

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF PEORIA, ILLINOIS**  
**AND**  
**PEORIA FIREFIGHTERS**  
**UNION LOCAL 50**

Effective Date: January 1, 2008  
Expiration Date: December 31, 2010

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## **AGREEMENT**

THIS AGREEMENT, entered into this 8th day of July, 2008 between the CITY OF PEORIA, ILLINOIS (the Employer) and LOCAL 50 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, (the Union):

## **PREAMBLE**

**WHEREAS**, the City has endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with certain of its full time employees insofar as such practices and procedures do not interfere with the City's right and obligation to operate effectively in order to best serve the City and its residents, and to make clear all basic terms upon which such relationship depends; and

**WHEREAS**, it is the intent and purpose of the Parties to set forth herein their agreement covering rates of pay, wages, hours of employment and all other conditions of employment; and to provide the procedure for the prompt and peaceful settlement of grievances respecting the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein contained, the Parties do mutually promise and agree as follows:

## **ARTICLE 1** **RECOGNITION**

**SECTION 1.1 - UNION RECOGNIZED:** The City recognizes Local 50 of the I.A.F.F. as the exclusive bargaining agent for the purpose of establishing the wages, hours and terms and conditions of employment, for all full time, permanent employees who are in the classification of Firefighter, Fire Engineer, Fire Captain, and Battalion Chief, but excluding Fire Division Chief, Assistant Fire Chief, and Fire Chief. Newly established positions within the bargaining unit will be bargained to the extent required by law.

**SECTION 1.2 - AUTHORITY OF BARGAINING UNIT EMPLOYEES:** It is agreed that bargaining unit employees holding positions with any supervisory authority and/or responsibility, and those bargaining unit employees who may from time-to-time temporarily serve in a higher non-bargaining unit position having such authority and/or responsibility, shall have no authority or power to bind the City in labor relations matters (including but not limited to the commission of acts constituting grievances, or the resolution of grievances filed) unless expressly authorized in advance to do so by the Fire Chief. It is further agreed that such employees' acts or failures to act shall not constitute, nor form the basis of unfair labor practice charges against the City, unless their actions or failures to act were expressly authorized in advance by the Fire Chief or his designee.

## **ARTICLE 2** **UNION RIGHTS**

**SECTION 2.1 - DUES DEDUCTION:** The City agrees to continue to deduct, according to the current practice of the Parties, the dues, assessments, and initiation fees for the Union upon the receipt of a written and signed authorization form from any employee. Such money deducted shall be remitted to the official designated by the Union for receipt of such funds in accordance with the current practice. The Union shall advise the City, in writing, of any change in the amount to be deducted at least fifteen (15) days prior to the effective date of the change. Employees in the bargaining unit who do not currently belong to the Union shall be given the opportunity to join. If they fail to join, they will be required to pay a fair share of the costs of collective bargaining as required by Section 2.2 below.

**SECTION 2.2 - PAYMENT OF FAIR SHARE:** Any present employee who is not a member of the Union shall be required to pay, as a condition of employment, a fair share of the costs of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, terms and other conditions of employment, but such amount shall not in any event exceed the amount of dues and assessments required of members of the Union. All employees hired on or after the effective date of this Agreement who have not made application for membership in the Union and authorized deduction of dues, on or before the thirtieth (30th) day of employment, shall also be required to pay a fair share as defined above.

**SECTION 2.3 - LIMITATIONS ON FAIR SHARE:** With respect to any employee on whose behalf the City has not received a written authorization for dues deduction as provided above, the City shall deduct from the wages of the employee the fair share financial obligation, including any retroactive amount due and owing and forward the same to the Union in the same manner and time as dues deducted, subject only to the following:

- (a) **Delinquency:** The Union has certified to the City that the affected employee has been delinquent in his obligations set forth above for at least thirty (30) days;
- (b) **Notice to Employees:** The Union has certified to the City that the employee has been notified in writing of his obligations and the requirements of this Agreement, and that the employee has been advised by the Union of the manner in which the fair share fee was calculated;
- (c) **Opportunity to Object:** The Union has certified to the City that each affected employee has been given a reasonable opportunity to prepare and submit any objections to the fair share payment and been afforded an opportunity to have said objections (including but not limited to those based upon the tenets of a bona fide religion) adjudicated by the Board through its procedures established under the Illinois Public Labor Relations Act and the Rules and Regulations of the Board;
- (d) **Adjudication of Objections:** With regard to the opportunity to have objections adjudicated, all such objections shall be annually consolidated for purposes of hearings by the Board. The Union shall notify all affected employees of this forum for resolving objections, providing the affected employees with the address and telephone number of the Board offices;
- (e) **Escrow of Fair Share Payments:** Fair share deductions concerning which objections are filed shall be deposited in an interest bearing escrow account in accordance with applicable law and court decisions. Employees whose objections are sustained shall have the appropriate amount of disputed deductions returned to them, together with a pro rata share of the interest earned. Those fair share deductions found to have been appropriate shall be given to the Union at the conclusion of the objection procedure, together with a pro rata share of the interest earned.

**SECTION 2.4 - UNION INDEMNIFICATION:** The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability and for all legal costs that shall rise out of or by reason of action taken or not taken by the City in properly complying with the provisions of this Article. The Union agrees to refund to the City any amount paid to the Union in error on account of this dues deduction provision within fifteen (15) days.

**SECTION 2.5 - UNION ACCESS:** One (1) Union representative shall have access to the premises of the City in order to help resolve a serious dispute or problem. In order to receive access, the representative must provide notice to the appropriate City representative and make arrangements not to disrupt the work of employees on duty.

**SECTION 2.6 - BULLETIN BOARDS:** The Fire Department will provide space in each facility for the posting of official Union notices. Such space may be a separate bulletin board or a portion of a regular board, but in each case, the area is to be marked "Union Notices". The Union agrees to keep such postings professional in appearance and in content.

**SECTION 2.7 - PERSONNEL RECORDS:** Employees shall have the right to review all personnel records maintained by the City or its representatives concerning the employee, to the extent provided by the Illinois Personnel Records Act. If requested, employees shall be given a copy of such information and shall have the right to affix a rebuttal statement to any material with which the employee objects.

Any violations of this provision shall be enforceable exclusively through the grievance procedure and the arbitrator shall have the authority to remedy the violation as per Section 12 of the Illinois Personnel Records Act.

**SECTION 2.8 - OUTSIDE EMPLOYMENT:** Permanent City employees may not carry on any private business, undertaking, or employment which affects the time or quality of their work or which casts discredit upon or creates embarrassment for the City government.

**SECTION 2.9 – UNION TIME OFF FOR LOCAL UNION BUSINESS:** Members of the Executive Board of the Union will be allowed time off without loss of pay for Union meetings, negotiations, or Executive Board meetings, to carry out the work of the Union. The total number of hours allowed annually for the Executive Board will be six hundred (600) hours. The City will not be required to hire back to cover their vacated positions.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

**SECTION 3.1 - MANAGEMENT RIGHTS:** Except as otherwise provided elsewhere in the terms of this Agreement, the City shall retain its inherent management rights, that shall include such areas of discretion or policy as the functions of the City, the standards of services, its overall budget, the organizational structure, selection of new employees, examination techniques, and direction of employees; to promote, suspend, discipline or discharge, to lay off or relieve employees due to lack of funds or in the event the Employer reduces the level of service by closing a Fire Station and/or eliminating one or more Fire Companies; to make, publish and enforce reasonable rules and regulations; to introduce new or improved methods, equipment or facilities, provided that no right enumerated in this Agreement shall be exercised or enforced in a manner contrary to the provisions of this Agreement.

**SECTION 3.2 - DETERMINATION OF AUTHORITY:** The Mayor and the City Council of the City have the sole authority to determine the purpose of the mission of the City and the amount of budget to be adopted.

**SECTION 3.3 - AUTHORITY FOR APPOINTMENTS:** Authority to make appointments to positions in the Fire Service is vested in the Employer.

### **ARTICLE 4**

#### **NON-DISCRIMINATION**

**SECTION 4.1 - EMPLOYMENT POLICY:** Neither the City nor the Union shall discriminate against any employee covered by this Agreement based on the protected class status of race, color, national origin, age, sex, religion, mental and/or physical disability, or any other form of discrimination prohibited by applicable Federal, State, or Local laws.

**SECTION 4.2 - AGE REQUIREMENT:** All employees shall be retired no later than January 2nd of the fiscal year after they attain age sixty-five (65) or such other mandatory retirement age above sixty-five (65) as set by Federal and/or State law.

**SECTION 4.3 - EMPLOYEE DISCRIMINATION:** Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become, or not become members of the Union, and there shall be no discrimination against any such employee(s), by either Party, because of lawful Union membership or non-membership status.

**SECTION 4.4 - EMPLOYMENT PRACTICE:** Family members shall not be employed in positions which could be considered a conflict of interest. The Chief of the Department may reassign persons to avoid such conflicts to the extent permitted by law. For this purpose, a member of a family is defined as a mother, father, brother, sister, husband, wife, son, daughter, mothers and fathers-in-law, son or daughter-in-law, step-children and any person living in your household.

**SECTION 4.5 - GENDER CLAUSE:** The use of the masculine pronoun throughout this Agreement has been adopted by the Parties for clerical convenience and shall in all instances include the feminine gender as well as the masculine.

## **ARTICLE 5** **GRIEVANCE**

**SECTION 5.1 - DEFINITION:** A grievance shall be defined as a dispute arising between the Parties concerning a violation or alleged violation of this Agreement, or concerning any documented past practice (see Appendix A), or disciplinary action taken by the City.

**SECTION 5.2 - GRIEVANCE PROCEDURE:** The Union and/or any employee may file a grievance. It is the intention of both Parties to promptly address grievances and to settle disputes at the lowest possible level.

**Oral Presentation:** An employee, or an employee and his/her Steward, shall first attempt to resolve the grievance orally with the immediate Battalion Chief or equivalent supervisor within ten (10) days of the discipline or other type of event giving rise to the grievance. This Chief will attempt to resolve the dispute whenever possible and if not settled, stating reasons why settlement was not possible. Grievances settled at the oral level do not have precedent on future grievances.

**Step One:** If the grievant desires to further process the grievance, it shall be delivered in writing within ten (10) calendar days of the oral denial to the appropriate Fire Division Chief. Grievances shall be delivered on forms mutually developed and supplied by the City. The Fire Division Chief shall investigate the grievance and meet with the grievant and/or his representatives within seven (7) calendar days of receipt of the grievance. If the grievance is not resolved, the Fire Division Chief shall issue his written answer to the grievant and his representatives within ten (10) calendar days of receipt of the grievance, including his reasons for denial.

**Step Two:** If the grievant desires to further process the grievance, the grievance may be referred in writing to the Fire Chief or his designee, who shall be a person different than the person who handled the Step One grievance, and who shall be of a rank equal to, or higher than, the Step One person, within ten (10) calendar days of the receipt of the Step One response. The Fire Chief or his designee shall meet with the grievant and/or his representatives within seven (7) calendar days of receipt of the grievance. If the grievance is not resolved, the Fire Chief or his designee shall issue his written answer to the grievant and his representatives within ten (10) calendar days of receipt of the grievance, including his reasons for denial.

