Agreement
between
The City of St. Charles, Illinois
and
the St. Charles Professional Firefighter's Association
I.A.F.F. Local 3322

May 1, 2020 – April 30, 2024

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Agreement
Between
The City of St. Charles, Illinois
And
the St. Charles Professional Firefighter's Association
I.A.F.F. Local 3322

ARTICLE 1 RECOGNITION, CONTRACT, AND TERM

Section 1.1 - Identification of the Parties

This Agreement is entered into this 1st day of May, 2020, by and between the City of St. Charles, Illinois (hereinafter referred to as the "City"), and the St. Charles Professional Firefighters Association - I.A.F.F. Local 3322 (hereinafter referred to as the "Association"). The members that comprise the "Association" are all the full-time employees of the St. Charles Fire Department employed in the following classifications: captains, lieutenants, firefighter/paramedics, firefighters, and fire prevention bureau officer, hereinafter referred to as either "employees" or "firefighters" in any and all articles of this agreement.

Section 1.2 - Intent and Purpose

It is the intent and purpose of the parties hereto that this agreement will serve to promote and improve the relationship between the City and the firefighters through the establishment of wages, hours, benefits, conditions of employment, and an equitable procedure for the resolution of differences.

It is also recognized by both parties that the proper and efficient operation of the Fire Department services is necessary to the safety and welfare of the community and that proper function and increased efficiency is accomplished with the input of the firefighters.

Section 1.3 - Recognition and Bargaining Representation

The City recognizes the St. Charles Professional Firefighters Association I.A.F.F. Local 3322, hereinafter referred to as the "Association," as the exclusive bargaining agent with respect to wages, hours, benefits, any other conditions of employment, and an equitable procedure for the resolution of differences for all full-time employees of the St. Charles Fire Department, except the positions of Chief, Assistant Chief, Battalion Chief, and civilian employees.

The firefighters or employees shall therefore hereinafter refer to all employees of the St. Charles fire department employed in the following classifications: captains, lieutenants, firefighter/paramedics, firefighters, and fire prevention bureau officer.

The City will make a bulletin board or bulletin board space available at each station to the association for the posting of association announcements, other items of association business, and use by the employees. These notices shall be non-discriminatory, non-defamatory, and non-inflammatory.

There shall be one such bulletin board located in a prominent place at each station and with a minimum size of three feet (3') by two feet (2') of available space. The City shall continue to

provide adequate, securable, and mutually agreed to space at the headquarters fire station for use as an association office.

An employee who is in a representative capacity during his scheduled working hours attending a meeting between the association and the City for the purpose(s) of negotiations, adjustments of grievances, or transmittal of notices shall not suffer a loss in pay because of such attendance, provided that the City must have agreed to hold the meeting at such time. There shall be no claim under this provision for pay for any other than in relation to the regularly scheduled hour(s) of the employee claiming such pay. The association recognizes the essential need to minimize lost work time and to avoid interference with the work of the department.

The fire chief will make a reasonable effort to allow the union executive board (up to four (4) members) time off (vacation/personal) for one conference annually when no time off slots are available.

Section 1.4 - Employee Check-Off

While this agreement is in effect, the City will deduct from each paycheck, once each pay period, the uniform, regular association dues for each employee in the bargaining unit who has filed with the City a voluntary check off authorization. The total deductions collected for each calendar month shall be remitted by the City to the treasurer of the association or transferred to the association account, together with a complete list of the employees for whom the deductions have been made, not later than seven (7) days following each pay date.

The actual dues amount to be deducted shall be certified by the City to the treasurer of the association, and shall be uniform in dollar amount for each employee in order to ease the employer's burden of administering this provision. The association may change the fixed uniform dollar amount that will be the regular monthly dues no more than twice during any calendar year during the life of this agreement. The association shall give the City thirty (30) calendar days' notice of any such change in the amount of uniform dues to be deducted.

The association shall indemnify, defend, and hold harmless the City and its officials, representatives, and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this article, provided that the City has not promoted or instigated the claim.

Section 1.5 - Effective Date and Term

The terms and conditions of this agreement shall be considered in full force and effect for a term of four (4) years commencing on May 1, 2020, and shall continue in effect through April 30, 2024.

If either party desires to renegotiate any part of this agreement, it must provide written notice to the other party by registered or certified mail. Notice shall be considered to have been given as of the date shown on the postmark. In the event such notice is given and if mutually agreeable to both parties, negotiations shall begin within thirty (30) days after notice is given.

This agreement shall continue in effect from year to year thereafter with either party able to renegotiate as set forth hereafter. If either party desires to renegotiate, they must notify the other party in writing not less than one hundred twenty (120) days before midnight April 30, 2024, or any subsequent annual expiration date by registered or certified mail. Notice shall be considered to have been given as of the date shown on the postmark. In the event that such notice is given, negotiations shall begin no later than thirty (30) days after notice is given.

If any term or provision of the agreement is rendered invalid, unenforceable, or unlawful, upon the request of either party, both parties shall meet promptly and negotiate with respect to the affected provisions or terms. The terms of this agreement shall remain in full force and be effective during the period of negotiations and any period pending of an impasse in negotiations.

Notice shall be given to the following parties:

St. Charles Professional Firefighters
Association - I.A.F.F. Local 3322
P.O. Box 25
St. Charles, IL 60174

City of St. Charles
Office of the City Administrator
2 East Main Street
St. Charles, IL 60174

Section 1.6 - Printing and Supplying
The City will email an electronic copy of the signed agreement to all union members. Each member can obtain a printed copy in the human resources department upon execution of the agreement.

ARTICLE 2 MANAGEMENT RIGHTS

The City retains its authority to manage the City and fire department in all respects, except as contained in this agreement, including, but not necessarily limited to, the authority to direct and supervise employees and their work; to plan, direct, control and determine the operations and services to be conducted within or by the fire department, by employees of the City, or by others; to determine the number of employees to be employed; to promulgate, revise and enforce lawful and reasonable rules and regulations; and to enforce discipline among employees; to adopt new methods, equipment, and facilities or modify existing methods, equipment, and facilities; to determine the mission of the fire department and otherwise carry out its statutory responsibility to provide fire protection services to the full extent of its authority. The City will not exercise its authority in a manner which contravenes the lawful express provisions of this agreement.

Notwithstanding the forgoing, the parties agree that in the event a declaration of a state of emergency as defined by the City of St. Charles City Code, Section 2.36.010, Ordinance No. 2004-

M-61, may be declared by the mayor or his authorized designee (who will have sole discretion to determine that a civil emergency condition exists, which may include, but is not limited to, riots, civil disorders, tornado conditions, floods, or other catastrophes), the City may temporarily suspend the provisions of this agreement, provided wage rates shall not be suspended, and provided that all provisions of this agreement shall be promptly reinstated once a civil emergency condition ceases to exist. The union and City agree to meet and bargain over the impact of any changes to this ordinance with respect to the mayor's ability to declare a state of emergency.

ARTICLE 3 DISCRIMINATION AND COERCION

Neither the City nor any of its agents shall discriminate in any form against any employee covered by this agreement because of age, sex, race, color, creed, origin, sexual orientation, or marital status. Any claim of invidious discrimination because of age, sex, race, creed, national origin, sexual orientation, or marital status shall be resolved exclusively through processes afforded by law and not by processes afforded by this agreement.

Additionally, neither the City nor any of its agents will interfere with, restrain, discriminate against, coerce, withhold advancement, or transfer any employee because of his participation in the St. Charles Professional Firefighters Association I.A.F.F. Local 3322 or because of his taking any action in accordance with any article of this agreement.

The association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination.

ARTICLE 4 NO STRIKES – NO LOCKOUTS

The association, its officers and agents, and the employees covered by this agreement shall not promote, encourage, condone, or engage in any strike or work stoppage at any time or for any reason.

Each employee who holds the position of association officer occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this article.

In event of a violation of this article, the association agrees to inform its members of their obligations under this agreement and to direct them to return to work.

The City will not lock out any employee or employees covered by this agreement at any time or for any reason.

ARTICLE 5 REDUCTION AND REHIRING IN THE WORK FORCE

The City and the union agree that there shall be no reduction of the work force or layoffs of any kind during the term of this agreement for employees hired prior to May 1, 2008. It is further agreed that there shall be no contracting out of any fire services or related work by the City except for the exact type of which are currently contracted out as of July 1, 1990.

Section 5.1 - Layoff
The City, at its discretion, shall determine whether layoffs are necessary. If the City determines that layoffs are necessary, employees will be laid off as provided in 65 ILCS 5/10-2.1-18. Absent exigent circumstances, the City will notify the union thirty (30) calendar days prior to the effective date of such a layoff in order to afford the union the opportunity to provide advisory input through a labor management meeting, provided such process will not be used to delay the layoffs.

Section 5.2 - Recall
Employees who are laid off shall be placed on a recall list. This recall list expires three (3) years from the effective date of layoff. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. No new sworn personnel will be hired to perform bargaining unit work before the recall list described herein is exhausted.

Employees who are on the recall list shall be given up to twenty-one (21) calendar days to report back to work from date of the notice of recall, provided that the employee must notify the fire chief or his designee of his intention to return to work within ten (10) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address last provided by the employee, with a copy to the union, it being the obligation and responsibility of the employee to provide the fire chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 5.3 - Effects of Layoff
During the term of this agreement, if the City exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the medical insurance in effect at the time of layoff by paying, in advance, the full applicable monthly premium for their insurance coverage. If an employee opts to maintain medical insurance under this section, then such employee shall be permitted to continue the insurance coverage for a period of up to twelve (12) months from the date of layoff. Employee rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan. An employee who is laid off will be paid for earned, but unused, vacation time. Any other payments for accrued time, if any, shall be governed by the applicable article or section of this agreement.

ARTICLE 6 MAINTENANCE OF STANDARDS

It is understood and agreed that all employee rights, benefits, and customs which are presently enjoyed or exercised by the employees but are not specifically covered by this agreement shall be maintained at present levels. The employees shall also be notified, having input and suggestions, into any possible changes or improvements in such rights, benefits, and customs. The City shall

retain the right to make necessary changes in such rights, benefits and customs. In case of any changes in the employees' rights, benefits, and customs, they shall not be reduced to a level less than that of the employees of any other City departments.

Section 6.1 - Maintenance of Specific Working Conditions
The City shall, within reason, make a sincere, good faith effort to maintain the working conditions that have currently been afforded or enjoyed by the employees covered by this agreement.

ARTICLE 7 GENERAL PROVISIONS

Section 7.1 - Department Rules and Regulations
The department will review departmental rules and regulations and standard operating procedures/guidelines with the association when changes in the rules and regulations or standard operating procedures/guidelines are being considered. Members of the association will be afforded fourteen (14) calendar days to review and make suggestions for changes with a view of making the rules and regulations and standard operating procedures/guidelines as fair and equitable as possible. It is recognized by the association that it is the department's prerogative to effect such changes as may be necessary to maintain and/or improve professional and efficient departmental operations. The union will be advised in advance of any and all changes or additions to departmental rules and regulations or standard operating procedures/guidelines and be provided copies of the same for review. The labor-management committee shall be available to meet and confer, if needed, on matters in this area. Any changes or additions to departmental rules and regulations or standard operating procedures/guidelines shall not be in violation of or inconsistent with any part of this agreement.

When existing rules and regulations or standard operating procedures/guidelines are changed or new rules and regulations or standard operating procedures/guidelines are established, they shall be posted prominently and all employees notified of such posting. Any complaint involving the application of new or existing rules and regulations or standard operating procedures/guidelines shall be resolved through the grievance and arbitration procedure.

Section 7.2 - Work of Other Trades
The City further agrees that the employees shall not be required to do the work of other tradesmen, such as, but not limited to, carpentry, electrical, painting, plumbing, or other trades, while on duty.

Section 7.3 - Representation on Committees
The employees covered by this agreement shall have representation equal to that of the employees of the police or any other City department on any committee set forth to evaluate the wages, rates of pay, or any other benefits by the City. The employees' representatives shall be only those designated by the association.

Section 7.4 - Job Descriptions
The City reserves their right to modify the job descriptions of the employees covered by this agreement, including but not limited to the ranks of captain, lieutenant, firefighter/paramedic,

firefighter, and fire prevention bureau officer. The union reserves any and all rights related to job descriptions, including the right to impact bargaining.

ARTICLE 8 RESIDENCY

All employees covered by this agreement shall maintain primary residence within the state of Illinois in the area defined by the following boundaries. This area is bounded by the Wisconsin border on the north, Lake Michigan or the Indiana border on the east, US Highway 24 west to interstate highway 74 west/north to interstate highway 80 west to the Mississippi River on the south, and the Mississippi River on the west. The residency will be inclusive of the cities or villages which US Highway 24 west to interstate highway 74 west/north interstate highway 80 west to the Mississippi River runs through. The map included in Appendix I provides a graphical designation of the residency area and lists those inclusive cities and villages in bold text.

Both parties agree that if any conflict occurs between the residency included in this agreement and that of the Board of Fire and Police Commissioners or any other entity, the terms of this agreement shall prevail. The association agrees to encourage its members to participate and respond to callbacks for emergencies.

ARTICLE 9 HOURS OF WORK

Section 9.1 - Scheduling

All employees, except members of the fire prevention bureau, covered by this agreement shall normally be assigned to the 24/48-hour shift.

Employees may be temporarily assigned to a forty (40) hour per week schedule in order to attend training or for attendance at recognized schools or fire academies. Attendance at training that will require temporary assignment to a forty (40) hour per week schedule shall be voluntary for the employees, except for a probationary firefighter who is required to attend to secure a level of education/certification required of all probationary employees. Such schedule shall consist of five (5) eight (8) hour days beginning on Monday and ending on Friday.

Section 9.2 - Work Day and Work Week

The normal workday for employees, except for members of the fire prevention bureau, shall be twenty-four (24) consecutive hours on duty followed immediately by forty-eight (48) consecutive hours off duty. Twenty-four (24) hour shifts shall commence at 7:00 a.m. and end at 7:00 a.m. the following day.

The annual average hours of work shall normally not exceed 49.9 hours per week. The average weekly hours shall be accomplished by scheduling every ninth duty shift as a “Kelly day” off duty. Scheduling of the initial “Kelly day” on any shift shall be done by job seniority.

The regular straight time hourly rate shall be computed by dividing the annual salary of employees assigned to twenty-four (24) hour shifts by the total annual hours for which they are paid, which is 2,595. The overtime rate shall be one and one-half (1½) times the regular straight time rate.

Section 9.3 - Master Schedule
The City shall set up a master shift schedule for the department, posted for a minimum period of sixty (60) calendar days, after any change, at each station and copies forwarded to the union officers on a timely basis anytime there is a change in the department shift schedules or personnel assigned to any shift. The posting shall show the assignment of all personnel and employees, which will cover the normal manning requirements on each shift.

Section 9.4 - Meal Periods
Meal periods for twenty-four (24) hour shift employees shall be one paid hour each lunch and dinner. A thirty (30) minute paid lunch period shall be included in the eight (8) hour day schedule. Should the meal period be interrupted, the fire chief or his designee will attempt to provide the remaining time for lunch and/or dinner. The start of lunch periods may be staggered as necessary to ensure coverage between the hours of 11:00 a.m. and 13:00 p.m., provided that the schedule of lunch breaks shall not be changed more often than once per month except in cases of emergency and is done in a fair and equitable manner.

Section 9.5 - FLSA Work Cycle
The City has adopted a twenty-seven (27) day work cycle for employees assigned to a twenty-four (24) shift for purposes of 7K of the FLSA. The City shall assign "Kelly days" within each period so that employees receive one twenty-four (24) hour "Kelly day" every ninth duty shift. "Kelly days" shall begin at 7:00 a.m. of the assigned day. For overtime purposes, "Kelly days" shall not be considered hours worked.

Section 9.6 - Overtime
Employees shall be paid at the overtime rate of one and one-half (1½) times their regular rate of pay for all hours worked in excess of their regular workday or workweek.

Overtime opportunities shall be offered to all bargaining unit employees as equitably as possible in accordance with mutually agreed procedures. Employee work schedules will not be altered to avoid the payment of overtime.

Section 9.7 - Stand Down Time
Stand down time for the twenty-four (24) hour shift personnel shall normally commence no later than 5:00 p.m. Monday through Saturday. On Sundays and holidays, stand down time shall be at 12:00 p.m. (noon). Company officers may assign additional time to personnel prior to designated stand down time to work on additional department responsibilities. Stand down time may also be utilized to work on previously assigned department duties, projects or responsibilities. The only exceptions to stand down time are the following:

1. Night drills - no more than six (6), for a total of no more than twelve (12) hours annually.

2. Block parties - up to a maximum of one (1) hour daily.
3. Fire station tours.
4. Unexpected tasks unknown to Fire Administration prior to stand down time.

Section 9.8 - Maximum Hours of Work
The twenty-four (24) hour shift employees covered by this agreement shall not work more than forty-eight (48) hours consecutively. After each forty-eight (48) hours of work, the employee must have a minimum of twelve (12) hours of time off unless there are extenuating circumstances and/or a need for training. The forty-eight (48) hour restriction shall apply to working shift and regular duty, employee trades, or any schedule modification and does not include the recall of personnel for emergencies.

Notwithstanding the forgoing, under extenuating circumstances (e.g. emergency work in progress, community emergency or disaster), individuals may be required to work in excess of forty-eight (48) hours by order of or approval by the fire chief or his/her designee.

Section 9.9 - Kelly Days
All employees covered by this agreement (except when in the fire prevention bureau) shall have a Kelly day scheduled off every ninth (9th) duty shift. In no instance will more than one (1) officer be off on a Kelly day.

Once Kelly days have been selected, they shall be fully tradable with all other employees and may be combined with any and all other time off on days of the employee's choosing. Any such trade shall be considered a duty trade for purposes of FLSA and shall not create any FLSA overtime liability.

It is also agreed that should any Kelly day position become available during the term of this agreement for any reason, including but not limited to retirement, resignation, disability, or other reason, the open Kelly day position may be bid for by seniority of those on the affected shift. The employee with the highest seniority who bids for the open Kelly day position shall receive the bid for Kelly day schedule in place of his current Kelly day schedule. The bidding process shall be limited to one round only and there shall be no opportunity for any employee to bid on a Kelly day that becomes vacant subsequent to his bid. Once any reallocation of Kelly day schedules is completed, the newly hired employee shall receive the remaining Kelly day position/schedule as assigned by the fire chief or his designee. It is further agreed that this bidding system is procedural, and nothing in this bidding system will subject the City to any additional FLSA overtime costs.

ARTICLE 10 ADDITIONAL DUTY AND OUTSIDE EMPLOYMENT

Section 10.1 - Additional Duty
All additional duty opportunities shall be posted. Such additional duty shall be allocated at the discretion of the fire chief to all employees with the condition that such duty shall be divided as equally as possible. For employees covered by this agreement, such duty shall be on a voluntary

basis and to the extent possible, a reasonable effort shall be made to give the employees priority opportunity for any such duty.

Additional duty shall include work other than regular shifts, extra station duty, specialty overtime (i.e. training, fire investigations, severe weather staffing, etc.), recalls for emergencies and assigned drills and meetings. Additional duty will also include a duty or position that does not currently exist and will be bargained for prior to being implemented.

Bargaining unit employees shall be paid in accordance with the provisions of this agreement for such work.

Section 10.2 - Internal Training Instructors
An employee that is qualified and capable to perform training within the City or present City training within the fire department shall have the voluntary option to accept any and all such assignments. Any such training will be scheduled at least sixty (60) days in advance, except in special cases and mutually agreed to by the City and the association. Instructors for these programs shall be those mutually agreed to by the City and the association. The pay for any and all such work outside of the employee's normal work schedule shall comply with section 11.2, and be paid at an overtime rate of one and one-half (1½) times the employee's normal hourly rate for the actual hours worked with a two (2) hour minimum, regardless of time.

Section 10.3 - Outside Employment
Outside employment is defined as any employment in addition to an employee's regular, full-time job with the City. An employee who does engage in outside employment of an ongoing or regular nature shall receive written approval from the fire chief. Such approval may be revoked, for just cause, with a thirty (30) day written notice and is subject to the grievance procedure set forth in this agreement.

The City and the union agree that bargaining unit employees shall be prohibited from performing active firefighting and/or EMS duties for pay for any other municipalities with a population of 5,000 or more, or for any other fire protection district serving a population of 5,000 or more, or any other private ambulance service.

ARTICLE 11 OVERTIME PAY

Section 11.1 - Overtime Rate of Pay
Overtime worked shall be paid at the rate of one and one-half (1½) times the employee's hourly rate for all overtime worked, with no minimum hours except for specific types of overtime as set forth below. Any overtime worked or in excess of the minimum, if a specific type of overtime, shall be paid to the next quarter (¼) hour.

Section 11.2 - Overtime Assignment
Whenever any employee shall work any extra duty, the employee shall be paid at an overtime rate of one and one-half (1½) times the employee's normal hourly rate for the actual hours worked with a two (2) hour minimum, regardless of time.

Extra duty shall be apportioned at the discretion of the fire chief with the condition that such duty shall be divided or available to all qualified employees as equally as possible and in a manner agreed to by both the fire chief and the association. Extra duty shall be apportioned by the overtime system as outlined in Appendix E.

Section 11.3 - Recall for Emergencies
All bargaining unit personnel are subject to recall in the event of the declaration of a state of emergency. Each recall for emergencies shall be paid at an overtime rate of one and one-half (1½) times the employee's normal hourly rate for the actual number of hours worked with a two (2) hour minimum, regardless of time.

Section 11.4 - Call Backs for Emergencies
All employees may be eligible for call backs in the event of significant emergencies or periods of high emergency activity as determined by the fire chief or his designee. Response to call-backs shall be voluntary. It is agreed by both parties that all employees shall have an equal and fair opportunity to available call backs. It is mutually understood by the union and the City that mutual aid shall not be used as a replacement for the proper minimum staffing of the St. Charles Fire Department.

Each call back for emergencies shall be paid at an overtime rate of one and one-half (1½) times the employee's normal hourly rate for the actual number of hours worked with a two (2) hour minimum, regardless of time. Notwithstanding any other provision of this agreement, if an employee on a scheduled vacation or personal day reports for call back, the employee will substitute straight time pay for vacation or personal leave for the time worked for the emergency (e.g. a firefighter is on vacation from 7:00 a.m. to7:00 a.m. and responds to a call-back for three (3) hours, he will be paid straight time for the three (3) hours call-back and the remaining twenty-one (21) hours will be designated as vacation or personal leave.)

Section 11.5 - Meal Allowances for Emergency Situations
The City shall provide meals to or reimburse the employees for the cost of meals for certain emergency situations with the approval of the ranking officer at a level at least equal to the level and conditions available to other City employees.

Section 11.6 - Fire Department Meetings and Drills – Off Duty
Scheduled drills, training, or meetings to which requested by the department to attend are voluntary for the employees. All employees requested to attend such a drill, training, or meeting that occurs during time the employee is off duty shall be paid at an overtime rate of one and one-half (1½) times the normal hourly rate for the actual number of hours worked with a minimum of two (2) hours, regardless of time.

