



AGENDA
CITY OF ROCHELLE
CITY COUNCIL SPECIAL MEETING

Thursday, April 27, 2023 at 5:15 PM

City of Rochelle Council Chambers—420 North 6th Street, Rochelle, IL 61068

I. CALL TO ORDER:

1. Pledge to the Flag
2. Prayer

II. ROLL CALL:

III. PUBLIC COMMENTARY:

IV. BUSINESS ITEMS:

1. A Motion to Approve a Collective Bargaining Agreement Between the City of Rochelle and International Association of Firefighters Local 3445

V. DISCUSSION ITEMS:

1. Councilman John Gruben - Parting Thoughts

VI. ADJOURNMENT:

Anyone interested in participating in Public Commentary remotely should contact Rose Hueramo at rhueramo@rochelleil.us or 815-562-6161 to make arrangements.

Council Members may participate in the City Council meeting Remotely as a result of the Governor suspending the requirement for in-person attendance at meetings.

The Council meeting will be broadcast live on YouTube.

File Attachments for Item:

1. A Motion to Approve a Collective Bargaining Agreement Between the City of Rochelle and International Association of Firefighters Local 3445

**ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING**

SUBJECT: A Motion to Approve a Collective Bargaining Agreement Between the City of Rochelle and International Association of Firefighters Local 3445

Staff Contact: Jeff Fiegenschuh, City Manager

Summary: The City of Rochelle has spent the past two months negotiating a new collective bargaining agreement with the IAFF Local 3445 to run May 1, 2023-April 30, 2027. The proposed agreement represents a compromise from both the city and the bargaining unit that will ensure adequate staffing well into the future. The major changes from the previous agreement include:

Section 12.3 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.

1. The City shall make its best efforts to hire three (3) new hires as soon as possible but no later than by January 1, 2024 (i.e. twelve (12) FF/PMs). New hires attending Basic Operations Firefighter and/or Paramedic training will not count as a vacancy for shifts under 12.3(c). When the new hire per shift has completed BOF training, the minimum staffing on that shift identified will increase from 4 to 5. When all three (3) new hires have completed BOF training, the minimum staffing will increase from 4 to 5 but which should occur no later than June 1, 2024.
2. The City will agree to make its best efforts to hire three (3) additional hires (i.e. fifteen (15) FF/PMs) as soon as feasible, but in any event, this should occur no later than January 1, 2026. When all six (6) new hires have completed BOF training, the minimum staffing identified above will be maintained at five full-time, sworn certificated firefighter/paramedics. However, the sixth position may be filled first with a POC or at the Chief’s discretion by an additional sworn, certificated firefighter/paramedic.

As a variance made pursuant to the Substitutes Act, (65 ILCS 5/10-2/1-4), 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 two (2) hours shall be filled according to this section.
- 2.(a) The earliest approved (first) 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.
- (b)After execution of this Agreement and once the City has hired three (3) additional full-time firefighter as referenced in Section 12.3(a)(1), the second 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. This subsection shall sunset upon the hiring of the sixth new full-time firefighter or January 1, 2026, whichever occurs first.

Section 14.1 Bereavement Leave. Employees shall be provided with any additional day of paid bereavement leave upon proof of travel out of state to attend such funeral or memorial services.

An employee taking bereavement leave will not be forced in for either the two (2) days prior to or the two (2) days after the bereavement leave day(s) as selected by the employee.

Section 14.3 Sick leave. Sick leave shall be accumulated at the rate of 96 hours per year - matches current city policy.

Any employee who has six (6) sick leave occurrences in a calendar year may be required to provide a doctor's note for any subsequent call-off demonstrating a doctor/clinic visit for the date of the absence before being returned to work. Failure to provide a doctor's note as required or continued call-offs shall result in disciplinary action. An "occurrence" shall be consecutive days of absence due to the same illness or injury. The Chief may also, in his discretion, require a physician's statement when the Chief has just cause to believe that an employee may be abusing sick leave.

Article XV Wages-3% COLA each year of the contract. (1/1/2024-1/1/2027). Recognizing Martin Luther King Jr. Day - Current city policy.

All new hires shall be paid at the start rate regardless of certifications. If an employee has not attained paramedic certification by their anniversary date, they shall receive ten percent (10%) less than the step schedule in Appendix A. For example, from execution of the contract until December 31, 2023 the pay scale would be as follows:

- Start: \$21.56
- Year 1: \$22.35
- Year 2: 23.46
- Year 3: \$24.62

Appendix E: Substance Abuse and Testing: It is the policy of the City of Rochelle that the public has the right to expect persons employed by the city to be free from the effects of drugs and alcohol. The city expects their employees will report to work fit and able for duty. The purposes of this policy shall be achieved in such a manner as to not violate any established rights of the employees. Despite off-duty consumption of marijuana and alcohol being legal in the state of Illinois, no employee is permitted to report to work or work while under the influence of either marijuana or alcohol.

Recommendation: Approve a Motion Approve a Collective Bargaining Agreement Between the City of Rochelle and International Association of Firefighters Local 3445

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF ROCHELLE, City

and

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

Effective: May 1, 2023

Expires: April 30, 2027

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AGREEMENT

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

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

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

ARTICLE I - RECOGNITION AND COVERAGE

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

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

Included: All full-time fire fighters of the City of Rochelle Fire Department, including probationary firefighters.

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

Section 1.3 The probationary period for new employees who are certified as EMT-Paramedic and as a Basic Operations Firefighter shall be for six (6) months, provided the City may elect to extend the length up to one (1) full year from the initial date employment began.