**Step Three:** If the grievant desires to further process the grievance, the grievance may be referred in writing to the City Manager or his designee within ten (10) calendar days of the receipt of the Step Two response. The City Manager or his designee shall meet with the grievant and/or his representatives within seven (7) calendar days of receipt of the grievance. If the grievance is not resolved, the City Manager or his designee shall issue a written answer to the grievant and his representatives within ten (10) calendar days of receipt of the grievance, including reasons for denial.

**Step Four:** If the grievance is not settled in Step Three, and the Union desires to refer the grievance to arbitration, it may do so by notifying the City Manager in writing within fourteen (14) calendar days of receipt of the Step Three response.

**SECTION 5.3 - EMPLOYEES' RIGHTS TO FILE GRIEVANCES:** Nothing in this grievance procedure shall be construed as limiting the right of individual employees to file and process grievances without the intervention of the Union through Steps 1, 2, and 3; provided, however, that only the Union shall have the right to refer grievances to arbitration (Step 4). In the event that an employee files a grievance without the intervention of the Union, the City shall provide the Union a copy thereof within twenty-four (24) hours of receipt. The Union shall be notified of all meetings concerning the grievance and be afforded an opportunity to be present. No settlement of such grievance shall be made if the same would be inconsistent with the terms of the Agreement between the City and the Union. Should the Union believe that a settlement of the grievance is inconsistent with the terms of this Agreement, it shall have the right to file a grievance.

**SECTION 5.4 - ARBITRATION:** In the event that the Union elects to refer a grievance to arbitration, the representatives of the Parties shall meet within ten (10) days of the City's receipt of notice of referral. At this meeting, the representatives shall determine if the need for post-hearing briefs can be avoided for the particular grievance arbitration. It is the general intent to reduce the time and cost of arbitration, and limiting the use of post-hearing briefs is seen as one method of meeting the intent of the Parties. Also, at the meeting, the Parties shall attempt to agree on an arbitrator. Absent an agreement on the grievance arbitrator, the Parties, by joint letter, shall request that the Federal Mediation and Conciliation Service (FMCS) submit a panel list of seven (7) arbitrators who shall be members of the National Academy of Arbitrators. The representatives of the Parties shall meet within ten (10) days of their receipt of this list from FMCS and engage in a mutual striking process to select an arbitrator. Each Party shall have the right to reject one (1) entire list, provided such rejection occurs within five (5) days of the receipt of the list. The Parties shall alternately strike a name from the list until there is one (1) name remaining, with the order of striking to be determined by coin toss. The remaining name shall be the arbitrator. The arbitrator shall be notified of his/her selection by joint letter, requesting that a hearing be scheduled in Peoria, Illinois on mutually agreed dates, subject to the reasonable availability of the Parties and their representatives.

**SECTION 5.5 - AUTHORITY OF ARBITRATOR:** The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide the issue(s) presented and fashion an appropriate remedy. The arbitrator's decision shall be rendered and delivered in writing to the Parties within thirty (30) days of the close of hearings or the submission of post-hearing briefs, whichever is later. Post-hearing briefs shall be filed simultaneously by the Parties on the date established by the arbitrator. The decision of the arbitrator shall be final and binding on the City, the Union, and the affected employee. The passage of a City fiscal year after the filing of a grievance, but prior to an arbitrator's decision, shall not impair the jurisdiction of the arbitrator to issue retroactive relief.

**SECTION 5.6 - COSTS OF ARBITRATION:** The costs of the arbitration, including the fees of the arbitrator, the costs of a court reporter, and the cost of a copy of the written transcript of the hearing for the arbitrator, shall be divided equally by the Parties. Each Party shall be responsible for compensating its own representatives presenting the case, as well as purchasing its copy of the transcript, if it so desires. Employees of the City called to testify at the arbitration shall be released from duty for such purposes without loss of pay or benefits.

**SECTION 5.7 - TIME LIMITS:** The time limits set forth in the grievance procedure shall be adhered to unless extended in writing by mutual agreement of the Parties. All references to "days" shall be deemed to be calendar days. The City shall, in a step of the grievance procedure, answer the grievance in writing. The last written response shall be the City's answer to the grievance for the purposes of arbitration. If the City fails to answer a grievance within the time limits set forth for a particular step, the grievant may treat the grievance as denied and appeal to the next step. If the grievant fails to file an appeal within the stated time limits, the City may choose not to process the grievance further.

**SECTION 5.8 - INVESTIGATION AND DISCUSSION:** When investigating and settling a grievance, an employee may be released from work without loss of pay for a period of up to two (2) hours to investigate, write up the grievance, and meet with the concerned parties. If an employee asks to be represented by the Union or Association grievance committee, the City will allow the employee and one (1) member of the grievance committee

two (2) hours off with pay to investigate the grievance. While meeting with management to resolve the issue, the employee and two (2) members of a grievance committee will be paid if the meeting is held on their work time.

## **ARTICLE 6**

### **NO STRIKE AND NO LOCKOUT**

**SECTION 6.1 - NO STRIKE:** The Union and the employees covered by this Agreement recognize and agree that the rendering of services to the community cannot, under any circumstances or conditions, be withheld, interrupted, or discontinued, in such a way that to do so would endanger the health, safety and welfare of the inhabitants of the City. Therefore, during the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slow down, (a concerted effort to systematically delay or diminish services to the City), work stoppage, strike, or sympathy strike, by bargaining unit employees. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, engage in or promote any lockout of employees covered by this Agreement.

**SECTION 6.2 - UNION RESPONSIBILITY:** In the event of a violation of Section 6.1 of this Article, the Union agrees to notify all bargaining unit members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during an interruption which may be caused or initiated by others, and to encourage employees violating Section 6.1 to return to work.

**SECTION 6.3 - PENALTY:** The Employer may discharge or discipline any employee who violates Section 6.1. The Union agrees that the City has the right to deal with any such strike activity by the above measures, including suspension without pay on any, some or all of the employees participating therein, depending on the individual facts of each alleged violation. Such discipline may be grieved per Article 11.

**SECTION 6.4 - MANAGEMENT RESPONSIBILITY:** Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

## **ARTICLE 7**

### **DUTIES AND TRAINING OF EMPLOYEES**

**SECTION 7.1 - DUTIES:** No employee covered by the terms of this Agreement shall be requested or required to perform duties that are not directly associated with the following:

- (a) Fire suppression;
- (b) Fire safety and prevention;
- (c) Emergency rescue and basic emergency medical treatment; an employee must possess a minimum of EMT-B certification before completion of the original probationary period, and maintain that or a higher EMT certification for the remainder of his service with the Department.
- (d) Public education concerning fire safety and prevention;
- (e) Maintenance responsibilities as set forth in Section 7.2 below;
- (f) Hazardous materials;
- (g) Marine fire and search and rescue operations, including underwater dive team;
- (h) Fire investigations;
- (i) Technical rescue to include confined space, trench, and high angle, and;
- (I) Training for the foregoing.

Other duties may be assigned, provided the City complies with any duty it may have to bargain, as to such decisions or effects of such decisions, under applicable Illinois law. In the event the City of Peoria implements ALS/ILS service, the City and Local 50 agree to negotiate the impact of this added duty.



**SECTION 7.2 - MAINTENANCE OF EQUIPMENT AND FACILITIES:** Employees may be required to perform routine, minor maintenance duties with regard to fire fighting equipment and apparatus, and minor station cleaning and housekeeping chores.

When situations exist that may cause a health hazard, the Fire Chief may ask the personnel of the Fire Department to correct those hazards (e.g. kitchen exhaust vents). The Fire Chief and the Union agree that because these health hazards are of routine nature, the employees are responsible. This shall not condone violations of any other Union jurisdictions.

**SECTION 7.3 - JURISDICTION OF OTHER LABOR GROUPS:** No employee shall be required to perform duties or tasks which fall within the jurisdiction of other labor groups without first bargaining with the Union. If such bargaining does not result in agreement, the Union recognizes the City's right to timely assign these duties and tasks to bargaining unit members, and the City recognizes the Union's right to submit the issue of compensation for such duties and tasks to arbitration in accordance with the arbitration procedure specified in Article 5 (Grievance Procedure). In any such arbitration, the arbitrator's authority shall be limited to establishing the additional compensation, if any, to be paid for these additional duties and tasks.

Employees shall not refuse to cross picket lines established by another labor group to report for duty or to provide all normal dispatched fire services, but shall not be required to cross such picket lines at a site away from the station for non-dispatched services such as inspections or public relations details.

**SECTION 7.4 - BARGAINING UNIT WORK:** The City agrees not to employ, contract with or subcontract to, or otherwise permit any person, firm or entity to perform the duties of bargaining unit employees at any time without prior written consent of the Union.

**SECTION 7.5 - OUTSIDE REQUESTS FOR FIRE RELATED WORK:** Should the City receive and grant requests for providing off duty firefighters, and/or firefighting equipment, to perform duties related to the job duties of employees covered by the terms of this Agreement, the employees will be paid the top rate of pay for their respective rank that is in effect at the time they work. It is understood that the private person, firm, corporation, or governmental agency who requests such service is the employer for FLSA purposes, but that the City will act as the payroll agent of the separate employer, if necessary. It is further understood that such service is for a temporary period or special event only and that the request for service by the outside group may have been instigated by the Fire Administration or City Codes. The foregoing shall not apply to what are commonly referred to as "mutual aid pacts" or Agreements between governmental bodies to reciprocally provide emergency fire related services to each other.

Unless changes are requested and posted in advance by the sponsoring organization, persons working such secondary employment must wear departmental uniforms and are subject to the rules and regulations in effect for on-duty personnel. The Union and management will set up a separate hire book for these requests.

**SECTION 7.6 - TRAINING:** The City agrees to make training opportunities available on an equitable basis to bargaining unit employees. The Employer may assign Fire personnel to shift/duty assignments to accomplish training. Employees shall be required to undergo reasonable and on-going training in all phases of their duties, including tower drills and hose testing. All classes required for promotion eligibility will be offered equitably to the employees. The Employer shall take all steps necessary to prevent accidents and/or injuries to employees during training exercises, and the Parties agree that no employee shall be disciplined for refusal to participate in a training exercise which creates a substantial risk of injury, beyond those risks normally inherent in the Fire service.

**SECTION 7.7 - INSPECTIONS:** Employees assigned to Suppression shall perform a reasonable number of Fire inspections as assigned by the Employer. For the life of this Agreement, it is agreed that a reasonable number shall not exceed fifty (50) inspections per year, per Company. Inspections will be performed during the

months of May through October. The foregoing shall not include environmental inspections or similar duties or any other inspection duties not directly associated with Fire Suppression, Prevention, or Investigation.

