

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF ROCHELLE, City

and

**ROCHELLE FIRE FIGHTERS ASSOCIATION, LOCAL #3445
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, Union**

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AGREEMENT

THIS AGREEMENT is hereby entered into between the City of Rochelle, hereinafter referred to as the "City" and the Rochelle Fire Fighters Association, Local #3445, of the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union."

The purpose of this Agreement is to provide harmonious and cooperative relationships through a mutual process and to insure orderly and uninterrupted efficient operations. The City and the Union desire to enter into an agreement reached through collective bargaining which will provide as its purpose the following: (1) the fair and equitable treatment of employees; (2) the promotion of equality and continuance of public service while recognizing the value of employees as they perform vital and necessary work; (3) the specification of wages, hours of work and other conditions of employment; (4) the avoidance of interruption or interference with the efficient operation of the City's duties and business; and, (5) the prompt and equitable resolution of disputes.

This Agreement is entered into in consideration of the mutual performance hereof, in good faith, by the parties.

ARTICLE I - RECOGNITION AND COVERAGE

Section 1.1. Consistent with the Act and in accord with the "Certification of Representative" by the State of Illinois State Labor Relations Board in Case No.S-RC-92-81, dated June 24,1992, the City recognizes the Union as the sole and exclusive representative of the City's employees in the bargaining unit described in Section 1.2 of this Agreement for purposes of collective bargaining regarding mandatory subjects of bargaining with respect to rates of pay, hours of work, and other conditions of employment.

Section 1.2. The provisions of this Agreement shall cover and be applicable to those employees in the "bargaining unit" described and limited as follows:

Included: All full-time fire fighters of the City of Rochelle Fire Department including probationary firefighters provided that the City's right to terminate during the employee's probation shall not be subject to any of the provisions of this Agreement. Probation shall be for six (6) months, provided the City may elect to extend the length up to one (1) full year from the initial date employment began.

Excluded: Lieutenants, chief, clerical employees, supervisory, managerial or confidential employees and all other employees of the City of Rochelle.

ARTICLE II - INHERENT MANAGEMENT RIGHTS RESERVED

Section 2.1. All the rights, powers, functions, and authority which the City had prior to the signing of this Agreement are retained by the City except as those rights, powers, functions or authority are expressly and specifically abridged, modified or limited by this Agreement.

Section 2.2. The rights which are vested exclusively in the City, except as abridged by a specific provision of this Agreement, include, but are not limited to, the right: to determine the organization and operations of the City of Rochelle Fire Department; to determine and change the purpose, composition, and function of each of its constituent departments and subdivisions; to set standards for the services to be offered to the public; to direct the employees of the Department, including the right to assign work and overtime; to determine the overall budget; to hire, examine, classify, select, promote, train, transfer, assign, and schedule employees; to increase, reduce or change the composition and size of the work force, including the right to lay off employees due to lack of work or funds or other reasons; to establish or modify work schedule, and to determine the number of and specific hours worked; to establish, modify, combine or eliminate job positions and classifications; to suspend, demote, discharge or otherwise discipline for just cause and, in connection therewith, to add, delete or alter policies, procedures, and reasonable rules and regulations; to determine and manage all matters which are not subject to interest arbitration pursuant to Section 14(i) or about which the City is not required to bargain in accord with Section 4 of the Act.

Section 2.3. Nothing in this Agreement is intended to modify or limit the current practices regarding the payment and utilization of "volunteers" who are not part of the bargaining unit.

ARTICLE III - UNION SECURITY DUES DEDUCTION AND FAIR SHARE

Section 3.1. Upon receipt of a written and signed authorization form from an employee (attached as Appendix B), the City shall deduct the amount of the Union dues and the initiation fee, if any, set forth in such form and any authorized increase therein as properly and timely certified by the Union's Secretary-Treasurer, from the wages of the employee and shall remit such deductions monthly to the Union's Secretary-Treasurer, as soon as possible but in no event later than thirty (30) days after the deductions have been made. The Union shall advise the City of any increase in the amount of deduction, in writing, at least thirty (30) days prior to its effective date.

Section 3.2. Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours of work, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees in the bargaining unit hired on or after the effective date of this Agreement and who have not made application for membership, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The City shall, with respect to any employee in whose behalf the City has not received a written authorization as provided for above, deduct from the wages of the employee, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made.

Section 3.3. The City shall forward to the Union a monthly list to accompany the dues as provided for in Section 1 of this Article. This list shall include the names of each employee that has paid the monthly dues as well as those employees, if any, that are paying a fair share obligation.

Section 3.4. The rights, obligations, and limitations concerning Union security, including fair share deductions, shall be interpreted and applied in strict accord with Section 6 of the Act. The Union shall assume full responsibility to insure complete compliance with the requirements established by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986) with regard to the constitutional rights and obligations of fair share fee payers.

Section 3.5. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability, including the timely and complete payment of all legal costs and attorneys' fees incurred by the City, that shall arise out of or by reason of action taken by the City pursuant to this Article; provided, however, there shall be no such indemnification if the Union proves that the City solicited the employee to initiate the claim or action.

ARTICLE IV - NON-DISCRIMINATION

Section 4.1. The parties agree that in their respective practices and policies, and with regard to the application of any provisions of this Agreement, they shall comply with, and to the extent of, applicable and valid state and federal laws regarding non-discrimination and equal employment opportunity. In the event an employee seeks resolution of a violation of this Section in a forum other than the grievance procedure, the employee thereby waives said employee's right to and under the grievance procedure.

a. Nepotism : No employee shall hold a position such that the employee routinely supervises, checks, or audits the work of another employee within the employee's immediate family or has his or her own work supervised, checked or audited by an employee who is an immediate family member.

Section 4.2. Neither the Union nor the City shall discriminate against any employee as a result of an employee's choice to engage in protected concerted activities, including membership or other proper activities on behalf of the Union, or who refrain therefrom.

Section 4.3. Use of either male or female gender in this Agreement shall be construed to also refer to the other. Use of singular form or plural form in this Agreement shall be construed to also refer to the other.

ARTICLE V - UNION REPRESENTATION ACTIVITIES

Section 5.1. All representation activities by or on behalf of the Union, or employees regarding the Union, shall occur consistent with and to the extent of the specific and express provisions of this Agreement. Except as herein specifically provided, no representation activities will occur during working time or be paid for by the City.

Section 5.2. The City shall not unreasonably interfere with legitimate representation activity, during unpaid time, essential to the administration of this Agreement.

Section 5.3. The Union shall notify the City regarding the name of an employee who shall be the Union's representative with full and binding authority to engage in contract administration matters with the City. If such occurs during scheduled work time this appointed representative shall be granted release time to meet with the Chief when such is necessary to contract administration matters.

Section 5.4. The City shall grant release time from duty for up to two (2) bargaining unit employees to permit attendance at negotiating sessions provided negotiations shall not interfere with performance of duty where there is need or emergency.

Section 5.5. Non-employee representatives of the Union shall be permitted to visit the City during normal working hours to talk with employees of the City and/or representatives of the City in the course of contract administration. The Chief shall establish procedures concerning notice of such visits. Such visits shall not interfere with the employees' proper performance of duty.

Section 5.6. The employee representative, and/or any authorized (per Section 5.5) non-employee Union representative shall have the right to examine, at reasonable times, time sheets and other records pertaining to the computation of compensation of any employee whose pay is the subject of a specific grievance; provided such examination shall occur during the normal working hours of the City's Human Resources Department (presently Monday through Friday, 7:30 a.m. - 4:30 p.m.) (as those hours may hereafter be changed by the City).

Section 5.7. A Grievant [one (1)] and/or the employee representative shall be granted paid release time to attend the Step 2 meeting provided in Section 8.4 or the Hearing provided in Section 8.5 of the Grievance Procedure in Article VIII provided the meeting or the Hearing is scheduled during the normal scheduled working time of the employee(s).

Section 5.8. The City shall provide designated space on available bulletin boards or suitable bulletin boards for use by the Union. Such bulletin boards shall be used exclusively for posting the following type notices:

- (A) Notices of Union recreational and social affairs.
- (B) Notices of Union meetings, appointments, and elections.
- (C) Reports of Union committees or other normal and proper business.

ARTICLE VI - NO STRIKE

Section 6.1. Neither the Union nor any employee will call, cause, initiate, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, slowdown, or the concerted interference with the full, faithful and proper performance of the duties of employment with the City, in any manner whatsoever, whether in protest of matters or actions covered by this Agreement, of matters or actions not referable hereunder and not within the normal bargaining relationship between the parties, and whether or not based upon alleged violations of state or federal law nor in sympathy or honor of any other picket line while this Agreement is in effect. The Union specifically acknowledges that any employee who holds a position of officer or representative of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

Section 6.2. In the event an employee or employees engage in any action prohibited by Section 6.1 above, the Union shall immediately disavow such action, in writing, and shall further advise the employees of their obligation under this Agreement and under the Act and shall direct the employees to return to work and shall further use its best efforts to achieve a prompt resumption of normal operations. Upon timely complying with the requirements of this Section, the Union, including its officials and agents, shall not be liable for damages for violations of Section 6.1 unless the Union, by its officials or agents, has acted in violation of Section 6.1.

