



**LABOR CONTRACT BETWEEN ORLAND PROFESSIONAL FIREFIGHTERS
IAFF LOCAL #2754**

AND THE

ORLAND FIRE PROTECTION DISTRICT

Cook County, IL



JANUARY 1, 2021 – DECEMBER 31, 2023

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ARTICLE 1 PREAMBLE

This agreement is entered into by and between the Orland Fire Protection District, hereinafter referred to as the **EMPLOYER** or **DISTRICT**, and the Orland Professional Firefighters Local 2754, International Association of Firefighters, hereinafter referred to as the **UNION**. It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Union, to establish proper standards of wages, hours and other terms and conditions of employment, and to provide for equitable and peaceful adjustment of differences over the interpretation and application of this agreement, and to promote intra-departmental efficiency and effectiveness.

ARTICLE 2 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for full-time firefighters, firefighter-paramedics, Engineers and Lieutenants of the Orland Fire Protection District and excluding the Fire Chief, Battalion Chiefs, Deputy Chiefs, and Fire Marshal, P.O.C. firefighters and supervisors as defined under the Act for the purposes of collective bargaining and establishing and administering a labor contract covering wages, rates of pay, hours of labor and all other terms and conditions of employment.

ARTICLE 3 UNION SECURITY

Section 3.1 Maintenance of Membership and Agency Shop

Each employee who on the effective date of this agreement is a member of the Union, and each employee who becomes a member after that date, shall maintain their membership in the Union during the term of this agreement.

Section 3.2 Payroll Deduction of Union Dues

During the term of the agreement the Employer agrees to make a payroll deduction each pay period of Union dues, initiation fee and assessments in the amount certified to be current by the Treasurer of the Union, from the pay of those employees covered by this agreement who individually request in writing that such deduction be made. By December 15th of each year, the Treasurer of the Union shall provide the Employer with a listing of the payroll deductions by employee and a certification statement signed by the Treasurer of the Union for deductions effective on January 1st of the following year. The total amount of the deduction shall be remitted to the Union no later than seven (7) days after the deduction is made by the Employer.

Section 3.4 Union Insignia

Employees may wear the official Union Insignia on both their dress and work uniforms. Such insignia shall be a pin, not larger than the size of a dime on the dress uniform and a quarter on the work uniform. On the dress uniform such insignia shall be centered ¼ inch above the top award pin. On the work uniform such insignia shall be centered 1 ½ inches above the member's right breast pocket. One Union sticker will be allowed on the employee's helmet in a location agreed upon by the Uniform Committee and approved by the Fire Chief. Such sticker shall not be larger than two inches in diameter.

Section 3.5 Distribution of Contract

A copy of this contract shall be distributed to all current unit members and all new hires during the term of this contract. The Union shall be responsible for printing and distribution. Two hundred (200) copies of the contract shall be printed, and the District will be provided twenty (20) copies. The Union shall provide the Fire Chief with a copy of the printer's original invoice after which the District shall remit its 50% share of the cost of the printing to the Union within thirty (30) calendar days. Within fourteen (14) days of initial distribution, the Union shall acknowledge in writing to the Fire Chief the names of the employees to whom copies of the contract have been distributed.

Section 3.6 New Hire Orientation

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

Section 3.7 Union Representation

The Union will solely control who represents it and its members during negotiations, grievance meetings, labor-management meetings, labor-management committees, arbitrations, mediations, interrogations, committee meetings, and any other matters allowing for Union representation.

ARTICLE 4 MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this agreement, the District retains all traditional rights to manage and direct the affairs of the District in all of its various aspects and to manage and direct its employees, including but not limited to the following; to plan, direct, control and determine all the operations and services of the District; to supervise and direct the work force; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards, and from time to time, to change those standards; to assign overtime, to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees, to discipline, suspend and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; to carry out the mission of the District, provided, however, that the exercise of any of the above rights shall not conflict with any of the express provisions of this agreement. Whenever the Fire Chief has any power or right under this agreement, the power or right may be exercised by the Deputy Chief or may be exercised by any person designated by either of them.

ARTICLE 5 WAGES

Section 5.1 Wage Schedule

Employees shall be compensated in accordance with the wage schedules attached to this agreement as Appendices A, B, and C which represent across-the-board base pay increases of 2.5% effective January 1, 2021; 2.5% effective January 1, 2022; and 2.5% effective January 1, 2023.

Section 5.2 Schedule Placement

When any position not listed on the wage schedule is established with a wage structure or differential other than herein specified, and affecting members of the bargaining unit, the Employer shall negotiate with the Union a rate structure for the position. Unless mutually agreed upon by the Union and the Employer, employees shall move from the minimum step in the pay range to the maximum step in increments as are set forth in the wage schedules, Appendices A, B, and C.

Section 5.3 Longevity Pay

Employees shall receive longevity pay which is non-cumulative in addition to their base pay according to their years of employment with Orland Fire Protection District, according to the following schedule:

Longevity pay shall be paid according to the following schedule:

- After 10 years of service - 2.0% of the employee's base pay;
- After 15 years of service - 3.0% of the employee's base pay;
- After 20 years of service - 6.0% of the employee's base pay;
- After 26 years of service - 15.0% of the employee's base pay;
- After 28 years of service - 5.0% of employee's base pay;
- After completion of 30 years and one day of service - 0% of employee's base pay.

Section 5.4 Pension Pick Up

The salaries listed in Appendices A, B and C include the District's pickup and payment to the Illinois Fire Fighters' Pension Fund on behalf of each employee covered by this agreement in an amount equal to the amount set forth by State Statute. In determining the amount picked up and paid by the District, the employee's salary shall include any other compensation attached to an employee's rank including longevity pay, paramedic pay and deemed to be "salary" as defined by 40 ILCS 5/4-118.1. The amounts picked up and paid to the Fund will be treated as employer contributions for income tax purposes pursuant to 26 U.S.C.A., Section 415(h).

Section 5.5 Regular Hourly Rate

- A. The regular hourly rate for shift personnel shall be determined by dividing the employee's total annual salary by 2,648 hours.
- B. The regular hourly rate for day personnel shall be determined by dividing the employee's total annual salary by 2,080 hours.

ARTICLE 6 SPECIALTY AND INCENTIVE PAY

Section 6.1(a) Paramedic Pay

Employees who are certified as Paramedics shall receive compensation in addition to their base pay according to the following schedule. Annual increases shall be commensurate with across the board base pay increases in Section 5.1 of this agreement.

	Effective 1/1/2020	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023
Paramedic Class 7 Date of Hire to 12 months of service	\$4,206	4,311	4,419	4,529
Paramedic Class 6 After 12 months of service to 36 months of service	\$4,781	4,901	5,024	5,150
Paramedic Class 5 After 36 months of service to 60 months of service	\$5,069	5,196	5,326	5,459
Paramedic Class 4 After 60 months of service to 84 months of service	\$5,284	5,416	5,551	5,690
Paramedic Class 3 After 84 months of service to 120 months of service	\$5,499	5,636	5,777	5,921
Paramedic Class 2 After 120 months of service to 240 months of service	\$6,075	6,227	6,383	6,543
Paramedic Class 1 After 240 months of service to 299 months of service	\$6,360	6,519	6,682	6,849
Paramedic Class 0 After 300 months of service	\$7,216	7,396	7,581	7,771

Section 6.1(b) Paramedic-In-Charge

At the beginning of the shift, at each station with an in-service ambulance, a minimum of two (2) Paramedics shall be assigned to each ambulance. One Paramedic assigned to the ambulance shall be the Paramedic-in-Charge (P.I.C.) and shall receive a per hour incentive according to the chart below above their hourly rate for the time served in the PIC position; and the other Paramedic assigned to the ambulance shall be assigned as the Ambulance Driver and shall receive a per hour incentive according to the chart below above their hourly rate for the time served in that position. At any station except a station manned by five (5) or more employees at the start of a shift, a Lieutenant (provided this employee is an EMT-P) shall be the Paramedic in Charge on the ambulance, the Engineer shall be the Ambulance Driver and there shall be no Paramedic-in-charge pay or Ambulance Driver pay for such employees. The senior Paramedic, in the absence of a Lieutenant-Paramedic, assigned to the specialty medical unit shall be the PIC.

Beginning 1/1/2021, annual PIC and AD incentive pay increases shall reflect Section 5.1 wage increases and be paid according to the chart below.

Year	PIC	AD
2020	\$2.00	\$1.75
2021	\$2.05	\$1.79
2022	\$2.10	\$1.84
2023	\$2.15	\$1.88

Section 6.2 EMT-B Differential

All employees who are certified as EMT-B shall receive compensation in addition to their base salary in the amount of \$750.00 per year if less than 20 years of previous full-time district service as an EMT-P and \$1,500 if greater than 20 years of previous full-time district service as an EMT-P. Annual increases shall be commensurate with across the board base pay increases in Section 5.1 of this agreement.

Year	Less than 20 years	Greater than 20 years
2020	\$920	\$1,840
2021	\$943	\$1,886
2022	\$967	\$1,933
2023	\$991	\$1,981

Section 6.3 Day Personnel

All day personnel, including Lieutenants, but excluding employees assigned to the academy during their probationary period, will receive a specialty rank incentive of 5% of their base salary, and the percentage equivalent to their holiday pay over their base salary.

A Lieutenant assigned to a day position will be allowed to return to their 24/48 assignment under the following conditions:

- A Lieutenant vacancy exists in the 24/48 shift schedule; and
- The Lieutenant requests the return to the 24/48 shift schedule in writing to the Fire Chief; and
- A period of more than 12 months has elapsed since being assigned to days, unless agreed upon by the Fire Chief; and
- If more than one Lieutenant requests to return to the 24/48 shift, the most senior Lieutenant will have preference.

A Lieutenant who is assigned to a day position may act up in the Acting Battalion Chief role if they are qualified for this position per Section 19.1.

A Lieutenant assigned to these positions may be eligible to work overtime slots on shift under the following conditions:

- Working the overtime position does not interfere with their day assignment; and
- If hours worked exceeds 80 within the pay period, hours worked will be paid at 1.5 times their day position hourly rate; and
- A Lieutenant assigned to a day position will be required to have approval from their supervisor to accept overtime positions on shift.

Lieutenants assigned to a day position will be provided a staff vehicle for use in their daily assignments. All policies and procedures pertaining to staff vehicles will apply.

Any overtime incurred by day personnel functioning under their day personnel job description shall be compensated at the rate of one and a half times their hourly rate (excluding the holiday pay equivalent). Any overtime incurred by day personnel functioning under a 24/48 shift job description shall be compensated at the rate of one and one-half times their shift hourly rate (excluding the holiday pay equivalent and day incentive).

Section 6.4 Educational Reimbursement

- A. The District shall pay for tuition and related expenses to employees attending classes or seminars for which attendance is deemed by the District to be necessary.
- B. The District shall post a notice of such classes or seminars, and the dates, times and locations when such information is available but no later than 3 days before approving employees for attendance.
- C. Employees interested in attending shall submit a completed request form to the Fire Chief's designee.
- D. (i). In approving employees for attendance at classes or seminars required for State of Illinois Fire Officer or FAE certification, the District shall select employees on the signup sheet on the basis of seniority (per section 8.1), giving preference to those who have not previously taken such class or seminar. Employees scheduled to be on duty shall be permitted to attend class without loss of pay provided manning levels do not fall below minimum and provided at least five days advance written request is submitted (unless such notice is impossible in which event requests shall be made as far in advance as possible), and approved by the Fire Chief or their designee, which approval shall not be unreasonably denied.

(ii). In approving employees for attendance at classes or seminars (other than FO and FAE courses), the District shall select those employees, who have submitted a request form based on reasonable needs of the District.

Section 6.5 Educational Incentive Pay

Employees shall be entitled to receive educational incentive pay for fire science or health related degrees earned from regionally accredited higher educational institutions or for fire service related state certifications as follows:

A. Firefighters' and Engineers' Positions

1. DEGREE PROGRAM

Associate's Degree in Fire Science or health related field after five (5) years of continuous full-time service with the District:

2020	2021	2022	2023
\$1,200	\$1,230	\$1,261	\$1,293

Bachelor's Degree in Fire Science or health related field approved by the District (e.g. public administration) after five (5) years of continuous full-time service with the District. Degree stipends are non-cumulative:

2020	2021	2022	2023
\$2,300	\$2,358	\$2,417	\$2,477

2. STATE CERTIFICATION PROGRAM

Certified Fire Firefighter III or Advanced Technical Firefighter

2020	2021	2022	2023
\$1,200	\$1,230	\$1,261	\$1,293

Employees shall not receive incentive pay under the degree program (subparagraph 1) and under the State Certification Program (subparagraph 2) at the same time. Employees who are currently receiving FF III or Advanced Technical Firefighter and degree incentive payments will continue to receive such payments until promoted.

B. Lieutenants

1. DEGREE PROGRAM

Associates Degree in Fire Science or health related field after five (5) years of continuous full-time service with the District:

2020	2021	2022	2023
\$1,200	\$1,230	\$1,261	\$1,293

Bachelor's Degree in Fire Science or health related field approved by the District (e.g. public administration) after five (5) years of continuous full-time service with the District. Degree stipends are non-cumulative:

2020	2021	2022	2023
\$2,300	\$2,358	\$2,417	\$2,477

Master's Degree in fire service or health related field approved by the District after 10 years continuous full-time service with the District. Degree stipends are non-cumulative:

2020	2021	2022	2023
\$3,000	\$3,075	\$3,152	\$3,231

2. STATE CERTIFICATION PROGRAM

Fire Officer I or Company Officer

2020	2021	2022	2023
\$750	\$769	\$788	\$808

Fire Officer II or Advanced Fire Officer (non-cumulative)

2020	2021	2022	2023
\$1,200	\$1,230	\$1,261	\$1,293

Fire Officer III or Chief Fire Officer (non-cumulative)

2020	2021	2022	2023
\$1,400	\$1,435	\$1,471	\$1,508

Beginning 1/1/2021, annual increases shall be commensurate with across the board increases in Section 5.1.

Employees shall not receive incentive pay under the degree program (subparagraph 1) and under the State certification program (subparagraph 2) at the same time. Employees who obtain an associate's degree or bachelor's degree will not be eligible to receive both Fire Officer and degree incentive payments. Employees will receive either degree incentives or Fire Officer incentives, whichever are the greatest. Upon promotion to Lieutenant, employees will no longer be eligible for the FF III or Advanced Technical Firefighter incentive payment.

Beginning 1/1/2021, incentives will begin when the employee submits documentation of achievement to payroll.