## **ARTICLE 8**

### **EMPLOYEE TESTING AND FITNESS FOR DUTY**

#### **SECTION 8.1 - FITNESS FOR DUTY:**

A. **PHYSICAL & MENTAL FITNESS:** It shall be the responsibility of each employee to maintain the standards of physical and mental fitness required for performing his job. Whenever the Fire Chief has just cause to suspect that the physical or mental condition of an employee is endangering his/her own health or the safety of fellow workers, the employee may be requested to submit to an examination by a physician without expense to the employee which shall only be for the purpose of determining his/her physical condition relative to City employment.

B. **PSYCHOLOGICAL, PSYCHIATRIC AND PHYSIOLOGICAL TESTING:** No employee shall be requested or required to undergo psychological, psychiatric or physiological testing unless the Employer has just cause to believe the employee is then unfit for duty. The Employer shall set forth the basis for such just cause orally and in writing, to the employee at the time the employee is ordered to undergo such testing, including relevant objective facts and subjective reasoning that forms the basis for the Employer's belief that the employee is then unfit for duty, provided that written documentation of the basis for the order may be submitted within twenty-four (24) hours of the date of the order, if it is not practicable to do so at the time the order is issued. Employees shall have the right to Union representation, if a representative is available, when being informed of the need for testing, and shall have the right to secure similar testing at their own expense from psychiatrists, psychologists or physicians of their own choosing. The City and the employee shall only utilize the services of qualified, certified medical doctors, psychiatrists or psychologists. The employee shall be given a copy of any and all information, reports and opinions that are provided the City as a result of such testing. Employees fitness for duty shall be measured and determined by bona fide occupational qualifications.

#### **SECTION 8.2 - DRUG AND ALCOHOL - POLICY - COMMITTEE:**

**A. POLICY:** The Parties recognize that drug and alcohol (substance abuse) problems are a fact of life in the workplace today. The Parties also recognize that the nature of the duties of firefighting may put some of these employees at higher than normal risk for such problems on occasion.

Therefore, it is the policy and commitment of the City and Local 50 to adopt an aggressive and proactive approach to the problem of substance abuse as it affects the lives and the working environment of all members of the Fire Department. The Parties recognize that the consensus of the professionals in the area is that substance abuse is an illness which is treatable. Therefore, the Parties commit themselves to developing a proactive program to identify members of the Department who may be suffering from the effects of substance abuse or who may be at high risk for such problems, and to put these members in touch with the healthcare providers or other appropriate resources to deal with these concerns at the earliest possible time. While the Parties recognize that discipline may be a necessary element in any substance abuse program, the emphasis and priorities of both Parties shall be to focus on education, prevention, treatment and rehabilitation as the primary strategy for dealing with substance abuse and related problems of members.

To implement this policy on a priority basis, the Parties mutually commit their time and resources to a Joint Labor Management Committee to be known as the Substance Abuse Prevention and Rehabilitation Committee.

**B. COMMITTEE:** The Parties commit themselves and pledge their respective resources to a Joint Labor Management Committee to be known as the Substance Abuse Prevention and Rehabilitation Committee, whose mission it shall be to promptly develop, implement and maintain an aggressive, proactive program of education, prevention, treatment, rehabilitation and maintenance of members of the Fire Department who are experiencing or at risk, for substance abuse and related problems.

#### **COMMITTEE MAKEUP**

The Committee shall be composed of two (2) Union representatives from Suppression and one (1) from 40-hour employees, and three (3) management employees representing a cross-section of Fire Department management and a representative of the Human Resources Department. The Committee will utilize one or more Substance Abuse Treatment professionals to act as a resource to the committee. The Fire Chief and the President of Local 50, or their designees, shall be Co-Chairs of the Committee. Each Party shall designate its members to the Committee not later than thirty (30) days after the signing of this Agreement.

#### **COMMITTEE TRAINING**

All members of the Substance Abuse Prevention and Rehabilitation Committee who have not previously received the two (2) day base line substance abuse awareness training course shall be enrolled in that course as soon as possible. The vendor for the base line training shall be mutually agreed upon by the Parties. Committee members shall receive ongoing training in areas such as: identification of at risk individuals, peer counseling, effective intervention, resources for referral, treatment programs, rehabilitation programs, maintenance and support programs, and updates on new developments on programs in the area of substance abuse and related problems. The Committee will receive annual training .

#### **DEPARTMENT TRAINING**

Mandatory department-wide training will be conducted concerning the effects of alcohol and drugs. Additional training for management, supervisory employees and Company officers will be provided as recommended by the Committee.

#### **PEER COUNSELING/INTERVENTION**

It shall be the responsibility of all Committee members to be alert for signs of possible substance abuse and related problems among the commissioned members of the Department with whom they come in contact or of whom they are made aware. The Committee members are not counselors and shall not undertake to do professional counseling, but shall, within the limits of their training, approach individuals who appear to be suffering from substance abuse and related problems or appear to be at high risk for such problems. Such actions might include encouraging the member to get in touch with the City's EAP, Union Counselors, talk with other members who have experienced similar problems and successfully treated them, and who have volunteered to be available to such members, or to explain to the member the employment consequences that could result from failing to identify and treat such problems. Only with the advice of a healthcare professional and the assistance of other Committee members would Committee members participate in a formal intervention, but they should not hesitate to make such arrangements if that appears to be called for.

#### **COMMITTEE ACTIVITIES**

The Committee shall meet not less than monthly, or as mutually agreed to, for training and discussion of procedures and programs that may be of benefit to the Department, to assist other groups in setting up similar programs, etc. The Fire Chief and the Union President shall be provided a copy of the minutes taken by the Committee at each meeting.

#### **SECTION 8.3 - DRUG AND ALCOHOL ABUSE - PROCEDURES - TESTING:**

A. Consistent to the requirements of the Federal Drug Free Workplace Act:

1. Any employee who consumes, possesses or distributes alcohol or any controlled substance while in the

workplace or while conducting City business shall be terminated from the employ of the City.

2. Any employee who fails to notify the City within five (5) days after they are convicted of a criminal drug offense for a violation taking place in the workplace or while conducting City business, will be terminated.

3. Any employee convicted of the manufacture, sale, or distribution of prohibited drugs, regardless of when or where that act takes place, will be terminated from the employ of the City.

4. The Parties shall provide employees and supervisors with a positive program of drug and alcohol education and training which shall include information on the resources available for such a problem.

#### B. Voluntary Referral:

It is specifically agreed that no employee shall be disciplined where the employee notifies the Employer that he has a problem with drug or alcohol use, and voluntarily seeks assistance prior to initiation of an investigation of suspected drug or alcohol abuse by the employee or pending discipline. Such employees shall be referred by the managerial employee who is notified to the City's Employee Assistance Program for confidential counseling and treatment.

Such voluntary participation shall not confer immunity from discipline, for any misconduct attendant to the substance abuse. The managerial employee shall not divulge any information received from the employee who voluntarily seeks the help of the Employee Assistance Program, except on a strict need to know basis. Such voluntary referral to the Employee Assistance Program, however, does not relieve the employee from the responsibility to adequately perform their job. In addition, voluntary submittal does not eliminate the employee from the requirements to take required drug or alcohol tests as described in this Article.

#### C. Drug and Alcohol Testing:

(1) There shall be no random across the board or routine drug testing of employees, except as provided by Section 8.3.C.3 and Section 8.3.D of the Agreement. However, the City shall require any employee to submit to drug or alcohol testing when there is reasonable suspicion to believe that an employee is under the influence of drugs or alcohol on duty. The existence of reasonable suspicion shall be determined according to the standard defined below. Where reasonable suspicion has been determined to exist, the City may order individual employees to submit to blood, breath, or urine tests to determine the presence of alcohol and/or drugs in accordance with the procedures set forth in this Section.

a) Reasonable Suspicion Standard. Reasonable suspicion exists if the facts and circumstances warrant a rational inference that a person is impaired by alcohol or controlled substances. Reasonable suspicion will be based upon the following:

1) Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances; or

2) Information provided by an identifiable third party which is independently corroborated.

b) Recall. The Parties recognize that employees may be placed in a conflict arising from the fact that employees are not prohibited from consuming alcohol or legal drugs while off duty, but are subject to emergency recall during off duty hours. Accordingly, when employees are notified of any emergency recall from off duty, the following procedure shall apply.

1) The recalled employee shall advise the Department representative notifying him if he has consumed alcohol or legal drugs during the day of the emergency recall and the extent of such activity.

2) The officer in charge of the recall shall assess the employee's condition and fitness for duty and either assign him to duty or, if the employee is determined to be unfit for duty, will not allow him to sign in for duty.

3) Any employee who reports for the recall without informing the Department of his consumption of alcohol or legal drugs as required in paragraph 1 above, shall not be allowed to work if he appears to be impaired and shall not be paid for reporting.

(2) The foregoing does not limit the City from ordering testing in the absence of reasonable suspicion in the following circumstances:

- a) Preemployment screening of applicants for employment to bargaining unit positions;
- b) Original probationary employees during the final thirty (30) days of their probationary period;
- c) Employees who have voluntarily requested referral to the City's EAP program, in lieu of disciplinary action, upon completion of treatment;
- d) Employees who have been absent from duty due to any medical leave (including duty injury) for a period in excess of one hundred twenty (120) days;
- e) post-accident testing for any employee who was driving a City vehicle involved in an accident where death or injury occurred; where property damage in excess of five thousand dollars (\$5,000) occurred; or where the employee was issued a citation for a moving violation.

(3) In addition, the City shall have the right to order unannounced periodic tests for the presence of alcohol or illegal drugs of any employee involved in any of the following described incidents:

- a) Any incident in Part A of this Section
- b) Any use or possession of prohibited drugs, regardless of when or where that act takes place, that results in a criminal conviction
- c) Any confirmed positive test resulting from implementation of Part C(1)(a) or Part C(2)(c), (d) and (e)
- d) Any DUI (Driving under the influence) conviction.

The right to order such unannounced periodic tests as to such employee(s) shall be for a full one (1) year testing period subsequent to the date of the incident, conviction, or confirmed positive test result, whichever is applicable. Such unannounced periodic testing will cease after the one (1) year testing period, provided no further incidents, convictions, or confirmed positive test results occur during the one (1) year testing period. Any subsequent confirmed positive test result will subject such employee(s) to the applicable disciplinary action as provided in Part D of this section.

(4) Employees ordered by the Fire Chief or, if he is unavailable, by the highest ranking Chief Officer who is available, to submit to drug and alcohol tests shall promptly comply with the order, whether or not they believe reasonable suspicion or other grounds for the order exists. Refusal to submit to such tests as provided for under this Article, shall subject the employee to immediate discharge. Employees who submit to such tests shall not be deemed to have waived or otherwise impaired their rights to grieve or otherwise contest any aspect of the testing as may be provided by law or this Agreement. The City shall present each employee, prior to issuing the order to test, this Agreement and the policy of the City concerning drug and alcohol abuse. Employees shall have the right to Union representation, if a representative is available, when being ordered to submit to drug or alcohol tests. Tests shall not be unreasonably delayed because of the absence of the Union representative.

