

**AGREEMENT
BETWEEN
CITY OF DES PLAINES
AND
DES PLAINES PROFESSIONAL FIREFIGHTERS UNION
– INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 4211**

2021-2024

TABLE OF CONTENTS

	<u>Page</u>
AGREEMENT	4
ARTICLE I - RECOGNITION & REPRESENTATION.....	4
ARTICLE II - NO DISCRIMINATION.....	5
ARTICLE III - MANAGEMENT & UNION RIGHTS	5
Section 3.1. Management Rights	5
Section 3.2. Union Rights	6
Section 3.3. Customs and Procedures.....	6
ARTICLE IV - GRIEVANCE PROCEDURE	6
Section 4.1. Procedure	6
Section 4.2. Timeliness of Grievances.....	9
Section 4.3. Right to File Grievances	9
Section 4.4. Meetings and Investigations	9
ARTICLE V - NO STRIKES - NO LOCKOUTS	10
ARTICLE VI - WAGES	10
Section 6.1. Wages.....	10
Section 6.2. Advancement in Salary Schedule for Non-Officers and Officers.....	11
Section 6.3. Longevity Pay	12
Section 6.4. Acting Pay.....	12
Section 6.5. Paramedic Evaluator Pay	13
Section 6.6. Uniforms	13
Section 6.7. Certification and Training Pay.....	13
Section 6.8. Back-up Engineer Certification	15
ARTICLE VII - HOLIDAYS	15
Section 7.1. Holiday Accrual and Pay	15
Section 7.2. Holidays Actually Worked	16
Section 7.3. Holiday During Vacation.....	16
ARTICLE VIII - SCHEDULED REDUCTION IN HOURS DAYS.....	16
ARTICLE IX - PERSONAL LEAVE	17
Section 9.1. Personal Leave Accrual for Non-Officers	17
Section 9.2. Personal Leave Accrual for Officers.....	17
Section 9.3. Non-Accumulation of Personal Leave.....	18
Section 9.4. Personal Leave Eligibility.....	18
Section 9.5. Pay Out of Accrued Personal Leave Upon Retirement	18
ARTICLE X - VACATION.....	18
Section 10.1. Vacation Accrual	18
Section 10.2. Vacation Eligibility.....	19

TABLE OF CONTENTS

	<u>Page</u>
Section 10.3. Non-Accumulation of Vacation.....	19
Section 10.4. Break in Service or Separation	19
Section 10.5. Pay Out of Accrued Vacation Upon Retirement.....	20
ARTICLE XI - SICK LEAVE.....	20
Section 11.1. Sick Leave Accrual & Use for Non-Officers.....	20
Section 11.2. Sick Leave Accrual & Use for Officers	20
Section 11.3. Continuation of Sick Leave Accrual.....	21
Section 11.4. Sick Leave Eligibility	21
Section 11.5. Retiree Health Savings (RHS) Plan	21
Section 11.6. Retiree Health Savings (RHS) Plan for Non-Officers	22
Section 11.7. Retiree Health Savings (RHS) Plan for Officers	23
Section 11.8. Sick Leave Incentive.....	24
Section 11.9. Vesting.....	24
ARTICLE XII - SCHEDULING OF PAID LEAVE.....	25
Section 12.1. Scheduling of Paid Leave	25
Section 12.2. Donation of Paid Leave	25
ARTICLE XIII - FUNERAL LEAVE.....	25
ARTICLE XIV - UNPAID LEAVES OF ABSENCE	26
Section 14.1. General Leave	26
Section 14.2. Military Leave.....	26
Section 14.3. Family and Medical Leave.....	26
ARTICLE XV - HEALTH INSURANCE.....	26
Section 15.1. Medical Insurance.....	26
Section 15.2. Employee Contributions to Health Insurance Premiums.....	27
Section 15.3. Prescription Drug Benefit	28
Section 15.4. Flexible Benefit #125 Plan.....	28
Section 15.5. Life Insurance	29
Section 15.6. City Discretion to Select Carrier.....	29
Section 15.7. Dental Insurance	29
Section 15.8. Vision Insurance	29
ARTICLE XVI - CALL BACK, OVERTIME, & COMPENSATORY TIME	29
Section 16.1. Call-Back Pay	29
Section 16.2. Overtime Pay	29
Section 16.3. Special Overtime Rate	30
Section 16.4. Compensatory Time.....	31
Section 16.5. No Pyramiding.....	32
ARTICLE XVII - MISCELLANEOUS.....	32
Section 17.1. No Repeal of Board of Fire and Police Commissioners.....	32
Section 17.2. Labor Management Committee	32

TABLE OF CONTENTS

	<u>Page</u>
Section 17.3. Safety Equipment and Clothing	32
Section 17.4. Safety Advisory Committee.....	32
Section 17.5. Drug and Alcohol Policy	33
Section 17.6. Employee Physicals	33
Section 17.7. Staffing of Fire Prevention Bureau, Special Overtime Rate for Fire Inspectors.....	33
Section 17.8. Removal of Discipline	34
ARTICLE XVIII - DEDUCTION OF UNION DUES.....	35
Section 18.1. Indemnification	35
Section 18.2. Check-Off	35
ARTICLE XIX - BILL OF RIGHTS.....	35
ARTICLE XX - TERMINATION AND LEGALITY CLAUSES.....	36
Section 20.1. Savings Clause	36
Section 20.2. Ordinances	36
Section 20.3. Termination.....	36
MEMORANDA OF UNDERSTANDING.....	38
Memorandum Of Understanding: Trade Policy	38
Memorandum Of Understanding: Voluntary Employee Benefit Assoc. (VEBA)	38
Memorandum Of Understanding: Promotions.....	38
Memorandum Of Understanding: Early Notification of Retirement Bonus.....	38
APPENDIX	
Appendix A & A-1 - Salary Schedules.....	41
Appendix B - FLSA 7 (g) (2) AGREEMENT - Special Overtime.....	44
Appendix C - FLSA 7 (g) (2) AGREEMENT - Fire Prevention Bureau	45
Side Letter	46

AGREEMENT

This Agreement is entered into by and between the CITY OF DES PLAINES, ILLINOIS (hereinafter referred to as the "City") and the DES PLAINES PROFESSIONAL FIREFIGHTERS UNION, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4211 (hereinafter referred to as the "Union").

WHEREAS, it is the intent and purpose of this Agreement to promote and improve employee relations between the City and its employees; aid toward the economical and efficient operation of the City; make reasonable provisions for the safety and health of the employees; accomplish and maintain the highest efficiency and quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; ensure against any interruption of work, slowdown or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering general rates of pay, hours of work and certain other conditions of employment to be observed between the parties to this Agreement.

ARTICLE I RECOGNITION & REPRESENTATION

The City recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all full-time, sworn Firefighter/Paramedic, Firefighter/Paramedic assigned Engineer, and Firefighter/Paramedic assigned Fire Inspector (hereinafter collectively referred to as "Non-Officers"); in addition to Fire Lieutenants and Fire Captains (hereinafter referred to as "Officers"). Excluded from the bargaining unit are the positions of Fire Chief, Deputy Fire Chief, Fire Battalion Chief, Fire Division Chief, and all other supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act; all civilian employees; and all other

employees excluded from the definition of “firefighter” as defined in subsection 3(g-1) of the Illinois Public Labor Relations Act.

ARTICLE II NO DISCRIMINATION

In accordance with applicable law and City policy, neither the City nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, sexual orientation, disability, or Union membership, non-membership, or Union activity. Any dispute concerning the interpretation and application of this paragraph with respect to alleged discrimination because of race, sex, age, religion, creed, color, sexual orientation, disability, or national origin shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this agreement.

ARTICLE III MANAGEMENT & UNION RIGHTS

Section 3.1. Management Rights

Unless expressly and specifically restricted or modified by an explicit provision of this Agreement, the City shall retain the sole right and authority to operate and direct the affairs of the City and the Des Plaines Fire Department (hereinafter referred to as the “Fire Department”) in all of its various aspects, including but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement. Among the rights retained is the City's right to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in or at the Fire Department or by the employees of the City; to assign work and transfer employees; to hire, promote, demote, suspend, discipline, or discharge for cause, or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change methods, equipment or facilities.

Section 3.2. Union Rights

The Union shall have the sole right and authority to operate and direct the Union in all of its various aspects, including but not limited to, the right to determine who may be a member, to elect its own officers, and to appoint such of its members as it sees fit to serve on committees meeting with the City or any other governmental agency of any type; to pass and effectuate such rules and regulations governing the conduct of its internal affairs without any interference, directly or indirectly from the City or its officials; to assess dues on its members as it sees fit.

Section 3.3. Customs and Procedures

Such customs and procedures as heretofore enjoyed, exercised and followed by employees not otherwise enumerated in this Agreement shall remain in full force during this Agreement; provided, however, this clause shall be subject to the provisions of Article III, Section 3.1. Grievances concerning this clause shall start at Step 3 of the grievance procedure as set forth in Article IV, Section 4.1.