Section 6.3. Any employee who violates the provisions of Section 6.1 of this Article shall be subject to discipline up to and including discharge. Any action taken by the City against any employee who participates in action prohibited by Section 6.1 shall not be considered a violation of this Agreement and further, to the extent the Grievance Procedure in Article VIII is otherwise applicable, only the issue of participation or non-participation will be subject to that Grievance Procedure.

Section 6.4. In the event of a violation by an employee or by the Union hereunder, the City shall have the right to enforce any and all legal or equitable rights or remedies.

Section 6.5. If in any case of a dispute between the City and the Union, the collective bargaining process reaches an impasse with the result that said City and the Union are unable to effect a settlement, then the dispute or impasse shall be resolved according to the provisions of Section 14 of the Illinois Public Labor Relations Act of 1986 or as may be revised from time to time.

ARTICLE VII - RULES, DISCIPLINE, AND THE BILL OF RIGHTS

Section 7.1. Maintenance of discipline and appropriate conduct is the duty of each employee. No employee who has completed the probation period defined in Section 1.2 who is covered by this Agreement shall be disciplined or discharged without just cause.

Section 7.2. Discipline in the Fire Department shall be progressive and corrective, designed to improve behavior and not merely to punish. Disciplinary actions instituted by the City shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee. When the City believes just cause exists to institute disciplinary action the City shall have the option to assess the following penalties:

- a. Oral warning
- b. Written reprimand
- c. Suspension with or without pay
- d. Discharge

The City's agreement to utilize progressive discipline does not prohibit the City from imposing more severe discipline which is commensurate with the severity of the offense, up to and including discharge. Such decision to impose or recommend more severe discipline lies solely with the Chief.

If the City has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public. A copy of all suspension and discharge notices shall be provided to the Union.

Section 7.3. Discipline shall be assessed as soon as practical after the City learns of the occurrence giving rise to the need for disciplinary action and after the City has a reasonable opportunity to investigate the facts.

An oral reprimand recorded in the employee's personnel file shall not be used after twelve (12) months to justify subsequent disciplinary action except for a related offense. A written reprimand recorded in the employee's personnel file shall not be used after eighteen (18) months to justify subsequent disciplinary action except for a related offense. A suspension recorded in the employee's personnel file shall not be used after twenty-four (24) months to justify subsequent disciplinary action except for a related offense. Once records of disciplinary action can no longer be used in subsequent proceedings (except for in connection with a related offense as noted above), those records shall remain in an employee's file for background purposes only.

Section 7.4. When the City intends to conduct an investigatory interview of an employee where the results of the interview could result in disciplinary action, the employee has the right to request representation at such interview from the Union. If the employee requests such representation, the interview shall not take place without the presence of that Union representative, provided such representative shall be available within seventy-two (72) hours of the date when the City notifies the employee of its intent to conduct said interview.

Prior to implementing any final disciplinary action involving suspension or discharge the City shall meet with the employee, who shall be entitled to Union representation upon request, and notify the employee of the findings of the investigation and the contemplated disciplinary measures and at such meeting provide the employee the opportunity to present any arguments or other considerations.

Section 7.5. An employee may file a written reply to an oral reprimand which reply shall be maintained in the employee's personal file. A Grievance may be filed concerning any disciplinary action other than oral reprimand. Such Grievance shall be initially processed at Step 2 of Section 8.4 and thereafter in accord with Article VIII.

Section 7.6. The City keeps a personnel file for each bargaining unit employee. Except as provided in Section 10 of the Illinois Personnel Record Review Act (820 ILCS 40/10), material not maintained in an employee's personnel file shall not be used as a basis for disciplinary or

other action against the employee.

An employee shall be permitted to inspect said employee's personnel file subject to the following:

- a. such inspection shall occur between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday; and,
- b. such inspection shall occur as soon as reasonably possible subsequent to the employee's written request; and,
- c. such inspection shall be in the presence of a representative of the City; and,
- d. the employee shall not be permitted to remove any material from the personnel file, but may obtain copies of any information contained therein (with the exception of materials that are not subject to disclosure under the provisions of Section 10 of the Illinois Personnel Record Review Act, 820 ILCS §40/10) upon payment for the reasonable cost of copying; and,
- e. upon request, the employee may have a representative of the Union present during such inspection and/or may provide a written authorization, presented to the City at the time of the request for inspection, for such representative to inspect said employee's file otherwise consistent herewith.

An employee shall have the right to submit, without additional supervisory approval, documents to become a permanent part of said employee's personnel file including, but not limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the employee's interests.

ARTICLE VIII - CONTRACT GRIEVANCE PROCEDURE

Section 8.1. A "Grievance" is defined as a dispute, arising between an employee or the Union and the City, concerning the interpretation or application of a specific provision of this Agreement. The Grievance shall not be expanded or enlarged after it is written in Step 2 of Section 8.4.

Section 8.2. The Grievance Procedure provided herein shall be the exclusive means of resolving Grievances arising under the terms of this Agreement. Provided, however, any individual employee or group of employees shall have the right, provisions of this Article notwithstanding, at any time to present a Grievance to the City, to have such Grievance fully adjusted, without the intervention of the Union or its representatives, so long as the adjustment is not inconsistent with the terms of this Agreement; but provided further, that the City will, by notice to Union, give the Union an opportunity to have a representative present at the final adjustment. This Section in no way limits the right of the Union to file a Grievance concerning such final adjustment.

Section 8.3. It is the intention of the parties hereto to conduct their affairs in such manner that Grievances will not arise and that Grievance claims will be minimized.

Section 8.4. All Grievances, as above defined, shall be presented and processed at the various steps and within the time limits hereinafter set forth in an earnest effort to settle such Grievance at the earliest possible time:

Step 1: A Grievance shall be presented in writing, and signed by the aggrieved employee(s) to the Chief or his designee within ten (10) calendar days of when the employee or the Union knew or could have known of the event first giving rise to the Grievance. The written Grievance must clearly identify all the facts giving rise to the Grievance, identify all specific contract provisions which it is claimed were violated, and clearly identify the relief requested. The Chief shall give his answer, in writing (with a copy to the Union), to the employee within seven (7) calendar days after the date on which the Grievance was first presented to him. The solution offered by the Chief, if accepted, shall settle the Grievance. Settlements or withdrawals at this Step 1 shall not constitute a precedent in the handling of other Grievances. In the event of a situation giving rise to a Grievance, the employee shall first complete the assigned work task, and grieve later, unless the employee reasonably believes that the assignment causes imminent threat to the employee's immediate safety.

Step 2: If the Chief's answer to Step 1 is considered not satisfactory, the Grievance may, within five (5) calendar days after the day on which the Chief's written answer is given, be appealed to the City Manager or its designated representative. As part of Step 2, such appeal may restate the facts giving rise to the Grievance, identify all specific contract provisions which it is claimed were violated, and clearly identify the relief requested. Within ten (10) working days of such appeal, the parties shall schedule a meeting at a mutually agreeable time and place. If the parties cannot resolve the matter at said meeting, the Grievant, within fifteen (15) calendar days of final adjournment of said meeting, may proceed to arbitration in accord with Section 8.5 of this Article.

The Grievant and the Union shall be bound by the specific facts, contractual provisions, and relief requested, in writing, at Step 2. An extension of time for the filing of a Grievance, answering of a Grievance, or any Grievance meetings may occur by prior mutual written agreement of the parties.

Section 8.5. In the event a Grievance is not resolved at Step 2 of Section 8.4 of this Article and the Grievant and/or Union timely requests that it proceed to Arbitration, such shall occur in accord with the following:

- (A) Within ten (10) calendar days after the request to submit the matter to Arbitration, the parties shall attempt to select, by mutual agreement, an impartial Arbitrator. If the parties cannot agree upon an impartial Arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish the parties with a panel of seven (7) regular, neutral Arbitrators who are members of the National Academy of Arbitrators (Illinois, Indiana, or Wisconsin). Upon receipt of such list, each party shall strike a name from the list, with the first strike determined by the flip of a coin, until only one (1) name remains who shall be the Arbitrator.
- (B) The expenses of the Arbitrator, including a transcript and the cost of the Hearing Room, shall be borne equally by the parties. However, each party shall bear its own costs including those for preparation, witnesses, counsel, and transcript.