Section 6.6 Paramedic and EMT-B Continuing Education Reimbursement

The District shall endeavor to provide mandatory paramedic and EMT-B continuing education courses or clinical credit hours during the employee's regular duty hours. Mandatory continuing education classes or hours which cannot be performed on duty due to scheduling conflicts, can be performed during non-duty time provided the employee submits to the EMS Coordinator a written request at least 30 days in advance of the last date for registration for the class, unless there is a reasonable basis for less than 30 days' notice, in which case the request shall be submitted as far in advance as is reasonably possible. Approval to perform continuing education courses or clinical hours during non-duty time will not be unreasonably denied. No advance request is required for courses or clinical hours which are not offered or cannot be earned during regular duty hours. Employees attending continuing education courses or clinical experiences during non-duty time will be paid at their regular hourly rate provided appropriate documentation that the employee has satisfactorily completed the courses or clinical hours has been submitted. Payment for such hours shall be made after the conclusion of the work period in which the hours were worked.

ARTICLE 7 HOURS OF DUTY

Section 7.1 Regular hours of duty for employees

A. Shift Personnel

Employees assigned to firefighting duties on shift shall be scheduled to work a shift consisting of twenty-four (24) hours on duty, starting at 7:00 a.m. and ending the following 7:00 a.m. The on-duty shift shall be followed by forty-eight (48) consecutive hours off-duty. The hours generated shall be reduced by scheduling "Kelly Days" as provided in Section 7.3 of this article.

B. Day Personnel

- a. Employees assigned to the Fire Prevention Bureau and daytime personnel shall be scheduled to work between the hours of 7:00 a.m. and 5:30 p.m., Monday through Friday. The hours generated shall be such that the average regular hours worked per week over any fourteen (14) day period shall be 40. This shall be accomplished by scheduling work time and time off within the fourteen (14) day work period at mutually agreeable times. It is understood that scheduling time off is subject to the requirement that at least one employee shall be present to cover a shift at all times. Hours worked outside of the regular hours and in excess of an average of 40 over a fourteen (14) day work period shall be considered overtime. Day personnel will not be permitted to work

overtime on shift unless requested by the Fire Chief or their designee.

- b. In addition, the Fire Marshal, the Employer may employ up to five (5) non-bargaining unit members in the Fire Prevention Bureau, four (4) Inspectors and one (1) Fire Safety Engineer, and they shall not be covered by the collective bargaining agreement.
- c. Lieutenants in the bargaining unit shall not be required to serve in the Fire Prevention Bureau, except newly promoted Lieutenants may be required to serve in the Fire Prevention Bureau only for a maximum of six (6) consecutive calendar weeks.

Section 7.2 Overtime Hours

A. Work Period and Overtime Hours

The "work period" for purposes of the FLSA 29 U.S.C. Section 207(k) shall be 27 consecutive 24 hour periods. Except as otherwise provided in Article 25, all hours worked outside of the scheduled shift in any 27-day work period shall be paid at a rate of one and one-half (1 1/2) times the employee's regular hourly rate. The regular hourly rate shall be determined by dividing an employee's total annual salary by the applicable hours specified in Section 5.5 of this Agreement. Employees shall be paid for their overtime hours in the pay check after the conclusion of the work period in which the overtime hours were worked.

B. Overtime Payment Calculation

Overtime shall be paid as follows:

- a. Overtime rates for a minimum of one hour shall be paid for all overtime up to and including the first hour of overtime (1 through 60 minutes inclusive), except for overtime that occurs within one hour of the employee's duty shift.
- b. Overtime after the first hour (61 minutes and beyond), and overtime within one hour of the employee's duty shift shall be paid in 15-minute increments, with any time (1 through 15 minutes inclusive) within a 15-minute period to be considered a full increment.

C. Mandatory Drills

No more than four mandatory drills per shift per year outside regular duty hours shall be held.

Section 7.3 Kelly Days

A. Regular Hours

The regular hours of Shift Personnel shall be reduced by scheduling 11 Kelly Days off.

B. Kelly Day Selection Procedures.

After the completion of vacation day selection, personnel, according to seniority, will select, by entering into the computer, all of their 11 Kelly Days for the upcoming year by December 20th. Kelly Days may be canceled and moved. However, Kelly days cannot be carried over to the following year or turned in for pay.

C. Number Off for Vacation and Kelly Days

- a. All shift personnel shall be permitted to schedule vacation time off on any day, with the limitation that eight (8) of a shift's firefighting personnel will be permitted to take scheduled time off (vacation and/or Kelly Days) during their duty shift. The number of Lieutenants off will be adjusted to the number of Lieutenants on shift. (10 Lieutenants – six (6) may be off, 9 Lieutenants – 5 off, 8 Lieutenants - 4 off). The number of Engineers will be adjusted to the number of Engineers on shift. (10 Engineers – 6 off, 9 Engineers 5 off, 8 Engineers – 4 off). It is provided, however, that for each fifteenth (15th) shift employee hired beyond 108 the total number of personnel permitted off shall be increased by one (1) (for example, when there are 123 shift firefighting employees, nine (9) will be permitted off).
- b. It is understood that for extraordinary situations, the Fire Chief in their discretion may permit scheduled time off in excess of the number stated; and it is also provided that if there are not sufficient shift days available for the scheduled time off (i.e., Kelly and Vacation), then to the extent necessary in order to provide employees their scheduled time off, more than the number stated shall be permitted, on a seniority basis, to select off the same duty shift by a method mutually agreed upon.

D. Re-Scheduling Time-Off Following Shift Transfer.

If the District requires an individual to change shift following the vacation and Kelly day picking procedure, the individual will be able to select vacation and Kelly days on their new shift the day before or after their scheduled day off on their shift prior to being moved, or if they have seniority over any of the eight (8) members currently off on a day they choose. An individual's vacation and Kelly day selection on their new shift cannot be unreasonably denied. If an individual voluntarily moves their shift following the vacation and Kelly day picking procedure, the individual will select vacation and Kelly days from days with less than eight employees off.

E. Awarding Vacation and Kelly Days for Individuals on Duty Injury, or Following Shift Transfer.

When an individual has a scheduled vacation or Kelly day, but is on duty injury, or has their shift transferred, and the day has the maximum allowed individuals off on vacation or Kelly days according to Section 7.3C, the Shift Battalion Chief (or their designee) will notify the Union, who will make notification

to their membership via the paging system, and the day will be awarded based on overall seniority. The Shift Battalion Chief will attempt to make notification to the Union as soon as reasonably possible and all attempts will be made to award the day by 1500 hours the shift day prior.

ARTICLE 8 SENIORITY RIGHTS

Section 8.1 Definition

Seniority means an employee's length of continuous service as a full-time firefighter with the District since the employee's last date of hire. If more than one person is hired on the same day, they will be placed on the seniority list according to their rank on the eligibility list from which they were hired.

Section 8.2 Probation Period

New employees shall serve a probationary period of twelve (12) months. Any employee may be discharged during the probationary period without cause. In the event of the discharge of a probationary employee, the employee and the Union will be afforded notice of the reason(s) for the discharge at least fifteen (15) days prior to the effective date of the discharge. The Union may, within five (5) days request a hearing before the Board of Trustees. If such a hearing is requested, it will be held within ten (10) days. At the hearing, the Union may present evidence to attempt to persuade the Board to reinstate the employee. A transcript or tape recording shall be kept of the hearing. The Board shall review the evidence and render its decision which shall be final. The Board's decision shall not be subject to the grievance procedure.

The seniority of the employee retained beyond the probationary period shall date back to their last date of hire.

Section 8.3 Breaks in Continuous Service

An employee's continuous service shall be broken only by voluntary resignation, discharge for just cause, retirement or layoff without recall within two (2) years.

Continuous service shall not be broken because of absence due to illness or injury, authorized leaves or temporary layoffs not in excess of one year provided the employee does not withdraw their contributions to the Orland Firefighter's Pension Fund.

However, if an employee terminates their service with the District to accept a disability pension and their disability pension is later terminated, and they returns to active service in the District, they shall be credited with the accumulated seniority which they held at the time they were placed on the disability pension, but they shall not be entitled to seniority credit for the period of time that they received the disability pension.

Section 8.4 Seniority List

On or before January 1 of each year, the Employer shall post on the District's intranet, a current seniority list showing the seniority of each employee. The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Fire Chief in writing within ten (10) calendar days after the list is posted.

Section 8.5 Overtime Distribution

The Union will administer the overtime in accordance with the minimum staffing provisions contained in this Agreement. The Shift Battalion Chief will notify the Union when staffing has dropped below the minimum staffing required by this Agreement. The Shift Battalion Chief shall notify the Union of the types and number of personnel which are needed to cover the shortage and the location of the shortage. Upon receipt of such notice, the Union shall call the types and number of employees required by the Shift Battalion Chief and shall notify the Shift Battalion Chief as to the identities of the employees selected.

The opportunities to work available overtime hours shall be fairly and equitably rotated among the employees according to a uniform system consistent with Appendix L. The established method of selecting employees for overtime in cases of personnel shortages may be suspended by the Fire Chief in cases of fire, riot, emergency weather or other emergencies requiring that employees be immediately called back for duty.

Overtime vacancies shall be filled based on the overtime rules (copy attached as Appendix L). The Union shall be notified of the need for overtime and shall secure the staffing needed. In the event that during the course of the contract unexpected demand for overtime creating problems in securing the requisite personnel, either party may notify the other and they shall meet to negotiate variations in the procedure to resolve the problem with the objective of avoiding the need for mandatory call backs as much as feasible.

Section 8.6 Layoff and Recall

In the event of layoff, the employees with the least seniority shall be laid off first in accordance with the provision of 70 ILCS 705/16.13(a).

ARTICLE 9 PAID LEAVES

Section 9.1 Sick Leave

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

Family Needs Days may only be used for the medical needs of the employee's immediate family as defined in Section 9.2.B.

PAID SICK DAYS

Employees shall receive 13 hours of sick time per month. Sick leave may be used in 8-hour increments if on a 40-hour work week. Otherwise, sick leave may be taken in 24-hour increments, provided that for an employee who uses sick leave, after reporting to work, shall not be charged sick leave for time on duty. Two days per year may be taken for the medical needs of the employee's immediate family as defined in Section 9.2B. These days may be taken in 12-hour increments. Employees can accumulate up to one hundred sixty (160) shift days.

Once an employee has accrued 12 sick days, they can turn sick days in for pay as follows:

Annual Sick & Family Needs Usage (Excluding VEBA & Emergency Leave)	Number of Sick Hours Allowed to be Turned In
1 Hours	72 Hours
24 Hours	48 Hours
48 Hours	24 Hours
Greater than 48 Hours	0 Hours

If an employee has accrued at least 65 days, they may receive pay for up to 20 days at 50% once per year.

At retirement, an employee may receive pay for a percentage of the accumulated shift days as defined below:

Number of Accrued Sick Days / Hours	Percentage of Pay Received
0 – 49 Days / 0 – 1,199 hours	25%
50 – 74 Days / 1,200 – 1,799 hours	35%
75 – 99 Days / 1,800 – 2,399 hours	40%
100 + Days / 2,400 + hours	45%

Payouts pursuant to the provision immediately above shall be made on dates selected by the District in January and July of each year.

DAY PERSONNEL shall receive paid sick leave and other benefits under this Section that are equivalent to shift personnel based upon the rate of three (3) days for one shift day; i.e., six (6) shift days equal eighteen (18) sick days for day personnel.

Abuse of sick leave is a serious matter and may be subject to discipline. To the extent permitted by Illinois and federal law, sick employees are expected to remain at home unless hospitalized, visiting their doctor, acting pursuant to instruction for care or otherwise acting as approved by the Fire Chief or their designee. The District may use phone calls or other means to verify proper use of sick leave. If the District has evidence to believe an employee is not fit for duty, the District has the right to require the employee to submit to a fitness for duty examination by the District physician and/or treating physician at the District's expense. The examination is not authorization of random drug testing.

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

- A. When an employee uses two (2) consecutive sick days.
- B. When the employee's third (3rd) sick day is used in one year and every subsequent sick day that year.
Note: #2 only applies to those days used for the employee's illness or injury and not those days used for illness related to their family.
- C. When the employee uses a sick day immediately (one shift day) prior to or after a Kelly Day or Vacation Day.

The employee shall notify the Shift Battalion Chief or their designee at least one (1) hour prior to the start of their shift that they are requesting sick leave for themselves or for family reasons. The Shift Battalion Chief may require supporting documentation regarding the purpose of the employee's sick leave request. A departmental memo may be acceptable documentation.

Section 9.2 Family Death Leave

- A. A maximum of eight (8) calendar days or three (3) 24-hour shift days leave with pay, at the reasonable discretion of the Fire Chief or their designee, dependent on funeral arrangements and travel requirements, shall be granted to an employee in the event of a death in the immediate family, but in any event such leave shall be granted for no less than three (3) calendar days or one (1) 24-hour shift day. The District may request written verification of the death for which the leave was requested.
- B. The immediate family will include only:
 - a. Spouse or a person in a civil union defined by the State of Illinois, children and stepchildren, spouse of children and step children.
 - b. Parents or foster parents of employee or spouse.
 - c. Brothers and sisters, and brothers-in-law and sisters-in-law of the employee and spouse.
 - d. Grandchildren and grandparents of the employee and spouse.
 - e. Other persons who were members of the employee's household at the time of death.
- C. Time off for funerals will be granted to employees for aunts, uncles, nieces and nephews of employee and spouse for a period of one 24-hour shift without pay, providing, however, that it would not significantly reduce the operation and efficiency of the District.

Section 9.3 Military Training Leave

Any employee who is a member of any branch of the military of the United States or of the State of Illinois, including any component of the National Guard or Reserves, and who is ordered by the appropriate authorities to attend a training program, ordered to active duty, or perform other duties under the supervision of the United States or of the State of Illinois, shall be granted an authorized absence for the military service during the period of such activity in accordance with federal and state law. If the District has agreed in any collective bargaining

agreement to a "pension pick-up", as permitted by Section 4-118.2 of the Illinois Pension Code, then the District's pick-up obligation, as well as the obligation to contribute under Section 4-118 of the Illinois Pension Code, shall apply to the regular compensation due any District employee who has been activated for military service. Rights and benefits of employees in military leave status are addressed in detail in the policies of the Board of Trustees of the Orland Fire Protection District.

An employee who is a member of any branch of the military of the United States or of the State of Illinois, including any component of the National Guard or Reserves, and who is called into active military service shall be maintained at the applicable level of salary, seniority, pension and medical insurance benefits. There is no consideration for voluntary military training or call-ups for which an employee may agree to participate, but only for required active military duty. The District requires the employee to submit for review their written military orders from the employee's superior military officer.