ARTICLE IV GRIEVANCE PROCEDURE

Section 4.1. Procedure

Should any dispute arise between the parties involving the interpretation or application of any of the specific provisions of this Agreement or the Rules and Regulations of the Fire Department, as applied to individual employees, such dispute shall be settled in accordance with the following procedure. The Union shall have a designated representative (non-board member/steward) for each shift.

STEP 1. WRITTEN TO BATTALION/DIVISION CHIEF OR DESIGNEE

Between the employee, steward, Union representative; and his Battalion/Division Chief or designee. If the grievance is not satisfactorily settled within fourteen (14) calendar days after presentation of the grievance, it shall be reduced to writing indicating the article and section violated and the remedy sought, dated and signed by the employee, steward, Union representative and the Battalion/Division Chief

or his designee on a form provided for the purpose, and appealed to Step 2 within fourteen (14) calendar days of the receipt of the Battalion/Division Chief's or his designee's answer.

STEP 2. APPEAL TO DEPUTY CHIEF

Between the Deputy Chief and the employee, steward, and the Union representative within fourteen (14) calendar days from the date of its appeal in Step 1. If the grievance is not satisfactorily settled within fourteen (14) calendar days of its presentation in Step 2, it may be appealed to Step 3 within fourteen (14) calendar days of receipt of the Deputy Chief's answer.

STEP 3. APPEAL TO CHIEF

Between the Chief and the employee, steward and the Union representative within fourteen (14) calendar days from its appeal from Step 2. If the grievance is not satisfactorily settled within fourteen (14) calendar days of its presentation in Step 3, the Union may appeal the grievance to Step 4 within fourteen (14) calendar days of the receipt of the Chief's answer.

STEP 4. APPEAL TO THE CITY MANAGER AND/OR HIS DESIGNEE

Between the City Manager and/or his designee(s) and the Union within fourteen (14) calendar days from its appeal from Step 3. If the grievance is not satisfactorily settled within fourteen (14) calendar days of its presentation in Step 4, either the City or the Union may appeal the grievance to arbitration within twenty-one (21) calendar days of the receipt of the last answer given by the City.

STEP 5. ARBITRATION

In the event the grievance has not been satisfactorily settled, grievances shall be submitted to final and binding arbitration. The party requesting arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. All persons on such list shall be members of the National Academy of Arbitrators. Within twenty-one (21) calendar days of receipt of the list of arbitrators, the parties shall alternately strike three names each until one name alone remains. The person whose name remains shall be the arbitrator.

Jurisdiction of the arbitrator shall be only in regard to the particular dispute before him, and he shall have no power or authority to add to, subtract from, modify or change in any way any of the terms of this Agreement, or to write any new clause, change an existing clause, or write a new agreement, nor shall he establish wage scales, change any wages or rates of pay. The arbitrator shall have no power to pass upon any subject not specifically provided for in this Agreement or any function that belongs to the City or its designated management as provided for in Article III, Section 3.1.

If the grievance concerns matters not covered by this Agreement, it shall be returned by the arbitrator to the parties without decision.

If the grievance concerns discipline or discharge for cause, the employee must elect within 21 days whether to proceed before the Board of Fire and Police Commissioners ("Board") or to proceed through the grievance procedure.

In the event the employee elects to proceed under the grievance procedure, he shall indicate in writing his choice and specifically waive any right he might otherwise have to proceed before the Board or to proceed to court to review a decision of the Board.

Employees who are returned to their prior rank while in their probationary period following a promotion may not grieve their return to their prior rank.

The right to proceed through the grievance/arbitration procedure for matters of discipline or discharge is reserved for those employees who have successfully completed their initial probationary period.

It is further understood that nothing in this Agreement shall limit the right of the Fire Chief to suspend an employee for not more than five (5) calendar days, nor shall this Agreement limit the right of such employee so suspended to appeal to the Board of Fire and Police Commissioners within the then current State of Illinois statutory time after such suspension for a review thereof or to elect to proceed through the grievance procedure in accordance with the procedures of this article.

In the event a grievance affects a group of employees, the grievance, dated and signed by an individual or group of employees, may be submitted and processed commencing at Step 3. Each party shall assume the cost of presenting its case before the arbitrator. The expenses and fees of the arbitrator shall be shared jointly by both parties.

Section 4.2. Timeliness of Grievances

All grievances shall be presented within fourteen (14) calendar days after the cause of the grievance arises or the employee has knowledge of said grievance or said grievance shall be deemed abandoned. All grievances must be appealed and all answers given within the time limits established in each step of the grievance procedure or they shall be considered settled on the basis of the City's last answer. Exceptions to these time limits may be agreed to in writing by the parties. If the City fails to provide an answer within the time limits so provided, the Union may immediately appeal to the next step, the parties may, by mutual written agreement, skip any of the intermediate steps of the process.

Section 4.3. Right to File Grievances

Only the Union shall have the right to prosecute grievances under this Agreement, and only the Union shall have the right to take to arbitration any grievance which is otherwise arbitrable under this Agreement. If the Union refuses to prosecute a grievance on behalf of any employee; or if the City and the Union settle any grievance filed on behalf of any employee hereunder, the employee who has filed such a grievance or on whose behalf the grievance has been filed shall be conclusively bound thereby and the Union shall thereafter be stopped from reviving or further prosecuting said grievance.

Section 4.4. Meetings and Investigations

All grievance discussions and investigations shall take place in a manner which does not interfere with City operations. Bargaining unit members involved in grievance discussions and investigations shall be given reasonable notice of any meetings called by the City.

**ARTICLE V
NO STRIKES – NO LOCKOUTS**

The Union, its officers and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, willful absence from work or any other intentional interruption of operations, or picketing (if the effect of such picketing is to induce any individual not to pick up, deliver or transport any goods or not to perform any services). Any or all employees who violate any of the provisions of this article may be discharged or otherwise disciplined by the City. The City will not lock out any employee during the term of this Agreement as a result of any labor dispute with the Union.

**ARTICLE VI
WAGES**

Section 6.1. Wages

Employees covered by this Agreement shall receive a 1.75% % increase to their base salaries during the first year of this Agreement, January 1, 2021 to December 31, 2021, on all hours worked or paid for those in the bargaining unit on January 1, 2021. For the second year of this Agreement, January 1, 2022 to December 31, 2022, employees covered by this Agreement will receive a 2.0% increase to their base salaries. For the third year of this Agreement, January 1, 2023 to December 31, 2023, employees covered by this Agreement will receive a 2.25% increase to their base salaries. For the fourth year of this Agreement, January 1, 2024 to December 31, 2024, employees covered by this Agreement will receive a 2.50% increase to their base salaries.

The job classifications and salary ranges shall become effective and shall continue in effect for the duration of this Agreement as listed in Appendix A – Salary Schedules. The classifications listed in Appendix A are intended merely as convenient designations and are not to be deemed descriptive of the only work to be required in a particular job classification. The City may require an employee to do the work of any other employee or any other type of work necessary to the operation, provided the City complies with Article VI.

It is understood and agreed that all non-officers shall, as a term and condition of continued employment, maintain their paramedic licensure.

Section 6.2. Advancement in Salary Schedule for Non-Officers and Officers

Non-Officers in Step 1 shall be eligible for advancement to Step 2 after at least 12 months continuous employment by the City. Non-Officers in Step 2 shall be eligible for advancement to Step 3 after at least 24 months continuous employment by the City. Non-Officers in Step 3 shall be eligible for advancement to Step 4 after at least 36 months continuous employment by the City. Non-Officers in Step 4 shall be eligible for advancement to Step 5 after at least 48 months continuous employment by the City. Non-Officers in Step 5 shall be eligible for advancement to Step 6 after at least 60 months continuous employment by the City. Non-Officers in Step 6 shall be eligible for advancement to Step 7 after at least 72 months continuous employment by the City. Non-Officers in Step 7 shall be eligible for advancement to Step 8 after at least 84 months continuous employment by the City.

Lieutenants in Step 1 shall be eligible for advancement to Step 2 after at least 12 months following promotion to rank. Lieutenants in Step 2 shall be eligible for advancement to Step 3 after at least 24 months following promotion to rank. Lieutenants in Step 3 shall be eligible on their promotion anniversary date for advancement to Step 4 after at least 36 months

Captains will receive a salary of 5% above Step 4 for Lieutenants.

Notwithstanding any other provision of this Agreement, the City has the discretion to deny an employee advancement to the next scheduled step for an Officer or non-officer for reason. If an employee believes that the denial of an advancement in the schedule is arbitrary, capricious or constitutes an abuse of managerial discretion, the Union may file a grievance at Step 3 of the grievance procedure set forth in Article IV of this Agreement within fourteen (14) calendar days after receiving notification of the denial. If an employee is denied advancement in the salary schedule, the employee may request that such denial be reviewed six months after denial. Employees granted advancement as a result of such six-month review shall be thereafter eligible for advancement to the next regularly scheduled step.