- (C) Arbitration procedure shall be in accord with the provisions of the Illinois "Uniform Arbitration Act," 710 ILCS 5/1-5/23.
- (D) The Arbitrator's decision shall be consistent with the Agreement, shall cover only the specific issue in dispute without recommendation on other matters, shall be in writing, shall state the Arbitrator's reasons for his decision and shall be served upon all parties to the proceeding or their counsel by certified mail within forty-five (45) days of the close of the Hearing. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation of a specific provision of this Agreement by the City.
- (E) The parties shall make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the Arbitrator. Both the City and Union shall have the right to properly request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expenses of its witnesses. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute.

Section 8.6. All Grievances must be presented in compliance with the procedures outlined above. No Grievance will be processed unless the specific provisions and time limits are precisely followed. Time limits provided for in the steps of the Grievance Procedure may be extended by prior written mutual agreement. Unless time limits are extended by prior written mutual agreement, Grievances must be appealed within the time limits established in each step of the above procedure or they shall be considered settled on the basis of the last answer.

Section 8.7. Only one subject matter shall be covered in anyone grievance. A Grievance may be filed on behalf of two or more employees only if the same facts, issues, and requested remedy apply to all such employees. The Grievant, or anyone (1) Grievant in the event of a group Grievance, shall be entitled to attend the Step 2 Grievance meeting and if on duty at that time, shall be excused from his or her regular duties without loss of pay to attend such Grievance meeting.

Section 8.8. The investigation, filing, or processing of a Grievance by an employee or Union representative shall occur during non-working time, unless such activity during working time is approved by the Chief. No more than one (1) employee-representative shall be excused from duty to attend the Step 2 Grievance meeting. Such attendance shall not interfere with unusual or emergency need and shall be without loss of pay for the duration of the Grievance meeting.

ARTICLE IX - LABOR-MANAGEMENT COMMUNICATION CONFERENCE

Section 9.1. In the interest of efficient management and harmonious employee relations, it may be desirable that meetings be held between a Union representative and administrative representatives of the City if requested by either party. Such shall be requested at least seven (7) days in advance by either party by providing a written request to the other, and provide a proposed agenda for such meeting. Such meetings, at mutually agreed times and locations, shall be limited to:

- (A) discussions concerning the implementation and general administration of this Agreement, including mutual cooperation and understanding of problems or questions; or,
- (B) sharing of general information of interest to the parties; or,
- (C) notice to the Union from the City of non-bargaining conditions of employment; or,
- (D) safety procedures or issues.

Section 9.2. The parties expressly acknowledge that such conferences are neither collective bargaining nor for the purpose of formally or in any binding manner considering any matter being processed as a Grievance. The conference is solely for the exchange of information and opinion designed to enhance communication in the interest of optimal fire protection to the residents and visitors of the City of Rochelle.

Section 9.3. Attendance at such conferences by employees is strictly voluntary. Attendance by an employee on duty shall not interfere with unusual or emergency need and shall be without loss of pay.

Section 9.4. Any report or recommendation which may be prepared by the Union or the City as a result of a labor-management conference discussion will be in writing and copies shall be submitted to the City and the Union.

ARTICLE X - SENIORITY

Section 10.1. Seniority, for all purposes under this Agreement, shall be measured from the employee's last date of hire into the bargaining unit covered by this Agreement. The relative seniority of employees with the same seniority date shall be determined by relative order of said employees' eligibility hiring list.

Unless otherwise expressly provided, seniority shall accumulate unless broken as provided in ~~10~~ Section 10.5 of this Agreement. A former employee shall be considered as a new applicant and shall receive no credit for former seniority which was ended and thus forfeited by termination of former employment.

Section 10.2. Seniority, and any rights accruing therefrom, shall be applicable only where expressly provided with regard to a benefit or working condition.

Section 10.3. In accord with the terms of this Agreement, for the purpose of discipline and discharge, a new employee shall be a probationary employee until said employee has been employed longer than the probationary period in Section 1.2. Such new employee can be laid off or discharged at any time during this probationary period without recourse under this Agreement. A probationary employee shall be eligible for insurance coverage after thirty (30) calendar days of employment.

Section 10.4. An up-to-date seniority list, setting forth the current seniority and promotion dates for all employees in the bargaining unit, shall be maintained in the office of the Chief. The Chief shall post on the bulletin board copies of the up-to-date seniority list within fifteen (15) calendar days after execution of this Agreement and thereafter shall compile and post an accurate seniority list annually and provide a copy to the Union. Any dispute concerning the seniority list shall be subject to the Contract Grievance Procedure.

Section 10.5. An employee's continuous service shall be broken, and his seniority shall cease, and his employment shall be terminated upon:

- (A) Quitting.
- (B) Discharge for just cause.
- (C) Failure to report to work at the end of a vacation or authorized leave of absence.
- (D) Being laid off or otherwise absent from work for any other reason for a length of time longer than the lesser of his total seniority at the beginning of layoff or twelve (12) months beyond the term of this Agreement. Nothing in Section 10.5 shall serve to limit an employee's right to reinstatement following military leave to the extent that such reinstatement is required by applicable law.
- (E) Seeking or engaging in gainful employment during a leave of absence unless such is specifically granted during that leave, or the collection of unemployment compensation during a leave of absence.

- (F) Absence of one (1) twenty four (24) hour scheduled work day without proper notification, justification therefore, or authorization, unless such notification is impossible.
- (G) Retirement.

ARTICLE XI - LAYOFF AND RECALL

Section 11.1. When, in the City's discretion, it becomes necessary to reduce the work force, employees shall be laid off as follows:

- (A) Probationary employees, temporary and part-time employees shall be laid off first, in that order.
- (B) Full-time employees shall then be laid off in inverse order of seniority provided the remaining employees have the current capability to perform the work.

Individual employees shall receive notice in writing of the layoff not less than fourteen calendar (14) days prior to the effective date of such layoff, with copies thereof sent to the Union.

Section 11.2. When there is an increase in the work force and there are currently capable employees on layoff who are still retained on the seniority list, recall shall be in reverse order of layoff. No new employee shall be hired while there is a qualified employee on layoff who is still retained on the seniority list.

In the event of recall, an eligible employee shall receive notice of recall by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the City Manager or his/her designee of their current address. Upon issuance of such notice of recall, an employee shall have fourteen (14) calendar days to notify the City Clerk of acceptance of the recall. The employee shall have fourteen (14) calendar days thereafter to report to duty.

Section 11.3. The City may require an employee recalled from layoff to pass a physical examination, no more strenuous than required when the employee was initially hired, conducted at the City's expense by an City-designated physician, as a prerequisite to returning to work.

ARTICLE XII - HOURS OF WORK AND OVERTIME

Section 12.1. This Article is intended to define the regular hours of work per day or per week and shall not be construed as a guarantee of work.

Section 12.2. The City may fix and/or change the schedule of hours. The normal schedule shall be an individual twenty-seven (27) day work cycle comprised of one (1) shift of twenty four (24) consecutive hours, beginning at 0700 hours or as otherwise as is the current practice, followed by forty eight (48) consecutive hours off. Each twenty four (24) hour shift shall include two (2) ten (10) minute break periods, a one (1) hour lunch period, and a dinner period, all of which are paid.

Consistent with the requirements of the Fair Labor Standards Act (FLSA) concerning an employee with a regular schedule of a twenty-seven (27) day work cycle, each employee's regular schedule shall include a "Garcia" day (a twenty-four (24) hour shift day which would normally be worked) every eighteenth (18th) duty day which Garcia day shall end at the conclusion of the employee's 27th day of that employee's work cycle. Subject to approval of the Chief, Garcia days may be rescheduled or traded between employees provided such shall, in no way, result in overtime liability for the City under the FLSA.

Section 12.3

a. The City of Rochelle shall determine the staffing requirements for each shift. The City has made an administrative decision to maintain 4 full-time certificated staff members, comprised of three (3) full-time firefighters and one (1) lieutenant, per shift. This decision may be modified mid-term at the discretion of the City, but before doing so the City shall provide written notice to the Union of any intended change and will, upon request, schedule a meeting to discuss the change with the Union and to hear and consider the Union's response and proposed alternatives. Absent emergency, the City will not implement any change in fewer than fourteen (14) calendar days from the date notice is given, or longer if mutually agreed by the parties.

If the City decides to implement a change in the existing administrative practice [i.e. not maintain four (4) full-time certificated staff members], the City acknowledges that the Union's agreed variance from SB 834 allowing the use of non-certificated persons described in this Article is a "permissive" subject of bargaining and as such shall lapse coincident with the City's action to implement its change in the administrative practice. In such event the requirements of SB 834 shall be reinstated without prejudice to the union's rights to enforcement prospectively.

b. Up to two (2) slots of the four (4) full-time firefighters on any given shift shall be available to allow for scheduling vacations, Garcia Days, and other contractually scheduled time off (i.e. sick time, personal days, compensatory time). The scheduling of such time off for full-time employees shall be carried out in accordance with applicable procedures otherwise provided for in this Agreement.

c. As a variance made pursuant to SB 834, non-certificated P.O.C. employees may be substituted for full-time certificated firefighters subject to the following conditions:

1. All vacancies in the 1st and 2nd slots ~~greater than or equal to~~ four hours shall be filled according to paragraphs (2) and (3) of this section, regardless of whether the chief is present or not.