At the conclusion of the required military duty, the employee shall present to the Fire Chief, or their designee, a copy of their military duty roster, signed by a superior officer, showing the dates of actual service on active military duty.

The employee shall also submit to the Fire Chief, or their designee, a copy of an official record of all monies received from the military for the period of active duty.

The employee will be given a period of time, as set forth in the following paragraph, to reimburse the District the amount received for required military duty for the days on which the employee was scheduled to work for the District (the military pays a daily rate, based on rank, for each 24 hours of active duty). The District seeks only to be reimbursed the actual amount of military pay received for days on which the employee was scheduled to work for the District. Military pay received by the employee for days of active duty on which the employee was not scheduled to work for the District are to be retained by the employee.

The employee's maximum time period to reimburse the District will be based on a one month for each month of required active duty. (e.g. for one month of required active duty, the employee will have one month after the member returns to District employment to reimburse the District, and for six months of active duty the employee will be given six months after returning to District employment to reimburse the District.) In consideration of periodic two weeks required military activations (such as annual training), the employee must resolve any reimbursement issues within one month from the conclusion of the military duty.

This policy is valid for up to one continuous year of active military duty. If duty continues for more than one calendar year, the military leave will be reviewed by the District. Required continuation of seniority, medical insurance, and rank/position held at the time of call-up for duty will be as provided in state or federal law.

Except as otherwise required by state or federal law, the provisions of this section shall not apply in the event that five percent or more of the District's total employees are mobilized for active military duty.

There is no prohibition against employees utilizing approved shift trades for scheduled military events that are less than two weeks in duration or which are voluntary in nature.

Section 9.4 Emergency Leave

If a serious or unexpected emergency occurs to an employee's spouse, children, parent, or a member of the immediate family in their household, the employee will be allowed to leave or not report to their duties while the emergency exists. Such leave must be cleared with the Fire Chief or in their absence the Deputy Chief. If unable to contact the Fire Chief or Deputy Chief, the Shift Battalion Chief shall have the authority to grant such permission. Such leave shall not unreasonably be denied and shall not exceed the balance of the work day in question.

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

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

Section 9.5 Personal Switch

Employees shall have the right to exchange shifts, vacation and Kelly days, provided that the change does not interfere with the operations of the District. It is provided that only Lieutenants may exchange shifts, vacation and Kelly Days with Lieutenants. All exchanges shall be subject to the approval of a Chief Officer whose approval shall not be unreasonably denied.

Once an employee agrees to work a switch (having the approved documentation), the employee assumes all the responsibilities of the person with whom the switch is being made. If an employee scheduled to work a switch suffers a non-duty related illness or injury, that employee's sick leave will be used, and the employee on the approved switch shall not be responsible to work or to find a replacement. If an employee who is scheduled to work an approved switch suffers a duty related illness or injury, the employee on the approved personal switch shall not be responsible to work or to find a replacement.

No one shall conduct a switch for pay. All personal switches will be time for time.

Switches of an employee on duty injury will be cancelled after 5 shift days.

The Shift Battalion Chief will attempt to make notification to both parties of any cancellation of a switch of an employee on duty injury by 1500 hours on the shift day prior to the scheduled switch.

If an employee working a switch enters into another switch (the triple trade), the employee must make email notification to all Shift Battalion Chiefs so Telestaff can be properly adjusted.

Section 9.6 Paid Holidays

All full-time firefighters on shift shall receive one day additional compensation (at their daily rate) for eight holidays. Employees will be issued a check on April 30th for four (4) of those holidays and a check for the remaining four (4) holidays will be issued on November 30. Employees will receive prorated holiday pay for the year they are hired or following their termination of employment with the District at a rate of 16 hours per month.

All day personnel (firefighters) will be allowed eight holidays off but will not receive a check in either April or November for the holidays.

Section 9.7 Personal Days

Personal days off for sworn day time personnel shall be as follows:

- After the completion of two (2) years of service: one (1) day off with pay.
- After the completion of four (4) years of service: three (3) days off with pay.
- After the completion of six (6) years of service: five (5) personal days off with pay.

Personal days cannot be carried over to the next calendar year.

Section 9.8 Birthday Off

Daytime firefighter personnel shall be allowed their birthday off with full pay. Such time off may be taken within the week prior or within the week after their actual birthday. All birthday "Day Off" requests must be submitted 48 hours before the date requested. The Fire Prevention Bureau will maintain one full-time person in the Bureau at all times.

Section 9.9 Short-Term Leave

Leave without pay upon written request to the Fire Chief may be granted for up to one month (four calendar weeks) during a calendar year, where the absence of the employee does not adversely affect departmental operations. Sick leave, vacation, and holiday benefits shall accrue and health, life insurance and medical coverage shall continue during such leave. Any employee who without good cause does not report back to work at the end of such leave shall be considered to have terminated their employment with the District and shall repay the District for any costs incurred in providing the benefits during the leave, including sick leave, vacation, and holiday benefits and health and life insurance, and medical coverage insurance.

Section 9.10 Extended Leave of Absence

Extended leave without pay upon written request to the Fire Chief may be granted for a period not to exceed one year, where the absence of the employee does not adversely affect departmental operations. Sick leave, vacation and holiday benefits will not accrue during the period of this leave of absence. The employee and dependents shall have the right to continue health and life insurance and group medical coverage during the leave with payment of applicable premiums. Any employee who without good cause does not report back to work at the end of such leave shall be considered to have voluntarily terminated their employment with the District.

Section 9.11 Duty Injury, Illness, Disability Leave

Employees injured in the performance of their duties or suffering from a duty-related illness or disability shall be compensated with Worker's Compensation benefits as provided by State Statute and funded by the District. In addition to Worker's Compensation benefit payments, employees shall be paid for any difference in pay the employee receives for such benefits and their regular pay for a period of one year following the date of any duty-related injury, illness or disability, provided such lasts that time, or for that portion of the year that such does last.

Payment to the employee shall be accomplished by maintaining the employee on the regular payroll and the employee shall endorse their Worker's Compensation checks to the District upon receipt by the employee. The District shall provide necessary documentation to assure that the portion of regular pay attributable to Worker's Compensation shall not be taxable to the employee under current I.R.S. regulations. During the time the employee is receiving this benefit, the employee shall continue to accrue sick leave, vacation and be entitled to other benefits under this Agreement.

In a combined effort to reduce the costs associated with duty-related injuries, the Union and District agree to encourage members to enter into the Rebound Injury Recovery Program for as long as the District remains enrolled in the Rebound Injury Recovery Program.

Section 9.12 Union Business Leaves

Upon three (3) days advance written notice from the Union, approval of the Union President (or their designee), and appropriate documentation, the Employer shall release from work without loss of pay or benefits, up to four (4) Union designated employees to attend seminars, conventions, meetings and/or similar functions. The Union, however, shall reimburse the Employer in an amount equivalent to the wages paid any employee called in because of operational needs to work in place of the released employee(s). District uniforms shall not be worn during Union business that is conducted off-district premises. The Union shall be invoiced quarterly. Payments shall be due within 60 days after invoice.

ARTICLE 10 VACATIONS

Section 10.1 Vacation Schedule

All full-time firefighters shall be granted the following vacations with pay:

SHIFT PERSONNEL

After the completion of 12 months of service-	3 days (24 hr. shifts)
After the completion of 24 months of service-	6 days (24 hr. shifts)
After the completion of 60 months of service-	9 days (24 hr. shifts)
After the completion of 120 months of service-	12 days (24 hr. shifts)
After the completion of 144 months of service-	13 days (24 hr. shifts)
After the completion of 180 months of service-	14 days (24 hr. shifts)
After the completion of 240 months of service-	15 days (24 hr. shifts)

DAY PERSONNEL

After the completion of 12 months of service-	5 days (8-hour shifts)
After the completion of 24 months of service-	10 days (8-hour shifts)
After the completion of 60 months of service-	15 days (8-hour shifts)
After the completion of 120 months of service-	20 days (8-hour shifts)
After the completion of 144 months of service-	25 days (8-hour shifts)
After the completion of 180 months of service-	28 days (8-hour shifts)
After the completion of 240 months of service-	30 days (8-hour shifts)

Section 10.2 Compensation for Vacation Days Not Taken

Shift Employees may exchange up to ten (10) vacation days for compensation or have an equivalent payment applied to the established post-employment health plan (VEBA) if approved by the plan and committee.

Day personnel may exchange 30 8-hour days for compensation or have an equivalent payment applied to the established post-employment health plan (VEBA) if approved by the plan and committee.

Section 10.3 Vacation Days Selection Procedures

All vacation requests will be granted by shift according to the master seniority list. All first requests for vacation days must be entered into the computer by December 10th of the calendar year before the vacation entitlement and will be a minimum of three consecutive work days for day personnel and a minimum of one 24-hour shift day for shift personnel. Vacation requests submitted after December 10th, must be for a minimum of a full work shift and shall be granted on a first come first served basis. Any disputes resolved on the basis of seniority.

Vacation days cannot be carried over to the next calendar year; except that employees who are unable to take vacation days because of duty related illness or injury, or family death leave may carry over such days to the following year, or at the employee's option submit any or all of such days for pay.

ARTICLE 11 NO DISCRIMINATION

A. Union Status

The parties agree that there shall be no discrimination, interference, or restraint against any employee because of their membership or non-membership in the Union or because of them presenting a grievance, or against any employee or any member of a Union committee in discharging their responsibility in administering this agreement. The Union agrees for itself and its members, individually and collectively, to perform loyal and efficient work in the service of the District at all times.

B. Other Protected Classes

In accordance with applicable law, neither the District nor the Union shall discriminate against any employee covered by this agreement because of race, creed, color, national origin, sex, marital status, political affiliation, sexual orientation, disability, religion, or Union membership status.

C. Election of Remedies

The parties recognize that employees alleging discrimination on the basis of race, sex, national origin, age, marital status, disability, religion or political affiliation possess administrative and/or judicial remedies under State and/or Federal statutes. The inclusion of this Article 11 reflects an intent of the parties to afford employees an alternative forum under the grievance/arbitration procedure for the resolution of such disputes. Accordingly, employees who file grievances alleging violation of the prohibited actions of this Article 11 covered by State or Federal statutes shall have such grievances processed through Step 2. In the event such grievances are not resolved and the Union believes that the grievance has sufficient merit to proceed to arbitration, the grievant shall execute an election of remedies specifying whether he desires to seek redress of their complaint through arbitration or through administrative agencies and/or the courts. If the employee elects to proceed to arbitration they shall

waive their right to proceed upon their complaint in other forums. Any employee shall be allowed thirty (30) days to seek legal advice and counsel as to their election of remedies.

In the event the employee decides to proceed on their claim in an administrative or judicial forum they shall waive any right to proceed to arbitration on their grievance. The Union agrees without prejudice and without precedent to waive any right it may have to process any grievance to arbitration when the employee has waived their right to so process the grievance and has elected to pursue the claim in an administrative or judicial forum.

ARTICLE 12 RULES AND REGULATIONS

Section 12.1 Compliance with Rules

The Union agrees that it and its members shall comply, in full, with all rules, regulations, practices and procedures of the District that are not in conflict with the provisions of this agreement.

Section 12.2 Rules Committee

The parties each shall name at least two and not more than four representatives to sit as a committee to review existing Fire District Rules and Regulations. Such committee shall meet promptly and may by mutual agreement make recommendations to the Board of Trustees. The Board of Trustees shall promptly issue a report as to their views of the committee's recommendations.

Section 12.3 New Rules

New or revised rules and directives having the effect of changing a rule or regulation may be established from time to time by the Employer. Any such new or revised rule(s) or directive(s) shall be disseminated to the officers through the chain of command 72 hours (3 shift days) before they become effective or enforceable. Such requirement may be suspended in the event of an emergency. Where possible, the Fire Chief shall endeavor to discuss proposals for new Rules and Regulations and directives with the Rules and Regulations Officers who are in the Union prior to posting.

Section 12.4 Enforcement of Rules and Regulations

The Employer agrees that the uniform rules and regulations of the District are to be fairly and equitably administered and enforced. Any employee shall have the right to appeal to the grievance procedure for violation of this clause but such grievance shall not be taken to arbitration.

Section 12.5 Labor/Management Meetings

The Union and Employer mutually agree that in the interest of management and employee relations, it is desirable that meetings be held between Union representatives and administrative representatives of the Employer. Such meetings shall be held quarterly on the last Monday of March, June, September, and December. In addition to quarterly meetings either party may request additional meetings at least seven days in advance.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Negotiations for the purpose of altering any or all terms of this agreement shall not be considered at the "Labor Management" Meetings."

Discussion guidelines of these meetings shall be:

- A. Discussing the implementation and general administration of this agreement.
- B. Sharing of general information of interest of the parties.
- C. Notifying the union of changes in conditions of rules, regulations, policies, and procedures of the district which may affect employees.
- D. Discussion regarding NFPA 1710.

An agenda will be agreed upon between the Fire Chief and the Union President before the meeting.

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

ARTICLE 13 DISCIPLINE

The Employer agrees that employees may be disciplined and discharged only for just cause. Where the Employer believes just cause exists to institute disciplinary action, it shall have the option to assess the following penalties:

- Oral Reprimand
- Written Reprimand
- Suspension
- Discharge

If the Employer decides to initiate discipline (other than oral reprimands) against an employee, the following procedures shall apply:

A. Notice

The Employer shall serve written notice of the charges and proposed penalty upon the employee involved, with a copy to the Union.

B. Election of Options

Upon receipt of the notice, the employee may elect to appeal the proposed disciplinary action (excluding oral reprimands) either to the Board of Fire Commissioners of the District (Commissioners) or subject to approval by the Union, through the grievance/arbitration procedure; provided, however, that written reprimands may only be appealed through the grievance arbitration procedure of this Agreement. The

employee shall notify the Employer of their election in writing within ten (10) calendar days of receiving notice of the Employer's notice of proposed disciplinary action. Employees shall have the right to insert in their personnel files rebuttals to any disciplinary action imposed by the Employer.

C. Board of Commissioners Option

If the employee notifies the Employer of a desire to have the charges heard before the Commissioners, the Employer may proceed with the proposed disciplinary action in accordance with the procedures set forth in 70 ILCS 705/37.13(a) subject to the employee's rights to appeal and hearing described therein. The Employer shall not file any formal charges with Commissioners before the employee has had an opportunity to exercise their election of remedies within the ten (10) day period. The time period may be extended beyond 10 days by the mutual agreement of the parties.