(a) It being the desire of the Parties to protect the safety of the public and other employees, yet safeguard the rights of individual employees, the Parties agree that drug and alcohol testing shall be conducted as follows:

- (i) Use only a Substance Abuse and Mental Health Services Administration (SAMHSA) certified licensed clinical laboratory to test body fluids or materials for alcohol or drugs, and only a breath testing device and operator currently certified by the United States Department of Transportation (DOT). All breath tests shall be done on a DOT certified breath analysis machine;
- (ii) Establish chain of custody procedures for both sample collection and testing that will ensure the integrity of and identity of each sample and test result;
- (iii) Collect a sufficient sample of the same body fluid or material to permit an initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for later testing, if requested by the employee;
- (iv) Collect all samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Proper testing may be conducted to prevent the submission of a false or adulterated sample;
- (v) Confirm any body fluid sample that tests positive in the initial screening for alcohol or drugs by use of gas chromatography, with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the detected alcohol or drug metabolites;
- (vi) Provide the employee tested with an opportunity to have an additional portion of the same sample tested by a licensed testing facility of his own choosing;
- (vii) Require that the clinical laboratory report to the designated Medical Review Officer (MRO) for the City positive results only in the case where both the initial and confirmatory test results are positive as to the same sample. Prior to the MRO reporting a positive test result to the City, he/she will discuss with the employee any valid medical reasons for a positive result;
- (viii) Provide each employee with a report of the confirmed positive results of each drug or alcohol test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory, and any other information provided to the City by the laboratory.
- (ix) Where a positive result is confirmed, specimens shall be maintained in secured, refrigerated storage for at least a period of one hundred twenty (120) days to permit additional testing at the election of the employee.
- (x) If an alcohol test reveals that there is a concentration of 0.04% of alcohol or more in the employee's blood stream (blood alcohol concentration shall mean either grams of alcohol per 100 milliliters of blood or grains of alcohol per 210 liters of breath), the employee will automatically be deemed "under the influence" of alcohol within the meaning of this policy, and therefore, shall be subject to discipline under this policy.
- (xi) The testing or processing phase for body fluids shall consist of a two (2) step procedure:
  - a. Initial screening test.
  - b. Confirmation test.
- (xii) The body fluid sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the City shall be held until the confirmation test results are obtained.
- (xiii) A body fluid specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
- (xiv) Personnel utilized for testing will be certified as qualified to collect samples or adequately trained in collection procedures.
- (xv) Concentration of a drug at or above the levels established by SAMHSA for screening tests shall be considered a positive test result when using the initial immunoassay drug screening test. At the present time, these levels are:

#### INITIAL TEST

Level - Nanogram/Milliliter (hereafter referred to as ng/ml)

Marijuana metabolite	50
Cocaine metabolite	300
Opiate metabolite	2000
Phencyclidine	25
Amphetamines	1000

Concentration of a drug at or above the levels established by SAMHSA for confirmatory tests shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a technologically different initial screening method. At the present time, these levels are:

CONFIRMATORY TEST	Level (ng/ml)
Marijuana metabolites (1)	15
Cocaine metabolites (2)	150
Opiates:	
Morphine	2000
Codeine	2000
6-Acetylmorphine (4)	10
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine (3)	500

- (1) Delta-9-tetrahydrocannabinol-9-carboxylic acid
- (2) Benzoyllecgonine
- (3) Specimen must also contain amphetamine at a concentration  $\geq 200$  nanograms/milliliter
- (4) Test for 6-AM when morphine concentration exceeds 2000 nanograms/milliliter

(xvi) Employees having a negative drug test result shall, upon request, receive a memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

(xvii) Each step in the collecting and processing of the drug testing shall be documented to establish procedural integrity and the chain of custody.

(xviii) All records pertaining to City-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without written permission of the person whose records are sought, or by a court order.

(xix) If an employee is required to leave work to take a drug/alcohol test, the City will pay the employee for time lost from scheduled work for that day.

(5) The Parties agree that there shall be no random, periodic, or mass testing of employees for alcohol or drugs, except as provided in Sections 8.3C.3 and 8.3D of this Agreement. Employees shall have the right to grieve the basis for the order to test, accuracy of the tests, the consequences of the test, or any alleged violation of this Agreement. Should a grievance concerning such testing be sustained, the arbitrator shall have the authority to fashion an appropriate remedy, including but not limited to expungement of records, a prohibition against using information concerning the test or results thereof in any future employment decision, and the posting of appropriate notices. It is understood that employees' legal rights that may exist outside this Agreement concerning drug and/or alcohol testing are not limited or in any manner abridged herein and they may pursue the same as provided by law, this Agreement notwithstanding. The City agrees to indemnify and hold harmless the Union for and against any claims, demands, or any liability that may arise, reasonable costs and attorneys fees included, as a result of any testing conducted by the City.

(6) The drug tests obtained pursuant to this policy shall be confidential in nature, shall be solely for employment purposes, and shall not be utilized in any civil or criminal proceeding (unless required to be released pursuant to court order). The City agrees to maintain all records concerning drug or alcohol problems of its employees in the utmost confidence, releasing such information only upon the written authorization of the affected employee, upon proper court order or as otherwise required by law. The Union does not waive any rights of access to employee information that it might otherwise have by law.

D. Disciplinary Action for Confirmed Positive:

1. First Positive. The first confirmed positive test result will be cause for a three (3) shift day disciplinary suspension which penalty shall be final and binding on the Union and the employee, and shall not be subject to the grievance procedure. The employee must agree to the following conditions: (1) the employee will be mandatorily referred to the City's Employee Assistance Program for evaluation, diagnosis, and development of a treatment plan consistent with generally accepted standards; and (2) the employee will be required to cooperate in the treatment plan, undergo unannounced periodic drug and/or alcohol screening for a period of up to twelve (12) months after completion of treatment, successfully complete the prescribed treatment, remain free of drug and alcohol use, and sign an agreement consenting to said conditions. Failure to comply with these conditions of continued employment shall be cause for discharge.

2. Second Positive - During Treatment. If an employee has a first confirmed positive test under the previous paragraph 1 and enters a treatment program, and thereafter that employee has a subsequent confirmed positive test result while the employee is in treatment, as a result of unannounced periodic drug and/or alcohol screening, the employee shall receive a fifteen (15) shift day disciplinary suspension and shall be required to continue in treatment and comply with the other conditions of treatment set forth in the preceding paragraph, which fifteen (15) shift day disciplinary suspension shall be final and binding on the Union and the employee, and shall not be subject to the grievance procedure. Any confirmed positive test thereafter, either periodic unannounced or reasonable suspicion, shall result in the employee's discharge, which shall be final and binding on the Union and the employee, and the penalty shall not be subject to the grievance procedure of the Collective Bargaining Agreement.

3. Second Positive - Reasonable Suspicion. An employee who has a first confirmed positive test under Paragraph 1 of this Section D and who subsequently has a confirmed positive test under the reasonable suspicion standard shall be discharged, which discharge shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure in the Collective Bargaining Agreement.

4. Employment Status. There is no requirement on the part of the City to keep an employee on active employment status who is receiving treatment under this Section if it is appropriately determined (i.e., determination by an independent physician and/or appropriately certified medical and/or psychological professional) that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.

E. Other Related Discipline. This Section shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse, including but not limited to discipline or discharge because the employee's condition is such that he is unable to properly perform his duties due to the effects of drugs or alcohol, nor shall it limit the discipline to be imposed for selling, purchasing or delivering any illegal drug during the work day or while off duty or for using any illegal drug while on duty. In cases of misconduct arising out of, related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public or Fire Department life, limb or property).



F. Costs of Testing and Rehabilitation: The City agrees to bear the costs of all testing ordered by the City, and of rehabilitation programs ordered by the City to the extent they are not covered by the employee's health care provisions or insurance. The employee may be required to assist the City in coordinating benefits of insurance coverage.

**SECTION 8.4 - HEALTH ASSESSMENT/PHYSICAL FITNESS:** The City of Peoria and IAFF Local 50 have developed this Wellness-Fitness Initiative to promote and maintain the highest possible level of health, fitness and productivity of Peoria Fire Department members through a coordinated program consisting of:

1. Annual medical and fitness evaluation and tracking
2. Physical fitness
3. Diet and weight management
4. Health education

Other existing programs through various providers currently address these components of wellness and fitness:

1. Stress management
2. Nutritional counseling
3. Alcohol and drug abuse counseling
4. Tobacco cessation training
5. Family counseling
6. Evaluation and Treatment of Duty Injury
7. Duty leave management
8. Light duty management

A. Annual Medical Evaluation

The City will select the provider for the administration and coordination of the annual medical and fitness evaluation, physical fitness, diet and weight management, and health education components of the Initiative. The health care provider selected will be designated as the Fire Department Physician.

The Fire Department Physician will be a licensed doctor of medicine capable of providing professional expertise in the areas of occupational safety and health as it relates to emergency services. The Fire Department Physician shall provide medical supervision for the fire department fitness, return-to-duty rehabilitation and physical conditioning programs. However, the provision of services by the Fire Department Physician shall not include evaluation and treatment of duty injury/illness, duty leave management, and light duty management or modify any employee/employer rights and obligations provided in Section 8.5 and Article 15 of the Collective Bargaining Agreement.

The annual medical evaluation shall be mandatory and completed every 12 months (+ 3 months). The initial medical evaluations will be scheduled during the months of January, February and March 2007. Each medical evaluation shall include the following:

- Individualized Health Risk Appraisal
- Medical History Questionnaire
- Hands-on Physical Examination
- Body Composition Evaluation
- Blood Analysis (*SMAC 20 and CBC protocols*)
- Urinalysis (*Dipstick and Microscopic*)
- Vision Tests
- Hearing Test (*Audiogram*)
- Pulmonary Test (*Spirogram*)

- Chest X-Ray (*Initial Baseline and every five years ~~or as directed by Fire Department Physician~~*)
- EKG (*Resting*)
- Mammogram (*Annual beginning at age 40*)
- Pap Smear
- Prostate Specific Antigen (*Annual on all male uniformed personnel who have a positive family history of prostate cancer or are African-Americans beginning at age 40. All male uniformed personnel beginning at age 50*)
- Digital Rectal Exam
- Fecal Occult Blood Testing
- Skin Exam
- Testicular Exam
- Tuberculosis Screen
- Hepatitis C Virus Screen
- Hepatitis B Virus Vaccine
- Tetanus/Diphtheria Vaccine (*Booster every 10 years*)
- Measles, Mumps, Rubella Vaccine (MMR)
  - Measles vaccine - (*Personnel born after 1957 with no medical contraindication or evidence of at least one dose of live vaccine on or after 1<sup>st</sup> birthday*)
  - Mumps vaccine - (*Personnel born after 1957 without documentation of physician-diagnosed mumps, adequate immunization with live mumps after 1<sup>st</sup> birthday or evidence of laboratory immunity*)
  - Rubella vaccine – (*Personnel without proof of immunity*)
- Polio Vaccine (*If previous vaccine or disease is not documented*)
- Hepatitis A Vaccine (*Offered to high risk (Hazmat, USAR, and SCUBA) and other uniformed personnel with frequent or expected frequent contaminated water exposures*)
- Varicella Vaccine (*Offered but not mandatory*)
- Influenza Vaccine (*Offered but not mandatory*)
- HIV Screening (*Offered but not mandatory on a confidential basis per post-exposure protocols and as requested by physician and patient*)
- Heavy Metal and Special Exposure Screening (*Following a known exposure, recurrent exposure, where required by federal and state standards ~~or recommended by the Fire Department Physician~~*)  
Provides testing for arsenic, mercury, lead, aluminum, antimony, bismuth, cadmium, chromium, copper, nickel, zinc, organophosphates(RBC cholinesterase) and polychlorinated biphenyls.