2. The first (1st) slot vacancy may be filled with a Paid-On-Call firefighter ("sleeper") who meets the minimum training standards specified below. If no qualified P.O.C. is available, the vacancy will be filled by a certificated full-time firefighter according to the rotation system.

3. The second (2nd) slot vacancy shall be filled by a bargaining unit member according to the rotation system. If all bargaining unit members pass the assignment, the least senior full-time firefighter on the off-going shift ~~may~~ shall be required to work overtime at the City's discretion. (ie a "Force-back")

4. Emergency vacancies in the 3rd or 4th slots shall be filled by a bargaining unit member according to the overtime rotation system as provided in paragraph 3. (Non-emergency 3rd and 4th vacancies shall not be granted.)

d. The minimum training standards for P.O.C. "sleepers" shall be as follows:

1. Certified Firefighter II/ Basic Operations Firefighter
2. Illinois EMT-Basic

e. In the event of a shift opening due to promotion, transfer, retirement, or death of a certificated employee, the City may temporarily fill such opening at its discretion for a period not to exceed ninety (90) days. No later than ninety (90) days after such opening shall be filled by the following process:

1. Written notice of such opening will be posted on the bulletin board by the City for a period of ten(10) calendar days and an employee may bid in writing;
2. From among those employees who bid, who the City determines are qualified (skill, ability, and required experience) and whose transfer to such opening would not adversely affect the Department's effectiveness, efficiency, or ability to work as a unit, the opening will be filled by the employee with the greatest seniority.
3. If there are no successful bidders, the City shall fill such opening by the least senior certificated employee otherwise satisfying the requirements of paragraph (2).
4. Written notice of such opening will be posted on the bulletin board by the City for a period of ten(10) calendar days and an employee may bid in writing;
5. From among those employees who bid, who the City determines are qualified (skill, ability, and required experience) and whose transfer to such opening would not adversely affect the Department's effectiveness, efficiency, or ability to work as a unit, the opening will be filled by the employee with the greatest seniority.
6. If there are no successful bidders, the City shall fill such opening by the least senior certificated employee otherwise satisfying the requirements of paragraph (2).

Section 12.4. An employee who is called back for duty after having left work, shall receive a minimum of two (2) hours pay; any additional time worked over the minimum two hours as approved by the Fire Chief shall be compensated in 15-minute increments. An employee

responding more than 15 minutes after being called is ineligible for callout pay unless approved by the Fire Chief.

Section 12.5. An employee shall be paid 2.07 times the employee's regular hourly rate of pay, defined as the employee's annual salary divided by 2750 hours, for all work performed in excess of the employee's scheduled work week (in accord with the requirements of the FLSA and otherwise consistent with the treatment of the Garcia Day referenced in Section 12.2). Holidays (Article XVI) and Vacation (Article XVII) shall be considered time worked for overtime purposes. At the employee's option, overtime compensation may be taken as compensatory time off (CTO) at 2.07 times the hours for which the employee would otherwise be paid. CTO may be accumulated to a maximum of 48 hours per year with a maximum of 24 hours carryover to the next year. Hours accumulated over the maximum shall be paid to the employee on his anniversary date at his standard rate.

Section 12.6. The ~~City~~ **City** shall have the right to require an employee to work overtime; provided, however, no employee shall work overtime without prior approval of the City. ~~In non-emergency overtime situations the City will offer said overtime work to employees on the off-going shift that are qualified to perform the work in order of the employees' respective position on a "rotation" list, beginning with the most senior employee and repeating the rotation sequence. If no qualified employee on the list accepts such offer the City shall require the least senior qualified employee on the off-going shift to work the overtime.~~

Section 12.7. The ~~City~~ **City** shall make suitable provisions for the recording of hours worked by each employee. Each employee shall be required to complete and sign their timesheet, which is provided by the City, for each pay period. Each employee shall submit said timesheet to the Fire Chief by 9:00 a.m. on the Monday following the close of each pay period. Failure to comply will not result in the delay in issuance of an employee's paycheck except in the case of habitual non-compliance.

Section 12.8. There shall be no pyramiding of overtime for any purpose.

ARTICLE XIII - UNPAID LEAVES OF ABSENCE

Section 13.1. An unpaid leave of absence may be granted to a requesting employee who has at least one (1) year seniority by the City. When any such leave exceeds fourteen (14) calendar days, an employee may continue enrollment in the City's insurance plan by arranging to prepay the premiums, on a monthly basis, during said leave or any extension thereof. An employee on leave of absence for more than fourteen (14) calendar days shall not receive any other pay or benefits (including vacation, sick days, personal days, etc.) during such leave. Unless excepted by mutual agreement between the City and the Union, expressed in writing prior to any leave of absence, an employee will continue to accumulate seniority during leave of absence.

Section 13.2. Emergency Leave. Upon written request from an employee stating the reason, beginning date, and anticipated ending date, a leave may be granted for up to thirty (30) calendar days, subject to renewal or extension thereof to a maximum of twelve (12) months. No request for such leave will be arbitrarily denied. For any leave of thirty (30) calendar days or less, an

employee shall be guaranteed the right to return to said employee's job or the job to which the employee would have been transferred absent such leave. Absent a prior written guarantee to the contrary upon the return of an employee from such a leave in excess of thirty (30) calendar days, the City shall make a reasonable attempt to return the employee to his original position or to one of comparable skill and compensation.

Section 13.3. Military Duty Leave. An employee who enters active military service of the United States or who is an active member of any state or federal military reserve unit and who is compelled to fulfill a military obligation by law or regulation shall have such re-employment rights and shall be entitled to such unpaid leave as may be provided for under applicable federal or state law in effect at that time.

Section 13.4. Union Business.

- (A) Union Meetings. Subject to exception caused by the need for orderly scheduling or by emergencies, the City shall permit elected officials of the state, or international Union reasonable time off, with no loss of pay if employees use "traded" time, to attend general, board or special meetings of the Union provided that request for such leave is presented to the Chief, in writing, sufficiently in advance of such leave that the Chief can schedule a replacement without using overtime and provided further that the names of all such officials and officers shall have been previously certified in writing to the City in accord with this Agreement.
- (B) Conferences. No more than one (1) employee at a time nor more than two (2) employees annually, otherwise designated or chosen as a delegate to the Union's state or international conferences shall, upon written application submitted to the City by the Union sufficiently in advance of such conference that the Chief can schedule a replacement without using overtime, be granted a leave of absence, with no loss of pay if employees use "traded" time, for a period of time not to exceed seven (7) calendar days to attend such conference.

Section 13.5. False statements made to secure or support a leave of absence, or extension thereof, or during which the employee seeks remunerative employment elsewhere, shall result in discipline up to and including discharge.

Section 13.6. Family Medical Leave. The Policy as to Family Medical Leave shall be as described in APPENDIX F.

ARTICLE XIV - PAID LEAVES OF ABSENCE

Section 14.1. Bereavement Leave. An employee shall be granted one (1) twenty four (24) hour working day, provided such occurs within a three (3) consecutive day period which includes the day of the funeral, paid bereavement leave to attend the funeral of an immediate family member. For purposes of this policy, "immediate family" is defined as the employee's current spouse, child, stepchild, parent, stepparent, mother-in-law, father-in-law, grandparent, sister, brother, sister-in-law, brother-in-law, aunt, uncle, grandchild, or any relative living in the employee's

household. No paid bereavement leave will be provided for holidays, vacations, nor for days on which employees are not scheduled to work. At the request of the Chief, the employee shall be required to show proof of relationship to deceased and attendance at said funeral.

Additionally, an employee shall be granted twenty four (24) hours of bereavement leave to be used in the event of a death of the employee's mother, father, spouse, child or step-child.

The Chief may, upon request, grant up to four (4) hours, with pay, to an employee serving as pallbearer at the funeral of a friend or relative not covered under the bereavement leave policy.

Section 14.2. Short Term Military Leave. An employee who is an active member of a recognized or federal military reserve organization shall be granted time off to accomplish periodic field training, encampment duty, disaster, or civil disturbance duty, which duty is required in order to maintain his or her status or otherwise required by law or regulation, and shall be paid the difference between the military pay received and the normal compensation that would have been received from the City during that same time period for a maximum of (14) calendar days during the employee's anniversary year.