New employees who are not EMT-P certified at the time of hire shall have their probation extended until they pass an EMT-P licensing program.

New hires who are not certified as a Basic Operations Firefighter will not have time spent at the academy considered part of probationary period. All new employees are required to attend an OSFM approved academy if they have not previously attended one.

ARTICLE II - INHERENT MANAGEMENT RIGHTS RESERVED

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

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

Section 2.3. Nothing in this Agreement is intended to modify or limit the current practices regarding the payment and utilization of Paid-on-call firefighters (“POCs”) who are not part of the bargaining unit.

ARTICLE III - UNION SECURITY DUES DEDUCTION AND FAIR SHARE

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

Section 3.2. The City shall forward to the Union a monthly list to accompany the dues as provided for in Section 1 of this Article. This list shall include the names of each employee that has paid the monthly dues.

Section 3.3. The rights, obligations, and limitations concerning Union security shall be interpreted and applied in strict accord with Section 6 of the Act. The Union shall assume full responsibility to insure complete compliance with the requirements established by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986) with regard to the constitutional rights and obligations of fair share fee payers.

Section 3.4. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability, including the timely and complete payment of all legal costs and attorneys' fees incurred by the City, that shall arise out of or by reason of action taken by the City pursuant to this Article; provided, however, there shall be no such indemnification if the Union proves that the City solicited the employee to initiate the claim or action.

ARTICLE IV - NON-DISCRIMINATION

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

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

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

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

ARTICLE V - UNION REPRESENTATION ACTIVITIES

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

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

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

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

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

Section 5.6. The employee representative, and/or any authorized (per Section 5.5) non-employee Union representative shall have the right to examine, at reasonable times, time sheets and other records pertaining to the computation of compensation of any employee whose pay is the subject of a specific grievance; provided such examination shall occur during the normal working hours of the City's Human Resources Department.

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

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

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

ARTICLE VI - NO STRIKE

Section 6.1. Neither the Union nor any employee will call, cause, initiate, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, slowdown, or the concerted

interference with the full, faithful and proper performance of the duties of employment with the City, in any manner whatsoever, whether in protest of matters or actions covered by this Agreement, of matters or actions not referable hereunder and not within the normal bargaining relationship between the parties, and whether or not based upon alleged violations of state or federal law nor in sympathy or honor of any other picket line while this Agreement is in effect. The Union specifically acknowledges that any employee who holds a position of officer or representative of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

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

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

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

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

ARTICLE VII – RULES, DISCIPLINE AND THE BILL OF RIGHTS

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

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

- a. Oral warning

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

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

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

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

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

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

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

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

Section 7.6. The City keeps a personnel file for each bargaining unit employee. Except as provided in Section 10 of the Illinois Personnel Record Review Act (820 ILCS 40/10), material

not maintained in an employee's personnel file shall not be used as a basis for disciplinary or other action against the employee.

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

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

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

ARTICLE VIII - CONTRACT GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

- (A) Within ten (10) calendar days after the request to submit the matter to Arbitration, the parties shall attempt to select, by mutual agreement, an impartial Arbitrator. If the parties cannot agree upon an impartial Arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish the parties with a panel of seven (7) regular, neutral Arbitrators who are members of the National Academy of Arbitrators (Illinois, Indiana, or Wisconsin). Upon receipt of such

list, each party shall strike a name from the list, with the first strike determined by the flip of a coin, until only one (1) name remains who shall be the Arbitrator.

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

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

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

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

ARTICLE IX - LABOR-MANAGEMENT COMMUNICATION CONFERENCE

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

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

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

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

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

ARTICLE X - SENIORITY

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

Unless otherwise expressly provided, seniority shall accumulate unless broken as provided in

Section 10.5 of this Agreement. A former employee shall be considered as a new applicant and shall receive no credit for former seniority which was ended and thus forfeited by termination of former employment.

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

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

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

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

- (A) Quitting.
- (B) Discharge for just cause.
- (C) Failure to report to work at the end of a vacation or authorized leave of absence.
- (D) Being laid off or otherwise absent from work for any other reason for a length of time longer than the lesser of his total seniority at the beginning of layoff or twelve (12) months beyond the term of this Agreement. Nothing in Section 10.5 shall serve to limit an employee's right to reinstatement following military leave to the extent that such reinstatement is required by applicable law.
- (E) Seeking or engaging in gainful employment during a leave of absence unless such is specifically granted during that leave, or the collection of unemployment compensation during a leave of absence.
- (F) Absence of one (1) twenty four (24) hour scheduled work day without proper notification, justification therefore, or authorization, unless such notification is impossible.
- (G) Retirement.

ARTICLE XI - LAYOFF AND RECALL

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

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

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

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

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

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

ARTICLE XII - HOURS OF WORK AND OVERTIME

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

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

Consistent with the requirements of the Fair Labor Standards Act (FLSA) concerning an employee with a regular schedule of a twenty-seven (27) day work cycle, each employee's

regular schedule shall include a "Garcia" day (a twenty-four (24) hour shift day which would normally be worked) every seventeenth (17th) duty day which Garcia day shall end at the conclusion of the employee's 27th day of that employee's work cycle. Subject to operational need as determined by the Chief, Garcia days may be rescheduled or traded between employees provided such shall, in no way, result in overtime liability for the City under the FLSA. When a Garcia day falls on a holiday, the employee will not be paid at the overtime rate for that day.

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.