D. Grievance/Arbitration Option

- a. The Union may file a grievance as to a proposed disciplinary action (excluding oral reprimands) against an employee. An employee who desires to appeal a proposed disciplinary action through the grievance arbitration procedure shall notify the Union President or their designee of their desire within 24 hours of their receipt of the Employer's notice of proposed disciplinary action. The Union shall convene a meeting of a Peer Review Committee (PRC) to consider the employee's request.
- b. The PRC shall meet promptly to consider the employee's request and shall advise the employee as to its determination as to whether the Union will file a grievance as to the proposed disciplinary action within seven (7) business days of its receipt of the employee's request. In evaluating the employee's request, the PRC shall consider all material factors including:
 - i. The validity of any facts cited in the charge(s);
 - ii. The impact of the incident upon the safety of the company or the effectiveness of operations;
 - iii. The legal merits of any defenses;
 - iv. The appropriateness of the penalty to the nature of the offense.

The deliberations of the PRC shall be privileged and neither its deliberations or its decision shall be the subject of any grievance or utilized in any way in any hearing concerning the charges. The decision of the PRC shall be final.

- c. If the PRC decides not to file a grievance, the Employer may formally implement and the employee may contest, the charges in accordance with the provisions of 70 ILCS 705/ 37.13(a).
- d. If the PRC decides to file a grievance, the grievance shall be arbitrated unless a settlement of the grievance acceptable to the employee, Employer and Union is reached. Pending the resolution of any grievance, the Employer may suspend an employee with pay or for a maximum of 30 days without pay or with the approval of the Arbitrator, for a longer period provided that if the charges are not sustained, the employee shall be made whole for all wages and benefits withheld.

- b. If the grievance is sustained by an Arbitrator, the Employer shall be bound by the Arbitrator's decision and shall not file charges as to the incident with the Board of Commissioners. If the Arbitrator finds just cause for a suspension in excess of five (5) days or discharge, the Employer may immediately implement the penalty sustained by the Arbitrator. The employee shall be bound by the Arbitrator's decision and shall not have any further right to contest such charges and penalty before the Board of Commissioners. Any appeal of an Arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

E. Expenses of Arbitration

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

F. Reckoning Period

Disciplinary actions against an employee issued by the Employer, or the Board of Fire Commissioners, shall not be used against an employee except for a related offense which may only be used for 48 months to justify subsequent disciplinary action.

ARTICLE 14 NO STRIKE AND NO LOCKOUT

Section 14.1 No Lockout

No lockout of employees shall be instituted by the Employer during the term of this agreement as a result of a dispute with the Union arising out of the terms of this agreement.

Section 14.2 No Strike

No strikes of any kind and no slowdown, picketing or other concerted interferences with, or interruption of, service shall be caused, sanctioned, instigated, condoned, supported, or participated in by the Union or any employee during the term of this agreement. Any or all employees who violate this clause shall be subject to immediate discharge.

ARTICLE 15 FIRE WATCH AND SPECIAL DUTY ASSIGNMENTS

All compensated duties for fire watch shall be filled, where possible, by full-time employees. Employees shall receive one and one-half times their regular hourly rate for all hours worked.

The Fire Chief or their designee shall be responsible for recording all pertinent information relating to each assignment. Assignments shall be made by the shift officer from the departmental seniority list. Assignments shall be distributed on a rotating basis among all members of the bargaining unit holding at least a Firefighter III certification with the most senior employee, irrespective of rank, having first priority. An employee who works an assignment or refuses an assignment shall be moved to the bottom of the list.

ARTICLE 16 INSURANCE BENEFITS

Section 16.1 Coverage

The District agrees to continue to provide to employees a group life and hospitalization insurance program in effect January 1, 2021, or an equivalent program, consisting of a family major medical, hospitalization/medical, and life insurance and accident and liability insurance as described in Section 16.2D. of this Agreement. The District shall provide the Union at least thirty (30) days written notice prior to any change in carriers.

The District may not reduce benefits (including, but not limited to: changes in plan design, coverage, out-of-pocket expenses, or non-annual increases to Employee premiums) for any of its offered plans, only to the extent such changes are required by State or Federal law, or by the carrier. Prior to making any reductions or adverse changes, the District must complete bargaining with the Union over said changes (up to and including completion of impasse arbitration). Also, prior to proposing a reduction or adverse changes, the District will seek Requests for Proposals for healthcare from multiple brokers and share the results with the Union.

Section 16.2 Cost

- A. The District and employees participating in the insurance program shall pay the premiums for individual employee and dependent coverage as provided in subparagraph C for the insurance plan currently in effect. Once renewal costs are made known to the District each renewal year, the Insurance Committee consisting of one (1) Trustee, one (1) Battalion Chief, the Union President, one (1) additional bargaining unit employee (selected by the Union President), and one (1) non-sworn employee (to be selected by the group of non-sworn employees) shall meet to review the insurance program and the cost of continuing with the then current benefits and coverage. The task of the Committee shall be to consider any increases in annual medical premiums and any modification or changes in coverage, benefits, premiums and/or carriers and/or organizational pooling, or self-insurance.
- B. The Insurance Committee shall make recommendations to the Board of Trustees and the Union's Executive Committee. If either the Board of Trustees or the Union's Executive Committee rejects the Insurance Committee's recommendation, the District and the Union will meet in order to determine what, if any, changes will be made to the insurance plan premiums, benefits, and/or coverage, or otherwise.
- C. The District and employees participating in the insurance program shall pay the premiums for individual employee and dependent coverage as provided in subparagraphs D and E for the insurance plan. There will be no change in the health insurance currently provided or employee or employee contributions until January 1, 2014.
- D. The employee will contribute 13% of the applicable premium of PPO or 6% of H.S.A. No contribution is required for the HMO option in any year. A pro-rata amount of the premium contributions shall be made each payday. A summary of PPO's, H.S.A., and HMO are attached hereto as Appendix K.
- E. The District agrees to begin a health savings account (H.S.A.) for the active employees who choose the high deductible PPO option. Each year on January 1st, the District will contribute an amount where active employees will contribute no more than \$1,500 out-of-pocket for the family coverage deductible and \$750 out-of-pocket for the single coverage deductible annually.

- F. As a further limitation upon the premium contributions required in subparagraph D above, as long as the District's insurance plan covering bargaining unit personnel also covers non-bargaining unit personnel, Employees covered by this Agreement shall not be required to pay greater premium contributions than the District requires to be paid by non-bargaining unit personnel whose regular base annual salary is at least equal the base annual salary of the firefighter/Paramedic.
- G. If the District provides better health care benefits to non-bargaining unit employees than to employees covered by this agreement, the same shall be granted to employees covered by this agreement.
- H. The District shall maintain its IRC Section 125 plan so that employees may make pre-tax premium contributions through the plan.
- I. During each annual open enrollment period, an Employee may elect not to participate in the District's health insurance program, which election shall remain in effect for the Employee and dependents, if any, until the next annual open enrollment period. Any Employee who makes such an election shall receive an incentive payment from the District in accordance with the following. Payment will be paid in two installments (February & August).

<u>Status</u>	
Single	\$3,000
Employee + 1	\$6,500
Family	\$9,000

Any Employee who withdraws from participation in the District's health insurance program in a given 12-month period, can, along with eligible dependents, re-enroll during any subsequent open enrollment period or as otherwise permitted by law. Any early re-entry to the District's program will require repayment to the District of a pro-rata share of the incentive payment.

- J. The District shall provide life insurance and AD&D in the amount of \$100,000 for each employee.
- K. All bargaining unit employees with more than 26 years of service, but less than 28 years of service whether or not they are enrolled in the District's health insurance plan, shall contribute 10.25% of the employee's base pay to the premium costs of health insurance in addition to the percentage of premium costs otherwise provided under this Section. Following the 2021 – 2023 contract ratification, employees shall contribute 9.25% of the employee's base pay to the premium costs of health insurance in addition to the percentage of premium costs otherwise provided under this Section.

Section 16.3 EAP/Counseling

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

Section 16.4 Retirees' Medical Insurance Fund

- A. Employees who retire during the life of this Agreement and their spouse and dependents shall be entitled to participate in the group health and hospitalization coverage provided for active employees and continue their existing coverage at the group rate. Such coverage shall be available for the retired employee and their spouse and dependents until they reach age 65 or become eligible for Medicare. For employees who retire prior to January 1, 2019, the District shall pay 50% of such premiums and 50% of HSA seed money paid to active employees for those participating in the HSA program. For employees who retire on or after January 1, 2019, and elect HSA coverage, the District shall pay 50% of the HSA premium and 75% of HSA seed money paid to active employees. For employees who retire on or after January 1, 2019, and elect PPO coverage, the District shall contribute the value of 50% of the HSA premium toward the PPO coverage. For employees who retire on or after January 1, 2019, and elect HMO coverage, the District shall pay 50% of the HMO premium. Any employee who retired prior to January 1, 2019 may elect to be covered by the provisions of this Section applicable to employees who retire on or after January 1, 2019. For the purpose of this agreement, retired employees shall consist of employees who are eligible to retire under the provisions of Chapter 40 ILCS 5/4-101, et seq. This section shall not be construed to diminish or waive any right of a retiree, their spouse, or dependents to coverage and benefits at no cost or less cost, as such may be provided by state or federal law.
- B. In lieu of benefits described in Section 16.4.A. a retiree may elect to **irrevocably** withdraw from the District's health plan. In such case, the District will deposit monthly, based on 60% of the PPO premium, to a funded Health Reimbursement Account on behalf of the retiree. Prior to accepting a retiree's irrevocable withdrawal the District must in plain, clear, and unambiguous terms explain to the retiree that withdrawal from the insurance pool will result in the retiree's inability to re-join the insurance pool. The retiree will acknowledge such warning in writing.
- C. The District has a history of providing subsidized retiree healthcare for retired firefighters dating back to 1985. The Union has, and its members have, relied upon the District's ongoing representations it will make its best efforts to fund retiree healthcare in a sustainable manner.

Section 16.5 Notice of Retirement

Notice of Retirement given on or before December 31, 2021

If an employee gives at least six months' notice and uses no more than 96 hours of sick or family needs time during the last six months of employment, the employee can fund their retirement health insurance for the remainder of that calendar year through a pretax deduction from their sick pay at retirement. Thereafter, the employee is entitled to six additional months of retiree healthcare (equal to the HSA premium) at no cost to the retiree. If notice is given, but more than 96 hours of sick or family needs time is taken during the last six months of employment, the employee forfeits the benefit described above.

Notice of Retirement given after January 1, 2022

If an employee gives at least six months' notice to the District to retire between May 1st thru December 31st, and uses no more than 96 hours of sick or family needs time during the last six months of employment, the employee can fund their retirement health insurance for the remainder of that calendar year through a pretax deduction

from their sick pay at retirement. Thereafter, the employee is entitled to six additional months of retiree healthcare (equal to the HSA premium)_at no cost to the retiree. If notice is given, but more than 96 hours of sick or family needs time is taken during the last six months of employment, the employee forfeits the benefit described above.

Section 16.6 Vaccine Program

The Trustees agree to establish a hepatitis vaccine program at the District's expense. The program will be voluntary and will be available only to those firefighters who agree to sign a document holding harmless and indemnifying the District, the Trustees and its officers and employees.

ARTICLE 17 GENERAL PROVISIONS

Section 17.1 Paycheck Distribution

Payroll will be disbursed to employees every other Monday through direct deposit.

The District shall maintain time and pay records of employees. Upon arrangements made with the finance director, or designee, an employee shall have the right to review the employee's time and pay records, and the employee may obtain copies of the same upon request and at the employee's expense.

Section 17.2 Inspection of Personnel File

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

- A. Inspection shall occur during normal working hours, at a time mutually acceptable to the employee and the District. Upon request, an employee who has a written grievance on file who is inspecting their personnel file with respect to such grievance, may have a Union representative present during such inspection;
- B. Upon request, copies of materials in an employee's personnel file shall be provided to the employee at the employee's expense;
- C. Employees will be limited to reviewing their personnel files to four times a year;
- D. A representative of the District may be present when employees review their files.

Any evaluation of the employee's job performance shall be discussed with the employee, and the employee shall be given a copy of any written evaluation and shall sign the evaluation as recognition of having received it.

Any dispute relating to this Section may be processed only through Step 2 of the grievance procedure and may not be arbitrated. If such dispute thereafter remains unresolved, recourse may be sought through other forums.

Section 17.3 Union Bulletin Boards

The Employer agrees to furnish suitable space for bulletin boards in convenient places in each work area to be used only by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The Union shall not use such boards for posting abusive or inflammatory or partisan political material.

All material shall be signed and approved by the authorized representative of the Union prior to posting.

Section 17.4 Travel Allowance, Mileage Reimbursement

Fire District vehicles shall be used, or personal cars may be used, and if so, such use shall be compensated at the then current federal rate. Prior approval by a Chief Officer must be obtained for use of personal vehicles for transportation for training programs, seminars, conferences, and other District-approved functions.

Section 17.5 Clothing Allowance

- A. At the start of each calendar year, each employee shall receive an annual clothing allowance deposited in their account in the amount of \$700, which will be adjusted annually starting 1/1/2021, to reflect the percentage of wage increase reflected in Section 5.1. Each employee will have the ability to purchase any items listed for their appropriate rank/position, as well as for the specialty team for which they are currently active/valid and rostered according to the team leader. The purchase will be at the employee's discretion pursuant to the current established uniform protocol. Recommended changes to the uniform protocol may be recommended on an "as needed" basis by the Uniform Committee to the Fire Chief.
 - a. Employees may accrue up to an amount equal to two times the current year's clothing allowance and may spend up to the full amount of their accrued balance at any one time. Any amount greater than two times the current allowance will be lost at the beginning of each calendar year when the new year's clothing allowance is deposited. Should an employee's purchases exceed their accrued balance, the employee shall be responsible for payment of the excess.
 - b. Purchases using the employee's clothing allowance are to provide for the employees' uniform and equipment needs only.
- B. New employees shall be provided by the District, at its expense, a full set of structural firefighting gear and shall also receive their first two year's clothing allowance deposited in their online uniform account. At the beginning of an employee's third calendar year with the District, an amount equal to the current year's clothing allowance will be credited to their uniform account. The cost of any required dress uniforms for a new employee shall be paid by the District.
- C. Any and all turn-out gear, uniforms, and other specified apparel that are destroyed or damaged while in the course of one's duty shall be promptly turned into the administration for inspection. Replacement, if necessary, shall be at the District's expense. It is further understood that any personal items such as, but not limited to, eye-wear, shall also be promptly replaced at the District's expense, when damaged or destroyed in the course of duty. Uniforms, turn-out gear, and other specified apparel and personal items lost or damaged through negligence by an employee shall be the employee's responsibility to replace.