Section 14.3. Paid Sick Leave. An employee who has completed the probationary period shall be entitled paid sick to leave on the following basis:

1. The injury or illness prevents the employee from working hours she or he is otherwise scheduled to work.
2. The employee is not otherwise entitled to compensation by reason of statute.
3. Sick leave shall accumulate at the rate of eighty (80) hours per year, computed on the employee's anniversary date for each year in which an employee actually works at least 1250 hours, to a maximum of 1430 hours. Upon written notice from the Fire Chief, an employee who has completed his/her probationary period shall be awarded 40 hours of the 80 hours that would otherwise be given at the end of an employee's first year of service. Thereafter, upon completion of the first year, the other 40 hours shall be awarded.
4. Paid sick leave hours used by an employee shall be subtracted from the employee's accumulated total.
5. Hours paid as sick leave shall not be hours worked for overtime purposes.
6. An employee shall continue to accrue and receive the other benefits under this Agreement during use of paid sick leave.
7. An employee shall not be vested in and thus shall not be paid any amount for accrued paid sick leave at the time the employment relationship is ended for any reason, other than reaching retirement eligibility and meeting the conditions outlined in Section 14.3.9. An employee that uses less than 3 days sick leave for a period of 1 year, shall receive a good attendance incentive award at his or her

anniversary date based on the following schedule:

- A. Zero (0) days used - \$375
- B. One (1) day used - \$275
- C. Two (2) days used - \$175

An employee using more than two (2) days during the 12 months immediately prior to his/her anniversary date is ineligible for a sick leave incentive award.

- 8. After completing the probationary period the employee's date of employment shall be used for calculating sick leave benefits.
- 9. Upon retirement, employees covered by this agreement with twenty (20) or more years of full time service shall be eligible to be compensated for a percentage of all accrued, unused sick leave hours as follows: 20% of sick leave hours with 20-25 years of service; or 25% of sick leave hours with more than 25 years of service. Such sick leave compensation shall be paid to the eligible employee or at the option of the employee, the amount of this compensation shall be paid to the Trustee of a qualified post-employment health account for the benefit of the employee from which the cost of the retired employee's health insurance and medical expenses may be paid.

If an employee has no accrued vacation, the employee may use accrued sick time for a family illness or medical emergency for up to one (1) twenty four (24) hour day per calendar year.

The Chief may, in his discretion, require a physician's statement from any employee to substantiate receipt of or to permit return from paid sick leave in excess of one (1) twenty four (24) hour day or otherwise when the Chief has just cause to believe that an employee may be abusing sick leave.

Section 14.4. Voting Leave. An Employee whose work schedule conflicts with polling place hours (6:00 a.m. to 7:00 p.m.) shall be granted time off to vote pursuant to 10 ILCS §17-15.

Section 14.5. Civic Duty Leave. The City must be notified as soon as possible upon receipt by an employee of a summons or subpoena for Jury Duty. Upon such notice, an employee will be granted time off when called to serve as a juror.

An employee who is called for jury service shall be granted paid time off for the time the employee's presence is required in court for up to three (3) calendar-weeks annually. The employee shall receive pay only for such time the employee otherwise would have worked. The pay shall be the difference between the employee's regular straight-time pay for that time period that the employee otherwise would have worked for the City less the daily jury duty fee (not including travel allowances or reimbursement of expenses). In the event the employee is released by the Court at least two (2) hours prior to completion of the employee's regularly scheduled shift, said employee shall report for work for the remainder of that shift.

Upon completion of jury service and as a condition to receiving this Civic Duty Pay, the

employee shall submit to the City clear proof of the days served and the amounts the employee was paid by the court.

Section 14.6. Line of Duty Injury or Illness. The City hereby acknowledges its obligations under 5 ILCS 345/1 regarding an employee injured in the line of duty and thereby unable to perform his duties.

Section 14.7. False statements made to secure or support a leave of absence, or extension thereof, or during which the employee seeks remunerative employment elsewhere, shall result in discipline up to and including discharge.

Section 14.8. Personal Day. Each regular employee shall receive one (1) personal day per contract year. The eligible employee may be granted and not unreasonably be denied a request to use a personal day, provided the employee submits a request to the City at least two (2) working days in advance and the City is able to adequately staff the shift during the requested time off period. A personal day cannot be carried from one contract to the next.

ARTICLE XV – WAGES

Section 15.1. Annual base salary and annual straight time rates of pay for all employees are set forth in Appendix A, attached hereto and incorporated herein. In accord with the FLSA, an employee's straight time hourly rate shall be computed by dividing the employee's annual base salary by 2750 hours.

Section 15.2. Payday shall be on every other Friday for the payroll period ending at midnight the prior Sunday. Paychecks shall be disbursed no later than 12:01 p.m. on that Friday payday, or, in the event such is a holiday, on the last regular workday prior to that holiday.

Section 15.3. ~~EMT-I~~ EMT-P Certification. The following wage payment provision and related condition of continuing employment qualification requirement shall be in effect:

- ~~(A) — An employee hired after May 1, 1995 shall, within two (2) years of said employee's date of hire, acquire and thereafter maintain certification as an EMT-I.~~
- ~~(B) — An employee hired before May 1, 1995 who is or becomes certified as an EMT-I shall maintain such certification.~~
- ~~(C) — An employee hired before May 1, 1995 who is not certified as an EMT-I shall diligently pursue such certification.~~
- (A) An employee who is certified as an EMT-P shall maintain such certification.
- (B) An employee who is not certified as an EMT-P shall become certified as an EMT-P on or before 10-01-2011, and shall maintain such certification.

(In addition: In Appendix A, remove old “EMT-I” language and replace with “EMT-P” language with an effective date of 10-01-2011.)

Section 15.4. Completion of Training. Effective May 1, 2004 ~~11~~, an employee will receive a one- time payment of \$200 on the employee's anniversary date following successful completion of each of the following:

Instructor I	Management II	<u>Rope Rescue Ops</u>	<u>Fire Inspector</u>
Tactics & Strategy I	Firefighter III	<u>Rescue Diver</u>	<u>Water Ops</u>
Prevention Principals I	Hazmat Tech A	<u>Fire Investigator</u>	
Management I	Hazmat Tech B	<u>Public Educator</u>	

Section 15.5. Acting In a Higher Rank. In the event that a Lieutenant is absent for a period of 4-24 hours of a shift, the most senior firefighter on duty assumes the role of “Acting Lieutenant” and shall be paid 10% above the top firefighter wage step.

	Top Firefighter Wage	Acting Lieutenant Wage
	\$21.67	\$23.84
2008 11	<u>\$23.51</u>	<u>\$25.86</u>
	\$22.32	\$24.55
2009 12	<u>\$24.15</u>	<u>\$26.56</u>
	\$22.99	\$25.29
2010 13	<u>\$24.88</u>	<u>\$27.37</u>

ARTICLE XVI - HOLIDAYS AND HOLIDAY PAY

Section 16.1. An employee shall receive Holiday Pay, computed at one and one-half (1-1/2) times the employee's regular rate of pay times eight (8) hours, for the following twelve (12) paid Holidays:

- | | |
|---------------------|---------------------------|
| 1. New Year's Day | 7. Veteran's Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Memorial Day | 9. Day after Thanksgiving |
| 4. Independence Day | 10. Christmas Eve Day |
| 5. Labor Day | 11. Christmas Day |
| 6. Columbus Day | 12. New Year's Eve Day |

Section 16.2. An employee shall be eligible for holiday pay when the employee has been in continuous employment with the City for thirty (30) calendar days prior to the date of observance of such holiday.

Section 16.3. An employee who is scheduled to work and who works during the twenty four (24) hour period of a paid holiday shall receive 2.07 times the employee's regular rate of pay for those hours worked on that holiday, and also receive holiday pay.

Section 16.4. Holidays shall be observed on the date provided in Appendix C.

Section 16.5. Holiday pay shall be paid on the payday following the end of the payroll period in which the holiday is observed.

ARTICLE XVII - VACATION AND VACATION PAY

Section 17.1. An employee shall receive time off with pay annually as vacation and vacation pay in accord with the following schedule:

<u>Years of Service</u>	<u>Vacation and Vacation Pay</u>
After 1 year	Three 24 hour days
After 2 years	Six 24 hour days
After 5 years	Seven 24 hour days
After 8 years	Eight 24 hour days
After 12 years	Nine 24 hour days
After 16 years	Ten 24 hour days
After 19 years	Eleven 24 hour days
After 20 year	Twelve 24 hour days

Vacation pay shall be computed on the basis of the employee's regular straight-time hourly rate at the time the vacation is taken.

Section 17.2. An employee shall be eligible for vacation and vacation pay on the following basis:

- (A) An employee who actually works or is paid for at least one thousand two hundred fifty (1250) hours during the employee's anniversary year shall earn vacation and vacation pay upon the employee's anniversary date. An employee who actually works or is paid for less than one thousand two hundred fifty (1250) hours during the employee's anniversary year shall earn vacation and vacation pay on the employee's anniversary date prorated by the number of straight-time hours worked or paid for to two thousand seven hundred fifty (2750).
- (B) An employee with more than one (1) year seniority whose employment is terminated, for whatever reason, shall, upon such termination, receive previously earned vacation pay as of the employee's last anniversary date.