Scheduled drills or training to which assigned by the department are required for the employees. All employees required to attend such a drill or training which occurs during time the employee is off duty shall be paid at an overtime rate of one and one-half (1½) times the normal hourly rate for the actual number of hours worked with a minimum of two (2) hours, regardless of time.

Section 11.7 - No Pyramiding
Compensation shall not be paid more than once for the same hours under any provisions of this article or agreement, provided that the employee shall be paid under the applicable provisions which provide the highest compensation.

ARTICLE 12 PAID TIME OFF

Section 12.1 - Vacation Accrual
The employees covered by this agreement shall receive an annual paid vacation in accordance with the provisions of this agreement. Shift personnel will receive vacation time in accordance with exhibit below. Vacation time shall be paid at the employee's regular rate of pay times the amount of vacation time hours actually used.

The standard vacation schedule adapted for the fire department personnel:

Exhibit		
Years of Service	**Shift Personnel**	**Accumulation Rate**
0 to 4 Years	5 Shifts	4.62 hours bi-weekly
5 to 7 Years	7 Shifts	6.47 hours bi-weekly
8 to 10 Years	8 Shifts	7.39 hours bi-weekly
11 to 13 Years	9 Shifts	8.31 hours bi-weekly
14 to 16 Years	10 Shifts	9.24 hours bi-weekly
17 to 19 Years	11 Shifts	10.16 hours bi-weekly
20 or more Years	12 Shifts	11.08 hours bi-weekly

Section 12.2 - Vacation Usage
Seniority as set forth in this Agreement shall determine the order employees sign up for vacation time off. This priority is for the approval of time off, but once time off is granted, it shall not be revoked unless a state of emergency is declared as defined in Article 2. Vacation selection is outlined in Appendix G.

If an employee is promoted or involuntarily transferred by the City, he shall be eligible to transfer his previously scheduled vacation/personal days to those days correlating on his new shift, regardless of whether open time off slots are available or not. If an employee is requested by the City or any of its agents to postpone all or part of his vacation and does so, the employee will be able to replace the postponed vacation time with available time acceptable to both the employee and the Fire Chief. If there is no time available or mutually agreeable to both parties which can be used before the end of the calendar year, the employee who postponed their vacation shall request that time postponed first

in the new calendar year before any other vacation requests are granted to employees in his classification rank.

Vacations are to be used in full-day increments except for either of following two (2) conditions.

1. Vacation time utilized for educational purposes, as set forth by the fire chief in a fair and equitable manner to all employees.
2. One-time combination of vacation and personal time that equals a twenty-four (24) hour shift and utilized to reduce balance of personal time to zero (0).

There shall be three (3) time-off slots available per 24/48-hour shift for the 24/48-hour shift employees to utilize. These three (3) slots shall incorporate vacation leave, Kelly days, a personal day, and the provisions from Article 19. If the slot utilization goes above 92% of the Kelly, vacation, and personal time assigned for that calendar year, the slots shall be increased.

Bargaining unit employees may be advanced vacation leave up to what is earned in one (1) calendar year. Any vacation advance must be paid back by the end of the calendar year in which it was used. Any employee, who has not repaid the balance of any advanced vacation leave remaining, shall have said amount deducted from their final paycheck at termination.

Section 12.3 - Vacation Carry Over

An employee shall be able to accumulate vacation to a maximum two (2) years accumulated vacation time at the employee's anniversary date. If an employee has accumulated an amount greater than the maximum allowed as of his anniversary date, he shall be required to cash in excess vacation time. This excess time shall be paid to the employee at the rate of the employee's regular hourly straight-time rate of pay in effect on the day in which the employee's anniversary occurs.

Section 12.4 - Personal Day

An employee covered by this agreement shall receive a personal day on each January 1 if the employee uses four (4) or less sick shifts of sick time in the previous calendar year (as defined in Appendix A). The personal day shall be considered a personal day off, and prior to being utilized, the day must be approved by the chief or his designee and scheduled along with all other time off on the vacation/time off calendar.

The personal day shall be one (1) twenty-four (24) hour shift for employees covered by this agreement. Personal days are to be used in multiples of two (2) hour increments, during the year earned and shall not be carried over to the following year, except in cases approved by the fire chief.

Section 12.5 - Holidays

The designated holidays, of which the City recognizes and celebrates a minimum of ten (10), shall be recognized and observed on the dates established by the City, with the exception of shift personnel. Shift personnel will celebrate the recognized holidays on the actual calendar dates in place of the recognized City holiday dates.

A list of, but not limited to, paid Holidays to be observed shall be as follows:

New Year's Day	January 1
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve (full day)	December 24
Christmas Day	December 25
Presidential Election Day	(Presidential Election Years)

Section 12.6 - Holiday Pay
Whenever any employee covered by this agreement shall be assigned to work any City holiday as defined in this agreement, the employee shall be paid at a double time rate of two (2) times the employee's normal hourly rate for the number of hours worked.

Full-time personnel, who are called in to work on a holiday, whether for minimum staffing, recall, fireworks, etc., shall be compensated at their double time rate. Personnel scheduled for minimum staffing overtime shall also receive the eight (8) hours of pensionable holiday pay as described below in this section.

Day personnel shall receive all City holidays, as defined in this agreement, off with full pay at the regular hourly rate times the number of hours the employee regularly works.

Off duty shift personnel who are otherwise available for work (not off work on suspension or leave of absence) shall receive eight (8) of the normal hourly rate of pay as holiday compensation for any holiday they are not working as they are on regular time off between shifts and have worked their previously scheduled shifts.

Section 12.7 - Sick Leave
All firefighters covered by this agreement will receive sick leave. Sick leave is accumulated at a rate of twelve (12) hours per month, with no maximum to the amount accumulated.

Sick leave is not to be considered a privilege to be used at the employee's discretion. An employee may use sick leave in case of an actual sickness or disability of the employee; for the care of dependents of their household pursuant to the Public Act 99-0841, which covers illness, injury, or medical appointments of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, stepchildren, or domestic partners; or by the employee to meet physical examination appointments or other sickness prevention measures as prescribed by the employee's physician. Sick leave can also be utilized for a birth in his immediate family; including the employee's children (including step and adopted), father, mother, current spouse, or current employee who stands in loco parentis or is a guardian.

The City reserves the right to have all sick leave absences confirmed by a medical doctor or other health practitioner.

In any and all cases, these sick days are for sickness, disability, illness, birth, physical appointments, or other sickness prevention measures as set forth above and are not to be considered as personal days off.

Section 12.8 - Extended Sick Leave
If an employee becomes injured as a result of an injury or illness not arising out of or in the course of the employee's employment with the City, the employee shall be required to utilize sick time for all work time or shifts where the employee is unable to work. The employee shall continue to accrue service time and benefit accruals during such period. Insurance coverage shall be provided as for any other employee, with the employee responsible for the employee portion of the costs as set forth in this agreement. The employee shall remain in the employ of the City until such time when he returns to work, a minimum of twelve (12) months have passed from the original continuous extended sick leave, or as all the employee's earned, accrued or other benefit time has been exhausted, whichever is longer.

It is mutually agreed that the health of the employee is the primary concern during any extended sick leave. The return to work of a healthy and capable employee is of benefit to both the City and the association. As such, both parties agree to make all reasonable attempts to assist in the return to work of any and all such extended sick leave employees.

Section 12.9 - Sick Leave Advance
In case of an emergency, the fire chief may, at his discretion, authorize in writing, an advance of up to one hundred forty-four (144) hours of sick leave to the employee. Such a leave may be authorized only if the employee:

1. Has exhausted all available leave from which compensation could be made.
2. Has been employed for one (1) year.
3. Has demonstrated good performance and has indicated he intends to remain in the employ of the City.
4. Understands the amount of any advanced sick leave shall be deducted from future accrued sick time earned until the advanced time is repaid. If the employee has not repaid the balance of advanced sick leave remaining, said amount shall be deducted from the employee's pay at termination or retirement.
5. The employee signs an agreement to this effect.

Section 12.10 - Family Death Leave
Upon request to the fire chief or his designee, an employee covered by this agreement who suffers a death in their family (as defined below) will be given reasonable time off, with full pay, up to a maximum of three (3) days.

Family, for the purposes of family death leave, shall be defined as including the employee's children (including step and adopted), father, mother, current spouse, brother, sister, niece,

nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law or grandchildren.

- Bargaining unit employees assigned to a 40-hour workweek may be granted up to three (3) consecutive calendar days off.
- Bargaining unit employees assigned to a 24-hour shift may be granted one shift day off, unless the death occurs on a day when the employee is on duty, which case the employee will, upon request, also be given the remainder of such day off.
- These days shall be granted without loss of pay and shall not be deducted from accrued sick leave or earned vacation.

An additional amount of time may be granted by the fire chief or his designee, per Section 12.11 – Additional Paid Leave, due to death in an employee's family or extended family upon the request of the employee.

Section 12.11 - Additional Paid Leave
The fire chief or his designee may grant any additional leave. Such additional time shall be deducted, first from the unused sick leave and then from unused vacation.

If a serious or unexpected emergency occurs to an employee's immediate family, the employee will be allowed paid leave to the extent of the balance of the shift or while the emergency exists, whichever is shorter. Such leave must be confirmed by the fire chief or his assigned representative, to be granted permission or approval for the leave.

Section 12.12 - Donation of Paid Leave
Any non-probationary firefighter is eligible to receive vacation and/or personal time from any other firefighter or to donate vacation and/or personal time to another firefighter. Up to a total of forty-eight (48) hours of vacation and/or personal time may be donated to a firefighter by another firefighter if the firefighter is suffering from a non-work related, severe or life-threatening illness, injury, impairment or physical or mental condition, documented by a medical doctor's certification, which has caused him to be unable to perform his regular duties and be without pay. The request to donate is submitted to human resources in writing.

ARTICLE 13 OTHER PAID AND NON-PAID LEAVE

Section 13.1 - Worker's Compensation Coverage
Employees shall be covered by any and all protection afforded by the Public Employees Disability Act 5ILCS 345/, Worker's Compensation Act, and any and all other protection pursuant to federal law, state statutes, or local ordinances.

Section 13.2 - Transitional Duty
Transitional duty assignments are a recognition by the City, its departmental officials, and the employees that an employee is not able to perform at full capacity in his normal work assignment.

When on transitional duty, the employee shall not be considered as part of the minimum staffing as defined in this agreement. In addition, an employee on transitional duty shall not be considered to be eligible for call backs for emergencies or to fill shift vacancies, as defined in this agreement, until such time as the employee has returned to full duty status. Unless the employee consents to a different work schedule, the hours of work for an employee with a transitional duty assignment shall be eight (8) consecutive hours (including a one-half hour lunch period) between 08:00 a.m. and 17:00 p.m. Monday through Friday. (Unless the physician specifies a shorter work week.)

An employee's assignment to a different shift for transitional duty shall commence on the employee's next regularly scheduled duty day with a maximum transition period of seventy-two (72) hours.

An assignment to transitional duty shall be made at the discretion of the City by the fire chief with the best interest and operation of the department of primary concern.

An assignment to transitional duty may be required, subject to doctor's approval, if an employee is recovering from a work related or workers' comp. time off injury or illness. If the employee is recovering from a non-work related or off-duty injury or illness, transitional duty shall be voluntary at the employee's discretion, subject to doctors' approval.

If transitional duty is offered to employees recovering from work related or workers' compensation injuries or illness, it must be offered on an equivalent basis to the employees recovering from non-work related or off-duty injuries or illness.

Section 13.3 - General Leave of Absence
The fire chief may grant an unpaid leave of absence to an employee who has been employed for not less than ninety (90) days, for such period not exceeding thirty (30) days excepting military leave.

Section 13.4 - Military Leave
A full-time employee who is a member of a reserve component of the armed forces (including the National Guard), will be granted a military leave of absence to participate in required training, cruises, or encampments. The employee's leave, pay, and benefits will be in compliance with ISERRA (Illinois Service Member Employment and Reemployment Act) and USERRA (Uniformed Services Employment and Reemployment Act).

If the City enacts an ordinance, resolution, or City policy that provides a greater level of military service benefits than is included in this agreement, the employees shall have the benefit of any such ordinance, resolution, or City policy.

Section 13.5 - Family Medical Leave Act (FMLA)
Statement of Policy
It is the policy of the City of St. Charles, in accordance with the Family and Medical Leave Act to grant job protected unpaid family and medical leave to eligible employees for up to twelve (12) weeks per 12-month period for any one or more of the following reasons:

- The birth of a child and in order to care for such a child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12-month period following the child's birth or placement with the employee); or
- In order to care for an immediate family member (spouse, child or parent) of the employee if such immediate family member has a serious health condition; or
- The employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position.
- Any qualifying exigency arising out of the fact that the employee's family member is on active duty, has been notified of an impending call to active duty, or in support of a call to duty in a foreign country. An employee is entitled to leave if the military family member is serving in any of the branches of the armed forces and is called to active military duty.
- Up to twenty-six (26) weeks of job protected, unpaid family and medical leave is provided if an employee has a spouse, son, daughter, parent, or next of kin who is a member of the armed forces (including Reserves and National Guard), and the employee is providing care for the service member who sustained a serious injury or illness in the line of duty while on active duty status at any time during the preceding five years.

Definitions

A. "12-Month Period" - means a rolling twelve (12) month period measured backwards from the date leave is taken and continuous with each additional leave day taken.

B. "Spouse" - does not include unmarried domestic partners. If both spouses work for the City of St. Charles their leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks if the leave is taken either for the birth or placement for adoption or foster care of a child or to care for a sick parent (but not parent "in-law").

C. "Child"- means a child either under eighteen (18) years of age, or eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability as defined by the Americans with Disabilities Act. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes but is not limited to a biological, adopted, foster, or step-child, a legal ward, or a child of a person standing in loco parentis.

D. "Parent" - means the biological parent or a person who stands or stood in loco parentis to an employee when the employee was a son or daughter as defined in "child" above. Parents-in-law are not included.

E. "Next of Kin" – Nearest blood relative, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins.

F. "Serious Health Condition" - means an illness, injury, impairment, or a physical or mental condition that involves:

1) Inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e. inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or

2) Continuing treatment by a health care provider which includes:
   a. A period of incapacity lasting more than three (3) consecutive, full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also includes:
      i. Treatment two or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within seven (7) days and both within 30 days of the first day of incapacity); or
      ii. One treatment by a health care provider (i.e. an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen or treatment (i.e. prescription medication, physical therapy); or
   b. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
   c. Any period of incapacity or treatment for a chronic serous health condition that continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
   d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
   e. An absence to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.

G. "Exigent Circumstances" - covers a qualifying exigency of short notice deployment or military events and related activities and the need to arrange for childcare and school activities; financial and legal arrangements; counseling; rest and recuperation; and post deployment activities. The need would arise out of the fact the employee, spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces in support of a call to duty in a foreign country. This means a reserve component service member was called to active duty during a time of war or national emergency, or military operation in which active forces (reserve or regular military) face an enemy.

Coverage and Eligibility

A. To be eligible for family/medical leave an employee must:
   1. Have worked for the City of St. Charles for at least twelve (12) months; and
   2. Have worked at least 1250 hours in the previous twelve (12) month period.

B. For part-time employees and those who work variable hours, family and medical leave entitlement is calculated on a pro-rata basis. A weekly average of the hours worked over the twelve (12) weeks prior to the beginning of the leave should be used for calculating the employee's normal workweek.

A poster prepared by the Department of Labor summarizing the major provisions of the Family and Medical Leave Act (FMLA) to include informing employees how to file a complaint is available in the Personnel Policy Manual Appendix and also posted in all City buildings.

Intermittent or Reduced Leave

A. An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary."
   1) "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
   2) The employee may be required to transfer temporarily to a position, within the fire department, with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.
B. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with approval of the fire chief and human resources.

Substitution of Paid Leave Time

A. An employee will be required to substitute any accrued unused sick time (except in the birth/adoption/foster care of a child), then any accrued unused personal time, followed by any accrued unused vacation time, as needed, for any part of any part of a family/medical leave for any reason.
B. When an employee or spouse of an employee has a baby, the employee may substitute sick time for the serious health condition of the employee's spouse or for the employee. This is usually six (6) weeks for a normal birth and eight (8) weeks if a cesarean is needed, as indicated by the mother's physician. Any additional time off would be deducted from personal and vacation time.
C. For duty injury leaves granted pursuant to Ill. Rev. Stat. Ch. 70 § 61. No substitution of other accrued paid leaves shall be required.
D. When an employee has used any of the above paid time for a portion of family/medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided for FMLA purposes equals twelve (12) weeks (twenty-six (26) weeks leave for caring for a service member).

Notice Requirements

A. An employee is required to give immediate notice, or as soon as reasonably possible. A minimum thirty (30) day notice is required in the event of a foreseeable leave. A minimum ninety (90) day notice is required before the birth of a baby, including caring for a spouse after the birth. An "Employee Request for Family/Medical Leave" form should be completed by the employee and returned to Human Resources (forms available on the City iNet).

B. If an employee fails to give thirty (30) days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until thirty (30) days after the employee provides notice.

C. In the event an employee is unable to work by reason of illness, injury, or disability, the employee must report the illness, injury, or disability as soon as the condition is known, and thereafter furnish to Human Resources a physician's written statement showing the nature of the condition and estimated length of time that the employee will be unable to report to work along with an "Employee Request for Family/Leave" form (forms available on the City iNet). An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to city operations.

D. In unexpected or unforeseeable situations, an employee should provide as much notice as possible, followed by a completed "Employee Request for Family/Medical Leave" form (forms available on the City iNet).

E. While on consecutive leave, employees are requested to report every two (2) weeks to human resources regarding the status of the medical condition and their intent to return to work.

Medical Certification

A. For leaves taken because of the employee's or a covered family member's serious health condition or the birth of a child, the employee must submit a completed "Certification of Health Care Provider" form and return the certification to human resources (forms available on the City iNet). The employee must provide medical certification within fifteen (15) days after requested, or as soon as is reasonably possible.

B. The City of St. Charles may require a second or third opinion (at its own expense) from a doctor(s) of our choice, periodic reports on the status and intent to return to work, and a fitness-for-duty report to return to work.

C. If intermittent or consecutive leave is longer than ninety (90) days, a new or updated "Certification of Health Care Provider" form will be required every ninety (90) days except for a birth of a child or an adoption.

D. All documentation related to the employee's or a family member's medical condition would be held in strict confidence and maintained in a separate family and medical leave file.

E. For leaves taken for active duty or to provide care for a serious injury or illness of a member of the armed forces, employee must submit a copy of the military orders along with a completed "Certification of Serious Injury or Illness of Veteran or Current Service Member" (forms available on the City iNet).

Effects on Benefits

A. An employee granted a leave under this policy will continue to be covered under the City of St. Charles group health insurance plan, life insurance plan, and long-term disability plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.

B. Employee contributions will be required either through payroll deductions or by direct payment to the City of St. Charles. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave.

C. If a contribution is more than thirty (30) days late, the City of St. Charles may terminate the insurance coverage for the duration of the leave.

D. If the City of St. Charles pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the employer for delinquent payments (on a payroll deduction schedule) upon return from the leave.

E. If the employee fails to return from unpaid family/medical leave for reasons other than (1) the continuation of a serious health condition of the employee or a covered family member or (2) circumstances beyond the employee's control (certification required within thirty (30) days of failure to return for either reason), the City of St. Charles may seek reimbursement from the employee for the portion of the premiums paid by the City of St. Charles on behalf of the employee (also known as the employer contribution) during the period on leave.

F. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave.

Job Protection

A. If the employee returns to work immediately upon expiration of an approved family/medical leave, he/she will be reinstated to his/her former position with equivalent status pay, benefits, and other employment terms.

B. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

Outside Employment

While the employee is off work from the City due to the employee's own serious health condition, the employee may only work for another employer if the restrictions can be accommodated. If the employee is off work from the City on FMLA leave for a birth, spouse, child or parent, the employee is prohibited from working for another employer.

Family/Medical Leave Forms to be Submitted by the Employee

A. Request for Family/Medical Leave
B. Certification of Health Care Provider
C. Fitness for Duty to Return from Leave (for Employee's own health condition)
D. Report of Absences, if any

Section 13.6 - Time Trades

This article applies to employees assigned to twenty-four (24) hour shifts. Changes to scheduled time off and trade of duty time may be allowed after the vacation schedule for the year has been

established. Any employee shall be granted time trades with full normal pay for any shift(s) on which he is able to secure another employee to work in his place, provided that:

A. Such replacement shall be of comparable status: firefighter for firefighter; officer for an officer.
B. The substitution does not impose any additional cost to the City.
C. Any request for time trades shall be subject to approval by the battalion chief/shift commander or their designee of the affected shifts. A trade request must be submitted to a chief officer utilizing the mutually agreed upon method with all relevant signatures not less than forty-eight (48) hours prior to the date of the earliest trade requested. Should the method need to be modified it should be discussed and mutually agreed upon in Labor/ Management
D. Up to two (2) emergency time trades per calendar year may be utilized by each employee. Emergency time trades are trades of less than forty-eight (48) hours' notice.
E. Such time trade hours shall be paid back to the employee that filled in within a period of 365 days.

ARTICLE 14 WITNESS AND JURY DUTY

Section 14.1 - Jury Duty

Upon notification to serve on jury duty, the employee shall submit a copy of the summons to the fire chief.

Jury duty will be treated as an authorized absence from work and the employee shall continue to receive his regular base wage while performing jury duty services. All compensation received for performing jury service will be kept by the employee. The employee shall continue to receive his regular base earning for that period.
If the jury service entails undue hardship on the public served by the employee, the human resources office will advise the employee of the hardship by letter and forward a copy of the letter to the jury commissioner along with the reply to the prospective jury questionnaire.

Section 14.2 - Witness Time

Employees required to appear before a court, judge, justice, or coroner as a defendant or witness or if is required to by the City or fire department and/or subpoenaed to attend attorney interviews, give depositions, and/or to testify with respect to lawsuits or administrative proceedings that are job_related or on any matter arising out of the employee's performance of his duties with the fire department or the City shall be released from duty without loss of pay for such appearances which occur on scheduled working days and shall be credited for hours worked and compensated at the employee's overtime rate with a minimum of two (2) hours for such appearances that occur on non-scheduled working days.

An employee shall report for work during parts of a scheduled workday when he is not required to be in court for jury duty or a witness appearance as provided above after the completion of the day's court activities.

ARTICLE 15 SENIORITY

Seniority shall be based from the date the employee last entered the full-time employment of the fire department of the City of St. Charles and accumulates during the entire period of continuous full-time service until the employee leaves the employ of the City due to resignation, retirement, disability or termination.

If more than one employee was hired on the same day, then with regard to seniority in the fire department, as between those persons appointed on the same day, it shall be determined by referring to the list of eligibility used for appointment by the department, and from the highest ranked to the lowest who are appointed on the same day, shall have seniority in that order.

All new employees on the department shall be considered probationary employees as defined by state statute. There shall be no seniority among probationary employees. Upon the successful completion of the probationary period, an employee shall acquire seniority that shall be retroactive to his date of full-time hire with the department in a position of firefighter covered by this agreement.