- D. A Chief Officer shall have the right to inspect uniform items and the reasonable right to direct an employee that a required item is no longer usable. Employees shall remove district identification from non-usable items. Non-usable and retired structural firefighting gear shall not be used for fire service activity. Upon separation from the District, the employee's in-service structural firefighting pants and coat will be returned to the District if less than five years old. Gear that is not of value to the District will be released to the employee. It is understood the employee's helmet is nostalgic to the employee and it is not required to be turned in to the District upon retirement.

- E. The parties agree that prior to the establishment of new uniform and personal protective equipment specifications, the Union shall be afforded reasonable notice of the District's plans and the opportunity for meaningful consultation with respect to the design and specifications of the new specifications. For any immediate wholesale change of uniforms, the district shall provide three sets of any such uniform. The district shall maintain the current language on summer apparel as of 1/1/07. To this end, the Union shall designate no more than three representatives to carry out these consultations. All such personal protective equipment shall conform to NFPA recommended standards.

Section 17.6 Full-Time Ranking

Full-time employees shall have authority over paid-on-call personnel, irrespective of the years of service or rank of the paid-on-call personnel, except for call-back situations (i.e. manning a position while an apparatus is on call), in which circumstances the District's existing standard operation procedure shall apply.

Section 17.7 Light Duty

Light duty assignments are recognition by management and the employee that the employee is not able to perform at full capacity at their normal work assignment. The Transitional Work Program is further described in Appendix K.

Section 17.8 New Apparatus and Equipment

The parties agree that prior to the purchase of new equipment or fire apparatus the Union shall be afforded reasonable notice of the District's plans and the opportunity for meaningful consultation with respect to the design and specifications of the new equipment or apparatus. To this end, the Union shall designate no more than three representatives to carry out these consultations. All such equipment or apparatus shall conform to NFPA recommended standards.

Section 17.9 Fire Station Manning

There shall be maintained a minimum of three (3) personnel on each in-service fire company and a minimum of two (2) EMT-P personnel on each in-service ambulance company and on each in-service ALS fire apparatus. There shall be a minimum of one in-service fire company per station. It is understood that a fire company may respond in limited service when personnel from that company are being utilized on prior emergency calls. Limited service would require dispatching an additional company(ies) on all alarms assigned to the company.

There will be one Engineer (or acting Engineer) and one Lieutenant (or acting Lieutenant) assigned on each shift for an in-service fire company (i.e. engine, truck, squad, rescue and specialty companies) (an ambulance is not an in-service fire company) who will serve in those capacities for the full shift.

Section 17.10 Shift and Station Assignments

A. Involuntary Shift Transfers.

Involuntary shift transfers of all employees, including acting engineers, will be accomplished by reverse seniority with appropriate consideration for balancing of specialty teams, which will also be done by reverse seniority. When training, experience or evaluation is used to justify a shift transfer of a more senior employee, the reason for using a consideration other than seniority will be immediately documented.

B. Emergency Transfers.

When the need arises for an emergency transfer due to long term illness, injury, extended leave or other situations for operational needs of the District, the District may transfer an employee(s) between shifts or stations. When an emergency transfer is contemplated the District shall post the opening in an attempt to find a qualified employee who will agree to change shifts or stations. If no employee volunteers, the District can assign the least senior employee in grade. Any previously approved leave will be granted even if the maximum allowed off for vacation or Kelly is already met. If it becomes necessary for an emergency transfer to occur more than once in a year, the District shall attempt to rotate who is moved so that an employee is not required to move between shifts or stations more than once in a 12-month period.

C. Reason for Transfer.

Employees who are transferred between shifts at any time shall be provided with a reason for the transfer. No employee shall be transferred between shifts or between stations for punitive or retaliatory purposes.

D. Shift and Station Bidding.

- a. All line personnel will be eligible to bid annually for shift and station assignments. The following procedure will be followed in the selection process:
 - i. The Fire Chief will determine the number, rank, and seniority positions, and qualifications needed for each shift and station. Vacancies will be filled according to the list published by the Fire Chief.
 - ii. Shift and station bidding will be based on master seniority for firefighters and time in rank for engineers and lieutenants.
 - iii. The selection period will open on November 5th, at 0800 hours and conclude when all members have selected their shift and station. The shift and station bidding list will be posted at fire station #1.
 - iv. There shall be 6 openings per station. In fire stations with a fire apparatus and an ambulance, the 6th position shall be the relief position. In fire stations with only a fire apparatus, the 4th, 5th and 6th positions shall be relief positions. There shall be only one (1) relief Lieutenant or one (1) relief Engineer permitted at a station.

- v. The Fire Chief (or designee) shall contact personnel in their order of seniority per paragraph 2 of this section, starting with the most senior lieutenant to choose their shift and station assignment for the following year. The Fire Chief (or designee) shall present an updated shift and station assignment list when requested prior to a member selecting their shift and station assignment.
- vi. At the end of the selection period the Fire Chief shall compile a list of all personnel and their assigned shifts and stations for the following year. Rotation of personnel to their new shifts and stations shall begin January 1st and be completed by January 31st.
- vii. Station assignments may be modified by the Fire Chief to accommodate a reasonable mentoring program and orientation of newly promoted and newly hired personnel. Personnel assigned to a 3-man station shall not be moved for more than four months to accommodate evaluation of a probationary firefighter.

This shift and station selection policy must provide, in the opinion of the Fire Chief, the level of qualification and experience necessary to properly staff all stations. If in the opinion of the Fire Chief for a bona fide reason, a shift or station selection will create a staffing or operational issue that the Fire Chief feels will be unsatisfactory, the Union and the Fire Chief shall meet to attempt to resolve the issue. If the difference between the Fire Chief and the Union on this issue is not resolved, the decision of the Fire Chief is final. If shift and station assignments by seniority does not satisfy the objective of efficient teamwork and safe operations at emergencies, the Fire Chief has the right to make station assignments in accordance with this agreement.

E. Apparatus Assignments:

- a. Assignment to fire suppression companies will be made using the following process.
- b. The senior assigned lieutenant will make apparatus assignments for personnel assigned to the station. Riding assignments will be made daily.
- c. The senior officer will assure that personnel assigned to the station (both senior and relief) are proficient in the operation and location of all equipment assigned to the station. This will require that an appropriate amount of time is spent in training and evaluating personnel in the various assignments.
- d. Chief Officers reserve the right to change apparatus assignments for the purpose of training, evaluation, and experience of personnel.
- e. The assigned station relief lieutenant will make apparatus assignments in the absence of the senior Lieutenant.
- f. Personnel assigned to a station on overtime, regardless of rank, and seniority will take assignments made by the normally assigned senior or relief officers from that station.
- g. Senior personnel assigned to suppression apparatus will maintain their paramedic skills through involvement in patient care on all EMS calls.

The senior lieutenant will work to keep consistency with their crew by establishing a system for daily riding assignments. Performance of all personnel assigned to a station will be the responsibility of the senior lieutenant. To assure that personnel are proficient in all skills that they may be assigned, it is highly recommended that assignments are made to give exposure to EMS/ambulance along with specialty areas such as engine and truck work. It is essential that new firefighters are rotated into suppression apparatus so that adequate evaluation and experience can be obtained.

F. New Employee Definition.

An employee will not be classified as a "new employee" any longer than eighteen (18) months after their first date of work. Meaning the Employer may bar two "new employees" from working on the same apparatus during the employees' first eighteen (18) months of employment. Otherwise generally, shift and apparatus assignments will be made pursuant to seniority (with proper consideration being made for balancing of training, experience, and evaluation). When training, experience, or evaluation is being used to satisfy shift apparatus staffing, and/or floating out of a more senior employee, the reason for using a consideration other than seniority will be immediately documented. In no way does this provision supersede, supplement, or extend the twelve (12) month probationary period.

G. Daily Staffing Guideline

a. Prior to any grievances being filed in reference to Section 17.10 G, the Union and District will meet to discuss a possible resolution of any operations concerns.

b. Floating of Personnel

- i. It is agreed that Firefighters will float prior to any relief Engineer or Lieutenant regardless of overall seniority.
- ii. It is agreed that when an engineer/lieutenant vacancy at a station requires relief personnel to float in, the most senior relief engineer or lieutenant will float to the open spot.
- iii. BC's will consider "home" station first when floating relief personnel.
- iv. Firefighters will be relief by reverse seniority.
- v. When shift trades are made, the person working the trade assumes all roles and responsibilities (i.e. rank, station assignment, and seniority) of the person they have traded with.
- vi. Personnel who are working overtime will be utilized as operationally needed at the Battalion Chiefs discretion.
- vii. The District's best efforts will be made to minimize floating of an employee in a 24-hour shift.

c. Long Term Openings

When an opening at a Station occurs for 5 or more shift days, regardless of reason, it will be considered a long term opening and the most senior Lieutenant of Engineer will float in to fill that opening for the duration of the vacancy.

d. Setting Staffing

- i. The Shift Battalion Chiefs (or their designee) will have staffing adjustments done the shift day prior as has been common practice. If any changes occur over the next 36 hours (by 1900 hours the night before the shift is to begin) the Shift Battalion Chief is responsible to adjust staffing as needed to appropriately follow the CBA and the above rules. It is agreed that at 1900 hours the night before the shift is to begin, staffing for the oncoming shift is finalized, and if changes occur in the next 12 hours, the Shift Battalion Chief will not be required to move multiple personnel to adjust the manpower unless operationally required. Sick call vacancies will be filled regardless of station assignments unless overtime adjustments are needed (i.e. Actors will be moved back to their original stations if overtime is required to fill the spot previously filled by the actor).
- ii. When staffing is at thirty (30), the District has the ability to place a Utility vehicle, staffed by two members, or an additional ambulance, staffed in accordance with Section 17.9, in service.
 - The Shift Battalion Chief will make Utility vehicle assignments only for the duration of one shift where manpower is at thirty (30). Individuals shall not be given permanent assignments to the Utility vehicle.
 - At least one of the individuals assigned to staff the Utility vehicle shall at a minimum be a Lieutenant or Acting Lieutenant. The other individual assigned to the Utility vehicle will be assigned to the driver position and shall receive Ambulance Driver pay as defined in Section 6.1 (b).
 - In the event there is not an eligible Lieutenant or Acting Lieutenant available to staff the Utility vehicle, the District shall be under no obligation to hire back to staff the Utility vehicle. However, the Shift Battalion Chief (or their designee) may at their discretion elect to:
 - Select a member who they deem qualified from the shift and assign them to the Officer position on the Utility vehicle.
 - Forgo staffing the Utility vehicle for the day.
 - An individual below the rank of Lieutenant assigned to the Officer position on the Utility vehicle shall receive Acting Company Officer pay as defined in section 19.2.
- iii. When staffing is at thirty-one (31) or greater, the District has the ability to assign personnel as operationally needed.

Section 17.11 Joint Study Committee

The District and the Union agree to establish a joint committee to study the advisability of including the rank of Captain within the bargaining unit in the event that the District decides to establish such a rank. The Committee shall consist of two members appointed by the District and two members appointed by the Union. The Committee shall meet from time to time at the mutual convenience of the members and shall consider appropriate information relating to its study.

The Committee shall issue a report to the Commissioners as to its findings and its recommendations within a reasonable time and the Commissioners agree to afford the report and recommendations fair consideration.

Section 17.12 Bargaining Unit Work

Only employees in the bargaining unit may perform bargaining unit work.

ARTICLE 18 PARAMEDIC STAFFING AND DECERTIFICATION

Employees who are required to maintain their certification as Paramedics and who have completed ten years of service have the right to be relieved of the requirement if they choose to do so. Such option may be exercised if there are a sufficient number of employees certified as Paramedics in the bargaining unit to staff the ambulances maintained in service by the District. At any one time, there shall be no more than 12 decertified paramedics to the EMT-B rank and will be balanced across all three shifts (4 per shift).

Where the number of certified Paramedics employed within the bargaining unit exceeds the required number, the following procedure shall apply:

- A. Employees shall notify the Fire Chief in writing of their desire to decertify and assume inactive status.
- B. If the number of employees who request to decertify and assume inactive status would result in the number of Paramedics dropping below the number required to staff the ambulances and ALS apparatus normally in service, preference shall be given to employees who have the greatest period of service as a Paramedic in the District. Paramedics who assume inactive status shall not be eligible to receive Paramedic pay provided under Article 6, Section 6.1. Any paramedic who exercises their option to decertify under this Article must maintain at all times thereafter an EMT-B certification.

ARTICLE 19 ACTING IN HIGHER RANK

Section 19.1 Company Officers Filling in For Battalion Chief

When a Shift Battalion Chief is off duty, an employee of the next lower rank and from the same shift may be assigned to the higher rank in an acting capacity. The Acting Battalion Chief will be used at the discretion of the Fire Chief with notice to the Union and personnel utilizing Telestaff. Acting Battalion Chiefs shall receive \$5.00 per hour above their hourly rate. A rotational list shall be maintained for each shift consisting of all employees in the next lower rank who are on the current Battalion Chief's eligibility list with a passing score of 70% or better. In the absence of a current list, all employees in the next lower rank who meet the pre-qualifiers for the rank are eligible to act as a Battalion Chief for a maximum of one year pending ratification of this contract. Employees shall be selected by time in rank from the same shift.

Section 19.2 Officer and Engineer Replacements

Employees filling in for and acting as Lieutenants shall receive \$4.00 per hour above their hourly rate. Firefighters filling in for and acting as Engineers shall receive \$2.50 per hour above their hourly rate.

Section 19.3 Use of Acting Lieutenants

Acting Lieutenants may be used in a manner consistent with the terms of Appendix L of the Agreement to cover Lieutenant absence caused by mandatory classes or drills which exceed 12 hours.

The Fire Chief at their discretion may deviate no more than 4 times per year (24-hour shifts). Generally, such deviations would be made for training, staffing or retreat for all Lieutenants.

When there are an excessive amount of members on Duty Injury (6 total on DI, or 2 per shift), the District can utilize a variance (reduce the minimum number of Lieutenants to 3) up to once per month.

Firefighters and Engineers, who are qualified, may fill in for and act as Lieutenants. Those on the current established Board of Commissioners' Lieutenant Eligibility roster, who passed the Lieutenant's examination, shall be deemed qualified. A list of such employees shall be maintained for each shift. When an acting lieutenant is needed, the offer to act shall be rotated among the qualified employees on the list.

Section 19.4 Use of Acting Engineers

Acting engineers may be used in a manner consistent with the terms of Appendix L of the Agreement to cover engineer absences except time to cover Engineer absence caused by mandatory classes or drills which exceeds 12 hours.

The Fire Chief at their discretion may deviate no more than 4 times per year (24-hour shifts). Generally, such deviations would be made for training, staffing or retreat for all Engineers.

