

AGREEMENT

between

ORLAND FIRE PROTECTION DISTRICT

and

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Local 134

2019 – 2020

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Chapter 1 – General Provisions

PREAMBLE

THIS AGREEMENT entered into by the ORLAND FIRE PROTECTION DISTRICT (hereinafter referred to as the "District " or the "Employer") and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 134, (hereinafter referred to as the "IBEW" or the "Union"), and in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

CHAPTER I GENERAL PROVISIONS

ARTICLE 1 - RECOGNITION

Section I - 1.1 Union Recognized.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for the bargaining unit described below:

Included: Full-time Emergency Telecommunicators
Full-time Fire Prevention Inspectors and Plan Reviewer.

Excluded: Part-time employees, clerical supervisory, confidential, and managerial employees as defined in the Illinois Public Labor Relations Act and all other District employees.

Section I -1.2 Classification Not Guaranteed.

The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Employer. Position classification description of duties shall be defined to read "performs other duties as required or assigned which are reasonably within the scope of the duties enumerated herein."

Section I - 1.3 Gender.

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

Section I – 1.4 Distribution of Contract.

A copy of this contract shall be distributed to all current bargaining unit members and all new hires during the term of the contract.

Section I – 1.5 New Hire Orientation.

Upon the request of the union, all new employees shall be scheduled to meet with representatives of the union for a period of two hours for the purpose of orienting them to their rights under the contract and as a member of the union.

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ARTICLE 2 - UNION SECURITY AND RIGHTS

Section I - 2.1 Dues Checkoff.

While this Agreement is in effect, the District will deduct from each employee's pay check once each pay period an amount no more than the appropriate portion of the regular monthly Union dues for each employee in the bargaining unit for whom there is on file with the District a voluntary, effective check off authorization in the form set forth in Appendix A of this Agreement. The amounts so deducted shall be forwarded by the District within twenty (20) calendar days of the deduction, to the appropriate officer of the Union, together with a list of names (and amounts) for whom deductions have been made. The actual amount deducted, as determined by the Union, shall be the same amount for each employee in order to ease the Employer's burden of administering this provision. If the employee has no earnings due for that pay period, or if the employee is on disability or receiving workers' compensation, the Union shall be responsible for collecting said dues. The Union agrees to refund to the District any amount paid to the Union in error on account of this dues deduction provision. The Union may change the fixed, uniform dollar amount which shall be considered the regular monthly dues once each year during the life of this Agreement. The Union will give the District thirty (30) days, notice of any such change in the amount of uniform Union dues to be deducted.

Section I - 2.2 Duty of Fair Representation.

The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of union membership. The Union further agrees to indemnify and hold harmless the District from any and all liability, including monetary damages, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section I - 2.3 Notice and Appeal.

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section I - 2.4 Union Indemnification.

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

Section I - 2.5 Union Identification.

Employees may wear a Union pin on their uniform.

Section I – 2.6 Inspection of Personnel File.

Within seven (7) business days of a written request to the Fire Chief or his designee, an employee may inspect their personnel file under the following conditions:

- a. Inspection shall occur during normal working hours, at a time mutually acceptable to the employee and the District.

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- b. Upon request, copies of materials in an employee's personnel file shall be provided to the employee at the employee's expense.
- c. Employees will be limited to reviewing their personnel file to four times a year.
- d. A representative of the Union may be present, if requested, and a representative of the District shall be present when an employee is reviewing their file.

Any dispute relating to this section may be processed only through Step 2 of the grievance procedure and may not be arbitrated.

ARTICLE 3 - MANAGEMENT RIGHTS

Section I - 3.1 Management Rights.

Except as specifically limited by the express provisions of this agreement, the District retains all traditional rights to manage and direct the affairs of the District in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations and services and missions of the District; to supervise and direct the work force to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards, and from time to time, to change those standards; to assign overtime; to contract for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies, standard operating procedures, guidelines, rules and regulations of the Board of Fire Commissioners; to evaluate employees; to establish performance standards, to discipline, suspend and discharge non-probationary employees for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the District in the event of civil emergency, it is the sole discretion of the District to determine that civil emergency conditions exist which may include, but not be limited to, riots, fires, civil disorders, tornado conditions, floods or other catastrophes; and to carry out the mission of the District, provided, however, that the exercise of any of the above rights shall not conflict with any of the express provisions of this agreement.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

Section I - 3.2 Management Action

Whenever the Fire Chief has any power or right under this Agreement, the power or right may be exercised by the Deputy Chief or may be exercised by any person designated by either of them.

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ARTICLE 4 - SENIORITY

Section I - 4.1 Definitions.

Unless stated otherwise, seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service with the District since the employee's last date of hire – full time. If more than one (1) person is hired on the same day, they shall be placed on the seniority list according to their rank order on the eligibility test or in the absence of an eligibility list, alphabetically.

Section I - 4.2 Termination of Seniority.

Seniority and the employment relationship will be terminated when an employee:

- (a) quits; or
- (b) retires or is retired; or
- (c) is laid off for a period in excess of one (1) year; or
- (d) is discharged.
- (e) is absent for three (3) consecutive working days without notifying the District;
- (f) is laid off and fails to notify the Chief or his designee of his intention to return within five (5) days after receiving notice of recall or who fails to return at the designated time;
- (g) does not report to work within forty-eight (48) hours after the termination of an authorized leave of absence.

Section I - 4.3 Probationary Period - New Employees.

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of 12 months. The probationary period may be extended by the Chief for any lost time in excess of two weeks. During the employee's probationary period, the employee may be represented by the Union.

A probationary employee shall not have seniority and may be terminated at the sole discretion of the District, and such action shall not be subject to the grievance or arbitration procedure of this Agreement and does not require notice. After completion of the probationary period, an employee's seniority shall date back to the most recent date of hire and the employee's name shall be added to the seniority roster.

Section I - 4.4 Seniority List.

The District shall maintain and keep current a seniority roster noting the date of hire and current position by Division and job title and/or classification for all employees covered by this Agreement. The District agrees that a copy of this roster shall be posted at the time this Agreement becomes effective and an updated copy of the seniority roster shall be posted every twelve months by the Employer. The Union president or his designee shall be supplied with a copy of each roster which is so posted. The District shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Chief in writing within fifteen (15) working days after the seniority list is posted. However, the District may correct a mistake in the seniority list after the fifteen (15) working days have expired when such a mistake is brought to the District's

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attention, but such correction shall not affect in any way any action taken by the District based upon the original seniority list or result in any liability on the District's part for any action based on the original seniority list.

Section I - 4.5 Layoff and Recall.

The District in its discretion shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- (a) Probationary employees; and
- (b) Part-time employees not included in the bargaining unit who regularly perform the same duties as bargaining unit employees; and
- (c) In the event of further reductions in force, employees will be laid off from their affected job classification and Division and/or Branch in accordance with their seniority in their job classification, skill and ability to perform the remaining work without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least job classification seniority within the Division and/or Branch will be laid off first.

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification and Division and/or Branch to which they are recalled without further training.

ARTICLE 5 - LEAVE OF ABSENCE

Section I - 5.1 Application for Leave.

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

Section I - 5.2 Military Leave.

Military leave shall be granted in accordance with applicable law.

Section I - 5.3 Jury Leave.

