AGREEMENT

BETWEEN

THE CITY OF BATAVIA

AND

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL # 3436

JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

APPROVED BY THE BATAVIA CITY COUNCIL
ON
FEBRUARY 15, 2016

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ARTICLE 1
PREAMBLE

This agreement is entered into this 15th day of February 2016, by and between the City of Batavia, an Illinois Municipal corporation (hereinafter referred to as the "City"), and Local 3436 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (hereinafter referred to as the "Association").

The employees of the City of Batavia represented by the "Association" are the sworn full-time Firefighters and Lieutenants in the Batavia Fire department (hereinafter referred to as "employees"). Probationary employees who are attending any required probationary training are excluded from the provisions of Article XVI 'Hours of Work and Overtime.' The City acknowledges its legal obligation to follow the Fair Labor Standards Act.

ARTICLE II
INTENT AND PURPOSE

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

ARTICLE III
RECOGNITION AND BARGAINING REPRESENTATION

Section 3.1 Recognition

The City recognizes the IAFF Local 3436, hereinafter referred to as the "Association," as the exclusive bargaining agent with respect to wages, hours, benefits, and working conditions of employment for all employees of the City of Batavia who are sworn, fulltime firefighters or lieutenants in the Batavia Fire Department. Questions of representation concerning newly created classifications, if any, shall be resolved exclusively through procedures afforded by the Illinois Labor Relations Act.

Section 3.2 Bulletin Board

The City shall provide the employees with a bulletin board, or necessary space on an existing bulletin board, for the posting of Association business, and notices of a non-partisan political, and non-inflammatory nature, at each fire station.

Section 3.3 Union Officers

An employee who is in a representative capacity during his/her scheduled working hours, attending a meeting between the Association and the City, for the purposes of negotiations,

adjustment of grievances, or transmittal of notices, shall not suffer a loss in pay because of such attendance, provided that the City must have agreed to hold the meeting at such time. If an employee is on his off duty time, or becomes off duty during the course of the session, he shall not be compensated by the City. The Association recognizes the essential need to minimize lost work time and to avoid interference with the work of the Fire Department.

Section 3.4 Dues Deductions and Fair Share

Upon receipt of proper written authorization from the employee, the City shall deduct Association dues, from each paycheck, in the amount certified by the Association from the pay of all employees covered by this Agreement who authorize such deductions in writing. Such money shall be remitted to the Association thirty (30) days after deductions. Such deductions will be terminated on the employee's written request to both the City and the Association.

With respect to any employee from whom the City has not received a written authorization, or who revokes a previously executed authorization, the City shall deduct a fair share fee, including any past due amount, and forward the amount deducted to the Association in the same manner and at the same time as dues are remitted. Such fair share deductions shall commence with the month following the month in which the City is notified by the Association that an employee is obligated to pay the fair share fee.

Fair share fees shall not exceed the cost of dues paid by employees of the Association. Such fair share fees shall be calculated and deducted in a manner consistent with the requirements established by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Employee claims or disputes concerning fair share fees, including but not limited to those based upon bona fide religious tenets or teachings, shall be processed and resolved through the procedures established by the Illinois State Labor Relations Board.

The Association shall indemnify and hold the City harmless from any and all liability arising out of its compliance with this provision.

ARTICLE IV
MID-TERM CHANGES AND BARGAINING OBLIGATIONS

Section 4.1 Terms

The terms and conditions of this Agreement shall be considered in full force and effective for a term of three (3) years commencing on January 1, 2015 and shall remain in effect until December 31, 2017. Pay scales will be retroactive to January 1, 2015.

Section 4.2 Renegotiations

If either party desires to renegotiate any part of this Agreement, it must provide written notice to the other party by registered or certified mail. Notice shall be considered to have been given as of the date shown on the postmark. In the event such notice is given, and if mutually agreeable

to both parties, negotiations shall begin within sixty (60) days of the notice being given. However, if not mutually agreeable, the existing terms of the agreement will remain in place.

Section 4.3 Invalid Provisions

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

Section 4.4 Issues Not Covered

It is recognized by both parties that issues of wages, hours, benefits, and working conditions of employment not covered in this Agreement, may come of issue during the term of this Agreement. In the event either party recognizes an issue of wages, hours, benefits, and/or working conditions that is not covered by this Agreement during the term of this Agreement, both parties shall be held harmless for the failure to include such issue in the Agreement. In the event the City proposes to change any such condition during the term of this agreement it shall notify the Association and upon request, negotiations shall begin within sixty (60) days of the notice being given to resolve such issues. The existing terms of the agreement and the existing wages, hours, benefits and/or working conditions that are mandatory subjects of bargaining shall remain in place during such negotiations.

ARTICLE V
NON-DISCRIMINATION

Neither the City nor the Association shall discriminate against any employee of the Association in a manner which would violate any applicable law because of race, creed, color, national origin, age or sex.

Neither the City, nor the Association, shall interfere with the rights of any employee to become or refuse to become members of the Association, and therefore, there shall be no discrimination against any employee of the bargaining unit because of Association membership or non-membership activity or status. The Association recognizes its responsibility as a bargaining agent, and agrees to represent fairly all employees of the bargaining unit.

ARTICLE VI
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of the agreement, the City retains all of its traditional rights to manage and direct its affairs in all of their various aspects and to manage and direct employees, including but not limited to the following: to determine the mission of the Fire Department and to set standards of service offered to the public; to plan, direct, control and determine all the operations and services of the Fire Department; to supervise and direct the working forces; to establish the qualifications for employment, determine the number of

employees, 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 determine overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or maintained; to make, alter and enforce rules, regulations, orders and policies; to evaluate employees, to discipline, suspend, demote and discharge employees for just cause (probationary employees without cause), to change or eliminate existing methods, equipment, or facilities; to hire and promote employees; to lay off employees if necessary to determine and establish training requirements for positions within the Fire Department and to set the length of and conditions for any probationary periods and to establish, change, combine or abolish positions and the job duties of any position in accordance with operational requirements. In addition, the City expressly reserves the right under this Agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act. The City shall follow any express applicable provisions of this Agreement in the exercise of the foregoing rights. Provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

ARTICLE VII
TRANSFERS AND WORK ASSIGNMENTS

The Association recognizes it is within the provisions of management rights to assign the employees to duties, shifts, and work assignments. The employees shall be afforded the opportunity to bid for vacancies in such duties, shifts and work assignments, in writing to the Fire Chief. These bids may be taken into consideration in filling any such vacancy. The City, at the discretion of the Fire Chief, has the right to transfer employees between stations, shifts, and assigned work and work hours. The employees shall have the right to request transfers between stations, shifts, and assigned work hours, in writing, to the Fire Chief. The Fire Chief is not bound by these requests. Notification of all vacancies or transfers shall be given to the employees in writing not less than fifteen (15) calendar days prior to its effective date whenever possible. When an injury or other emergency does not allow at least a 24 hour written notice to be given before a transfer from an 8 hour to a 24 hour shift or vice versa, the remainder of time worked in the 24 hour period after notice is given will be paid at the employee's time and a half (1 ½) rate. A twenty-four (24) hour notice will be given before such an employee is transferred back to his original shift assignment. Matters relating to this article shall not be grievable beyond the City Administrator. The decision of the City Administrator on matters relating to this article shall be final.

ARTICLE VIII
RESOLUTION OF IMPASSE

The resolution of any bargaining impasse shall be in accordance with the provision of the Illinois Public Labor Relations Act or as otherwise agreed to by both parties.

ARTICLE IX
RIGHT TO COUNSEL

The Fireman's Disciplinary Act. (50 ILCS 745/) shall be followed.

ARTICLE X
EMPLOYEE SECURITY

Section 10.1 Just Cause

No employee covered by this Agreement shall be suspended, relieved of duty, disciplined, or discharged without just cause. Employees shall be entitled to all rights under Section 3.8 of the Firefighters Disciplinary Act as currently enacted. Notwithstanding the previous terms, probationary employees may be subject to dismissal without just cause.

Section 10.2 Personnel Files

The City's personnel files and disciplinary history relating to any employee covered by this Agreement shall be available for inspection by the employee during business hours and upon reasonable notification of such request. An employee shall be entitled to a copy of any material contained in such files. While the City reserves the right to take into consideration the totality of an employee's employment history when making personnel decisions, the length of time between disciplinary issues will be given proper consideration before further discipline is issued. Nothing in this section shall be construed to limit the City's authority under the Management Rights Article of this agreement. In the event an employee's files contain adverse materials, the employee shall be notified of the materials and shall have the right to have placed in the file a written rebuttal to the adverse materials. Absent extenuating circumstances the employee shall be given thirty (30) calendar days from the date of notification of the existence of said adverse material to file a rebuttal. Any information of an adverse nature which is unfounded, exonerated or otherwise not sustained, shall not be maintained in any personnel file, nor used against the employee in any future proceedings.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 11.1 Definition

A grievance is a dispute raised by an employee covered under this Agreement with the City, involving an alleged violation of the meaning, interpretation or application of the provisions of this Agreement. All disputes shall be discussed thoroughly with the immediate supervisor. Disciplinary matters shall be subject to review under the grievance procedures, as follows:

- Oral and written reprimands may be grieved up to and including Step Four (City Administrator).

- Suspensions without pay, up to and including dismissal, may be grieved up to and including the arbitration procedure or the Board of Fire and Police Commissioners, in accordance with Article XIII, Section 13.3 Election of Grievance Arbitration for Discipline.

Section 11.2 Grievance Procedure

In the event that the dispute cannot be resolved at that level, the following procedure shall be followed (In the event there is a vacancy of a position in one of the grievance steps and no one has been appointed to "acting status" for that position, the grievance shall immediately advance to the next step):

11.2. A Step One: Appeal to the Battalion Chief

Any employee, who has a grievance, and/or the Association representative, shall submit the grievance in writing to the Battalion Chief, specifically indicating it is a grievance under the provisions of this Agreement. The grievance shall contain a complete statement of the facts and circumstances of the grievance and the relief sought. All grievances shall be filed within ten (10) calendar days from the date of the occurrence which gave rise to the alleged violation or ten (10) calendar days from the date from which the grievant should have become aware of the circumstances which led to the alleged violation. The Battalion Chief shall render a written response within ten (10) calendar days of receipt of the grievance.

11.2. B Step Two: Appeal to the Deputy Chief

If the grievance cannot be settled at Step One, the employee or representative may appeal the grievance to the Deputy Fire Chief, in writing, within ten (10) calendar days after receipt of the response from Step One. The grievance shall set forth the facts and circumstances of the grievance, and shall state the reasons for believing the grievance was improperly denied at Step One. The Deputy Fire Chief shall then investigate the grievance and may hold a discussion with the involved parties if he/she deems it necessary. The Deputy Fire Chief shall respond to the grievance, in writing, within ten (10) calendar days of receipt of the grievance appeal

11.2. C Step Three: Appeal to the Fire Chief

If the grievance cannot be settled at Step Two, the employee or representative may appeal the grievance to the Fire Chief, in writing, within ten (10) calendar days after receipt of the response from Step Two. The grievance shall set forth the facts and circumstances of the grievance, and shall state the reasons for believing the grievance was improperly denied at Step Two. The Fire Chief shall then investigate the grievance and may hold a discussion with the involved parties if he/she deems it necessary. The Fire Chief shall respond to the grievance, in writing, within ten (10) calendar days of receipt of the grievance appeal.

11.2. D Step Four: Appeal to the City Administrator

If the grievance is not settled at Step Three, the Association may appeal the grievance to the City Administrator within fourteen (14) calendar days of receipt of the Fire Chiefs response at step three. The City Administrator shall investigate the grievance and convene a meeting with the employee, and/or representative, at a mutually agreed time

and date within fourteen (14) calendar days of the receipt. The City Administrator shall render a written decision within ten (10) calendar days of the meeting.

Section 11.3 Arbitration

If the grievance is not settled at Step Four, the Association may refer the grievance to arbitration by giving written notice to the City Administrator within ten (10) working days after receipt of the answer to Step Four unless extended by written agreement of both parties. The arbitration shall proceed in the following manner.

11.3. A Arbitrator Selection

The parties shall attempt to agree on an arbitrator within five (5) working days after receipt of the notice of request for arbitration. In the event that no agreement is made, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators from Illinois, Wisconsin, or Indiana who are members of the National Academy of Arbitrators. Both the City and the Association shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name. The other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator, provided, that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the City and the Association requesting that they set a time and place for hearing, subject to the availability of the City, and Association representatives.

