$35

Namebrand \$50

Mandatory mail order on maintenance drugs (90 day maximum fill). Retail fill (30 days maximum fill) allowed up to 3 months, then must go under mail order or pay the full retail price.

If physician allows generic substitution, and individual requests name brand, then the charge will be the \$50 name brand fill co-pay PLUS the cost difference between the generic drug to the name brand drug.

If the total number of “in-network” providers decrease by 1/3rd or greater, then the Union may re-open negotiations for network benefits under the City’s Insurance Plan. Negotiations will be conducted in accordance with the IPLRA as interpreted under law

Appendix D-2 – Catastrophic Insurance Plan

Plan begins on January 1, 2013

IN-NETWORK (70%)/ OUT-OF-NETWORK (50%)

Deductible:

▪ Single \$2,000

Out-of-Pocket:

▪ Single \$2,500

Emergency Room copay - \$100

Chiropractic Services unlimited

Pharmacy

30 day supply – local

Generic \$25

Formulary \$50

Namebrand \$75

90 day supply - mail order

Generic \$25

Formulary \$50

Namebrand \$75

Mandatory mail order on maintenance drugs (90 day maximum fill). Retail fill (30 days maximum fill) allowed up to 3 months, then must go under mail order or pay the full retail price.

If physician allows generic substitution, and individual requests name brand, then the charge will be the \$75 name brand fill co-pay PLUS the cost difference between the generic drug to the name brand drug.

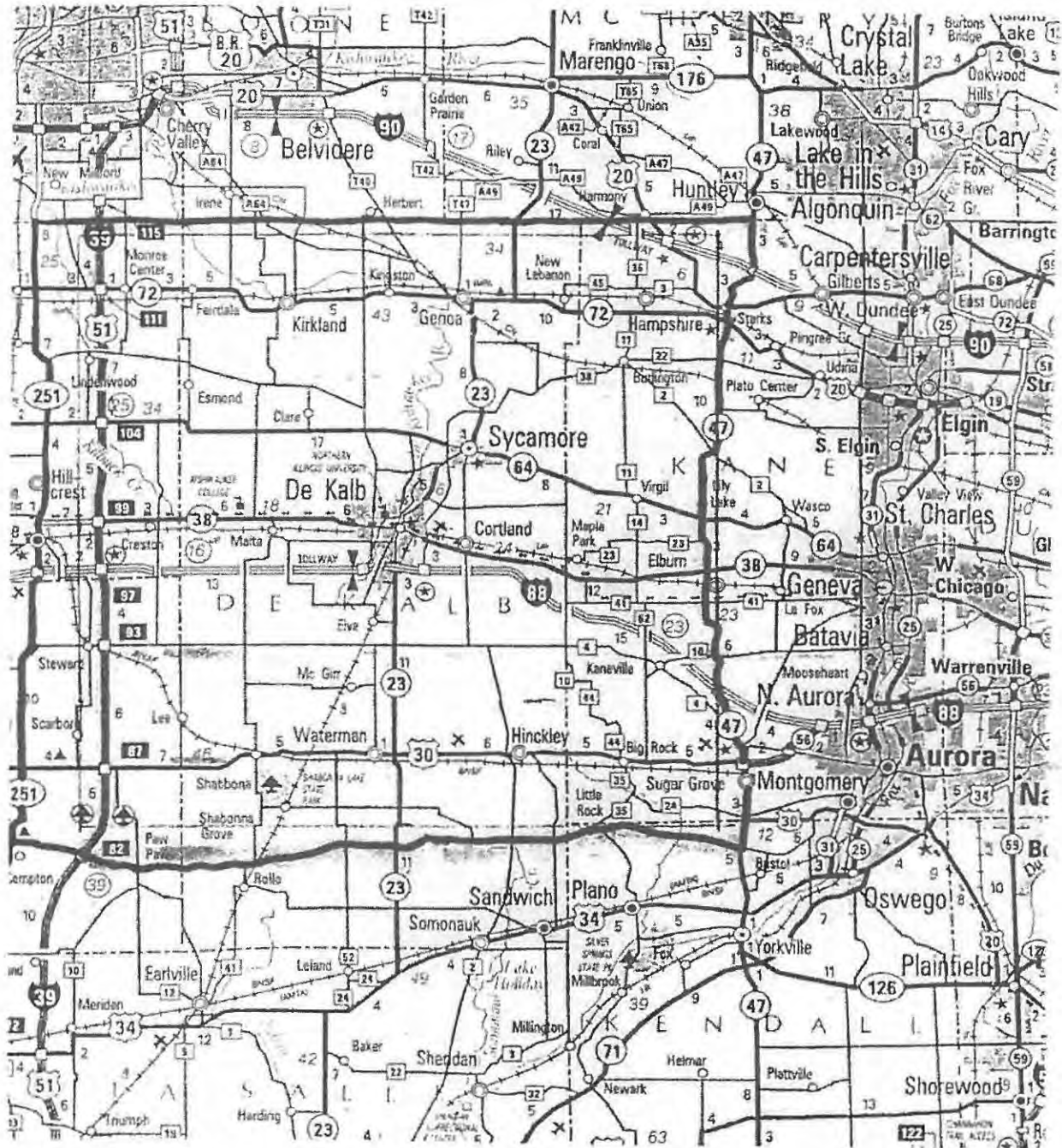
If the total number of “in-network” providers decrease by 1/3rd or greater, then the Union may re-open negotiations for network benefits under the City’s Insurance Plan. Negotiations will be conducted in accordance with the IPLRA as interpreted under law.