When there are an excessive amount of members on Duty Injury (6 total on DI, or 2 per shift), the District can utilize a variance (reduce the minimum number of Engineers to 3) up to once per month.

Only firefighters who are qualified may fill in for and act as engineers. When an acting engineer is needed the Battalion Chief shall assign a firefighter from the Board of Commissioners' list of those who passed the Engineer examination. Assignments shall be made on a rotational basis by shift. If no qualified firefighter is available on shift to be an acting engineer, an engineer will be called in on an overtime basis.

ARTICLE 20 NUMBER OF LIEUTENANTS - PROMOTIONS, LIEUTENANTS AND ENGINEERS AND PROMOTIONS OF COMPANY OFFICERS

Section 20.1.A. Number of Company Officers, Engineers, Firefighters

The grievance regarding vacancies in the rank of Lieutenant and dated August 24, 2004 is resolved.

It is understood that 3 Lieutenants will be promoted off of the current eligibility list, and up to 3 day/division positions may be offered to voluntary Company Officer applicants for staff assignments. Choice of applicants is left to the discretion of the Fire Chief based on criteria of the position. If no Company Officers volunteer, the three newly promoted Lieutenants will be assigned to days. The aggregate minimum number of shift company officers remains 24 and minimum number of Day Lieutenants remains 3. The District will continue the practice of replacing Day Lieutenants as they are promoted, retire, or go back to shift.

The District shall maintain a minimum of 18 Officers and 6 relief Officers, Captains and/or Lieutenants. The Fire Chief shall determine the number of officers assigned to each Fire Station.

The District shall maintain a minimum of 18 Engineers and 6 relief Engineers. The Fire Chief shall determine the number of Engineers assigned to each Fire Station.

On the date a Lieutenant or Engineer is awarded a duty disability pension, they will no longer be counted towards the aggregate number of Lieutenants or Engineers as defined in this section. As a result, a vacancy will be created and the next Lieutenant or Engineer on their respective promotional list will be promoted on that date.

The District shall maintain a minimum of 48 Firefighters. The Fire Chief shall determine the number firefighters assigned to each Fire Station.

The District acknowledges that its current practice is to staff at 28 and will maintain that level.

The District will back fill to 28 even if staff is reduced below 28 due to sick calls within 48 hours of shift.

Upon the Employer learning less than 28 total personnel, or the requisite number of Lieutenants, Engineers, Paramedics or other positions with minimum staffing controlled by this Agreement, will be working on any given shift (or portion thereof), the Employer will notify the Union's designee for purpose of having the Union satisfy required staffing.

When a staffing emergency occurs outside the normal operations, (such as a pandemic or disaster, both natural or man-made) or something that could not have been predicted, the Union and District will meet to evaluate staffing, ensure the safety of our members, and sustain continuous operations of the District both practically and financially. The parties will bargain over any changes before they are implemented.

Section 20.1.B. Promotions - Battalion Chiefs, Captains (if created), Lieutenants and Engineers

Vacancies in the ranks of Battalion Chiefs, Captain, (if created), and Lieutenant and Engineer shall normally be filled by appointing an eligible candidate from the current promotional register. For the purposes of this Section, a promotional vacancy shall be deemed to exist when an incumbent Battalion Chief, Captain, Lieutenant or Engineer has vacated the position for reasons as described in the Fire Department Promotional Act (50 ILCS 742) effective August 4, 2003, hereinafter referred to as the Promotions Act.

The District and/or the Board of Fire Commissioners will provide the Union with written notice at least two weeks (unless this agreement, rule, or law requires a longer period of time) prior to taking any action regarding promotions (including, but not limited to, the selection of assessors).

Section 20.1.C Promotions General

Promotions to the ranks of Battalion Chief, Lieutenant, and Engineer shall be conducted in accordance with the provisions of the Promotions Act. Except as modified by the terms of this Agreement, the procedures for promotions shall be made in accordance with the provisions of the Promotions Act. The final eligibility lists shall be posted for 3 years. Promotions will be in rank order from top down on basis of their test scores of 70% or above.

Section 20.1.D Eligibility

Engineers Exam Eligibility

Pre-qualifiers to the rank of Engineer

(by the last day of application submission date):

- Completion of 4 years w the Orland Fire Protection District (and)
- F.A.E. State Certification by the Office of the State Fire Marshal – Illinois (and)
- State of Illinois Class B – Non CDL D.L. or equivalent (and)
- Office of the State Fire Marshal Advanced Technical Firefighter or Firefighter III

Lieutenants Exam Eligibility

Pre-qualifiers to the rank of Lieutenant

(by the last day of application submission date):

- Completion of 4 years with the Orland Fire Protection District (and)
- A rank of Engineer or placement on the current Engineer's Eligibility Roster with a score of 70% or better
- 15 hours of college credit (and)

OSFM Fire Officer I certification or current Company Fire Officer certification

Battalion Chief Exam Eligibility

Pre-qualifiers to the rank of Battalion Chief

(by the last day of application submission date):

- Bachelors Degree (or greater) (and)
- OSFM Fire Officer II certification or current Advanced Fire Officer certification
- Completion of 4 years as Lieutenant with the Orland Fire Protection District.

Section 20.1.E Components and scoring

Components and Scoring – Engineers:

Engineer Exam

1. Study materials shall not exceed 400 total pages or reading material.
2. Passing of examination administered by the Fire Commission.

The examination shall be in three parts:

- Written test which shall count for 25% of the final grade and shall consist of 50-100 questions which shall test pump theory, apparatus knowledge and hydraulics.
- Practical test which shall count for 65% of the final grade and shall consist of 10 different problems covering pump operations – Field test, driving skills and maintenance.
- Seniority points which shall count for 10% of the final grade and shall be awarded as such: 4 points per year (1/3 point per month) of full-time service with the Orland Fire Protection District, maximum of 100 points (25 years of service).

The components of the test will be scored and posted in order below with each component score posted prior to the next component. All raw scores shall be multiplied by the weighting factor listed. Should any subjective area not be done, the weighting for the removed area(s) will be assigned to the written exam weight.

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 the candidates on the promotional lists shall be based on the points achieved by each candidate on promotion examinations consisting of the following six (6) components, weighted as described below.

For Lieutenant & Battalion Chief Promotional Exams ---

Order of Posting	Component		Weight Factor	Points Available
Subjective Evaluation				40
	Administrative Review	<u>0-100 points</u>	0.08	
	Commissioners	<u>0-100 points</u> <u>Structured oral interview and file review</u>	0.08	
	Assessment Center	<u>300 points</u> Process 10-100 pts. Process 20-100 pts. Process 30-100 pts.	0.08 0.08 0.08	
		<u>*(additional sections added/deleted adjust weights evenly)</u>		
	Seniority	<u>0-100 points</u> 4 pts. Per year (1/3 pt. per month) of full time service 4 pt/year .333 per month (max 25 years)	.10	10
Ascertained Merit		<u>0-75 points</u>	0.1	7.5
	Category 1	Any Illinois State Fire Marshal/IDPH Certifications (up to 50 pts.)		
		Certifications (2.5 each)		
	Category 2	Highest Applicable Formal Education: up to 25 pts. Lieutenant's Exam: ASSOCIATES (10 pts.) BACHELOR (20 pts.) MASTERS (25 pts.)		
Written Exam		<u>0-100 points</u>	.425	42.5
Total				100

Preference Points for Lieutenants Exam

One (1) additional preference point will be awarded to Engineers. This point shall be added to the candidate's final score prior to the application of any military points as required by statute.

The assessment center process may include, but not be limited to: Problem employee exercise, tactical evaluation, writing exercise, group problem solving and leaderless group exercise. The items included in the assessment center process shall be identified at least ninety (90) days prior to the exam at the time the exam notice is posted.

All candidates shall be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test.

The testing process shall be conducted by a recognized independent third party or agency. Evaluators and developers who work or have worked for the Orland Fire Protection District shall be excluded from participating (evaluating) in the testing process. The OFPD and the Union shall each have the right to appoint two monitors each to be involved in all aspects of the promotional process to the fullest extent provided for in § 25 of the Promotion Act.

Maintaining the integrity of the promotional process is absolutely essential. Prior to the completion of the entire promotional process, neither the OFPD, nor its supervisory officers, nor its agents, shall be involved in the preparation or selection of questions that are to be used in the written exam, provided, however, that the Board of Fire Commissioners and Fire Chief may examine sample written questions under the terms and conditions provided for in § 35(c) of the Promotion Act.

The OFPD shall not make use of the results of any annual performance evaluation in connection with any component of a promotional process unless performance evaluations have been uniformly conducted for TWO consecutive years immediately preceding the year in which applications for the promotional process are accepted.

The administrative review points shall be based upon job-related merit criteria uniformly applied to all applicants. The criteria shall be disclosed to the candidates at least 90 days prior to the awarding of the points.

Where two or more candidates have identical scores after all the components of the testing process are complete and the preliminary eligibility list is posted, the candidate with the greatest seniority as defined in Section 8.1, will be granted the higher rank on the list.

Written Exam Review -Candidates may review the written test results with the testing agency that provided the written exam as allowed by the Act. The District will schedule the review following the posting of the initial eligibility list to be conducted prior to the posting of the final eligibility list. The final list will be posted within 20 days of initial list. This coincides with the time frame where candidates may submit military preference points.

Section 20.2 Temporary Promotional Appointments to the Ranks of Battalion Chief, Lieutenant or Engineer

Temporary promotional appointments may be utilized by the District for a maximum period of 180 days pending the filling of a promotional vacancy by regular appointment from the promotional register or to fill temporary vacancies created by extended leaves (i.e., in excess of twenty (20) shift days) granted to employees by the District.

Where a temporary promotional appointment is appropriate, no employee shall serve in such an appointment for a period longer than sixty (60) calendar days unless otherwise agreed by the parties.

Employees receiving a temporary promotional appointment shall be compensated in accordance with the starting pay for the vacated rank or position.

Section 20.3 Working Out of Rank

No employee shall be required or volunteer to work out of rank when a promotional vacancy exists unless no promotional list exists. When the regularly assigned ranking officer is temporarily and unexpectedly absent (e.g., illness, personal day, etc.), an employee in the next lower rank may be assigned to the higher rank in an acting capacity, as provided by Article 19.

ARTICLE 21 FITNESS PROGRAM

Section 21.1 Fitness Program

The fitness program set forth in the District's Operations Manual and currently in effect shall continue unless a change is agreed upon by majority determination of a six (6) member fitness review committee, three (3) of whom shall be designated by the District and three (3) of whom shall be designated by the Union.

Section 21.2 Physical Examinations

Each employee shall be required to take an annual physical exam to determine their fitness for duty and their ability to wear and use a self-contained breathing apparatus. The medical physical shall be administered in accordance with mutually agreed upon standards using the most current NFPA 1582 as a guide. The physical exam will also include the following:

- Stress Tests (following NFPA 1582 as a guide) completed annually
- PSA at 40 years old
- HIV upon request of employee

. Such physicals shall be administered under the supervision of the District's Physician.

- A. Costs for the annual physical including additional required tests as a result of the exam will be covered by the Fire District.

- B. All Medical records shall remain confidential. Following the physical, the Fire Chief and employee shall receive a letter stating the employee is "fit for duty" or "not fit for duty" and that they are "able to wear and use a self-contained breathing apparatus" or not able to wear a self-contained breathing apparatus.
- C. Should an employee be determined not fit for duty as a direct result of the department physical described herein due to an illness or disease that is not job related, they will have the option of up to a 30-calendar day period of restricted light duty. At the end of the 30 calendar days, if the employee is not cleared for full duty, the employee will then be required to utilize accrued sick time or any other remedies that may be available to them.
- D. Employees will not be subject to disciplinary action for matters related to the physical exam.
- E. Employees found unfit for duty due to a job-related injury or illness will be covered protected under state and federal law.
- F. In February of each year, the Fitness Committee will review the current standards to see if any changes need to be made.
- G. Employees will receive no less than 6 months' notice prior to any changes in fitness standards being implemented.

ARTICLE 22 DRUGS AND ALCOHOL

Section 22.1 General Policy Regarding Drugs and Alcohol

A. Statement

The use of illegal drugs and the abuse of legal drugs and alcohol abuse by members of the Orland Fire Protection District present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the District's employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol abuse.

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

Section 22.2 Definitions

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

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

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

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

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

Section 22.3 Prohibitions

Firefighters shall be prohibited from:

- A. Consuming or possessing alcohol or illegal drugs at any time during the work day on any of the Employer’s premises or job sites, including all of the Employer’s buildings, properties, vehicles and the employee’s personal vehicle while engaged in the business of the Employer.
- B. Using, selling, purchasing, manufacturing or delivering any illegal drug during the work day or when off duty.
- C. Being under the influence of alcohol during the course of the work day.
- D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking. Violations of these prohibitions will result in disciplinary action up to and including discharge.

Section 22.4 Administration of Tests

A. Informing Employees Regarding Drug Policy

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

B. When a Test May be Compelled

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

C. Reasonable Suspicion Standard

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

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

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

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

It is further understood that there shall be no across-the-board or random drug testing of employees except as provided by Section 22.10 or as is otherwise expressly agreed by the parties.

D. Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee with a written notice of the order setting forth all of the objective facts and reasonable inferences drawn from those facts which formed the basis of the order to test. The employee shall be permitted to consult with a representative of the employee at the time the order is given. The employee shall be given a maximum of 30 minutes to consult with a representative before testing commences. No questioning of the employee shall be conducted that is not consistent with the "Firemen's Disciplinary Act." A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

Section 22.5 Conducts of Tests and Drug Testing Standards

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

Section 22.6 Voluntary Request for Assistance

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

Section 22.7 Duty Assignment

If the nature of the EAP or treatment program (e.g., outpatient treatment) allows the employee to continue to work during the treatment, the Employer shall maintain the individual's previous employment status with the exception of possible reassignment as set forth in Section 6 above. If an employee participates in an in-patient program which precludes continued employment, the employee shall be granted a leave to do so. Such leave, including sick leave, vacation time and/or unpaid leave, may not exceed one (1) year. At the end of the leave, the employee shall be returned to their former position with no loss of seniority or accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of their treatment leave.

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

Section 22.8 Confidentiality of Test Results

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

Section 22.9 Alcohol Test Standards

A positive test result shall presume an employee to be legally impaired as defined as .02 or more grams of alcohol per 100 ml of blood (as measured by a Breathalyzer or a urine test).