11.3. B Arbitrator Authority

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question(s) of fact as to whether there has been a violation of this Agreement. The arbitrator shall be empowered to determine the issue(s) raised by the grievance, and shall make a decision or award accordingly. The arbitrator shall have no authority to make a decision on any issue not submitted or raised, and shall further be without power to make any decision or award which is contrary to any applicable laws, or rules and regulations of an administrative body (other than the municipality's) that have the force and effect of law. Any decision and/or award of the arbitrator rendered in resolution of the grievance shall be final and binding upon all of the parties and employees covered by this Agreement.

11.3. C Arbitration Expense

The fees and expenses of the arbitrator and the cost of a court reporter, if any, shall be divided equally between the City and the Association; provided, that each party shall be responsible for the cost of their own requested transcript and the compensation of its own representatives and witnesses.

11.3. D Arbitrator's Decision

The arbitrator shall submit his written decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

11.3. E Time Limit for Filing

No grievance need be processed if it is not submitted within the time limits set forth in each step. If an employee fails to submit or move the grievance to the next step, it may be deemed void or denied on the basis of the findings of the previous step. If the City fails to respond at any step, the grievance may move forward to the next step. The time limits may be extended if mutually agreed by the parties involved.

ARTICLE XII
LABOR-MANAGEMENT CONFERENCES

Section 12.1 Definition

The Association and the City agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the Association and responsible administrative representatives of the Department. Accordingly, the parties agree that such meetings will be held, upon the request of either party, to discuss:

A. The implementation and general administration of this Agreement;

B. The sharing of general information of interest to the parties;

C. Safety issues;

D. Changes in non-bargaining conditions of employment contemplated by the City, which may affect employees. Such conferences shall be held as necessary, at mutually agreed on times and locations.

Section 12.2 Absence from Work

When absence from work is required to attend a Labor-Management conference, employees shall, before attending, give reasonable notice to their supervisor who shall approve the absence except in an emergency, and shall thereafter remain in a pay status during such conference. No employee in attendance at Labor-Management conferences, who is "off-duty," or who becomes "off-duty," during such conference shall be paid.

ARTICLE XIII
DISCIPLINE, DISCHARGE AND INVESTIGATION

Section 13.1 Discipline

Discipline of employees for minor offenses shall be progressive and corrective in nature, designed to improve behavior and not merely to punish. Disciplinary actions instituted by the City shall be for just cause (probationary employees with or without cause). Where the City believes cause exists to institute disciplinary action, the Fire Chief or his designee(s) shall have the option to assess, among others, the following penalties with the ability to impose any level of discipline commensurate with the misconduct:

- Oral reprimand
- Written reprimand
- Suspension without pay (up to 5 days by the Fire Chief as provided by 70 ILCS 705/16.13b, as amended). The Fire Chief may also recommend suspensions in excess of five (5) days (to a maximum of thirty (30) days (for any one offense) or discharge to the Board of Fire and Police Commissioners as authorized by 70 ILCS 705/16.13b, as amended.
- Dismissal

As part of the City's discipline process, the City's Employee Assistance Program (EAP) may be utilized with employees. Should an employee be referred to the EAP as part of discipline, they will receive written notice from the City identifying the issues/concerns to be addressed through this process and the expected outcome. If an employee is mandatorily referred to the EAP, the City will pay the employee at the applicable rate for time spent in up to 3 sessions.

Section 13.2 Disciplinary Investigations

When the City questions or interviews an employee concerning a matter that the employee reasonably believes disciplinary action may be taken against him or her based on the employee's responses to the questioning, the City shall:

A. Upon request of the employee allow a Union officer or steward, if available, to be present during the interview in accordance with requirements of the decisions of the Illinois Labor Relations Board.
B. In addition, in the case of questioning related to an investigation of misconduct which could potentially be the basis of a suspension in excess of twenty-four (24) duty hours, any questioning shall be conducted in accordance with the standards of the Firemen's Disciplinary Act (50 ILCS 745/1 et seq., as amended).

Section 13.3 Election of Grievance Arbitration for Discipline

Prior to imposing discipline involving a suspension or termination, the Chief or the Chief's designee will set a meeting with the employee to advise the employee of the proposed discipline and the factual basis therefore, in writing. At the employee's request, the employee shall be entitled to Union representation at that meeting. After the conclusion of said meeting, the Chief or the Chief's designee will issue a Decision to Discipline, in writing, as to the proposed discipline, to the affected employee and the Union. At the employee's option, disciplinary action against the employee may be contested either through the arbitration procedure of this Agreement or through the Board of Fire and Police Commissioners, but not both. In order to exercise the arbitration option, an officer must execute an Election, Waiver and Release form ("Election Form" attached as Appendix I). This Election Form and disciplinary process is not a waiver of any statutory or common law right or remedy other than as provided herein. The Election Form shall be given to the employee at the time the employee is formally notified of the Decision to Discipline.

The employee shall have three (3) calendar days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional

seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the Chief may impose the discipline set forth in the Decision to Discipline, and the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to have charges presented or to appeal discipline before the Board of Fire and Police Commissioners in accordance with the Illinois statutes.

ARTICLE XIV
NO STRIKES - NO LOCKOUTS

Section 14.1 Association

During the term of this Agreement, neither the Association nor any of its agents shall authorize, institute, aid, condone, or engage in a slowdown, work stoppage, refusal to cross picket line, strike or other interference with the work and statutory functions or obligations of the Fire Department.

The Association agrees to notify all employees of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating this Section of the Agreement to return to work.

Upon compliance with the provision of this Section, neither the Association nor any of its agents or representatives shall be liable for the actions of employees who violate this Article.

Section 14.2 City

The City shall not lock out any employee during the term of this agreement as a result of a labor dispute.

The City may discipline or discharge any employee, in accordance with the procedures of the Board of Fire and Police Commission, who violates this Article, or who fails to carry out his/her responsibilities under this Article.

Section 14.3 Grievance

The parties agree that any grievance filed in regard to this article shall be limited to whether or not the employee violated this Article, but shall not directly deal with any disciplinary actions taken.

Section 14.4 Judicial Restraint

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE XV
OUTSIDE WORK AGREEMENT

Section 15.1 Notifications of Secondary Employment

All employees holding secondary employment shall notify the Chief, or his designee, in writing of the place of employment, address, phone number, supervisors name, and hours of employment so that the employees may be reached in an emergency.

Section 15.2 Secondary Employment Prohibitions

The parties recognize that it is in the best interest of the citizens of Batavia to have an alert and non-distracted work force. More specifically, the jobs from which employees shall be prohibited from working shall include the following:

A. Where the City's uniform, badge, vehicle or equipment is utilized unless specifically approved by the Chief or his designee.

B. Where a conflict of interest with his/her job duties for the city is created.

C. Where the type of secondary employment is prohibited by law, or negatively reflects on the City.

D. Under no circumstances shall an employee report for duty in an unfit condition. Employees doing so will be subject to departmental discipline.

ARTICLE XVI
HOURS OF WORK AND OVERTIME

Section 16.1 24-Hour Shift

Employees assigned to Platoon Duty will work twenty-four (24) consecutive hours of work (one shift) followed by forty-eight (48) consecutive hours off (two shifts). Any hours worked in excess of an employee's normally scheduled work hours will be considered as overtime and compensated at the appropriate overtime rate. Sick, Personal, Vacation, Holidays, Kelly Days, and Bereavement Days shall be included as "hours worked" for the purpose of calculating overtime due.

Compliance with the Fair Labor Standards Act shall be accomplished by scheduling a Kelly Day (i.e., what would otherwise be a twenty-four (24) hour duty day) one Kelly Day every sixteen (16) duty days, (i.e., Kelly Days will take the place of F.L.S.A. compensation). Whenever it is

necessary to determine the hourly rate for platoon duty personnel, such rate shall be computed on the basis of 2,750 hours of work per year. Shifts shall commence at 0700 hours and end at 0700 hours the following day.

Kelly Days may be traded between employees, provided such trades are between employees of the same shift. Kelly Day trades shall not result in the payment of overtime. Kelly Day trades are subject to the approval of the Fire Chief or his designee. In the event employees are required to attend mandatory training on their Kelly day, they shall be compensated at their overtime rate for the time they are required to be in class.

Employees on a twenty-four (24) hour shift assignment shall receive 26 equal paychecks per year, regardless of the number of shifts assigned in a given pay period (not including overtime). However, overtime will be added to paychecks above and beyond the normal pay amount as appropriate.

Section 16.2 Eight-Hour Shift

Employees assigned to the eight (8) hour day shift shall work Monday through Friday, between the hours of 0700 and 1700, forty (40) hours per week. Employees shall be paid based on the number of hours worked in a given two-week pay period Any time worked in excess of 40 hours in any one week or 8 hours in any one day shall be considered as overtime and be compensated at the overtime rate of one and one-half times the employees hourly rate for each additional hour worked. Whenever it is necessary to determine an hourly rate for day shift personnel, such rate will be computed on the basis of 2,080 work hours per year. Employees assigned to the day shift shall have a one (1) hour unpaid lunch period. The start of lunch periods shall be staggered as necessary to insure proper coverage.

Employees employed as of June 1, 1995, who are initially involuntarily assigned to an 8-hour position shall not be required to remain in such position for more than two (2) years. In the absence of volunteers who are determined by the chief to be qualified for an open 8-hour position, preference will be given to less senior employees employed as of June 1, 1995, who are qualified to perform the functions of the open 8-hour position as determined by the Chief. Employees hired after June 1, 1995, may be assigned to 8-hour positions without limitation provided they meet the qualifications for an 8-hour position as determined by the Chief and such qualified employees will be assigned in preference over employees hired prior to June 1, 1995, in the absence of qualified volunteers.

Section 16.3 Overtime

All employees covered by this Agreement shall be entitled to overtime pay. Overtime pay shall be computed as time and one-half (1 1/2) based on the employee's base hourly wage rate.

Section 16.4 Call Back

When an employee covered by this Agreement is called back to duty (which shall include attending any regularly scheduled training or meeting while off-duty) the employee shall receive compensation at time and one-half (1 -1 /2) of the employee's regular hourly wage to the nearest

fifteen (15) minutes. A call back period shall be considered over when the officer in charge releases the off duty personnel. With the exception of circumstances when a call back period ends after the start of an employee's scheduled shift or the scheduled return to an employee's shift from a lunch break, employees called back to duty for mechanic, or computer services shall receive a minimum guarantee of one (1) hour overtime pay, notwithstanding that they may work less than one (1) hour as a result of such call to duty. Should another alarm occur within one (1) hour of the employee's report in time, no additional compensation will be paid; however, the employee shall remain on overtime for the initial fill-in. For all other call backs, excluding unscheduled meetings or unscheduled training sessions (24 hours notice), With the exception of circumstances when a call back period ends after the start of an employee's scheduled shift or the scheduled return of an employee from a lunch break, employees shall receive a minimum guarantee of two (2) hours overtime pay, notwithstanding that they may work less than two (2) hours as a result of such call to duty.

When a call back period extends into an employee's planned shift time or into to the scheduled return of an employee from a lunch break, they shall only receive overtime for the period of time leading up to the start of their shift or scheduled return from break. Once the scheduled shift begins, the employee shall be paid at the appropriate straight time rate. At no time shall an employee be paid twice for the same time worked on shift duty. For all call back responses, the employee shall remain on duty until released by the officer in charge.

Example 1: If an employee responds to call at 6:20am, and their scheduled shift begins at 7am; and such call ends at 7:01am, the employee shall receive 40 minutes of overtime pay for the time worked prior to the their shift.

Example 2: If an employee responds to a call at 6:20am, and their scheduled shift begins at 7am; and such call ends at 6:40am, the employee shall receive 2 hours of overtime pay for the call back.

Section 16.5 In-Charge Pay

16.5. A. Firefighter in Charge

On any shift in which a Lieutenant is absent and an employee is designated by the Battalion Chief or Acting Battalion Chief as the "firefighter in charge" of a fire company supervising two or more employees for at least 4 hours, the employee shall be paid additional compensation. If an employee is designated "firefighter in charge" for at least 4 hours, they shall be paid a stipend that is equivalent to the difference between their appropriate hourly rate and the appropriate hourly rate of a 1 year lieutenant for each hour worked up to a maximum of 24 hours per shift. Only one (1) employee may receive acting pay per assignment per twenty-four (24) hour shift unless scheduled by the City or when sick time applies and is approved by the Fire Chief or his designee.

16.5. B. Acting Battalion Chief Pay

On any shift in which a Battalion Chief is absent and a Lieutenant is designated by the Fire Chief as the "Acting Battalion Chief" for at least 4 hours, the employee shall be paid additional compensation. If an employee is designated "Acting Battalion Chief" for at

least 4 hours, they shall be paid a stipend that is equivalent to the difference between their appropriate hourly rate and the appropriate hourly rate of a 1 year Battalion Chief for each hour worked up to a maximum of twenty four (24) hours in place of their normal wages. Only one (1) employee may receive acting pay per assignment per twenty-four (24) hour shift unless scheduled by the City or when sick time applies and is approved by the Fire Chief or his designee.