An employee permanently re-assigned for reasons other than a promotional, probationary, and/or disciplinary decision within the positions of Firefighter/Paramedic, Firefighter/Paramedic assigned Engineer, Firefighter/Paramedic assigned Fire Inspector and Fire Lieutenant shall maintain the compensation of their former position until such time the compensation of their new position is greater.

Section 6.3. Longevity Pay

Employees with continuous unbroken service records shall receive longevity pay as follows:

<u>TITLE</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>
Firefighter/Engineer*	\$1,000	\$1,500	\$2,000
Firefighter-Paramedic/Engineer	\$1,000	\$1,500	\$2,000
Firefighter-Paramedic	\$1,000	\$1,500	\$2,000
Firefighter-Paramedic/Fire Inspector	\$1,000	\$1,500	\$2,000
Lieutenant	\$1,000	\$1,500	\$2,000
Captain	\$1,000	\$1,500	\$2,000

*For Firefighter/Engineers permitted to drop their paramedic certification pursuant to attached Side Letter only.

Longevity Provisions shall be considered a part of base pay for the purposes of calculating overtime. Employees will receive \$1,000 for ten years of continuous unbroken service and then receive \$1,500 and \$2,000 upon reaching fifteen and twenty years of continuous unbroken years of service respectively.

Section 6.4. Acting Pay

An employee who is assigned by the City to the duties of a job classification higher than his regular job classification for a period of four (4) consecutive hours within a 24-hour shift shall be paid acting pay for those four (4) hours, and for additional full one-hour increments worked in the higher classification within that same 24-hour shift, at the rate of pay indicated below in this Section. An 8-hour shift employee who is assigned by the City to work four (4) or more consecutive hours in a full 8-hour shift performing the duties of a job classification higher than his regular job classification shall receive acting pay for such hours at the rate of pay as follows:

Firefighter-Paramedic to Engineer: Current pay.

Firefighter-Paramedic, Engineer to Lieutenant:	5% increase in current base pay
Fire Inspector to Division Chief:	5% increase in current base pay.
Lieutenant to Battalion Chief	5% increase in current base pay.

Section 6.5. Paramedic Evaluator Pay

A Firefighter/Paramedic shall receive an additional \$200.00 in compensation while acting as the Primary Paramedic Evaluator. Said compensation shall be given to the Primary Paramedic Evaluator upon completion of the evaluation period.

Section 6.6. Uniforms

The City will continue to provide each new and current employee with uniforms and turnout gear by a Quartermaster System, at no cost to the employee. The type, style and/or color of uniforms and turnout gear; and rules and policies concerning the use and wearing of uniforms shall be as determined by the Chief. Before making a significant change in uniforms, the Fire Chief will solicit input from the Safety Advisory Committee. The City will designate a non-bargaining-unit employee as the Quartermaster, and such individual shall have final authority to administer the Quartermaster system, provided such person may direct and assign subordinate employees to assist with the administration of the system.

Section 6.7. Certification and Training Pay

Certification Pay shall be considered a part of base pay for the purposes of computing overtime for all employees covered by this Agreement.

Non-Officers shall be eligible to receive the following certification pay:

Step 1. State Certification as Firefighter III or Advanced Firefighter:	\$500
Step 2. State Certification (Provisional or Certified) as Fire Officer I:	\$1,000

The certification pay for Non-Officers referred to above in Steps 1 and 2 is not cumulative and must be earned in consecutive order.

Non-Officers Special Team Stipend

The special team stipend shall apply to the following teams for non-officers:

Hazmat

TRT

Dive

Investigations

Step 1 Fully Certified Special Team Member: \$250.00

Step 2 Fully Certified Special Team Leader: \$1,000

The special team stipend referred to above in Steps 1 and 2 is not cumulative, and shall only be earned once, regardless of the number of teams for which a non-officer may be assigned as a team member or team leader.

Officers Promoted Prior to July 19, 2022 shall be eligible to receive the following certification pay:

Step 1. State Certification (Provisional or Certified) as Fire Officer I, Fire Prevention Officer I, or Basic Fire Prevention Officer: \$1,000

Step 2. State Certification (Provisional or Certified) as Fire Officer II or Advanced Fire Prevention Officer: \$1,500

Step 3. State Certification in a technical area or equivalent professional training and active membership on a special team, or equivalent contribution to the Department: \$2,500

The certification pay for Officers referred to above in Steps 1, 2, and 3 is not cumulative and must be earned in consecutive order. The Fire Chief shall determine when professional training and contribution to the Department is equivalent to technical certification and special team membership.

Examples of acceptable participation qualifying for additional compensation are, but not limited to, the following:

Director or member of Technical Rescue Team

Director or member of Underwater Rescue Team

Director or member of Hazardous Materials Response Team

Officers Promoted On or After July 19, 2022 shall be eligible to receive the following certification

pay:

Step 1. State Certification (Provisional or Certified) as Fire Officer II
or Advanced Fire Prevention Officer: \$1,500

Step 2. State Certification in a technical area
coupled with equivalent professional training and active
membership on a special team: \$2,500

The certification pay for Officers referred to above in Steps 1 and 2 is not cumulative and must be earned in consecutive order. The Fire Chief shall determine when professional training and contribution to the Department is equivalent to technical certification and special team membership.

Examples of acceptable participation qualifying for additional compensation are, but not limited to, the following:

- Director or member of Technical Rescue Team
- Director or member of Underwater Rescue Team
- Director or member of Hazardous Materials Response Team

Section 6.8. Back-up Engineer Certification

In addition to the certifications listed above, those Firefighter/Paramedics who receive and maintain state certification as a Fire Apparatus Engineer (FAE) and who function as Back-up Engineers shall be eligible to receive certification pay in the amount of \$500.

**ARTICLE VII
HOLIDAYS**

Section 7.1. Holiday Accrual and Pay

Employees who are assigned to an 8-hour shift shall receive 11 paid holidays per year as designated by the City according to the following list:

- New Year's Day
- Martin Luther King Day
- President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Day following Thanksgiving Day

Christmas Day

Section 7.2. Holidays Actually Worked

An employee who is assigned to a 24-hour shift shall be paid at one and one-half (1.5) the employees hourly rate of pay for all hours worked on the shift that starts on the actual calendar day of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day following Thanksgiving Day and Christmas Day.

Section 7.3. Holiday During Vacation

Any employee assigned to an 8-hour shift, and a holiday falls within his regularly scheduled vacation, shall receive his holiday pay including time off and such day shall not be counted as a day of vacation.

**ARTICLE VIII
SCHEDULED REDUCTION IN HOURS DAYS**

Each employee who is assigned to a 24-hour shift shall schedule a Reduction in Hour Day ("Kelly Day") in each of their 27- day work cycles, as established by the City. The work cycle for purposes of Section 7K of the FLSA shall be 27 days. Employees who were not employed at the time of the Kelly Day selection process shall be assigned their respective Kelly Day(s) by the Chief or his designee.

**ARTICLE IX
PERSONAL LEAVE**

Section 9.1. Personal Leave Accrual for Non-Officers

Non-Officers who have completed 13 or more years of service and who are assigned to an 8-hour shift shall be eligible for sixteen (16) hours (i.e. two (2) days) of personal leave with pay to be scheduled in 8-hour blocks. Non-Officers who have completed 16 or more years of service and who are assigned to an 8-hour shift shall be eligible for twenty-four (24) (i.e. three (3) days) of personal leave with pay to be scheduled in 8-hour blocks. Non-Officers who have completed 20 or more years of service and who are assigned to an 8-hour shift shall be eligible for thirty-two (32) hours (i.e. four (4) days) of personal leave with pay to be scheduled in 8-hour blocks.

Non-Officers who have completed 13 or more years of service and who are assigned to a 24-hour shift shall be eligible for twenty-four (24) hours (i.e. one (1) day) of personal leave with pay to be scheduled in a 24-hour block. Non-Officers who have completed 16 or more years of service and who are assigned to a 24-hour shift shall be eligible for forty-eight (48) hours (i.e. two (2) days) of personal leave with pay to be scheduled in 24-hour blocks. Non-Officers who have completed 20 or more years of service and who are assigned to a 24-hour shift shall be eligible for seventy-two (72) hours (i.e. three (3) days) of personal leave with pay to be scheduled in 24-hour blocks.

Section 9.2. Personal Leave Accrual for Officers

Officers who are assigned to an 8-hour shift shall be eligible for thirty-two (32) hours (i.e. four (4) days) of personal leave with pay to be scheduled in 8-hour blocks. Officers who have completed 16 or more years of service and who are assigned to an 8-hour shift shall be eligible for forty (40) hours (i.e. five (5) days) of personal leave with pay to be scheduled in 8-hour blocks. Officers who have completed 20 or more years of service and who are assigned to an 8-hour shift shall be eligible for forty-eight (48) hours (i.e. six (6) days) of personal leave with pay to be scheduled in 8-hour blocks.