Employees covered by this Agreement who are required to serve on a jury shall sign their jury duty checks over to the District. However, employees shall be permitted to retain any jury duty funds specifically designated as reimbursement for travel expenses. The District shall compensate such employees, at their regular rate of pay, for each hour actually spent on jury duty up to eight (8) hours per day.

Section I - 5.4 Voting Leave.

Voting leave shall be granted in accordance with applicable law.

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Section I - 5.5 Leave for Illness, Injury or Pregnancy.

(a) In the event an employee is unable to work by reason of illness, injury or pregnancy, the District may grant a leave of absence without pay during which time seniority shall not accrue in excess of the first fifteen (15) working days for so long as the employee is unable to work, except that for a work related injury compensable under workers' compensation, an employee shall accrue seniority for the first six (6) months of leave.

(b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Chief or his designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, unless bedridden, the employee may be required to personally appear at the Employer's premises and furnish a current report from the attending doctor at the end of every ten (10) working days.

(c) Before returning from leave of absence for injury, illness or pregnancy, or during such leave, the employee at the discretion of the District may be required to have a physical examination by a doctor designated by the District to determine the employee's capacity to perform work assigned. A leave of absence for illness or a non-job-related injury will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted.

Section I - 5.6 Benefits While on Leave.

(a) Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Where the leave of absence is for less than 30 days, upon return the District will place the employee in his previous job, seniority permitting; if the leave of absence is for 30 days or more, the employee will be placed in the first available opening in his job classification.

(b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to the layoff procedure set forth in Article IX, except for his leave, he shall go directly on layoff.

(c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent permitted under such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the District.

Section I - 5.7 Non-Employment Elsewhere.

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the District.

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Section I - 5.8 Family and Medical Leave.

All eligible employees are entitled to certain minimum unpaid leave days for medical and family purposes pursuant to the provisions of the Family and Medical Leave Act of 1993. Refer to Appendix B Memorandum of Understanding Regarding Family and Medical Leave.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

Section I - 6.1 Discipline.

The Employer agrees with the tenets of progressive and corrective discipline. Discipline shall normally include the following: supervisor conference (in-office), oral reprimand; written reprimand; suspension without pay; and discharge.

Each step of discipline shall apply individually to all current, in-place dispatch policies/procedures/directives.

Any Progressive Discipline will be in effect one year from the date of the first infraction. It will reset after one year.

All record(s) of discipline will remain in Employee's personnel file for the duration of their employment with the District.

The District has the right to suspend and discharge employees immediately without progressive discipline if the nature of the misconduct is serious. However, if progressive discipline has been followed, the District may dismiss an employee for any misconduct.

Nothing in this article shall be deemed to alter or modify the Employer's right to establish or enforce work rules.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section I - 7.1 Definition.

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee which involves an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

Section I - 7.2 Procedure.

Step 1:

The employee, with a Union representative (or the Union Steward alone in a case of a Union grievance), shall take up the grievance or dispute in writing with their assigned supervisor or his designee within ten (10) business days of its occurrence; if at that time the Employee or Union Steward is unaware of the grievance, the Employee or Union Steward shall take it up within ten (10) business days of his knowledge of its occurrence. The supervisor or his designee shall attempt to adjust the matter and shall respond to the Employee and the Union Steward within ten (10) business days.

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Step 2:

If the grievance remains unadjusted in Step 1, and the Union with or without the Employee wishes to appeal the grievance to Step 2, of the grievance procedure, it shall be referred in writing to the Fire Chief or his designee, within five (5) business days after the receipt of the Employer's answer in Step 1. The written grievance on agreed form shall be signed and shall set forth all relevant facts, the provision(s) of the agreement allegedly violated, and the requested remedy.

The Fire Chief or his designee shall meet and discuss the grievance within fifteen (15) business days of receipt of the notice of appeal, with the Employee and authorized Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Fire Chief or his designee shall give the Employer's written answer to the Union within ten (10) business days following their meeting.

Step 3:

If the grievance remains unresolved after the reply of the Fire Chief or his designee is due, either party may within fifteen (15) business days by written notice to the other party, appeal the Fire Chief decision to the Board of Trustees. If the grievance is unresolved after the Board's step, either party may, within ten (10) business days, by written notice to the other party, invoke arbitration.

Section I - 7.3 Expenses of Arbitration.

The fees and expenses of the arbitrator shall be borne by the party whose position is not sustained by the Arbitrator. The Arbitrator, in the event of a decision not wholly sustaining the position of either party, shall determine the appropriate allocation of his fees and expenses. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

Section I - 7.4 Impartial Arbitration.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the District and the Union. His/her decision must be solely based upon his/her interpretation of the meaning or the application of the express relevant language of the Agreement. The decision of the Arbitrator made in compliance with the foregoing shall be final, shall be in writing, shall include the reasons for each finding and conclusion, and shall be rendered within thirty (30) days following the date of the last hearing conducted by the Arbitrator unless an extension of such period is agreed to by the District and the Union.

Section 1-7.5 Grievance Withdrawal or Settlement.

A grievance may be withdrawn at any step without establishing a precedent. By mutual written agreement, a grievance may be settled at any step without establishing a precedent.

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ARTICLE 8 - NO STRIKE-NO LOCKOUT

Section I - 8.1 No Strike.

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, picketing or any other intentional interruption of the operations of the District or any refusal to cross a picket line of any nature, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the District, as the District in its discretion deems appropriate.

Section I - 8.2 No Lockout.

The District will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section I - 8.3 Penalty.

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 8.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section I - 8.4 Union Official Responsibility.

Each employee who holds the position of officer or steward or committeeman of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of Section 8.1 of this Article, the Union agrees to inform its members of their obligations under this Agreement, to direct them to return to work and to take all available disciplinary action against them if they refuse.

Section I - 8.5 Judicial Restraint.

Nothing contained herein shall preclude the District or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE 9 - NONDISCRIMINATION

Section I - 9.1 Compliance with Laws.

Neither the District nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex or handicap status.

Section I - 9.2 Americans with Disabilities Act.

It is the intent of the parties that any reasonable accommodations adopted by the employer conform to the requirements of this agreement where practicable. Any action

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which might conflict with the terms of this agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

ARTICLE 10 - INSURANCE

Section I - 10.1 Coverage and Costs.

The District agrees to make available to those full-time employees regularly working forty (40) hours per week or more, group hospitalization, major medical, dental and vision care insurance.

Insurance plan designs shall be the same as provided to other District employees. Contributions to insurance premiums shall be at the same level required by other District employees.

Section I - 10.2 Cost Containment.

The District reserves the right to maintain or institute cost containment measures relative to insurance coverage as long as the basic level of coverage remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for designated surgical procedures.

Section I - 10.3 Conversion.

Upon resigning or retiring from employment, an employee may, subject to applicable law and the terms of any insurance policy, choose to continue participation in a health insurance plan. Said participation would be based upon a conversion of the employee's group plan to an individual plan. All premiums required as a result of any conversion shall be entirely at the employee's sole expense.

Section I - 10.4 Terms of Insurance Policies to Govern.

The extent of coverage under any insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the District, nor shall such failure be considered a breach by the District of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the District, employee or beneficiary of any District employee, by reason of said insurance policy.

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Section I - 10.5 Right to Change Insurance Carriers.

The District retains the right to select and change insurance carriers for employee insurance or otherwise provide for coverage so long as the level of benefits remains substantially the same.