Section 16.6 Shift Overtime Call Procedure

16.6. A Initial Call

When shift overtime is necessary, the Shift Officer or designee will contact the lieutenant or firefighter next up for overtime (least hours). If no contact is made, the next due person shall be contacted, etc. After all eligible employees are paged or telephoned and no response has been given, the procedure for mandatory overtime in section 16.6C shall be followed. Employees shall have ten (10) minutes to call in. Failure to respond within ten (10) minutes of the notification shall constitute an automatic refusal. No employee shall be penalized for failure to respond. Full-time employees called back to work shift overtime, upon acceptance and reporting for duty, shall be guaranteed a minimum of 4 hours of time. An employee needed for manning after the four hours will then be guaranteed an additional 4 hours. Should the employee continue to be required to work beyond the 8 hours, the time for overtime compensation shall be calculated to the nearest 15-minute mark. Should a part-time employee appear for work during the guaranteed time, either employee shall have the option of being released from duty, or both may stay, with one being utilized in the best interest of the department.

After attempts have been made to cover an open shift, the shift lieutenant may call for overtime 48 hours in advance of the open shift. This will allow for schedules to be changed.

The only person who can accept or turn down overtime is the employee personally, not spouses, etc. Employees shall be contacted in the order of shift overtime for the pay period at the time of the call, from least to most, in the following manner: The employee shall be informed that a person is needed for overtime on a given date to fulfill minimum personnel needs. If the employee accepts and reports to duty, the employee shall be awarded the overtime. If the employee refuses, he or she shall be asked if they would be willing to accept part of the overtime offered, in the event that no one called later on the list accepts all of the overtime offered. The reply to the two options will be noted on the call-up list and the next person on the list shall be called. This procedure shall be repeated until an employee accepts all of the overtime offered or until the list is exhausted.

If the list has been exhausted and no one has accepted all of the overtime, but volunteers have been obtained for part of the overtime, the employees with the least amount of accumulated shift overtime in each category shall be awarded the overtime.

If volunteers for all the overtime cannot be obtained, a mandatory overtime situation shall be in effect.

16.6. B Exemptions

All employees are subject to overtime call with the following exceptions: Scheduled duty, scheduled approved vacation; personal days; Kelly days; approved sick leave; official business such as approved fire training; military leave; jury duty; those who would be working in excess of forty-eight (48) consecutive hours, which include any hours spent on a trade day, personal reasons approved and documented by the shift officer. The forty-eight (48) consecutive hours of duty can be superseded only with the approval of the Fire Chief or Deputy Chief. Employees on vacation, personal days, or Kelly days, may be called for overtime, but not be charged for refusing. Employees on vacation and personal days shall only be called after the entire overtime list has been called and there still is not adequate staff to fill the vacancy if it is their shift day that needs the overtime, otherwise they can be called before or after their shift day for the overtime according to their hours. Acceptance of overtime by employees scheduled for vacation or personal days shall constitute cancellation of the vacation or personal day, and the employee shall be paid at a rate of 1½ the employee's regular wage rate, and their available vacation balance shall reflect that the scheduled vacation or personal day has not been expended.

16.6. C Mandatory Overtime

In the event that overtime is offered to and refused by all qualified employees, then in that instance, mandatory overtime shall be required. Employees on scheduled, approved time off (i.e. vacation, personal, sick, or bereavement leave) shall not be considered available for mandatory overtime while off. Employees shall not be considered available for mandatory overtime on the 2 days preceding and 2 days following scheduled vacation, personal, Kelly, or bereavement leave. The mandatory overtime hours shall be imposed onto the junior person of the rank needed. If no contact is made, the junior person on shift shall work the overtime. This mandatory overtime shall then move up the scale from junior to Senior. If in doing this, an employee will be on shift in excess of forty-eight (48) hours, that employee shall be passed and the overtime mandated for the next senior employee, except in cases of emergency. The employee passed shall then be put back into the next mandatory overtime position. A separate mandatory overtime list shall be maintained. This list shall contain the names of all employees eligible for overtime. The names will be listed in reversed seniority with the employee with the least seniority at the top.

When a mandatory overtime situation exists, the first available employee, beginning at the top of the mandatory overtime list, is subject to mandatory overtime. Available employees are the same as described above. The employee subject to mandatory overtime must work whatever hours have not been filled. Once an employee works mandatory overtime, the employee's name is dropped to the bottom of the mandatory overtime list.

The overtime shifts shall be worked according to the rank structure: i.e., a lieutenant will work for a lieutenant and a firefighter will work for a firefighter unless authorized by the Fire Chief or Deputy Chief.

Section 16.7 EMT and Paramedic Training

If an employee is selected by the Fire Chief to attend EMT and/or Paramedic Training, the City shall pay the cost of tuition and any necessary materials/equipment for said training. The employee shall be responsible for paying the City back for any tuition and/or materials paid for by the City, if said employee leaves employment with the City within 3 years of the payment of the tuition or material costs. Any employee required to attend class or necessary additional training on a non-duty day shall be paid at a rate of time and a half (1 ½) their regular wage rate, excluding probationary employees. The City shall be responsible for the fees associated with employees recertifying for their Illinois Department of Public Health EMT-B and EMT-P licenses.

Section 16.8 EMT and Paramedic Continuing Education

Employees covered by this agreement shall be compensated by the City for any required continuing education or recertification at a time and a half (1 ½) rate, when performed off duty.

ARTICLE XVII
ALLOWANCES

Section 17.1 Uniform Allowances.

17.1.A Initial Issue

The City shall furnish new employees one (1) complete set of required uniform apparel. If the employment is terminated, all uniforms shall be returned to the City with the exception of the shoes.

A complete set of uniform apparel consists of five (5) uniform pants, ten (10) uniform shirts (chosen as described below), one (1) complete full dress uniform (after probation is completed), one (1) pair of shoes or boots, one (1) combination jacket, black belt, badges, name tags, all protective clothing required and one (1) tie.

The ten (10) uniform shirts shall be any combination of approved duty shirts chosen by the employee, subject to the following guidelines:

- At least one (1) must be a short sleeve button-down shirt, and
- At least one (1) must be a long sleeve button-down shirt.

The list of approved duty shirts shall be defined and reviewed annually by the Uniform Committee and shall be approved by the Fire Chief.

17.1. B Replacement

After the first year of employment is completed, the City shall furnish replacement uniforms to employees as deemed appropriate by the Chief or designee, and after the uniform to be replaced is turned in. It is the City's policy to maintain all employees in uniforms and turn-out apparel that are safe, complete, and meet the safety requirements established by the Illinois Department of Labor and the manufacturer of the apparel selected. Employees are responsible to keep uniforms and turnout apparel in good order, report all defects, and/or replace all uniforms and turnout apparel as needed or recommended.

17.1. C Lost and Damaged Articles

The City shall repair or replace personal property which is damaged, lost or stolen during the course of employment, unless due to carelessness, when no other reimbursement is available, as described below:

- Sunglasses up to a maximum of $25.00
- Watches, truck belt, personal clothing or flashlights, up to a maximum of $100.00 per incident

Prescription glasses/sunglasses and contact lenses shall be replaced at cost. Replacement glasses must be of the same type of frame, or a frame that is similar or comparable should exact replacement not be available.

Employees shall report each damage or loss to their immediate supervisor at the time of the incident, and shall provide requested documentation. If compensation for lost or damaged property is obtained from other sources, the City shall be reimbursed.

ARTICLE XVIII
VACATIONS

Section 18.1 Definition

Full-time employees of the Fire Department will take vacations based on the shift that they are assigned when they take their vacation leave. Employees shall select their vacations according to seniority, with all vacations chosen by February 1st of each year if seniority is to apply. If seniority is to apply the employee must complete the proper leave of absence form by the aforementioned date and turn it into the Fire Chief or his designee. The Chief or his designee would then have the completed (approved) form returned to that employee no later than February 15th. Request for leave forms will not be considered prior to January 1st of any given year, except for vacation requests for the period of January 1 through February 15. Vacation for this period must be submitted by December 1 for seniority to apply. The vacation selection in the first round shall not exceed two (2) weeks in duration, with subsequent selections made in successive rounds. All weeks of the calendar year shall be eligible for vacation selection, but no employee shall be granted more than one (1) week's vacation during the last two (2) weeks of December. No vacation time will be allowed on Christmas Eve or Christmas Day. The selection process shall remain in effect during the term of this Agreement.

Section 18.2 Day Shift Personnel

Employees who are on the day shift shall be entitled to annual vacation periods with full pay based on the following:

Two weeks vacation (80 hours) shall be allowed for employees who have served the City continuously for one (1) years, 1 week of said vacation will be available for use after the first 6 months of employment.

Three weeks vacation (120 hours) shall be allowed for employees who have served the City continuously for five (5) years.
Four weeks vacation (160 hours) shall be allowed for employees who have served the City continuously for twelve (12) years.

Five weeks of vacation (200 hours) shall be allowed for employees who have served the city continuously for twenty (20) years. Effective January 1, 2017 vacation days are not accruable, but two (2) weeks of vacation may be carried over for use within the next year, provided that the value of the vacation weeks in excess of 1 week shall be deposited into the employee's Retirement Health Savings Plan by March 1st (at the prior year's pay rate), and deducted from the employees vacation accrual. (Example, if an employee carries 10 accrued vacation days over from calendar year 2016 to calendar 2017, 5 of those days shall be deposited into the employee's RHS Plan and the remaining 5 days shall be available for use).

Section 18.3 24 Hour Shift Personnel

Employees who are on the 24-hour shift shall be entitled to annual vacation periods with full pay on the following basis:

Two weeks of vacation (5 shifts) shall be allowed for employees who have served the City continuously for one (1) years. 1 week (3 shifts) of said vacation will be available for use after the first 6 months of employment.

Three weeks of vacation (7 shifts) shall be allowed for employees who have served the City continuously for five (5) years.

Four weeks of vacation (10 shifts) shall be allowed for employees who have served the City continuously for twelve (12) years.
Five (5) weeks vacation (13 shifts) shall be allowed for employees who have served the city continuously for twenty (20) years.

The Fire Chief or his designee must authorize the time at which any employee may take their vacation. The appropriate "request for leave" forms shall be submitted to the Fire Chief or his designee at least 15 days prior to the requested leave date. Effective January 1, 2017 vacation days are not accruable, but up to five (5) shifts of vacation may be carried over for use within the next year, provided that the value of the vacation shifts in excess of 3 shifts shall be deposited into the employee's Retirement Health Savings Plan by March 1st (at the prior year's pay rate), and deducted from the employees vacation accrual. (Example, if an employee carries 5 accrued vacation shifts over from calendar year 2016 to calendar 2017, 2 of those days shall be deposited

into the employee's RHS Plan and the remaining 3 days shall be available for use). Under no circumstances will more than two (2) weeks vacation be taken at one time unless approved by the city. Employees on approved vacation leave cannot have their leave canceled, except under extreme emergencies.

When "request for leave" forms are submitted to the Fire Chief or his designee, they shall be returned to the affected employee within six (6) calendar days.

Section 18.4 Donation of Personal and Vacation Leave

Employees who are undergoing a hardship situation in their personal life such as, but not limited to, serious medical situations relating to either themselves or an immediate family member, may become eligible for donation of personal or vacation days by other employees to allow them additional paid time off.

In order to qualify for donation, the individual must make a request in writing to the City Administrator to qualify for hardship status. The request should include an explanation of what the cause of the hardship is, how long it is expected to last, and any documentation of the condition deemed appropriate. The employee must be able to demonstrate that they are either out of applicable sick, vacation, and personal leave or that such leave will be imminently exhausted. Request should be sent to Human Resources.

The City Administrator will review the request and make a determination of whether or not the hardship status would be in the best interests of the organization to be granted. The City Administrator may request additional documentation of the requestor before making final determination. The City Administrator's determination of hardship status shall be final. In the event the City Administrator is not available, the Assistant City Administrator shall review the request and make the determination.

If hardship status is granted, it will remain in effect for four (4) months after the initial determination. An employee may request to be granted hardship status again after the initial period has expired using the same procedure described above.

Once hardship status is granted, electronic and physical postings will be made by the HR department of the name of the employee who has been granted hardship status and the opportunity to donate personal or vacation time to the employee. No mention of the specifics of the hardship will be made. Employees may only donate leave that is currently on the books during the hardship period.

Use of the donated time by the employee with hardship status shall still be Subject to Department Head approval. Hardship leave can only be used if all other applicable leave is exhausted. If a hardship period extends beyond January 1 of a given year, it will not be subject to limitations on annual rollover of benefits described in sections 18.2 and 18.3 of this agreement. However, no rollover of hardship time shall be allowed beyond the end of the hardship period. Any hardship time remaining unused at the end of the hardship period shall be distributed proportionately back to the employees who donated based on the percentage of total time donated that their donation represented. This reimbursement shall not be subject to maximum vacation and personal time accruals and roll over limits described in this Article.