Section 22.10 Discipline

All disciplines in situations involving a positive drug/alcohol test shall be administered as specified below:

First Positive. In the first instance that an employee tests positive on the confirmatory tests for drugs or is found to be under the influence of alcohol, the employee may be subject to a suspension not to exceed five (5) calendar days. The foregoing limit on suspension is conditioned upon the employee's agreeing to:

- A. Undergo appropriate treatment as determined by the physician(s) involved;
- B. Discontinue use of illegal drugs or abuse of alcohol;
- C. Complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- D. Submit to random testing during working hours during the period of "after-care" treatment. 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. Such evidence shall not be deemed to be conclusive, nor shall it preclude the introduction of other evidence on the issue of impairment.

Second Positive. Employees who are impaired due to drugs or alcohol during their working hours on two occasions shall be discharged, and the penalty shall not be subject to the grievance procedure and neither an arbitrator nor the Orland Fire Commission shall have the authority to review or modify the penalty. An employee who tests positive for the presence of drugs or alcohol during their hours of work on two occasions but, nevertheless, are not impaired, may be suspended for an additional thirty (30) calendar days but only if the employee agrees to continue treatment and to the other conditions of such suspension as specified above.

Third Positive. Employees who test positive a third time but who are not impaired shall be discharged. The penalty shall not be subject to the grievance procedure and neither an arbitrator nor the Orland Fire Commission shall have the authority to review or modify the penalty.

ARTICLE 23 RESIDENCY & SECONDARY EMPLOYMENT

- A. Employees covered by this Agreement shall reside within sixty-five (65) miles beyond the District's boundaries.
- B. Employees may engage in other employment outside of their regular duty hours providing that he files a notice of secondary employment with the Fire Chief or their designee. Employees must recognize that their primary duty and responsibility is to the Orland Fire Protection District, and that:
- a. The employee's secondary employment shall not interfere with their effectiveness as a district employee.
 - b. The employee's secondary employment shall not interfere with their response to emergency calls.
 - c. District property shall not be used by the employee for outside employment.

ARTICLE 24 ENTIRE AGREEMENT

The parties each voluntarily and unqualifiably waive any rights which might otherwise exist under the law to negotiate over any matter during the term of this agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this agreement with respect to any matter even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

ARTICLE 25 PART-TIME EMPLOYMENT

7(g) Work Assignments

The District recognizes that there is a need for employees to perform work outside the job description of Firefighter/Paramedic, Engineer, or Lieutenant. The District agrees to offer additional work as part-time positions to full-time Firefighters, Engineers, and Lieutenants in accordance with this Article. Employees who participate in this program must sign the agreement for 7(g) participation.

7(g) Hours and Positions

The Fire Chief, at their discretion, shall set the hours of work, the number of days a week, and the number of people that may participate in the 7(g) program. The 7(g) program will include, but not be limited to the following programs:

- Fire Prevention Bureau
- Training Bureau
- EMS Bureau
- Information Technology Bureau
- Maintenance Bureau

Job Openings

When selecting an individual for a 7(g) position, the Fire Chief will post a notice of the vacancy in the fire stations for a period of 14 days, during such time any qualified bargaining unit employee may apply. The Fire Chief shall use the following criteria, in no particular order, for determining who may participate and their pay classification: seniority, qualifications, current and previous experience in the program, and work history. If a bargaining unit employee is not qualified or available for the position then the Fire Chief has the right to solicit outside the bargaining unit for employees. The Fire Chief has the final decision to determine who to select for the position and may remove an employee from this position when he may deem necessary. No employee will be involuntarily assigned to the 7(g) program. Employees may be assigned to perform in a position covered by the 7(g) program as a light duty or return to work assignment and will receive their full-time pay rates during that assignment.

Work performed in the 7(g) program will be compensated at time and one half rate according to the table below. If an employee is working under this agreement and is then required to revert back to their role as Firefighter/Paramedic, Engineer, or Lieutenant due to emergency or other requirements, the employee will be compensated according to the pay scale for that respective employee as outlined in section 7.2 of this agreement. Participants who have already scheduled a 7(g) commitment shall not be eligible for fill-in or call-back overtime unless specifically authorized by a Chief Officer.

The pay rates for the 7(g) program shall be as follows.

Classification	2020	2021	2022	2023
Level I	\$48.43	\$49.64	\$50.88	\$52.15
Level II	\$32.28	\$33.09	\$33.91	\$34.76
Level III	\$24.91	\$25.53	\$26.17	\$26.53

Annual increases shall commensurate with across the board pay increases in Section 5.1 of this agreement.

Examples of 7(g) work

The table below illustrates examples of work that would be included in the 7(g) program. These are examples only. Projects and work that is not covered in the table may be added by the Fire Chief with notification to the bargaining unit.

Bureau	Examples of Work	Level Classification
Training	Program Manager, Curriculum Development, Lead Instructor	Level I
Training	Training Instructor, Tower Stoker	Level II
Training	Clerical Work, Class Prep	Level III
EMS	Program Manager, Curriculum Development, Lead Instructor	Level I
EMS	EMS Instructor, QA	Level II
EMS	Resource Management, Research	Level III
Fire Prevention	Program Manager, Supervisor	Level I
Fire Prevention	Plan Review, Inspections, Record Keeping	Level II
Fire Prevention	Clerical Work, Resource Management	Level II
Information Technology	Program Administration, Emergency Call-outs, Project Management	Level I
Information Technology	Software Updates, Data Entry	Level II
Information Technology	Clerical Work, Resource Management	Level III
Maintenance	Building or Equipment Maintenance	Level II

ARTICLE 26 SAVINGS CLAUSE

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

ARTICLE 27 GRIEVANCE PROCEDURE

Section 27.1 Definition

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Section 27.2 Procedure, Steps and Time Limits

Step 1: The Employee, with or without a Union representative (or the Union Steward alone in the case of a Union grievance), shall take up the grievance or dispute in writing with the Fire Chief or their designee within ten (10) business days of its occurrence; if at that time the Employee or Union Steward is unaware of the grievance, the Employee or Union Steward shall take it up within ten (10) business days of their knowledge of its occurrence. The Fire Chief or their designee shall then attempt to adjust the matter and shall respond to the Employee and the Union Steward within ten (10) business days.

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

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

Step 3: If the grievance remains unresolved after the reply of the board or its designee is due, either party may within fifteen (15) business days by written notice to the other party, invoke arbitration.

Section 27.3 Arbitration

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) business days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their Grievance Arbitration Panel, who are members of the National Academy of Arbitrators and have a business office in Illinois.

Both the Employer and the Union shall have the right to strike three (3) names. The party who shall strike first shall be determined by a coin flip. The parties shall alternately strike names until there is only one remaining name who shall be the arbitrator. This person shall be notified by the FMCS of their selection and requested to schedule a mutually agreeable date for the commencement of the arbitration hearing(s).

Section 27.4 Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing their decision to the Employer and to the Union within thirty (30) days following the close of the hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this agreement to the facts of the grievance presented. Subject to the arbitrator's compliance with provisions of this Section, the decision of the arbitrator shall be final and binding.

Section 27.5 Expenses of Arbitration

The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

Section 27.6 Processing and Time Limits

The time limits set forth in this Article may be extended by mutual written consent of the parties. The term "Business Days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and Holidays.

ARTICLE 28 VEBA

Details on design and implementation of a plan to be subject to agreement between the parties' subject to the following: VEBA shall be funded through employee contributions such as holiday pay, sick days, vacation days or through payroll deduction.

Administration of the VEBA plan shall be done by a third party which shall be selected by a committee of 1 representative from the District and 4 from the Union.

Beginning in 2008, the employee may elect to contribute accrued sick time toward VEBA contributions (approved by the VEBA Board) to a maximum of 2.0% of base and incentive pay. Probationary firefighters will be exempt from contributions during their probation period.

ARTICLE 29 DURATION AND TERMINATION

Section 29.1 Duration and Notice

This agreement and each of its provisions shall be effective January 1, 2021 unless provided otherwise in this agreement and shall continue in full force and effect until December 31, 2023 and thereafter unless either party shall notify the other in writing 150 days prior to the anniversary date of this Contract, that it desires to modify and/or amend this agreement.

Section 29.2 Negotiations

Negotiations shall commence thirty (30) days later and shall continue for a period of forty-five (45) days. The parties may extend the negotiations period by mutual written consent.

Section 29.3 Impasse Resolution

In the event that disputed items cannot be resolved during the negotiations period, all disputed items shall be referred to a three-person arbitration board, as procedurally provided and/or permitted by the Illinois Public Labor Relations Act.

Section 29.4 Ratification and Enactment


- A. If the parties reach a complete agreement as to the items for negotiations at the end of the negotiating period (Section 29.2), the following procedure shall apply:
 - a. The Agreement will first be presented to the Union membership with the Union's Executive Board's recommendation for ratification.
 - b. Within ten (10) days after ratification by the Union membership, the Agreement shall be submitted to the Trustees of the District legislative body, with the President and Fire Chief's recommendation for ratification and concurrent Board of Trustees' adoption. The Employer and the Union shall cooperate to secure this legislative approval.
 - c. In the event the District's Board of Trustees should reject the recommended agreement, the parties shall meet again within five (5) days of the vote to discuss the reasons for rejection and to determine whether any modifications can be added to deal with the reasons for the rejection; but either party may thereafter invoke arbitration in accordance with Section 29.3 of this Article.
- B. The Employer agrees to adopt the agreement, negotiated or arbitrated, pursuant to its legislative authority. Such action by the Board shall commit the Board to enact no subsequent ordinance, executive order or rules or regulations having the force and effect of law which would impair the binding effect or make unenforceable the terms of this agreement.

Section 29.5 Execution


Approved for the Orland Professional Firefighters Local 2754, I.A.F.F., A.F.L.-C.I.O. this 9th, day of August, 2021, as attested to by the signatures affixed hereto:



President



Vice President




Secretary

Approved by the Board of Trustees of the Orland Fire Protection District in a properly noticed open meeting assembled on this 24th, day of Aug., 2021, as attested to by the signatures affixed hereto:



President



Secretary

APPENDIX A - FIREFIGHTER BASE PAY SCHEDULE

	2020	2021	2022	2023
Class 6 0-12 months	\$62,742	\$64,311	\$65,919	\$67,567
Class 5 12-24 months	\$81,439	\$83,475	\$85,562	\$87,701
Class 4 24-36 months	\$85,895	\$88,042	\$90,243	\$92,499
Class 3 36-48 months	\$91,493	\$93,780	\$96,125	\$98,528
Class 2 48-60 months	\$94,835	\$97,206	\$99,636	\$102,127
Class 1 60+ months	\$99,296	\$101,778	\$104,322	\$106,930

APPENDIX B - ENGINEER BASE PAY SCHEDULE

	2020	2021	2022	2023
Class 5 0-12 months	\$103,022	\$105,598	\$108,238	\$110,944
Class 4 12-24 months	\$103,759	\$106,353	\$109,012	\$111,737
Class 3 24-36 months	\$104,495	\$107,107	\$109,785	\$112,530
Class 2 36-48 months	\$105,232	\$107,863	\$110,560	\$113,324
Class 1 48-60 months	\$105,969	\$108,618	\$111,333	\$114,116

APPENDIX C - LIEUTENANT BASE PAY SCHEDULE

	2020	2021	2022	2023
Class 5 0-12 months	\$109,396	\$112,131	\$114,934	\$117,807
Class 4 12-24 months	\$111,230	\$114,011	\$116,861	\$119,783
Class 3 24-36 months	\$113,073	\$115,900	\$118,798	\$121,768
Class 2 36-48 months	\$114,918	\$117,791	\$120,736	\$123,754
Class 1 48-60 months	\$116,760	\$119,679	\$122,671	\$125,738

APPENDIX D - AUTHORIZATION FOR CHECK-OFF OF UNION DUES

I hereby authorize the Orland Fire Protection District to deduct from my earnings, authorized Union deductions, in the amount certified by the Treasurer of Local 2754, International Association of Fire Fighters, AFL-CIO, subject to the provisions of ARTICLE 3, Section 3.1 -3.5, and further authorize the remittance of such amount(s) to said Local Union in accordance with the currently effective Agreement between the District and said Local Union. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with the authorization and, further and separately, relieve the District, the Union, and all their Officers, representatives or agents from liability therefore.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

APPENDIX E - LETTER OF UNDERSTANDING

The parties agree that the previous letter of understanding (effective date 10-24-90) regarding use of P.O.C. employees shall be of no further force and effect.

For the Union: _____

Title: President

Date: December 30, 2008

For the District _____

Title: President

Date: December 30, 2008

APPENDIX F - LETTER OF UNDERSTANDING

The parties agree that the current uniform protocol shall be amended effective January 1, 1995, to include exercise apparel and athletic shoes which are available at the approved uniform outlet stores or other approved outlets.

For the Union: _____

Title: President

Date: December 30, 2008

For the District: _____

Title: President

Date: December 30, 2008

APPENDIX G - LETTER OF UNDERSTANDING

The parties agree that in the event the District employs members in the rank of captain which are included in the bargaining unit, the Union shall have the right to request bargaining over the impact of that decision. If a bargaining request is made, the parties will meet and engage in good faith negotiations over the wages, hours, terms and conditions of the employment of the captains and over the impact of the creation of the captain rank on the bargaining unit.

For the Union: _____

Title: President

Date: December 30, 2008

For the District: _____

Title: President

Date: December 30, 2008

APPENDIX H - LETTER OF UNDERSTANDING

The labor charges (ULP) relating to VFIS has been withdrawn.