1. The City shall make its best efforts to hire three (3) new hires as soon as possible but no later than by January 1, 2024 (i.e. twelve (12) FF/PMs). New hires attending Basic Operations Firefighter and/or Paramedic training will not count as a vacancy for shifts under 12.3(c). When the new hire per shift has completed BOF training, the minimum staffing on that shift identified will increase from 4 to 5. When all three (3) new hires have completed BOF training, the minimum staffing will increase from 4 to 5 which will occur no later than June 1, 2024.

2. The City will agree to make its best efforts to hire three (3) additional hires (i.e. fifteen (15) FF/PMs) as soon as feasible, but in any event, this will occur no later than January 1, 2026. When all six (6) new hires have completed BOF training, the minimum staffing identified above will be maintained at five full-time, sworn certificated firefighter/paramedics. However, the sixth position may be filled first with a POC or at the Chief's discretion by an additional sworn, certificated firefighter/paramedic.

If the City decides to implement a change in the existing administrative practice [i.e. not maintain four (4) full-time certificated staff members or use an officer other than a lieutenant], the City acknowledges that the Union's agreed variance from the Substitutes Act, (65 ILCS 5/10-2/1-4) 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.

Further, in accordance with the authority granted to the City Manager in Section 2-62 of the Rochelle Municipal Code, the City Manager has the sole authority to appoint an interim Fire Chief when a vacancy occurs. Nothing herein shall restrain the authority of the City Manager in any interim appointment, hire or termination of a Fire Chief. Should the City Manager, in his or her sole discretion, determine that a vacancy in the position of Fire Chief will be filled on an interim basis by an individual in the rank of the Lieutenant, the City agrees that such appointment will create a temporary vacancy in the rank of Lieutenant. That temporary vacancy in the rank of Lieutenant shall be filled by an acting lieutenant for a maximum of 180 days, or

by promotion after 180 days. The temporary vacancy in the rank of lieutenant shall be filled by a bargaining unit member who is qualified as an acting lieutenant as defined by the contract.

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). If any sworn member of the department is appointed as interim chief, their reassignment shall not be considered one of the two (2) available slots for vacation scheduling. 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 the Substitutes Act, (65 ILCS 5/10-2/1-4), 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 four (4) hours shall be filled according to this section.

- All vacancies requested 10 days in advance that are 4 hours or greater shall be filled according to the rotation system.
- Any vacancy 4 hours or more requested less than 10 days in advance will be filled on an “ask, no force” policy. If no one accepts this vacancy, the request will be denied.
- A total of 6 hours total may be broken into smaller increments in any 24 hour shift amongst its members. If one of those increments is 4 hours, it will be filled as stated above.

2. (a) The earliest approved (first) 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.

(b) After execution of this Agreement and once the City has hired three (3) additional full-time firefighter as referenced in Section 12.3(a)(1), the second 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. This subsection shall sunset upon the hiring of the sixth new full-time firefighter or January 1, 2026, whichever occurs first.

3. The second earliest approved (second) vacancy shall be filled by a bargaining unit member according to the rotation system. If all bargaining unit members pass the assignment, the firefighter with the least forced hours working the off-going shift according to the rotation list shall be required to work overtime (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.)

5. If the vacancy is the lieutenant, only a firefighter with Fire Officer I certification may fill the vacancy.

6. Separate non-overlapping vacancies within a shift will be considered first vacancies for the purposes of fill back.

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, resignation, retirement, or death of a certificated employee, the City may temporarily fill such opening at its discretion by the following process:

1. Written notice of such opening will be posted no later than the date of vacancy on the bulletin board by the City for a period of ten(10) calendar days and an employee may bid in writing. This same process shall be repeated until all transfer bids are implemented;
2. From among those employees who bid, who the City determines are qualified (skill, ability, and required experience) and whose transfer to such opening would not adversely affect the Department's effectiveness, efficiency, or ability to work as a unit, the opening will be filled by the employee with the greatest seniority.
3. If there are no successful bidders, the City shall fill such opening by the least senior certificated employee otherwise satisfying the requirements of paragraph (2).
4. No later than forty-five (45) consecutive calendar days after all transfer bids are implemented, a new employee shall be hired to fill the vacancy.

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

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

next year. Hours accumulated over the maximum shall be paid to the employee on his anniversary date at his standard rate.

Section 12.6. The City shall have the right to require an employee to work overtime; provided, however, no employee shall work overtime without prior approval of the City.

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

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

ARTICLE XIII - UNPAID LEAVES OF ABSENCE

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

Section 13.2. Emergency Leave. Upon written request from an employee stating the reason, beginning date, and anticipated ending date, a leave may be granted for up to thirty (30) calendar days, subject to renewal or extension thereof to a maximum of twelve (12) months. No request for such leave will be arbitrarily denied. For any leave of thirty (30) calendar days or less, an employee shall be guaranteed the right to return to said employee's job or the job to which the employee would have been transferred absent such leave. Absent a prior written guarantee to the contrary upon the return of an employee from such a leave in excess of thirty (30) calendar days, the City shall make a reasonable attempt to return the employee to his original position or to one of comparable skill and compensation.

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

or state law in effect at that time.

Section 13.4. Union Business.

- (A) Union Meetings. Subject to exception caused by the need for orderly scheduling or by emergencies, the City shall permit elected officials of the state, or international Union reasonable time off, with no loss of pay if employees use "traded" time, to attend general, board or special meetings of the Union provided that request for such leave is presented to the Chief, in writing, sufficiently in advance of such leave that the Chief can schedule a replacement without using overtime and provided further that the names of all such officials and officers shall have been previously certified in writing to the City in accord with this Agreement.