Appendix E – Application for Membership

in International Association of Fire Fighters

APPLICATION FOR MEMBERSHIP in International Association of Fire Fighters													
<div>International Association of Fire Fighters Received of:</div> <div>PRINT NAME HERE</div> <div>\$ _____ 1 mo. Per capita in advance</div> <div>\$ _____ Initiation Fee</div> <div>I.A.F.F. Representative: _____</div> <div>Date: _____</div>	<p>I, _____ the undersigned,</p> <p>a. Apply for membership in the above union and agree to abide by its Constitution and By-Laws.</p> <p>b. Hereby tender \$ _____ as payment of initiation fee.</p> <p>c. Authorize the union, to be my exclusive bargaining agent for collective bargaining for wages, hours and other conditions of employment.</p> <p>d. Authorize monthly payroll deduction for Union Dues: _____ Soc. Sec. # _____</p> <p>SIGNED: _____</p> <table><tr><td>Signature</td><td>Rank</td><td>Station</td><td>Shift</td></tr><tr><td>Home Address</td><td>City</td><td>State</td><td>Zip</td></tr><tr><td>Telephone</td><td colspan="3">Date</td></tr></table> <p>NOTE: Retain in Local Union Files</p>	Signature	Rank	Station	Shift	Home Address	City	State	Zip	Telephone	Date		
Signature	Rank	Station	Shift										
Home Address	City	State	Zip										
Telephone	Date												

Appendix F – Residency Map



Appendix G – Condition of Retirement Agreement

(Employees Hired Prior To March 1, 1986)

THIS AGREEMENT entered into this _____ day of _____, 2011, by and between the City of DeKalb ("Employer") and _____ ("Employee"):

RECITALS

1. The undersigned Employee is currently employed by the Employer and a member of the bargaining unit represented by Local 1236, IAFF.
2. The Employer currently and for more than thirty (30) years has provided retiree health insurance benefits. Since 1980 the Employer has provided such benefits to the retiree at age sixty (60) at no charge to the retiree.
3. The City and the bargaining unit have agreed to a phase out of the retiree health insurance benefit described in Section 5.3(c) in the Collective Bargaining Agreement dated July 1, 2011.
4. The Employer has promised to continue such retiree health insurance benefits as more specifically described in the applicable subsections of Section 5.3(c) of the Collective Bargaining Agreement for all Fire Department bargaining unit members hired before July 1, 2011.