Section 17.3. Except as herein otherwise provided, vacation must be taken during the twelve (12) month period following the date of accrual. An employee may accumulate and carry over an aggregate maximum of five (5) twenty four (24) hour days from one anniversary year to the next; except, any additional time accrued and not taken due to a workman's compensation injury or illness may also be carried over into the following year. If any employee has excessive unused

accrued vacation, except for that due to a workman's compensation injury or illness, remaining in the thirty (30) days preceding the employee's next date of accrual the City shall require the employee to take the vacation during that last month or require the employee to forfeit the vacation and to then receive vacation pay.

Section 17.4. An employee shall submit vacation request at least thirty (30) days prior to the vacation date; provided, the Chief, in his discretion, may approve vacation with less notice. Upon submission of vacation request, the request will be posted for a period of 10 days, during which a more senior employee may be given priority for requested days. After the 10 days have passed, the vacation will be granted notwithstanding a senior employee's request, and the employee is required to use the day(s) requested, barring unusual cancellation circumstances. These cancellations are to be approved at the Chief's discretion and shall not be unreasonably denied. Vacation blocks of one (1) twenty four (24) hour day shall be assigned by preference in order of the employee's seniority. Vacation requests shall not be unreasonably denied by the City.

Section 17.5 ~~Vacation shall be taken in minimum increments of (1) twenty four (24) hour day. Up to 24 hrs of vacation leave may be taken in a minimum of two hour increments.~~ **Vacation time shall be taken in the hourly increment approved by the Chief in a minimum of 2-hour increments.**

Section 17.6. Except as otherwise provided in Section 17.3 or unless excepted by the Chief in response to an employee request, vacation pay shall be paid on the payday for the payroll period in which the vacation was taken.

Section 17.7. Vacation shall be considered time worked for purposes of overtime computation.

ARTICLE XVIII - INSURANCE

Section 18.1.1 Subject to the provisions of this Article, the City shall provide health insurance coverage for an employee beginning the first (1st) of the month following the first (1st) thirty (30) days continuous employment, and where properly elected by the employee, to the employee's dependents.

Section 18.1.2 ~~During the term of this Agreement, the City shall pay the full premium for the employee. If the employee elects dependent coverage, the premium shall be paid in accord with the following:~~

~~City 80% and Employee 20%~~

~~The above notwithstanding, effective May 1, 2007 the premium cost of single coverage shall be split as follows: City 98%; Employee 2%. The above notwithstanding, effective May 1, 2007 the costs of dependent coverage shall be split as follows: City 78%; Employee 22%.~~

Employees shall pay a percentage of the total premium for the chosen level of health coverage according to the following schedule:

<u>Coverage Level</u>	<u>01-01-12</u>	<u>01-01-13</u>	<u>01-01-14</u>
<u>Employee Only</u>	<u>5%</u>	<u>10%</u>	<u>15%</u>
<u>Family*</u>	<u>13%</u>	<u>14%</u>	<u>15%</u>

[* “Family” is defined as “Employee plus Eligible Dependents”]

The employee's portion of the premium for ~~dependent coverage~~ shall be paid either:

- (A) if the employee is on the active payroll by withholding the appropriate amount from the employee's pay check, in equal installments; or,
- (B) if the employee is not on the active payroll by prepayment of the appropriate amount by the employee no later than the 15th day of the month preceding the month for which such coverage is provided.

Except as may be otherwise specifically provided in this Agreement or by law, the City's obligation to pay any premium and coverage shall end at the end of any month in which an employee ceases active employment.

Section 18.2. ~~The health insurance coverage for an employee and, where appropriate, dependents, shall be the same for employees covered by this Agreement as it is for the other employees of the City of Rochelle.~~ **(addressed above in 18.1.2)**

The City shall provide the Union written notice of any change in coverage or carrier and the reason(s) therefore at least thirty (30) days prior to implementation of such change(s). Furthermore, if the premium amount decreases from its current level, the City shall have the duty to bargain with the Union prior to implementing this decrease.

Section 18.3. The City shall be relieved of any liability to any employee or beneficiary other than to maintain its portion of premium payments as above specified for the duration of this Agreement. The failure of the insurance carrier to provide for any of the benefits for which it is contracted shall result in no liability of the City nor shall such failure be considered a breach by the City of any of the obligations under law or by this Agreement. Nothing herein contained, however, shall be construed to relieve the carrier from any liability which it may have to the City or to any employee or beneficiary.

Section 18.4. Life Insurance. The City shall provide an employee with a life insurance benefit in the amount of twenty thousand dollars (\$20,000.00) at no cost to the employee.

Section 18.5. The City shall supplement the existing health care plan so that the employee pays no expenses for inoculations, immunization shots or required medical tests for an employee and

for members of the employee's family when such becomes medically necessary as a result of the employee's exposure to a contagious disease in the course of duty.

ARTICLE XIX - EDUCATION AND TRAINING

Section 19.1. The City will provide release time, reimbursement for reasonable costs due to attendance, and reimbursement for tuition, books and related fees for an employee to attend job-related seminars, training programs, and academic courses which have been pre- approved by the Chief and which are required as a condition of continuing employment.

Section 19.2. The attached Rochelle Fire Department Education Policy (Appendix G) provides the basic guidelines.

ARTICLE XX - CLOTHING ALLOWANCE

Section 20.1. As outlined in Appendix D, the City shall provide the initial uniform and equipment (~~except shoes, which are provided by the employee~~) and replace same due to damage or wear **at the Fire Chief's discretion** ~~through a quartermaster system.~~

ARTICLE XXI - INDEMNIFICATION OF EMPLOYEES

Section 21.1. The City's obligations for indemnifying employees for conduct and actions arising from and within the scope of employment, shall be defined and limited by applicable Illinois statute.

ARTICLE XXII – SAFETY

Section 22.1. The parties to this Agreement hold themselves responsible for mutual cooperation in enforcement of safety rules and regulations.

Section 22.2. To comply with Department of Labor Standards for an annual physical exam providing a safe and efficient Fire Department, the City and the Union agree to be guided by applicable NFPA standards.

ARTICLE XXIII - POLICE AND FIRE COMMISSION

Section 23.1. Consistent with the applicable law for the State of Illinois, nothing herein shall usurp or infringe upon the rights of the City of Rochelle Board of Fire and Police Commission except as such may legally and properly be modified or limited by the terms of this Agreement.

Section 23.2. With regard to disciplinary matters concerning which the Police and Fire Commission does not, by law, have exclusive jurisdiction, the employee may elect to seek review or appeal either through the Grievance Procedure under this Agreement or through the procedures of the Police and Fire Commission. Such election shall be irrevocable and exclusive and must be made by written notice to the Chief within seven (7) calendar days from the date the

employee is notified of the discipline.

Section 23.3. Promotions. Details are outlined in a separate “Letter of Agreement” between Local 3445 and the Fire and Police Commission.

Section 23.4. Residency. Employees’ primary residences shall be located within fifteen (15) miles of the City limits, however, if it takes longer than fifteen (15) minutes to respond to the station on an emergency tone, employee will forfeit any rights to compensation, except at the discretion of the chief.

ARTICLE XXIV - SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted federal or state legislation, the remaining part of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations.

ARTICLE XXV – CONTRACTING

In the event the City proposes to contract for fire suppression and/or emergency medical services which bargaining unit employees are currently performing during this Agreement, the City shall notify the Local 3445 President in writing of such proposal. Within seven (7) calendar days of receipt of such notice, the President may request to meet and confer with the City's designated representative(s) over a period of thirty (30) days concerning issues related to the proposal.

ARTICLE XXVI - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and Agreement arrived at by the parties after the exercise of that right are set forth herein. The Union retains the right to bargaining during the term of this Agreement to the extent provided in the Illinois Public Labor Relations Act.

ARTICLE XXVII - DURATION AND TERMINATION

Section 27.1. This Agreement expresses the complete understanding of the parties hereto on the subjects of wages, working conditions, hours of work, other conditions of employment, and all bargain able subjects; however, this Agreement may, by mutual agreement, be amended or modified, from time to time, in writing, and such amendments or modifications shall become a part of this Agreement when attached to this Agreement and signed by the respective parties; except, neither party is in any way whatsoever required to negotiate concerning or agree to any proposal of the other concerning any possible amendments or modifications.

Section 27.2. This Agreement shall be in full force and effect as of May 1, 2008 or as otherwise stated and shall remain in effect until midnight of April 30, 2011 and shall continue thereafter in full force and effect from year to year unless written notice of desire to terminate, amend or modify this Agreement is given by either party to the other in writing by registered mail at least ninety (90) days and no more than one hundred twenty (120) days prior to the aforesaid termination date.