When or if any employee interrupts his continuous service period to receive a disability pension he shall be entitled to his accumulated seniority which existed at the time he was placed on the disability pension but he shall not be entitled to any seniority credit for the time he was on the disability pension when or if the employee returns to the employ of the City.

The parties hereto agree that departmental seniority shall be based on rank. Therefore, captains are senior to other captains and any other position covered under this agreement due to rank; lieutenants are senior to other lieutenants and any firefighters due to rank; firefighters are senior to other firefighters.

For employees holding the rank of captain or lieutenant, the date of promotion shall determine their seniority with respect to other employees of that rank.

The parties hereto agree that departmental seniority shall govern but not be limited to the following matters:

1) Vacation time selection.
2) Any reduction in the force as defined in this agreement.
3) Any re-hire of the force as defined in this agreement.
4) Placement on the extra duty eligibility list.

ARTICLE 16 WAGES

The following salary ranges shall become effective as of May 1, 2020, and continue in effect, as amended and defined hereinafter, for the duration of this agreement.

Section 16.1 - Wage Increases
Wage increases included in range below:

	5/1/20	5/1/21	5/1/22	5/1/23
Firefighter	2.25%	2.25%	2.50%	2.50%
Firefighter/Paramedic	2.25%	2.25%	2.50%	2.50%
Lieutenant	2.25%	2.25%	2.50%	2.50%
Captain	8.00% over top Lt. Pay	7.00% over top Lt. Pay	6.00% over top Lt. Pay	5.00% over top Lt. Pay

Section 16.2 - Wages

As of May 1, 2020	**65%**	**70%**	**75%**	**80%**	**85%**	**90%**	**95%**	**100%**
Step Increases Occur at these Intervals	Start	6 Mos.	1 Year	18Mos.	2 Years	3 Years	4 Years	5 Years
Firefighter	$63,514	$68,400	$73,286	$83,057	$87,057	$87,943	$92,828	$97,714
Firefighter/Paramedic	$67,548	$72,744	$77,940	$83,136	$88,332	$93,528	$98,724	$103,920
							96%	**100%**
							Start	**1 Year**
Lieutenant							$110,145	$114,735
							Start 5.0% over Top Lt.	**Top 8.0% over Top Lt.**
Captain							$120,471	$123,914

As of May 1, 2021	**65%**	**70%**	**75%**	**80%**	**85%**	**90%**	**95%**	**100%**
Step Increases Occur at these Intervals	Start	6 Mos.	1 Year	18Mos.	2 Years	3 Years	4 Years	5 Years
Firefighter	$64,943	$69,939	$74,935	$79,935	$84,926	$89,921	$94,917	$99,913
Firefighter/Paramedic	$69,068	$74,381	$79,693	$85,006	$90,319	$95,319	$100,945	$106,258
							96%	**100%**
							Start	**1 Year**
Lieutenant							$112,624	$117,316
								Top 7.0% over Top Lt.
Captain								$125,528

As of May 1, 2022	**65%**	**70%**	**75%**	**80%**	**85%**	**90%**	**95%**	**100%**
Step Increases Occur at these Intervals	Start	6 Mos.	1 Year	18Mos.	2 Years	3 Years	4 Years	5 Years
Firefighter	$66,576	$71,687	$76,808	$81,928	$87,049	$92,170	$97,290	$102,411

Firefighter/Paramedic	$70,794	$76,240	$81,686	$87,132	$92,577	$98,023	$103,469	$108,914
							96%	**100%**
							Start	**1 Year**
Lieutenant							$115,439	$120,249
								Top 6.0% over Top Lt.
Captain								$127,464

As of May 1, 2023	**65%**	**70%**	**75%**	**80%**	**85%**	**90%**	**95%**	**100%**
Step Increases Occur at these Intervals	Start	6 Mos.	1 Year	18Mos.	2 Years	3 Years	4 Years	5 Years
Firefighter	$68,231	$73,480	$78,728	$83,977	$89,225	$94,474	$99,722	$104,971
Firefighter/Paramedic	$72,564	$78,146	$83,728	$89,310	$94,892	$100,474	$106,055	$111,637
							96%	**100%**
							Start	**1 Year**
Lieutenant							$118,325	$123,255
								Top 5.0% over Top Lt.
Captain								$129,418

Employees hired prior to May 1, 2003, at the position of firefighter/engineer and serving in the position of firefighter/engineer at the date of execution of this agreement and who are not licensed as emergency medical technician-paramedic shall receive the pay classification of firefighter and also be eligible for the paramedic stipend shown in this agreement. Furthermore, employees hired prior to May 1, 2003, and serving in the position of firefighter/engineer at the date of execution of this agreement and who are licensed as emergency medical technician-paramedic shall receive the pay classification of firefighter/paramedic and also be eligible to receive an additional $3,085.

Section 16.3 - Minimum Rank Differential
If an employee receives a promotion to a rank above the rank of firefighter, the pay shall be at a minimum of the new range.

During the term of this contract beginning May 1, 2020, the compensation compression was addressed between the ranks of Captain and Battalion Chief. The differential between Lieutenant and Captain was reduced to 5%. This practice is more compliant with the City's long-standing practice as outlined in the City Policy Manual.

Section 16.4 - Bi-Weekly Pay Calculation
The regular bi-weekly rate of pay shall be computed by dividing the annual salary by twenty-six (26) pay periods. The regular hourly rate of pay shall be computed by dividing the annual salary by the annual paid hours.

Section 16.5 - Paramedic Pay
Lieutenants and/or captains who are certified as paramedics (EMT-P) shall receive a paramedic pay stipend as follows:

Effective May 1, 2020 – April 30, 2024	**$4,127**

This amount shall be divided by 26 and paid to the qualifying employees equally over the 26 pay periods of the year. An employee who is certified as a paramedic (EMT-P) for only part of the year shall receive a prorated paramedic pay stipend for only those pay periods the employee held a current EMT-P license.

Section 16.6 - Longevity Pay
In lieu of the bonus schedule, the following longevity schedule shall be implemented starting May 1, 2020.

Years 6-9	1%
Years 10-14	1½%
Years 15-19	2%
Years 20-24	2 ½%
Years 25 -	3%

The longevity pay shall be paid in a lump sum at the anniversary date, paid as a percentage of base career rank salary (not acting rank pay).

Section 16.7 - Retroactive Pay
The City agrees to apply the wage schedule as referenced in Section 16.2 to the employees covered by this Agreement as provided herein on a retroactive basis, with such wage adjustments made retroactive to May 1, 2020, on all hours compensated by the City. This retroactive pay increase shall apply only to employees employed by the City on the date this Agreement is executed by both parties, and no other provision of this Agreement shall be applied retroactively. This payment shall be made within 45 days of the signing, by both parties, of this Agreement.

ARTICLE 17 MINIMUM STAFFING

Section 17.1 - Purpose and Goal
The City and the employees mutually understand and agree that protecting the health, safety, and welfare of the firefighters and the community is of primary concern to both parties. To promote this concern, allow the department to function properly and efficiently, and have the necessary resources available for emergency response, a minimum number of qualified and trained firefighters shall be maintained on duty at all times as set forth hereinafter.

Since it is agreed that maintaining an adequate number of qualified employees is in the best interest of the City, citizens, and the employees, the City and the employees hereby agree to continue to work to improve the staffing levels of the St. Charles Fire Department while working within

budget concerns. The staffing levels included in the agreement are to be considered a minimum staffing level for the department. Nothing contained in this agreement shall limit the City from operating the department with a full-time professional staffing level of employees above this level and the employees will support such level.

Section 17.2 - Minimum Duty Staffing Level
The minimum number of employees assigned to be on duty on each frontline fire apparatus at each station shall be three (3) employees covered by this agreement. These employees on duty on each frontline fire apparatus shall consist of a minimum of one (1) officer and two (2) firefighters. This level reflects the minimum level of employees required to provide reasonably safe and efficient operations, for the delivery of services to the community.

Section 17.3 - Qualifications
Employees covered by this agreement shall be certificated by appointment of the Board of Fire and Police Commissioners. Appointments shall be made in accordance with 65 ILCS 5/10.-2.1-4, 6.3 (the CSA).

The parties acknowledge the existence of a pre-existing contract between the City and Tri City Ambulance, effective July 1, 1990 through May 1, 2022, relating to utilizing non-certificated Paramedic personnel for emergency transport ambulance service. The parties agree this contract will continue for its duration, but further agree such event shall not be construed to waive or otherwise prejudice either party's rights and obligations under the CSA to bargain as to alternatives to this contract service after the expiration of such contract.

All bargaining unit employees are expected to attain Firefighter III/Advanced Firefighter Technician status through the Illinois Office of the State Fire Marshal within four (4) years of their date of hire. Any employee who has not attained Firefighter III/Advanced Firefighter Technician shall be ineligible for their final pay step increase. In addition, effective twelve (12) months following the effective date of this agreement, any employee with three (3) or more years of service with the St. Charles Fire Department who has not attained certification as a Firefighter III/Advanced Firefighter Technician shall be ineligible for step increases.

Employees will typically complete the driver/engineer training program by the end of their 12-month probationary period. In the event that employees have not completed the driver/engineer training program, labor/management shall be used to facilitate timely completion or improvements of the program.

Section 17.4 - Supplemental Personnel
The City may continue to utilize paid-on-calls, in addition to any outlined above, to assist the full-time employees provided that they are used to supplement the full-time employees staffing level and shall not be utilized as substitutes for any employee covered by this agreement.

Section 17.5 - Hireback Requirement
If sufficient personnel are not available to meet the minimum staffing requirements, employees

shall be retained or recalled on overtime, as detailed in this agreement, to meet the set forth minimum staffing required. Units shall not be placed out of service for reasons of insufficient personnel.

An unplanned, emergency, or absence of a non-reoccurring nature of up to two (2) hours or less may be covered first by a daytime officer covered by this agreement or second by a chief officer when regularly working.

Section 17.6 - Apparatus Assignments

The employees covered by this agreement shall be the only personnel to be assigned or work on any apparatus or unit other than a paramedic ambulance. It is also mutually agreed that at no time will an employee covered by this agreement be replaced by anyone but another employee covered by this agreement. In addition, at no time will any personnel other than an employee covered by this agreement be included in minimum staffing or have a duty assignment to any fire department apparatus or unit except for the following:

1) Fire department personnel operating command staff vehicles.
2) Paid on calls working when normally assigned and functioning only in a supplemental role.
3) The manning of paramedic ambulances until such time when employees covered by this agreement shall operate all ambulances, paramedic or other, and shall then be included in the minimum staffing provisions of this agreement.
4) The mechanic working in the course of his employment to make repairs, improvements, or examinations of apparatus and not to operate any apparatus or equipment at any incident or other situation.

The language contained in this article in no way restricts the right of the fire chief, assistant chiefs, and/or battalion chiefs to operate any piece of equipment that they deem appropriate in training or emergency situations of a non-reoccurring nature. At no time will the fire chief, assistant chiefs, and/or battalion chiefs be included in minimum staffing or perform work in place of any employee covered by this agreement, except as included in this agreement.

Section 17.7 - Station Captains

Each fire station shall be assigned and maintained with at least one (1) employee at the rank of captain. The captain shall be assigned to a regular shift schedule normally worked by the employees. The captain shall serve as the station officer, responsible and in charge of the fire station he is assigned to.

ARTICLE 18 PROMOTIONS AND TRANSFERS

Section 18.1 - Promotions

Subsection 1 - General

Promotions to the ranks of lieutenant, captain, and battalion chief shall be conducted in accordance with the provisions of this agreement. Any provisions not expressly covered by this agreement shall be in accordance with the provisions of the Fire Department Promotion Act (50 ILCS 742). This agreement shall not be construed to imply any waiver of such provisions. It is mutually agreed that should there be any conflicts between this agreement and the Fire Department Promotion Act, the terms and conditions of this agreement shall prevail.

The rank of battalion chief shall not be in the bargaining unit identified in this agreement and, therefore, shall be not covered by the terms and conditions of this agreement except as contained herein Article 18 concerning promotions.

Orientation session provided by a professional independent service selected by the ~~City~~ BFPC, shall be held within the first five (5) business days of the sign-up period. Orientation packets, tally forms and document submission envelopes shall be provided upon sign-up. Appropriate department SOG's shall be provided in electronic format to candidates after sign-up.

Any provisions of this agreement at variance with the provisions of the Act shall control for the term of this agreement in accordance with Section 10(e) of the Act.

Subsection 2 - Vacancies

This applies to promotions to vacancies in the ranks of lieutenant, captain, and battalion chief. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, except for a vacancy in the position of battalion chief, whereas the rank from which this position is filled, (captain or lieutenant), a vacancy will occur in that position, provided the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

The City retains the right to fill positions with a temporary appointment as allowed by law.

Subsection 3 - Eligibility

The examination process for promotion to the rank of lieutenant shall be competitive among employees in the rank of firefighter who meet the eligibility requirements set forth in subsection A below and who desire to submit themselves to such process. The examination process for promotion to the rank of captain shall be competitive among employees in the rank of lieutenant who meet the eligibility requirements set forth in subsection B below and who desire to submit themselves to such process. The examination process to the rank of battalion chief shall be competitive among employees in the ranks of captain and lieutenant who meet the eligibility requirements set forth in subsection C below and who desire to submit themselves to such process. The educational requirements must be completed as of January 1 of the calendar year in which the promotional process begins if the process begins in the first six (6) months of the calendar year or

July 1 if the process begins in the last six (6) months of the calendar year.

The eligibility requirements to participate in the promotional process for lieutenant, captain, and battalion chief shall be published at least six (6) months prior to the date of the beginning of the promotional process.

A. Lieutenant. Members of the bargaining unit shall be eligible to participate in the process for promotion to lieutenant if they meet the following qualifications:
   - Have served a minimum of five (5) years full-time service with the St. Charles Fire Department, including probation.
   - Certified as a Fire Officer I or Company Fire Officer as described by the Illinois Office of the State Fire Marshal
B. Captain. Members of the bargaining unit in the rank of lieutenant shall be eligible to participate in the process for promotion to captain if they meet the following qualifications:
   - Have served a minimum of three (3) years in the rank of lieutenant with the St. Charles Fire Department.
   - Certified as a Fire Officer II or Advanced Fire Officer as described by the Illinois Office of the State Fire Marshal.
   - Have completed a minimum of thirty (30) semester hours of course work from an accredited college or university.
C. Battalion Chief. Members of the bargaining unit in the ranks of captain and lieutenant shall be eligible to participate in the process for promotion to battalion chief if they meet the following qualifications:
   - Have served a minimum of five (5) years in an officer's rank of lieutenant or above.
   - Certified as a Fire Officer II or Advanced Fire Officer as described by the Illinois Office of the State Fire Marshal.
   - Have completed a minimum of sixty (60) semester hours of course work from an accredited college or university.

Employees who have an anniversary date on or after January 1 of the calendar year in which the promotion process is administered shall be considered eligible. The process shall be deemed to be commenced upon the issuance of a written notice by the fire chief and shall be posted to members of the fire department. After such notice the test shall be administered within a six (6) month period.

Subsection 4 - Rating Factors and Weights

All examinations shall be impartial and shall relate to those matters that will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following components weighted as specified:

	Percentage Weights		
	Lieutenant	**Captain**	**Battalion Chief**
1. Promotional Potential Rating (PPR)	10%	10%	15%
2. Oral Interview	10%	10%	0%
3. Assessment Center	15%	20%	30%

4. Ascertained Merit	10%	10%	10%
5. Seniority	10%	10%	10%
6. Written Examination	45%	40%	35%

The promotional components shall be administered in the above order. The scores awarded for each component of the process shall be posted as soon as practicable after the component is completed and prior to the Written Examination.

Subsection 5 - Test Components

1) Promotional Potential Rating (PPR) –This component shall be conducted by the fire chief, assistant chief(s), and one member selected by the bargaining unit as follows:

Rank Tested	Bargaining Unit Member
Lieutenant	Lieutenant or Captain
Captain	Captain
Battalion Chief	None

The evaluation criteria shall be based upon specific job-related performance criteria that shall be disclosed to all candidates six (6) months prior to administering the process thereafter.

2) Oral Interview – This component shall be conducted by a panel consisting of no more than three (3) members of the Board of Fire and Police Commissioners, one member selected by the fire chief or his designee, one member selected by the human resources director, and one member selected by the union holding the rank of captain or higher who is an active or retired member of a fire department located in the Chicago Metro Region which is similar or larger than the St. Charles Fire Department. Scoring shall be based on the Olympic Model (i.e. the highest and lowest scores are disregarded, and the remaining scores are then averaged, tallied and recorded).
3) Assessment Center – This component shall be conducted by a professional independent service selected by the City. The raters selected shall be made in accordance with applicable law in effect on the date the promotional process begins.
4) Ascertained Merit – Ascertained merit shall be earned as set forth hereafter. The ascertained merit points shall be combined, except as noted, provided the total points awarded shall not exceed a maximum of 100 points.

   a. Certification credit will be awarded at a rate of 10 points for EMT-B certification and 20 points for EMT-P certification. Points for EMT certification shall be non-cumulative and shall not exceed 20 points.

      Additionally, certification credit shall be awarded at a rate of .5 points per eight (8) hour block of instruction required to attain an individual Office of State Fire Marshall (OSFM) certification. All approved certifications and associated point values are listed in Appendix H (Certification Credit). Changes to Appendix H will be made upon request, by either party, and by mutual agreement during

Labor/Management meetings. Required documents shall be submitted in sealed envelope provided.

b. Special Teams Credit
Special teams credit shall be earned at a rate of 1.5 points per year that the individual completed participation on a special team listed herein. Special teams credit shall be earned at a rate of 1.8 points per year that the individual served as Deputy Team Leader on a special team listed herein. Special teams credit shall be earned at a rate of 2.1 points per year that the individual served as Team Leader on a special team listed herein. (For example, an individual serves 10 years as a team member and 5 years as a Team Leader = 25.5 total points).

To receive credit for any special team, an individual must currently be a member in good standing of the special team(s) at the time of the promotional testing process, their participation must be at, or above, the minimum requirements to maintain membership on that team(s), and all time credited with points shall only be that which is currently consecutive with uninterrupted continuous service.

For individuals who have served a minimum of ten (10) consecutive years in good standing on a special team, but have voluntarily withdrawn from team membership, that individual shall receive credit at a rate of .5 points per year that the individual completed participation on a special team listed herein. For the purposes of having verifiable information, Special Team credit for previous service will be awarded based on OFDC records beginning March 6, 2008 (OFDC Special Team credit). Special Team Deputy Team Leader credit will be awarded based on OFDC records beginning May 1, 2020 (OFDC Special Team credit).

A maximum of two (2) special teams may be used to be awarded points.

Dive-Rescue Team	Honor Guard Team
Fire Investigations Team	Technical Rescue Team
Hazardous Materials Team	Public Education Team

c. Awarding of Points
Credit for Ascertained Merit shall be divided as a 70% / 30% split between certification credit and special teams. Up to 70% shall be awarded to the area of higher point value and 30% shall be awarded to the area of lower point value. For example, if an individual had 75 points of certification credit and 25 points of special teams credit, he shall be awarded 95 total points (70 points + 25 points).

5) Seniority – Seniority points shall be calculated and awarded based upon the pool of candidates participating in the promotional process. The most senior candidate (a maximum of twenty (20) years of service may be used) that is participating shall be awarded one hundred (100) percent of the available credit of ten (10) points. Thereafter, each candidate with lower seniority shall be awarded points based upon the

fractional result of the less senior candidate's years of service and multiplied by the ten (10) points available. Credit for years of service shall be calculated in fractional years (rounded to the nearest hundredth decimal) based upon each candidate's service time between hire date and the date of the Written Exam.

For example, the most senior firefighter has twenty (20) years of service and gets the maximum of ten (10) points. A less senior firefighter has twelve (12) years of service. This less senior firefighter would receive 12/20 or 60% of the maximum seniority points or six (6) seniority points. The least senior firefighter has five point six five (5.65) years of service. The least senior firefighter would receive 5.65/20 or 28.25% of the maximum seniority points or 2.83 seniority points.

6) Written Exam – The written examination shall be in accordance with the Act by a professional independent service selected by the City.

Subsection 6 - Scoring of Components

Each component of the promotional test shall be scored on a scale of one hundred (100) points. The component scores shall then be reduced by the weighting factor assigned to the component on the test, and the scores of all components shall be added to produce a total score of one hundred (100) points. In order to be placed on the preliminary promotional list, the candidate must have a combined cumulative score of all components of seventy percent (70%) or greater. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotion list.

Following completion of the preliminary promotion list, education points may be applied. An amount of two (2) points for an associate's degree from an accredited institution, or four (4) points for a bachelor's degree, or six (6) points for a master's degree from an accredited institution shall be applied to the final score of the preliminary promotion list upon a written application for those preference points, with supporting documentation, within five (5) business days after the initial posting of the preliminary promotion list. Required documents shall be submitted in sealed envelope provided. An employee may not combine points for more than one degree but shall be awarded points under the above scale for the highest degree obtained as of the date of the written exam. The preference shall be calculated and added to the total score achieved by the candidate on the test. The appointing authority shall make adjustments to the rank order of the preliminary promotion list based on any education points awarded, if any. A captain participating in the battalion chief process shall be awarded an additional two (2) points to their total score. This adjusted preliminary promotion list shall then be posted at all fire stations and copies provided to the Union and all candidates.

A candidate on the adjusted preliminary promotion list, who is eligible for veteran's preference, under the laws and agreements applicable to the department, may file a written application for that preference within ten (10) business days after the initial posting of the adjusted preliminary promotion list. Required documents shall be submitted in sealed envelope provided. The preference shall be calculated as provided under section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall make adjustments to the rank order of the preliminary promotion list based on any veteran's preference awarded, if any. The

final adjusted promotion list shall then be posted at all fire stations and copies provided to the Union and all candidates.

Subsection 7 - Right to Review

The Union or any affected candidate who believes that an error has been made with respect to eligibility to take the examination, examination result, placement, or position on a promotion list, shall be entitled to a review of the matter by the appointing authority. A grievance may be filed as provided by Article 25 of this agreement subject to the following conditions:

- The grievance shall be limited to disputes relating to a claim that the City failed to follow the requirements of this appendix in administering the test;
- The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by the evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.
- The grievance shall not involve any claims relating to disputes over the substantive content of any written exam, PPR, or assessment center, including the exam format and design, and the identity of those who conduct such components.

Subsection 8 - Order of Selection

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest-ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest-ranking person on the list. Unless the reasons for passing over the highest-ranking person are not remedial, no person who is the highest-ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in Article 25 of this agreement.

Subsection 9 - Maintenance of Promotional Lists

A final promotional list shall remain valid and unaltered for a period of two (2) years. The City shall take all necessary steps to ensure that the Board of Fire and Police Commissioners maintain in effect current eligibility lists so that promotional vacancies are filled no later than ninety (90) days after the occurrence of the approved vacancy; however, if there is no list in effect subject to Article 18.1 of this agreement, the promotional vacancies will be filled no later than one hundred eighty (180) days after the occurrence of the approved vacancy.