THEREFORE, IT IS AGREED:

1. For employees hired prior to March 1, 1986:
 - a. 50% of the premium cost for coverage under the City's health plan as described in Section 5.3(a) (hereinafter the "City Plan") commencing at age 50 and continuing until the employee reaches the age for Medicare eligibility.
 - b. For such employee's spouse, 20% of the premium cost for single plus one (S + 1) coverage in the same City Plan until that employee reaches the age for Medicare eligibility.
 - c. After an employee reaches Medicare eligibility age:
 - 1) For the employee –the City shall pay 100% of individual premium cost for the City Plan;
 - 2) For employee's spouse – the City's contribution shall terminate.

2. Any disputes as to the City's fulfillment of these terms may be enforced, at the employee's option, by a grievance under the provisions of the contract grievance procedure, Article 4.7, or in Circuit Court.

EXECUTED day and year first above written.

CITY OF DEKALB

MAYOR, Kris Povlsen

EMPLOYEE

CITY CLERK, Steve Kapitan

PRESIDENT, IAFF LOCAL 1236

Appendix H – Condition of Retirement Agreement

(Employees Hired After March 1, 1986 and Before July 1, 2001 and Having Attained 20 Years of Service With the City)

THIS AGREEMENT entered into this _____ day of _____, 2011, by and between the City of DeKalb (“Employer”) and _____ (“Employee”):

RECITALS

1. The undersigned Employee is currently employed by the Employer and a member of the bargaining unit represented by Local 1236, IAFF.
2. The Employer currently and for more than thirty (30) years has provided retiree health insurance benefits. Since 1980 the Employer has provided such benefits to the retiree at age sixty (60) at no charge to the retiree.
3. The City and the bargaining unit have agreed to a phase out of the retiree health insurance benefit described in Section 5.3(c) in the Collective Bargaining Agreement dated July 1, 2011.
4. The Employer has promised to continue such retiree health insurance benefits as more specifically described in the applicable subsections of Section 5.3(c) of the Collective Bargaining Agreement for all Fire Department bargaining unit members hired before July 1, 2011.

THEREFORE, IT IS AGREED:

1. For employees hired after March 1, 1986 but before July 1, 2001 and having attained 20 years of service with the City, if the retiree wishes to receive coverage under the City Plan, the City will pay 50% of the premium cost for the retiree’s coverage under the City Plan, during retirement, as described in Section 5.3(a)(hereinafter the “City Plan”) commencing at age 50 and continuing until Medicare Age;
 - a. For such retired employee’s spouse, the City will pay 20% of the spousal rate under the single plus one (S + 1) tier in the same City Plan until that retired employee reaches Medicare Age;
 - b. After an employee reaches Medicare Age:
 - 1) The City shall make an annual contribution of \$2,000 into the retired employee’s PEHP account (or its equivalent if existing laws are changed),

to be paid starting when the employee reaches Medicare Age, and terminating upon the retired employee's death.

- 2) For employee's spouse - the City's contribution shall terminate.
 - 3) If the employee seeks to receive coverage under the City Plan, the retired employee will have to pay 100% of all premium costs for himself and his dependents.
2. Any disputes as to the City's fulfillment of these terms may be enforced, at the employee's option, by a grievance under the provisions of the contract grievance procedure, Article 4.7, or in Circuit Court.

EXECUTED day and year first above written.

CITY OF DEKALB

MAYOR, Kris Povlsen

EMPLOYEE

CITY CLERK, Steve Kapitan

PRESIDENT, IAFF LOCAL 1236

Appendix I – Condition of Retirement Agreement

(Employees Hired After July 1, 2001 and Before July 1, 2011)

THIS AGREEMENT entered into this _____ day of _____, 2011, by and between the City of DeKalb ("Employer") and _____ ("Employee");

RECITALS

1. The undersigned Employee is currently employed by the Employer and a member of the bargaining unit represented by Local 1236, IAFF.
2. The Employer currently and for more than thirty (30) years has provided retiree health insurance benefits. Since 1980 the Employer has provided such benefits to the retiree at age sixty (60) at no charge to the retiree.
3. The City and the bargaining unit have agreed to a phase out of the retiree health insurance benefit described in Section 5.3(c) in the Collective Bargaining Agreement dated July 1, 2011.
4. The Employer has promised to continue such retiree health insurance benefits as more specifically described in the applicable subsections of Section 5.3(c) of the Collective Bargaining Agreement for all Fire Department bargaining unit members hired before July 1, 2011.