Section I – 10.6 EAP/Counseling

The District shall continue to provide the counseling programs currently included in the District's group health insurance plan. Employees shall pay all costs not covered by the current plan. It is understood that any counseling with respect to an employee or an employee's family shall remain confidential. Information regarding an employee shall be released to the Employer only upon written consent of the employee.

Section I – 10.7 VEBA

The District will establish a Retirement Healthcare Funding Plan (VEBA) for each employee and as governed by the Internal Revenue Code.

VEBAs shall be funded through employee contributions.

ARTICLE 11 - RETIREMENT

Section I - 11.1 Retirement.

Employees shall be members of the Illinois Municipal Retirement Funds.

ARTICLE 12 - SAVINGS CLAUSE

Section I - 12.1 Savings Clause.

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable, by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law. In such event, the District and the Union agree to promptly begin negotiations on a substitute for the invalidated article, section or portion thereof. During the course of such negotiations, Article 8, No Strike-No Lockout, shall remain in full force and effect.

ARTICLE 13 - DRUG AND/OR ALCOHOL TESTING

Section I - 13.1 Drug and/or Alcohol Testing

Statement

The use of illegal drugs and the abuse of legal drugs and alcohol abuse by members of the Orland Fire Protection District present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries and reduce productivity. In addition, such conduct violates the reasonable expectations of the public

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that the District's employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol abuse.

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

Definitions

A. "Drugs" shall mean alcohol or any controlled substance listed in Chapter 56-1/2 of the Illinois Revised Statutes, known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription, medications and illegal drugs. In addition, it includes "designer drugs" which may have adverse effects on perception, judgment, memory or coordination. A listing of some of the drugs covered by this policy is as follows:

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

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

C. "Positive Test Results" shall mean a positive result on both a confirming test and an initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug and drug metabolite concentrations at or above the concentrations specified in Title 49 of the Code of Federal Regulations.

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

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Prohibitions

Employees shall be prohibited from:

- A. Consuming or possessing alcohol or illegal drugs at any time during the work day on any of the Employer's premises or job sites, including all of the Employer's buildings, properties, vehicles and the employee's personal vehicle while engaged in the business of the Employer.
- B. Using, selling, purchasing, manufacturing or delivering any illegal drug during the work day or when off duty.
- C. Being under the influence of alcohol 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. Violations of these prohibitions will result in disciplinary action up to and including discharge.

The Administration of Tests

A. Informing Employees Regarding Drug Policy

All employees will be fully informed, in writing, of the Employer's drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the Employer will inform the employees of how the tests are conducted, when the test will be conducted, what the test can determine, and consequences of testing positive for drug use. All newly hired employees will be provided with this information before commencing emergency response work. No employee may be tested until this information is provided to him.

B. When A Test May Be Compelled

Where there is reasonable suspicion to suspect that an employee is under the influence of drugs or alcohol and is impaired while on duty, that employee may be required to report for drug testing. When a company officer has reasonable suspicion to suspect that an employee is impaired, that company officer shall confirm that suspicion if practical. If reasonable suspicion exists, the Union shall be notified and the District shall arrange for the drug test. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for discharge.

C. Reasonable Suspicion Standard

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

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

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

1. When an employee has been arrested or indicted for conduct involving illegal drug-related activity on or off duty;
2. When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
3. When an employee is involved in an on-duty accident involving a moving motor vehicle or an individual from outside of the Department; or
4. When there is reasonable suspicion of abuse.

D. Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee with a written notice of the order setting forth all of the objective facts and reasonable inferences drawn from those facts which formed the basis of the order to test. The employee shall be permitted to consult with a representative of the employee at the time the order is given. A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

Conduct of Tests and Drug Testing Standards

In conducting the test authorized by the Agreement, the Employer shall use only a laboratory or hospital facility that is certified by the National Institute on Drug Abuse (NIDA). The conduct of the test and the standards to be followed in the testing shall conform to those set forth in Title 49 of the Code of Federal Regulations.

Voluntary Request for Assistance

The employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug-related problem unless the request follows the testing of an employee or unless the employee is found impaired on the job. The Employer may, however, require reassignment of the employee with pay if he is then unfit for duty in his current assignment and if another assignment is available in which the employee is qualified and able to perform. The Employer shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above. When undergoing treatment and evaluation, employees shall be allowed to use accumulated sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leaves cannot exceed one (1) calendar year.

Duty Assignment

If the nature of the EAP or treatment program (e.g., outpatient treatment) allows the employee to continue to work during the treatment, the Employer shall maintain the individual's previous employment status with the exception of possible reassignment as set forth in Section 6 above. If an employee participates in an in-patient program which

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precludes continued employment, the employee shall be granted a leave to do so. Such leave, including sick leave, vacation time and/or unpaid leave, may not exceed one (1) year. At the end of the leave, the employee shall be returned to his former position with no loss of seniority or accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of his treatment leave.

Nothing in this Section shall prevent an employee from seeking treatment or taking a treatment leave more than one (1) time in a year.

Confidentiality of Test Results

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

Alcohol Test Standards

A positive test result shall presume an employee to be legally impaired as defined as .00 or more grams of alcohol per 100 ml of blood.

ARTICLE 14 - LABOR MANAGEMENT MEETING

Section I - 14.1 Labor Management Meeting.

The union and employer agree that in the interest of management and employee relations, it is desirable that meetings be held between union representatives and administrative representatives of the employer. Such meetings shall be held quarterly on the last Wednesday of March, June, September, and December. In addition to quarterly meetings, either party may request additional meetings at least seven days in advance. It is expressly understood that such meetings shall be exclusive of the grievance procedure. Negotiations for the purpose of altering any or all terms of this agreement shall not be considered at the Labor Management meetings.

An agenda will be agreed upon between the Fire Chief (or his designee) and the Union President before the meeting.

Attendance at Labor Management meetings shall include a maximum determined by the Fire Chief (or his designee) and the Union President before the meeting. These meetings shall be off the record and no party will be disciplined for their participation in or actions/statements during said meetings. Prior to a grievance being filed, the parties may, at the request of either party, meet and confer in an attempt to resolve their differences.

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CHAPTER II – TELECOMMUNICATORS

ARTICLE 1 – HOURS

Section II - 1.1 Breaks and Meals.

Employees may eat and participate in relating activities in the dispatch room as long as they maintain an effective operation, they do not disrupt the District's operations and they are available to return to work, if necessary. When not dispatching calls, monitoring alarms or performing other duties as assigned by the District, Employees shall be permitted to receive and make brief personal phone calls and any other activities approved by their immediate supervisor.

Section II – 1.2 Normal Work Week.

The work week for Employees shall consist of four (4) consecutive work days and four (4) consecutive days off in a pre-established work schedule. The workday for Employees will be twelve (12) consecutive hours. Current shift hours are:

7:00 a.m. - 7:00 p.m.
7:00 p.m. - 7:00 a.m.

Should the District wish to change these shift hours, the employee will be provided notice forty-five (45) days in advance of such change, unless emergency conditions require otherwise. Shift changes will only be for a maximum of three (3) months per calendar year. Employees may be held over during emergency conditions or to meet staffing requirements.

Section II – 1.3 Posting of Work Schedule.