Section 27.3 Recognizing that this Agreement is the product and the demonstration of the strength of the bargaining process engaged in good faith, and recognizing the uniqueness of this Agreement between these parties, and notwithstanding any provisions to the contrary, both parties hereby affirm their intent that this Agreement shall remain in full force and effect after expiration until a new Agreement is reached.

Executed as of this ____ day of ~~June 2009~~ **January 2012.**

CITY OF ROCHELLE

**ROCHELLE FIRE FIGHTERS
ASSOCIATION LOCAL #3445, IAFF**

APPENDIX A: CITY OF ROCHELLE FIRE DEPARTMENT WAGE SCHEDULE

~~For each year of the contract beginning May 1, 2008, an across-the-board wage increase of 3.0% is applied.~~

For each year of the contract beginning May 1, 2011 an across-the-board increase is applied as follows:

2011	2.25 %
2012	2.75 %
2013	3.00 %

** Years completed as of employment anniversary date.

2011 Years	2011 Salary	2011 Wage	2012 Years	2012 Salary	2012 Wage	2013 Years	2013 Salary	2013 Wage
Start	\$41,080.82	\$14.94	Start	\$42,210.54	\$15.35	Start	\$43,476.86	\$15.81
1	\$47,287.50	\$17.20	1	\$48,587.90	\$17.67	1	\$50,045.54	\$18.20
2	\$49,622.68	\$18.04	2	\$50,987.31	\$18.54	2	\$52,516.92	\$19.10
3	\$52,111.50	\$18.95	3	\$53,544.56	\$19.47	3	\$55,150.90	\$20.05
5	\$54,723.22	\$19.90	5	\$56,228.11	\$20.45	5	\$57,914.95	\$21.06
7	\$56,935.50	\$20.70	7	\$58,501.23	\$21.27	7	\$60,256.26	\$21.91
9	\$64,647.75	\$23.51	9	\$66,425.56	\$24.15	9	\$68,418.33	\$24.88

Effective ~~July 1, 1996~~ **May 1, 2011** an employee who has obtained and retains an ~~EMT-I~~ **EMT-P** certification shall receive an additional flat rate payment in an amount equal to one twenty-sixth (1/26) of four percent (4%) of the employee's above listed rate of pay for each pay period for which the employee receives pay.

**APPENDIX B: WAGE DEDUCTION AUTHORIZATION
ROCHELLE FIRE FIGHTERS ASSOCIATION
LOCAL # 3445, AFL-CIO**

I, _____, hereby authorize my City, the City of Rochelle, to deduct from my wages the uniform amount of monthly dues set by the Union for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Union as it may from time to time direct provided such is in accord with the provisions of Article III of the Agreement.

Signed: _____ Date: _____

Address: _____

City: _____

State: _____ ZIP: _____ Telephone: _____

APPENDIX C: HOLIDAY OBSERVATION DATES

HOLIDAY	2011	2012	2013	2014
New Year's Day		January 1, 2012	January 1, 2013	January 1, 2014
Good Friday		April 6	March 29	April 18
Memorial Day	May 30, 2011	May 28	May 27	
Independence Day	July 4	July 4	July 4	
Labor Day	September 5	September 3	September 2	
Columbus Day	October 10	October 8	October 14	
Veteran's Day	November 11	November 11	November 11	
Thanksgiving	November 24	November 22	November 28	
Thanksgiving	November 25	November 23	November 29	
Christmas Eve	December 24	December 24	December 24	
Christmas Day	December 25	December 25	December 25	
New Year's Eve	December 31	December 31	December 31	

APPENDIX D: CLOTHING ALLOWANCE

The following items will be considered appropriate wear for the duty personnel at the Rochelle Fire Department. These following items will be supplied by the City annually with quantities noted.

Hats:

- ~~1. Fireman's cap provided by the City~~
- ~~2. Trooper style fur cap provided by the City~~
3. Stocking cap (navy blue or black) with "RFD" logo (As needed).
4. Baseball style cap (navy blue or black) with "Rochelle Fire" logo on front (1).

Shirts:

- ~~1. City issued shirt~~ Navy Blue polo shirt with Rochelle Fire patch and embroidered ID (3).
- ~~2. City issued (3) T-shirt with Rochelle Fire logos.~~ (2)

Sweaters: ~~City issue pullover sweaters~~ collared work shirt with Rochelle Fire patch and ID (1).

Coats: ~~City issue coat~~ Navy blue waist jacket with rain repellant shell (as needed)

Pants: ~~City issue trousers~~ Navy blue station or EMS pant (2)

Belts: City issue 1-1/2 inch belt – black (as needed)

~~Undershirts: If the undershirt is visible through or outside of the uniform shirt, the undershirt must be white, black or navy blue.~~

~~Stockings: Stockings must be white, black or navy blue and of one solid color.~~

Shoes: Employees will be ~~paid~~ reimbursed up to \$125 per contract year (or \$250 at one time, counting as 2 years' allowance) towards the purchase of black leather work boots/shoes, provided that receipts are submitted. Shoes must be purchased from a list of shoes mutually agreed upon between the Union and the Chief.

The City will replace any of the above items with the Fire Chief's discretion. Items marked "as needed" may not necessarily be replaced annually.

Proper station attire will be determined by the Fire Chief. Collared shirts shall be worn when on duty. Socks and under shirts shall be white or navy blue in color. No visible piercings or loose jewelry shall be allowed while on duty. The city is not responsible for jewelry lost, stolen or damaged while on duty.

APPENDIX E: SUBSTANCE ABUSE AND TESTING

Section 1.1 Statement of City Policy

It is the policy of the City of Rochelle that the public has the right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City, as the City, has the right to expect their employees to report to work fit and able for duty. The purposes of this policy shall be achieved in such a manner as to not violate any established rights of the employees.

Section 1.2 Prohibitions

Employees shall be prohibited from:

- a. Consuming or possessing alcohol or illegal drugs at any time during the work day or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business, except as required in the line of duty;
- b. Illegally selling, purchasing or delivering any illegal drug, except as required in the line of duty; c. being under the influence of alcohol or illegal drugs during the course of the work day;
- d. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 1.3 Drug and Alcohol Testing Permitted

Where the City has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs during the course of the work day and/or following an on-duty accident, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 1.10 below. The foregoing shall not limit the right of the City to conduct such test as it may deem appropriate for persons seeking employment as fire employees prior to their date of hire.

Section 1.4 Reasonable Suspicion or Post-Accident Standard

Reasonable suspicion and/or post-accident testing shall be based upon the following:

- a. Observable phenomena such as direct observation of the use or the verifiable physical symptoms resulting from using or being under the influence of drug or alcohol; or,
- b. First hand information provided by an identifiable, reliable and credible third party that an employee has recently used illegal drugs, or is consuming or under the influence of alcohol during the course of the work day.
- c. When the employee is involved in an on-duty accident with one or more of the following:

- 1) personal bodily injury; or
- 2) property damage exceeding \$5,000 to either City property and/or the property of the third party; or
- 3) there is reasonable suspicion of drug use or alcohol abuse.

Section 1.5 Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted a reasonable opportunity, not to exceed one hour, to consult with a representative of the Union at the time the order is given. Questioning of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel. Refusal to submit to such testing shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 1.6 Tests to be Conducted

In conducting the testing authorized by this Agreement, the City shall:

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);
- b. Insure that the laboratory or facility selected conforms to all SAMHSA standards;
- c. Establish a chain of custody procedure for both sample collection and testing will insure the integrity of the identity of each sample and test result. No employee below the rank of Lieutenant covered by this Agreement shall be permitted at any time to become a part of such chain of custody.
- d. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- e. Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security of the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- f. Confirm any sample that test positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted

method that provides quantitative data about the detected drug metabolites;

- g. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Chief within seventy-two (72) hours of receiving the results of the tests;
- h. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests;
- i. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that showing any alcohol concentration of .05 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- j. Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- k. Ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 1.7 Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 1 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue to same in their own discretion, with or without the assistance of the Union.

Section 1.8 Voluntary Requests for Assistance

The City shall not terminate an employee the first time he/she voluntarily seeks treatment, counseling, or other support for an alcohol or drug related problem; the City may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The City shall make available through appropriate agencies a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the City, through whatever means, shall not be used in any manner adverse to the

employee's interests, except reassignment as described above.

The foregoing shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of the fire department employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employees' ability to perform his normal duties may be temporarily reassigned with pay to other more suitable fire duties.

Section 1.9 Discipline

Use of illegal controlled drugs at any time while employed by the City, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, up to and including termination, subject to confirmation by the grievance and arbitration procedure or the City of Rochelle Board of Fire and Police Commission. While all such disciplinary issues shall be subject to the jurisdiction of an arbitrator or Board of Fire and Police Commission, all other issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 1.10 Random Testing:

In the first instance that an employee is found to be under the influence of drugs and/or alcohol, and for whom the City, arbitrator, or commission has deemed appropriately should undergo treatment in lieu of or in addition to some disciplinary action, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall be subject to the following conditions:

- a. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b. The employee discontinues his use of illegal drugs or abuse of alcohol;
- c. The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;
- d. The employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of alcohol during the hours of work shall be subject to discipline, up to and including discharge.