THEREFORE, IT IS AGREED:

1. For employees hired after July 1, 2001 but before July 1, 2011, the City shall contribute annually an amount matching any contribution made by the employee to his preferred 457 plan up to a maximum of \$2,000 annually, until the employee's retirement. (Employees are free to contribute additional amounts beyond the \$2,000, without any city match.) If the employee seeks to receive coverage under the City's medical plan during retirement, the retired employee will have to pay 100% of all premium costs for himself and his dependents.
2. Any disputes as to the City's fulfillment of these terms may be enforced, at the employee's option, by a grievance under the provisions of the contract grievance procedure, Article 4.7, or in Circuit Court.

EXECUTED day and year first above written.

CITY OF DEKALB

MAYOR, Kris Povlsen

EMPLOYEE

CITY CLERK, Steve Kapitan

PRESIDENT, IAFF LOCAL 1236

Appendix J – Side Letter

The parties have agreed to include as a term of their agreement effective July 1, 2011 a provision describing a minimum shift complement to be maintained on duty on each shift. This agreement is subject to the following conditions:

1. This Side Letter is intended to memorialize the parties' intent that the terms of Article VI are intended to be non-precedential and shall not be deemed to establish a definitive status quo. Nevertheless, the parties' experience under the terms of this agreement during such term may be utilized by either party in a subsequent dispute in the event that shift minimums become an item in dispute between the parties in the future.
2. By entering into this Side Letter, neither the Union nor the City is waiving their respective rights or positions as to the subject that the minimum number of sworn firefighting personnel on duty on a shift is, or is not, a mandatory subject of bargaining. Both the Union and the City retain their respective rights to:
 - a. Challenge whether shift minimums are or are not a mandatory subject of bargaining;
 - b. Pursue their respective positions that any proposals to change the terms of Article are or are not, subject to corollary duties to bargain (i.e. decisional, if mandatory, or effects, if permissive);
 - c. Seek to recover *quid pro quo* terms agreed or exchanged in consideration for implementing the shift minimum commitments agreed in Article V.

Executed this TH 6 day of December, 2011.

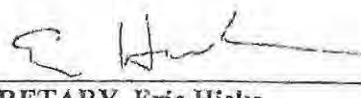
CITY OF DEKALB


MAYOR, Kris Povlsen

DEKALB FIRE FIGHTERS LOCAL
1236, IAFF


PRESIDENT, Timothy Howieson


CLERK, Steve Kapitan


SECRETARY, Eric Hicks



Appendix K – Conversion

Converting a 51.33 hour employee to a 37.5 hour employee

Variables to obtain before conversion calculations may be completed

1. E = The total number of vacation days based on seniority the employee was eligible for at the beginning of the year (not counting the 5 days of vacation in lieu of holiday) as a 51.33 hour employee
2. F = The total number of vacation days based on seniority the employee was eligible for at the beginning of the year if the employee had started the year as a 37.5 hour employee
3. G = Number of holidays for 51.33 hour employees that have occurred from the start of the year until the date of conversion
4. H = The number of vacation days the employee has taken from the start of the year to the date of conversion.
5. I = The total hours of sick leave balance at date of conversion

Conversion Calculations

Vacation Days in Lieu of Holidays

51.33 hour employees are granted 5 vacation days in lieu of 14 recognized holidays

G divided by 14 = Y percent of holidays occurring prior to date of conversion

Y times 5 "in lieu" vacation days = Z number of "in lieu" vacation days

Floating Holidays for 37.5 hour employee

2 Floating Holidays are given to 37.5 hour employees each year

A = number of whole months remaining in year from date of conversion

A divided by 12 months in year = B percent of months remaining in year

B times 2 floating holidays = C balance of floating holidays due (if 0.5 or higher, round up)