The Chief or his designee shall post the Final work schedule for the next month at least seven (7) days in advance.

ARTICLE 2 - HOLIDAYS

Section II – 2.1 Holidays.

The following are paid holidays for eligible employees:

- New Year's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve (7:00 p.m. to 1:00 a.m. shift, only when worked)
- Christmas Day
- New Year's Eve (7:00 p.m. to 1:00 a.m. shift, only when worked)

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Section II – 2.2 Birthday.

All employees shall be granted one day off for their birthday. This may be used on the actual day or within two weeks prior to or following the birthday.

Section II – 2.3 Holiday Pay.

For each such holiday, when not worked, an eligible employee shall receive a full shift pay at his regular straight time hourly rate. For each such holiday worked an eligible employee shall receive a total of one holiday shift pay plus their regular shift pay.

ARTICLE 3 - SICK LEAVE

Section II – 3.1 Purpose.

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Sick employees are expected to remain at home unless hospitalized or visiting their doctor. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense which may result in discipline of an employee.

Sick leave shall cover illness or disability of employees' immediate family, which means mother, father, in-laws, spouse, children, stepparent and stepchild.

Section II – 3.2 Allowance.

Any employee incurring any non-service connected sickness or disability shall receive sick leave. Employees shall be eligible for sick leave after completion of their probationary period with the Employer.

Section II – 3.3 Sick Leave Utilization.

All eligible employees shall be entitled to and receive compensation for twelve (12) sick days annually accruing at a rate of one (1.0) days per month. Paid time-off for sick days may be used in two (2) hour increments. Any employee who is discharged or terminates their employment forfeits all sick leave accrued benefits.

Sick days are to be used by an employee who is sick or has a temporary disability and is unable to perform his duties.

The District may require the employee to submit an acceptable physician's report stating the nature of illness or injury, and that the employee is fit to return to duty under the following circumstances:

1. When an employee uses two (2) consecutive sick days.
2. When the employee's third (3rd) sick day is used in one month.

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3. When the employee uses a sick day immediately (one shift day) prior to or after any approved time off.

Section II – 3.4 Rate of Payment.

Employees shall be paid a full shift pay (100%) of their regular, straight-time hourly rate of pay for each accumulated single day of sick leave properly utilized. The District may require a doctor's slip attesting to an illness of two or more days immediately upon the employee's return from such leave.

Section II – 3.5 Notification.

Except as otherwise noted herein notification of absences due to sickness shall be given to Director, Chief Officer, or Supervisor no later than three (3) hours prior to the employee's scheduled shift starting time. Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline.

Section II – 3.6 Medical Examination.

The District may, at its discretion, require an employee utilizing sick leave to submit at any time during such leave to an examination by a doctor or nurse designated by the District, at the District's expense.

Each employee shall be required to take an annual physical exam to determine their fitness for duty. Such physicals shall be administered under the supervision of the District's physician. Costs for the annual physical will be covered by the District. All medical records shall remain confidential. The District's physician will determine if the employee is fit for duty. If the employee is not fit for duty, the employee will need to begin taking accumulated time off while an action plan is developed. The District's physician will consult with the employee's physician on final recommendation. Employees shall not be subject to disciplinary action for matters related to the physical exam.

Section II – 3.7 Abuse of Sick Leave.

Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline.

Section II – 3.8 Retired Employees.

Upon an employee's retirement, an employee may receive pay for 25% of their accumulated sick days at his/her straight time hourly rate.

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Section II – 3.9 Sick Leave Buy Back.

Once employees have accrued seven hundred forty-four (744) sick hours, they may sell additional accrued hours back to the District at fifty percent (50%) of their last hourly rate.

Section II – 3.10 Emergency Leave.

If a serious or unexpected emergency occurs to an employee's spouse, children, parent, legal guardian, or a member of the immediate family in his household, the employee will be allowed to leave or not report to his duties while the emergency exists. Such leave must be cleared with the Director. Such leave shall not unreasonably be denied and shall not exceed the balance of the work day in question.

All emergency leave will be paid and be reduced from the employee's bank of sick time. An employee with no sick time will still be afforded emergency leave, but will compensate the District for use of said time by having future accrued leave deducted in the amount of time which had been used or not be paid for emergency leave hours.

Employees using emergency leave will provide a status update to their supervisor within two (2) hours of leaving work. If they do not contact their supervisor within two (2) hours, or they are unable to return within five (5) hours, the employer will fill the position via the proper overtime process.

Section II – 3.11 Sick Days for Pay.

Based on prior year sick usage, an employee can annually turn sick hours in for pay at his/her straight time hourly rate as follows:

Annual Sick & Family Needs Usage (Excluding VEBA & Emergency Leave)	# Hours Allowed to be Turned In
0 hour of usage	36 hours turned in
1-12 hours of usage	24 hours to be turned in
13-24 hours of usage	12 hours to be turned in
> 24 hours of usage	0 hours to be turned in

ARTICLE 4 - VACATION

Section II – 4.1 Eligibility and Allowances.

Employees shall be eligible to begin earning paid vacation allowance as of their date of hire, but no employee shall be entitled to utilize any earned vacation allowance until completion of their first year of employment. Vacation allowance shall only accrue as of the employee's annual anniversary date of employment, i.e. upon an employee's anniversary date of employment, the employee shall become eligible to utilize vacation

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allowance earned during the preceding 12-month period. (e.g. if an employee begins employment with the District on July 1, 2000, that employee may earn up to four (4) shift days of vacation during his first year of employment, but the employee will not be eligible to utilize these dates until his second year).

Employees shall submit requests for vacation days in writing to the Chief or designee at least one week prior to taking time off. Vacation requests will be approved on a first come, first choice basis. If two or more requests are submitted simultaneously for the same time period, seniority will govern. Vacation days must be used during the calendar year. Vacation days shall be earned as follows – after completion of:

Less than 1 year of service	0 shift days
1 year of service	4 shift days
2 years of service	8 shift days
5 years of service	12 shift days
10 years of service	16 shift days
20 years of service	18 shift days

Section II – 4.2 Scheduling and Accrual.

Employees shall be awarded vacation time by the District in accordance with its service needs and the employee's seniority.

Section II – 4.3 Emergencies.

Should an emergency arise at the time of vacation all employee vacations may be cancelled provided the employees' services are required.

Section II – 4.4 Vacation Rights in Case of Layoff or Separation.

Any employee who is laid off, retired or who voluntarily quits prior to taking his vacation shall be compensated in cash for the unused vacation he has properly accumulated but not used at the time of separation. Payment shall generally be made within thirty (30) days of separation from active employment, or sooner, when practical.

Section II – 4.5 Compensation for Vacation Days Not Taken.

Up to eight (8) shifts of twelve (12) hours each of unused vacation may be turned in for straight time pay at the end of the calendar year.

Section II – 4.6 Personal Days.

Employees shall submit requests for personal days to the Chief or designee within five (5) days prior to taking the time off. If there is a conflict in scheduling, seniority will be applied.

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All personal days must be taken during the calendar year in which they are earned. Personal days shall be earned as follows -- after completion of:

2 years service	84 hours off
4 years service	96 hours off
6 years service	108 hours off

Bargaining unit members shall not be allowed to use any accrued benefit time on any of the listed Holidays within this agreement, Christmas Eve, and New Year's Eve.

Section II – 4.7 Funeral Leave.