ARTICLE XIX
TRAINING

Employees will be selected to special training outside the department based on their initiative, aptitude, and work assignments. Employees will be reimbursed for tuition, meals, lodging and mileage for one round trip to school.

ARTICLE XX
HOLIDAYS

Section 20.1 Recognized Holidays

The following are hereby declared legal holidays for all employees. All day shift employees shall receive regular pay for time off during such holidays, to-wit:

January 1st	Labor Day
Dr. Martin Luther King's Birthday (1/15)	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
July 4th	Christmas Day

In addition, twenty-four (24) hours shift personnel shall receive twelve (12) hours of holiday pay, at their normal rate of pay if they work seven (7) hours or more on the holiday. Twenty-four (24) hours shift personnel who are off on the holiday or who work less than seven (7) hours on the holiday, shall receive eight (8) hours of holiday pay. If an eight (8) hour employee works at least 7 hours of 24-hour shift time on any holiday, they shall receive four (4) hours of holiday pay in addition to the eight (8) hours they are normally entitled, up to a maximum of twelve (12) hours holiday pay plus overtime pay for time worked. If an eight (8) hour employee works less than seven (7) hours on a holiday, they shall receive eight (8) hours holiday pay and overtime pay for time worked.

Accumulated holiday pay shall be paid in a lump sum on the first pay date in November, Holiday pay accruing after the first November pay date shall be added to the following year's lump sum payments.

Section 20.2 Personal Days

All employees covered by this agreement shall be entitled to two (2) personal days to be taken at the option of the employee subject to the approval of the Fire Chief. Employees who are on the day shift shall receive sixteen (16) hours of personal day time off. Employees on the 24-hour shift schedule shall be entitled to forty-eight (48) hours of personal day time off. Personal day time off may be taken in half day increments or whole day increments. Employees must submit

a written request for personal time to the Fire Chief on the designated form a minimum of one week prior to the requested time off. The Fire Chief may, at his option, waive the advance notice.

Employees on personal time off may not have their leave cancelled, except under extreme emergencies.

Employee shall not take personal time off on Christmas Eve or Christmas Day.

ARTICLE XXI
SICK LEAVE

Section 21.1 Definition

Employees covered by this Agreement shall receive regular pay during unavoidable absence from work due to sickness or accident in the following manner if, in the opinion of the Fire Chief or his designee, the absence is excusable and providing that such employee does not qualify for disability benefits. In order to determine whether or not said leave is excusable, the Fire Chief or his designee may request a written statement from a licensed doctor to the effect that a person is ill or injured and should not work, if they feel that there has been a pattern of possible sick leave abuse by the employee in the past or if he has other reasons to suspect possible sick leave abuse in a particular instance.

In addition, sick leave may be used for a maximum of 5 days for day shift personnel and three (3) shifts for 24 hour personnel per year, upon approval of the Fire Chief, for the following reasons: the sickness or scheduled medical procedure of a parent, spouse, or child, the birth of a child, or grandchild, or the placement of a child with the employee for adoption or foster care.

Section 21.2 Day Shift Personnel

Each employee shall be entitled to twelve (12) days (96 hours) of sick leave per year. Unused sick leave shall be accumulated to a maximum of 1536 hours.

Section 21.3 24-Hour Shift Personnel

Each employee shall be entitled to six-(6) days 144 hours of sick leave. Unused leave shall be accumulated to a maximum of sixty (60) work days, or 1536 hours.

Section 21.4 Accumulated Sick Leave Separation Benefit

Upon retirement or other voluntary separation from the City, employees assigned to an eight (8) hour shift shall be paid an accumulated sick leave separation benefit in the following manner:

A. For employees who have completed at least 5 years but not more than 10, they shall be paid for 10% of each hour of unused, accumulated sick leave. Such payment shall not exceed eighty-eight (88) hours.

B. For employees who have completed at least 10 years but not more than 15, they shall be paid for 15% of each hour of unused, accumulated sick leave. Such payment shall not exceed two hundred (200) hours.

C. For employees who have completed at least 15 years but not more than 20, they shall be paid for 25% of each hour of unused, accumulated sick leave. Such payment shall not exceed three-hundred sixty (360) hours.

D. For employees who have completed at least 20 years, they shall be paid for 40% of each hour of unused, accumulated sick leave. Such payment shall not exceed five- hundred seventy six (576) hours.

Upon retirement or other voluntary separation from the City, employees assigned to a twenty-four (24) hour shift shall be paid an accumulated sick leave separation benefit in the following manner:

A. For employees who have completed at least 5 years but not more than 10, they shall be paid for 17% of each hour of unused, accumulated sick leave. Such payment shall not exceed one hundred forty four (144) hours.

B. For employees who have completed at least 10 years but not more than 15, they shall be paid for 18% of each hour of unused, accumulated sick leave. Such payment shall not exceed two hundred forty (240) hours.

C. For employees who have completed at least 15 years but not more than 20, they shall be paid for 33% of each hour of unused, accumulated sick leave. Such payment shall not exceed four hundred eighty (480) hours.

D. For employees who have completed at least 20 years, they shall be paid for 55% of each hour of unused, accumulated sick leave. Such payment shall not exceed seven hundred ninety two (792) hours.

All payments of accumulated sick leave separation benefits shall be made directly into the employee's Retirement Health Savings Plan.

ARTICLE XXII
TRADE TIME

Trade time is a privilege that shall not interfere with the normal operations of the Fire Department or result in the payment of overtime. Any employee may be granted trade time if approved, with full normal pay, for any working day(s) on which that employee is able to secure another employee of comparable status to work in his place. Trades must be firefighter for firefighter, officer for officer. OIC's may trade with a lieutenant if the lieutenant is not acting as the Battalion Chief.

Request for trade time will be turned into the Fire Chief or his designee for his approval not less than 24 hours prior to the trade time except in cases of emergency. Trades of one hour or less will not require advance notice, but proper paperwork must still be filed for documentation of the trade and approval granted by the shift officer.

If employees trade and the employee that is working the trade calls in sick, that employee will be charged sick time for the hours that he/she was unable to work. The employee that is off shall not be called back to work.

Employees that call in sick two (2) times while on trade will forfeit their trade privileges for the remainder of the year, unless a doctor's note is provided on the second illness verifying that the employee is unable to work.

If an employee that is scheduled to work a trade has a family death, that employee shall be charged bereavement time for the hours he/she does not work. This will not be counted towards the two (2) times off described in the previous paragraph.

Should an employee be injured on duty less than fourteen (14) days before the scheduled trade, the employee needing the trade shall not be responsible for covering the shift. If the injury occurs more than fourteen (14) days before the approved trade, the trade is void and the employee needing the trade will have to find other coverage for the shift.

ARTICLE XXIII
INJURIES AND COMPENSATION

Section 23.1 Leave of Absence

Employees covered by this Agreement shall be entitled to one (1) year leave of absence, at full regular pay, for injury sustained on the job. Where payment is due to such employee under the Illinois Workers Compensation Act (820ILCS 305/1, et. seq.), or pension laws, the amount received by reason of Workers Compensation or pension payments shall be deducted from the allowance provided for.

Section 23.2 Modified Duty

It is advantageous to City operations in certain circumstances to allow employees who are unable to perform their full duties, due to a non-work related illness or injury, to return to work on a modified duty basis. The City has a policy of allowing such modified duty when the employee can perform a substantial portion of their normal duties, the work to be performed is befitting of their pay grade, and the work benefits the City. The City interprets "substantial portion of their normal duties" to include work that the employee is qualified to perform, that is deemed necessary by the Fire Chief, that must be performed in a timely fashion, and to which the department has limited resources to commit. Under normal circumstances, such modified duty shall not be assigned for a period exceeding 80 hours per injury or illness. The City may extend modified duty beyond 80 hours at its sole discretion.

The Fire Chief's decision as to whether appropriate light duty is available in the department and its duration is not grievable. Human Resources Department's review and final determination by the City as to whether or not the light duty submitted by the Fire Chief meets the standards of the

policy, is grievable under the contract. Any employee approved for modified duty shall be transferred to day shift for the duration of their modified duty assignment, and such transfer will not be subject to the notice provisions of Article VII.

ARTICLE XXIV
MEDICAL EXAMINATION

All employees shall have an annual physical paid for by the City.

ARTICLE XXV
GROUP HEALTH BENEFITS

Section 25.1 Health Insurance

It shall be the policy of the City of Batavia to provide hospitalization, major medical, and dental coverage for all employees.

The employee's contribution to the costs of the single coverage premium shall not exceed fifteen percent (15%). The employee's contribution to the costs of the single plus one dependent and family coverage premium shall not exceed thirty percent (30%). Any changes in benefits during the term of this contract shall be subject to impasse bargaining and arbitration pursuant to Sections 4 and 14 respectively of IPLRA.

Section 25.2 Health Insurance Plan

The health insurance plan will remain in place for the period of this Agreement with the following conditions:

PREMIUM COSTS

Employee contributions toward insurance premiums shall not increase more than 20% from one plan year to the next.

MAJOR MEDICAL DEDUCTIBLE

Individual per calendar year	$250.00 per year
Employee + 1 per calendar year	$500.00 per year
Family per calendar year	$750.00 per year

Effective January 1, 2014, major medical deductibles shall be:

MAJOR MEDICAL DEDUCTIBLE

Single	$300.00 per year
Single Plus One	$600.00 per year

Family	$900.00 per year

CO-INSURANCE

In Network	90%/10%
Out of Network	80%/20%

Effective January 1, 2014, co-insurance shall be:

CO-INSURANCE

In Network	90%/10%
Out of Network	60%/40%

Rx CO-PAYS

Generic	$10
Brand/Formulary	$20
Brand/Non-Formulary	$35

Effective January 1, 2014, prescription drug co-pays shall be:

Rx CO-PAYS

Generic	$10
Brand/Formulary	$20
Brand/Non-Formulary	$40

PHYSICIAN SERVICES

Office Visits: Ten dollar ($10.00) co-pay will be required for each office visit subject to a maximum of $150.00 per employee's family per year.

Effective January 1, 2014, physician services co-pays shall be:

PHYSICIAN SERVICES

Office Visits: Twenty dollar ($20.00) co-pay will be required for each office visit subject to a maximum of $150.00 per employee's family per year.

Effective January 1, 2014, the following language regarding emergency room services shall take effect:

EMERGENCY ROOM SERVICES

A seventy-five dollar ($75.00) co-pay will be required for each emergency room visit (This co-pay shall be waived if the covered plan member is admitted to the hospital).

Section 25.3 Dental Insurance

Dental insurance will be provided for each employee. Dependent dental coverage is provided at the employee's expense.

Section 25.4 Retiree Insurance

At the option of the employee, group insurance can be continued past retirement until the employee reaches age 65. The following must be met:

The retiree must be 50 years or older, or on disability pension. The retiree shall be responsible for paying the entire premium. The retiree shall pay three (3) months in advance, at the first of each quarter to the City. Those employees on Fire Pension may have the cost deducted from their pension checks.

All employees will contribute a portion of their annual salary to the Retirement Health Savings Plan according to the following tables:

FF / Paramedic

0 – 11 years of service	0.5%
12 – 19 years of service	1.5%
20 + years of service	3.0%
Final accumulated leave check	100%

Lieutenant

0 – 11 years of service	0.5%
12 – 19 years of service	1.5%
20 + years of service	2.5%
Final accumulated leave check	100%

Section 25.5 Public Safety Employee Benefits Act

The City agrees to comply with all aspects of the Public Safety Employee Benefits Act (PSEBA).

Section 25.6 Life Insurance

The City shall provide a life insurance program to cover all employees in the amount of $45,000.00 or the employee's base salary, whichever is greater, at no cost to the employee.

Section 25.7 Optical Insurance

Eye Care coverage will be offered to all Employees. Employees will have the option to opt in or out of the City's eye care benefit plan and to pay the appropriate eye care premium for the level of benefit (single, single plus one, or family) they prefer.

ARTICLE XXVI
BEREAVEMENT LEAVE

Section 26.1 Day Shift

Up to five (5) consecutive days leave with pay shall be granted upon the request of the employee for the death of a parent, spouse or child considered immediate family. Up to three (3) days leave with pay shall be granted at the request of the employee, for the death of a grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, or other relative living in the household. The definitions include all step and half relationships. No more than two (2) days may be granted for the death of other relatives. Should more days be required, vacation or leave without pay may be granted.