Vacation Days

H – Z = R number of vacation days (excluding "in lieu" vacation days)

E – R = J number of vacation days remaining to be taken as a 51.33 hour employee

J divided by E = V percent of vacation days remaining

V times F = X number of vacation days remaining as a 37.5 hour employee
(if 0.5 or higher, round up)

Sick Leave Balance

51.33 hr employees may accumulate a maximum of 52 shifts (24 times 52 = 1248 hrs)

37.55 hr employees may accumulate a maximum of 120 shifts (7.5 times 120 = 900 hrs)

I divided by 1248 = S percent of max sick leave balance

S times 900 = T sick leave balance for 37.5 hour employee

New balances for employee upon date of conversion:

C = Floating Holidays

X = Vacation Days

T = Sick Leave balance in hours

Converting a 37.5 hour employee to a 51.33 hour employee

Variables to obtain before conversion calculations may be completed

1. E = The total number of vacation days based on seniority the employee was eligible for at the beginning of the year (not counting the 5 days of vacation in lieu of holiday) as a 51.33 hour employee
2. F = The total number of vacation days based on seniority the employee was eligible for at the beginning of the year if the employee had started the year as a 37.5 hour employee
3. G = Number of holidays for 51.33 hour employees that will occur after the date of conversion
4. H = The number of vacation days the employee will have taken from the start of the year to the date of conversion.
5. I = The total hours of sick leave balance at date of conversion

Conversion Calculations

Vacation Days in Lieu of Holidays

51.33 hour employees are granted 5 vacation days off in lieu of 14 recognized holidays

G divided by 14 = Y percent of holidays occurring after date of conversion

Y times 5 in lieu vacation days = Z "in lieu" vacation days (if 0.5 or higher, round up)

Vacation Days

F - H = J number of vacation days remaining to be taken as a 37.5 hour employee

J divided by F = V percent of vacation days remaining

V times E = X number of vacation days remaining as a 51.33 hour employee
(if 0.5 or higher, round up)

Sick Leave Balance

51.33 hr employees may accumulate a maximum of 52 shifts (24 times 52 = 1248 hrs)

37.55 hr employees may accumulate a maximum of 120 shifts (7.5 times 120 = 900 hrs)

I divided by 900 = S percent of max sick leave balance

S times 1248 = T sick leave balance for 51.33 hour employee

New balances for employee upon date of conversion

X = Vacation Days

Z = Vacation Days in Lieu of Holidays

T = Sick Leave balance in hours

**SUPPLEMENTARY AGREEMENT
DEPARTMENTAL REORGANIZATION**

The undersigned parties agree that in their joint interest of assuring the services provided by the DeKalb Fire Department are maintained at the highest level of quality and in an efficient manner, the following changes in organizational structure and the procedures for filling vacancies in the new position are agreed:

1. Reorganization

- (a) The new positions of Deputy Chief and Assistant Chief of Training shall be established. The Parties acknowledge that, provided there is an intermediate position created by City Code between Deputy Chief and the bargaining unit, the position of Deputy Chief shall not be subject to bargaining as to job duties, promotional or selection criteria, or otherwise.
- (b) The Union agrees that the current bargaining unit work assignment for "Training Battalion Chief" shall be ended and the duties associated with such position as described in 2.3(B) of the parties agreement shall be reclassified and assigned to the non-bargaining unit promotional position of Assistant Chief-Training.
- (c) In consideration of this, the City agrees that the vacancy created in the new position of Assistant Chief-Training shall be filled by the promotion of members of the bargaining unit in accordance with the promotional procedures described below. The current and all future vacancies in such rank shall be filled within 30 days of the occurrence of a vacancy in accordance with these procedures (or any mutually agreed revisions) so long as the training and duties assigned to the employees promoted to Assistant Chief-Training continue to be performed for the benefit of the Department's service operations.

The City acknowledges that this position is intended to be an ongoing full time position and is created to ensure that all members of the Department receive optimum levels of professional training. Any modifications in the duties of the position as described in 2.3(B) shall be subject to negotiation between the parties.