Section 18.2 - Transfers

The City, at the discretion of the fire chief, has the right to transfer employees between stations or assigned work hours as allowed within the provisions of this agreement. Such transfers shall not be made punitively, arbitrarily, or in violation of any article of this agreement.

Notification of all transfers shall be given to the employee in writing not less than fifteen (15) days prior to it becoming effective, except in cases of emergency or special circumstance. All such transfers shall be made in a fair and equitable manner and in the best interest of the department by the fire chief.

If an employee wishes to request a voluntary transfer, the employee shall submit such request in writing to the fire chief for his consideration. This request shall be to his approval or denial in a fair and equitable manner with the best interest and operation of the department of primary concern.

The City shall attempt to provide forty-eight (48) hour advanced notice of any detailed assignment to the employees affected. If an employee is temporarily detailed from his normally assigned fire station location to another fire station or work location at a time outside the employee's regular shift or working time and the forty-eight (48) hours advanced notice is not given, the employee shall be compensated at the overtime rate for the change in work location for that shift or working time. Each temporary detail assignment shall be considered a separate occurrence and compensated as outlined above.

All employees shall also be reimbursed for mileage in personal vehicles utilized to perform detail assignments.

Section 18.3 - Officer Replacement
When a regularly assigned officer is temporarily or unexpectedly absent from a duty assignment the vacant position shall be filled in the following order of priority:

1. By detailing a floating officer who is working his regular shift and not already assigned to an apparatus or counted as part of minimum staffing requirements as set forth in this agreement.
2. By recalling a captain or lieutenant from the additional duty assignment (overtime) system.
3. If the fire department is at or above the minimum staffing requirements of this agreement, and does not need to rehire an officer to meet the minimum staffing provisions, the senior qualified firefighter who accepts the position may temporarily serve as an acting officer, and he shall receive acting out of rank pay for any such time worked. If no one qualified accepts such duty, the fire chief or his designee shall have the authority to assign such duty.

Section 18.4 - Acting Out of Rank
Employees may be required to accept the responsibilities and carry out the duties of the next highest rank under circumstances including, but not limited to, the following. Whenever minimum staffing is being met as defined herein and there is no company officer actually working, on in no cases more than two (2) frontline fire apparatus, or when a battalion chief is not on-duty, designated employees may be assigned to act out of rank in the vacant position. These include the following:

- Whenever minimum staffing is being met as defined herein and there is no company officer actually working, on in no cases more than two (2) frontline fire apparatus, acting out of rank assignments shall be assigned in a rotating manner amongst those eligible employees on the same shift, with priority in the following order;

1. Employees of the rank of firefighter or firefighter-paramedic who appear on the current fire lieutenant promotion list (employees may not opt out).
2. Employees in the rank of firefighter or firefighter-paramedic who are eligible for the current fire lieutenant promotion process (employees may opt out).

Where applicable, employees who meet the requirements for acting out of rank may elect to opt out. An employee who elects to opt out will no longer receive acting out of rank assignments in a rotating manner amongst eligible employees. However, it is understood that eligible employees who opt out may still be assigned acting out of rank assignments when required by staffing levels regardless of opt out status. Employees may elect to opt out on an annual basis and no later than January 1 of each year. The opt out list shall reset on January 1 of each year.
An employee acting out of rank as a company officer shall be compensated at the rate of pay associated with the first step for fire lieutenant for all hours worked in an acting position.

- Fire lieutenants may be assigned to serve as an acting captain if a captain is absent for more than thirty (30) days due to extended sick leave, injury or other unanticipated absence other than promotion, retirement, or other reason necessitating promotion. Fire lieutenants assigned to acting captain shall be assigned in the following manner:
    - Fire lieutenants within the affected shift in the order they appear on the current Fire Captain Promotion list.
    - Fire Lieutenants in the order they appear on the current Fire Captain Promotion list.
    - Seniority of those eligible to participate in Captain's promotional process (as defined in 18.1 Subsection 3) amongst fire lieutenants within the affected shift.
    - Seniority, amongst fire lieutenants within the affected shift.

  Fire lieutenants may serve as acting captain for up to sixty (60) calendar days no more than twice per calendar year for a total of up to one hundred twenty (120) days per calendar year. In the event only one (1) Fire Lieutenant on the affected shift appears on the current Fire Captain promotion list, they shall serve as Acting Captain for up to one hundred twenty (120) days per calendar year prior to other Fire Lieutenants on the affected shift serving in that position. An employee acting out of rank as a fire captain shall be compensated at the rate of pay associated with the first step for fire captain while serving in that position.
- Fire captains may be assigned to serve as an acting battalion chief in the absence of the assigned shift officer. Fire captains may be assigned to acting battalion chief if a battalion chief is absent for more than thirty (30) days due to extended sick leave, injury or other unanticipated absence other than promotion, retirement, or other reason necessitating promotion. In this case, a fire Lieutenant shall be assigned to serve as acting captain utilizing the procedure described above. Fire captains may serve as acting battalion chief for up to sixty (60) calendar days no more than twice per calendar year for a total of up to one hundred twenty (120) days per calendar year. An employee acting out of rank as a battalion chief shall be compensated in the following manner: 5% will be added to the top of the range salary for the captain's position and the hourly rate will be calculated. The captain serving as the acting battalion chief will have his current hourly rate adjusted

upward to meet the newly calculated rate while serving in that position. Fire Captains assigned to serve as an acting battalion chief shall remain union members covered by this agreement. This shall be the usual procedure for assignment of acting Battalion Chief.

Upon termination of the acting assignment, the pay rate shall return to the employee's permanent rank held with time in grade.

ARTICLE 19 EDUCATIONAL PROGRAM

Due to the diverse and complex areas of responsibility the firefighters' job involves, the City and the employees agree to work together to improve the firefighters' abilities, performance and qualifications, thus providing the fire department's essential services to the community at or above the high standards presently attained.

The department will provide in-service training with the objective of furthering the firefighters' abilities, performance and qualifications. Furthermore, the firefighters shall be encouraged to attend educational classes, conferences, seminars, or other functions of similar nature intended to improve, upgrade, or recertify the firefighters' skill and professional ability in the fire service. Such educational opportunities shall be posted on the training board in each station.

The City reserves the right to establish the educational, training, and/or experiential qualifications employees must possess in order to acquire employment with the City. Any change in the education, training, or other qualifications of the employees once employed by the City shall be made by the City only if it is directly job related, a reasonable amount of time is given to achieve the new level of ability, and the employees are able to have input into any such changes. The City shall pay for the cost of any such required job-related increase in educational, training, or other qualifications. The City shall support firefighter training at the following levels:

- Mandatory training shall consist of those courses, curriculums, or certifications which the City mandates for all personnel. Leave from duty shall be granted to department personnel for attendance at mandated training. Personnel shall receive their normal salary while attending school and shall receive overtime pay, if applicable. The City may, at its discretion, temporarily assign the employee to a forty (40) hour workweek to facilitate attendance at mandated training. The City acknowledges its commitment to provide worker's compensation coverage.
- Specialty training shall consist of those courses or curriculums at which the fire chief, by virtue of individual circumstances or involvement with specialty teams or assignments, mandates attendance of individual personnel. Leave from duty shall be granted to department personnel for attendance at specialty training. Personnel shall receive their normal salary while attending school on-duty and shall receive overtime pay, if applicable. The City may, at its discretion, temporarily assign the employee to a forty (40) hour work week to facilitate attendance at mandated training. The City acknowledges its commitment to provide worker's compensation coverage.

- Elective training shall consist of those courses, curriculums, or certifications, which are job related but not mandated or required for the employee's assigned position. Employees attend elective training for the purpose of personal enrichment or for advancement in the fire department. Leave of duty may not be granted to department personnel for attendance at elective training, unless otherwise approved by the fire chief in a specific instance. Personnel attending elective training shall do so on their own time.

The grievance procedure set forth in this agreement shall be the process available to resolve any disagreements related to educational matters.

The City will reimburse all employees for any costs incurred for tuition, course costs, fees, and books upon the successful completion of approved courses, schools, training classes, conferences, seminars and other functions of a similar nature related to the fire service area. Such educational reimbursement shall not be less that that outlined in the City Personnel Policy Manual, as amended from time to time, which specifies the conditions under which all City employees will be equally reimbursed for all other educational assistance. All such cases shall require prior approval utilizing the forms and processes provided for such purpose. In any such case approval shall not be unreasonably denied.

An employee may request to attend elective training class/courses, while on duty, if the department is over the minimum staffing requirements and there is no additional cost to the City. There shall be no requirement on the City for the fire chief to allow on duty employees to attend elective training sessions. Employees may choose to use scheduled benefit time (vacation or personal day) to reserve a time slot on the FLSA calendar in order to attend elective training. If on the day of the training, the department is above minimum staffing and there is no overtime liability to the City for allowing the employee to attend, the City will not charge the employee his/her scheduled benefit time. The City reserves the right to cancel attendance at any training due to budgetary, staffing, or operational reasons. Such training will normally be rescheduled to a later date whenever possible.

The City will make a reasonable and sincere attempt that any and all notices, calendars, brochures, or other offering of fire service or job-related training should be promptly posted in each station and available to all employees.

The following is a list of, but not limited to, the minimum courses approved for attendance at or participation in, including reimbursement under the terms of the educational program as included in this agreement. The courses set forth below include many but not all of the fire service related courses available to the employees and does not in any way reduce the availability of any class, course, seminar, conference, or other job-related training opportunity not listed. Any class, course, seminar, conference, or other job-related training not included below will be approved in accordance with the provisions of this agreement. In no case will the employee receive an educational program/reimbursement level below that of any other City employees.

The details below are a guideline for approved courses and prerequisites for attending classes. The fire chief may approve the course before the prerequisites below are met if such approval is done

equally to all employees or to make the educational program/reimbursement equal to that of other City employees. No employee under this section shall be guaranteed course approval for more than two (2) courses, classes, seminars, etc. in any one (1) fiscal year. The City reserves the right to cancel attendance at any training due to budgetary, staffing, or operational issues. Such training will normally be rescheduled to a later date if possible.
Following successful completion of the probationary period:

- Advanced Technician Firefighter (Includes Office of the State Fire Marshal prerequisites)
- Other courses, seminars, etc. approved by the Fire Chief.

Employees following certification as Firefighter III/Advanced Technician Firefighter:

- Other courses, seminars, etc. approved by the fire chief.

ARTICLE 20 INSURANCE

Section 20.1 - Liability Coverage
The City will maintain liability coverage with the employees, as a group and including all fire department employees, named as insured.

Section 20.2 - Life and Health Insurance
The employees covered by this agreement shall receive the same life and health insurance as provided to all other City employees. Employees' dependents, as defined by the City's insurance carrier, are to be included in the medical coverage.

In cases of denied or disputed claims, the City will on request investigate the dispute, and if the City determines that the claim is valid, the City shall provide reasonable assistance to the employee in making an appeal to the insurance carrier, provided the terms of the applicable policies shall govern eligibility for any benefits and no disputes shall be subject to the grievance procedure of this agreement.

The employees shall be given, upon request, the current explanation of the insurance program and coverage.

Employees shall pay twenty-five percent (25%) of dependent coverage for health care costs. The dependent health care costs shall be calculated based on the city's procedure in effect on May 1, 1994[1].

The employee shall be allowed to participate in the City wellness program.

[1] The amount the employee shall be responsible for paying is calculated as 25% of the difference between the COBRA rate of the City's CORE plan for single coverage and the COBRA rate for the cost of the dependent coverage for the CORE Plan. The non-CORE premium equivalent rates are structured by the value of the plan. The City designates the PPO 1500 as their CORE plan (base level plan).

ARTICLE 21 CLOTHING ALLOWANCE

Section 21.1 - Uniforms and Gear

The City shall provide all required uniform, turnout gear, identification, and personal protective equipment at the time the employee begins full-time employment in the fire department.

The parties agree that the City shall provide any and all replacements of required uniform, turnout gear, identification and personal protective equipment at the time needed as set forth hereinafter. An employee in need of required uniform, turnout gear, identification, and personal protective equipment or replacement of said items shall contact the quartermaster, whom shall be designated by the fire chief. The quartermaster shall deem if the need exists and then, if there is a need for appropriate items, a requisition shall be forwarded to the quartermaster. Two employees who agree to be assistant quartermasters, appointed by the fire chief, shall assist the quartermaster with processing of inventory and requisitions, distribution of new uniforms and PPE, collection of returned items, and to assure equal representation and accessibility on all three shifts. Within a reasonable timeframe, the requested items shall be delivered to the quartermaster or designated assistant for distribution to the employee.

In no reasonable case shall any uniform, turnout gear, identification, or personal protective equipment item that has been deemed to be in need of replacement by the quartermaster or designee be refused when the appropriate written requisition is completed and forwarded to the fire chief or his designee without written reasons why the item requested has not been ordered or will not be delivered in the set forth timely manner. The grievance procedure set forth in this agreement shall be the available method to resolve any disagreements related to the clothing allowance matters.

The following items generally describe the regulation uniforms of the St. Charles Fire Department issued after May 1, 1990, and shall be in accordance with N.F.P.A. Standards. It is further agreed that the style, make, color, and any changes in the minimum uniform requirement or optional clothing may be recommended by the health and safety committee and approved by the fire chief. It is also agreed that any changes approved by the fire chief shall not be unreasonable or unsafe.

The minimum uniform requirements are as listed herein:

Six (6)	Pair Duty Uniform Pants
Six (6)	Duty Uniform Shirts (Button Down or Polo)
Six (6)	Fire Department Issued T-Shirts
Two (2)	Duty Sweatshirts
One (1)	Quilted Jacket
One (1)	Dress Uniform Jacket
One (1)	Pair Dress Uniform Pants
One (1)	Dress Uniform Shirt
One (1)	Uniform Cap
One (1)	Tie (Black)
One (1)	Fire Department Baseball Cap
One (1)	Winter Uniform Coat

One (1)	Pair Leather Dress Shoes
One (1)	Black Leather Belt (Class B use)
One (1)	Black Leather Belt (Class A use)

For Honor Guard, the minimum additional uniform requirements are as listed herein:

One (1)	Dress Uniform Jacket with "Red" Stripes
One (1)	Dress Uniform Pants with "Red" Stripes
One (1)	Dress Uniform Hat (Blue) with "Red" Stripe & Maltese Cross Insignia
One (1)	Dress Shirt (White) with American Flag on Right Shoulder and Department Patch on Left Shoulder
One (1)	Dress Tie (Black)
One (1)	Pair of High Gloss Black Dress Shoes
One (1)	High Gloss Black Leather Belt with Silver Buckle
One (1)	Pair of Honor Guard Gloves
One (1)	Pair of Honor Guard Collar Insignia
One (1)	Honor Guard Aiguillette

The Minimum turnout gear and personal protective equipment requirements are as listed herein:

One (1)	Helmet
One (1)	Turnout Coat
One (1)	Pair of Suspenders
One (1)	Pair Bunker Pants
One (1)	Pair Leather Bunker Boots
Two (2)	Pair Fire Gloves
Two (2)	Flash Hood
One (1)	Face Shield
One (1)	Flashlight
One (1)	SCBA Face Piece
One (1)	Pair of Safety Glasses

The Class C duty uniform shall consist of the following department issue: blue straight leg or cargo style pants, blue polo shirt or button down uniform shirt (with appropriate rank insignia), black belt with silver buckle and black station boots. Employees may wear either the blue button down duty shirt, blue duty sweatshirt with department t-shirt underneath, or blue polo shirt. However, a button down dress shirt or polo shall be worn for all public engagement events (i.e., inspections, public education, block party).

Employees shall be reimbursed up to $175 for each fiscal year of this agreement for the purchase of approved station footwear with prior approval of the quartermaster or designee. Employees may be reimbursed the balance available for the entire term of the contract at any time during the term of the contract. Employees have the ability to use the reimbursement for all items related to the approved station footwear.

New employees will be reimbursed for the value available in the fiscal year hired and any remaining years of the contract. If an employee separates from employment with the Fire Department prior to term of the contract and has utilized reimbursement exceeding what would have been available during the fiscal year of separation, the employee shall repay the City, upon demand, the sum equivalent to the total additional value that has been reimbursed.

Section 21.2 - Personal Property
Personal property required to be carried on duty, such as a watch or glasses shall be repaired or replaced with a comparable item, not to exceed $200, in the event of damage pursuant to assigned duties, with prior approval by the fire chief or his designee. An accident report must be completed to receive compensation.

Section 21.3 - Employee Responsibility
The employees are responsible for proper use and care of such equipment, and negligent use could result in disciplinary action.

ARTICLE 22 RETIREMENT, RESIGNATION, AND TERMINATION

Section 22.1 - Accrued Sick Time
If the employee resigns in good standing he will be eligible for payment of all unused sick leave up to the maximum set forth hereinafter or in force at the time of hire.

A. Employees in full-time employ of the City prior to May 1, 1986, are eligible for payment to a maximum of 600 hours of accrued sick leave.
B. Employees entering the full-time employ of the City on or after May 1, 1986, are eligible for payment to a maximum of 450 hours of accrued sick leave.

In good standing is defined as, but not limited to:

A. Resignation by a full-time employee with at least two (2) weeks' notice.
B. Permanent lay-off by the City or changing to another City department.
C. Retirement, if at least two (2) weeks notice is given.

Not in good standing is illustrated, but not limited to, the following:

A. Termination by the Fire Chief and the Board of Fire and Police Commissioners for disciplinary reasons with just cause.
B. Abandonment of the position.
C. Resignation in lieu of termination by a probationary employee.

Section 22.2 - Accrued Benefits
Except as outlined above, at the time of termination for any reason, such as retirement, resignation, discharge, or death, the employee shall receive payment for any and all benefits, which the employee has accrued. Any employee who has not repaid the balance of any advanced vacation leave remaining, shall have said amount deducted from their final paycheck at termination.

Section 22.3 - Deferred Compensation Plan
The employees covered by this agreement shall be eligible to participate in any deferred compensation program that the City currently has or may establish on the same terms and conditions that are applicable to any other City employees. The deferred compensation plan shall be set up and function under the rules and requirements of the IRS section 457.

Section 22.4 - Retirement Insurance Plan
The City and the employees are looking toward establishment of an employee-sponsored Retiree Health Savings (RHS) Plan. The Retiree Health Savings (RHS) Plan shall be administered by a group acceptable to the City and the employees. The purpose of the plan shall be to allow the employees to accumulate assets in order to pay medical and other eligible expenses at and during retirement.

The employees covered by this agreement shall have the ability to participate in any Retiree Health Savings (RHS) or comparable plan at not less than the terms and conditions that are applicable to other City employees. It is further agreed that the City and the union will meet and bargain in good faith to establish the specific terms and conditions of the fire department Retiree Health Savings or comparable plan. The result of the negotiations shall be reduced to writing, signed by both parties, and included as a side letter to this contract.

ARTICLE 23 DRUG AND ALCOHOL TESTING

Drug and alcohol testing shall be conducted in accordance with the procedures specified in Appendix D.

ARTICLE 24 GENERAL CONDUCT AND DISCIPLINE

Section 24.1 - General Conduct
As a member of public service, Firefighters shall conduct themselves in a manner so as to bring credit upon the City, the Fire Department and the Firefighters and abide by the reasonable rules and regulations set forth by the Board of Fire and Police Commission as amended from time to time, the Illinois Revised Statutes, the reasonable rules and regulations of the City and rules referred to in Section 7.1. Prior to initiating the discipline process, performance issues of a minor nature may be addressed by the use of employee coaching. If an employee can be effectively coached by his immediate supervisor following an incident, this action shall be considered as to whether or not it is necessary to institute the start of the discipline process for the employee. A coaching session is intended to correct under-achievement of performance expectations and is not considered discipline. Coaching sessions will be documented utilizing the coaching form. These forms shall be removed from the employee's personnel file upon request after their next regular evaluation.

Section 24.2 - Discipline
If the City has reason to discipline or reprimand an employee, it should be done in a manner that is fair, equitable, and will not embarrass or degrade an employee before any other employee or

member of the public. Disciplinary actions instituted by the City shall be for documented just cause, enforced in a fair and equitable manner, and dependent on the situation involved.

Section 24.3 - Off Duty Misconduct
The City may only discipline employees for off-duty misconduct where such conduct may adversely affect the employee's performance of his work duties or ability to function with others in the department or adversely affects the department's effectiveness in the community. There must be a reasonable and direct relationship demonstrated between the grounds for discipline and either the employee's ability to accomplish his or her duties satisfactorily or some other legitimate department interest.

When an employee is alleged to have engaged in serious misconduct, but the City has not had sufficient opportunity to investigate the allegations to make a disciplinary determination, the City may place the employee on administrative leave with pay pending the initial hearing or final outcome of the investigation.

Section 24.4 - Standards and Levels of Discipline
Non-probationary employees shall be disciplined only for just cause. As a general rule, the City will follow principles of timely progressive discipline for the purpose of encouraging corrective employee action where minor offenses are involved, but not where the offense is substantial and serious. Where the City believes just cause exists to institute disciplinary action, it shall have the option to assess the penalties of:

- Oral Warning
- Written Reprimand
- Suspension
- Discharge

Section 24.5 - Notification and Review
For any discipline that may lead to a written reprimand or greater, prior to taking any final disciplinary action, the City shall notify the employee of the reasons for such contemplated disciplinary action. Notification shall include:

- Allegation of violations of Rules and Regulations
- Statement of charges describing the alleged conduct giving rise to the possible discipline
- Employee's right to union representation

Once this investigation has been completed, the fire chief and/or his designee will make every attempt to share with the union representative(s) information from the investigation needed to properly represent the employee at a pre-disciplinary meeting while maintaining confidentiality of the information shared.

Except as provided otherwise herein, the grievance and arbitration procedure set forth in this agreement is the available means for appealing disciplinary action, with the exception of oral warnings which may be grieved and appealed, but not to arbitration.

If an employee is found to be unjustly suspended, the employee shall be reinstated with full compensation for all lost time and his record will be cleared of the suspension and charges.

The City and the association do mutually agree that the Illinois Firemen's Disciplinary Act, 50 ILCS 745/ of the Illinois Compiled Statutes, as amended, shall become incorporated into this agreement as if fully set forth herein.

Section 24.6 - Personnel Records
The City maintains an official personnel file on each employee in the human resources department. These personnel files and their contents are confidential and shall be kept secure at all times. The fire chief, his designee, and the human resource department shall be the only authorized persons with access to the files, except as set forth hereinafter. The Personnel Record Review Act, 820 ILCS 40/ shall be incorporated into this agreement as if fully set forth herein.

An employee can inspect the contents of his personnel or training file at any reasonable time and in the presence of the human resources department. The employee will also be able to obtain copies of the contents and add any materials he deems necessary for his file. The employee must request in writing the removal of any disciplinary materials which may no longer have a bearing on the employees' performance review, such disciplinary records have a stated time limit when they are eligible to be removed.

Except as otherwise provided herein, disciplinary actions must be purged from all records as follows:

Oral Warnings: as soon as twelve (12) months have elapsed since the employee was last warned for the offense, at the employee's request to the human resources department.