In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, adopted children, parents, parents of spouse and step-parents, brothers and sisters of employee, sons and daughters-in-law and spouse, spouse's children and step-children, brothers-in-law and sisters-in-law of the employee and spouse, grandparents and grandchildren of employee and spouse or other persons who were members of the employee's household at the time of death) an employee shall be granted up to four (4) consecutive workdays as funeral leave if the employee attends the funeral. Leave beyond such four (4) days may, upon approval of the Chief or his designee, be taken if charged to the employee's vacation leave accrual account, if any.

A leave of absence without pay of up to two (2) consecutive days may be granted to an employee by the District in the event of the death of family members outside the employee's immediate family. Requests for leave in excess of two (2) days will be subject to the approval of the Chief or his designee.

An employee shall provide satisfactory evidence of the death of a member of the immediate or extended family if so requested by the District.

ARTICLE 5 – WAGES

Section II – 5.1 Wages Schedules.

Employees shall be compensated in accordance with the wage schedule below.

	<u>2018</u>	<u>2019</u>	<u>2020</u>
Step 2	\$47,628	\$48,938	\$50,357
Step 3	51,029	52,432	53,953
Step 4	54,431	55,928	57,550
Step 5	57,713	59,300	61,020
Step 6	60,992	62,669	64,486
Step 7	64,395	66,166	68,085
Step 8	66,326	68,150	70,126

The hourly rate of full-time employees shall be determined from the applicable wage schedule by dividing the annual salary by Two Thousand One Hundred Ninety (2,190).

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The annual increases take effect on January 1st of each year. On January 1st the employee will move straight across the scale to the next year. If an employee is still in step raises, they take effect on the employee's anniversary date. On their anniversary date the employee will move down one step

Section II – 5.2 Initial Placement of Salary Schedule.

The initial placement of a new employee on the salary schedule shall be determined by the Employer in its sole discretion.

Section II – 5.3 Pay Period.

The salaries and wages of employment shall be paid in accordance with the District's current general practice which may be changed by the District for good cause shown.

The District shall make direct deposit of employee's paychecks.

Section II – 5.4 Longevity Pay.

Eligibility for longevity pay under this Section shall be determined based upon the number of years of continuous, full-time employment with the District by an employee as of his most recent anniversary date.

Eligible employees will receive each year longevity pay pursuant to the following schedule:

5 years	0.5% of base
10 years	1.0% of base
15 years	2.0% of base
20 years	5.0% of base

It is expressly agreed that eligibility for longevity pay shall be based exclusively upon the employee's last anniversary date of continuous service in a full-time position with the District which occurred prior to the start of the fiscal year.

Section II – 5.5 Education Incentive Pay.

Employees shall be entitled to receive educational incentive pay for fire service or health related degrees earned from regionally accredited higher educational institutions.

Degree Program:

Associates Degree in Fire Science or health related field approved by the District after five (5) years of continuous full-time service with the District \$1,200

Bachelors Degree in Fire Science or health related approved by the District after five (5) years of continuous full-time service with the District \$2,300

Education incentive pay is non-cumulative. Employees may only receive pay for one degree.

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ARTICLE 6 - OVERTIME

Section II – 6.1 Rate of Pay.

All overtime work must be approved in advance by the employee's immediate supervisor except in an emergency. Overtime shall be paid for work under of the following conditions, but compensation shall not be paid more than once for the same hours. Overtime shall be selected from a rotating schedule of qualified bargaining unit employees.

For purposes of determining an employee's eligibility for overtime pay, any holiday, personal leave, funeral leave or sick leave for which the employee is paid pursuant to the provisions of this Agreement shall not be deemed to have been worked.

Compensation shall not be paid more than once for the same hours under any provision of this Article of Agreement, nor may hours be pyramided.

If an employee is appointed by the Chief or Chief's designee to act as a lead employee, the employee shall be paid an additional one dollar (\$1.00) per hour in 2019 and one dollar and twenty-five cents (\$1.25) per hour in 2020.

Section II – 6.2 Distribution.

Employees will be required to work overtime as assigned. The District will distribute overtime work to bargaining unit employees using a rotating list. All overtime lists will be established by seniority:

- a. Voluntary overtime list- most senior to least senior
- b. Mandatory overtime list- least senior to most senior

The following are general provisions for all overtime assignments:

- a. All overtime requested will be awarded for time requested (i.e. 4 hours requested 4 hours awarded, 12 hours requested 12 hours awarded)
- b. All overtime requested will be processed one assignment at a time (i.e. if there are 4 overtime shifts available for the month, they will be offered one at a time)
- c. If an employee is awarded an overtime assignment, they will be placed at the bottom of the list
- d. Once an employee accepts an overtime assignment, it is their responsibility for the assignment
- e. Overtime assignments may be broken into smaller assignments to assist coverage as long as the requested overtime assignment is filled
- f. No bargaining unit member can work more than 16 continuous except under the orders of the Fire Chief or his designee in the time of District / State / or National emergency. After 16 continuous hours, the employee must remain off duty no less than 12 hours for rest and recovery except in times of prolonged incidents or District / State / or National emergencies

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The bargaining unit shall be guaranteed one position each shift. Once the one guaranteed position is filled by a bargaining unit employee, or if no bargaining unit employees are available, part-time employees may be called back. If no full-time or part-time employees are available to work, then full-time employees shall be recalled by lowest seniority number first by rotation to prevent an employee from being recalled two (2) consecutive days. Employees acknowledge that this may still occur based on availability of dispatchers for recall.

Section II – 6.3 Call Back for All Employees.

Any employee called back to work beyond normal work hours shall be paid a minimum of two (2) hours at one and a half (1.5) times his applicable pay, unless the time extends into the employee's regular work shift.

The on-call schedule will be submitted by the union to the supervisor for approval five (5) days prior to the end of the month. Employees on call shall be paid an additional one dollar (\$1.00) per hour while on call.

The bargaining unit shall be guaranteed six (6) full-time positions for the life of this contract.

Section II – 6.4 Compensatory Time.

In lieu of paid overtime, an employee may opt to earn compensatory time off and may accumulate compensatory time to a maximum of 96 hours. The requested use of compensatory time must be submitted to the supervisor in writing with at least five (5) days advance notice. Compensatory time must be used in at least one-hour (1) hour increments. Upon separation or at the employee's request, the employee will be paid for all unused and accrued compensatory time.

ARTICLE 7 - UNIFORMS

Section II – 7.1 Uniforms and Dress Code.

At the start of each calendar year, each employee shall receive a credit at a District approved clothing vendor in the amount of \$250. The employee shall have the ability to purchase any items at the approved store pursuant to established uniform protocols. The following is a list of dress code requirements set to ensure a professional appearance of dispatch personnel during all work hours, including District classes:

- | | | |
|-----------------------------------|---|---|
| Approved shirts (District issued) | - | t-shirts |
| | - | polo shirts |
| | - | sweatshirts |
| Pants (employee owned) | - | full length blue/black denim jeans |
| | - | full length dark blue/black uniform pants |

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- Full length khaki pants
- Shoes (employee owned)
 - closed toe shoes, such as
 - gym shoes
 - uniform shoes/boots
 - "Dockers" shoes/boots

Section II – 7.2 Uniform Care.

Employees shall be responsible for the care and cleaning of uniform shirts provided by the District.