2. Promotional Procedures

Section 4.2.1 Promotions of the contract shall be modified and supplemented by the following:

- A. Subsections A-General and B-Vacancies – by adding the rank "Assistant Chief-Training" to each subsection;
- B. Subsection C-Eligibility – shall be modified as follows:

Promotions to the rank of Assistant Chief-Training shall be made from members of the Department as otherwise described except eligibility shall be as follows: (1) Phase One - Firefighters in the ranks of Captain and Battalion Chief; (2) Phase Two - if less than three (3) employees who are currently holding the rank of either Captain or

Battalion Chief sign up for the test, the Fire Chief shall have the discretion to expand the number of Firefighters eligible to take the test to include: 1) Firefighters who have achieved Step H and who meet requirements to test for the rank of Lieutenant; and, 2) Lieutenants. Eligibility requirements for promotions to the position of Assistant Chief-Training shall be established by consultation in good faith by the parties.

- C. Subsections D, E, F, G, I, and J shall be waived for initial promotions to the rank of Assistant Chief-Training to the extent they are inconsistent with the procedures for evaluating and selecting among eligible candidates described below.
- D. Notices of the promotional examination shall be posted at least 30 days prior to the commencement of the promotional procedures.
- E. The promotional examination shall consist of a structured oral interview conducted by a joint Union/Department Selection Committee. The Joint Selection Committee (JSC) shall consist of six (6) members: the Fire Chief, the Deputy Fire Chief, 2 members nominated by the Union Executive Board, 1 outside professional who possesses expertise in training standards and who is mutually acceptable to the Fire Chief and Union Executive Board and 1 representative appointed by the City Manager.
- F. Prior to administering any examination to candidates, the JSC shall meet and develop merit and professional criteria and a grading matrix for the evaluation of candidates. These criteria shall then be applied uniformly to all candidates and scored impartially. The two (2) candidates who achieve the highest scores on the examination shall be included in a panel from which the Fire Chief shall select his preferred candidate for promotion. The candidate successfully selected by the Fire Chief shall be subject to a six month probationary period during which the candidate's appropriateness for the position shall be evaluated by the Fire Chief.
- G. Return to Unit
Members of the bargaining unit who: 1) have not accrued thirty or more years of creditable service; 2) are not yet eligible to retire with a full pension; and, 3) accept promotion to the rank of Assistant Chief-Training shall, for a two year period following such promotion, continue to accrue seniority and shall be afforded the right to take a voluntary reduction to their previous rank, provided that there is a vacant position in the bargaining unit, at that previously held rank (either before or after an alternate bargaining unit member is promoted to the Assistant Chief-Training position) . The parties acknowledge that the City shall not layoff a member of the bargaining unit to create a vacancy that would permit the Assistant Chief-Training to return to a previous rank; this shall not limit the authority of the City to engage in layoffs or terminations for any other permitted reason.

H.

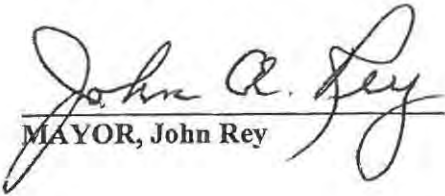
(1) The parties acknowledge that these revised procedures are variances from the existing contract and shall be implemented on a trial basis without prejudice to either party's statutory rights as to the negotiation of provisions for the successor contract.

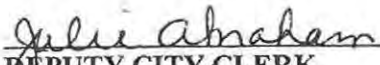
The parties further agree that:

1. The City has the sole managerial right to reorganize and/or reclassify all non-bargaining unit, managerial ranking positions in the City's Fire Department.
2. If the City exercises its right to reorganize and/or reclassify the managerial ranks, that reorganization shall not result in a claim by the Union that work currently done by the managerial ranks should instead be done by bargaining unit members.
3. If the City eliminates the rank of Assistant Chief, the Union acknowledges the City will continue to have the right to make appointments to the rank immediately below the Fire Chief, which rank is currently titled "Deputy Chief."