Written Reprimand: as soon as eighteen (18) months have elapsed since the employee was last warned for the offense, at the employee's request to the human resources department.
Suspension: as soon as twenty-four (24) months have elapsed since the employee was last warned for the offense, at the employee's request to the human resources department.

Letters regarding violence in the workplace (as defined by city policy), harassment (as defined by city policy), and theft shall be purged from all records as soon as five (5) years have elapsed, at the employee's request from human resources.

An Employee shall be able to put a letter into his file, which refutes the content or conclusions of any letter against him contained in his file.

ARTICLE 25 GRIEVANCE AND ARBITRATION

Section 25.1 - Scope and Purpose
The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee misunderstandings and grievances. A grievance is defined as a

complaint or a difference of an opinion between an employee or the union and the City, with respect to an alleged violation, misinterpretation, or misapplication of a specific provision of this agreement.

It is the desire of the City to adjust misunderstandings and grievances informally, and both supervisors and employees should make every effort to resolve problems as they arise. Lacking an opportunity to discuss and adjust grievances leads to employee dissatisfaction. This in turn may be reflected in job performance and adversely affect the high standards of service our City strives to provide. Therefore, good employee relations are good business.

Section 25.2 - Grievance Form
Employees, or the association, who desire to pursue a grievance must file a written form, at each level, within the time period provided below. Example of the grievance form is provided as Appendix B.

Section 25.3 - Grievance Procedure
Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) calendar days after the occurrence of the event giving rise to the grievance, or if the event giving rise to the grievance is such that the employee would not normally be aware of it within the applicable period, then time would commence within ten (10) calendar days after the employee reasonably should have been aware of that event, in accord with the following procedure:

Step 1 – An employee who has a question or dispute shall submit the grievance form as follows: Employees assigned to a 24-hour shift shall submit their grievance form to his/her battalion chief within ten (10) calendar days of the incident. Employees assigned to a 40-hour workweek in the fire prevention bureau shall submit the grievance form to the assistant chief of support services within ten (10) calendar days of the incident. Unless the grievance is presented within this time frame, it shall be deemed not to exist. If the employee's regular battalion chief or the assistant chief of support services is absent or unavailable during the period of time in which a grievance must be filed, then the grievance shall be presented to the assistant chief of operations. The battalion chief or the assistant chief, if applicable, shall offer to meet with the grievant(s) and a union representative to discuss the grievance within ten (10) calendar days of the receipt of the grievance from the grievant(s). The battalion chief or assistant chief or his designee shall render a written response to the grievant(s) and the union within ten (10) calendar days after the step one grievance meeting. If no such meeting is held, then the battalion chief or the assistant chief or his designee shall respond to the grievance within ten (10) calendar days of his receipt of the grievance from the grievant. A copy of the grievance and the response will also be forwarded to the human resources director and fire chief. If the grievant is dissatisfied with the response of the battalion chief or assistant chief, the grievant(s) may initiate Step 2 of this procedure.

Step 2 – The grievance form shall be submitted to the fire chief within ten (10) calendar days of the battalion chief's or the assistant chief's decision in Step 1. The fire chief shall make a separate investigation, including meeting with both the grievant(s) and a union representative to discuss the grievance within ten (10) calendar days after receipt of the grievance from the grievant. The fire chief or his designee shall render a written response to the grievant(s) and the union within ten (10) calendar days after the Step 2 grievance meeting. If no such meeting is held, then the fire chief or his designee will respond to the grievant(s) in writing within ten (10) calendar days of the receipt of the grievance. A copy of the grievance and the response will also be forwarded to the human resources director and city administrator. If the grievant(s) or union is dissatisfied with the response of the fire chief, the grievant(s) or union may initiate Step 3 at that time.

Step 3 – If the grievance is not settled in Step 2 of the grievance process and the grievant(s) or the union decides to appeal, the grievant(s) and/or the union officers shall, within fifteen (15) calendar days after the receipt of the Step 2 response submit the grievance form to the city administrator. The city administrator shall review the matter in detail and meet with the grievant(s) and the union officers at a mutually agreeable time within fifteen (15) calendar days of the receipt of the grievance. The city administrator shall give his written response within fifteen (15) calendar days of this meeting.

Section 25.4 - Arbitration

If a timely grievance has not been resolved within fifteen (15) calendar days after receiving the reply from Step 3 from the city administrator or his designee and if no request for arbitration is made within that time frame, the matter shall be deemed withdrawn or waived.

If a grievance is not settled during the above steps, the grievance may be taken to arbitration only by the union.

If arbitration is requested within the timeframe, by the union, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a panel of seven (7) recognized arbitrators from which one (1) will be chosen by alternate striking of names. The request shall specify that the panel be composed only of arbitrators who are members of the National Academy of Arbitrators and a resident of Illinois, Iowa, Wisconsin, or Indiana.

The party who strikes first shall be determined by a coin flip. The name remaining on the list after the other names have been stricken shall be the arbitrator. Either party may reject one entire panel.

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add, or subtract from the provisions of this agreement. The arbitrator shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not submitted to him. In the event the arbitrator finds a violation of the terms and conditions of this agreement, the arbitrator shall formulate an appropriate remedy. The arbitrator shall have no authority to extend time limits for filing of the

grievance or appeal to arbitration. If the grievance raises issues not addressed by the terms of this agreement, the arbitrator shall so rule and make no further comment on the matter.

Expenses for the arbitrator's services, if any, shall be shared equally by the parties. Each party shall be responsible for compensating its own witnesses. If either party desires, a record of the proceedings shall be made, and the cost of the court reporter shall also be shared equally by both parties.

The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the terms and conditions of this agreement to the facts of the grievance presented. A decision consistent with the terms of this agreement and not exceeding the arbitrator's authority, as limited herein shall be final and binding.

Section 25.5 - Board of Fire and Police Discipline

All non-probationary employees facing disciplinary charges with the Board of Fire and Police Commissioners of the City of St. Charles ("Board") shall have the right to choose between having disciplinary action resolved through a hearing before an arbitrator selected upon the grievance/arbitration procedure of this agreement or, alternatively, by a hearing conducted by the board.

If the fire chief files charges with the board, a grievance may be filed by a member of the union executive board ("union") contesting whether just cause exists for such action according to the following procedure:

1) At the time that the fire chief files charges with the board, he shall notify the affected employee and the union of such action, including the specifically recommended discipline.
2) The union may then file a grievance contesting the just cause of the disciplinary action. Such grievance shall be filed in accordance with Section 25.4.
3) If a grievance is filed, it may be referred to arbitration in accordance with the provisions of Section 25.4.
4) If the grievance is referred to arbitration by the union, the following additional conditions shall apply:
    a. The notice to refer the disciplinary grievance to arbitration shall be signed by the union's designated representative and shall also contain a signed statement from the affected employee waiving any and all rights he/she may have to a hearing before the board or to appeal the board's actions on the charges to the courts pursuant to the Administrative Review Act.

    b. Upon receipt of such notice referring the grievance to arbitration, the board shall issue an order implementing the fire chief's recommendation for discipline within fifteen (15) days of the filing of the union's notice of referral to arbitration without further hearing. If the board fails to act within such period, it shall be deemed to have issued a decision upholding the charges and recommended discipline as filed by the fire chief. In either event, the grievance as to whether such board action is supported by just cause shall be heard before an impartial arbitrator as provided in

of the grievance procedure (Section 25.4) unless the grievance is settled upon terms acceptable to the union, the employee, and the City.

5) If no grievance is filed by the union or the union does not refer the grievance to arbitration, the charges shall proceed to a board hearing and a determination shall be made by the board.

Section 25.6 - Other Provisions
Any complaint other than a grievance, as defined, shall be handled by the procedure as outlined in the City Personnel Policy Manual.

At any time after a grievance has been filed, the City or its' agents and the employee's or the union may agree to settle the grievance. In any case, the terms of the settlement shall be in writing, dated, signed by both parties, and shall not be inconsistent with the terms of this agreement.

At any time during the grievance procedure a union officer may be present, with or without the employee, to have a grievance heard and resolved. The names of the union officers or other authorized union representatives who may represent employees at any step of the grievance procedure shall be forwarded annually to the fire chief by the union in writing.

A grievance may be presented at a step other than the first step in cases that do not involve an immediate supervisor. Furthermore, if the grievance is not appealed to the next step within the specified time limit or any agreed to extension, it shall be considered settled on the basis of the City's or its agent's last answer.

Nothing in this agreement prevents an employee from presenting a grievance to the City and having the grievance heard and settled without the intervention of the union, provided that a union officer is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of this agreement.

Section 25.7 - Impasse Arbitration for Contract Negotiations
Should arbitration be invoked during contract negotiations, the parties agree to waive the panel selection in subsection 14 of the Act and select an impartial arbitrator as provided in Section 25.4 of this agreement.

ARTICLE 26 EMERGENCY MEDICAL SERVICES (EMS)

Section 26.1 - Paramedic Positions
All employees hired on or after May 1, 2003, and all existing employees who were directed to obtain and maintain EMT-Paramedic (EMT-P) license prior to June 1, 2002, shall maintain their EMT-P license as a condition of employment. The exceptions to this condition are that employees can opt out pursuant to the procedures included in this agreement, or the fire chief may grant written permission to an employee to discontinue their EMT-P license. Illinois Department of Public Health licensure/re-licensure for EMT-P will be paid by the City.

Section 26.2 - Emergency Medical Technicians
All current employees presently holding an EMT-B license or presently holding an EMT-P license that opt out of paramedic status, pursuant to the procedures included in this agreement, shall maintain such license during the term of this agreement. Furthermore, all employees hired on or after May 1, 2003, shall maintain their EMT-B license as a condition of employment should they opt out of paramedic status, pursuant to the procedures included in this agreement. Illinois Department of Public Health licensure/re-licensure for EMT-B will be paid by the City.

Section 26.3 - Good Faith Effort
The employees shall make a good faith effort to obtain and maintain their license as EMT-P or EMT-B. An employee's failure to make, in the fire chief's judgment, a good faith effort to obtain and maintain their EMT-P or EMT-B license shall be subject to disciplinary action. Current employees, as of May 1, 2003, not presently holding an EMT-B license shall be encouraged to but not required to obtain that license during the term of this agreement.

An employee hired after May 1, 2003, who makes, in the fire chief's judgment, a good faith effort but nevertheless fails to successfully obtain/maintain an EMT-B or EMT-P license, shall be given one (1) additional opportunity to obtain or retain license as an EMT-B or EMT-P. The City will refund to the employee, upon submission of appropriate receipts or documentation for the direct costs for retraining, such as tuition, fees, and books. Expenses for mileage, meals, and time will not be reimbursed.

Section 26.4 - Number of Paramedics
The fire chief shall establish no later than January 1 of each year, following discussion and consideration at a labor-management meeting for the purpose of determining the number of EMT-P positions needed for that year, the number of bargaining unit employees assigned to shift work who must maintain a current EMT-P license. The fire chief shall have the right to revise the number of required EMT-P's annually following the above procedure.

The fire chief shall, on an annual basis or any time there is a change, advise the union president of the number of employees who must maintain a current EMT-P license.

Section 26.5 - Opt Out Provisions
Employees hired prior to May 1, 2008, may exercise the option to opt out of licensure as an EMT-P as specified below. If the number of employees who have EMT-P exceeds the number the fire chief has established, as required for EMS operations, employees up to the number in excess of the number that the fire chief has established shall have the right to be relieved of the requirement that they maintain their EMT-P license subject to the following:

A. Employees completing school and receiving license with identical dates shall be placed on the EMT-P seniority list following department seniority.
B. Employees shall notify the fire chief in writing of their desire to discontinue their license provided they have been licensed and functioning as EMT-P's for at least four (4) years with the St. Charles Fire Department.

C. If the number of employees who request to discontinue their EMT-P license would result in a number of EMT-Ps dropping below the number established by the fire chief, preference shall be given to employees based on seniority, with employees who have the highest number of years of service as an EMT-P with the St. Charles Fire Department having priority.
D. Employees hired after May 1, 2003, shall maintain their EMT-B license at a minimum if they opt out of paramedic status.
E. Employees hired after May 1, 2008, who hold the rank of paramedic/firefighter, shall maintain their EMT-P license as a minimum requirement of their continued employment with the City. Employees hired after May 1, 2008, who hold the rank of lieutenant or captain may exercise the option to opt out of licensure as an EMT-P as defined by this agreement.
F. Any bargaining unit employee, who was previously permitted to drop their EMT-P license, and subsequently restores their EMT-P license with any EMS System at any time during their term of employment with the City, must immediately inform the fire chief. Upon restoration of EMT-P licensure, the employee must successfully test into the current EMS system as an EMT-P within 90 days of restoration and must function under the auspices and approval of the current EMS system serving the St. Charles Fire Department, regardless of any other standing he or she may possess with another EMS system.

Section 26.6 - Emergency Medical Training
The City shall make appropriate arrangements for employees to undertake the necessary courses of study, practical experience, and other prerequisites to obtaining and/or maintaining EMT-P and/or EMT-B licenses. This includes paying the direct cost of the training in accordance with present practice.

Any required EMT-P or EMT-B training which occurs outside the employee's regularly scheduled hours of work, and which has been approved by the fire chief or his designee, shall be compensated at the overtime rate of one and one-half (1½) times the employee's regular hourly rate of pay.

In addition, the necessary continuing education hours needed to maintain the EMT-P or EMT-B license, if they occur outside the employee's regularly scheduled hours of work, and has been approved by the fire chief or his designee, shall be compensated at the overtime rate of one and one-half (1½) times the employee's regular hourly rate of pay. Any clinical hours above the required hours, that occur outside the regularly scheduled hours of work, shall not be considered compensable time.

Section 26.7 - Annual Continuing Education
It shall be the responsibility of the department to provide the mandated hours and topics of annual continuing education to the employees. The department shall work to coordinate a majority, or if and when possible all, continuing education for employees holding EMT-P and EMT-B licenses during regular working hours for the shift personnel.

It shall be the responsibility of all EMT-P's and EMT-B's to obtain the mandated hours of annual continuing education and to submit documentation of these hours to the EMS coordinator prior to the last day of the year.

Section 26.8 - Paramedic Preceptors/Facilitators
The preceptor/facilitator position is a voluntary position providing EMS field training, to, but not limited to, intern EMT-P's during their licensing process, EMT-P students, EMT-B students, and other department licensed EMT-P's and EMT-B's. Preceptors/facilitators also participate with the instruction of various forms of EMS continuing education programs.

If there are an insufficient number of preceptors who volunteer, EMT-P's who meet the following criteria may be assigned for a term of one (1) year with a minimum of one (1) year between required assignments. The qualifications for the position of preceptor/facilitator are:

A. At least one (1) year experience as a licensed EMT-P for the St. Charles Fire Department and in the Southern Fox EMS system.
B. Possesses a sound knowledge of EMS theory and skills and the ability to instruct, coach, and guide.
C. Have no previous sustained complaints of misconduct related to patient care or malpractice in the EMT-P's personnel file within the past twelve (12) months
D. Maintain current good standing with the department, EMT-P continuing education requirements, and any and all EMS quizzes and examinations.
E. Endorsement and unanimous agreement of the fire chief, department EMS coordinator, EMS system director, and the union president.
F. Temporary assignments due to preceptor absence must meet all of the above.

The fire chief shall determine the number of preceptors necessary for elective education and training purposes.

Section 26.9 - Preceptor Pay
Employees serving as a paramedic preceptor shall receive a $520 preceptor pay annually. This amount shall be divided by twenty-six (26) and paid to the qualifying employees equally over the twenty-six (26) pay periods of the year.

Section 26.10 - Probationary Firefighter/Paramedic
Probationary firefighters hired with EMT-P licenses shall maintain that license. Continuing education hours completed outside of regularly scheduled hours of work, and approved by the fire chief or his designee, shall be compensated at the overtime rate of one and one-half (1 ½) times the employee's regular rate of pay as set forth in this agreement.

The probationary firefighter shall be required to successfully test into the Southern Fox EMS system within ninety (90) days of their employment with the City. While the firefighter is in his probationary period, the EMS coordinator will assist the employee in obtaining the right to function in the Southern Fox EMS system.

Section 26.11 - Department EMS Coordinator
The fire chief shall designate a department EMS coordinator. The department EMS coordinator shall be a bargaining unit employee of the rank of Lieutenant or higher. The department EMS coordinator shall supervise the EMS operation and function of EMS personnel within the department.

The department EMS coordinator shall report directly to a battalion chief as designated by the fire chief. The battalion chief will serve as the department's EMS director, and shall have overall department EMS administrative responsibilities.

Section 26.12 - Notice and Medical Treatment
The City acknowledges its obligation for notification and treatment under 29 Code of Federal Regulations, Part 1910.1030 Bloodborne Pathogens as adopted in reference by the Illinois Department of Labor for employees' occupational exposure to blood or other potentially infectious materials.

ARTICLE 27 FIRE PREVENTION BUREAU (FPB)

Section 27.1 - Fire Prevention Bureau Positions
The department may create fire inspector positions within the fire prevention bureau (FPB). These positions shall be filled with bargaining unit employees at the rank of lieutenant.

Section 27.2 - Filling Fire Prevention Bureau Positions
Where there is a vacancy in the fire prevention bureau, the assignment to the fire inspector position in the fire prevention bureau shall be made in the order as set forth in this agreement.

All lieutenants will be given an opportunity to request assignment to the fire prevention bureau. Furthermore, there shall be an annual FPB bidding by seniority, from the officer rank(s) involved, for any open position(s) in the fire prevention bureau. This annual bidding shall be completed prior to the annual vacation sign up procedure for the upcoming calendar year.

Assignment to the fire prevention bureau shall be as set forth hereafter:

A. First, from among the lieutenants who volunteer for such assignment.
   1) The officer(s) by seniority and currently certified as a Fire Prevention Officer I/Basic Fire Prevention Officer shall have priority for the position.
   2) The officer(s) by seniority without certification as a Fire Prevention Officer I/Basic Fire Prevention Officer shall have next priority for the position should it not be filled from the previous group.
B. Second, if there are no volunteers or if there are an insufficient number of volunteers, the lieutenants with the least departmental officer seniority in the affected rank shall be assigned to fill the position in the reverse order of seniority until all needed fire prevention positions are filled. If the least senior lieutenant has served his complete term and no lieutenant promotion(s) have been made, the least senior lieutenant shall remain assigned to the fire prevention bureau until a lieutenant promotion occurs.

Any lieutenant who obtains his Fire Prevention Officer I/Basic Fire Prevention Officer certification while in the bureau must serve one (1) additional year in the bureau, unless another lieutenant with Fire Prevention Officer I/Basic Fire Prevention Officer requests or bids for the bureau position or there is a less senior lieutenant with Fire Prevention Officer I/Basic Fire Prevention Officer.

Section 27.3 - Duration of Fire Prevention Bureau Assignment
Fire prevention assignments shall normally commence at the beginning of the first full pay period in the calendar year. Each initial assignment to the fire prevention bureau, whether voluntary or assigned, shall be for a period of not less than two (2) years. The only exception to this is for any lieutenant assigned to the fire prevention bureau prior to June 30 of that calendar year, the lieutenant will serve the balance of the calendar year and one (1) additional calendar year. For lieutenant(s) assigned to the fire prevention bureau after June 30 of that calendar year, the lieutenant will serve the balance of that calendar year plus an additional two (2) calendar years. Fire prevention bureau assignments shall end at the conclusion of the last full pay period in the calendar year. The fire prevention bureau bidding/assignment process shall be completed on an annual basis and prior to the vacation calendar sign-up.

An officer that is working in the fire prevention bureau shall be able to remain in that capacity if he chooses to remain in that position, as approved by the fire chief, during the annual FPB bidding system, with no limit to the number of terms the lieutenant can choose to maintain that position on an annual renewal basis. Should a lieutenant be forced to fill a vacancy in the fire prevention bureau, the lieutenant shall be able to return to a fire suppression assignment as outlined in this agreement.

Section 27.4 - Return to Fire Suppression Assignment
When an equivalent position becomes open or available in fire suppression, the lieutenant in the fire prevention bureau assignment(s) will have the option to return to fire suppression duties on a seniority bid basis only when the term is completed or the employee has been promoted. In addition, the lieutenant may elect to return to fire suppression by seniority during the annual FPB bidding if the lieutenant has seniority and elects not to remain in a FPB assignment for the next calendar year.

Section 27.5 - Holidays
The officer(s) working in the fire prevention bureau shall have the same union holiday schedule as the employees covered by this agreement and outlined in this agreement. The FPB officer(s) shall receive the holiday(s) off with pay. If the officer(s) are working a temporary shift assignment on a holiday they shall be paid in accordance with the provisions of this agreement.

Section 27.6 - Vacation
Upon assignment to the fire prevention bureau, whether voluntary or required, the officer(s) shall retain all of their accrued vacation time. If or when an officer returns to a fire suppression assignment, the officer(s) will also retain all of their accrued vacation time.

Officer(s) shall accumulate vacation time in accordance with the provisions of this agreement.

Years of Service	Annual Amount Earned	Accumulation Rate
1-4	10 days	3.08 hours bi-weekly
5-9	15 days	4.62 hours bi-weekly
10	16 days	4.93 hours bi-weekly
11	17 days	5.24 hours bi-weekly
12	18 days	5.54 hours bi-weekly
13	19 days	5.85 hours bi-weekly
14	20 days	6.16 hours bi-weekly
15	21 days	6.47 hours bi-weekly
16	22 days	6.77 hours bi-weekly
17	23 days	7.08 hours bi-weekly
18	24 days	7.39 hours bi-weekly
19	25 days	7.70 hours bi-weekly

Vacation sign up and usage by officer(s) assigned to the fire prevention bureau shall be separate from the regular fire suppression employees. An officer(s) shall be able to choose any day for vacation time off with the provision that one member of the fire prevention bureau, including the Assistant Chief in charge of the FPB, should be working during regular business hours, except as approved by the fire chief. If the officer(s) move to a fire prevention bureau position, any and all vacation previously scheduled shall be honored. Further details of the vacation sign up and usage for the officer(s) assigned to the FPB shall be as outlined in this agreement and the vacation sign up system mutually agreed to between the City and the union which will be reduced to written procedure and included as a side letter to this agreement.

Section 27.7 - Personal Time

The officer(s) assigned to the fire prevention bureau, whether voluntary or required, shall receive forty-two (42) hours of personal time annually. Personal time may be scheduled off as outlined in this agreement.

Section 27.8 - Sick Time

Upon assignment to the fire prevention bureau, whether voluntary or required, the officer(s) shall retain all of their accrued sick time. If or when an officer returns to a fire suppression assignment, the officer(s) will also retain all of their accrued sick time.

While assigned to a fire prevention bureau position, the officer(s) shall accumulate sick time at a rate of eight (8) hours per month, with no maximum to the amount accumulated.

Section 27.9 - Fire Prevention Bureau Work Schedule

Bargaining unit members assigned to the fire prevention bureau shall be assigned to a forty (40) hour work week. For purposes of Section 7K of the FLSA, the City has adopted a seven (7) day work period for each bargaining unit employee assigned to a forty (40) hour work week in the fire prevention bureau. Scheduled work days shall normally consist of five (5) consecutive eight (8) hour days including a thirty (30) minute paid lunch period beginning at 8:00 a.m., Monday

through Friday. Lunch periods shall normally be scheduled after the third and before the sixth hour of the work day. Employees may request to work a work schedule of four (4) ten (10) hour days, including a thirty (30) minutes paid lunch period. The fire chief must approve such flexible scheduling.