ARTICLE 8 - TRAINING AND EDUCATION PROGRAMS

Section II – 8.1 Training/Educational Reimbursement.

Employees who are required to attend meetings, training or other functions which do not immediately precede or follow the employees' regularly scheduled working hours shall be paid a minimum of two (2) hours of overtime pay or for the actual time worked, whichever amount is greater.

TCO trainers, as assigned by the supervisor, shall be paid an additional four dollars (\$4.00) per hour during training.

Section II – 8.2 Off-Site Training/Education.

In addition to any reimbursement set forth in Section II – 8.1, employees shall be reimbursed at the current Internal Revenue Service reimbursement rate whenever employees are required to attend an off-site meeting, seminar, training, or other function. Employees will be reimbursed for mileage based on the travel distance from their home or the site of dispatch to the meeting or training site, whichever distance is less.

Section II – 8.3 Education Incentive.

Special NFPA schools / certification may be submitted for approval to the Chief or his designee. All requests will be reviewed on an individual basis and the employee must justify the benefit of attendance to the District. If approved the employee will be granted time off by the District.

Chapter III – Inspectors

CHAPTER III – INSPECTORS

ARTICLE 1 - HOURS

Section III - 1.1 Meal Periods.

All employees shall be granted a thirty (30) minute unpaid meal period during each work shift. This meal period shall be taken at a time approved in advance by the employee's immediate supervisor. Time granted for meal periods shall include any travel time utilized by the employee during the meal period. When appropriate, the meal Period shall be scheduled at the middle of each shift or regular workday.

Section III - 1.2 Normal Working Hours.

Employees shall be required to work eight (8) hours/day between the hour of 6:00 a.m. and 6:00 p.m. If employees are required to work outside of the normal working hours, employee shall be compensated at time and one-half for the additional hours. At the discretion of the District Supervisor, normal working hours may be adjusted for District Business.

ARTICLE 2 - HOLIDAYS

Section III - 2.1 Holidays.

The following are paid holidays for eligible employees:

- New Year's Day
- President's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- 2 Personal Holidays (at the discretion of the immediate supervisor)

Section III - 2.2 Birthday.

All employees shall be granted one day off for their birthday. This may be used on the actual day, or within one week prior to or following the birthday.

Section III - 2.3 Holidays on Weekends.

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. When any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

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Section III – 2.4 Holiday Pay.

For each such holiday, when not worked, an eligible employee shall receive eight (8) hours pay at his regular straight-time hourly rate. For each such holiday worked an eligible employee shall receive a total of eight (8) hours holiday pay plus their regular pay at his regular straight-time hourly rate.

Section III - 2.5 Eligibility Requirements.

In order to be eligible for holiday pay, the employee must work the employee's regularly scheduled work day immediately preceding and immediately following the holiday or be on an approved paid leave.

ARTICLE 3 - SICK LEAVE

Section III - 3.1 Purpose.

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Sick employees are expected to remain at home unless hospitalized or visiting their doctor. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense which may result in discipline of an employee.

Sick leave shall cover illness or disability of employees' immediate family, which means mother, father, in-laws, spouse, children, step-parent and step-child.

Section III - 3.2 Allowance.

Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay. Employees shall be eligible for sick leave after completion of their probationary period with the Employer.

Section III – 3.3 Sick Leave Utilization.

All eligible employees shall be entitled to and receive compensation for twelve (12) sick days annually accruing at a rate of one (1.0) days per month. Paid time-off for sick days may be used in two (2) hour increments. Any employee who is discharged or terminates their employment forfeits all sick leave accrued benefits.

Sick days are to be used by an employee who is sick or has a temporary disability and is unable to perform his duties.

The District may require the employee to submit an acceptable physician's report stating the nature of illness or injury, and that the employee is fit to return to duty under the following circumstances:

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1. When an employee uses two (2) consecutive sick days.
2. When the employee's third (3rd) sick day is used in one month.
3. When the employee uses a sick day immediately (one shift day) prior to or after any approved time off.

Section III - 3.4 Rate of Payment.

Employees shall be paid a full shift at one hundred percent (100%) of their regular, straight-time hourly rate of pay for each accumulated single day of sick leave properly utilized. The District may require a doctor's slip attesting to an illness of two or more days immediately upon the employee's return from such leave.

Section III – 3.5 Notification.

Except as otherwise noted herein notification of absence due to sickness shall be given to Director, Chief Officer, or Supervisor no later than the employee's scheduled shift starting time no later than three (3) hours prior to employee's scheduled shift time. Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline.

Section III - 3.6 Medical Examination.

The District may, at its discretion, require an employee utilizing sick leave to submit at any time during such leave to an examination by a doctor or nurse designated by the District, at the District's expense.

Each employee shall be required to take an annual physical exam to determine their fitness for duty. Such physicals shall be administered under the supervision of the District's physician. Costs for the annual physical will be covered by the District. All medical records shall remain confidential. The District's physician will determine if the employee is fit for duty. If the employee is not fit for duty, the employee will need to begin taking accumulated time off while an action plan is developed. The District's physician will consult with the employee's physician on final recommendation. Employees shall not be subject to disciplinary action for matters related to the physical exam.

Section III - 3.7 Abuse of Sick Leave.

Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline.

Section III - 3.8 Retired Employees.

Upon an employee's retirement, an employee may receive pay for 25% of his accumulated sick days at his/her straight time hourly rate.

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Section III – 3.9 Sick Leave Buy Back.

Once employees have accrued seven hundred forty-four (744) sick hours, they may sell additional accrued hours back to the District at fifty percent (50%) of their last hourly rate.

Section III – 3.10 Emergency Leave.

If a serious or unexpected emergency occurs to an employee's spouse, children, parent, legal guardian, or a member of the immediate family in his household, the employee will be allowed to leave or not report to his duties while the emergency exists. Such leave must be cleared with the Director. Such leave shall not unreasonably be denied and shall not exceed the balance of the work day in question.

All emergency leave will be paid and be reduced from the employee's bank of sick time. An employee with no sick time will still be afforded emergency leave, but will compensate the District for use of said time by having future accrued leave defined in Section 9.1 deducted in the amount of time which had been used or not be paid for emergency leave hours.

Employees using emergency leave will provide a status update to their supervisor within two (2) hours of leaving work. If they do not contact their supervisor within two (2) hours, or they are unable to return within five (5) hours, the employer will fill the position via the proper overtime process.

Section III – 3.11 Sick Days for Pay.

Based on prior year sick usage, an employee can annually turn sick hours in for pay at his/her straight time hourly rate as follows:

Annual Sick & Family Needs Usage (Excluding VEBA & Emergency Leave)	# Hours Allowed to be Turned In
0 hour of usage	24 hours turned in
1-8 hours of usage	16 hours to be turned in
9-16 hours of usage	8 hours to be turned in
> 16 hours of usage	0 hours to be turned in

ARTICLE 4 - VACATION

Section III - 4.1 Eligibility and Allowances.

Employees shall be eligible to begin earning paid vacation allowance as of their date of hire, but no employee shall be entitled to utilize any earned vacation allowance until completion of their first year of employment. Vacation allowance shall only accrue as of the employee's annual anniversary date of employment, i.e., upon an employee's anniversary date of employment, the employee shall become eligible to utilize vacation allowance earned during the preceding twelve-month period. (e.g., if an employee begins employment with the District on July 1, 1997, that employee may earn up to five

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(5) days of vacation during his first year of employment, but the employee will not be eligible to utilize the days until his second year.