Officers who are assigned to a 24-hour shift shall be eligible for forty-eight (48) hours (i.e. two (2) days) of personal leave with pay to be scheduled in 24-hour blocks. Officers who have completed 16 or more years of service and who are assigned to a 24-hour shift shall be eligible for seventy-two (72) hours (i.e. three (3) days) of personal leave with pay to be scheduled in 24-hour blocks. Officers who have completed 20 or more years of service and who are assigned to a 24-hour shift shall be eligible for ninety-six (96) hours (i.e. four (4) days) of personal leave with pay to be scheduled in 24-hour blocks.

Section 9.3. Non-Accumulation of Personal Leave

Personal leave shall be taken in the calendar year in which the employee becomes eligible in accordance with Article XII, and shall not be accumulated from one calendar year to the next.

Section 9.4. Personal Leave Eligibility

To be eligible for personal leave accrual an employee must be in the regular active employment of the City and shall have worked a minimum of 60% of the scheduled days of work exclusive of sick leave in the twelve (12) months immediately prior to his employment anniversary date.

Section 9.5. Pay Out of Accrued Personal Leave Upon Retirement

Upon retirement or duty disability retirement, any accrued and unused personal leave shall be paid at 100% of the employee's hourly rate of pay into a Retiree Health Savings (RHS) plan in accord with Article XI, Sections 11.6. and 11.7.

**ARTICLE X
VACATION**

Section 10.1. Vacation Accrual

Employees assigned to an 8-hour shift shall annually accrue vacation leave to be scheduled in 8-hour blocks as follows:

<u>Continuous Years of Service</u>	<u>Annual Vacation Accrual</u>
1 Year to 4 Years	80 hours (10 days)
5 Years to 9 Years	120 hours (15 days)
10 Years to 14 Years	136 hours (17 days)

15 Years to 19 Years	160 hours (20 days)
20 Years to 24 Years	184 hours (23 days)
25 Years +	200 hours (25 days)

Employees assigned to a 24-hour shift shall annually accrue vacation leave to be scheduled in 24-hour blocks as follows:

<u>Continuous Years of Service</u>	<u>Annual Vacation Accrual</u>
1 Year to 4 Years	120 hours (5 days)
5 Years to 9 Years	168 hours (7 days)
10 Years to 14 Years	192 hours (8 days)
15 Years to 19 Years	240 hours (10 days)
20 Years to 24 Years	264 hours (11 days)
25 Years +	288 hours (12 days)

Section 10.2. Vacation Eligibility

To be eligible for vacation accrual an employee must be in the regular active employment of the City and shall have worked a minimum of 60% of the scheduled days of work exclusive of sick leave in the twelve (12) months immediately prior to his employment anniversary date.

Section 10.3. Non-Accumulation of Vacation

Vacations days shall not be cumulative from one anniversary year to the next and in no event shall more vacation days be granted to an employee in any one calendar year in excess of the provisions in Sections 10.1. However, in the case where a duty injury makes it impossible to take vacation time in the current calendar year, such vacation time shall be paid out at the straight time rate.

Section 10.4. Break in Service or Separation

Any employee who, prior to his employment anniversary date, breaks his continuous service shall forfeit all rights to vacation leave or a pay-out of vacation leave under this article. Any employee who quits or is discharged shall be paid out for any accrued and unused vacation leave based upon the employee's hourly rate of pay. Employees who leave employment with the City other than by death or disability and have used more vacation than they have accrued shall reimburse the City for such vacation.

The parties understand and consent that an employee's reimbursement for used, but unearned vacation time may be taken from the employee's earnings or payout for accrued leave on his/her last paycheck.

Section 10.5. Pay Out of Accrued Vacation Upon Retirement

Upon retirement or duty disability retirement, any accrued and unused vacation leave shall be paid at 100% of the employee's hourly rate of pay into a Retiree Health Savings (RHS) plan in accord with Article XI, Sections 11.6. and 11.7.

**ARTICLE XI
SICK LEAVE**

Section 11.1. Sick Leave Accrual & Use for Non-Officers

Non-Officers assigned to an 8-hour shift shall accrue eight (8) hours (i.e. one (1) day) of sick leave for each completed month of service cumulative up to a maximum of seven hundred and twenty (720) hours (i.e. ninety (90) days). Non-Officers assigned to a 24-hour shift shall accrue twelve (12) hours (i.e. one-half (1/2) day) of sick leave for each completed month of service cumulative up to a maximum of one thousand and eighty (1,080) hours (i.e. forty five (45) days).

Non-Officers assigned to an 8-hour shift are eligible to use sick leave in time blocks of two (2) hours. Non-Officers assigned to a 24-hour shift are eligible to use sick leave in time blocks of two (2) hours.

Section 11.2. Sick Leave Accrual & Use for Officers

Officers assigned to an 8-hour shift shall accrue eight (8) hours (i.e. one (1) day) of sick leave for each completed month of service cumulative up to a maximum of nine hundred and sixty (960) hours (i.e. one hundred and twenty (120) days). Officers assigned to a 24-hour shift shall accrue twelve (12) hours (i.e. one-half (1/2) day) of sick leave for each completed month of service cumulative up to a maximum of one thousand four hundred and forty (1,440) hours (i.e. sixty (60) days).

Officers assigned to an 8-hour shift are eligible to use sick leave in time blocks of two (2) hours. Officers assigned to a 24-hour shift are eligible to use sick leave in time blocks of two (2) hours.

Section 11.3. Continuation of Sick Leave Accrual

An employee absent from work on legal holidays, during sick leave, vacation, for disability arising from injuries sustained in the course of his employment, or on special leave of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though he was employed subject, however, to the maximum limitation herein provided.

Section 11.4. Sick Leave Eligibility

Sick Leave as used herein shall mean any illness or injury not compensated for by Workers' Compensation. An employee eligible for sick leave with pay may use such sick leave upon approval of his department head for absence of regular working days due to illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness or death in the employee's immediate family, which shall be defined as spouse, mother, father, children or spousal miscarriages. Sick leave for others shall be determined at the full discretion of the Chief, not subject to the grievance procedure. Any employee on sick leave shall inform the Department of the fact and the reason therefore pursuant to departmental procedure, and failure to do so within a reasonable time may be cause for denial of sick leave with pay for the period of the absence. In addition, any employee requesting sick leave shall call the Department within three hours of shift starting time and inform them of his condition. To be eligible for sick leave with pay any absence of three (3) or more regular workdays must be substantiated by a certificate from the employee's physician, and such other evidence as the City may require including a physical examination by a City physician at the City's expense. With regard to all sick leave, the City has the right to check on the status of the employee and to determine the extent of the illness.

Section 11.5. Retiree Health Savings (RHS) Plan

The City shall establish and maintain a Retiree Health Savings (RHS) plan with a plan administrator of the City's choice. Accrued and unused sick leave and other paid leave shall be placed into an individual RHS account on behalf of each employee according to Sections 11.6, 11.7, and 11.8.

As provided for in the Plan Document and in accordance with IRS regulations, any assets remaining upon participant's death will remain in the plan and be distributed in accordance with the Plan Document.

Section 11.6. Retiree Health Savings (RHS) Plan for Non-Officers

Annually, Non-Officers assigned to an 8-hour shift shall have sick leave hours accrued in excess of seven hundred and twenty (720) hours (i.e. ninety (90) days) paid at 75% of the hourly rate of pay. Non-Officers assigned to a 24-hour shift shall, on an annual basis, have sick leave hours accrued in excess of one thousand and eighty (1,080) hours (i.e. forty five (45) days) paid at 75% of the hourly rate of pay.

Upon retirement or a duty disability retirement, each Non-Officer assigned to an 8-hour shift shall be paid at 25% of the hourly rate of pay for the first three hundred and sixty (360) hours (i.e. 45 days) of accrued sick leave, and all accrued sick leave in excess of three hundred and sixty (360) hours (i.e. 45 days) shall be paid at 75% of the hourly rate of pay. Each Non-Officer assigned to a 24-hour shift, upon retirement or a duty disability retirement, shall be paid at 25% of the hourly rate of pay for the first five hundred and forty (540) hours (i.e. 22 and ½ days) of accrued sick leave, and all accrued sick leave in excess of five hundred and forty (540) hours (i.e. 22 and ½ days) shall be paid at 75% of the hourly rate of pay.

Any unused vacation or personal leave upon retirement or duty disability retirement shall be paid at 100% of the hourly rate of pay (see Article IX, Section 9.5, and Article X, Section 10.6.).

For the purposes of computing RHS payments, the hourly rate of pay for a Non-Officer assigned to an 8-hour shift shall be calculated by totaling the employee's base pay, longevity pay and any applicable certification pay, and dividing that number by 2,080 hours. For a Non-Officer assigned to a 24-hour shift, the hourly rate of pay for the purposes of computing RHS payments shall be calculated by totaling the employee's base pay, longevity pay and any applicable certification pay, and dividing that number by 2,596 hours.