The annual medical evaluation and any additional medical tests ordered by the Fire Department Physician shall be provided at no cost to employees. When an employee elects to utilize a physician or medical provider other than the Fire Department Physician for the annual medical evaluation and/or additional medical tests, the employee will be responsible for the cost as provided in the group insurance plan. It is the employee's responsibility to insure that the full results of such annual examination and/or additional medical tests from such provider(s) are forwarded in the required time frame to the Fire Department Physician.

The Fire Department Physician will inform the Fire Chief whether or not the current member is medically certified to safely perform the essential job tasks. If an illness, injury, or other debilitating condition has altered an employee's ability to safely perform an essential job task, the Fire Department Physician shall recommend restricting the employee from performing only those specific essential job tasks that cannot be safely performed by the employee given his/her medical condition. The Fire Chief shall determine possible accommodations for the employee restricted from certain job tasks, whether such work is required and available, and the duration of the requirement of the work to be made available.

Specific information concerning medical diagnosis shall be released only with written permission from the employee. In situations where specific information is needed by the Fire Department manager to make a decision

about placement, light duty assignment or return to work written medical consent will be provided by the employee to release the specific information necessary for that decision.

The employee will be provided the results of the medical evaluation, including any medical conditions identified during the medical evaluation, and the recommendation as to whether the employee is medically certified to safely perform the essential job tasks. The employee will receive copies of any abnormal results along with patient instructions regarding primary care follow-up to address any medical conditions or lab abnormalities identified during the medical evaluation.

Each employee shall adhere to the following requirements:

- 1) Cooperate, participate, and comply with the medical evaluation process
- 2) Provide complete and accurate information to the Fire Department Physician and other authorized medical care providers
- 3) Report any occupational exposure such as exposures to hazardous materials or toxic substances and exposure to infectious or contagious diseases
- 4) Report to the Fire Department Physician any medical condition that could interfere with the ability of the individual to safely perform essential job tasks, such as illness or injury, use of prescription/non-prescription drugs and pregnancy.

B. Annual Fitness Evaluation

All personnel shall participate in a mandatory, annual, non-punitive and confidential fitness assessment, under the supervision of the Fire Department Physician and/or Health Fitness Coordinator, following medical clearance. The goal of the annual fitness assessment is for personal fitness improvement, and no standards have been established by this Initiative for any areas assessed. Every uniformed personnel are expected to improve with an assessment and a personalized exercise program. The initial fitness assessment will be conducted during the period of January – March 2007 and every 12 months (+ 3 months) thereafter. The Fire Department Physician shall clear all personnel for participation in the fitness assessment. If an employee has an acute medical problem or a newly acquired chronic medical condition, the fitness assessment shall be postponed until that person has recovered from this condition and presents to the fire department for review.

The annual fitness assessments shall consist of the following components:

- 1) Aerobic capacity
- 2) Body composition
- 3) Muscular strength
- 4) Muscular endurance
- 5) Flexibility

Aerobic capacity shall be measured by treadmill using the Gerkin Protocol. Muscular strength shall be measured using the Hand Grip, Arm, and Leg Dynamometer Protocol. Muscular endurance shall be measured by the Push-up and Curl-up Protocols. The Sit and Reach Protocol will measure flexibility. The Bioimpedance (BIA) and/or Skinfold/Circumference procedures shall measure body Composition.

The fitness protocols shall be used to determine the member's baseline level of fitness and to evaluate progress from year to year. All data collected by the evaluator is to be held confidential and maintained in the employee's confidential medical file. The evaluator can provide personalized exercise prescriptions to encourage the employee to maintain or improve his/her level of fitness.

C. Exercise/Fitness Program

All uniformed personnel on a 24-hour shift schedule will be required to exercise sixty (60) minutes during their regular shift and on each day when an individual exchanges shifts or is held over during the period the company schedules its exercise. All uniformed personnel on a 40-hour workweek schedule will be required to exercise forty (40) minutes during their regular shift three times per workweek. The exercise performed should be consistent with the personalized exercise prescription.

Company officers are to be given proper instruction concerning the exercise plans of uniformed personnel under their direction. Company officers will complete the "Company Officers Daily Report of Physical Fitness Training" form each day.

Individuals who attend a tobacco cessation class will be fully reimbursed for classes taken off shift

**SECTION 8.5 - MEDICAL LIGHT DUTY:** Commissioned Fire personnel may be granted a modified duty project in the event of a non-work related disability if all of the following exist:

- The employee presents a physicians evaluation report describing the illness or injury and the expected length of disability.
- A modified duty project is available.
- The employee is willing to submit to an examination conducted by a physician of the City's choice.
- The employee is scheduled to return to full duty within six (6) months or less of the date of disability.

Modified duty will be granted once for each type of disability regardless of the length of time the first period of disability extended. A modified duty project will be assigned, if available, on a first come first serve basis. Specified modified duty projects will be determined by the Fire Chief in concurrence with the Personnel Department. The Personnel Department may require an evaluation by a physician of the City's choice to determine the type of duty an employee is capable of performing.

The City agrees to temporarily transfer a pregnant female firefighter to a less strenuous or hazardous position for the duration of her pregnancy if she so requests, with the advice of her physician, where that transfer can be reasonably accommodated.

The City of Peoria and the Peoria Firefighters Local 50 recognize there is some support for the physical and psychological recovery benefits of helping an injured/ill employee maintain as consistent a work environment as is both safe and practical. To that end, consideration will be given by the Fire Chief, or his designee, to an employee request to be assigned to modified duty projects on his regular shift, but the determination of which shift (40 hour week or 24 hour Suppression shift) or when a modified duty project can be performed is solely the discretion of the Fire Chief, or his designee.

**SECTION 8.6 - LOSS OF LICENSE:** The Union and management do not condone drinking and driving. A loss of license, regardless of cause, will result in at least a one (1) shift (3 days) suspension in accordance with Section 11.1(d)-Definition of Days of Suspension, and more severe suspension may be assessed based on the severity and the facts surrounding the incident which caused the loss of license. Should an employee suffer a loss of license, the Fire Chief shall assign the person to non-driving duties until such time as full driving privileges are legally restored or the individual is issued a Judicial Driving Permit allowing him/her to drive at work. While working under any driving restrictions due to a loss of license, including a Judicial Driving Permit, the individual will not be eligible to be hired back, trade time, or act out of rank for a period of one hundred twenty (120) calendar days or until full driving privileges are restored, whichever occurs first.

For the purposes of Section, "full driving privileges" shall be interpreted as "the absence of any judicial or Secretary of State imposed driving restrictions".

It is further agreed that individuals who have their license suspended are to immediately notify, in writing, the Fire Division Executive of the division to which the employee is assigned. If it is discovered that an individual has had a loss of license without having properly notified the Department, this procedure is not available to the employee and disciplinary action, up to and including discharge, may result.

## **ARTICLE 9** **SENIORITY**

**SECTION 9.1 - DEFINITION OF SENIORITY:** Seniority as used in this Agreement shall mean the continuous service of an employee from the date of employment, unless otherwise specifically provided. Continuous service shall be broken only by resignation, discharge, or ordinary retirement (as opposed to disability retirement) under the provisions of the Pension Code (40 ILCS 5/4-101 et seq.). Seniority shall only be interrupted by an absence in excess of thirty (30) days due to disciplinary suspension or an unpaid leave of absence (other than military leave) requested by the employee, a layoff, or the employee being placed on a non-duty related disability pension under the provisions of the Pension Code. Employees returning to service after seniority is interrupted shall be credited with their accumulated seniority as of the date of the unpaid leave of absence, disciplinary suspension, the layoff, or non-duty disability pension. Seniority shall continue to accrue during any period of a duty-related disability pension.

**SECTION 9.2 - DEFINITION OF TIME-IN-RANK SENIORITY:** The term "time-in-rank seniority" refers to, and is defined as, an employee's length of continuous service with the City in his present position classification (rank), since his appointment or promotion to that position classification (rank), less any adjustments due to layoff, approved leaves of absence without pay, or absences without leave.

**SECTION 9.3 - APPLICATION OF SENIORITY:** Seniority shall, for the purpose of this Agreement, be applied as follows:

- A. **EMPLOYMENT SENIORITY** - Employment seniority shall be used in determining an employee's eligibility, the appropriate rate of longevity pay, and vacation leave accrual.
- B. **TIME-IN-RANK SENIORITY** - Time-in-rank seniority shall be used in determining an employee's order of preference or priority with respect to the layoff, "Floater" assignments, if any, and job selection, except as stated in "C" and "D" below.

If two (2) or more officers have the same time-in-rank seniority, and if time-in-rank seniority is to be the determining factor in a specific personnel action, then the employee's position on the Engineer's or Captain's eligibility list for their present position classification (rank) will be considered, or for a personnel action for an employee in the Battalion Chief Pool, their employment seniority will be considered.

- C. **COMPANY ASSIGNMENTS** - For Firefighters with more than three (3) years seniority, company assignments will be granted on the basis of seniority in rank on the shift where the vacancy exists. Employees in the rank of Firefighter with seniority of three (3) years or more shall be entitled to continue such assignments, subject to the need to make allowance for training of probationary Firefighters. To get this training, probationary Firefighters will be assigned to companies designated by the Battalion Chief. No permanent Firefighter with more than three (3) years of seniority will be away from his/her assigned position as a result of such training assignment for any longer than two (2) months in any calendar year, except in the event that three (3) or more probationary employees are assigned to the same shift, in which case the time away from his/her assigned position may be extended an additional thirty calendar days in the calendar year.

Employees with less than three (3) years of seniority may be moved as determined by the Employer for bona fide operational reasons, including ongoing training; provided, that such movement shall not displace Firefighters with more than three (3) years seniority from their permanent assignments.