(2). Preservation of Bargaining Rights. The parties agree that the City's exercise of its rights to reorganize and/or reclassify the managerial ranks is not intended to alter the Union's continued representation of any bargaining unit ranks. The City acknowledges that the Union established historical bargaining rights prior to the effective date of the Act for certain bargaining unit positions. Nothing in this Agreement shall be construed as waiving or negating an employee's or the Union's historical bargaining rights as provided for under §3(r) (proviso) and §9(b) of the Act.

CITY OF DEKALB


MAYOR, John Rey


DEPUTY CITY CLERK,
Julie Abraham



CITY OF DEKALB FIREFIGHTERS
ASSOCIATION, Local No. 1236


PRESIDENT, Luke Howieson


SECRETARY, Noah Millard

APPENDIX M

SUPPLEMENTAL AGREEMENT

HEALTH INSURANCE BENEFITS

1. The undersigned parties agree that in their joint interest of providing competitive and cost-effective health insurance benefits for all bargaining unit members, effective January 1, 2016, the following changes will be made to the package of insurance benefits offered to members of IAFF Local 1236.
2. Beginning on January 1, 2016, the parties agree that bargaining unit employees and fire department retirees shall be offered the option to enroll in one of four health insurance plan choices: 1) a PPO plan; 2) an HMO plan; 3) a High Deductible Health Plan ("HDHP") which will include a City contribution to a Health Savings Account ("HSA"); and 4) a Catastrophic Plan (single coverage only).

A. PPO Plan

Appendix D-1 (EPI Plan) of the Collective Bargaining Agreement, as referenced in Section 5.3 of that Agreement, shall be replaced with Attachment 1 to this Supplemental Agreement. This plan shall no longer be called the "EPI Plan," but shall instead be called the "PPO Plan." The former EPI Plan will be discontinued.

B. HMO Plan

The City shall offer an HMO plan, which will be the same plan that is offered to the City's non-represented employees. The City can change the HMO plan from time-to-time, as long as such changes apply equally to IAFF employees as they are applied to the non-represented employees. All changes will be communicated during Open Enrollment for the upcoming insurance plan year and will be effective no sooner than January 1 of the first plan year after which the changes are communicated.

C. High Deductible Health Plan

Pursuant to the parties' negotiations as required by Section 5.3(H) of the Collective Bargaining Agreement, the City shall offer a High Deductible Health Plan, which will include an annual contribution to a Health Savings Account for any current employee who chooses to enroll in the High Deductible Health Plan. Retirees shall not be eligible for any contributions to a Health Savings Account. The terms of the High Deductible Health Plan shall be as described in Attachment 2 to this Supplemental Agreement.

D. Catastrophic Plan

The Catastrophic Plan (single coverage only) shall remain as a health insurance plan option pursuant to the terms of the current collective bargaining agreement.

3. Cost

Beginning January 1, 2016, the parties agree to replace Section 5.3(B), Employee Contributions, of the current collective bargaining agreement with the following language:

Beginning January 1, 2016, employees who elect to participate in the PPO, HMO, or HDHP plans shall pay twenty percent (20%) of the cost of the applicable health insurance premium. Any employee that elects the individual catastrophic plan shall have the premium for hospital and medical insurance paid for by the City.

Notwithstanding anything to the contrary in this Article, if the City is required to pay an excise tax or penalty under the Affordable Care Act ("ACA") or any similar state or federal legislation or regulation for the PPO plan, then the employee's biweekly insurance contributions will be increased at the rate of \$0.50 for each \$1.00 of the tax/penalty that is imposed upon the City.

In the event that the City is required to pay an excise tax or penalty under the ACA or any similar state or federal legislation or regulation for its high deductible HSA plan or for its HMO plan, employees choosing to enroll in such a plan option will not be subject to any offset.

For purposes of this Agreement, the Dependent Coverage Age Limit shall be the numerically lowest age until which unmarried dependents of an employee are eligible, under applicable state or federal law, to receive insurance coverage. Under current applicable law, the City and Employees acknowledge that the Dependent Coverage Age Limit is twenty six years of age, and that unmarried dependents are eligible for coverage (on the City's plan) until the unmarried dependents reach the age of twenty-six.