For the Union: _____

Title: President

Date: December 30, 2008

APPENDIX I - HEALTH PLAN SUMMARY

<u>Type of Plan</u>	HMO	HSA*		PPO	
		Tier 1	Tier 2	Tier 1	Tier 2
In Network Benefits		Embedded		Embedded	
Individual Deductible	n/a	\$2,800	\$2,850	\$150	\$200
Family Deductible	n/a	\$5,600	\$5,650	\$300	\$350
Medical Individual Out of Pocket (OOP) OOP includes Ded unless noted	\$1,500	\$2,800	\$2,900	\$550	\$600
Medical Family Out of Pocket (OOP) OOP includes Ded unless noted	\$3,000	\$5,600	\$5,700	\$1,100	\$1,150
RX Individual OOP Cap/Maximum	\$5,100	Included in Med	Included in Med	\$6,050	
RX Family OOP Cap/Maximum	\$10,200	Included in Med	Included in Med	\$12,100	
Individual Med & Rx Max OOP	\$6,600	\$2,800	\$2,900	\$6,600	\$6,650
Family Med & Rx Max OOP	\$13,200	\$5,600	\$5,700	\$13,200	\$13,250
Retail Rx	\$5/\$5/\$10 Copay	Ded. to Max OOP	Ded. to Max OOP	\$5/\$5/\$10 Copay	
Mail Order Rx Co-pay	\$5/\$5/\$10 Copay	Deductible to Max OOP		\$0/\$0/\$0 Copay	
Primary Physician Office Visit	\$10 Copay	Ded. to Max OOP	Ded. to Max OOP	\$10 Copay	\$10 Copay
Specialists Office Visit	\$10 Copay	Ded. to Max OOP	Ded. to Max OOP	\$10 Copay	\$10 Copay
Preventative Services	Covered at 100%; No Copay	Covered at 100%; Deductible Waived		Covered at 100%; No Copay	
Lifetime Maximum	Unlimited	Unlimited		Unlimited	
Out of Network Benefits					
Individual Deductible		\$5,600		\$500	
Family Deductible		\$11,200		\$1,000	
Medical Individual Out of Pocket (OOP) OOP includes Ded unless noted		\$11,200		\$1,900	
Medical Family Out of Pocket (OOP) OOP includes Ded unless noted		\$22,400		\$3,800	
Lifetime Maximum		Unlimited		Unlimited	
Vision Care (Built into Medical Plan)					
Examination	No Copay			\$50 Allowance	
Lenses	Allowances + Discounts			Allowances + Discounts	

Frames	\$125 Allowance + Discounts		\$100 Allowance + Discounts
Dental Care (Separate Policy)			
Deductible	\$50 Indiv/\$150 Family	\$50 Indiv/\$150 Family	\$50 Indiv/\$150 Family
Preventative Services	100% of the U&C Fee**	100% of the U&C Fee**	100% of the U&C Fee**
Primary Services	80% of the U&C Fee**	80% of the U&C Fee**	80% of the U&C Fee**
Major Services	50% of the U&C Fee**	50% of the U&C Fee**	50% of the U&C Fee**
Benefit Period Maximum	\$1,500	\$1,500	\$1,500
Orthodontic Services	50% of the U&C Fee**	50% of the U&C Fee**	50% of the U&C Fee**
Orthodontic Maximum	\$1,500	\$1,500	\$1,500
Life Insurance			
Coverage Volume	\$100,000	\$100,000	\$100,000
*HSA Deductible & Maximum Out of Pocket subject to change annually, per IRS regulations.			
**U&C Fee of at least 90% UCR.			

APPENDIX J - OVERTIME POLICY

General Information:

1. There will be three (3) separate lists, one (1) each for Lieutenant, Engineer, and Firefighter.
 - a. If overtime is requested for a Lieutenant, run through the overtime list for Lieutenant; if no Lieutenant takes the overtime, then position may be filled with an acting Lieutenant. Use acting Lieutenant from the shift first. If no acting Lieutenant is available from the shift, then use an available acting Lieutenant from the overtime list. If an engineer is used, then back fill with an engineer. If a firefighter is used then back fill with a firefighter. If no acting members are available, then the Lieutenant gets the mandatory holdover list.
 - b. If overtime is requested for an Engineer, run through the overtime list for Engineer. If no engineer takes the overtime, then position may be filled with an acting Engineer. Use Acting Engineer from the shift first. If no acting Engineer from the shift is available, then use an acting engineer from the overtime list. Back fill must be provided from the acting Engineers position. If no acting Engineer takes the overtime, then an Engineer gets the mandatory. Using the Union's Mandatory overtime list.
 - c. If overtime is requested for a Firefighter, run through the overtime list for Firefighter. If no Firefighter takes the overtime, then the overtime will be offered to engineers. If no firefighters or engineers volunteer, then the overtime will be offered to lieutenants. If no firefighters, engineers, or lieutenants volunteer, then a Firefighter gets the mandatory overtime assignment using the Union's mandatory list. If unable to fill all firefighter positions with firefighters, the Union's overtime designee will send the on-duty Battalion Chief an e-mail with the name of all employees filling overtime positions and the Union's overtime designee will document overtime assignments creating a mandatory overtime position filled by the rank higher than firefighter.
2. When filling multiple overtime positions for Lieutenants and Engineers vacancies will be filled in an alternating method starting with the rank that has the most off for the day. If there are an equal number of Lieutenants and Engineers off on the day, the Lieutenant spot will be filled first and then alternated between Engineers and Lieutenants. The names awarded overtime will be placed on the bottom of the list.
3. All station hire-backs will be determined by the Battalion Chief or Acting Battalion Chief. The Battalion Chief or their designee shall have final approval of overtime assignments.
4. All Hire-Back lists will be established by seniority:
 - a. Voluntary-most senior to least senior
 - b. Mandatory-least senior to most senior
5. Employees agreeing to work overtime assignments cannot accept another conflicting assignment and are responsible for the shift once accepted.

6. All eligible personnel will be notified via a group page announcing the overtime opportunity.
7. No bargaining unit employees can work more than 60 continuous hours and cannot be required to work more than 60 continuous hours except under the orders of the Fire Chief or their designee in time of District or National emergency. After 60 continuous hours, the employee must remain off duty for no less than 12 hours for rest and recovery except in times of prolonged Incidents or State Emergencies.
8. An employee that has been given a mandatory overtime assignment will not be moved on the master list. The mandatory assignment will be recorded on the master mandatory list.
9. All overtime assignments will be awarded for time requested. If overtime is requested for 24 hours, it can be broken into 12-hour increments. Once an employee accepts an overtime assignment, it is their responsibility for the assignment.
10. The number of lieutenants off will be adjusted to the number of lieutenants on a shift (10 Lieutenants, 6 off; 9 Lieutenants-5 off; 8 Lieutenants-4 off). Must have a minimum of 4 Lieutenants on daily.
11. The number of Engineers off will be adjusted to the number of Engineers on a shift (10 Engineers-6 off; 9 Engineers-5 off; 8 Engineers-4 off). Must have a minimum of 4 Engineers on daily.
12. No actors can be used if overtime is needed (for Lieutenant or Engineer), if no relief available, hire back rank for rank.

Paging Procedures:

Overtime paged out by 0800 or as soon as possible. The Battalion Chief or their designee will determine the number and position for the overtime assignment. When the position is filled, the master list is adjusted and overtime awarded is entered into Telestaff.

Filling overtime for the next shift day:

The Battalion Chief or their designee will determine the number and position for the overtime assignment. Once known, the overtime assignment should be attempted to be filled by 1500 hours. If position is not filled, then send a second page out and extend the time to 2000 hours. If the position is still not filled, pass along the next shift Chief or their designee and attempt a third page before considering a mandatory hire-back per policy. If an employee is given a mandatory hire-back, they will be notified by phone and e-mail to confirm the assignment.

Filling overtime for the next day:

The Battalion Chief or their designee will determine the number and position for the overtime assignment. Once known, the overtime assignment should be attempted to be filled ASAP. If the position is not filled within one (1) hour then a second page will be sent out, extending time to 2100 hours. If the position cannot be filled by overtime by 2100 hours, the Battalion Chief or their designee will notify the personnel who will be mandatorily held over.

Filling Emergency Overtime:

All eligible personnel will be notified via a group page, employees have ten (10) minutes after the last page is sent. The overtime will be awarded according to the policy. Any employee awarded emergency overtime less than 12 hours will not be moved to the bottom of the list. Also notify Dispatch so they can send an alert to all stations notifying all working personnel of the overtime opportunity.

APPENDIX K - TRANSITIONAL (MODIFIED) WORK PROGRAM

A. Objectives:

It is the Orland Fire Protection Districts ("Fire District") policy to provide a Transitional Work Program (TWP) in accordance with "The Fire Service Joint Labor Management – WELLNESS FITNESS INITIATIVE" Chapter 4 – Injury and Medical Rehabilitation, Components of a Comprehensive Rehabilitation Program, which states the following:

Rehabilitation programs must not be punitive in nature. The fire department must take the lead in ensuring that uniformed personnel are properly rehabilitated. The opportunity for light duty work during the rehabilitation process is encouraged. Light duty work should fall within the medical restrictions provided by the physician. This light duty work provides temporary, purposeful work to assist in the recovery process. It is a means to reduce injury costs and to keep the individual involved with the department by utilizing that individual's expertise. During rehabilitation, clinicians familiar with firefighting job requirements, or essential job functions, should be the ones making the informed decisions regarding the functional capacities of uniformed personnel and their readiness to return to full duty upon recovery from an injury or medical condition. In short, the fire department must facilitate the process from beginning to end.

B. Purpose:

1. Recognition by management and the employee that the employee is not able to perform at full capacity at their normal work assignment.
2. Establish a program consistent with the District's Safety/Loss Program that enables an employee to continue using their skills, knowledge and abilities while temporarily restricted by a work-related injury or medical condition.
3. To ensure employees that have incurred a work-related injury or medical condition, adhere to all therapeutic instructions of their physicians or attending medical authority for their own personal well-being and rehabilitation. To impose appropriate restrictions, which minimize the risk of unnecessarily jeopardizing the safety of the employees, as well as the safety of the general public.
4. To return the affected employee to an unrestricted work situation as soon as possible following an accident, injury, or medical condition.
5. To establish guidelines for employees restricted to the TWP when they cannot perform their regularly assigned duties due to work-related injuries or medical conditions.

C. Eligibility:

1. Any Employee recovering from a work-related injury or illness and has been placed on this status by their treating physician and the District's physician: in cases where the treating physician and the District physician do not agree, the employee or the District has the ability to request a third examining physician that will be jointly selected by the Union and Employer.
2. Any pregnant employee at the advice of her physician. The TWP shall not conflict with the Illinois Human Rights Act, Pregnancy Discrimination Act, or other applicable law.

3. Any Employee on a long-term leave as result of an off-duty injury or illness, subject to restrictions listed below.

D. Procedures:

1. The employee is required to have their treating physician or the District Physician (if they are the treating physician) complete a Work Status Report that outlines the employee's current work restrictions at each physician visit. A copy of the Work Status Report must be provided to the employee's shift Battalion Chief and the Human Resource department immediately following each physician visit. The employee is required to notify the Shift Battalion Chief and the Human Resource Department of all changes or modifications to the Work Status Report prior to performing any TWP assignment.
2. On the following business day after receiving a Work Status Report that indicates the employee is fit for modified duty by their treating physician, the employee is to contact their Shift Battalion Chief and Human Resource Department to schedule a Return to Work Appointment with the District Physician.
3. Immediately following the Return to Work Appointment with the District Physician, the employee is to report to the District's Administrative Building to meet with Human Resources and the Fire Chief, and/or their designee, to identify who the employee will report to for the duration of the TWP assignment and complete all necessary documentation, including but not limited to the Notice of Modified Duty Form.
4. Exact TWP assignments are at the discretion of the Fire Chief or their designee. Assignments will take into consideration the extent to which the above purposes can be met by the utilization of the TWP and the employee's area(s) of expertise, with the preference of keeping the employee with their assigned station and crew.
5. The Physician's Work Status Report shall include the nature of the injury or medical condition; its probable length; the prognosis for recovery; and the employee's physical restrictions.
6. The Fire Chief or their designee shall review the information and medical requirements.
7. The employee who is on the TWP will be required to perform duties consistent with their medical limitations.
8. Upon request, the employee (with Union representation, if preferred) shall review the assignment with the Fire Chief or their designee.
9. The employee and TWP supervisor will meet weekly to discuss and change the assigned transitional duties, progress, and to assess new goals if appropriate.
10. All TWP assignments shall be considered temporary and will be reviewed every thirty (30) days. Additional doctor's statements consistent with this policy may be required, and the continued availability of the duty assignment and work needs of the position will be reviewed and considered.
11. The work restrictions and TWP Policy will be followed with strict adherence.

E. Restrictions:

1. There shall be no restrictions on or denial of pay raises, promotions, no loss of seniority, longevity pay or retirement benefits while on TWP status.
2. Employees on TWP assignment shall be paid at and accrue all regular benefits as if assigned to a normal shift schedule regardless of the actual TWP schedule or allotted hours.
3. Employees will be able to choose either of the following assignments, but will be required to remain in the chosen assignment for thirty (30) days. After thirty (30) days, if the employee prefers to change assignment, they will notify their TWP supervisor and the Shift Battalion Chief.
 - a. On their regularly assigned shift days from 0700 – 1700, excluding Sundays, in lieu of being able to utilize accrued Kelly Days during their TWP assignment.
 - b. On their regularly scheduled shift days from 0700 – 0700, and will be able to utilize any accrued Kelly Days they have available. Employees on a TWP assignment who utilize Kelly Days will not be considered in the aggregate number of personnel allowed off according to Section 7.3 C of the Collective Bargaining Agreement.
4. Employees on both assignments will be able to utilize any accrued Vacation hours during their TWP assignment. Employee vacation hours utilized will be hour for hour on both assignments, and any vacation time the employee is unable to utilize before the end of the year may be exchanged for compensation as set forth in Section 10.2 of this agreement. Employees on a TWP assignment who utilize Vacation hours will not be considered in the aggregate number of personnel allowed off according to Section 7.3 C of the Collective Bargaining Agreement.
5. Employees on both assignments will be excluded from working Sundays or designated holidays as agreed to through labor management.
6. With the ultimate goal of getting an employee back to full duty, any medical care required for the employee's injury or illness that falls on an employee's regularly scheduled shift day will be considered that employees modified duty assignment for that shift day.
7. Employees shall not be eligible for a TWP assignment unless they have approval from their treating physician and the District's Physician.
8. During the duration of the TWP assignment, the employee will report to their assigned TWP supervisor or the on-duty Shift Battalion Chief. If the Employee is unable to report for their TWP assignment, the employee will notify their TWP supervisor and the on-duty Shift Battalion Chief. The Employee shall not be charged sick time should the employee be unable to report to their TWP assignment for any reason related to the injury or illness for which they were placed into the Temporary Work Program.
9. The proper and appropriate District uniform will be worn by sworn personnel. Modifications to the uniform shall be at the discretion of the Fire Chief or their designee and shall be based on the employee's medical restrictions and concerns for safety.

10. Employees on a TWP assignment will be subject to District policies, procedures and regulations.
11. The Fire Chief or their designee reserves the right to modify or terminate the TWP assignment based on employee performance after review with the employee and their assigned TWP supervisor.
12. This Policy does not limit or alter the rights of an employee under the Worker's Compensation Act or the Americans with Disabilities Act.
13. Any District employee who is recuperating from an off-duty injury or medical condition may be eligible to participate in the TWP provided they have approval from their treating physician and the District's Physician.
14. Any TWP assignments shall be in addition to, not in lieu of, any regularly scheduled personnel working in 7G assignments.
15. Any employee assigned to the TWP has the ability to work 7G on their non-regularly assigned shift days as long as the 7G duties fall within their work restrictions.