Section 11.7. Retiree Health Savings (RHS) Plan for Officers

Annually, Officers assigned to an 8-hour shift shall have 75% of the sick leave hours accrued in excess of seven hundred and twenty (720) hours (i.e. ninety (90) days), but less than nine hundred and sixty (960) hours (i.e. one hundred and twenty (120) days) paid at 75% of the hourly rate of pay. The remaining 25% of sick leave hours accrued shall remain a part of the employee's sick leave total. Officers assigned to an 8-hour shift shall have sick leave hours accrued in excess of nine hundred and sixty (960) hours (i.e. one hundred and twenty (120) days) paid at 75% of the hourly rate of pay.

Officers assigned to a 24-hour shift shall, on an annual basis, have 75% of the sick leave hours accrued in excess of one thousand and eighty (1,080) hours (i.e. forty five (45) days), but less than one thousand four hundred and forty (1,440) hours (i.e. sixty (60) days) paid at 75% of the hourly rate of pay. The remaining 25% of sick leave hours accrued shall remain a part of the employee's sick leave total. Officers assigned to a 24-hour shift shall, on an annual basis, have sick leave hours accrued in excess of one thousand four hundred and forty (1,440) hours (i.e. sixty (60) days) paid at 75% of the hourly rate of pay.

Upon retirement or a duty disability retirement, each Officer assigned to an 8-hour shift shall be paid at 25% of the hourly rate of pay for the first three hundred and sixty (360) hours (i.e. 45 days) of accrued sick leave, and all accrued sick leave in excess of three hundred and sixty (360) hours (i.e. 45 days) shall be paid at 75% of the hourly rate of pay. Each Officer assigned to a 24-hour shift, upon retirement or a duty disability retirement, shall be paid at 25% of the hourly rate of pay for the first five hundred and forty (540) hours (i.e. 22 and ½ days) of accrued sick leave, and all accrued sick leave in excess of five hundred and forty (540) hours (i.e. 22 and ½ days) shall be paid at 75% of the hourly rate of pay.

Any unused vacation or personal leave upon retirement or duty disability retirement shall be paid at 100% of the hourly rate of pay (see Article IX, Section 9.5, and Article X, Section 10.6.).

For the purposes of computing RHS payments, the hourly rate of pay for an Officer assigned to an 8-hour shift shall be calculated by totaling the employee's base pay, longevity pay and any applicable certification pay, and dividing that number by 2,080 hours. For an Officer assigned to a 24-hour shift, the hourly rate of pay for the purposes of computing RHS payments shall be calculated by totaling the employee's base pay, longevity pay and any applicable certification pay, and dividing that number by 2,596 hours.

11.8. Sick Leave Incentive

Those employees assigned to an 8-hour shift shall be eligible for one and one half (1.5) additional sick leave days (12 hours) for each six (6) month period (January 1 to June 30 and July 1 through December 31st) in which there is no absence from work due to sick leave and/or personal reason excluding: vacation, holiday, scheduled reduction in hour day, personal day, duty injury, and approved funeral leave with pay. Those employees assigned to a 24-hour shift shall be eligible for an additional one and one-half sick leave days (36 hours) for each six (6) month period as described above.

Section 11.9 Vesting

Notwithstanding any other provision of this Agreement, in order to be eligible for a payment into the RHS plan upon retirement or a duty disability retirement, an employee must have been vested in the Retiree Health Savings (RHS) plan. The term "vested" as used in relation to the Retiree Health Savings (RHS) Plan, means that prior to retirement, the employee accrued sick leave in excess of the amount specified in Section 11.6 or 11.7, as applicable, and the excess balance was paid at the applicable rate into an RHS Account at least once on an annual basis, or the excess balance was reached as of December 31st of the year prior to payout, or the excess balance has been reached as of the employee's retirement. Unless the employee has previously vested, as described herein, such employee will not be eligible for any leave payment into his or her RHS account upon retirement.

**ARTICLE XII
SCHEDULING OF PAID LEAVE**

Section 12.1. Scheduling of Paid Leave

The vacation, personal leave, and sick leave incentive day scheduling season shall be from January 1 through December 31 of any calendar year. Vacations, personal leave and sick leave incentive days shall, insofar as possible, be granted by the City at times most desired by the employees. Vacations, personal leave and sick leave incentive days during any one period shall be limited to such numbers and classifications as not to interfere with the normal conditions of City operations. When more vacations, and personal leave or sick leave incentive days are scheduled than can be granted for any one period, preferences will be given to the employee with the most seniority in his selection group. The final rights, however, of scheduling vacation, personal leave and sick leave incentive day is reserved to the City to ensure the efficient and continuous operation of the City.

Section 12.2. Donation of Paid Leave

During the term of this Agreement the City agrees to offer employees the same opportunity to participate in the City's Paid Leave Donation Policy, under the same terms and conditions that are offered to non-represented City employees, as the same may be changed from time to time by the City.

**ARTICLE XIII
FUNERAL LEAVE**

Each employee shall be entitled to funeral leave of three (3) consecutive calendar days following the death of any one of the following relatives not chargeable to sick leave: mother, father, spouse, domestic partner (as defined and certified in the State's Civil Union Act), child, brother, sister, mother-in-law, father-in-law, grandchild, grandparent, grandparent-in-law, brother-in-law, sister-in-law, step-children, step-parents, and spousal miscarriages. Employees assigned to an 8-hour or 24-hour shift shall be paid straight time for each funeral leave day taken that coincides with one of their regularly scheduled work days.

Requests to use funeral leave for the death of a relative other than provided in this Article shall be approved at the full discretion of the Fire Chief and not subject to the grievance procedure. An employee may extend their funeral leave by using vacation, scheduled reduction in hour days, sick leave, and personal leave upon the approval of the Fire Chief.

ARTICLE XIV UNPAID LEAVES OF ABSENCE

Section 14.1. General Leave

The City may grant leaves of absence without pay to employees for a period not to exceed ten (10) days upon the approval of the Fire Chief and authorization of the City Manager.

Section 14.2. Military Leave

The City shall comply with applicable State and Federal laws as they pertain employees requiring leave to fulfill their Reserve or the National Guard obligations.

Section 14.3. Family and Medical Leave

The City will follow its policy in adherence to the Family and Medical Leave Act (FMLA), regarding the coverage of eligible employees, general leave requirements, notice and certification, job benefits and protection, substitution of paid leave, and other applicable provisions, as the same may be changed from time to time for City employees generally. Employees will be notified of FMLA leave designation as required by law. The City will provide the Union with thirty (30) days notice prior to implementing any change to these policies.

ARTICLE XV HEALTH INSURANCE

Section 15.1. Medical Insurance

The City shall continue to provide the health insurance program in effect on the date of settlement to regular full-time employees meeting the eligibility requirements of the program and certain benefits to their dependents provided, however, the City retains the right to add or remove new plans during the term

of this Agreement, change insurance carriers, third-party administrators, and/or to self-insure as it deems appropriate, including through a health insurance cooperative or exchange, so long the City agrees that it shall not, on its own accord, reduce the health insurance benefits described in this Article during the term of the Agreement.

Section 15.2. Employee Contribution to Health Insurance Premiums

During the period January 1, 2021 through December 31, 2023, the City and each covered employee shall contribute, on a per-pay-period basis, a percentage of the unit cost for each health insurance plan option as described below:

<u>Plan Option</u>	<u>City Contribution</u>	<u>Employee Contribution</u>
PPO Option #1	88%	12%
PPO Option #2	93%	7%
PPO Option #3	93%	7%
HMO Option #1	93%	7%
HMO Option #2	93%	7%
Dental Option #1	88%	12%

Commencing January 1, 2024 and during the remaining term of this Agreement, the City and each covered employee shall contribute, on a per-pay-period basis, a percentage of the unit cost for each health insurance plan option as described below:

<u>Plan Option</u>	<u>City Contribution</u>	<u>Employee Contribution</u>
PPO Option #2	90%	10%
PPO Option #3	90%	10%
HMO Option #1	90%	10%
Dental Option #1	88%	12%

Note: Employees shall be ineligible to participate in the PPO Option #1 and the HMO Option #2 after December 31, 2017.

The unit cost for each health insurance plan option shall be determined by the City's broker/consultant on a yearly basis and implemented effective January 1, for each year the Agreement is in effect. These unit costs will reflect only the cost of health care (inclusive of any administrative fees)

and any funds needed to maintain an adequate reserve. Employee contributions toward the unit cost for each health insurance plan option shall not increase by more than 15% from one year to the next during the term of this Agreement. The City may, at its discretion, add, drop, or otherwise change additional plan options other than those listed above on a yearly basis and implement these changes effective January 1, for each year the Agreement is in effect.

Section 15.3. Prescription Drug Benefit

During the term of this Agreement, the prescription drug benefit for the PPO and HMO options shall consist of a three-tier formulary with the following employee co-pays:

PPO: <u>Retail Rx</u>	<u>Mail-Order Rx</u>
\$15 Generic	\$20 Generic
\$25 Formulary Brand	\$35 Formulary Brand
\$45 Non-Formulary Brand	\$50 Non-Formulary Brand

HMO: <u>Retail Rx</u>	<u>Mail-Order Rx</u>
\$10 Generic	\$10 Generic
\$15 Formulary Brand	\$15 Formulary Brand
\$30 Non-Formulary Brand	\$30 Non-Formulary Brand

The prescription drug benefit claims administrator shall determine the placement of each prescription drug within the appropriate tier of the formulary.