- D. ANNUAL COMPANY ASSIGNMENT/SHIFT REBID: All fire suppression company assignments shall be rebid according to shift seniority in rank on an annual basis. The company assignment rebid shall take effect January 1<sup>st</sup> of each year, irrespective of whether the actual physical move has taken place. Those personnel who bid the machines at the station where the Hazardous Materials (HazMat) vehicle is assigned must have Hazmat Tech A/B certification and shall be required to remain assigned to that station for that calendar year unless changes in employment circumstances will not allow this to occur, i.e., promotions and mandatory shift transfers. The Training Division shall provide the necessary classes needed for certification to enable employees to challenge the State of Illinois Hazardous Materials Tech A-B certification test. Those personnel who are forced into one of the HazMat positions will be able to bid out whenever their seniority allows them to fill a vacancy. (See current S.O.G.'s regarding bidding job assignments)
- E. BATTALION ASSIGNMENTS: For Battalion Chiefs assigned to Suppression, battalion assignments on each shift shall be granted on the basis of time in rank seniority, or in the case where two (2) or more Battalion Chiefs have the same time-in-rank seniority, then employment seniority shall be the determining factor, except that the Fire Administration retains the ability to assign probationary Battalion Chiefs as needed during their probationary period. These assignments will occur at the same time that company assignments are routinely conducted in Suppression.
- F. SPECIALTY TEAM ASSIGNMENTS: The Hazmat, Dive, and Technical Rescue teams are considered specialty teams. A vacancy in those teams will be filled by seniority through bidding, subject to passing the required medical examination and the certification testing for the particular team(s) bid. Necessary classes for the certification will be offered through the Peoria Fire Training Academy. Team members will be required to remain on the team(s) for a minimum of three (3) years after certification and being appointed to the team(s) unless he/she is physically and/or mentally unable to perform the duties of the team, or does not maintain his proficiency in accordance with Departmental standards and testing. Annual written and "hands on" proficiency testing shall be conducted, and if necessary, remediation will be provided to assist with passage of the tests. Should, after remediation, a team member be unable to maintain the required proficiency, the team member shall be relieved of his specialty team assignment. It is intent of the Department to have adequate certified personnel available on each shift for each specialty team. The overall staffing level desired for each team is: Dive Team - 21; Technical Rescue - 27, and HazMat - 48. Should conditions and requirements change, the Fire Chief will determine the appropriate complement of members for each team after seeking input from the committees representing these teams. Should the number of members fall below the established complement for a particular team, the Fire Chief will seek new members following the guidelines outlined above. Upon completion of the member's three (3) year commitment, a member will be able to vacate or remain on the team(s) on an annual basis.

On July 1st of each year a specialty team incentive allowance of two hundred forty-five dollars (\$245) will be provided for participation on the Hazmat, Dive, and Technical Rescue Core Teams. The allowance shall be increased to two hundred eighty (\$280) on July 1, 2008; three hundred twenty dollars (\$320) on July 1, 2009; and three hundred fifty dollars (\$350) on July 1, 2010. The specialty team incentive allowance will not be increased because of multiple team participation by an employee. In order to receive the incentive allowance an employee must have participated on a specialty team for the full year prior to that July 1st and passed any required Departmental proficiency tests during that period. The incentive allowance will be provided on the first pay period after July 1<sup>st</sup> of each year. The maximum number of employees that may be eligible for a specialty core team incentive allowance in a year beginning July 1, 2008 is limited to ninety six (96) employees.

G. **TOUR OF DUTY:**

1. Individuals who are promoted, assigned, or who are voluntarily reassigned to a 40-hour position shall be required to complete a minimum of a three (3) year total "tour of duty" in the promotion/assignment/reassignment prior to being eligible to utilize seniority for other assignments. Transfers out of a 40-hour position prior to the completion of the three (3) year "tour of duty" may be allowed by the Fire Chief for the good of the Department. After completion of the "tour of duty", an individual in a 40-hour promotion/assignment/reassignment position may transfer to Suppression when the next Suppression vacancy occurs in their respective rank. If more than one (1) individual in a 40-hour promotion/assignment/reassignment position requests a transfer to Suppression, and only one (1) vacancy exists, time-in-rank seniority shall prevail, or as outlined above in "E" for simultaneously promoted Battalion Chiefs.
2. If a vacancy exists in a 40-hour Battalion Chief position, all personnel currently in the rank of Battalion Chief and personnel in the current Battalion Chief's pool shall be considered. The Fire Chief shall have the authority to fill this 40-hour position.

A vacancy in Inspector, Investigator, Instructor, Public Education Officer shall be filled in accordance with Article 25 (Specialty Assignments).

**SECTION 9.4 - SUSPENSION AND TERMINATION OF SENIORITY:**

- A. **SUSPENSION OF SENIORITY** - Both employment seniority and time-in-rank seniority shall be suspended while an officer:
1. Is on layoff status.
  2. Is on a leave of absence without pay (other than military leave).
  3. Is absent without leave.
  4. Is on disciplinary suspension in excess of thirty (30) consecutive days.
- B. **TERMINATION OF SENIORITY** - Both employment seniority and time-in-rank seniority, as well as the employment relationship, shall be terminated when an officer:
1. Resigns
  2. Retires
  3. Is Dismissed

**SECTION 9.5 - SENIORITY LIST:** The City shall maintain and keep current a roster of the officers covered by this Agreement, showing the current position classification (rank) and applicable employment and time-in-rank seniority dates for each officer. This roster shall be made available for inspection by an authorized Union representative at all times during regular City business hours.

The City shall post an updated and current seniority list on all applicable bulletin boards in all Fire Stations at least once every calendar year, during the month of January. Such seniority list shall show the position classification (rank) and employment time-in-rank seniority dates for each officer on the date indicated. A copy of this seniority list shall be furnished to the Union when it is posted.

Any objection to the seniority list as posted shall be reported in writing to the Personnel Director within thirty (30) days of the date of its posting, otherwise the seniority list shall stand approved as posted.

**SECTION 9.6 - PROBATIONARY PERIODS:** Both newly appointed Firefighters, as well as newly promoted Fire Engineers, Fire Captains, and Battalion Chiefs are required to successfully complete a probationary period. This probationary period represents a period of time during which these officers demonstrate their ability to satisfactorily perform the duties and accept the responsibilities of their new position (rank).

**Original Probation:**

The original appointment probationary period is one (1) year from the date of hire. During the probationary period a new officer will receive frequent evaluations from the assigned company officer. His/her performance will also be reviewed periodically with the Battalion Chief and/or appropriate Fire Division Chief in a more formal setting. Should a new officer's performance be judged totally unsatisfactory, the Fire Chief may terminate the officer's probationary period prior to its normal conclusion. Probationary dismissals of new employees may only be appealed through the grievance procedure to the City Manager. The decision of the City Manager shall be final and binding on all Parties.

**Promotional Probation - Fire Engineer:**

The probationary period for promoted persons shall be six (6) months. During this probationary period, the officer's performance will be evaluated and discussed with him every two (2) months.

In the case of a probationary Engineer who demonstrates unsatisfactory performance after counseling in the promotional probationary period, the Fire Chief shall place the individual back into the rank of Firefighter. All time served in the probationary rank of Fire Engineer shall be credited as time in rank in the Firefighter position. This action shall be subject to the grievance procedure outlined in this Agreement.

**Promotional Probation - Fire Captain:**

The probationary period for Engineers promoted to the rank of Captain shall be six (6) months. During this probationary period, the officer's performance will be evaluated monthly. If during this probationary period, an individual is rated unsatisfactory or deficient on any of the evaluation criteria, the individual will be counseled on specific actions to take to improve the rating, including additional education and training, if necessary. An individual who demonstrates unsatisfactory performance during the six (6) month probationary period, as evidenced by the monthly performance evaluations, may, if the employee is showing progress, have his probation extended on a month by month basis for up to an additional six (6) months. The Department will make every reasonable effort to make available necessary training and education.

In the case of a probationary Captain who fails to demonstrate satisfactory performance after counseling in the promotional probationary period, the Fire Chief shall place the individual back into the rank of Engineer. All time served in the probationary rank of Captain shall be credited as time in rank in the Engineer position. This action shall be subject to the grievance procedure outlined in this Agreement.

**Promotional Probation – Battalion Chief:**

The probationary period for Captains promoted to the rank of Battalion Chief shall be one (1) year. During this probationary period, the officer's performance will be evaluated no less than quarterly. If during this probationary period, an individual is rated unsatisfactory or deficient on any of the evaluation criteria, the individual will be counseled on specific actions to take to improve the rating, including additional education and training, if necessary.

In the case of a probationary Battalion Chief who fails to demonstrate satisfactory performance after counseling in the promotional probationary period, the Fire Chief shall place the individual back into the rank of Captain. All time served in the probationary rank of Battalion Chief shall be credited as time in rank in the Captain position. This action shall be subject to the grievance procedure outlined in this Agreement.



## EVALUATION INSTRUMENT

The City and the Union have mutually developed a performance evaluation instrument to be used in evaluating Captains and Battalion Chiefs during their probationary period and annual performance evaluations. The importance of an appropriately objective and work-related evaluation instrument to serve as a legitimate and useful tool to measure and provide feedback on an employee's work performance was a major consideration of the Parties.

The Battalion Chiefs on the shift to which the Captain is permanently assigned will perform the annual performance evaluation of a Captain. The Division Chief of Operations and the Division Chief of Training will perform the annual performance evaluation of a Battalion Chief. An evaluation is intended to be a summary of the employee's work performance over the course of the evaluation period. It should communicate and document the employee's level of performance and be used as a tool to motivate the employee. To this end, the evaluators and the employee will meet and discuss work responsibilities, job standards and objectives, review progress and plan for the employee's future development prior to the evaluation being placed in the employee's personnel file. The employee shall receive a copy of the evaluation, and have the opportunity to review and comment. The employee will also be able to attach written comments to the evaluation.

Whenever the evaluators give an employee a rating less than "meets standards" for the overall performance evaluation they will provide the specific reasons for such an assessment and the development of a performance improvement plan, with the input of the employee and the Fire Chief or his designee, to address the specifically identified areas needing improvement.

Any employee who disagrees with an overall performance rating that is less than "meets standards" may submit a written appeal to the Fire Chief or his designee. Such written appeal must be filed within ten (10) calendar days of the date of the receipt of the evaluation, and must provide specific reasons for disputing the performance rating. The employee will be provided a hearing on his appeal with the Performance Evaluation Review Committee (PERC) within fifteen (15) calendar days after the appeal was filed with the Fire Chief. The PERC will consist of the Fire Chief or his designee and two (2) Fire management representatives selected by the Fire Chief; and the Union President or his designee and one (1) Union representative selected by the Union President. The PERC will provide its decision to the employee in writing within seven (7) calendar days of the hearing. The PERC will be the exclusive process for disputes concerning performance reviews and ratings, and such performance reviews and ratings shall be subject to the grievance procedure.

Performance evaluations are considered a part of an employee's work history. Those evaluations made after January 1, 2007 shall be used as a component of any promotional consideration and will constitute a portion of the points involved with the professional assessment/assessment center score in the promotional testing process.