Employee payments for contributions toward the cost of medical, hospital, and dental insurance premiums shall be accomplished by twenty-six (26) even payroll deductions from the employee's biweekly paycheck.

4. Additional Insurance Benefits

- a) The changes to the dental plan for Plan Year 2016 that will be applied to the City's non-represented employees will also be applied to employees covered by the Collective Bargaining Agreement.
- b) Employees will have the option of enrolling in a vision insurance program on the same terms and conditions as other City employees. The cost of those benefits will be paid 100% by the employee, but enrollment is completely optional.
- c) Employees will have the option of enrolling in a supplemental life insurance program on the same terms and conditions as other City employees. The cost of those benefits will be paid 100% by the employee, but enrollment is completely optional.

5. Integration with Collective Bargaining Agreement (CBA)

- a) The new benefit plans as described in this Supplemental Agreement shall be substituted for and supersede the plans described in the CBA where there is a conflict with an existing plan described in the CBA.
- b) If the City offers a brand new insurance plan option to the other City employees (for example, a new "100% PPO option") that is in addition to the options in paragraph 2 of the agreement, then that new plan will also be offered to the IAFF employees on an equal basis.
- c) The City can change the HMO plan pursuant to the limitations in paragraph 2(B), as long as those changes are applied to the non-union employees.
- d) The City cannot change the PPO, Dental, or HDHP plans unless the coverage (level of benefits) remains equal to or greater than the PPO and HDHP plans as attached to this Appendix "M".

For the City of DeKalb:



John Ray, Mayor

Date: 12/18/15




Jennifer Jeep Johnson, City Clerk

For the Union:



T. Luke Howieson, President

Date: 11/4/15



Noah Millard, Secretary

APPENDIX M, ATTACHMENT 1

PPO PLAN

IN-NETWORK (90%)/OUT-OF-NETWORK (70%)

Deductible:

- | | |
|-------------|---------|
| • Single | \$500 |
| • Single +1 | \$1,000 |
| • Family | \$1,500 |

Out-of-Pocket:

- | | |
|-------------|-------------------------------|
| • Single | \$1,500 (includes deductible) |
| • Single +1 | \$3,000 (includes deductible) |
| • Family | \$4,500 (includes deductible) |

Emergency Room copay - \$150 copay

Chiropractic Services unlimited

PHARMACY

- | | |
|---|------|
| • 30 or 90 day supply – local or mail order | |
| Generic | \$5 |
| Formulary | \$35 |
| Non-formulary brand | \$50 |

If the total number of “in-network” providers decrease by 1/3rd or greater, then the Union may re-open negotiations for network benefits under the City’s Insurance Plan. Negotiations will be conducted in accordance with the IPLRA as interpreted under law.

APPENDIX M, ATTACHMENT 2

HDHP PLAN

IN-NETWORK (100%)/OUT-OF-NETWORK (80%)

Deductible:

- Single \$2,500
- Family \$5,000

Out-of-Pocket:

- Single \$2,750 (includes deductible)
- Family \$6,850 (includes deductible)

Emergency Room copay – Deductible applies, then 100%

PHARMACY

- Deductible applies, then 100%

HSA CONTRIBUTIONS

- The City will make the following HSA contributions annually on behalf of current employees who enroll in the HDHP plan
 - \$1,250 for employees with single coverage
 - \$2,500 for employees with family coverage
- In 2016 only, any current employee who enrolls in the HDHP Plan will receive a one-time cash payment as follows:
 - \$500 for single coverage
 - \$1,000 for family coverage
 - Employees can voluntarily elect to put this money into their HSA account. Subject to IRS rules, such voluntary contributions may be entitled to special tax treatment.
 - Any employee who receives the bonus payment must remain in the HDHP plan for 36 months. If the employee opts out of the HDHP having participated in the plan less than 36 months, he will be required to repay the bonus via payroll deduction.