APPENDIX F: FAMILY AND MEDICAL LEAVE POLICY

To comply with the Family and Medical Leave Act (“FMLA”), the City shall grant eligible employees unpaid family and medical leaves of absence under the following terms and conditions. This policy statement may be amended at any time at the discretion of the City. It is a guideline only and is not intended to create a contract right, nor does it include the fine details of the policy. Questions as to those details should be referred to the employee’s immediate supervisor or the City Manager. The City may allow employees to be absent for reasons not covered by this policy or for periods beyond those required by the FMLA, defined under the Personal Leave Policy contained herein. Such additional periods of absence, if allowed, are discretionary with the City and shall occur only consistent with the City’s Policy regarding such leaves.

1. Eligibility

To be eligible for a family or medical leave, an employee must:

- a. Have been employed by the city for at least 12 months (not necessarily consecutive, and
- b. Have worked at least 1,250 hours during the previous 12 month period (hours of work are defined within the meaning of the Fair Labor Standards Act and regulations).

2. Purpose of Leave

Leave under this policy will be granted for the following purposes:

- a. Medical Leave: If the employee is needed to care for a child, spouse or parent with a serious health condition (as defined in paragraph 5(c) of this policy) or if the employee is unable to perform the essential functions of her or his job because of the employee’s own serious health condition.
- b. Family Leave: To care for a child after the birth or placement of the child with the employee for adoption or state-sanctioned foster care. Any family leave must be completed within 12 months of the child’s birth or placement.

3. Duration and Scheduling of Leaves

- a. The City will grant up to 12 work weeks of family and medical leave in any 12-month period subject to Section 6(a) of this policy.
- b. Leave may be taken:
 - (1) In one 12-week period;
 - (2) In two or more leaves for different reasons totaling 12 work weeks;
 - (3) Intermittently in the case of a medical leave, when medically necessary,

with the hours/days/weeks of leave equaling an equivalent of 12 work weeks;

- (4) As part of a reduced work schedule in the case of a medical leave, when medically necessary, with the hours/days of leave equaling 12 work weeks.
- c. Where both husband and wife are employed by the City and eligible for FMLA leave, they are permitted to take only a combined total of 12 weeks of leave during any 12 month period if the purpose of the leave is for:
 - (1) the birth of a son or daughter or to care for the child after birth;
 - (2) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or
 - (3) to care for a parent (but not a parent “in-law”) with a serious health condition.

4. Employee Notice of Leave

- a. An employee requesting a family or medical leave must provide notice to the City as soon as practicable. Where the need for a leave is foreseeable, e.g. for the birth of a child or planned medical treatment, the employee must provide 30 days notice. In the event the employee fails to provide 30 days notice for a foreseeable leave, the City may delay the start of the employee’s leave until 30 days after notice is provided.
- b. In the case of a request for intermittent or reduced schedule leave or leave for planned medical treatment, the employee shall, at the City’s request, schedule such treatment so as not to unduly disrupt the City’s operations.

5. Medical Certification

- a. In requesting a leave, an employee must provide sufficient facts to demonstrate that the leave qualifies under the FMLA.
- b. In the case of a request for a medical leave, the employee must provide, within 15 days of the City’s request, a medical certification, from the employee’s or family member’s health care provider that the leave is necessary because of his or her serious health condition or the need to care for a spouse, child or parent with a serious health condition.
- c. For purposes of this policy only, a serious health condition is an illness, injury, impairment or physical or mental condition that involves:
 - (1) A period of in-patient care in a hospital, hospice or residential medical facility; or
 - (2) A period of incapacity requiring absence from work, school or other regular daily activities for more than three calendar days and involving

continuing treatment by a health care provider; or

- (3) Continuing treatment by a health care provider for a chronic or long-term condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three days.
- d. The City, at its expense, may require a second opinion of a second health care provider. When the second opinion conflicts with the first, the City may require a third opinion from a health care provider to be approved jointly by the employee and City.
- e. An employee on leave must report every 30 days on her or his status and intention to return to work and, in the case of a medical leave, provide recertification every 30 days by a health care provider.
- f. The City may deny or delay leave to employees who do not provide proper or timely medical certification.
- g. Employees who fail to return to work on their scheduled return date without obtaining management approval for extension of leave will be treated as voluntary quits and removed from the payroll.

6. Compensation and Benefits

- a. Family and medical leave granted under this policy are unpaid except that the employee is required to use *earned* paid vacation and sick leave time as part of family or medical leave provided under this policy. The earned vacation and sick leave used for these purposes will be treated as paid family and medical leave under this policy. The total *of* paid and unpaid leave for family and medical leave purposes under this policy may not exceed 12 weeks during any 12-month period. The 12-month period will be a rolling period measured backward from the date the employee uses any leave under this policy.
- b. An employee on family or medical leave will continue to be covered under the City's group health plan and other group benefit plans under the same terms as the employee had been continuously working during the leave period, subject to Section 7 below, provided that:
 - (1) Coverage shall end when the employee notifies the City *of* her or his intent not to return to work, fails to return on the scheduled date, or exhausts her or his family and medical leave rights under this policy;
 - (2) The employee must pay her or his share (if any) *of* applicable premium payments at the same time as these payments would be made if by payroll deduction. Coverage shall cease if the employee's payment is more than 30 days late.
- c. Any employee who fails to return to work after an unpaid leave under this policy (except for reasons beyond her or his control) will be required to reimburse the

City for the cost of coverage during the leave.

7. Employment Status

- a. During an *unpaid* leave under this policy, the employee will not accrue any benefits that accrue according to length *of* service (e.g. paid vacations).
- b. Upon the conclusion *of* an approved leave, the employee will be restored to her or his former position or to an equivalent position (with respect to pay, benefits, and other terms and conditions *of* employment) with any general pay increases or benefits enhancements granted during the leave, provided that:
 - (1) An employee returning from a personal medical leave will be required to obtain and present certification from her or his health care provider that the employee is able to resume work.
 - (2) An employee returning from leave has no greater rights to a position or benefits than had he/she been continuously working during the leave period (e.g. in the case *of* lay-off).
 - (3) An employee on an approved leave may not perform work of a *similar nature* for another City during that leave.

APPENDIX G: ROCHELLE FIRE DEPARTMENT EDUCATIONAL POLICY

The following Policy implements Article XIX of the April 24, 1995 agreement between City of Rochelle and the Rochelle Fire Fighters Association.

I. General Information

Educational reimbursement by the City is subject to:

- A. Course approval by the Fire Chief.
- B. Successful Completion (grade C> or certificate).
- C. Courses beyond basic or mandated require an Educational Plan approved by the Fire Chief.

II. Basic Training

Basic training requires the successful completion of the following as certified by the State of Illinois:

- 1. Firefighter II
- 2. Hazardous Materials Awareness
- 3. Fire Apparatus Engineer
- 4. Emergency Medical Technician (I)

III. Mandated Training

Mandated training includes basic training and courses required by the City to maintain employment and certification including EMT continuing education.

IV. Specialized Training

Specialized training includes optional training or courses taken by a firefighter after completing basic training.

V. College Degree (Fire)

An A.A., B.A. or B.S. degree in Fire Safety and Technology, Fire Science and/or Fire Management: One 40 hour University of Illinois course per year and/or one college course per semester. Additional University of Illinois courses may be approved by the Chief.

VI. College Degree (Other)

An A.A., B.A. or B.S. degree in a major other than specified in V: One college course per semester.

VII. Reimbursement and Compensation

The City will provide release time, meals, books, tuition and fees, mileage or a City vehicle for all courses required or successfully completed as outlined above except VI is limited to release time and fifty percent tuition reimbursement. All reimbursement and Educational Plan approval is subject to the availability of funds.

Delete Entirely:

APPENDIX H: RESOLUTION OF UNFAIR LABOR PRACTICE

- a. ~~Union will withdraw with prejudice (i.e. so that it cannot be re-filed) its unfair labor practice charge against the City (Case No. S-CA-08-287) or otherwise take all appropriate actions to have the case dismissed. The City's will pay the attorney's fees incurred by the Union and the full cancellation fee for the interest arbitration hearing scheduled for April 22, 2009, up to a maximum of \$12,000.~~

- b. ~~Each party waives any and all claims it might have against the other that may have arisen since negotiations for the current contract began up until the date this tentative agreement is signed below. Such waiver includes claims for lost overtime occurring since June 1, 2008 based on the City's continued assignment of P.O.C.s as substitutes for full time certificated firefighters.~~

- e. ~~The new contract includes all existing language not changed and T.A.s reached prior to this date.~~