- (B) Conferences. No more than one (1) employee at a time nor more than two (2) employees annually, otherwise designated or chosen as a delegate to the Union's state or international conferences shall, upon written application submitted to the City by the Union sufficiently in advance of such conference that the Chief can schedule a replacement without using overtime, be granted a leave of absence, with no loss of pay if employees use "traded" time, for a period of time not to exceed seven (7) calendar days to attend such conference.

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

Section 13.6. Family Medical Leave. Family medical leave shall be governed by applicable law and the City's Family Medical Leave policy in effect as of the date of this Agreement, except that Section 7 shall read as follows:

Employment Status

- a. During an *unpaid* leave under this policy, the employee will not accrue any benefits that accrue according to length of service e.g., paid vacations.

- b. Upon the conclusion of an approved leave, the employee will be restored to her or his former position or to an equivalent position (with respect to pay, benefits, and other terms and conditions of employment) with any general pay increases or benefits enhancements granted during the leave, provided that:

- (1) An employee returning from a personal medical leave will be required to obtain and present certification from her or his health care provider that the employee is able to resume work.
- (2) An employee returning from leave has no greater rights to a position or benefits than had he/she been continuously working during the leave period (e.g., in the case of lay-off).
- (3) An employee on an approved leave may not perform work of a similar nature for another City during that leave."

ARTICLE XIV - PAID LEAVES OF ABSENCE

Section 14.1. Bereavement Leave. An employee shall be granted one (1) twenty four (24) hour working day, which includes the day of the funeral or paid bereavement leave to attend the funeral of an immediate family member. Employees shall be provided with any additional day of paid bereavement leave upon proof of travel out of state to attend such funeral or memorial services. For purposes of this policy, "immediate family" is defined as the employee's current spouse, child, stepchild, parent, stepparent, mother-in-law, father-in-law, grandparent, sister, brother, sister-in-law, brother-in-law, aunt, uncle, grandchild, or any relative living in the employee's household. No paid bereavement leave will be provided for holidays, vacations, nor for days on which employees are not scheduled to work. At the request of the Chief, the employee shall be required to show proof of relationship to deceased and attendance at said funeral.

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

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

An employee taking bereavement leave will not be forced in for either the two (2) days prior to or two (2) days after the bereavement leave day(s) as selected by the employee.

Section 14.2. Short Term Military Leave. An employee who is an active or reserve member of any of the armed forces shall be granted time off and compensation consistent with the Illinois Service Employment and Reemployment Rights Act. ("ISERRA").

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

1. The injury or illness prevents the employee from working hours she or he is otherwise scheduled to work.
2. The employee is not otherwise entitled to compensation by reason of statute.
3. Sick leave shall accumulate at the rate of ninety-six (96) hours per year, computed on the employee's anniversary date for each year in which an employee actually works at least 1250 hours, to a maximum of 1430 hours. Upon written notice from the Fire Chief, an employee who has completed his/her probationary period shall be awarded 48 hours of the 96 hours that would otherwise be given at the end of an employee's first year of service. Thereafter, upon completion of the first year, the other 48 hours shall be awarded.
4. Paid sick leave hours used by an employee shall be subtracted from the employee's accumulated total.
5. Hours paid as sick leave shall not be hours worked for overtime purposes.
6. An employee shall continue to accrue and receive the other benefits under this Agreement during use of paid sick leave, except for Bereavement pay.
7. An employee shall not be vested in and thus shall not be paid any amount for accrued paid sick leave at the time the employment relationship is ended for any reason, other than reaching retirement eligibility and meeting the conditions outlined in Section 14.3.10. An employee that uses less than 3 days sick leave for a period of 1 year, shall receive a good attendance incentive award at his or her anniversary date based on the following schedule:
 - A. Zero (0) hours used - \$375
 - B. Less than or equal to 24 hours used - \$275
 - C. Greater than 24 but less than or equal to 48 hours used - \$175

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

8. An employee who takes sick leave on a Holiday for which the employee is scheduled to work shall only receive Holiday pay pursuant to Section 16.1

- 9. After completing the probationary period the employee's date of employment shall be used for calculating sick leave benefits.

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

If an employee has no accrued vacation, the employee may use accrued sick time for a family illness or medical emergency in accordance with the Illinois Sick Leave Act.

Any employee who has six (6) sick leave occurrences in a calendar year may be required to provide a doctor's note for any subsequent call-off demonstrating a doctor/clinic visit for the date of the absence before being returned to work. Failure to provide a doctor's note as required or continued call-offs shall result in disciplinary action. An "occurrence" shall be consecutive days of absence due to the same illness or injury. The Chief may also, in his discretion, require a physician's statement when the Chief has just cause to believe that an employee may be abusing sick leave.

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

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

An employee who is called for jury service shall be granted paid time off for the time the employee's presence is required in court for up to three (3) calendar-weeks annually. The employee shall receive pay only for such time the employee otherwise would have worked. The City will pay the employee's normal straight time wage not to exceed the employee's normal daily or weekly week hours. Payment of mileage to and from court is not be taken into consideration when calculating amounts. Jury duty will be treated as time worked for the purpose of overtime calculation. In the event the employee is released by the Court at least two (2) hours prior to completion of the employee's regularly scheduled shift, said employee shall report for work for the remainder of that shift.

Upon completion of jury service and as a condition to receiving this Civic Duty Pay, the employee shall submit to the City clear proof of the days served.

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

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

Section 14.8. Personal Day. A newly hired employee shall receive two (2) 24-hour personal days at the time of hire. The employee may use one (1) personal day after 90 days of employment, and (1) personal day after 180 days of employment .

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

Section 14.9. Firefighter/paramedic Disability.