Employees shall submit requests for vacation days in writing to the Chief or Deputy Chief at least one week prior to taking time off. Vacation requests will be approved on a first come, first choice basis. If two or more requests are submitted simultaneously for the same time period, seniority will govern. Vacation days must be used during the calendar year. Up to ten (10) days of unused vacation days may be turned in for pay at the end of the calendar year. Vacation days shall be earned as follows – after completion of:

1 year of service	1 week
2 years of service	2 weeks
5 years of service	3 weeks
10 years of service	4 weeks

Section III - 4.2 Scheduling and Accrual.

Employees shall be awarded vacation time by the District in accordance with its service needs and the employee's seniority.

Section III - 4.3 Emergencies.

Should an emergency arise at the time of vacation all employee vacations may be canceled provided the employees, services are required.

Section III - 4.4 Vacation Rights in Case of Layoff or Separation.

Any employee who is laid off, retired or who voluntarily quits prior to taking his vacation shall be compensated in cash for the unused vacation he has properly accumulated but not used at the time of separation. Payment shall be made at the subsequent pay period. of separation from active employment.

Section III - 4.5 Compensation for Days Not Taken.

Up to 80 hours of unused vacation may be turned in for straight time pay at the end of the calendar year.

Section III – 4.6 Personal Leave Days.

Employees shall submit requests for personal days to the Chief or Deputy Chief within two (2) days prior to taking the time off. If there is a conflict in scheduling, seniority will be applied.

All personal days must be taken during the calendar year. Personal days shall be earned as follows – after completion of:

2 years of service	2 days off
4 years of service	4 days off
6 years of service	6 days off
10 years of service	7 days off

Chapter III – Inspectors

15 years of service

8 days off

Section III – 4.7 Funeral Leave.

In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, adopted children, parents, parents of spouse and step-parents, brothers and sisters of employee, sons and daughters-in-law and spouse, spouse's children and step-children, brothers-in-law and sisters-in-law of the employee and spouse, grandparents and grandchildren of employee and spouse or other persons who were members of the employee's household at the time of death) an employee shall be granted up to five (5) consecutive workdays as funeral leave if the employee attends the funeral. Leave beyond such five (5) days may, upon approval of the Chief or his designee, be taken if charged to the employee's vacation leave accrual account, if any.

A leave of absence without pay of up to five (5) consecutive days may be granted to an employee by the District in the event of the death of family members outside the employee's immediate family. Requests for leave in excess of five (5) days will be subject to the approval of the Chief or his designee.

An employee shall provide satisfactory evidence of the death of a member of the immediate or extended family if so requested by the District.

ARTICLE 5 - WAGES

Section III - 5.1 Wage Schedules.

Employees shall be compensated in accordance with the wage schedule below:

	<u>2018</u>	<u>2019</u>	<u>2020</u>
Step 0	\$70,578	\$72,519	\$74,622
Step 1	73,107	75,117	77,295
Step 2	75,361	77,433	79,679
Step 3	78,158	80,307	82,636

The hourly rate of full-time employees shall be determined from the applicable wage schedule by dividing the annual salary by Two Thousand Eighty Hours (2,080). The pay is set forth on the wage schedule.

Section III - 5.2 Initial Placement on Salary Schedule.

The initial placement of a new employee on the salary schedule shall be determined by the Employer in its sole discretion.

Section III - 5.3 Pay Period.

The salaries and wages of employees shall be paid in accordance with the District's current general practice which may be changed by the District for good cause shown.

The District shall make direct deposit of employees' paychecks.

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Section III - 5.4 Longevity Pay.

Eligibility for longevity pay under this Section shall be determined based upon the number of years of continuous, full-time employment with the District by an employee as of his most recent anniversary date.

Eligible employees will receive longevity pay pursuant to the following schedule:

5 years	0.5% of base
10 years	1.0% of base
15 years	2.0% of base
20 years	5.0% of base

It is expressly agreed that eligibility for longevity pay shall be based exclusively upon the employee's last anniversary date of continuous service in a full-time position with the District which occurred prior to the start of the fiscal year.

Section III – 5.5 Education Incentive Pay

Employees shall be entitled to receive educational incentive pay for fire service or health related degrees earned from regionally accredited higher educational institutions.

Degree Program:

Associates Degree in Fire Science or health related field approved by the District after five (5) years of continuous full-time service with the District \$1,200

Bachelors Degree in Fire Science or health related approved by the District after five (5) years of continuous full-time service with the District \$2,300

Education incentive pay is non-cumulative. Employees may only receive pay for one degree.

ARTICLE 6 - OVERTIME

Section III - 6.1 Rate of Pay.

All overtime work must be approved in advance by the employee's immediate supervisor except in an emergency (e.g. call out by Fire dispatcher). Overtime shall be paid for work under any of the following conditions, but compensation shall not be paid more than once for the same hours. Overtime shall be selected from a rotating schedule of qualified bargaining unit employees.

All hours worked by an employee in excess of forty (40) hours weekly shall be paid at the rate of one and one-half (1.5) times the employee's established hourly rate of pay.

For purposes of determining an employee's eligibility for overtime pay, any day of vacation, holiday, personal leave, funeral leave or sick leave for which the employee is paid pursuant to the provisions of this Agreement shall not be deemed to have been worked.

Chapter III – Inspectors

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, nor may hours be pyramided.

If an employee is appointed by the Chief or Chief's designee to act as a lead employee, the employee shall be paid an additional \$1.00 per hour in 2019 and one dollar and twenty-five cents (\$1.25) per hour in 2020.

Section III - 6.2 Distribution.

Employees will be required to work overtime as assigned. The District will, however, endeavor to distribute on a reasonably equitable basis overtime work to qualified bargaining unit employees pursuant to a schedule created by the Union.

Section III - 6.3 On Call and Call Back for All Employees.

Any employee called back to work beyond normal work hours shall be paid a minimum of two hours at one and one-half (1.5) times his applicable pay, unless the time extends into the employee's regular work shift. However, the employee may choose to accept comp-time at one and one-half (1.5) times the hours credited to call back.

ARTICLE 7 - UNIFORMS AND PROTECTIVE CLOTHING

Section III - 7.1 Uniforms and Protective Clothing.

Employees shall be required to wear the uniforms and protective clothing deemed necessary in the sole opinion of the District and the Employer shall provide:

- 1 Class A uniform
- 3 Class B short sleeve shirts
- 3 Class B long sleeve shirts
- 5 pair of uniform pants
- 1 uniform belt
- 5 Tee shirts
- 5 Polo's
- 2 job shirt
- 1 511 winter jacket
- 1 pair of shoes / boots (steel toe / shank)
- 1 baseball hat
- 1 winter hat

All clothing will be worn and maintained in accordance with the District's uniform policy. The Employer shall replace worn equipment. Employees who resign during first year shall reimburse the District for fifty percent (50%) of the initial uniform cost.

Section III - 7.2 Uniform Care.

Employees shall be responsible for the care and cleaning of uniforms provided by the Employer.

Chapter III – Inspectors

ARTICLE 8 - JOB RELATED TRAINING AND EDUCATION PROGRAMS

Section III – 8.1 Educational Incentive.