Section 15.4. Flexible Benefit #125 Plan

The Flexible Benefit #125 Plan will allow for pre-tax deductions (per pay period) by each covered employee for the purpose of contributing toward health insurance premiums, reimbursement of medical and dental expenses, qualified child-care expenses, and other eligible expenses defined by the Internal Revenue Service (IRS). This program will be offered as long as allowed by the IRS and amended as necessary to reflect changes in the law.

Section 15.5. Life Insurance

The City shall provide a life insurance plan with a benefit of \$70,000 for each covered Non-Officer and \$100,000 for each covered Officer.

Section 15.6. City Discretion to Select Carrier

The manner in which the benefits will be provided shall be a matter of the City's discretion; i.e., an insurance carrier of its choice, self-insuring or any other manner deemed appropriate.

Section 15.7. Dental Insurance

During the term of this Agreement the City agrees to offer employees the opportunity to participate in a dental insurance plan, under the same terms and cost sharing conditions that are offered to non-represented City employees, as the same may be changed from time to time by the City.

Section 15.8 Vision Insurance

The City agrees to offer employees the opportunity to participate in a vision insurance plan, under the same terms and cost sharing conditions that are offered to non-represented City employees, as the same may be changed from time to time by the City.

ARTICLE XVI CALL BACK, OVERTIME, & COMPENSATORY TIME

Section 16.1. Call-Back Pay

Employees called back to work without prior notice and not in conjunction with their scheduled hours shall be entitled to pay for time actually worked or two hours, whichever is greater.

Section 16.2. Overtime Pay

Employees assigned to a 24-hour shift shall be paid one and one-half (1-1/2) the employee's hourly rate of pay for all hours actually worked in excess of 99.8462 hours for the assigned pay period. Employees assigned to an 8-hour shift shall be paid one and one-half (1-1/2) the employee's hourly rate of pay for all hours worked in excess of forty (40) hours in any seven-day work week. This overtime pay shall be in lieu

of any compensatory time off and shall be computed on the basis of the nearest one-quarter (1/4) hour worked.

Any time (exclusive of any 7(g) work) worked outside an employee's normal work schedule will be considered overtime and paid accordingly. Hours paid for but not worked during an employee's regular work week in accordance with vacation, funeral pay, personal leave and sick leave shall be considered hours worked for the purposes of computing this overtime pay. However, if an employee is on unpaid time (i.e. suspension or unpaid leave of absence), he or she shall not be eligible for contractual overtime as provided in this paragraph, but shall remain eligible for overtime under the FLSA if the requisite number of hours are actually worked.

The hourly rate of pay for an employee assigned to a 24-hour shift shall be calculated by totaling the employee's base pay, longevity pay and any applicable certification pay, and dividing that number by 2,596 hours. The hourly rate of pay for an employee assigned to an 8-hour shift shall be calculated by totaling the employee's base pay, longevity pay and any applicable certification pay, and dividing that number by 2,080 hours.

Section 16.3. Special Overtime Rate

Provided an employee has signed an FLSA Section 7 (g) (2) agreement (Appendix B) an employee may, at the employer's discretion, be hired to work certain special assignments or functions outside of his/her regularly scheduled hours of work, with such assignments or functions to be paid at a separate rate. These special assignments or functions shall include:

- SCBA repair and testing
- CPR training
- Off-Duty maintenance (EMS, equipment, vehicles, etc.)
- Special projects (must have prior approval)
- Assistance with new hire examinations

Drill/training instruction

Public education (other than that performed in conjunction with duties as a Part-Time Firefighter/Inspector as provided in Section 17.9).

In accordance with Section 7 (g) (2) of the FLSA, such assignments or functions shall be considered to be secondary employment. All assigned work in the performance of these special assignments and functions shall be performed at the special overtime rate, as adjusted annually, as detailed in Appendix A – Salary Schedules.

Section 16.4. Compensatory Time

For employees who are assigned to an 8-hour shift, overtime may be taken as compensatory time under the following conditions:

- A. It will be allowed for actual overtime accrued for non-shift work only;
- B. It must be approved by the Supervisor prior to the day the hours are taken;
- C. Compensatory time shall not be accumulated from one (1) calendar year to the next. An employee shall have until December 31 in which to use or be paid for any compensatory time earned in that calendar year.
- D. An employee may only accrue a maximum of forty (40) compensatory hours;
- E. An employee must elect to be paid out for overtime hours or to accrue it as compensatory time at the time the overtime hours are actually worked;
- F. The compensatory time may be used in four (4) hour blocks;
- G. Minimum manning requirements for the Fire Prevention Bureau must be maintained;
- H. Any required training must be made up on the employee's own time; and
- I. Compensatory time will be calculated at one and one-half (1-1/2) times the overtime hours actually worked.

Section 16.5. No Pyramiding

Compensation shall not be paid more than once for the same hours under any provisions of this article or Agreement.

**ARTICLE XVII
MISCELLANEOUS**

Section 17.1. No Repeal of Board of Fire and Police Commissioners

The City agrees that, during the term of this Agreement, it will maintain its Board of Fire and Police Commissioners as required by State Statute.

Section 17.2. Labor Management Committee

At the request of either party, the President of the Union and the Fire Chief shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Union may invite other Board members to attend such meetings. The Fire Chief may invite other City representatives to be present at such meetings. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement.

Section 17.3. Safety Equipment and Clothing

The City reserves the right to replace only damaged, stolen, or worn out safety equipment and safety clothing, and such safety equipment or clothing lost while in the performance of duties.

Section 17.4. Safety Advisory Committee

The City shall maintain a Safety Committee (hereinafter referred to as the "Committee") comprised of a Deputy Chief, Battalion/Division Chief, two Officers and two Non-Officers from the bargaining unit. Bargaining Unit representatives to this committee shall be selected by the Union. To hold a valid meeting, a Deputy Chief and two other committee members must be present. The Committee shall prepare minutes of its meetings and such minutes shall be provided as a Fire Department communication. The Committee shall meet quarterly, and more frequently by agreement of the Deputy

Chief and other Committee members, on safety issues, concerns or complaints.

The Committee shall be responsible for investigating all safety issues, concerns or complaints. The Committee shall develop a form to notify the Fire Chief or his designee of significant safety issues, concerns or complaints in which a majority of the Committee are of the opinion that prompt remedial action is necessary.

Section 17.5. Drug and Alcohol Policy

The Union agrees to comply with the drug and alcohol policy established by the City and will continue to support this policy for as long as the Union's participation is included in all drug and alcohol policy decisions.

Section 17.6. Employee Physicals

Employee annual physicals are to be done off duty for regular straight-time rate of pay for a maximum of two (2) hours and are not to be considered hours worked for the purposes of calculating overtime. Physicals may be scheduled within the month before, the month of, or the month after the employee's anniversary date.

Section 17.7. Staffing of Fire Prevention Bureau, Special Overtime Rate for Fire Inspectors

The Fire Prevention Bureau will be staffed by one full-time Firefighter/Inspector, and various part-time personnel not to exceed a total of 4,000 hours on an annual basis.

The general policy of the City is to hire qualified, part-time Fire Inspector positions from within the bargaining unit, provided an employee has signed an FLSA Section 7 (g) (2) Agreement – Fire Prevention Bureau (Appendix C). In accordance with Section 7 (g) (2) of the FLSA, serving as a part-time Fire Inspector shall be considered secondary employment, and the normal hourly base rate and overtime rate shall be as adjusted annually as detailed in Appendix A – Salary Schedules.

Attendance at classes by part-time bargaining unit fire inspection personnel during non-shift hours will be considered hours worked in the Fire Prevention Bureau. Attendance at classes by such personnel during regular shift hours will require the employee to provide their own shift coverage.

Internal Posting and Selection Process

When a part-time Fire Inspector position vacancy occurs, the City shall post an internal notice within the Department for two weeks. During this period, all bargaining unit personnel will be eligible to apply for the position. Individuals will be chosen based on selection criteria determined by the Chief consistent with the approved job description.

If the City is unable to fill part-time positions from within the bargaining unit, the City will proceed to seek qualified candidates and hire personnel from outside the bargaining unit.

The rate of pay for a Fire Inspector reassigned to a shift position shall be frozen until such time as the new job classification surpasses the employee's current pay.

Section 17.8. Removal of Discipline

Starting on July 31, 2017, any new notation of a verbal reprimand shall not be relied upon for progressive discipline if, from the date of the last verbal reprimand, twenty-four (24) months have passed without the employee receiving additional discipline. Similarly, any written reprimand shall not be relied upon for progressive discipline, if from the date of the last written reprimand forty-eight (48) months have passed without the employee receiving additional discipline. It is the employee's responsibility to request in writing to the Human Resources Director that a documented verbal or written reprimand be removed from all of his/her personnel file(s) after the time periods listed above have elapsed. In order to defend against possible charges and/or federal compliance, any discipline removed from an employee's personnel file may be retained by the City in the City's legal files.