1. All firefighter/paramedic employees shall promptly notify the Fire Chief and the City's Human Resources Director of any illness, injury or condition which has disabled the employee to the extent that the employee is, or will be, incapable of performing all of the essential functions of a Firefighter/paramedic for a period in excess of [3] consecutive scheduled shift days, whether or not such illness, injury or condition is work-related, permanent or temporary.
2. Upon receipt of such notification, the employer may request the employee to provide verification from the employee's health care provider of the nature and severity of the disabling illness, injury or condition, and the expected duration of the need for time off, and any restrictions or accommodations which the employee or the employee's health care provider believe are necessary in order for the employee to be able to work either as a firefighter/paramedic or in an alternative position under Section 3 of this Article.
3. Following receipt of verification from the employee's health care provider that an employee will not be able to work as a firefighter/paramedic, regardless of whether the employee's disability is deemed to be temporary (expected to last less than six months) or permanent/long term (expected to last six months or more):

(a) The employer may, in its discretion, offer to the employee any open and available position within the Fire Department, full-time or part-time, for which the employee is qualified and which the employee is able to perform, in lieu of any leave of absence available to the employee.

(b) Any employee placed on an alternative assignment shall not be considered a full-time certificated staff member under Section 12.3 of this Agreement.

(c) If there are no open and available positions within the Fire Department, the employer may, in its discretion, offer to the employee any open and available positions within any department of the employer, full-time or part-time, for which the employee is qualified and which the employee is able to perform, in lieu of any leave of absence available to the employee; provided, however, that such offer does not violate the terms of any other collective bargaining agreement.

If an open position is offered but not accepted, the employee shall not be entitled to placement in an alternative position at the expiration of any leave and/or paid time off used. While serving in a position other than firefighter/paramedic, the employee shall receive the wage commensurate with the employee's rank and shall continue to accrue seniority and maintain the same health coverage and pension terms as provided for in this Agreement; provided, however, that the employee shall not be entitled to Garcia Days. Nothing in this provision shall require the employer to create any light-duty or temporary positions or to bump any other employee.

4. An employee found to be temporarily disabled as a firefighter/paramedic shall not be able to return to work as a firefighter/paramedic until the employer has had a reasonable opportunity to verify the employee's physical and/or mental fitness for duty for the condition for which they were relieved:
 - a) An employee who provides verification of fitness for duty from the employee's health care provider, shall include in said verification his health care provider's opinion regarding the employee's ability to perform the essential functions of a firefighter/paramedic.
 - b) Within seven (7) days following receipt of such verification, the Employer may request the employee to provide further information from the employee's health care provider and/or may require the employee to undergo an independent examination at the employer's expense, and the employee shall comply with such request(s). Within fourteen (14) days of receipt of the employee's verification of fitness for duty, the Employer shall contact the independent examiner to schedule an appointment for the earliest available time.
 - c) If the information supplied to the employer by the employee's health care provider and the independent examination are in conflict the Union and the employee may request

that a third-party examine the employee, in which case the Union and the Employer must agree upon the third party examiner. Within fourteen (14) days of receipt of the request, the Employer shall contact the third party examiner to schedule an appointment for the earliest available time.

- d) The Employer, and the Union and/or the employee will share the cost of the third-party examination equally, and the Union, the employer and the employee agree to be bound by the result of that examination.
5. Notwithstanding any other provisions of this section, the employer may, entirely at its discretion, return the employee to full duty as a firefighter/paramedic immediately upon release to full duty by the employee's health care provider or may have the employee remain in an alternative position or on leave. If not returned to full duty and it is ultimately determined that the employee was fit for duty as a firefighter/paramedic from the date of the employee's receipt of an opinion of the employee's health care provider so stating, the employee shall be entitled to repayment of missed wages as well as Garcia Days which the employee would have received from said date, less the amount of any wages and other compensation received while on alternative duty.
 6. Notwithstanding any other provisions of this section, an employee shall not be required to waive or forego any benefits or rights under the Public Employee Disability Act.

ARTICLE XV – WAGES

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

Section 15.2. Payday shall be on every other Friday for the payroll period ending at midnight the prior Sunday. For those who elect to receive payroll payment by paper, the paychecks shall be mailed on that Friday payday, or, in the event such is a holiday, on the last regular workday prior to that holiday. For those employees who elect electronic payroll payment, information regarding their electronic distribution shall be available on the electronic employee portal.

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

- (A) An employee who is certified as an EMT-P shall maintain such certification.

Section 15.4. Completion of Training. An employee will receive a one- time payment in accordance with the below, on the employee's anniversary date following certification or successful completion (if certification is not offered) of each of the following:

\$200 For each of the following:

- | | | |
|--------------------------------|-------------------|----------------------------------|
| Instructor I | Advance Tech FF | Fire Inspector |
| Rescue Diver | Fire Investigator | Public Educator |
| Vehicle & Machinery Tech | | Water Ops |
| Structural Collapse Operations | | Confined Space Rescue Operations |
| Company Officer School | | Trench Rescue Operations |

\$400 For the following:

\$1000 For the following:
Company Fire Officer

Section 15.5. Acting In a Higher Rank. In the event that a Lieutenant is absent, the most senior firefighter who is Fire Officer 1 certified on duty assumes the role of “Acting Lieutenant” and shall be paid at the then current Lieutenants wage for all time worked in a higher rank.