Section 27.10 - Hours of Work
The officer(s) assigned to the fire prevention bureau shall work a forty (40) hour week. The hourly rate of pay for such employees shall be calculated by dividing their annual salary and FPB pay by two thousand eighty (2,080) hours.

Section 27.11 - Fire Prevention Bureau Pay Classification
The officer(s) assigned to the fire prevention bureau will receive an additional amount of eighty-two (82) hours of straight-time pay equivalent to the additional pensionable pay amount received by the employees assigned to the shift schedule.

Section 27.12 - Overtime
The officer(s) assigned to the fire prevention bureau shall be paid overtime at a rate of one and one-half (1½) times the FPB officer(s) regular hourly pay rate. Overtime shall be paid for any hours worked in excess of eight (8) hours in a day in a five (5) day work week or ten (10) hours in a four (4) day work week, in excess of forty (40) hours per week, or any time the FPB officer(s) work on any FPB related time, assignment, or training outside of regular work hours outlined in this agreement.

The officer(s) assigned shall have the right of first refusal for any overtime assignment related to fire prevention or public education prior to such assignment becoming available to the other employees covered by this agreement.

The FPB officer(s) shall be eligible to work overtime in fire suppression operations, (emergency, training, fill-in, or other) and will be paid at the regular overtime rate for his pay classification fire suppression officers of the same rank as the affected FPB officer for such fire suppression related overtime.

Section 27.13 - Clothing
Officer(s) assigned to the fire prevention bureau will receive the same clothing allowance as the other employees covered by and as defined in this agreement.

Section 27.14 - Training
The officer(s) assigned to the fire prevention bureau will receive the same training as is scheduled for the other employees covered by this agreement. In addition, if the officer(s) assigned to the fire prevention bureau are not certified to the Fire Prevention Officer I/Basic Fire Prevention Officer, the fire chief or his designee shall make that training available to such officer(s) during their regular work schedule where and when possible.

ARTICLE 28 OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

Section 28.1 - Purpose
The City and the employees agree that protecting the health, safety, and welfare of the employees is of primary concern to the City, the fire department, and the employees. In order to promote this concern, a fire department occupational safety and health committee shall continue to function during the entire period this agreement is in force.

Section 28.2 - Composition of Committee/Meetings/Recommendations
An occupational safety and health committee composed of up to four (4) representatives designated by the fire chief and four (4) representatives designated by the union. The occupational safety and health committee shall meet monthly and at such other times as a majority of the committee may deem necessary for the purpose of discussing matters relating to safety in the fire department. The occupational safety and health committee, or a minority thereof, may make written recommendations concerning safety issues (inclusive of recommendations submitted by other departmental committees that pertain to the matter of safety) to the fire chief. Such recommendations shall be advisory only. A copy of all such recommendations shall be provided to the president of the union

Within twenty-one (21) calendar days of receipt of any such recommendations, the fire chief or his designee shall set forth in writing his response to the recommendations. Such response shall include what action, if any, the fire chief intends to take in response to the recommendations. In the event that the fire chief elects not to follow the recommendations, his response shall include his reasons for doing so and any alternative action, if any, the fire chief intends to take.

If any occupational safety and health committee meeting(s) are scheduled during the working hours of employee(s) who will be attending the meeting(s), the employee(s) shall be released from duty to attend the meeting without loss of pay.

Section 28.3 - Scope
The areas to be reviewed by the occupational safety and health committee shall include but not be limited to the following:

A. Make recommendations on any possible hazards to a safe and healthy job assignment or workplace that are brought to its attention.
B. Review any accidents or injuries in the department to better determine the reasons why the problem occurred and to provide any recommendations to prevent a similar event from occurring in the future.
C. Review the types, condition, use and availability of apparatus, equipment and protective clothing with the goal of improving safety and operations within the department.
D. Make periodic inspections of fire department facilities, apparatus, protective equipment, protective clothing, and other equipment at least semi-annually.

ARTICLE 29 LABOR-MANAGEMENT COMMITTEE

Section 29.1 - Scope
The union and the employer mutually agree that in the interest of management and employee relations, it is desirable that meetings be held between union representatives and responsible administrative representatives of the employer. Such meetings shall be held as needed as agreed by both parties at a mutual time and place. In addition to these meetings, either party may request a meeting at least ten (10) calendar days in advance by placing, in writing, a request to the other for a meeting of the labor-management committee and expressly providing the agenda for such meeting forty-eight (48) hours in advance.

Such meetings shall be held in the fire department or other mutually agreed upon place and limited to:

A. Discussing the implementation and general administration of this agreement.
B. A sharing of general information of interest to the parties.
C. Notifying the union of changes in conditions of employment contemplated by the employer, which may affect the employees.
D. Conferring on matters of mutual interest.

Section 29.2 - Conditions
It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at meetings of the labor-management committee, nor shall negotiations for the purpose of altering any or all terms of this agreement be carried on at such meetings.

Section 29.3 - Attendance
Attendance at meeting of the labor-management committee shall be voluntary on the employees' part, and attendance during such meetings shall not be considered time worked for compensation purposes, except for employees who attend during working hours, the employee shall be permitted to attend without loss of pay. Normally, four (4) persons from each side shall attend these meetings, schedules permitting.

ARTICLE 30 SAVINGS CLAUSE

If any term or provision of this agreement, at any time during the life of this agreement, is in conflict with any applicable existing or subsequently enacted federal or state legislation and is therefore declared invalid, unenforceable, or unlawful by said legislation or by virtue of any judicial action, the remaining terms and provisions of this agreement shall remain in full force and effect. The parties agree that should any terms or provisions of this agreement be declared invalid, unenforceable, or unlawful the parties will then meet to negotiate over the terms and provisions declared invalid, unenforceable, or unlawful and mutually agree on acceptable new terms and provisions to replace terms and provisions so affected.

If any term or provision of this agreement, at any time during the life of this agreement, is in conflict with any other agreement, ordinance or rule the terms and provisions of this agreement shall prevail over any such conflicting terms. The City further agrees that it will not adopt any ordinance that will provide any additional authority to the Board of Fire and Police Commissioners exceeding that presently provided as of the signing of this agreement and under Illinois State Statutes, except for items that may hereafter become mandated by Illinois State Statutes. The City further agrees that any items contained in this agreement that are a mandatory or permissive subject of bargaining under Illinois State Statutes or IPELRA shall be excluded from being superseded by the Board of Fire and Police Commissioners rules and regulations. Both parties agree that the rules and regulations of the Board of Fire and Police Commissioners shall prevail in all matters of discipline.

It is also acknowledged, based on the above conditions, that any conflict between the terms and provisions of this agreement and the rules of the Board of Fire and Police Commissioners, the terms and provisions of this agreement shall govern, except as expressly modified by this agreement.

All appendices and amendments of this agreement shall be numbered or lettered and shall be subject to all provisions of this agreement. Any amendments to this agreement shall also be dated and signed by both the responsible parties.

ARTICLE 31 COMPLETE AGREEMENT

This written agreement constitutes the parties' complete agreement and concludes bargaining for its term, unless mutually agreed to by both parties. No amendment or modification of this agreement shall be operative or effective unless reduced to writing and executed or signed by the representatives of the parties. Any matter, issue, or term, including any changes or additions thereto, which is not addressed by the terms of this agreement may be handled, resolved, implemented, modified, or discontinued by the City at its discretion in a fair and equitable manner, on the condition that the employees shall receive the same benefits or treatment as the rest of the employees of the City in any and all areas not covered in this agreement.

ARTICLE 32 ATTEST

Approved and agreed to this 15TH day of JUNE, 2020, by the City of St. Charles, Illinois, as attested by the signatures affixed hereto:

By: Mark Koenen

Mark Koenen, City Administrator
City of St. Charles

Attest:

Charles Amenta, City Clerk

Approved and agreed to this 24 day of June, 2020, by the St. Charles Professional Firefighters Association - I.A.F.F. Local 3322 of the St. Charles Fire Department, St. Charles, Illinois, as attested by the signatures of its authorized representatives affixed hereto:

By:

Guy Gresser, President

Chad Tinsley, Vice President

Steve Rehak, Secretary

Steve Siwy, Treasurer

APPENDIX A - DEFINITIONS

Anniversary Date	The day and month that an employee last began to work for the City.
Association Officer	The term "association officer" shall refer to the association's duly elected or appointed president, vice-president, secretary, treasurer, and up to four (4) representatives.
Business Week	The regular business week shall be defined as the hours of 08:00 a.m. to 05:00 p.m., from Monday through Friday inclusive (excluding Saturdays, Sundays, and holidays).
Calendar Year	The twelve-month period beginning January 1 of one calendar year and extending through December 31 of the same calendar year.
Days (Schedule)	"Days" shall be defined as a temporary work schedule for training consisting of forty (40) hours per week during the regular business week as set forth in Article 9.1 of this agreement. Days shall commence no earlier than 07:00 a.m. and cease no later than 18:00 p.m. (6:00 p.m.) on the same day.
Extended Sick Leave	Absence from work classified as sick leave anticipated to be longer than two calendar weeks.
Fire Chief	The fire chief shall be defined as the fire chief of the St. Charles Fire Department. In the absence of the fire chief, the position of fire chief being vacant or unfilled for any period of time or other changes in fire department structure, for purposes of this agreement, an assistant chief shall be designated to handle such matters related to this agreement.
Fiscal Year	The twelve-month period beginning May 1 of one calendar year and extending through April 30 the following calendar year.
Full-Time	Full-time employees are the full-time sworn employees, hired through the Board of Fire and Police Commissioners, in accordance with all federal laws, state statutes, local ordinances, board rules, and terms and conditions of this agreement. The full-time employees shall only be those full-time employees covered by this agreement.
Gender	In this contract, the pronouns he, him, and his shall refer to both men and women employees equally.
Grievance	A "grievance" is a difference of opinion between an employee or the association and the City with respect to the meaning or application of the express terms of this agreement.

Probationary Period	New employees shall be deemed probationary employees as determined by state statute.
Resignation	The term "resignation" shall be defined as the express written communication by the employee to the fire chief stating he is resigning and the date it shall become effective. Resignation shall be deemed to exist upon failure to report for scheduled workdays, without obtaining an approved absence, on three (3) consecutive scheduled work duty days or shifts.
Retirement	Retirement shall be defined as leaving the employ of the City following any quantity of service time where an employee is be eligible for any retirement pension or benefits, whether a pension is applied for or not, from the firefighter's pension fund.
Shift (Schedule)	"Shift" shall be defined as a work schedule of 24 hours on duty (one shift), starting at 07:00 a.m., and ending the following day at 07:00 a.m., followed by 48 consecutive hours off duty (2 shifts).

APPENDIX B – GRIEVANCE SUBMISSION FORM

St. Charles Professional Firefighter's Association I.A.F.F. Local 3322

Grievance Submission Form

Grievance Procedure/Reference: Article 25, Agreement Between the City of St. Charles and IAFF Local 3322, effective May 1, 2020, through April 30, 2024.		
Grievant's Name (please print)**:**		**Date Submitted:**
Date Grieved Incident Occurred:	**Time Grieved Incident Occurred:**	**Contract Section Violated:**
Please provide a written statement of the grievance and the facts upon which it is based:		
Please provide a statement of the remedy or adjustment grievant is seeking:		
Grievant's Signature:		

Step 1:	Submit to **Battalion Chief or Assistant Chief** in their absence, within ten (10) calendar days of incident.
I certify that I personally received this written formal grievance form. Signature:	**Date Received from Grievant:**
☐ Grievance meeting offered. Date/Time (if applicable)**:**	Cc: Union Representative Director of Human Resources Chief of Fire Department
☐ Written response rendered (attached). Date:	

Step 2:	Submit to **Chief of Fire** within ten (10) calendar days after Step 1 written response.
I certify that I personally received this written formal grievance form. Signature:	**Date Received:**
☐ Grievance meeting offered. Date/Time (if applicable)**:**	Cc: Union Representative Director of Human Resources City Administrator
☐ Written response rendered (attached). Date:	

Step 3:	Submit to **City Administrator's Office** within fifteen (15) calendar days after Step 2 written response.
I certify that I personally received this written formal grievance form. Signature:	**Date Received:**
☐ Grievance meeting scheduled. Date/Time Scheduled:	Cc: Union Representative Director of Human Resources Chief of Fire Department
☐ Written response rendered (attached). Date:	

Grievance Settled	
Date Settled (written and signed terms attached):	Cc: Union Representative Director of Human Resources Chief of Fire Department

APPENDIX C - VOLUNTARY DUTY TIME "TRADE" BY PERSONNEL

No. _____

Type of Trade

- ☐ Regular
- ☐ Kelly Day
- ☐ OT
- ☐ Emergency
- ☐ PSI

We, the undersigned, have elected for our own convenience to "trade" the time period shown below on the date indicated.

We understand that such time is not subject to overtime pay by the City of St. Charles, except as may be defined specifically in a certain agreement between the City of St. Charles, Illinois, and the St. Charles Professional Firefighters Association, IAFF Local 3322, and that such time shall be "paid back" within one (1) calendar year of the time of the original "trade." We further understand that if such time has not been "paid back" within the allotted time, then the fire chief may require us to execute such "pay back" before the end of the cycle.

DATE OF TRADE: _____ **HOURS INVOLVED:** _____

_____

PERSON INITIATING TRADE

_____

SIGNATURE OF REGULARLY SCHEDULED EMPLOYEE **PRINTED NAME** **BADGE NUMBER**

_____

SIGNATURE OF RELIEF COVERAGE EMPLOYEE **PRINTED NAME** **BADGE NUMBER**

_____

APPROVED BY **DATE**

VOLUNTARY DUTY TIME "TRADE" BY PERSONNEL

We, the undersigned, have elected for our own convenience to "trade" the time period shown below on the date indicated.

We understand that such time is not subject to overtime pay by the City of St. Charles, except as may be defined specifically in a certain agreement between the City of St. Charles, Illinois, and the St. Charles Professional Firefighters Association, IAFF Local 3322, and that such time shall be "paid back" within one (1) calendar year of the time of the original "trade." We further understand that if such time has not been "paid back" within the allotted time, then the fire chief may require us to execute such "pay back" before the end of the cycle.

DATE OF TRADE: _____ **HOURS INVOLVED:** _____

_____

PERSON INITIATING TRADE

_____

SIGNATURE OF REGULARLY SCHEDULED EMPLOYEE **PRINTED NAME** **BADGE NUMBER**

APPENDIX D - SUBSTANCE USE POLICY

Section 1 - Policy Statement

The union and the employer agree that the use of illegal drugs, and the misuse of legal drugs and alcohol, by members of the fire department present unacceptable risks to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol use. Any changes to this policy will be discussed at a labor-management meeting and agreed to by both parties.

The City of St. Charles is committed to providing a safe and productive work environment for all employees and visitors. Employee health and overall well-being of the mind and body are important. The adverse effects of drug and alcohol use by employees are unacceptable. Consistent with the spirit and intent of this commitment, the City of St. Charles has developed and is implementing the following substance use (drugs and alcohol) policy for the firefighters, firefighter/paramedics, lieutenants, captains, and fire prevention bureau officers in accordance with the IAFF contract. All aspects of the City's drug/alcohol testing policy including, but not limited to, the collection, handling, shipping, receiving, and storage of specimens, laboratory analysis procedures, record keeping, and the reporting of test results shall comply with federal regulations.

Section 2 - Definitions

A. "Positive test results" shall mean a positive result on both a confirming test and initial screening test. If the initial test is positive but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration level specified in this appendix.

B. The term "drug use" includes the use of any controlled substance, which has not been legally prescribed and/or dispensed, or the use of a legally prescribed drug for which a valid, predated prescription cannot be documented, which results in evidence of use while on duty.

C. The term "alcohol use" means that the use of alcohol on or prior to duty, such that at any time during working hours (as specified below) the level of alcohol indicated in this appendix can be detected via breath/urine sample testing, and thus the employee will be presumed to be positive due to the use of alcohol.

Section 3 - Substance Use Prohibited

All locations at which City business is conducted are declared to be drug-free work places. The use, possession, (except, as required, in the line of duty) distribution, and/or sale of drugs or alcohol on City premises or during work time by employees or visitors are prohibited.

Employees are also prohibited from reporting to work or working under the influence of illegal drugs or alcohol. "Under the influence of drugs or alcohol" is defined as when test results are at or above the levels indicated in this policy. In accordance with this policy, urinalysis tests will be conducted to detect the six (6) following substances: amphetamines, cocaine, marijuana, opiates, 6-Accetylmorphine and phencyclidine (PCP). Suspected cases of illegal workplace drug/alcohol possession or the distribution or sale of drugs/alcohol will be referred to law enforcement authorities. Employees who use drugs/alcohol harm themselves, endanger others, and can affect the efficiency and effectiveness of City operations.

Section 4 - Substance Use Testing

A. Informing Employees Regarding Drug and Alcohol Testing

All employees will be fully informed in writing of the employer's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of drugs/alcohol on the job performance. In addition, the employer will inform the employees of how the test is conducted, when the test will be conducted, what the test can determine, and the consequences of testing positive for drug/alcohol use. No employee shall be tested unless this information has been provided to him/her.

The employer will pay for all tests it directs.

Failure to follow any of the procedures set forth in this appendix and policy shall result in the elimination of test results as if no test has been administered. The results shall be destroyed and no discipline shall be levied against any employee where violations of established procedures exist.

B. Post Conditional-offer Testing

No one will be hired or re-hired until they take and pass a urine test for evidence of illegal drug use. All post conditional offer individuals will be scheduled at the City designated medical provider for substance use testing. The City designated medical provider uses only SAMHSA certified labs. The prospective employee will be required to sign a consent form, show a photo identification, and provide a urine specimen under the security requirements of the City designated medical provider. All positive screens for drug use will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS) before specimens are regarded positive. Should a post offer individual refuse a substance test or test positive, the offer will be rescinded. All results will be confidential.

C. When a Test May be Completed

There shall be no across-the-board or random drug/alcohol testing of employees, except as otherwise provided in this appendix. Where there is reasonable suspicion that an employee is under the influence of drugs/alcohol or there is evidence of use while on duty, that employee may be required to report for drug/alcohol testing. A supervisor must have confirmation of reasonable suspicion from the fire chief, assistant chief, or battalion chief. The union shall be notified and the employer shall inform the employee being ordered to submit to test of his/her right to consult with a union representative before submitting to the test. Refusal of an

employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for discipline up to and including discharge.

D. Reasonable Suspicion Standard

Reasonable suspicion exists if specified objective facts and circumstances warrant rational inferences that a person is using, in possession of, and/or individually impaired due to the use of drugs and/or is under the influence of alcohol. Reasonable suspicion will be based upon the following:

1. Observable phenomenon, such as direct observation of use, possession, and/or the evidence of individual symptoms of impairment resulting from using or being under the influence of drugs/alcohol; and/or

2. Information provided by an identifiable, reliable, and credible source that can be independently corroborated.

Employees who are suspected of using drugs during work hours will be tested for substance use. This suspicion must be based on the supervisor's specific observations concerning the appearance, behavior, speech, and/or body odors of the employee. Testing must occur within eight (8) hours of the supervisor's observation. Employees will be given a completed and signed copy of the reasonable suspicion checklist at the time that they are directed to undergo reasonable suspicion testing.

Employees selected for testing because of reasonable suspicion will be escorted to the City designated medical provider to provide a urine specimen(s) in accordance with the City policy guidelines. All positive screens for drug use will be confirmed by Gas Chromatography/Mass Spectroscopy (GC/MS) before specimens are regarded positive. All positive results will also be reviewed by a Medical Review Officer (MRO) before results are reported to the City.

E. Order to Submit to Testing

When an employee is ordered to submit to testing, the employer shall provide the employee with a written notice of the order as soon as possible. Normally, such written notice shall be given no later than twenty-four (24) hours following the order to test. The written notice shall set forth all of the objective facts and reasons for the order to test. The employee shall be permitted to consult with a representative of the union at the time the order is given. No questioning of the employee shall be conducted that is not consistent with the Fireman's Disciplinary Act. A refusal to submit to such testing will be treated as if they tested positive and may subject the employee to discipline as outlined in this policy. Any employee who takes the test shall not be construed to have waived any objection or rights that he/she may have. When testing is ordered, the employee may be immediately removed from duty and placed on paid leave pending the receipt of results.

F. Random Testing

Random testing shall consist of urine test only. A third-party vendor notifies human resources of the shift that is due regarding random drug testing. Human resources shall then contact fire administration with the notification of the shift that is due for random drug testing. The fire chief or his designee will select several dates which are sent to the third-party vendor for final selection of the date.

After the date is selected by the third-party vendor, a representative from the third-party vendor will report to Station 1 to conduct the testing. Full-time sworn personnel of the fire department shall be subject to random drug testing while on-duty. The random testing procedure shall be applied to all twenty-four (24) hour duty shifts. Employees assigned to a forty (40) hour workweek shall be divided evenly and designated to one of the twenty-four (24) hour duty shifts for the purpose of random drug testing. The battalion chief shall notify all three stations prior to selection of the names. After the selection of the names, the battalion chief shall make the necessary arrangements for the selected on-duty personnel to report to Station 1 to complete their testing, and appropriate personnel shall be held over until after the testing is complete.

The City shall conduct no more than two (2) random drawings per shift per year. Member's names shall be drawn for random testing in the following manner. Nametags identifying all personnel on-duty shall be placed in a container to be drawn one at a time for testing. A union representative or union designee shall conduct the drawing. Three (3) personnel may be selected per drawing. Individual employees may not be subject to random testing more than (2) times per calendar year. The fire chief or his designee shall update and maintain the annual (calendar) random drug testing spreadsheet and make it available to the executive board.

The pool from which each random drawing will be made shall include all employees in the fire department on that shift (including any forty (40) hour employees designated to that shift) but shall exclude employees on injury, illness, sick leave, vacation, Kelly day, FMLA, personal day, or any other time off. After an employee is selected, testing will conform to the provisions of this appendix and policy.

<u>Section 5 – Post Accident Drug Testing</u>

An employee may be subject to the following tests:

A. Vehicle Accident Testing

Employee(s) involved in a reportable accident must be tested for substance use if one or more of the following apply:

1. Fatality.
2. If employee is the driver, receives a moving citation, and medical treatment away from accident site is required (testing must occur within eight (8) hours of the accident for alcohol and thirty-two (32) hours of the accident for drugs).

3. If employee is the driver, receives a moving citation, and any vehicle is towed (testing must occur within eight (8) hours of the accident for alcohol and thirty-two (32) hours of the accident for drugs).
4. Reasonable suspicion of alcohol/drug usage.

B. Employee Accident

All employees will be tested for substance use if seeking medical treatment due to an on-the-job injury with a medical provider (hospital, clinic, or physician's office) if there is reasonable suspicion that employee drug or alcohol use contributed to the reported injury.