**ARTICLE XVIII
DEDUCTION OF UNION DUES**

Section 18.1. Indemnification

The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this article, unless caused, brought about or resulting from the negligence of the City or its employees.

Section 18.2. Check-Off

Upon receipt of a signed authorization from an employee, the City agrees, for the duration of this Agreement, to deduct from such employee's pay a one-time initiation fee and Union dues. The Union will notify the City in writing of the amount the one-time initiation fee and the amount of union dues to be deducted on a per-pay-period basis. The written notice must be on the Union's letterhead, signed by the President or Treasurer of the Union and sent to the Human Resources Director and Finance Director. Deductions shall be made and shall be remitted, together with an itemized statement, to the treasurer of the Union within ten (10) days following the date deductions are made.

**ARTICLE XIX
BILL OF RIGHTS**

The City shall follow the Board of Fire and Police Commissioners Act, Illinois Compiled Statutes, Chapter 65, 5/10 - 2.1-1 et. seq., and Firemen's Disciplinary Act, Illinois Compiled Statutes, Chapter 50, 745/1 et. seq., and the Personnel Record Review Act, Illinois Compiled Statutes, Chapter 820, 40/0.01 et. seq.

ARTICLE XX
TERMINATION & LEGALITY CLAUSES

Section 20.1. Savings Clause

If any provisions of this Agreement are subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

If any F.L.S.A. provision of this Agreement is subsequently declared to be unlawful or unenforceable, in such event, upon request of either party, the parties shall meet promptly to renegotiate those provisions rendered or declared unlawful or unenforceable.

Section 20.2. Ordinances

It is agreed by the parties hereto that no ordinance will be enacted or amended during the terms of this Agreement which will change any of the terms herein.

Section 20.3. Termination

This Agreement shall be effective upon execution and shall remain in effect until midnight, December 31, 2024. Thereafter, this Agreement shall continue in full force and effect, from year to year unless written notice to terminate or amend is given by either party to the other on or before June 1, 2024 but no earlier than April 1, 2024, or any succeeding June 1st. The Union shall serve the above notice on the City Clerk and the City Manager. The City of Des Plaines shall serve the above notice on the President of the Union. In the event that the above notification is given, the parties agree to enter into negotiations no later than June 1st of the year in which the notice is served. If by ninety 90 days after such notification is given the parties have not reached agreement on all issues, the impasse procedures of the Illinois Public Labor Relations Act shall apply and either party may initiate mediation/arbitration.

After receiving approval of the City Council and after ratification by the Union membership, the

following execution is made:

DES PLAINES PROFESSIONAL
FIREFIGHTERS UNION – IAFF 4211

By: [Signature]

Title: President

Attest: [Signature]

Title: ACM/ Director of Finance

Date: 12/23/2020

CITY OF DES PLAINES,
a municipal corporation

By: [Signature]

Title: CITY MANAGER

Attest: [Signature]

Title: Director of Human Resources

Date: 12/28/2020

MEMORANDA OF UNDERSTANDING

Memorandum of Understanding: Trade Policy

Unless agreed to otherwise, the Department Duty Trade Policy shall remain in effect for the term of the CBA.

Memorandum of Understanding: Voluntary Employee Benefit Association (VEBA)

Should the union decide to implement a voluntary employee benefit association (VEBA), the City agrees to provide payroll deductions and other administrative support as determined reasonable by the city. Nothing within this understanding shall constitute the City's agreement to make employer contributions to the funding of any VEBA account.

Memorandum of Understanding: Promotions

The parties have agreed to changes in the promotional testing process in accord with the fire department promotional act (§50 ILCS 742/1) and other applicable law. Such changes to the promotional testing process shall be reflected within the rules and regulations of the board of fire and police commissioners, subject to their approval.

Memorandum of Understanding: Early Notification of Retirement Bonus

Employees who provide the City with twelve (12) months notice prior to their intended date of retirement shall receive a lump-sum bonus of \$2,500 to be paid upon their final paycheck. Employees subsequently injured in the line of duty and retire on disability prior to their intended retirement date shall not forfeit this benefit. Upon the recommendation of the Fire Chief, the City Manager may authorize on a case-by-case basis the non-forfeiture of this benefit to an employee retiring prior to their intended retirement date based upon a "hardship" situation. The City and the Union agreed to this provision to reduce the overtime costs associated with a vacancy created by a retiring employee.

Page Intentionally Left Blank

Prior wage schedules deleted

APPENDIX A - SPECIAL OVERTIME RATE
EFFECTIVE FROM JANUARY 1, 2021 TO DECEMBER 31, 2021

TITLE	Base Rate	Overtime Rate
Firefighter/Engineer <i>*Grandfathered employees only</i>	\$27.92	\$41.88
Firefighter/Paramedic/Engineer	\$28.60	\$42.90
Firefighter/Paramedic	\$28.29	\$42.43
Firefighter/Paramedic/Inspector	\$28.60	\$42.90
Fire Lieutenant	\$31.97	\$47.96

APPENDIX A - SPECIAL OVERTIME RATE
EFFECTIVE FROM JANUARY 1, 2022 TO DECEMBER 31, 2022

TITLE	Base Rate	Overtime Rate
Firefighter/Engineer <i>*Grandfathered employees only</i>	\$28.48	\$42.72
Firefighter/Paramedic/Engineer	\$29.17	\$43.76
Firefighter/Paramedic	\$28.85	\$43.28
Firefighter/Paramedic/Inspector	\$29.17	\$43.76
Fire Lieutenant	\$32.61	\$48.92

APPENDIX A - SPECIAL OVERTIME RATE
EFFECTIVE FROM JANUARY 1, 2023 TO DECEMBER 31, 2023

TITLE	Base Rate	Overtime Rate
Firefighter/Engineer <i>*Grandfathered employees only</i>	\$29.12	\$43.68
Firefighter/Paramedic/Engineer	\$29.83	\$44.75
Firefighter/Paramedic	\$29.50	\$44.25
Firefighter/Paramedic/Inspector	\$29.83	\$44.75
Fire Lieutenant	\$33.34	\$50.02

APPENDIX A - SPECIAL OVERTIME RATE
EFFECTIVE FROM JANUARY 1, 2024 TO DECEMBER 31, 2024

TITLE	Base Rate	Overtime Rate
Firefighter/Engineer <i>*Grandfathered employees only</i>	\$29.85	\$44.77
Firefighter/Paramedic/Engineer	\$30.58	\$45.87
Firefighter/Paramedic	\$30.24	\$45.36
Firefighter/Paramedic/Inspector	\$30.58	\$45.87
Fire Lieutenant	\$34.18	\$51.27

APPENDIX A - PART TIME FIRE INSPECTOR
 EFFECTIVE FROM JANUARY 1, 2021 TO DECEMBER 31, 2021

TITLE	< 1 Year FPB		1+ Year FPB		2+ Years FPB		3+ Years FPB	
	Base Rate	Overtime Rate	Base Rate	Overtime Rate	Base Rate	Overtime Rate	Base Rate	Overtime Rate
Firefighter/Inspector	15.2323	22.85	15.6676	23.50	16.1029	24.15	16.5381	24.81

APPENDIX A - PART TIME FIRE INSPECTOR
 EFFECTIVE FROM JANUARY 1, 2022 TO DECEMBER 31, 2022

TITLE	< 1 Year FPB		1+ Year FPB		2+ Years FPB		3+ Years FPB	
	Base Rate	Overtime Rate	Base Rate	Overtime Rate	Base Rate	Overtime Rate	Base Rate	Overtime Rate
Firefighter/Inspector	15.5370	23.31	15.9810	23.97	16.4250	24.64	16.8688	25.30

APPENDIX A - PART TIME FIRE INSPECTOR
 EFFECTIVE FROM JANUARY 1, 2023 TO DECEMBER 31, 2023

TITLE	< 1 Year FPB		1+ Year FPB		2+ Years FPB		3+ Years FPB	
	Base Rate	Overtime Rate	Base Rate	Overtime Rate	Base Rate	Overtime Rate	Base Rate	Overtime Rate
Firefighter/Inspector	15.8866	23.83	16.3406	24.51	16.7945	25.19	17.2484	25.87

APPENDIX A - PART TIME FIRE INSPECTOR
 EFFECTIVE FROM JANUARY 1, 2024 TO DECEMBER 31, 2024

TITLE	< 1 Year FPB		1+ Year FPB		2+ Years FPB		3+ Years FPB	
	Base Rate	Overtime Rate	Base Rate	Overtime Rate	Base Rate	Overtime Rate	Base Rate	Overtime Rate
Firefighter/Inspector	16.2837	24.43	16.7491	25.12	17.2144	25.82	17.6796	26.52