ARTICLE XVI - HOLIDAYS AND HOLIDAY PAY

Section 16.1. An employee shall receive Holiday Pay, computed at one and one-half (1-1/2) times the employee's regular rate of pay times eight (8) hours, for the following thirteen (13) paid Holidays, unless the Holiday falls on an employee's regularly scheduled Garcia day:

1.	New Year's Day	8.	Veteran’s Day
2.	Martin Luther King Day	9.	Thanksgiving Day
3.	Good Friday	10.	Day after Thanksgiving Day
4.	Memorial Day	11.	Christmas Eve Day
5.	Independence Day	12.	Christmas Day
6.	Labor Day	13.	New Year’s Eve Day
7.	Columbus Day		

Section 16.2. An employee who is scheduled to work and who works during the twenty four (24) hour period of a paid holiday shall receive 2.07 times the employee's regular rate of pay for those hours worked on that holiday, and also receive holiday pay.

Section 16.3. Holidays shall be observed on the date provided in Appendix C.

Section 16.4. Holiday pay shall be paid on the payday following the end of the payroll period in which the holiday is observed.

Section 16.5. If a firefighter requests vacation time on a contract holiday, and all POC firefighters and bargaining members, as may be the case, pass the assignment, the vacation request for that day will be denied and there will be no forceback.

ARTICLE XVII - VACATION AND VACATION PAY

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

<u>Years of Service</u>	<u>Vacation and Vacation Pay</u>
After 1 year	Three 24 hour days
After 2 years	Six 24 hour days
After 5 years	Seven 24 hour days
After 8 years	Eight 24 hour days
After 12 years	Nine 24 hour days
After 14 years	Ten 24 hour days
After 16 years	Twelve 24 hour days

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

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

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

Section 17.3. Except as herein otherwise provided, vacation must be taken during the twelve

(12) month period following the date of accrual. An employee may accumulate and carry over an aggregate maximum of five (5) twenty four (24) hour days from one anniversary year to the next; except, any additional time accrued and not taken due to a workman's compensation injury or illness may also be carried over into the following year. If any employee has excessive unused accrued vacation, except for that due to a workman's compensation injury or illness, remaining in the thirty (30) days preceding the employee's next date of accrual the City shall require the employee to take the vacation during that last month or require the employee to forfeit the vacation and to then receive vacation pay.

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

Section 17.5 Vacation time shall be taken in the hourly increment approved by the Chief in a minimum of 2-hour increments; provided, however, that the Chief's discretion to deny a two-hour vacation request shall not be grievable unless arbitrary or capricious.

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

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

ARTICLE XVIII - INSURANCE

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

Section 18.1.2 Employees shall pay a percentage of the total premium for the chosen level of health coverage according to the following schedule:

[* "Family" is defined as "Employee plus Eligible Dependents"]

Coverage Level:	Term of CBA
Employee Only:	18%
Family	20%

The employee's portion of the premium 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 twenty-four (24) 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 City shall provide the Union written notice of any change in coverage or carrier and the reason(s) therefore at least thirty (30) days prior to implementation of such change(s). Furthermore, if the premium amount decreases from its current level, the City shall have the duty to bargain with the Union prior to implementing this decrease.

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

Section 18.4. Life Insurance. The City shall provide an employee with a life insurance benefit in the amount of fifty thousand dollars (\$50,000.00) at no cost to the employee.

Section 18.5. The City shall supplement the existing health care plan so that the employee pays no expenses for inoculations, immunization shots or required medical tests for an employee and for members of the employee's family when such becomes medically necessary as a result of the employee's exposure to a contagious disease in the course of duty.

ARTICLE XIX - TRAINING AND EDUCATION

Section 19.1. Training. The City will provide release time, reimbursement for reasonable costs due to attendance, and reimbursement for tuition, books and related fees for an employee to attend training programs; provided that the programs have been pre-approved by the Chief and are required as a condition of continuing employment. Off-site or off-duty training will not be compensable if on-site, on-duty training has been made available. Training programs shall include the following:

A. Basic Training. Basic Training for full-time firefighters includes the following training:

- 1. Rope Rescue Operations
- 2. Hazardous Materials Technician
- 3. Fire Apparatus Engineer
- 4. Vehicle Machinery Operations.
- 5. All necessary prerequisites for any basic training course as required by the Illinois State Fire Marshal or the Illinois Department of Public Health.

Basic Training shall be completed within the first three (3) years following the employee's completion of probation.

B. Mandated Training. Mandated Training includes Basic Training and courses required by the City to maintain employment and certification, including EMT-P continuing education. Time spent attending mandated training while off duty is compensable.

C. Specialized Training. Specialized Training includes optional training or courses taken by a firefighter after completing Basic Training, which are not included in Mandated Training. No Specialized Training will be approved prior to completion of Basic Training. Time spent attending other specially scheduled training sessions of the fire department as a whole may be compensable at the discretion of the Fire Chief.

Section 19.2. Education. The attached Rochelle Fire Department Education Policy (Appendix F) provides the basic guidelines for eligibility and reimbursement for completion of educational courses.

Section 19.3. Travel Allowance. Bargaining unit members shall be subject to the Travel Reimbursement Policy in place at the time of ratification of this Agreement and applicable to other City employees.

ARTICLE XX - CLOTHING ALLOWANCE

Section 20.1. As outlined in Appendix D, the City shall provide the initial uniform and equipment and replace same due to damage or wear at the Fire Chief's discretion.