Section 26.2 24-Hour Shift

Up to three (3) consecutive shifts with pay shall be granted upon the request of the employee for the death of a parent, spouse or child considered immediate family. Up to one (1) shift with pay shall be granted at the request of the employee for the death of a grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, or other relative living in the household. These definitions include all step and half relationships. No more than one (1) shift day may be granted for the death of other relatives. Should more days be required, vacation or leave without pay may be granted.

ARTICLE XXVII
LEAVE OF ABSENCE

An employee may be granted, a leave of absence, without pay, at the discretion of the City Administrator, with approval of the City Council. Employees shall make a written request setting forth the reasons and duration of the requested leave with a copy to the Fire Chief.

ARTICLE XXVIII
JURY DUTY

Any employee required to serve on a jury shall receive regular wages and benefits while serving. Any employee subpoenaed or otherwise required to appear for issues directly related to the employee's employment by the City, shall also receive all regular wages and benefits, whether

on duty or off duty. Jury duty checks shall be endorsed over to the City. The City shall reimburse the employee the mileage portion of the jury duty check.

ARTICLE XXIX
WAGES

Section 29.1 Wage Schedule

Employees will be paid according to the following schedule beginning January 1, 2015(fully retroactive). Said wage schedule reflects a wage increase of 4% effective January 1, 2015, a wage increase of 3.5% effective January 1, 2016, a wage increase of 2% effective January 1, 2017 and a wage increase of 2% effective July 1, 2017:

FF/Paramedic	January 1, 2015	January 1, 2016	January 1, 2017	July 1, 2017
START	$58,716	$60,771	$61,986.82	$63,226.56
After 1 year	$61,949	$64,117	$65,399.18	$66,707.16
After 2 years	$65,353	$67,640	$68,992.70	$70,372.55
After 3 years	$68,947	$71,360	$72,787.14	$74,242.88
After 4 years	$72,741	$75,287	$76,792.38	$78,328.23
After 5 years	$76,743	$79,429	$81,017.21	$82,637.55
After 6 years	$80,962	$83,796	$85,471.50	$87,180.93

Lieutenant	January 1, 2015	January 1, 2016	January 1, 2017	July 1, 2017
START	$85,014	$87,989	$89,749.03	$91,544.01
After 1 year	$89,691	$92,830	$94,686.41	$96,580.14
After 2 years	$94,623	$97,935	$99,893.88	$101,891.76

Section 29.2 Certification Pay

Firefighter/Paramedics shall be eligible to receive the following certification pay:

Fire Service Vehicle Operator	$250
Firefighter III	$500
Fire Officer I	$750

The pay afforded for the certifications listed above (or the equivalent) shall be cumulative for each Firefighter/Paramedic respectively (i.e. a maximum of $1,500). Firefighter/Paramedics shall only be available to receive certification pay for the certifications listed above in the Firefighter/Paramedic group.

Lieutenants shall be eligible to receive the following certification pay:

Incident Safety Officer	$250
Fire Inspector I and/or ICS 300 & 400	$500
Fire Officer II	$750

The pay afforded for the certifications listed above (or the equivalent) shall be cumulative for each Lieutenant respectively (i.e. a maximum of $1,500). Lieutenants shall only be available to receive certification pay for the certifications listed above in the Lieutenant group.

Certification pay shall be paid pro rata during each pay period. Certification pay shall be applicable to pensionable earnings calculations but shall not be considered applicable to base wages for the purposes of computing overtime.

Section 29.3 Pension Pick Up

The City will continue to provide a pension pick-up plan, whereby employee contributions will be made from pre-tax earnings, as long as it continues to be permitted by the Internal Revenue Service Code.

ARTICLE XXX
7G PROGRAM

Effective upon execution of the 2015-2017 contract, the previous side letter for the FLSA 7g work details will be removed and the language now becomes this new section.

In accordance with Article 7(g) of the Fair Labors Standards Act (FLSA), and employee will be paid the straight time hourly rate for work done during the employee's off duty hours. The rate shall be fifteen dollars and twenty-six cents ($15.26). All assigned work shall be between the hours of 8:00am and 5:00pm and shall be paid at the rate of time-and-one-half (1.5) the 7(g) hourly rate described above (i.e. $15.26 x 1.5 = $22.89).

ARTICLE XXXI
RESIDENCY

Residency for the employees covered by this Agreement shall be restricted to twenty-five (25) miles or less from the city limits of Batavia.

ARTICLE XXXII
LAYOFF, BUMPING, RECALL AND REINSTATEMENT

Section 32.1 Layoff Definition and Reason for Layoff

The term "layoff" means the non-voluntary (and non-disciplinary) separation of an

Employee from the active work force due to a reduction in the number of Employee's in the work force. Such reduction in the work force, which may be either permanent or temporary in nature, depending upon the circumstances surrounding the reduction, may be attributable to such factors as:

1. Lack of work, and/or a bona fide lack of funds or a combination of both. A decision by the City to reduce the size of the Fire Department due to the elimination of a position or positions due to merger, reorganization, consolidation of jobs, installation of new equipment or machinery, curtailment or replacement of existing facilities, or the development of new facilities, shall not be subject to the jurisdiction of an arbitrator but the Association reserves its right to bargain as to the effects of any such decision.

A layoff is considered as a temporary separation from service, and does not become a formal dismissal and permanent separation from service until the conclusion or termination of an Employee layoff status.

The layoff, bumping, recall and reinstatement procedures set forth in this Article shall apply to all positions covered by this Agreement.

2 Prior to implementing any involuntary layoff of any active employee(s), the City shall provide at least 60 days written notice to the Association together with a statement of the reasons supporting its proposed action. The Association may require the City to negotiate as to the Association's proposed alternatives to the proposed layoff by serving a demand to bargain notice within 10 days of receiving the City's notice. Negotiations shall continue for a period of 30 days or longer if the parties mutually agree to extend negotiations. If no agreement is reached, the City may implement its proposed layoff(s) subject to the Association's right to grieve the City's action.

In addition, prior to implementing any layoffs, the City shall issue a final statement of its reasons for the action which shall include a specification of any savings resulting and any effect on the response times of fire companies to emergency calls as compared to existing response times. The grievance process shall stop after Step 4.

Section 32.2 Order of Layoff and Bumping

The order of layoff and bumping shall be as provided by 65 ILCS 5/10-2.1-18.

Section 32.3 Notice of Layoff

The City will give at least two (2) weeks' written notice to those employees to be laid off indefinitely, and will allow them to take necessary vacation leave, personal leave and compensatory time to seek other employment.

Section 32.4 Benefits Following Layoff

Employees who are laid off, and elect to go on layoff status, may request and use their accumulated compensatory time, personal leave, and vacation leave. Furthermore, should a laid off employee subsequently be appointed (on either a temporary or a permanent basis) to a position which is outside the bargaining unit, that employee's layoff status (and recall right) shall not be terminated or jeopardized.

Employees who are laid off, and elect not to go on layoff status, shall be considered dismissed and they may, provided and to the extent they are eligible, receive their final payment for accumulated compensatory time, vacation leave and sick leave. This also applies to employees whose layoff status is terminated in accordance with the provisions below.

Section 32.5 Termination of Layoff Status

An employee's layoff status (and recall right) shall be terminated, and the employee shall be considered dismissed, when the employee fails to return to work when recalled, as set forth hereinafter. An employee's layoff status shall not otherwise be terminated except upon the request of the employee.

Section 32.6 Salary, Benefits and Conditions of Employment after Bumping

Employees who are bumped to a lower-rated position classification in accordance with the bumping procedure set forth herein shall receive the appropriate salary and benefits, and be subject to the other conditions of employment, as set forth in this Agreement for their new position classification.

Section 32.7 Recall and Reinstatement

Definitions

1. Recall

   The term "recall" means the procedure whereby an employee who has been laid off and is then on layoff status may, under certain circumstances, be allowed to return to the active work force.

2. Reinstatement

   The term "reinstatement" means the procedure whereby an employee who has been bumped to a lower-rated position classification and is currently on reinstatement status may, under certain circumstances, be allowed to return to a position within his/her previous position classification.

Section 32.8 Recall Procedure

In the event of an increase in the number of authorized positions or a decrease in the active work force, either of which that involves a position classification from which employees were laid off, and provided that the necessary authorization has been given for the resultant position vacancies to be filled, then those employees who are still on layoff status from that particular position classification shall be recalled in the reverse order of their layoff. No new employees shall be appointed within the ranks of those employees covered by this Agreement until the laid off employees have been given an opportunity to return to work, whether or not it is in a lower classified position or not.

Section 32.9 Reinstatement Procedure

In the event of an increase in the number of authorized positions or a decrease in the active work force, either of which that involves a position classification from which employees were bumped, and provided that the necessary authorization has been given for the resultant position vacancies to be filled, then those employees who were bumped from that particular position classification shall be reinstated in the reverse order of their bumping. No existing employees shall be promoted within the Fire Department until the bumped employees have been given an opportunity to return to their original position classification.

Section 32.10 Recall Notification

The City shall send a notice of recall by certified mail to an employee eligible for recall under this Agreement at the Employee's last designated address. The employee must make written application for recall within fourteen (14) days of the date of receipt of the certified mail.

If the employee fails to respond to the notice of recall, or declines the recall, then the Employee's layoff status (and recall right) shall be terminated, and the employee shall be considered dismissed. It shall be the employee's obligation to keep the City informed of any change of address, and if certified mail mailed to the last address furnished by the employee is returned, any recall rights shall be terminated as of 14 days following the first delivery attempt.

An employee recalled from a layoff shall be required to submit to examination by a physician designated by the Board of Fire and Police Commissioners to determine physical fitness to return to duty, if at the time the notice of recall is delivered, it has been more than one (1) year from the date of the employee's last physical from which the employee's physical fitness to return to duty could be ascertained. The employee must then report back to work within ten (10) calendar days of the date of examination by the physician, if approved for work. If the employee fails the physical exam, he will have fifteen (15) days to provide information and/or additional test results to the department's physician for reevaluation. Failure to ultimately pass a fitness for duty examination shall have the effect of eliminating the employee's right to reinstatement.

ARTICLE XXXIII
DRUG/ALCOHOL POLICY

Section 33.1 Policy Statement

The Employee and the City agree that the use of illegal drugs, and the abuse of legal drugs and alcohol, by all employees of the Fire Department present unacceptable risks to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates the reasonable expectations of the public and the employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol abuse. Employees shall include probationary full-time firefighters, full-time firefighters and full-time lieutenants.

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 City agrees to establish a program that will allow the City to take the necessary steps, including drug and/or alcohol testing, to eliminate such abuse by City employees.

Section 33.2 Definitions

- "Drug(s)" shall mean 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 predated prescription. Thus, the term "drug(s)" includes both abused prescription medications and illegal drugs. In addition, it includes "designer drugs" which may not be listed in the controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Drugs covered by this policy, include, but are not necessarily limited to the following:

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

- "Impairment" due to drugs and/or alcohol shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug and/or alcohol in his/her body. Where impairment exists (or is presumed) incapacity for duty shall be presumed.
- "Positive Test Results" shall mean a positive result on both a confirming test and initial screening test. If the initial test is deemed negative no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug

metabolite concentrations at or above the concentration level specified in Section 6 and 12.

- 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 for which a valid, predated prescription cannot be documented, which results in evidence of impairment while on duty.
- The term "alcohol abuse" means the use of alcohol on/or a minimum of eight (8) hours prior to scheduled shift duty, such that at any time during working hours, the level of alcohol indicated in Section 32.12 can be detected via blood/urine sample testing and thus the employee will be presumed to be impaired due to the use of alcohol.

Section 33.3 Prohibitions

Employees shall be prohibited from:

A. Consuming or possessing illegal drugs at any time before, during or after the work day, on any of the City's premises or job sites, including all the City's buildings, properties, vehicles and the employee's personal vehicle while engaged in the business of the City.

B. Possessing, using, selling, purchasing or delivering any illegal drug during the workday or when off duty.

C. Consuming or possessing alcohol at any time during the workday, on any of the City's job sites, including all of the City's buildings, properties, vehicles. The level of alcohol indicated in Section 32.12 can be detected as provided in Section 32.2.E.

D. Failing to report to their supervisor in writing, at the beginning of the shift, any known adverse side effects of any prescription drug(s) or over-the-counter medication which the employee may be taking while on duty.

Violation of these prohibitions may result in disciplinary action up to and including discharge.

No employee shall report to scheduled drills, scheduled meetings, scheduled schools, or scheduled special details, under the influence of any non-prescription drug or alcoholic beverage or the odor of alcohol on -the breath.

No employee shall sleep in off duty at either station under the influence of alcohol or non-prescription drugs.

Section 33.4 The Administration of Tests

1. Informing Employees Regarding Drug and Alcohol Testing

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

2. Pre-Employment Screening

All new employees will be required to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol prior to employment. Any applicant refusing to submit to such required testing shall not be considered for employment.