The substance use test must be performed within two (2) hours following the accident. If a required alcohol test is not administered within eight (8) hours following the accident, the employer shall cease attempts to administer an alcohol test. If a required controlled substance test is not administered within thirty-two (32) hours following the accident, the employer shall cease attempts to administer a controlled substances test. If the employee refuses to submit to the substance use test, he/she will be treated as if he/she tested positive.

Section 6 - Conduct of Tests

In conducting the testing herein specified, the employer shall:

A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinic Laboratory Act that has or is capable of being accredited by the Substance Abuse Mental Health Service Agency (SAMHSA). The laboratory shall be federally certified and hold all state licenses.

B. Use only a laboratory or facility which uses tamper proof containers, has a chain-of-custody procedure, which must be followed at all times to preserve the integrity of the sample from collection through storage, the conduct of the tests shall be scientifically valid, maintains confidentiality, and preserves specimens for a minimum of six (6) months. The laboratory or facility must be willing to demonstrate their sample handling procedures to the union at least once yearly upon reasonable notice. At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled, and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee. If the sample is violated in any manner or the procedure is improperly administered, the sample will be invalid for testing.

C. Collect a sufficient sample of the same bodily fluid or material from a firefighter to allow for initial screening, a confirmatory test, and a sufficient amount to be reserved for later testing if requested by the employee.

D. Collect samples in such manner as to preserve the individual right to privacy, ensure a high degree of security to the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where there is reasonable suspicion that the employee has or may attempt to compromise the accuracy of the testing procedure, or otherwise outlined in this appendix.

E. Confirm any employee who tests positive in the initial screening for drugs by testing the second portion of the same sample via gas chromatography, plus mass spectrometry (or "GC/MS") or the equivalent or better scientifically accurate and accepted methods that will provide quantitative data about the detected drug or drug metabolites subject to MRO interpretation.

F. 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, unless the split sample confirmatory test results are negative. Then the test results will be deemed negative, the cost of the split sample confirmatory test shall be paid for by the City, and all records of the testing procedure will be expunged from the employee's personnel files.

G. Provide each employee tested with a copy of all information and reports received by the employer in connection with the testing and the results.

H. Ensure that no employee, due to reasonable suspicion, is subject to any adverse employment action because of the suspected alcohol or drug use, except emergency temporary re-assignment or leave with pay, during the pendency of any testing procedure. Any such emergency re-assignment of leave shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the personnel files.

I. Require that the laboratory or hospital facility report to the employer when a breath or urine sample is positive only if both the initial and confirmatory tests are positive. The parties agree that, should any information concerning such testing or the results thereof be obtained inconsistent with the understanding expressed herein, the employer and the union shall not use such information in any manner or forum adverse to the employees' interest.

Section 7 - Drug Testing

Procedure for the collection of specimens, chain-of-custody, and reporting laboratory results.

Collection of Specimens:

A. Collection Site

The employer shall designate a collection site which will have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and shipping or transportation of specimens to a certified testing laboratory. A collection site coordinator primarily responsible for the implementation of collection procedures may also be designated by the employer.

B. Security Procedures

Security procedures developed by the employer shall provide for the security of the designated collection site.

C. Chain-of-Custody

Standardized chain-of-custody forms shall be properly executed by authorized collection site personnel upon receipt of the specimens. Handling and transportation of specimens from one authorized collection site or place to another shall always be accomplished through chain-of-custody procedures. Every effort shall be made to minimize the number of persons handling specimens.

D. Access to Authorized Personnel Only

No unauthorized personnel shall be permitted in any part of the designated collection site when specimens are collected or stored.

E. Privacy

Procedures for collecting specimens shall allow for employee privacy unless there is reason to believe that a particular employee may alter or substitute the specimen to be provided.

F. Integrity and Identity of Specimen:

Precautions shall be taken to ensure that a specimen is not adulterated or diluted during the collection procedure and that information on the specimen container can identify the employee from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:

1. To deter the dilution of urine specimens at the collection site, the toilet bluing agents shall be placed in toilet tanks whenever possible, so the reservoir of water in the toilet bowl always remains blue. There shall be no other source of water (e.g. no shower or sink) in the enclosure where urination occurs.

2. When an employee arrives at the collection site, the collection site person shall request the employee to present photo identification. If the employee does not have proper photo identification, the collection site person shall contact the Fire Chief, or his designee, to positively identify the employee. If the employee's identity cannot be established, the collection site person shall not proceed with the collection.

3. If the employee fails to arrive at the assigned time, the collection site person shall contact the fire chief or his designee to obtain guidance on the action to be taken.

4. The collection site person shall ask the employee to remove any unnecessary outer garments, such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the employee's urine specimen. The collection site person shall ensure that all personal belongings, such as a purse or briefcase, remain with the outer garments. The employee may retain his/her wallet.

5. The employee shall be instructed to wash and dry his/her hands prior to urination.

6. After washing hands, the employee shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent, or any other materials which could be used to adulterate the urine specimen.

7. The employee may provide his/her urine specimen in the privacy of a stall or otherwise partitioned area that allows for employee privacy.

8. The collection site person shall note any unusual behavior or appearance.

9. All urine samples shall be split samples. The "primary sample" shall be at least thirty (30) ml of urine; the "split sample" shall be at least fifteen (15) ml. The employee will be provided an eight (8) ounce glass of water every thirty (30) minutes, but not to exceed forty (40) ounces over a period of three (3) hours or until the employee has provided a sufficient urine specimen. The employee shall consume that amount which is not uncomfortable.

10. Failure of the employee to provide forty-five (45) ml of urine after a three (3) hour period shall cause the collection site person to contact the fire chief or designee. The employee will be transported by the battalion chief or designee to Tyler Medical Services. The employee will be given a three (3) hour opportunity to provide the split sample under direct observation of a same gender collection site person. The employee will be given up to forty (40) ounces of water during this time. Failure of the employee to provide the split sample quantity during this three (3) hour opportunity will cause the employee to be referred for a medical evaluation to develop pertinent information as to whether the inability to provide a specimen is genuine or constitutes a refusal to test. The MRO will provide the employee with a letter to give his physician that outlines the medical evaluation to be conducted. The medical evaluation, conducted by the employee's personal physician, will be completed, to include results, within five (5) calendar days of the referral. These results will go to the medical review officer (MRO) immediately, who will then make a conclusion verbally, followed by a written statement to the City. While this process is being accomplished, the employee shall not be working.

11. After the urine specimen has been provided and submitted to the collection site person, the employee shall be allowed to wash his/her hands.

12. Immediately after the urine specimen is collected, the collection site person shall measure the temperature of the specimen. The temperature measuring device used must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measurement is critical and in no case shall exceed four (4) minutes.

13. If the temperature of a urine specimen is outside the range of 32-38°C/90-100°F, there is reason to believe that the employee may have adulterated or substituted the specimen and another specimen shall be collected under direct observation of a same gender collection site person, and both specimens shall be forwarded to the laboratory for testing. An employee may volunteer to have his/her oral temperature taken to provide evidence to

counter the reason to believe the employee may have adulterated or substituted the specimen.

14. Immediately after the urine specimen is collected, the collection site person shall inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted on the chain-of-custody form.

15. All urine specimens suspected of being adulterated shall be forwarded to the laboratory for testing. Appropriate notations shall be made on the chain-of-custody form by the collection site person specifying suspected adulteration or a substitution.

16. Whenever there is reason to believe that a particular employee may have altered or substituted the urine specimen, a second specimen shall be obtained as soon as possible under the direct observation of a same gender collection site person.

17. Both the employee being tested and the collection site person shall keep the urine specimen in view at all times prior to its being sealed and labeled. If the specimen is transferred to a second container, the collection site person shall request the employee to observe the transfer of the specimen and the placement of the tamper proof seal over the container cap and down the side of the container.

18. The collection site person and the employee shall be present at the same time during procedures outlined in this section.

19. The collection site person shall place securely on the container an identification label (usually supplied by laboratory) which contains the date, the specimen number, and any other identifying information provided or required by the employer.

20. The employee shall initial the identification label on the specimen container for the purpose of certifying that the specimen has not been adulterated or substituted.

21. The collection site person shall enter in the "collection site book" all information identifying the specimen. The collection site person shall sign the collection site book next to the identifying information.

22. The employee shall be asked to read and sign a statement in the collection site book certifying that the specimen identified, having been collected from him/her, is in fact that specimen he/she provided.

23. A higher level supervisor shall review and concur in advance with any decision by a collection site person to obtain a specimen under the direct observation of a same gender collection site person based on a reason to believe that the employee may alter or substitute the specimen to be provided.

24. The collection site person shall complete the chain-of-custody form (one copy to be maintained in the collection site book).

25. The specimen and chain-of-custody form are now ready for shipment. If the specimen is not immediately prepared for shipment, it shall be safeguarded in a locked refrigerator accessible only by the collection site person during temporary storage.

26. While any part of the above chain-of-custody procedure is being performed, it is essential that the specimen and custody documents be under the control of the collection site person. If the collection site person leaves his/her work station momentarily, the specimen and chain-of-custody form shall be taken with him/her or shall be secured. After the collection site person returns to the workstation, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen shall be packaged for mailing or pick-up before he/she leaves the site.

G. Collection Control

To the maximum extent possible, collection site personnel shall keep the employee's specimen container within sight both before and after the employee has urinated. After the specimen is collected, it shall be properly sealed and labeled. An approved chain-of-custody form shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen. The date and purpose shall be documented on an approved chain-of-custody form each time a specimen is handled or transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of persons handling specimens.

H. Transportation to Laboratory

Collection site personnel shall arrange to ship the collected specimens to the laboratory. The specimens shall be placed in containers designed to minimize the possibility of damage during shipment (i.e., specimen boxes or padded mailers) and those containers shall be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing the container, the collection site person shall sign and enter the date the specimen was sealed in the container for shipment. The collection site person shall ensure that the chain-of-custody documentation is attached to each container sealed for shipment to the laboratory.

Section 8 - Laboratory Analysis Procedures – Urinalysis

A. Security and Chain-of-Custody

1. The testing laboratory shall be secure at all times. They shall have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimens or gain access to the laboratory or to areas where records are stored. Access to these secured areas shall be limited to specifically authorized individuals whose authorization is documented. Documentation of individuals accessing these areas, dates and time of entry, and purpose of entry must be maintained.

2. Laboratories shall use chain-of-custody procedures to maintain control and accountability of specimens from receipt through completion of testing, reporting of results, during

storage, and continuing until final disposition of specimens. The date and purpose shall be documented on an appropriate chain-of-custody form each time a specimen is handled or transferred, and every individual in the chain shall be identified. Accordingly, authorized technicians shall be responsible for each specimen or aliquot (portion of specimen) in their possession and shall sign and complete chain-of-custody forms for those specimens or aliquots as they are received.

B. Receiving

1. When a shipment of specimens is received, laboratory personnel shall inspect each package for evidence of possible tampering and compare information on specimen containers within each package to the information on the accompanying chain-of-custody forms. Any direct evidence of tampering or discrepancies in the information on specimen containers and chain-of-custody forms attached to the shipment shall be immediately reported to the employer and shall be noted on the laboratory's chain-of-custody form which shall accompany the specimens while they are in the laboratory's possession.

2. Specimen containers will normally be retained within the laboratory's accession area until all specimens have been analyzed. Aliquots and the laboratory's chain-of-custody forms shall be used by laboratory personnel for conducting initial and confirmatory tests.

C. Short-Term Refrigerated Storage

Specimens that do not receive an initial test within two days of arrival at the laboratory shall be placed in secure refrigeration units. Temperatures shall not exceed 6°C. Emergency power equipment shall be available in case of prolonged power failure.

D. Specimen Processing

Laboratory facilities for testing will normally process specimens by grouping them into batches. The number of specimens in each batch may vary significantly depending on the size of the laboratory and its workload.

When conducting either initial or confirmatory tests, every batch shall contain an appropriate number of standards for calibrating the instrumentation and a minimum of ten percent (10%) controls. Both quality control and blind performance test specimens shall appear as ordinary specimens to laboratory analysts.

Section 9 - Drug Testing Standards

A. Initial Screening Test Standards

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are positive for the following six (6) drugs/classes of drugs:

The initial test cut-off levels are defined as at or above:	Initial Test Level
Marijuana metabolites	50 ng/ml
Cocaine metabolites	150 ng/ml

Opiate metabolites (Codeine/Morphine)	2,000 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines AMP/MAMP (Metamphetamine) MDMA (Ecstasy)	 500 ng/ml 500 ng/ml
6-Accetylmorphine	10 ng/ml

B. Confirmatory Test Standards

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmation shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented. A positive urine/breath test is defined as at or above these levels of GC/MS Confirmation:

Drugs	Confirmatory Test Level
Amphetamines	250 ng/ml
Cannabinoids	15 ng/ml
Benzoylecgonine	100 ng/ml
Codeine	2000 ng/ml
Morphine	2000 ng/ml
6-Accetylmorphine*	10 ng/ml
Phencyclidine (PCP)	25 ng/ml
Metamphetamine MDMA (Ecstacy) MDA MDEA	250 ng/ml 250 ng/ml 250 ng/ml 250 ng/ml
*Lab test for 6-Accetylmorphine when the morphine concentration exceeds 2000 ng/ml. (Federal Guidelines)	

Section 10 - Positive Employee Test Results

Positive test results for post-accident, (vehicle and employee), reasonable suspicion, or random selection tests are defined as:

1. An employee admission that he or she has used drugs and/or alcohol immediately prior to reporting to work or while working.
2. A breath alcohol level of .04 or greater.
3. Positive urine test at or above levels stated in this appendix.
4. Inability to provide a split sample without medical reasons.

Section 11 - Refusal or Positive Test Results

Employees who refuse to be tested will be treated as if they tested positive and may subject the employee to discipline as outlined in this policy. Any employee who takes the test shall not be

construed to have waived any objection or rights that he/she may have. When testing is ordered, the employee may be immediately removed from duty and placed on paid leave pending the receipt of results.

The employee may be required to have an evaluation and education with the Substance Use Professional through the Employee Assistance Program (Tri-City Family Services), comply with and complete any recommended rehabilitation, and authorize the program to keep the City of St. Charles abreast of the drug-free accomplishments.

Section 12 - Discipline

All discipline in situations involving a positive test shall be administered as specified herein:

A. First Positive

In the first instance that an employee tests positive for drugs or is found to meet or exceed the breath alcohol level specified in this policy, the employee may be subject to discipline up to and including suspension, not to exceed five (5) duty shift days. The decision to issue discipline will be based on the City conducting a complete and thorough investigation, collecting relevant facts and information regarding the positive test result and complying with Section 24.5 – Notification and Review of the collective bargaining agreement. The foregoing limit on suspension is conditioned upon the employee agreeing to:

1. Undergo appropriate treatment as determined through the EAP.
2. Discontinue use of illegal drugs or use of alcohol or prescribed drugs.
3. Complete the course of treatment prescribed, possibly including an "after-care" group, for a period up to twelve (12) months.
4. Submit to random testing, a maximum of four (4) times over a period of "after-care" treatment or for a period of up to twelve (12) months.

Employees who do not agree to the foregoing, shall be subject to discipline up to and including discharge. The employer may use the positive test as evidence of impairment.

Cannabis metabolites can stay in a person's blood for weeks after the psychoactive and motor effects of the drug have completely subsided. In addition, certain topical medications containing cannabis do not cause any psychoactive effects or motor impairment but can still result in a positive test for marijuana. In case of a positive cannabis test, before instituting discipline, the City will investigate, collecting relevant facts and information regarding positive test results. The employee will cooperate with this investigation. During this investigation, the City, at its discretion, may either allow the employee to continue working, or place him on paid leave.

Changes in Testing Procedures: The parties recognize that during the life of the Agreement, there may be improvements in the technology of testing procedures for cannabis, which provide more accurate testing. In that event, the parties may bargain in good faith whether to amend this procedure to include such improvements.

Notwithstanding the above, the Union recognizes that the City holds its Firefighters, as public

safety professionals, to the highest standards to ensure public trust. Therefore, nothing in this policy should be interpreted that the City condones, or tolerates the use of cannabis at any time, including on or off-duty.

B. Positive During Treatment

If an employee tests positive while in treatment (as recommended by the substance abuse professional), he/she shall be subject to discharge unless he/she agrees to a thirty (30) calendar day suspension which also shall not be subject to the grievance procedure and to continue in treatment on the same terms as specified in this agreement, except the treatment program shall be extended by an additional twelve (12) months.

The City's agreement to allow an employee to continue in treatment after a positive test based on random testing is the quid pro quo for the union agreement to waive the right to grieve the penalty of discharge after a second positive test based on reasonable suspicion.

C. After Treatment

Employees who test positive for the presence of drugs or alcohol for a period of five (5) years after treatment shall be discharged, the penalty shall not be subject to the grievance procedure, and an arbitrator shall have no authority to review or modify the penalty, unless there is a problem with the drug testing procedure defined in this agreement, which shall be subject to the grievance and arbitration procedure.

D. Record of Discipline

Employees who do not have any further positive drug tests given for any reason included in this agreement or any related discipline for a period of five (5) years following the last positive test results, the file shall then be cleared of any and all record of suspension and/or any related information. The employee shall be returned to normal employee status and begin any procedure contained in this agreement from the beginning as all other employees covered by this agreement.

Section 13 - Voluntary Request for Assistance

The employer shall take no adverse employment action for alcohol or substance use against an employee who voluntarily seeks treatment through the employer's EAP Program or through one of the City's health care providers and/or referrals to other recognized or certified programs for an alcohol or drug related problem other than that the employer may place the employee on leave during treatment. The employer shall make available through its EAP program a means by which the employee may obtain referrals and treatment or when otherwise unfit for duty in their current assignment. All such requests shall be confidential. When seeking or undergoing treatment or when otherwise unfit for duty in his current assignment, an employee may, at the employer's discretion, be transferred to a position for which he is fit or shall be allowed to use: 1) accumulated sick leave; and/or 2) paid leave; and/or 3) be placed on unpaid leave pending treatment.

Section 14 - Employee Assistance Program (EAP)

Any employee violating this policy is subject to discipline including suspension and/or termination; however, should any employee be convicted of violating a criminal drug statute in

the workplace, discipline of the employee will be termination, referral to law enforcement, and/or participation in an approved rehabilitation or drug use employee assistance program (EAP). The employee assistance program for City of St. Charles employees is Tri-City Family Services. If such help is offered and accepted, the employee must satisfactorily take part in the program to continue employment. The City believes that rehabilitation is the preferred solution to any such problem, as it both protects our investment in a trained employee and treats the employ concerned with dignity. Payment beyond the group health benefits provided by the City of St. Charles at the time of treatment is the responsibility of the employee.

Section 15 - Duty Assignment

If the nature of the EAP or treatment program allows the employee to continue to work during treatment, the employer may maintain the individual's previous employment status. If an employee participates in an in-patient program which precludes continued employment, the employee shall be granted a leave to do so. At the end of such leave, the employee shall be returned to his former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of his/her treatment leave.

Employees who voluntarily report to the supervisor that they are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the ability to perform his/her normal duties may be temporarily reassigned with full pay to other duties if other duties are available. If no duty is available within the limitations, the employee shall be allowed leave as provided in this agreement.

Section 16 - Drug Education

Employees have the right to know about the dangers of drug use in the workplace, the City policy regarding a drug-free workplace, and what is available to help combat drug problems.

Education programs on the dangers of drug use in the workplace will be made available on a regular basis. Employees will be made aware of the several kinds of help that are available on a voluntary basis.

These include:

1. Medical insurance benefits for substance use programs.
2. Information about community resources for assessment and treatment.
3. Tri-City Family Services (employee assistance program).

We have established this help as part of our commitment to the health, safety, and well-being of our employees and their families. Employees are encouraged to use it as needed.

Section 17 - Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the fire chief, the human resources director, and such other officials as may be mutually agreed to by the parties. If the employee is represented to a union and consents in writing, test results will be disclosed to the union president or designee. Test results will not be disclosed externally except where required for disciplinary purposes.

Section 18 - Alcohol Test Standards

Impairment due to alcohol use shall be presumed upon a confirmed breath alcohol concentration of .04 or more.

Section 19 - Conflict With Other Laws

This appendix and policy are in no way intended to supersede or waive any employee federal, state, local, or any other constitutional or legal rights.

Section 20 - Policy Acknowledgement

All employees must acknowledge in writing, through the drug policy acknowledgement form, that is included in this agreement, that they have been informed of the above policy and agree to abide by it in all respects.

Section 21 - Rights and Responsibilities

A. Employee Rights

1. The City of St. Charles will tell the employee that he/she can't bring in, make, distribute or sell, use, or even have with him/her any illegal drugs or alcohol when at work or on City premises.
2. The City of St. Charles will tell the employee what help the City has available to him/her for combating drug and alcohol problems.
3. The City of St. Charles will give the employee a written policy statement explaining the policy about drugs in the workplace.

B. Criminal Conviction

If an employee is convicted by a court of a substance use related criminal violation, the employee may be:

1. Disciplined up to and including termination; or
2. Offered help available to combat the involvement with drugs or alcohol in accordance with the City policy.

C. Employee Responsibilities

1. The employee must read the policy statement and certify that he/she has done so.
2. The employee must agree to abide by the guidelines of the City's policy.
3. The City of St. Charles can terminate an employee if he/she does not agree.
4. The employee must satisfactorily complete all the steps associated with any offered rehabilitation program.

D. Additional Information

If an employee has any questions or comments about this policy, please contact the human resources department.

APPENDIX E - OVERTIME SYSTEM

A. PURPOSE

To provide a consistent method for scheduling overtime and assigning credit to employees who work overtime shifts.

B. DEFINITIONS

Daily Staffing Roster	List produced by the battalion chief or acting battalion chief identifying all station and apparatus assignments for on-duty personnel on a given shift day. The staffing roster also identifies any assigned shift personnel absent from duty that day, as well as substitutes for any authorized overtime or trade time.
Daily Overtime List	A list compiled upon completion of morning roll call by the most senior company officer working identifying on-duty employees covered by the bargaining agreement who are available to work overtime, beginning at 0700, the following calendar day in the event coverage is needed for minimum staffing. The Battalion Chief or Acting Battalion Chief will be notified upon completion of the DOL.
Scheduled Overtime	Any overtime created by such foreseeable issues such as scheduled vacation, training, scheduled sick leave, personal days, Kelly days, staffing for extra duties. Scheduled overtime should be scheduled at least thirty (30) days in advance or whenever feasibly possible.
Non-Scheduled Overtime	Overtime created by an unforeseen issue that causes the need to hire back additional Employee(s) (i.e. an employee calls in sick, injury on the job.
Overtime Spreadsheet	A spreadsheet/list compiled by the union identifying all bargaining unit employees eligible for overtime. It shall consist of two lists: one for firefighters and one for officers. The spreadsheet shall be used to credit time to employees for working overtime. Participation on the overtime spreadsheet is voluntary, and employees may elect to withdraw their name from the list on an annual basis and no later than January 1 of each year. The lists shall reset on January 1 of each year. All personnel are eligible for forceback regardless of their participation on the spreadsheet.
Monthly OT Schedule	A schedule of overtime assignments, compiled by the union, for the upcoming month based on foreseeable openings as indicated by the time-off calendar.
Forceback	The mandatory and involuntary requirement of an employee covered by the bargaining agreement to fill a vacancy in minimum manning. A forceback is utilized after all attempts have been made to voluntarily fill a vacancy in

minimum manning utilizing the procedure listed in this Appendix. Individuals exempt from forceback are those who have vacation, personal time, Kelly Day, or trade time scheduled the shift immediately prior or immediately after the forceback date. Partial shift hours that do not include the immediate off going or immediate oncoming shift do not exempt an individual from forceback. For example, an individual who is on personal time from 0900-1400 but works the remainder of the shift is not exempt. Another example, an individual who has scheduled a partial day trade from 1500-2200 hours the shift following the forceback date is also not exempt from the forceback. Additionally, no individual already scheduled to work overtime coverage (i.e. special team coverage, or special event coverage) can be forced back to work in place of the previously scheduled coverage.