The City and the Union agree to work together in a Labor-Management Committee to develop a performance evaluation instrument to be used in evaluating Firefighters and Fire Engineers during their probationary period and annual performance evaluations. A committee of two (2) representatives appointed by the Fire Chief and two (2) representatives appointed by Local 50 shall begin meeting within thirty (30) days of the signing of the Agreement. The Committee shall conclude the project within ninety (90) days after the first meeting.

**SECTION 9.7 - LAYOFF AND RECALL:** The Employer may lay off employees in the event the Employer has a bona fide lack of funds to maintain the then existing complement of bargaining unit employees or in the event the Employer reduces the level of service by closing a Fire Station and/or eliminating one or more Fire Companies. All layoffs shall be in strict compliance with the provisions of the Board of Fire and Police Commissioners Act (65 ILCS 5/10-2.1-1 et seq.) concerning layoff and recall of Firefighters. During any layoff, no person, firm or entity, other than bargaining unit employees, will be permitted to perform the work formerly performed by the laid off employees. Employees shall be recalled in reverse order of their layoff. The recall list shall stay in effect until all laid off employees have been recalled.

**ARTICLE 10**  
**FILLING OF VACANCIES**

**SECTION 10.1 - PERMANENT VACANCY:** For the purpose of this Article, a permanent vacancy is created when the City determines to increase the workforce or fill a position made vacant as a result of the termination (death, retirement, resignation, discharge) or promotion of the previous incumbent.

**SECTION 10.2 - FILLING OF VACANCIES:** All vacancies in the entry rank of Firefighter will be filled as per the procedures established by the Fire & Police Commission and/or the City of Peoria. Employees shall be promoted from eligibility lists to the probationary rank of Fire Engineer and Fire Captain, or from an eligibility pool to the probationary rank of Battalion Chief based on their ascertained merit and in accordance with the following special rules for each eligibility list or pool.

Individuals offered a promotion may decline the promotion once; in which case, it will then be offered to the next eligible individual on the appropriate Engineer's or Captain's promotional list, or offered to another candidate in the Battalion Chief's Pool, whichever is applicable. Any employee declines a promotion more than once shall be removed from the applicable promotional list or pool.

In order to be promoted, an employee must be actively at work without any medical restrictions. If an employee does not meet this condition the promotion will not occur until such time as the employee is released to regular duty. Any employee promoted will be required to serve a probationary period as outlined in Section 9.6 (Probationary periods).

**SECTION 10.3 - FIRE ENGINEER ELIGIBILITY:** Engineer eligibility lists will be a register of those who have met the established criteria. Names will be added to the bottom of the list in the order that individual qualifications are met. In the case of certifications or the passage of classes and/or tests, the qualifications shall be considered to be met when the Fire Department receives notification from the appropriate agency. In the event the Department is notified on the same day that more than one individual has met the requirements, the individuals will be placed on the bottom of the list in seniority order.

On January 1 of each year, the names on the list of Firefighters who were employed as of September 20, 1996 and who have met the established criteria and firefighters hired after September 20, 1996 who meet the criteria during the first three (3) years following completion of probation will be arranged into seniority order, the most senior first to create a new promotional list for the year. This list will be supplemented during the year as outlined above by adding to the bottom of the list individuals who meet the eligibility criteria. Firefighters hired after September 20, 1996 who do not meet the criteria within the first three (3) years following their completion of probation will go on the bottom of the list based on the date they completed all of the criteria and will not be eligible for the seniority reshuffle.

Criteria which must be met to have a name placed on the Engineer eligibility register for promotion include:

1. Successful completion of Firefighter probationary period, to include FF II, EMT certification, a valid appropriate class driver's license, and a minimum of one (1) year of service.
2. Successful completion and State certification on both the written and practical tests on the Fire Apparatus Engineer test.
3. Successful completion of a driving test and defensive driving school.
4. Firefighter III certification or the provisional passage of the Firefighter III class and test. (FF III requires a certain length of time on the job. Until this criteria is met, candidates who have passed the test are given a provisional rating.)

Effective January 1, 2007 in order to ensure continued proficiency of candidates for Fire Engineer, a written test will be administered to all candidates on the Fire Engineer eligibility list. Each candidate will be required to have a

passing score of seventy percent (70%) on this test in order to maintain his/her place on the eligibility list. A candidate who does not have a passing score on the written test will be dropped one place on the list each time a passing score is not obtained, and a subsequent passing score on the written test by the candidate will not result in restoration to a previous place held on the list. The written test will be administered every two (2) years to all candidates on the eligibility list. A candidate for Fire Engineer must also successfully complete the semi-annual practical proficiency exercises required by the Fire Department. If a candidate does not successfully complete the practical proficiency exercises he will continue to be scheduled for training until he successfully completes the practical proficiency exercises at the Fire Training Academy. If a candidate is next to be promoted, but has not successfully completed the practical efficiency exercises, he will be bypassed for promotion, but maintain his position on the Fire Engineer Eligibility list until he successfully completes the practical exercises.

#### **SECTION 10.4 - FIRE CAPTAIN ELIGIBILITY:**

A. Suppression Captain: To be eligible to participate in the exam process for the rank of Captain, an employee must first meet the following standards:

1. Possess EMT certification.
2. Possess a valid appropriate class driver's license.
3. Successfully completed Fire Officer I certification or an Associate's Degree in Fire Science.
4. Successful completion of Fire Engineer probationary period.
5. Sign a letter of intent as required by the Fire Chief's posting during the ninety (90) day study period.

The Captain eligibility list will be in effect for two (2) years, unless exhausted earlier. The testing procedure is to be completed and posted by October 31st of the even numbered years. Employees shall be listed in rank order of the total score achieved on promotional examinations consisting of the following three (3) components weight as specified:

Professional Assessment	- 37.5%
Written Test	- 37.5%
Seniority	- 25%

The assessment center shall be the first component of the testing process. Assessors shall be firefighting professionals from outside the Department who have been recommended by the consultant(s) hired to administer the assessment. A portion of the assessment score is to be as a result of the candidate's work history in the Department. The following weights have been assigned to work history factors:

1. Education	- 2.0%
2. Discipline on record	- 2.5%
3. Certifications and Training	- 3.0%
4. Annual performance evaluations	- 5.0%

The "discipline on record" factor will consider all discipline that has occurred for the two (2) year period prior to the letter of intent submission deadline date, but not earlier than the date of the signing of this Agreement. Available points for this factor have been established as the following: No discipline on record – 2.5 points, written reprimand – 2.0 points, 1 day suspension – 1.5 points, 2-5 day suspension – 1.0 point, greater than 5 day suspension – 0.0 points.

The "annual performance evaluations" factor will consider the two (2) most recent annual performance evaluations prior to the letter of intent submission deadline date, and will apply to promotional processes that begin on or after January 1, 2009. For promotional processes that begin prior to January 1, 2009 the five percent (5.0%) assigned to the annual performance evaluation factor will be added into the Seniority component of the process.

Assessment scoring methods and work history factors are to be determined in advance and scoring is to be consistently and fairly applied.

All candidates who take the assessment center are eligible to challenge the written test. However, only candidates who pass both the assessment center and the written examination will be placed on the promotional list.

Credit for seniority shall be awarded on the basis of five-twelfths (5/12) points for each full month of service with maximum credit, one hundred (100) points, awarded at twenty (20) years of service.

Employees who have not previously used veteran's preference points for a promotion may apply to use them at any time prior to the assessment step. Veteran's points may not be used for subsequent promotions above the rank of Captain.

Employees shall be promoted in the order of their ranking on the eligibility list unless there is just cause to pass over the higher ranking employee.

B. Specialty Captain Positions:

The EMS/QAO, HazMat Coordinator, Hazmat Inspector, and Training Supervisor specialty positions, if filled, will be filled at the rank of Captain in Pay grade 714.

After all current Fire Captains have been provided the opportunity to transfer, promotions to the EMS/QAO and Training Supervisor positions will occur by making an offer of promotion to the next eligible individual on the Fire Suppression Captain Promotional List. Employees shall be promoted in the order of their ranking on the eligibility list, unless there is just cause to pass over the higher ranking employee.

To be eligible to participate in the examination process for Hazmat Inspector, an individual must first meet the following standards:

1. Must be a Commissioned Fire Captain or on the Fire Suppression Captain Promotional List
2. Certified by the State of Illinois as a Fire Officer I or an Associate Degree in Fire Science
3. Certified by the State of Illinois as a Hazardous Materials Technician A/B
4. Possess a valid Illinois driver's license of the appropriate classification
5. Must be certified EMT/BD
6. Submit a letter of intent as required by the posting of the "Notice of Testing"

The Hazmat Inspector eligibility list shall have the same expiration date as the Fire Suppression Captain Promotional list. The eligibility list will be established and posted within two (2) weeks of the conclusion of the testing process. The testing procedure is to be completed and posted by October 31<sup>st</sup> of even numbered years. Employees shall be listed in rank order of the total score achieved on the promotional examinations consisting of the following three (3) components weight as specified:

Written Technical Examination	37.5%
Written Personality Factor Examination	37.5%
Seniority	25.0%

Preference will be given to employees permanently assigned to the rank of Fire Captain on the Hazmat Inspector list. The passing score for the Written Technical Examination is seventy percent (70%). A candidate must score at least eighteen (18) points of the available thirty seven and one-half (37.5) points in order to pass the Written Personality Factor Examination. Credit for seniority shall be awarded on the basis of five-twelfths (5/12) points for each full month of service accrued up to the date of the Letter of Intent submission deadline, with a maximum credit

of one hundred (100) points awarded at twenty (20) years.

Selection preference for a Hazmat Coordinator vacancy will be made in the following order: 1) Current Hazmat Inspectors who have completed the probationary period (by time in assignment), 2) Fire Captains on the Hazmat Inspector list, and 3) Fire Engineers on the Hazmat Inspector list. Should the Hazmat Inspector list be exhausted prior to the expiration date, it will be reposted.

All candidates who fill a Hazmat Inspector or a Hazmat Coordinator vacancy will be required to serve a six (6) month probationary period (See Section 9.6 – Probationary Periods and Section 9.3.G.1 – Tour of Duty). An employee who does not successfully complete the probationary period will be returned to his previous position, and if applicable, to his previous place on the Fire Suppression Captain Promotional list and/or the Hazmat Inspector list unless such list has expired.

#### **SECTION 10.5 - BATTALION CHIEF ELIGIBILITY:**

To be eligible to participate in the examination process, an individual must first meet the following standards:

1. Possess EMT Certification;
2. Possess a valid appropriate class driver's license;
3. Successfully completed Fire Officer II certification or an Associate's Degree in Fire Science;
4. State certification in Hazardous Materials Operations; and
5. Completion of two (2) years of service as a Fire Captain following completion of applicable probationary period.

Individuals wishing to compete in the promotional process must submit a letter of intent as required by the posting of the "Notice of Testing".

The Battalion Chief eligibility pool will be in effect for a period of three (3) years, unless exhausted earlier.

Testing components shall include an assessment center and a written test. The assessment center shall be the first component of the testing process.

