

DRAFT 01-13-2012
AGREED UPON LANGUAGE

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).

Section 12.6. The Employer City shall have the right to require an employee to work overtime; provided, however, no employee shall work overtime without prior approval of the Employer. ~~In non-emergency overtime situations the Employer 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 Employer shall require the least senior qualified employee on the off-going shift to work the overtime.~~

Section 12.7. The Employer 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 Employer, 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 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, 2011, 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.

<u>(to be determined)</u>	<u>Top Firefighter Wage</u>	<u>Acting Lieutenant Wage</u>
2008	\$21.67	\$23.84
2009	\$22.32	\$24.55
2010	\$22.99	\$25.29

ARTICLE XVII - VACATION

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.**

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.

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.~~

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 %

(Need to update) APPENDIX C: HOLIDAY OBSERVATION DATES

	2008	2009	2010	2011
New Years Day		Jan. 1, 2009	Jan. 1, 2010	Jan. 1, 2011
Good Friday		April 10, 2009	April 2, 2010	April 22, 2011
Memorial Day	May 26, 2008	May 25, 2009	May 31, 2010	
Independence Day	July 4, 2008	July 4, 2009	July 4, 2010	
Labor Day	Sept 1, 2008	Sept.7, 2009	Sept. 6, 2010	
Columbus Day	Oct. 13, 2008	Oct.12, 2009	Oct. 11, 2010	
Veterans Day	Nov. 11, 2008	Nov. 11, 2009	Nov. 11, 2010	
Thanksgiving Day	Nov. 27, 2008	Nov. 26, 2009	Nov. 25, 2010	
Day after Thanksgiving	Nov. 28, 2008	Nov. 27, 2009	Nov. 26, 2010	
Christmas Eve	Dec. 24, 2008	Dec. 24, 2009	Dec. 24, 2010	
Christmas Day	Dec. 25, 2008	Dec. 25, 2009	Dec. 25, 2010	
New Years Eve	Dec. 31, 2008	Dec. 31, 2009	Dec. 31, 2010	

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.

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