C. POLICY/PROCEDURE

The apportionment of overtime for minimum manning, both scheduled and non-scheduled, shall be accomplished in accordance with the procedures described in this appendix.

The battalion chief shall update the FLSA time-off electronic calendars using the mutually agreed upon system of scheduled vacation, personal, and Kelly Days each duty day. The union shall compile a monthly schedule of overtime assignments for each upcoming month based on information provided by the administrative chief officers. The union shall designate these scheduled overtime assignments utilizing the overtime system. They shall be filled by scheduling in descending order the most senior employees with the least amount of overtime hours. The union shall post scheduled overtime assignments using the mutually agreed upon system. Shift personnel shall be responsible for checking the overtime assignments regularly. Overtime assignments added subsequent to the initial publication of the monthly overtime calendar will be made known to each individual via agreed upon system as soon as feasibly possible by the union. No employee will be scheduled to work two (2) days before or two (2) days after his/her own time off (vacation day, Kelly day, personal day, and trade day) without his/her agreement.

<u>Recording of Overtime Hours</u>

Hours for working minimum manning shall be credited to employees in the following manner:

- Overtime of less than six (6) hours will not be counted towards recorded overtime scheduling hours

Changes to the initial overtime calendar may also affect the recording system. If an employee elects to give away their overtime assignment, both parties shall be credited appropriate hours. For example: Firefighter A wants to give his scheduled overtime assignment away to Firefighter B, both firefighters would have time recorded for said overtime shift.

The union or personnel designated by the union shall be responsible for crediting all hours. The final approved daily staffing roster/electronic calendar shall serve as the documentation for

overtime worked. Battalion chiefs or acting battalion chiefs shall be responsible for maintaining the accuracy of the daily staffing roster

Continuation of Overtime

If a partial overtime shift turns into a twenty-four (24) hour overtime shift, employees already working the partial shift shall be offered the balance of the shift by most senior with the least amount of hours.

Non-Scheduled Overtime

Upon completion of roll call the most senior company officer working that day will complete the daily overtime list (DOL). The DOL shall normally be completed by 0900. The officer (i.e. captain, if off then lieutenant, by highest level of seniority) shall call each fire station and confirm the participation of personnel. Individuals who elect to be added to the DOL cannot remove themselves once added regardless of the total number of hours they are assigned the following day. Additionally, individuals cannot add their name after the list has been completed.

The daily overtime list will be numbered beginning with the employee with the most seniority and least amount of hours. Upon completion of this list, the officer will enter it electronically and save it to the daily overtime list folder on the computer under the proper month and day. The daily overtime list shall be saved as a Word document with a file name DOL and the six digits of the date of overtime it covers. (i.e., DOL 07-23-08 for the daily overtime list created on the morning of the shift of July 22 but covering non-scheduled overtime that would occur on the shift that works on the day of July 23, 2008). This list will then be available to be viewed and referenced by all department members and utilized in the event that coverage is needed the following shift. All overtime worked will be properly recorded.

0700 Overtime

In the event no employees are available for the daily overtime list or if the daily overtime list is exhausted through the assignment of overtime, available overtime to fill minimum manning for the next shift, beginning at 0700, shall be scheduling utilizing the text messaging system. The battalion chief shall initiate the transmission of a text message to all employees on the overtime list, within the rank needed, indicating an immediate need for overtime. The first person eligible to take the overtime, who calls the battalion chief back, will be awarded the overtime as long as he can report within two hours. If no person within the rank needed responds to a text message for overtime within 10 minutes of the message being issued stating that he is available to work, the battalion chief will transmit one text message to all firefighters (including those not on the overtime list) stating the immediate need for overtime. In this instance any individual within the rank needed, whether on the overtime list or not, is eligible to take the overtime.

After the above two methods have been exhausted or by 0645 hours, whichever comes first, the battalion chief/shift commander shall implement the mandatory forceback procedure.

0700 Forceback

Employees may be forced back only to cover needed shifts for minimum manning. The following method is to be utilized. Force backs will occur utilizing reverse seniority (i.e. junior to most senior). No employee will be forced back more than once in a calendar year until this reverse seniority list has been exhausted. An employee will not accumulate any overtime hours due to a forceback. All employees may be susceptible to forceback utilizing this method. No employee will be forced back two (2) days prior to or two (2) after his/her own time off (see "Forceback" definition). Forcebacks shall be utilized as a last resort. Once an employee is assigned mandatory forceback, he may elect to continue to seek voluntary coverage to replace him. The employee assigned to work the mandatory forceback shall remain on duty until relieved by the employee who voluntarily accepts the overtime.

Mid-Shift Overtime & Forceback

In the event overtime becomes immediately available during a twenty-four (24) hour shift due to an employee illness, injury, or other emergency situation, the overtime shall be filled in the following manner. The battalion chief shall initiate the transmission of a text message to all employees on the overtime list, within the rank needed, indicating an immediate need for overtime. The first person eligible to take the overtime, who calls the battalion chief back, will be awarded the overtime as long as they can report within two hours.

If no person with the rank needed responds to a text message for overtime within 10 minutes of the text message being issued stating that he is available to work, the Battalion Chief will transmit a text message to members of the opposite rank (firefighters for officers or officers for firefighters) indicating the need for overtime. If no person within the opposite rank responds to a text message for overtime within 10 minutes of the text message being issued stating that he is available to work, the Battalion Chief will transmit one text message to all officers and firefighters (including those not on the overtime list) stating the immediate need for overtime. In this instance any individual, whether on the overtime list or not, is eligible to take the overtime. Equally, if no firefighter responds to initial pages for overtime requiring a firefighter within 20 minutes, the Battalion Chief will transmit a page to officers to fill overtime.

If after all of the above methods are exhausted and no officer or firefighter responds, the battalion chief shall contact a designated member of the union to determine which individuals are ineligible for forceback. The Fire Chief or his designee will initiate the process of filling the overtime by calling personnel in reverse seniority accordance with the Overtime Spreadsheet to initiate a mandatory force back.

Employees are responsible for enabling the capability to receive text messages on their personal cell phone, pager, or other electronic device. The master phone list will be maintained by the union. The city assumes no responsibility for the cost of the message.

All text messages shall be sent through the appropriate fire department call-out (paging) group, per SOG, for firefighter overtime or officer overtime. The text message should indicate the rank

needed, the assumed hours of the overtime, the contact person, including phone number to call back. The message should be kept as short as possible to facilitate easy reading by the recipients (i.e., immediate four (4) hour firefighter OT available. Contact B/C at (630)762-6995).

Once the overtime has been filled, the Battalion Chief shall send out a text message indicating the same.

Changes to this appendix can be made through mutual agreement of both parties.

APPENDIX F - USE OF SICK LEAVE BY FIRE DEPARTMENT EMPLOYEES

A. PURPOSE

To provide a fire department policy concerning notification and documentation regarding the use of Sick Leave.

B. POLICY

Sick leave is to be utilized by the employee out of necessity as outlined above. The City reserves the right to have all sick leave absences confirmed by a medical doctor or other health practitioner. In any and all cases, these sick days are for sickness, disability, illness, birth, physical appointments, or other sickness prevention measures as set forth above and are not to be considered as personal days off.

The use of sick leave under any of the following circumstances may require a physician's note confirming illness or injury:

1) If the employee has more than three (3) separate illnesses within any six (6) month period.
2) If an employee assigned to shift utilizes more than two (2) consecutive days of sick leave or if an employee assigned to a forty (40) hour workweek utilizes more than four (4) consecutive days of sick leave.

In order to ensure FMLA policy compliance, the employee's supervisor shall notify HR for any shift employee who utilizes more than two consecutive days of sick leave or for any forty (40) hour employee utilizing more than three (3) consecutive days of sick leave.

The City, at its discretion, may require a physician's note confirming illness or injury for any employee sick leave utilized immediately before or immediately after a vacation day, personal day, or recognized City holiday.

Employees are expected to schedule doctor's appointments on non-duty time. When such scheduling is not possible, the employee shall make every attempt to schedule the doctor's appointment in such a way as to minimize disruption. Sick leave must be taken for a minimum of one (1) hour with one-quarter (¼) hour increments thereafter. Employees are expected to be working what is reasonable before or after their medical appointment.

C. PROCEDURE

When an employee will be absent due to illness the employee must notify the on-duty battalion chief one (1) hour prior to the employee's normal start time via a telephone call, texting is not permissible, so the effect of the employee's absence can be minimized and overtime coverage can be arranged if required. When calling in sick, the employee must offer a reason for using a sick day to the battalion chief (example: sickness or doctor's appointment for self/child/spouse).

D. EXCEPTIONS

If the battalion chief is on a call or is otherwise not reachable, the employee shall report his/her use of sick leave to an officer on-duty at Fire Station 1. If no officers are present at Fire Station 1 to receive the report, then the employee shall contact an officer at an alternate station to report his/her illness/injury. If none of the on-duty officers are available, a chief officer shall be contacted via telephone to report the absence due to illness or injury. A voicemail message is to be left with the chief officer if no other contacts can be made. It shall then be the responsibility of the officer who received the report to record the reason for the sick leave and to make notification to the battalion chief as soon as possible.

APPENDIX G - VACATION SELECTION

A. PURPOSE

To establish a procedure for the selection of vacation time for personnel assigned to the twenty-four (24) hour shift.

B. POLICY/PROCEDURE

All planned shift and station transfers commencing at the beginning of the following calendar year will be announced by October 1 of the previous calendar year. Additionally, the determination of fire prevention bureau lieutenant(s) will be announced by October 1 each calendar year.

The vacation calendar will become available for vacation picks on October 15 each calendar year. Prior to October 15th, Battalion chiefs are responsible for the notification of the selected date in which their respective shift will meet to complete the vacation selection. Each shift shall select a day between October 15th and November 30th. The meeting day shall be mutually agreed upon by bargaining unit members assigned to the affected shift. Vacation selection dates will be no earlier than October 15th and must be complete by November 30th of each year.

The vacation selection will be completed in three separate rounds, by seniority in rank. The first round of the sign-up procedure shall begin with the captain on the designated shift, i.e. the black shift captain on the black shift sign-up calendar. The calendar shall then proceed through the lieutenants on the shift by seniority in that rank. Once the officers have completed the first round of their sign-up; the calendar will then proceed to the most senior firefighter on the shift. The calendar for the first round shall then proceed through the firefighters on the shift by seniority.

During the Vacation Selection procedure, employees will be allowed a reasonable amount of time to make his selections each round. Employees not available to attend the vacation selection date shall be notified via the telephone number listed on the vacation selection contact form by their Battalion Chief or Shift Rep in order to facilitate their selection of dates each round. Employees not in attendance shall be afforded five minutes to begin their selection process or risk their position on the list. Employees calling back after the five minutes will be eligible for selections in the next available slot.

Bargaining unit members present for vacation selection shall be compensated up to three (3) hours maximum compensation (one hour per round) in accordance with Article 11 of this agreement. Members assigned to shift during the vacation selection process shall be released from duty to attend and participate, coverage will be provided if necessary.

Time Off Slots Available
There shall be three (3) time off slots available per 24/48-hour shift for the 24/48-hour shift employees to utilize. These three (3) slots shall incorporate all vacation leave, Kelly days, and personal days at the time of the calendar sign-up. The three (3) time off slots may consist of one (1) Kelly day and two (2) vacation/personal day slots, two (2) Kelly days and one (1) vacation/personal day slots. In cases where no Kelly day is specifically assigned, individuals may trade Kelly day slots with an unassigned slot. All unassigned Kelly day slots (OPEN Kelly Day) on each shift may be utilized as a vacation time slot, personal day slot, or for a Kelly Day trade once the calendar is completed and approved by the fire chief. If time off slot utilization goes above ninety-two percent (92%) of the Kelly, vacation, and personal time assigned for that calendar year, the slots shall be increased.

Sign Up Provisions
There will be three rounds to the sign-up process as described below.

First (Priority) Round
The first round will include only priority vacation selections. The priority round will be done with all bargaining unit members selecting up to four (4) vacation shifts. All vacation picks must be taken in twenty-four (24) hour shift increments.

Second Round
The second round will include selection of the remainder of the vacation time each member will earn during the calendar year. For example, a member in his tenth year of service earns vacation at a rate of eight (8) vacation shifts per year. The member may request all of the remaining time accumulated during the calendar year up to the total of eight (8) shifts.

Third Round
The third round will include selection of a personal day for those personnel who have earned one. In addition, any quantity of vacation shifts earned in previous years and carried over into the new calendar year may also be scheduled at this time.

Vacation Carry Over
An employee shall be able to accumulate vacation to a maximum two (2) years accumulated vacation time at the employee's anniversary date. If an employee has accumulated an amount greater than the maximum allowed as of his/her anniversary date, he/she shall be required to cash in excess vacation time. This excess time shall be paid to the employee at the rate of the employee's regular hourly straight-time rate of pay in effect on the day in which the employee's anniversary occurs.

A personal day shall be one (1) twenty-four (24) hour shift. A personal day must be used during the year earned and shall not be carried over to the following year, except in cases approved by the fire chief.

Calendar Completion
The completed calendar will then be reviewed and approved by the fire chief within 15 days from completion of the third round of vacation selection. The fire chief will notify department members once the calendar has been approved.

Modifications
Once the calendar is finalized, modifications shall be forwarded to the duty chief in charge of the shift on which the member is assigned. The proper form provided for the specific purpose must be utilized. No additions may be made before the calendar is approved and no leave once approved shall be revoked. All requests for time off and modifications will be reviewed with the best interests of the department in mind. To facilitate department operations and scheduling, requests for time off or modifications thereto shall be requested with as much advanced notice as possible, but should not be made less than 48 hours prior to the day involved. Up to two (2) emergency time trades may be initiated and utilized by each employee of the department within each calendar year. These trades are to be utilized for personal emergencies that occur requiring a member to initiate a voluntary trade with less than forty-eight (48) hours' notice.

C. EXCEPTIONS
None

D. REFERENCES
IAFF Bargaining Agreement, Vacation Request/Modification Form, Voluntary Duty Time Trade Form

APPENDIX H – CERTIFICATION CREDIT

OSFM Certifications	**Points**
Basic Operations Firefighter/*Firefighter II	0
Advanced Technician Firefighter/*Firefighter III	0
*Hazardous Materials First Responder-Awareness	0.5
Hazardous Materials First Responder-Operations	2.5
*Hazardous Materials Technician A	2.5
*Hazardous Materials Technician B	2.5
Hazardous Materials Technician	5.0
Hazardous Materials Incident Command	1
Fire Service Vehicle Operator/*Fire Service Vehicle Provisional	0.5
Fire Apparatus Engineer	2.5
Fire Service Instructor I	2.5
Fire Service Instructor II	2.5
Fire Service Instructor III	2.5
Training Program Manager	2.5
*Fire Officer I/Company Fire Officer	0
*Fire Officer II/Advanced Fire Officer (Applies to Lieutenant promotional process only)	7.5
*Fire Officer III/Chief Fire Officer/Chief Fire Officer Provisional	6
Fire Department Incident Safety Officer	2.5
Fire Department Health & Safety Officer	2.5
Fire Department Safety Officer	0
*Rescue Specialist-Confined Space Trench Awareness	0.5
*Technical Rescue Awareness	0.5
Rescue Specialist-Confined Space	2.5
Trench Operations	2
Trench Technician	2.5
Structural Collapse Operations	2.5
Structural Collapse Technician	2.5
*Rescue Specialist - Roadway Extrication	2.5
Vehicle & Machinery Operations	2.5
Vehicle & Machinery Technician	2.5
*Rescue Specialist-Vertical I Ropes and Rigging/Rope Operations	2.5
*Rescue Specialist-Vertical II Ropes and Rigging	2.5
Rope Technician (RFA/NIPSTA 40-hr Course)	2.5
Rope Technician (IFSI 80-hr Course) *Cannot combine w/Vertical II	5
*Juvenile Firesetter Intervention Specialist/Youth Firesetter Intervention Specialist	1
Fire Investigator	7.5
*Fire Prevention Officer	7.5

Arson Investigator	12.5
Fire Inspector I	2.5
Fire Inspector II	2.5
Public Fire and Life Safety Educator 1	2.5
Basic Fire Prevention Officer	0
Advanced Fire Prevention Officer	0
Water Operations	2
*Swift Water Technician	1.5
*Ice Technician	0.5
Watercraft Technician	0.5
*Dive Technician	2.0
*Ice Dive Technician	1.0
Airport Firefighter	2.5

IFSI = Illinois Fire Service Institute
NIPSTA = Northeastern Illinois Public Safety Training Academy
RFA = Romeoville Fire Academy
*OSFM certification no longer available

***Public Safety Diver Equivalencies ****Cannot be combined with OSFM Certification. Cannot combine equivalencies for the same level of certification.*

Ice Technician (OSFM) 0.5
- RFA - Surface Ice Rescue Technician
- ERDi - ERD Surface Ice Rescue Technician

Swift Water Technician (OSFM) 1.5
- DRI - Current/Swiftwater Rescue
- ERDi - ERD Swift Water 1 Technician
- LS - Phase 1 Swiftwater Rescue
- PADI - Swift Water Rescue
- RFA - Swiftwater Rescue Technician

Dive Technician (OSFM) 2.0
- ERDi - ERD 1 Operations or ERD 1 Diver Technician
- PADI - Rescue Diver or Dive Rescue I or Public Safety Diver
- DRI - Dive Rescue 1

Ice Dive Technician (OSFM) 1.0
- ERDi - ERD Ice Diver OPS or ERD Ice Diver OPS Technician
- DRI - Ice Diving Operations Training
- PADI - Ice Diver
- SDI - Ice Diver

Advanced Open Water 1.0
PADI - Advanced Open Water
PADI - Advanced Adventure Diver

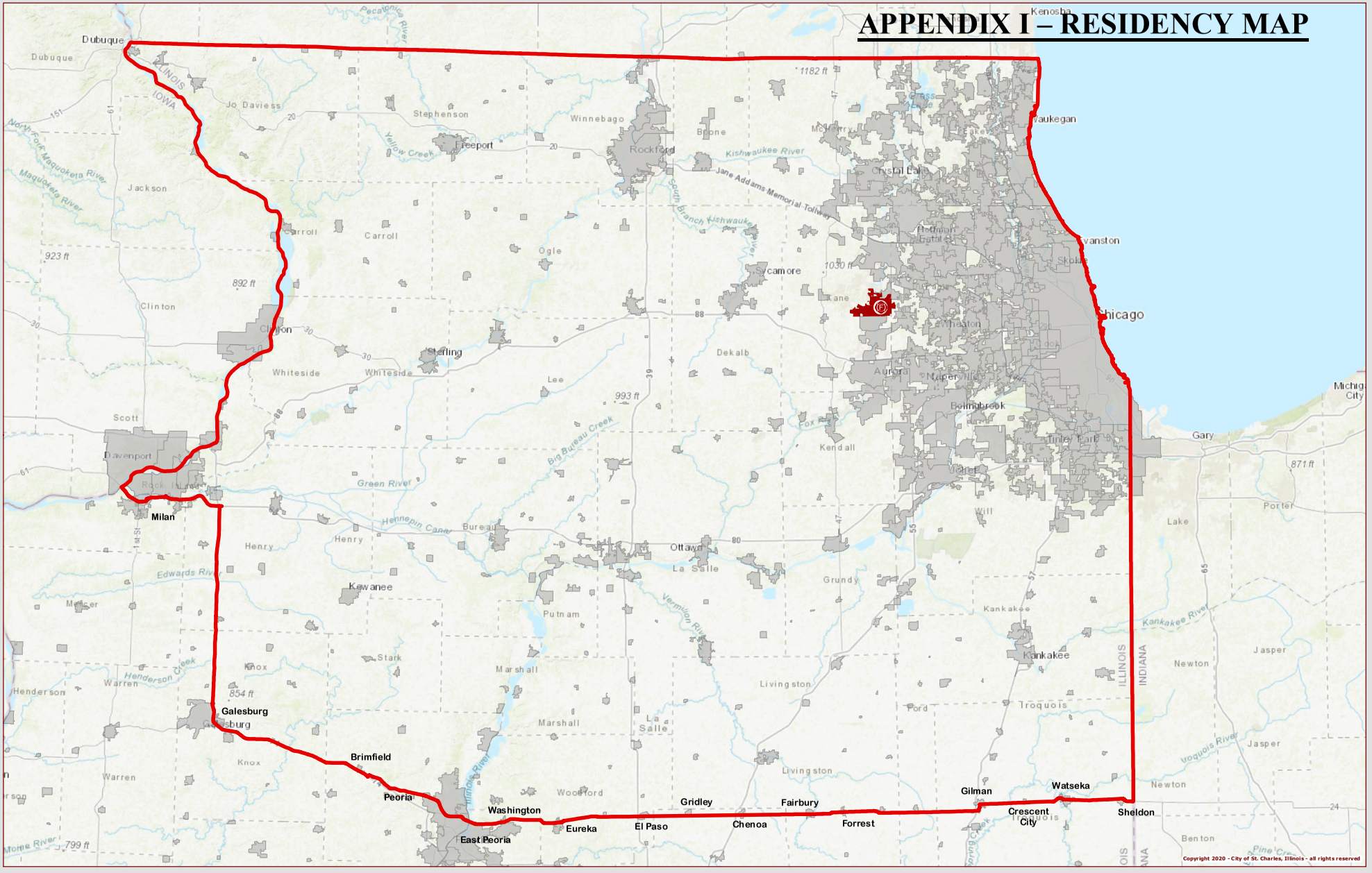
DRI - Dive Rescue International
ERDi - Emergency Response Diving International
LS - Lifeguard Systems
PADI - Professional Association of Diving Instructors
RFA - Romeoville Fire Academy
SDI - SCUBA Diving International

City of St. Charles, Illinois
Two East Main Street St. Charles, IL 60174-1984
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharlesil.gov

Fire Department Residential Boundary

Raymond Rogina Mayor
Mark Koenen City Administrator

APPENDIX I – RESIDENCY MAP



Publication Date:
February 14, 2020
Data Source:
City of St. Charles, Illinois
Kane County, Illinois
Dupage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983

0 2.5 5 10 Miles

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Geographic Information Systems
City of St Charles