3. When a Test May Be Compelled

There shall be no across the board or random drug/alcohol testing of employees, except as otherwise provided in this Article. Where there is reasonable suspicion that an employee is under the influence of drugs/alcohol or there is evidence of impairment while on duty, that employee may be required to report for drug testing. A supervisor shall attempt, when reasonable, to have confirmation of reasonable suspicion from at least one other employee at which time the Fire Chief or his designee shall be notified. 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 may be cause for discipline up to and including discharge.

4 Reasonable Suspicion Standard

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

a. Observable phenomenon, such as direct observation of use, possession, and/or the evidence of individual symptoms of impairment resulting from using or being under the influence of drugs/alcohol; such as slurred speech, red eyes, dilated pupils, incoherence, unsteadiness on feet, smell of alcohol or marijuana emanating from the employee's body, inability to carry on a rational conversation, increased carelessness, erratic behavior, inability to perform the job, other unexplained behavioral changes, etc.

b. Information provided by an identifiable, reliable and credible source which can be independently corroborated.

5. Drug Alcohol Test Required.

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

a. When an employee has been arrested or indicted for conduct involving illegal drug related activity, on or off-duty.

b. b. When an employee is involved in an on-the-job injury causing reasonable suspicion of drug/alcohol abuse;

c. Whenever an employee of the City of Batavia is involved in an accident and the following conditions are present, the driver is required to be tested as follows:

1. Fatal accidents: Involving a fatality of any person involved in the accident.

2. Non-Fatal accidents:

i. Anytime an employee receives a citation under state or local law for a moving violation.

ii. When any person involved requires medical treatment away from the scene of the accident.

iii. When any involved vehicle requires towing from the scene.

Additionally, if there is reasonable suspicion that an employee was/is under the influence of drug or alcohol at the time of the accident, the employee may be tested regardless of whether there is a fatality, a citation is issued, a personal injury occurs or the vehicle is towed.

If an employee voluntarily requests to be tested, testing shall occur at the City's expense.

6. Order to Submit to Testing.

When an employee is ordered to submit to testing, the City shall provide the employee with a written notice of the order as soon as possible. Normally, such written notice shall be given not later than eight (8) hours following the order to test. The written notice shall set forth all of the objective facts and the reasons for the order to test. The employee shall be permitted to consult with an employee of the department at the time the order is given. No questioning of the employee shall be conducted that is not consistent with the "Fireman's Disciplinary Act." A refusal to submit to such testing may subject the employee to discipline, up to and including discharge. Any employee who takes the test shall not be construed to have waived any objection or rights that he/she may have. When testing is ordered, the employee will be immediately removed from duty and placed on paid leave pending the receipt of results. The officer in charge shall personally take the employee to the testing site, and then return to the fire station after all the testing is completed. The Officer in Charge shall then drive the employee to his/her residence after the employee is relieved from duty pending the test results. If refusing to take a test, the employee should be informed that he/she will be sent home without pay for the rest of the work day and disciplinary action will be taken.

Section 33.5 Conduct of Tests

In conducting the testing herein specified, the City shall:

A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois clinical Laboratory Act, that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA); Examples of approved labs - 1) Delnor Community Hospital or 2) West Chicago Medical Center.

B. Use only a laboratory or facility which uses tamper proof containers, has a chain-of-custody procedure, maintains confidentiality, and preserves specimens for a minimum of twelve (12) months. The laboratory or facility must be willing to demonstrate their sample handling procedures to employeeship representatives upon reasonable notice. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory

or facility shall make such results available to the employeeship representatives upon reasonable notice. At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures, the specimen must be immediately sealed, labeled, and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee.

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

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

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

F. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense:

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

H. Ensure that no employee is subject to any adverse employment action except emergency temporary re-assignment or leave with pay during the pendency of any testing procedure. Any such emergency reassignment or leave shall be immediately discontinued. In the event of a negative test result after the initial shift period, and all records of the testing procedure will be expunged from the employees personnel file;

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

Section 33.6 Drug Testing Standards

1. Initial Screening Test Standard

The following initial immunoassay test cut off levels shall be used when screening specimens to determine whether they are positive for the following (10) ten drugs/classes of drugs.

Initial Test Levels		
Amphetamines	1000	mg/ml
Barbiturates	300	mg/ml
Secobarbital	300	mg/ml
Pentobarbital	1000	mg/ml
Phenobarbital	3000	mg/ml
Butabarbital	1000	mg/ml
Senzodiazepines	300	mg/ml
Cocaine Metabolites	300	mg/ml
Marijuana Metabolites	100	mg/ml
Methadone	300	mg/ml
Methaqualone	2000	mg/ml
Opiate Metabolites	300	mg/ml
Phencyclidine	25	mg/ml
Propozyphene	300	mg/ml
Propozyphene	300	mg/ml
Norphropozyphene	300	mg/ml

2. Confirmatory Test Standards.

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cut off levels listed below. All confirmations shall be by quantitative analysis. Concentrations that exceed the linear region of the standard curve shall be documented.

Confirmatory Test Level		
Amphetamines—Amphetamine	500	mg/ml
Methamphetamine	500	mg/ml
Barbiturates	200	mg/ml
Secobarbital	1000	mg/ml
Pentobarbital	1000	mg/ml
Phenobarbital	1000	mg/ml
Butabarbital	1000	mg/ml
Benzodiazepines	200	mg/ml
Cocaine Metabolites**	150	mg/ml
Marijuana Metabolites*	15	mg/ml
Methadone	200	mg/ml
Methaqualone	2000	mg/ml
Opiates--Morphine	2000	mg/ml
Codeine	2000	mg/ml
Phencyclidine	25	mg/ml
Propozyphene	200	mg/ml
Propozyphene	300	mg/ml
Norpropozyphene	300	mg/ml

*Delta-9-tetra hydrocannabinol-9-carboxylic acid
**Benzoylecgonine

3 Changes in Test Standards

The cutoff levels listed above may be amended based on newly adopted NIDA screening and confirmatory standards.

Section 33.7 Right to Contest

The employee shall have the right to file a grievance concerning any testing permitted by this policy.

Section 33.8 Voluntary Request for Assistance

The City shall take no adverse employment action against an employee who voluntarily seeks treatment, through one of the City's health care providers and/or referrals to other recognized or certified programs, for an alcohol or drug related problem, other than that the City may place the employee on leave during treatment. Employees may obtain referrals and treatment or when otherwise unfit for duty in his current assignment. All such requests shall be confidential. When undergoing treatment, or when otherwise unfit for duty in his current assignment, employees shall be allowed to use: 1) accumulated sick leave; and/or 2) paid leave; and/or 3) be placed on unpaid leave pending treatment- and/or 4) transferred to a position for which he is fit.

If an employee requires leave time for substance abuse treatment, the employee can request that the purpose of the sick leave not be disclosed to his/her immediate supervisor. The department head or designee shall maintain confidentiality regarding the reason for the leave when advising the supervisor of the employee's time way.

Section 33.9 Discipline

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

1. First Positive

In the first instance that an employee tests positive for drugs or is found to meet or exceed the blood alcohol level as specified in Section 32.12, the employee may be subject a suspension. Suspension is conditioned upon the employee agreeing to:

A. Undergo appropriate treatment as determined by the physician(s) involved;

B. Discontinue use of illegal drugs or abuse of alcohol or prescribed drugs;

C. Complete the course of treatment prescribed, possibly including an "after-care" group, for a period of up to twelve (12) months;

D. Submit to random testing during working hours- for a period of "after-care" treatment and/or for a period of up to twelve (12) months.

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

2. Second Positive

Employees for whom there is evidence of impairment due to drugs or alcohol during their working hours on two (2) occasions may be discharged, and the penalty shall not be subject to the grievance procedure. An employee who test positive for the presence of drugs or alcohol during their hours of work on two (2) occasions may be suspended, but only if the employee agrees to continue treatment and to the other conditions of such suspension as specified above.

3. Third Positive

Employees who test positive for the presence of drugs or alcohol a third time may be discharged and the penalty shall not be subject to the grievance procedure.

Section 33.10 Duty Assignment

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

Employees who voluntarily report to the Fire Department that they are taking Prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his/her normal duties may be temporarily reassigned with full pay to other duties.

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

Section 33.11 Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the fire chief or his designee. Test results will not be disclosed externally except when required for disciplinary purposes.

Section 33.12 Alcohol Test Standards

Impairment due to alcohol use/abuse shall be presumed upon a confirmed blood alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood.

Section 33.13 Confidentiality

Confidentiality to treatment of drug and alcohol abuse is essential. Any employee violating the confidentiality may be subject to disciplinary action.

Section 33.14 Health Insurance

Health insurance coverage applies to substance abuse treatment within the terms of each individual's specific policy. The employee assumes the financial responsibility for all services which are not covered by insurance.

Section 33.15 Guidelines

Employees shall abstain from consuming any alcoholic beverage for a minimum of seven (7) hours prior to their scheduled shift duty start time.

Section 33.16 Family and Medical Leave Act

Employees covered by this contract shall be entitled to leave in accordance with the Family and Medical Leave Act of 1993.

ARTICLE XXXIV
PHYSICAL FITNESS

All employees shall be allowed to participate in approved physical fitness to promote good health and to defend against job-related injuries while on duty, unless there are scheduled duties or alarms.

ARTICLE XXXV
TUITION REIMBURSEMENT

Section 35.1 Guidelines

Tuition and registration fees shall be reimbursed to full-time City employees if the course/courses or degree program are related to the employee's current responsibilities or are related to the employee's future potential career development with the City of Batavia.

Section 35.2 Preliminary Approval of Tuition Reimbursement

Employees wishing to receive reimbursement of anticipated tuition costs from an accredited college, junior college, or university must make a request for tuition reimbursement no later than September 1st of a given year for any anticipated courses to be taken during the following calendar year. Employees will be notified no later than December 15th of a given year as to whether or not the tuition reimbursement program will be funded and to what extent it will be funded. If there will be less funding than there are requests, Priority will be given to classes in related fields as listed in Article 36.5 D/ii or needed as part of degree programs in related fields. If funded, requests for tuition reimbursement for classes or programs in related fields will be automatically approved within the funding limits. Requests for tuition reimbursement for courses

in unrelated fields will be subject to review and approval by the Fire Chief and the City Administrator prior to enrolling in the course or beginning a degree program.

Along with their written request, the employee must fill in the top half of the "Application for Advance/Reimbursement of Training Expense" form, leaving the section "Payment Advance" blank, but completing the "Estimated Cost." All signatures must be obtained prior to registration for the course. Upon successful completion of a course, reimbursement shall occur as described in section 34.3.

Section 35.3 Reimbursement Schedule

Upon receiving notice that an employee has successfully completed an approved course, the City will reimburse the employee as follows:

- If the employee receives a grade of 'B' or higher they shall receive a reimbursement of 100% of their costs for tuition and student fees.
- If the employee receives a grade of 'C' they shall receive a reimbursement of 80% of their costs for tuition and student fees.
- No reimbursement will be given for grades below 'C' or for classes that are incomplete.
- Under no circumstances will an employee receive more than $4446 in 2011, and $4446 in 2012 per year in tuition and fee reimbursements.

Section 35.4 Termination Payback

An employee who terminates his employment must repay the City for recent tuition reimbursement payments they have received in the following manner:

- For tuition reimbursements received by the employee within one (1) year of their termination date- the employee must repay the City 100% of the reimbursement amount they received during that time period.
- For tuition reimbursements received by the employee more than one (1) year, but less than three (3) years prior to their termination date, the employee must repay the City 50% of the reimbursement amount they received during that time period.

ARTICLE XXXVI
NO SOLICITATION

The City of Batavia (City) acknowledges that the International Association of Firefighter's Local #3436), may be conducting solicitation of City merchants, residents, or citizens. The Union agrees that none of their officers, agents, or employees will solicit any person or entity for contributions or donations on behalf of the City Fire Department or the City of Batavia. The Union agrees that the City and its Fire Department's name, shield or insignia, communications systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees will not be done on work time or in work areas. Neither the Union

nor their agents or representatives may use the words "Batavia Fire Department" or "City of Batavia" in its name, nor describe or represent itself as the "Batavia Fire Department." The Union further agrees that any written or oral solicitation or Batavia residents, citizens or merchants will include the words: "This solicitation is not made on behalf of, nor do receipts go to the benefit of, the Batavia Fire Department, or the City of Batavia." The foregoing shall not be construed as a prohibition of lawful solicitation efforts by the Union directed to the general public, nor shall it limit the City's right to make public comment concerning solicitation. The Union further agrees to provide the Mayor's office with thirty (30) days advance notice in writing before beginning or resumption of any solicitation campaign in the City.