ARTICLE XXI -RETIREMENT NOTICE INCENTIVE

Section 21.1. Any employee eligible to receive retirement benefits from the City of Rochelle Fire Pension Fund after 20 years of service and upon leaving City employment at retirement or eligible to receive a line of duty disability pension shall be eligible for a one-time bonus incentive equivalent to six (6) weeks' pay provided he or she notifies the City of his or her intent to retire no fewer than ninety (90) days prior to said employee's retirement date. Should an employee initially separated from employment with a line of duty pension return to employment and become eligible to receive retirement benefits from the City of Rochelle Fire Pension Fund after 20 years of service, he or she will not be eligible for any additional bonus incentive even when ninety (90) days' notice has been provided prior to retirement if the employee already received this incentive payment at the time he or she received a line of duty disability pension. This benefit is in lieu of Longevity Pay.

ARTICLE XXII - INDEMNIFICATION OF EMPLOYEES

Section 22.1. The City's obligations for indemnifying employees for conduct and actions arising from and within the scope of employment, shall be defined and limited by applicable Illinois statute.

ARTICLE XXIII – SAFETY

Section 23.1. The parties to this Agreement hold themselves responsible for mutual cooperation in enforcement of safety rules and regulations.

Section 23.2. To comply with Department of Labor Standards for an annual physical exam providing a safe and efficient Fire Department, the City and the Union agree to be guided by applicable NFPA standards.

ARTICLE XXIV - POLICE AND FIRE COMMISSION

Section 24.1. Consistent with the applicable law for the State of Illinois, nothing herein shall usurp or infringe upon the rights of the City of Rochelle Board of Fire and Police Commission except as such may legally and properly be modified or limited by the terms of this Agreement.

Section 24.2. With regard to disciplinary matters concerning which the Police and Fire Commission does not, by law, have exclusive jurisdiction, the employee may elect to seek review or appeal either through the Grievance Procedure under this Agreement or through the

procedures of the Police and Fire Commission. Such election shall be irrevocable and exclusive and must be made by written notice to the Chief within seven (7) calendar days from the date the employee is notified of the discipline.

Section 24.3. Promotions. Details are outlined in a separate “Letter of Agreement” between Local 3445 and the Fire and Police Commission.

Section 24.4. Residency. If it takes longer than fifteen (15) minutes to respond to the station on an emergency tone, employee will forfeit any rights to compensation, except at the discretion of the chief.

ARTICLE XXV - SAVINGS CLAUSE

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

ARTICLE XXVI - COMPLETE AGREEMENT

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

ARTICLE XXVII - DURATION AND TERMINATION

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

Section 27.2. This Agreement shall be in full force and effect as of May 1, 2023 or as otherwise stated and shall remain in effect until midnight of April 30, 2027 and shall continue thereafter in full force and effect from year to year unless written notice of desire to terminate, amend or modify this Agreement is given by either party to the other in writing by registered mail at least ninety (90) days and no more than one hundred twenty (120) days prior to the aforesaid termination date.

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

Executed as of this ____ day of April 2023.

CITY OF ROCHELLE, IL

ROCHELLE FIRE FIGHTERS
ASSOCIATION LOCAL #3445, IAFF

APPENDIX A: CITY OF ROCHELLE FIRE DEPARTMENT WAGE SCHEDULE

For each year of the contract beginning May 1, 2023, an across-the-board increase is applied as follows:

1/1/2024	3.00%
1/1/2025	3.00%
1/1/2026	3.00%
1/1/2027	3.00%

The City agrees that if the ICOPS(or any successor exclusive labor representative) earns additional compensation in 2026/2027, the same additional compensation will be provided to the members of Local 3445.

Wages for the contract period are shown on the grid below.

	Jan - 3%		Jan - 3%		Jan - 3%		Jan - 3%		Jan - 3%	
YRS	2023		2024		2025		2026		2027	
YRS										
0	\$ 21.56	\$ 59,288.63	\$ 22.21	\$ 61,067.29	\$ 22.87	\$ 62,899.31	\$ 23.56	\$ 64,786.29	\$ 24.27	\$ 66,729.88
1	\$ 24.83	\$ 68,270.81	\$ 25.57	\$ 70,318.94	\$ 26.34	\$ 72,428.51	\$ 27.13	\$ 74,601.36	\$ 27.94	\$ 76,839.40
2	\$ 26.05	\$ 71,639.13	\$ 26.83	\$ 73,788.30	\$ 27.64	\$ 76,001.95	\$ 28.47	\$ 78,282.01	\$ 29.32	\$ 80,630.47
3	\$ 27.35	\$ 75,225.77	\$ 28.18	\$ 77,482.54	\$ 29.02	\$ 79,807.02	\$ 29.89	\$ 82,201.23	\$ 30.79	\$ 84,667.26
5	\$ 28.73	\$ 78,999.53	\$ 29.59	\$ 81,369.51	\$ 30.48	\$ 83,810.60	\$ 31.39	\$ 86,324.92	\$ 32.33	\$ 88,914.66
7	\$ 29.88	\$ 82,180.72	\$ 30.78	\$ 84,646.14	\$ 31.70	\$ 87,185.53	\$ 32.65	\$ 89,801.09	\$ 33.63	\$ 92,495.12
9	\$ 33.93	\$ 93,314.89	\$ 34.95	\$ 96,114.33	\$ 36.00	\$ 98,997.76	\$ 37.08	\$ 101,967.70	\$ 38.19	\$ 105,026.73

- All new hires shall be paid at the start rate regardless of certifications. If an employee has not attained paramedic certification by their anniversary date, they shall receive ten percent (10%) less then the step schedule in Appendix A. For example, from execution of the contract until December 31, 2023 the pay scale would be as follows:
 - - Start: \$21.56 (\$59,290)
 - Year 1: \$22.35 (\$61,454.25)
 - Year 2: \$23.46 (\$64,498.50)
 - Year 3: \$24.62 (\$67,691.25)

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

I, _____, hereby authorize my City, the City of Rochelle, to deduct from my wages the uniform amount of monthly dues set by the Union and to remit such dues to the Union as it may from time to time direct provided such is in accord with the provisions of Article III of the Agreement.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice via U.S. mail to both the Employer and IAFF Local 3445.