APPENDIX A - SALARY SCHEDULES
EFFECTIVE FROM JANUARY 1, 2021 TO DECEMBER 31, 2021

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Firefighter/Engineer	73,975	78,042	82,334	86,862	91,641	96,680	101,999	107,855	1,000	1,500	2,000
<i>*Grandfathered employees only</i>											
Firefighter/Paramedic/Engineer	75,545	79,700	84,085	88,708	93,589	98,735	104,167	110,148	1,000	1,500	2,000
Firefighter/Paramedic	74,759	78,868	83,206	87,782	92,612	97,703	103,080	108,998	1,000	1,500	2,000
Firefighter/Paramedic/Inspector	75,545	79,700	84,085	88,708	93,589	98,735	104,167	110,148	1,000	1,500	2,000
Fire Lieutenant	114,447	117,351	120,257	123,164					1,000	1,500	2,000

APPENDIX A - SALARY SCHEDULES
EFFECTIVE FROM JANUARY 1, 2022 TO DECEMBER 31, 2022

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Firefighter/Engineer	75,455	79,603	83,981	88,599	93,474	98,614	104,039	110,012	1,000	1,500	2,000
<i>*Grandfathered employees only</i>											
Firefighter/Paramedic/Engineer	77,056	81,294	85,767	90,482	95,461	100,710	106,250	112,351	1,000	1,500	2,000
Firefighter/Paramedic	76,254	80,445	84,870	89,538	94,464	99,657	105,142	111,178	1,000	1,500	2,000
Firefighter/Paramedic/Inspector	77,056	81,294	85,767	90,482	95,461	100,710	106,250	112,351	1,000	1,500	2,000
Fire Lieutenant	116,736	119,698	122,662	125,627					1,000	1,500	2,000

APPENDIX A - SALARY SCHEDULES
EFFECTIVE FROM JANUARY 1, 2023 TO DECEMBER 31, 2023

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Firefighter/Engineer	77,153	81,394	85,871	90,592	95,577	100,833	106,380	112,487	1,000	1,500	2,000
<i>*Grandfathered employees only</i>											
Firefighter/Paramedic/Engineer	78,790	83,123	87,697	92,518	97,609	102,976	108,641	114,879	1,000	1,500	2,000
Firefighter/Paramedic	77,970	82,255	86,780	91,553	96,589	101,899	107,508	113,680	1,000	1,500	2,000
Firefighter/Paramedic/Inspector	78,790	83,123	87,697	92,518	97,609	102,976	108,641	114,879	1,000	1,500	2,000
Fire Lieutenant	119,363	122,391	125,422	128,454					1,000	1,500	2,000

APPENDIX A - SALARY SCHEDULES
EFFECTIVE FROM JANUARY 1, 2024 TO DECEMBER 31, 2024

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Firefighter/Engineer	79,082	83,429	88,018	92,857	97,966	103,354	109,040	115,299	1,000	1,500	2,000
<i>*Grandfathered employees only</i>											
Firefighter/Paramedic/Engineer	80,760	85,201	89,889	94,831	100,049	105,550	111,357	117,751	1,000	1,500	2,000
Firefighter/Paramedic	79,919	84,311	88,950	93,842	99,004	104,446	110,196	116,522	1,000	1,500	2,000
Firefighter/Paramedic/Inspector	80,760	85,201	89,889	94,831	100,049	105,550	111,357	117,751	1,000	1,500	2,000
Fire Lieutenant	122,347	125,451	128,558	131,665					1,000	1,500	2,000

APPENDIX B

FLSA 7(g)(2) AGREEMENT – Special Overtime

This Agreement is made pursuant to the statutory provisions of Section 7(g)(2) of the Fair Labor Standards Act, 29 U.S.C. §207(g)(2), between the City of Des Plaines (“Employer”), _____ (“Employee”) and the Des Plaines Professional Firefighters Union/International Association of Firefighters Local 4211 (“Union”) (collectively, “the parties”).

In consideration of the mutual covenants, undertakings and agreements hereinafter made, the parties agree as follows:

1. Employee is represented by the Union and employed by Employer in the position of _____, and in that position, Employee is paid at the regular and bona fide rate pursuant to Appendix A of this Collective Bargaining Agreement.

2. At times, Employee may also work in one or more of the positions listed in Section 16.3 of this Collective Bargaining Agreement, and in such positions, the Employee is paid at a rate pursuant to that Section.

3. The parties agree that any statutory overtime hours spent by Employee in performing the duties of the position in Paragraph 1 of this Agreement will be paid at one and a half times the rate listed in Paragraph 1 of this Agreement.

4. The parties agree that any hours spent by Employee performing the duties of the positions in Paragraph 2 of this Agreement will be paid at the overtime rate referenced in Paragraph 2 of this Agreement.

Agreed this _____ day of _____, 20_____

UNION:

EMPLOYER:

TITLE: President

TITLE: CITY MANAGER

DATE: 12/23/2020

DATE: 12-28-2020

EMPLOYEE: _____

DATE: _____

APPENDIX C

FLSA 7(g)(2) AGREEMENT – Fire Prevention Bureau

This Agreement is made pursuant to the statutory provisions of Section 7(g)(2) of the Fair Labor Standards Act, 29 U.S.C. §207(g)(2), between the City of Des Plaines (“Employer”), _____ (“Employee”) and the Des Plaines Professional Firefighters Union/International Association of Firefighters Local 4211 (“Union”) (collectively, “the parties”).

In consideration of the mutual covenants, undertakings and agreements hereinafter made, the parties agree as follows:

1. Employee is represented by the Union and employed by Employer in the position of _____, and in that position, Employee is paid at a regular and bona fide rate pursuant to Appendix A of this Collective Bargaining Agreement.

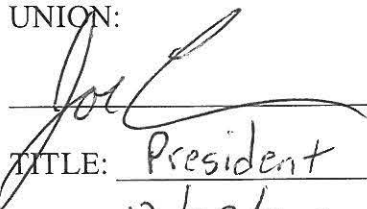
2. At times, Employee may also work for the Des Plaines Fire Department as a Part-Time Firefighter/Inspector pursuant to Section 17.8 of this Collective Bargaining Agreement, and in such position, the Employee is paid at a rate pursuant to that Section.

3. The parties agree that any statutory overtime hours spent by Employee in performing the duties of the position in Paragraph 1 of this Agreement will be paid at one and a half times the rate listed in Paragraph 1 of this Agreement.

4. The parties agree that any hours spent by Employee performing the duties of the position in Paragraph 2 of this Agreement will be paid at the overtime rate referenced in Paragraph 2 of this Agreement.

Agreed this _____ day of _____, 20_____

UNION:



TITLE: President

DATE: 12/23/2020

EMPLOYER:



TITLE: CITY MANAGER

DATE: 12-28-2020

EMPLOYEE: _____

DATE: _____

Side Letter
City of Des Plaines and IAFF Local #4211

This is a Side Letter to the 2021-2024 collective bargaining agreement. The City and the Union hereby agree as follows:

1. The following firefighter-paramedics assigned as an Engineer may, notwithstanding the language of Article VI, be permitted to drop their paramedic licensure, in which case their pay shall be reduced to that of a Firefighter Engineer:
 - a. Ryan Petty
 - b. Robert McLaren
 - c. Brian Reiger
2. No other firefighter-paramedic assigned as an Engineer shall be permitted to drop their paramedic licensure.

AGREED:

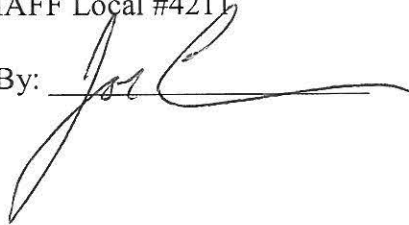
City of Des Plaines, Illinois

By: _____



IAFF Local #4211

By: _____



CITY OF DES PLAINES

RESOLUTION R - 203 - 20

A RESOLUTION APPROVING A FOUR-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE DES PLAINES PROFESSIONAL FIREFIGHTERS UNION - INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4211.

WHEREAS, the City is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, certain personnel employed by the City of Des Plaines ("*Employees*") are represented by the Des Plaines Professional Firefighters Union - International Association of Fire Fighters Local 4211 ("*Union*"); and

WHEREAS, the City and the Union desire to enter into a four-year collective bargaining agreement regarding the terms of employment of the Employees by the City with a term beginning January 1, 2021 and ending December 31, 2024 ("*Agreement*"); and

WHEREAS, the Union membership voted to ratify the Agreement on December 16, 2020; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement with the Union;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement by and between the City and the Union in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3: EXECUTION OF AGREEMENT. The City Manager and the City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the Agreement upon receipt by the City Clerk of at least one original copy of the Agreement executed by the Union; provided, however, that if the executed copy of the Agreement is not received by the City Clerk

within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the City Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 21st day of December, 2020.

APPROVED this 21st day of December, 2020.

VOTE: AYES 8 NAYS 0 ABSENT 0



MAYOR

ATTEST:

Approved as to form:

Laura Inst
CITY CLERK, Deputy

Peter M. Friedman
Peter M. Friedman, General Counsel

DP-Resolution Approving Collective Bargaining Agreement with IAFF 2020-2024