ARTICLE XXXVII
PROMOTIONS

Section 37.1 General

Pursuant to Section 10(e) of the Fire Department Promotion Act, (Public Act 93-411, 50 ILCS 742) (hereinafter the "Act"), and section 15 of the Illinois Public Labor Relations Act. Nothing in this Agreement shall be construed to imply a waiver of the provisions of the Act. It is the intent of the parties that the promotional examinations are to be administered in accordance with the procedures of the Act, except as expressly modified by this agreement. Where other provisions of this Article provide language that is different from the language of the Act, such language shall be construed as supplementary to the language of the Act and not a waiver. The examination process for promotion to the rank of Lieutenant shall be competitive among employees in the rank of Firefighter/Paramedic or Firefighter who meets the eligibility requirements set forth in Section 36.3 below and desire to submit themselves to such process.

Unless otherwise specifically provided in this Article, the promotion process to the rank of Lieutenant shall by administered by the Batavia Board of Police and Fire Commissioners.

Section 37.2 Vacancies

This article applies to promotions to vacancies in the rank of Lieutenant. A vacancy in such rank shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, with exception of the vacancies that may occur in the rank of Firefighter after the initial appointment of three Battalion Chiefs and one Fire Marshal, provided that the positions continue to be funded and authorized by the City. If a vacated Lieutenant position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all the Lieutenant positions that were vacated and not filled due to the lack of funding or authorization have been filled or for a period of 3 years beginning from the date on which the position was vacated whichever occurs first. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted. This article does not apply to temporary or emergency appointments to the rank of Lieutenant that are less than 180 days in length.

Section 37.3 Eligibility for Lieutenant

Except as otherwise provided below, all promotions to Lieutenant shall be made from employees in the next lower rank who have at least 5 years of seniority in the Batavia Fire Department, including probation, and meet the requirements of Fire Officer In-Charge as stated in the Batavia Fire Department Policy Manual. Years of seniority for the purposes of this section shall be defined as the total years of service the employee will have obtained as a Full-Time Firefighter at the conclusion of the calendar year in which the testing is administered.

Section 37.4 Rating Factors and Weights for Lieutenant

All examinations shall be impartial and shall relate to those matters which will test the candidates' ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following 5 components weighed as specified and shall be administered in the following order:

A. Seniority – 10-points
B. Subjective Evaluation - 15 points
C. Assessment Center- 30 points
D. Ascertained Merit – 15 points
E. Written Examination – 30 points

The Association and the City agree that certain unforeseeable circumstances may hinder an applicant's ability to participate in the examination process. If requested by the Association, a make-up examination for a documented emergency may be authorized by the Fire Chief. Upon authorization, the entire examination will be rescheduled and the make-up will be held at the Association's expense.

Section 37.5 Test Components for Lieutenant

37.5. A Written Exam (30 Points)

The written exam shall be based on job-related criteria including required pre-requisite reading materials and shall be administered by an independent testing facility/agency mutually agreed upon by the City and the Association. A listing of any pre-requisite reading materials (agreed upon between the Fire Chief and Association. The Association will not arbitrarily object to the reading materials.) required for testing shall be published at least 120 days before the written test. The written will consist of no fewer than 50 questions and no more than 100 questions that call for specific answers, such as multiple choice, true/false or matching format. Each question on the written examination shall have the same value. Upon completion, the written examination shall be graded and the score provided to the candidate. Prior to leaving the test site, the candidate shall sign a receipt indicating the candidate's score. This receipt shall only be an acknowledgment

that the candidate was provided his/her test score and shall not indicate any other agreement on the part of the candidate. The method for scoring the examination shall be at the discretion of the Fire and Police Commission. A list of scores of all candidate shall be posted in each Fire Station. The written test shall be administered after the final points from all other components are awarded.

37.5. B Subjective Evaluation (15 Points)

A promotion test shall include a subjective evaluation component. Subjective evaluations shall include the following 2 components:

A. Officers Evaluation (5 Points) - This component shall be conducted by the Fire Chief, Deputy Chief, , all three Battalion Chiefs and each candidate's current assigned Lieutenants, provided that the candidate has been assigned to the Lieutenants for ninety (90) days or more as the date the evaluations begin. If the candidate has been assigned to any or all of those Lieutenants(s) less than ninety (90) days, the candidate's previous Lieutenant(s) will be utilized in place of each candidate's currently assigned Lieutenant(s). Each officer on the evaluation panel will evaluate each candidate independently. The evaluation shall be based upon specific job-related performance criteria that shall be disclosed to all candidates 120 days prior to administering the test. An average shall be computed and reported after the highest and lowest score for each candidate has been disregarded.

B. Oral Interview (10 Points) - This component shall be conducted by a panel consisting of: the Fire Chief or his designee, the Director of Human Resources or his/her designee, the Board of Police and Fire Commissioners, and one employee selected by the Association that is: an active employee of a Fire Department located in the Chicago Metro area; who holds or had held the rank of Lieutenant or higher. Each panel employee shall have the opportunity to ask each candidate a series of questions that are job-related and be applied uniformly to all candidates. Each candidate shall be given an overall score by each panel employee after all questions have been asked and responded to. An average shall be computed and reported after the highest and lowest score for each candidate has been disregarded.

Each specific component of the subjective evaluation shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her total score on the subjective component upon the completion of the subjective examination component or its application.

Total points awarded for subjective components shall be administered and be posted before the written examination is administered and before the promotion list is compiled.

37.5. C Assessment Center (30 Points)

This portion of the process shall be conducted by an independent professional service selected by the City. The independent vendor will utilize a panel of chief fire officers from other public sector jurisdictions who collectively possess responsibilities and experience similar to the responsibilities and experience of fire officers in the Batavia

Fire Department. Neither the City nor the Association shall have prior knowledge of the make-up of this panel. The Assessment Center process will include a tactical evaluation(s). The Association will be allowed to have one (1) current Lieutenant from the Batavia Fire Department of their choosing to sit in on the tactical evaluation(s) to observe. The tactical evaluations will be based on Batavia policy and procedures based on the rank of Lieutenant.

37.5. D Ascertained Merit (15 Points)

Ascertained merit points shall be awarded for education (e.g. associates degree in fire science, bachelor's degree in management or business, master's degree in public administration), training, and certification in subjects and skills related to the fire service as outlined below. The basis for granting ascertained merit points, after the effective date of this Agreement shall be published at least 120 days prior to the date ascertained merit points are awarded. All persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points, except that this provision shall not require the City to allow an employee to participate in training or educational opportunities while on duty.

Ascertained Merit points shall be awarded to candidates that have attained certain educational or professional certification as indicated to a maximum of 15 points. A weighted value of fifteen (15%) percent shall apply to this component of the process. The following educational and/or professional achievements shall apply:

37.5.D/i Ascertained Merit: Professional Achievements:		
1.	Fire Officer I as certified by the Illinois State Fire Marshal	= 2 points*
.	Fire Officer II as certified by the Illinois State Fire Marshal	= 5 Points *
	OR	
	Management III	= 1 point
	Management IV	= 1 point
	Tactics II	= 1 point
	Instructor II	= 1 point
	OR	
	Fire Officer III or Chief Fire Officer	= 6 points*
	And	
	Instructor III	= 2 points
	* Candidates may not get credit for both the FOII classes AND the FOII certification; Fire Officer I, II or III are non-cumulative.	
3.	Certifications provided by the Illinois State Fire Marshal	= 1 point each for a maximum of 10 points.

37.5.D/i Ascertained Merit: Professional Achievements:		
4.	National Fire Academy courses listed below:	= maximum 8 points
	Executive Development	= 2 points
	Executive Leadership	= 2 points
	Fire Service Communications	= 2 points
	Organizational Theory in Practice	= 2 points
	Interpersonal Dynamics in Fire Service Organization	= 2 points
	Emergency Medical Services: Management of Community Health Risks	= 1 point
	Management of Emergency Medical Services	= 1 point
	Advanced Leadership Issues in Emergency Medical Services	= 1 point
	Command and Control of Fire Dept. Operations at Multi-Alarm Incidents	= 1 point
	Executive Analysis of Fire Service Operations in Emergency Management	= 1 point
	Command and Control of Fire Dept. Operations at Natural & Man-made disasters	= 1 point
	Command and Control of Fire Dept. Operations at Target Hazards	= 1 point
	Management of Fire Prevention Programs	= 1 point
	Training Program Management	= 1 point

37.5.D/ii Ascertained Merit-Educational Achievements:		
Associates Degree in a related field	= 6 Points	
	Associates Degree	Fire Science
	Associates Degree	Fire Protection and Safety Technology
	Associates Degree	Fire Protection
	Associates Degree	Nursing
	Associates of the Arts Degree	Fire and Safety Engineering Technology
	Associates in Applied Science	Fire Science Technology
Other related field	Registered Nurse	

37.5.D/ii Ascertained Merit-Educational Achievements:		
Associates Degree in an unrelated field	= 3 Points	
Bachelors Degree in a related field	= 9 Points	
	Bachelors of Science	Fire Protection Engineering Technology
	Bachelors of Science	Engineering Technology, Fire Protection and Safety Technology
	Bachelors of Science	Public Administration
	Bachelors of Science	Business Administration
	Bachelors of Science	Management
	Bachelors of Science	Nursing
	Bachelors of Administration Fire	
	Bachelors of Science	Fire Protection Administration
	Bachelors of Science	Fire, Arson and Explosion Investigation
	Bachelors of Science	Industrial Safety and Risk Management
	Bachelors of Science	Occupational Safety and Health Engineering Technology
	Bachelors of Science	Fire Science Management
Bachelors Degree in an unrelated field	= 6 Points	
Masters Degree in a related field	= 12 Points	
	Masters of Science	Fire Administration
	Masters Business Administration	
	Masters of Science	Nursing
	Masters of Science	Fire Protection Engineering
Masters Degree in an unrelated field	= 11 Points	

Points not cumulative

Ascertained merit points shall be awarded for each professional achievement attained and the highest educational achievement attained. The cumulative points awarded shall not exceed the maximum available of 15 points.

Once a candidate is notified of his/her ascertained merit points, the candidate will have ten (10) calendar days in which to object.

37.5. E Seniority (10 Points)

Seniority in service shall be awarded to each candidate at the rate of 1/2 point for each year of service to a maximum of 10 points for 20 years of service. Years of service for the purposes of this section shall be defined as the total years of service the full-time employee will have obtained at the conclusion of the calendar year in which the testing is administered.

Section 37.6 Scoring of Components for Lieutenant

Each component of the promotional test shall be scored on a scale of 100 points. The component score shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a score based upon a total of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such rankings shall constitute the preliminary promotional list. At the request of the Association, monitors may be present for the final tallying of scores for each individual lieutenant candidate. Monitors shall not be allowed for any other portion of the promotional processes.

A candidate on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotional list. The preference shall be calculated as provided under section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotional list shall then be posted at both Batavia Fire Stations and copies provided to all candidates.

Section 37.7 Right to Review for Lieutenant

The Association or any affected employee who believes that an error has been made with respect to eligibility to take the examination, examination result, placement or position on a promotional list, or veteran's preference shall be entitled to a review of the matter by the appointing authority. A grievance may be filed as provided under article XI of this agreement subject to the following conditions:

A. The grievance shall be limited to disputes relating to a claim that the City failed to follow the requirements of this article in administering the test;

B. The grievance shall not involve any claims relating to disputes over the level of ratings or points awarded by the evaluator as to any component of test, other than the accuracy of the computations of the points awarded.

C. The grievance shall not involve any claims relating to disputes over the substantive content of any written exam, subjective evaluation or assessment center, including exam format and design, unless said grievance involves the issue of job relatedness of said content, nor shall the grievance involve the identity of those who conduct such components.

Section 37.8 Promotion for Lieutenant

Whenever a vacancy occurs in the rank of Lieutenant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall promote the person with the highest ranking on the final promotional list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranking person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotional list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at the time of vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to resolution in accordance with the grievance procedure in Article XI of this agreement as limited by Section 7 of this article. Any candidate may refuse a promotion once without losing his or her position on the final promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

Section 37.9 Maintenance of Promotional Lists for Lieutenant

A final eligibility list shall be effective for a period of 3 years. The City shall take all necessary steps to ensure that the City of Batavia maintain in effect, a current eligibility list so that promotional vacancies can be re filled no later than 30 days after a vacancy occurs.

NEW Section 37.10 Review Session

At the conclusion of the examination process, candidates may request a private review session with the Fire Chief and/or his designee(s). As such review session, the Fire Chief and/or his designee(s) will provide the scores of the components of the examination process, provide the reasoning underlying the criteria used in assigning Officers' Evaluation Points (but not the Chief's rationale for any individual's score on the Officers' Evaluation Points component), the rationale underlying the questions posed for the oral interview, as well as gather feedback on the examination process from the candidate.