Special NFPA schools / certification may be submitted for approval to the Chief or his designee. All requests will be reviewed on a individual basis and the employee must justify the benefit of attendance to the District. If approved the employee will be granted time off by the District.

ARTICLE 9 - SUBCONTRACTING

Section III - 9.1 General Policy.

It is not the intent of the DISTRICT that any employee covered by this Collective Bargaining Agreement suffer a loss of employment as a result of subcontracting inspections to an outside agency or other DISTRICT employees. Therefore, if the inter-government agreement with the Village of Orland Park is cancelled, the DISTRICT and the Union shall make every attempt to secure employment with the agency assuming the responsibilities of Fire District inspectors.

Chapter IV – Entire Agreement

CHAPTER IV – ENTIRE AGREEMENT

ARTICLE 1 - ENTIRE AGREEMENT

Section IV – 1.1 Entire Agreement.

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to, or covered in this Agreement, or with respect to the effects upon employees of the District's exercise of its rights under the Agreement.

ARTICLE 2 - TERMINATION

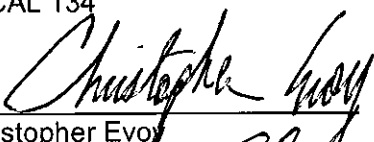
Section IV - 2.1 Termination.

This Agreement shall be effective as of January 1, 2019 and shall remain in full force and effect until 11:59 p.m. on December 31, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.


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

Executed this 18th day of December, 2019

ORLAND FIRE PROTECTION DISTRICT
LOCAL 134



Christopher Evox
President

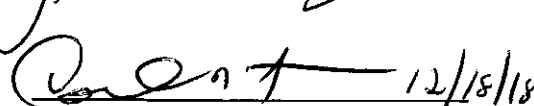


Craig Schmidt
Secretary

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS



By:



Business Manager 12/18/18

Chapter IV – Entire Agreement

APPENDIX A

CHECKOFF AUTHORIZATION

I hereby authorize the Orland Fire Protection District to deduct from my pay the uniform dues of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS ("IBEW, LOCAL 134"), and to remit said amounts directly to the Union on my behalf. I understand this authorization may be revoked by me, in writing, provided thirty (30) days advance notice (or such shorter period as may be required by law) is given by the employee to the District.

Print Name

Signature

Date

Chapter IV – Entire Agreement

APPENDIX B

MEMORANDUM OF UNDERSTANDING FAMILY AND MEDICAL LEAVE

This letter shall constitute a Memorandum of Understanding to the 2000-2003 collective bargaining agreement between the Orland Fire Protection District and the International Brotherhood of Electrical Workers Local 134. This letter shall be in effect for the term of said Agreement only.

This Appendix B is part of the "Agreement between the District and IBEW, LOCAL 134. All eligible employees are entitled to certain minimum unpaid leave days for medical and family purposes pursuant to the provisions of the Family and Medical Leave Act of 1993. Eligible employees are those who have been employed by the District for at least 12 months and who have worked for at least 1,250 hours during the 12-month period preceding the leave.

Eligible employees are entitled to a minimum of 12 work weeks of unpaid leave during any 12-month period for one or more of the below listed reasons: (The 12 month period shall be a fixed period of 12 months from January 1 through December 31 of each successive year.)

- A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- B. Because of the placement of a son or daughter with the employee for adoption or foster care.
- C. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter or parent has a serious health condition.
- D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Eligible employees who have any accrued paid vacation or personal leave must substitute such paid leave as a part of the 12 weeks of unpaid leave available under this policy for any of the purposes stated in subparagraphs A and B.

Eligible employees who have any available accrued paid sick leave, or who have available other unpaid leave must substitute such paid sick leave or available unpaid leave as part of the 12 weeks of unpaid leave available hereunder for any of the purposes stated in subparagraphs C and D above.

Eligible employees may not take leave intermittently or on a reduced hour schedule for any of the purposes stated in subparagraphs A and B above and any leave taken under those subparagraphs must be taken within the 12-month period beginning on the date of birth or placement for adoption.

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Eligible employees may take leave hereunder intermittently or on a reduced hour schedule for any of those purposes stated in subparagraphs C and D above, provided that it is medically necessary to do so.

Intermittent leave is leave taken in separate blocks of time due to a single illness or injury, and may include periods of an hour or more to several weeks. A "reduced leave schedule" is a leave schedule that reduces an employee's usual number of working hours per workweek or hours per workday. Only the amount of leave actually taken may be counted toward the twelve (12) weeks of leave to which an employee is entitled. Eligible employees must give at least 30 days notice to the District of intention to take leave hereunder unless the reason for the requested leave prohibits such notice in which case the employee must notify the District as soon as practicable.

The District, through the Human Resource Manager or designee, may require proper certification from a health care provider for any leave requested for the purposes stated in subparagraphs C and D above.

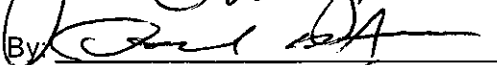
During any of the 12 work weeks of leave provided hereunder or for 12 work weeks of any other substituted unpaid leave the District shall maintain the employee's group health insurance coverage at the level and under the same terms and conditions as such coverage would have been provided if the employee had continued at work provided that if the employee fails to return to work for reasons not based upon circumstances beyond the control of the employee, the District may recover from the employee the cost if any, of such continued coverage.

Upon return from any leave provided hereunder, the employee shall maintain all seniority and benefits accrued as of the commencement of the leave. The employee shall be reinstated to the position the employee held at the commencement of the leave or an equivalent position provided, however, that an employee on leave hereunder shall be subject to lay-off or dismissal on the same terms and conditions as are applicable to employees who are not on leave.

Any paid leave available under the Agreement taken for the purposes stated in A, B, C or D above shall be counted as FMLA leave and it is agreed that notice of this fact is deemed given to all bargaining unit members by this Appendix B. The leave provided for in this Appendix B shall not be construed to diminish the right to any leave provided in Article IX of the Agreement.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

By: 

By: 

Date: 12-18-18

OLAND FIRE PROTECTION
DISTRICT

By: 

By: 

Date: 12-18-18

Chapter IV – Entire Agreement

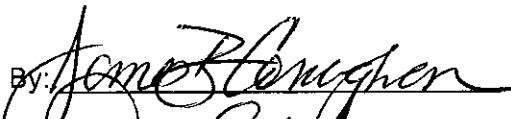
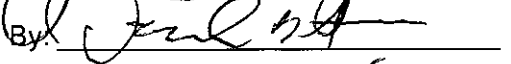
APPENDIX C

MEMORANDUM OF AGREEMENT
REPORTING


That the employer assists the Union in keeping up to date bargaining unit member status, the following steps be taken and reported to the Local 134 Record Update Department:

- a) Quarterly reporting on:
 - Updated list of all bargaining unit employees
 - Current classification and wage rate
 - Full name
 - Last four numbers of Social Security number
 - Current address
 - Phone number
 - E-mail address
- b) Any bargaining unit employee's temporary or permanent change in employee status i.e. FMLA, any type of leave, separation of employment, retirement
- c) Active employees are responsible for remaining current with their dues regardless of any temporary change in employment status

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

By: 
By: 
Date: 12-18-18

ORLAND FIRE PROTECTION
DISTRICT

By: 
By: _____
Date: 12-18-18