Revocation will be effective no later than 30 days after receipt of notice to the Employer and IAFF Local 3445. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless I revoke it in writing as provided above.

Signed: _____ Date: _____

Address: _____

City: _____

State: _____ ZIP: _____ Telephone: _____

APPENDIX C: HOLIDAY OBSERVATION DATES

HOLIDAY	2024	2025	2026	2027	2028
New Year's Day	January 1	January 1	January 1	January 1	January 1
MLK Day	January 15	January 20	January 19	January 18	January 17
Good Friday	March 29	April 18	April 3	March 26	April 7
Memorial Day	May 27	May 26	May 25	May 31	
Independence Day	July 4	July 4	July 4	July 4	
Labor Day	September 2	September 1	September 7	September 6	
Columbus Day	October 14	October 13	October 12	October 11	
Veteran's Day	November 11	November 11	November 11	November 11	
Thanksgiving	November 28	November 27	November 26	November 25	
Day After Thanksgiving	November 29	November 28	November 27	November 26	
Christmas Eve	December 24	December 24	December 24	December 24	
Christmas Day	December 25	December 25	December 25	December 25	
New Year's Eve	December 31	December 31	December 31	December 31	

APPENDIX D: CLOTHING ALLOWANCE

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

Hats:

- Stocking cap (navy blue or black) with “RFD” logo (as needed).
- Baseball style cap (navy blue or black) with “Rochelle Fire” logo on front (1).

Shirts:

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

Coats: Lime green jacket with rain repellant shell (as needed).

Pants: Navy blue station or EMS pant (2).

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

Shoes: Employees will be reimbursed up to \$175 per contract year (or \$350 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. Tattoos depicting nudity and/or vulgarity shall be covered at all times when on duty or in attendance at any fire department activity.

APPENDIX E: SUBSTANCE ABUSE AND TESTING

Section 1.1 Statement of City Policy

It is the policy of the City of Rochelle that the public has the right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City expects their employees will report to work fit and able for duty. The purposes of this policy shall be achieved in such a manner as to not violate any established rights of the employees. Despite off-duty consumption of marijuana and alcohol being legal in the state of Illinois, no employee is permitted to report to work or work while under the influence of either marijuana or alcohol.

Section 1.2 Prohibitions

Employees shall be prohibited from:

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

Section 1.3 Drug and Alcohol Testing Permitted

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

Section 1.4 Reasonable Suspicion or Post-Accident Standard

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

- a. Observable phenomena such as direct observation of the use or the verifiable physical symptoms resulting from using or being under the influence of drug or alcohol; or,
- b. First hand information provided by an identifiable, reliable and credible third party that an employee has recently used illegal drugs, or is consuming or under the influence of alcohol or marijuana during the course of the work day.
- c. When the employee is involved in an on-duty accident with one or more of the following:
 - 1) personal bodily injury; or
 - 2) property damage exceeding \$5,000 to either City property and/or the property of the third party; or
 - 3) there is reasonable suspicion of drug use or alcohol abuse.

Section 1.5 Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted a reasonable opportunity, not to exceed one hour, to consult with a representative of the Union at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel. Refusal to submit to such testing shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 1.6 Tests to be Conducted

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

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act.
- b. Insure that the laboratory or facility selected conforms to all State of Illinois testing standards;
- c. Establish a chain of custody procedure for both sample collection and testing will

insure the integrity of the identity of each sample and test result. No employee below the rank of Lieutenant covered by this Agreement shall be permitted at any time to become a part of such chain of custody.

- d. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- e. Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security of the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- f. Confirm any sample that test positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- g. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Chief within seventy-two (72) hours of receiving the results of the tests;
- h. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests. A "positive" test result shall be a tetrahydrocannabinol concentration level of either 5 nanograms or more of delta-9-tetrahydrocannabinol per milliliter of whole blood or 10 nanograms or more of delta-9-tetrahydrocannabinol per milliliter of other bodily substance
- i. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that showing any alcohol concentration of .05 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- j. Provide each employee tested with a copy of all information and reports received

by the City in connection with the testing and the results;

- k. Ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 1.7 Right to Contest

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

Section 1.8 Voluntary Requests for Assistance

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

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

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

Section 1.9 Discipline

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

Section 1.10 Random Testing:

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

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

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

APPENDIX F: ROCHELLE FIRE DEPARTMENT EDUCATIONAL POLICY

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

I. General Information

Educational reimbursement by the City is subject to:

- A. Course approval by the Fire Chief.
- B. Successful Completion (grade C> or certificate).

II. College Degree (Fire)

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

III. College Degree (Other)

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

IV. Reimbursement and Compensation

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

APPENDIX G – LIEUTENANT OVERTIME

Local #3445 and the City of Rochelle agree to permit full-time, certificated Rochelle Lieutenants to participate with an equal share in the Union’s overtime rotation system for vacancies as described in Section 12.3 of the Collective Bargaining Agreement between Local #3445 and the City of Rochelle, and consistent with the rules and structure of that rotation system. Both the Union and the City reserve the right to unconditionally withdraw this agreement at any time. The notices shall be in writing and filed fourteen (14) calendar days prior to the withdrawal with the Union’s President and the City Manager and/or Human Resources Director.