The parties agree that the substance of such feedback or reasoning is provide solely for the purpose of providing insights to the candidate to foster personal growth and improve performance and, consistent with Section 37.7 (Right of Review), shall not be subject to a grievance.

ARTICLE XXXVIII
BATTALION CHIEF AND FIRE MARSHAL POSITIONS

Section 38.1 Establishment of the Battalion Chief and Fire Marshal Positions

Section 38.2 Eligibility for Battalion Chief

Unless it is wholly impracticable, all appointments to Battalion Chief shall be made from current employees of the Batavia Fire Department who hold the rank of Lieutenant and are certified Fire Officer II, or become certified Fire Officer II within one (1) year after promotion. If there are not at least (3) candidates, the appointing authority may extend the process to qualified candidates outside the City to be placed in consideration in addition to all eligible internal candidates. Candidates from outside the City must also be Fire Officer II and have at least five (5) years of experience in a fire department or district as a sworn, full-time firefighter, 3 years of which must be at the rank of Lieutenant or above, and must currently hold the rank of Lieutenant or above.

Section 38.3 Eligibility for Fire Marshal

Unless wholly impracticable, all appointments to Fire Marshal shall be made from current employees who are certified Fire Prevention Officer I (or equivalent) and Fire Officer I, or become certified Fire Prevention Officer I (or equivalent) and Fire Officer I within one (1) year after promotion. If there are not at least three (3) internal candidates the appointing authority may consider outside candidates in addition to the internal candidates. Candidates from outside the City must also be Fire Prevention Officer I (or equivalent) and Fire Officer I and have at least five (5) years of experience in a fire department or district, 3 years of which must be at the rank of Lieutenant or above, and must currently hold the rank of Lieutenant or above or the equivalent.

Section 38.4 Battalion Chief Selection Process

The selection process for Battalion Chief will utilize the following steps:

A. Lieutenant Focus Groups – The Human Resources Department shall conduct focus group interviews with Lieutenants who have not applied for the Battalion Chief Position on what qualities are desired in a Battalion Chief. If all Lieutenants apply for the open Battalion Chief position or positions, Step A of this process will be skipped.

B. Firefighter Focus Groups–The Human Resources Department shall conduct focus group interviews with firefighters on what qualities are desired in a Battalion Chief.

C. Assessment Center – The City shall contract with an outside firm to conduct an objective and interactive assessment center to evaluate all qualified candidates for Battalion Chief.

D. Initial Interviews – All candidates shall be interviewed by an interviewing team consisting of: a Human Resources Representative, the Fire Chief, the Deputy Fire Chief, a Lieutenant who is selected by the Association and not a candidate for Battalion Chief, and a Firefighter selected by the Association. If all Lieutenants apply for the open Battalion Chief position or positions, the Association may select an additional Firefighter in lieu of a Lieutenant.

E. Second Interviews – The interviewing team from Step D shall conduct second interviews with all candidates. Questions shall be based on discussions of each candidate by the interviewing team.

F. Discussion and recommendation – The interviewing team shall discuss each of the candidates' qualifications and performance during each step of the interview process. Each of the interviewing team other than the Fire Chief shall rank the candidates based on their performance in the process. A composite score will be given to each of the candidates and a ranked list of candidates will be created. Said ranked list shall remain confidential and be released only to the Fire Chief and City Administrator and not be made available to the candidates.

Final Selection - the Fire Chief shall review the initial ranked list of candidates produced by the interviewing panel, and give it full consideration. A final ranked list of candidates shall be created by the Fire Chief with the approval of the City Administrator based on 1) the initial rankings of the interviewing team, 2) the previous work history of each candidate, 3) the performance of each candidate in the Assessment Center, and 4) the Fire Chief's own assessment of the performance of each candidate in the selection process. The final ranked list shall be made public to the candidates and the top candidate or candidates will be appointed to the rank of Battalion Chief. The final ranked list will remain in effect for one (1) year after it has been posted. If a vacancy occurs in the Battalion Chief rank less than one year after the posting of the final list, the Chief must choose between the first and second person on the list to fill the vacancy. If a vacancy occurs more than one (1) year after the posting of the final list, a new selection process will be conducted and a new list will be produced. The determination of the Fire Chief and City Administrator on these matters shall be final and only subject to grievances under Article XI based on objective criteria (e.g. miscalculation of total points, etc.).

Section 38.5 Fire Marshal Selection Process

A. Interviews- All eligible candidates shall be interviewed by an interviewing team consisting of: a Human Resources Representative, the Fire Chief, the Deputy Fire Chief, and one Firefighter or Lieutenant selected by the Association.

B. Second Interviews- The interviewing team from Step A shall conduct second interviews with all eligible candidates. Questions shall be based on discussions of each candidate and their performance in the initial interview by the interviewing team.

C. Discussion and recommendation- The interviewing team shall discuss each of the candidates' qualifications and performance during each step of the interview process. Each member of the interviewing team other than the Fire Chief shall issue rank the candidates based on their performance in the process. A composite score will be given to each of the candidates and a ranked list of candidates will be created. Said ranked list shall remain confidential and be released only to the Fire Chief and City Administrator and not be made available to the candidates.

D. Final Selection- the Fire Chief shall review the ranked list of candidates and give it full consideration. A final decision shall be made by the Fire Chief with the approval of the City Administrator based on the recommendations of the interviewing team, the previous work history of each candidate, and the performance of each candidate in the interviewing process. The determination of the Fire Chief shall be final and not be subject to grievances under Article XI.

Section 38.6 Probationary Period and Demotion Process for Battalion Chief and Fire Marshal

All newly appointed Battalion Chiefs and Fire Marshals shall serve a probation period of one year. A formal, written mid-probation review shall be conducted by Fire Department Administration for each newly appointed Battalion Chief and Fire Marshal. This review shall occur no later than 190 days after the initial appointment date. The purpose of the review shall be to rate the newly appointed Battalion Chief or Fire Marshal on his/her progress as well as to give recommendations on how performance could be improved. If no more than 45 days nor less than 30 days prior to the end of the probation period, the Fire Chief gives written notice to the City Administrator that an appointed Battalion Chief or Fire Marshal should not remain a Battalion Chief or Fire Marshal and be reduced to his/her prior rank, or if an individual fails to obtain required certifications within one year of appointment as described in Sections 2 and 3 above, written notice shall be given to the impacted employee no less than 30 days prior to the end of the probation period. If the impacted employee wishes to appeal the Fire Chief's recommendation to the City Administrator, he or she may do so, by delivering to the City Administrator no later than 20 days prior to the end of the probation period a written notice of his or her desire to appeal and the reasons therefore. The City Administrator shall have 14 days from receipt of the written appeal to issue a written decision regarding the appeal. The decision of the City Administrator shall be final.

<u>If after the probation period</u> the Fire Chief gives written notice to the City Administrator that a Battalion Chief or Fire Marshal should not remain in his or her position and be reduced to his/her prior rank, written notice of said proposed reduction shall be given to the impacted employee no

less than 30 days prior to the proposed effective date. If the impacted employee wishes to appeal the Fire Chief's recommendation to the City Administrator, he or she may do so, by delivering to the City Administrator no later than 15 days prior to the end of the probation period a written notice of his or her desire to appeal and the reasons therefore the City Administrator shall have 15 days from receipt of the written appeal to issue a written decision regarding the appeal. The decision of the City Administrator shall be final.

An appointed Battalion Chief or Fire Marshal may voluntarily step down from his or her position, upon a minimum of 14 days written notice to the Fire Chief. Employees who are either voluntarily or involuntarily reduced in rank shall revert back to the rank of Lieutenant with pay and benefits commensurate with said rank without loss of seniority.

ARTICLE XXXIX
SAVINGS CLAUSE

If any provision of this Agreement shall be rendered or declared unlawful, invalid or unenforceable by virtue of judicial or legislative actions, or by any other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. The parties shall then meet to negotiate over the specific article, section, clause or language affected.

ARTICLE XXXX
DURATION

This Agreement shall be effective from 1-1-2015 and shall remain in full force and effect until 12-31-2017.

It shall remain in effect from year-to-year thereafter unless notice of modification is given in writing by certified mail, or hand delivered, by either party, no later than one hundred twenty (120) days preceding the expiration date. The notice shall be considered as given as of the date shown on the postmark, or the date of the hand delivery in which case a written, dated receipt shall be made.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part therefore, between the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on this the 1st day of February, 2016.

CITY OF BATAVIA:

By: _____
Mayor

(SEAL)

_____
City Clerk

Local 3436 IAFF

By: _____
President

APPENDIX I
ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS
[REFERENCE: SECTION 13.3]

I. Notice to Employee

I, _____, a member of the Batavia Fire Department, and a member of a bargaining unit represented by the Batavia Fulltime Fire Fighters Association, Local 3436, International Association of Fire Fighters, being proposed for discipline by the City, have been informed of my options to dispute discipline in accordance with the Collective Bargaining agreement between the City and the Union. I understand that I may elect to pursue a grievance over such discipline (option A), or I may choose to dispute the discipline before the City's Board of Fire and Police Commissioners (option B), but not both. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other. I further understand I must present this Notice to the Union within three days, (the Union must advise within an additional seven days whether it will pursue this matter to arbitration on my behalf) and that the Union has the final authority on whether to approve this matter for arbitration. If I elect arbitration and the Union declines to authorize arbitration of this matter for any reason, this does not waive my statutory rights under Article 10 of the Illinois Municipal Code to have the matter heard by the Board of Fire and Police Commissioners.

I have been given a written notice of the proposed discipline and the factual basis thereof. This notice has been presented to me on _____, 20____. I have the (10) calendar days, exclusive of today, to return this notice to the Fire Chief, or designee, indicating my choice of disciplinary forum. If I do not return this form electing arbitration then the proposed discipline will be subject to the Board of Fire and Police Commissioners.

Fire Chief or Designee: _____

Employee: _____

Local 3436 Representative: _____

II. Election

I have had an opportunity to discuss these options with a union representative and choose to dispute the proposed discipline before the following forum:

A. Grievance Arbitration

By selecting the grievance process alternative, I acknowledge my understanding that the Fire Chief has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator. Unless a settlement is reached, an arbitrator will determine whether the discipline was imposed with just cause, and whether the

discipline was excessive. By election to file a grievance over my discipline I hereby release the City, the Board of Fire and Police Commissioners and the Union, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I hereby elect the grievance arbitration procedure and waive my rights to a hearing before the Board of Fire and Police Commissioners. I understand that I
have three (3) calendar days from my receipt of this notice to request authorization to arbitrate this matter from the Union, and that the Union has seven (7) additional days to submit this document as a request to arbitrate to the City Administrator or his designee. This document will be considered my grievance. In the event that the Union declines to arbitrate this matter or does not return this document within ten (10) calendar days from the notice of the Decision to Discipline, the discipline will be subject to the jurisdiction of the Board of Fire and Police Commissioners.

Employee: _____
Date: _____

This disciplinary charge is hereby approved for arbitration by the Batavia Full-Time Fire Fighters Association, Local 3436, International Association of Fire Fighters. This document serves as written notice advancing this matter for arbitration in accordance with the Collective Bargaining Agreement:

Union: _____
Date: _____

B. Board of Fire Commissioners

By selecting an appeal of discipline before the Board of Fire and Police Commissioners, I understand that I will have a hearing over such discipline before the Board in accordance with their rules and the laws of the State of Illinois. I agree that such hearing shall be a waiver of the grievance/ arbitration procedures of the collective bargaining agreement between the City and the Union. By election to have a hearing before the Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the City, the Board of Fire and Police Commissioners and the Union, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election. I understand that this hearing will be subject to the Rules and Regulations of the Board of Fire and Police Commissioners.

I hereby elect the Board of Fire and Police Commissioners and waive my rights to the grievance/arbitration procedures of the collective bargaining agreement between the City and the Union. I hereby acknowledge that charges will be filed with the Board of Fire and Police Commissioners requesting my discipline. This document will be considered my request for a hearing concerning this discipline.

Agreed: _____
Date: _____

Witness: _____
Date: _____

Received by the Fire Chief's Office: _____

Date: _____

APPENDIX II
SIDE LETTER REGARDING DRUG/ALCOHOL POLICY

The parties agree to meet and confer in labor/management meetings for the purposes of reviewing and updating Article XXXII – Drug Alcohol Policy as appropriate during the course of this Agreement. At the mutual consent of both parties, changes to the Policy may be implemented mid-term as an addendum to this Agreement. Nothing contained within this side letter obligates either party to agree to changes to the Policy.

By:

William McGrath, City Administrator

Date

Scott Stephens, Union President

Date

Randy Deicke, Fire Chief

2-25-16
Date

Jerry Marzullo, Labor Counsel

Date