Assessors shall be firefighting professionals from outside the Department who have been recommended by the consultant(s) hired to administer the assessment. At the completion of the testing process, an alphabetical eligibility pool listing shall be posted of all candidates who pass both components of the testing process that indicates for each candidate their respective test scores on each of the two (2) testing components.

When a vacancy in the rank of Battalion Chief occurs, all candidates in the promotional pool will be interviewed by a Peer Review Committee (PRC). The PRC will be composed of equal representation from senior Fire Department management employees and employees in the position of Battalion Chief. The PRC shall not exceed a total of six (6) individuals. The Fire Chief shall appoint the management representatives from individuals in the rank of Division Chief or higher. The Battalion Chief Representatives will be appointed by mutual agreement of the Fire Chief and the Union President.

The PRC will assess each candidate to determine their promotability factor and shall make their determination on the basis of the candidate's ability to perform the duties of the Battalion Chief position taking into consideration the candidate's work history, scores on the testing components, and other job related factors. The PRC will recommend to the Fire Chief five (5) candidates for further consideration who they feel are the most qualified for promotion. The Fire Chief shall select from the candidates recommended by the PRC the most qualified candidate, taking into consideration all relevant factors, including the PRC recommendation, performance on an interview with the Chief, and the scores on the testing components.

**SECTION 10.6 - GENERAL NATURE OF TESTS:** The Parties agree to develop satisfactory test procedures and shall take all reasonable steps to ensure that tests are properly validated, comply with applicable laws, are job related, and are non-discriminatory. Written tests shall be administered in a manner to assure test integrity. The Employer can establish rules governing testing and score disclosure, and may set discipline levels for those who violate the published rules governing tests. Written tests will be graded at the site of testing, and the raw score disclosed to the candidate only. It is recognized that the raw score may need to be adjusted by the testing firm because of subsequent analysis and item bias studies. The selection of tests and testing agencies is a responsibility of the City. Therefore, the City of Peoria alone is responsible for challenges and litigation arising out of, or in the course of, using any written test instrument.

The letter of intent submission deadline date for each promotional process shall be the date used to determine an employee's eligibility to challenge a particular promotional process, and the computation of seniority points and applicable assessment factors.

The City shall pay all the costs associated with administering promotional examinations in the Fire Department.

Whenever points are used after mathematical operations, the points will be rounded off to two (2) decimal places. If, after all components of the final score have been computed and two (2) or more individuals have the exact same final score, the tie shall be broken by using the highest written score; if two (2) or more of these individuals also have the same exact score, the tie shall be broken by using the highest assessment center score; if two (2) or more individuals are still tied, the tie shall be broken by using time-in-rank seniority.

Appeals of scores and procedures used in promotional testing are subject to the grievance procedure. Applicants desiring to appeal shall notify the Chief in writing, within ten (10) days of the date of posted testing results, and will move directly to Step Three (3) of Section 5.2 (Grievance Procedure) of this Agreement.

**SECTION 10.7 - 40-HOUR EMPLOYEE PROMOTIONS:** A 40-hour employee will be provided the option for promotion provided such employee is the next employee to be promoted on a current Fire Captain or Fire Engineer Promotional List or such employee is ranked first on a newly established Fire Captain or Fire Engineer Promotional List, under the following conditions:

1. If no vacancy exists in the respective Fire Suppression rank position, the 40-hour employee may accept the promotion, but must commit to a "tour of duty" extension in his present assignment of three (3) years from the effective date of the promotion as outlined in Section 9.3G.1 (Tour of Duty).
2. If a vacancy does exist in the respective Fire Suppression rank position, the 40-hour employee may accept the promotion and transfer to Fire Suppression provided he has fulfilled his three (3) year tour of duty, or, if he has not completed his three (3) year tour of duty, he may accept the promotion and fulfill his current three (3) year tour of duty in his present assignment.

At the conclusion of his three (3) year tour of duty the employee will be allowed to return to Fire Suppression if he desires (See Section 9.3-G.1 – Tour of Duty).

This process does not apply to 40-hour employees who are in the Battalion Chief Promotional Pool.

**SECTION 10.8 – TEMPORARY APPOINTMENTS:** Due to an injury requiring time off longer than two (2) months, authorized leaves longer than two (2) months, the expiration of promotion lists, and/or the reassignment of personnel for longer than two (2) months, a vacancy may occur. This situation may cause the temporary promotion of employees. If this situation occurs, and there is a promotional list in place, the first employee up for promotion to the next higher rank, on the shift where the vacancy exists, will be temporarily promoted to that rank. The senior bouncing employee will have first pick of the temporary vacancy. If the bouncing employee chooses to fill the temporary opening, the temporarily promoted employee will fill the bouncing position.

If the bouncing employee does not choose the temporary vacancy, the second bouncing employee will be offered the temporary opening. In the event the second bouncing employee does not wish to bid the temporary opening, the temporarily promoted employee will be placed in that position. An employee shall have the right to refuse the temporary promotion, and that refusal will not count towards the right to refuse a permanent promotion without penalty. In the event no employee on the promotional list, on the same shift, accepts the temporary promotion, the lowest employee on the promotional list, on the shift where the vacancy exists, shall be forced into that vacancy. If there is no promotional list in place, the temporary promotion shall be offered to the most senior employee in the rank just below the opening on the shift where the vacancy exists. The temporarily promoted employee shall be compensated the same as if it were a permanent promotion. If, while serving a temporary promotion, a permanent promotion occurs and the employee is promoted to that position, the time served in the temporary capacity shall count towards the employee's probationary period. However, the time served in a temporary promotion will not count towards "seniority in rank".

In the event the temporary promotion occurs in the rank of Battalion Chief, the Fire Chief shall ask everyone in the Battalion Chief pool to submit a letter of interest in the temporary vacancy. After receiving the letters of interest, the Fire Chief or his designee shall choose the employee to fill the temporary vacancy. If there is not a Battalion Chief pool in place, the Captains on the shift where the vacancy exists shall be asked to submit a letter of interest. After receiving the letters of interest, the Fire Chief or his designee shall choose the employee to fill the temporary vacancy. All temporarily promoted employees will return to their previous rank, assignment, and pay once the employee who was off returns from the leave for which the vacancy occurred. Should a promotional list expire while temporary promotions are being utilized, those temporary promotions will be discontinued and started again, using the newly established promotional list.

## **ARTICLE 11**

### **EMPLOYEE DISCIPLINE**

**SECTION 11.1 - EMPLOYEE DISCIPLINE:** The City shall use the principles of progressive discipline as a method to improve employee behavior and/or performance. However, when the severity of an infraction is great, discipline outside the normal progression, up to and including dismissal, may be considered an appropriate remedy. It should also be recognized that when using the principle of progressive discipline, all aspects of performance are taken into consideration. Individual infractions standing alone may not warrant action beyond the first, but when viewed cumulatively with other warnings more extreme action may be appropriate.

Disciplinary action may be taken in any of the following forms:

- (1) Verbal warning documented for future reference;
- (2) Written warning reprimand;
- (3) Suspension without pay;
- (4) Dismissal

Battalion Chiefs shall be authorized to issue verbal warnings.

(a) **Disciplinary Action:** No employee shall be discharged, suspended, reprimanded, relieved from duty, or otherwise disciplined in any manner without just cause, except that newly hired probationary employees may be discharged without just cause. (See Section 9.6 – Probationary Periods: Original Probation)

(b) **Right to Representation:** Employees shall have the right to Union representation at all meetings with the City or its representatives, where the employees reasonably fear that disciplinary action may result. No suspension or dismissal will occur without a prior offer to the employee to provide Union representation. Copies of written warnings will be provided to the shift Steward, and should verbal warnings be issued, the Steward is to be verbally notified.

(c) **Records Concerning Discipline:** In keeping with the Parties agreement that discipline is to be corrective, it is agreed that all files maintained concerning an employee shall be expunged of any reference to his disciplinary history in accordance with the following:

- (1) Verbal reprimands: Will stay in a separate file in the Fire Chief's Office for a period of six (6) months, provided, there has been no other discipline within the six (6) month period.
- (2) Written reprimands: Not later than two (2) years after issuance, provided there has been no recurrence of the type or kind of conduct giving rise to the reprimand.
- (3) Disciplinary suspensions: Disciplinary suspensions of three (3) days or less will be removed from an employee's personnel file three (3) years after issuance, provided there has been no other discipline within that period. Disciplinary suspensions greater than three (3) days will remain permanently in the individual's personnel file.

(d) **Definition of Days of Suspension:** For purposes of discipline under this Agreement, a "day" of suspension shall be defined as eight (8) hours.

**SECTION 11.2 - REVIEW OF DISCIPLINE:** Employees who are disciplined shall have the right to seek review of any disciplinary action through the grievance procedure (Article 5). If the employee is not satisfied with the resolution of the grievance by the City Manager at Step 3, the Union may refer the grievance to arbitration as provided in Step 4 of the grievance procedure. This shall be the exclusive method of reviewing such disciplinary action. By agreeing to this provision, the Union on behalf of all bargaining unit members, waives any rights such members may have had to have such discipline reviewed by the Board of Police and Fire Commissioners.

**SECTION 11.3 - LATE WITHOUT CONTACT (LWOC):** Any employee who has not reported for duty at his scheduled duty time will be considered late for duty and subject to discipline under the "late for duty" policy.

If the employee does not report for duty or notify his Battalion Chief within thirty (30) minutes of his scheduled duty time, he will, instead, be placed on LWOC and subject to discipline under the LWOC policy.

If there is contact between thirty (30) minutes and six (6) hours, the employee shall receive a written reprimand and shall have the time he was absent charged to an appropriate accrued leave time.

If there is no contact within six (6) hours of the scheduled reporting time, the employee shall instead be suspended without pay for a period equal to the time absent with a minimum of eight (8) hours and a maximum of twenty-four (24) hours, figured from the employee's original scheduled starting time.

A third LWOC in a twelve (12) month period will be subject to standard progressive discipline under this Article.

The LWOC employee may return to duty at any time, and any employee hired to fill a LWOC position will be relieved from duty at that time.

Fire Department records will be expunged after one (1) year, if not followed during that period of time with another LWOC.

The LWOC policy has no effect on the existing "late for duty" policy.



**ARTICLE 12**  
**RESIDENCY REQUIREMENT**

**SECTION 12.1 - RESIDENCY:** Employees hired after June 21, 1988 shall establish and maintain their principal place of domicile in the City of Peoria by the end of their probationary period (one year). At the conclusion of five (5) full years of active service and of Peoria city limits residence, they may establish and maintain their principal place of domicile within the City of Peoria or outside the City within a twenty (20) mile radius of the Peoria Fire Central headquarters, 505 NE Monroe St., Peoria, IL. Employees hired prior to June 21, 1988 shall establish and maintain their principal place of domicile within Peoria County or within a twenty (20) mile radius of the Peoria Fire Central headquarters, 505 NE Monroe St., Peoria, IL.

Such residency requirements shall not be increased or made more restrictive as to the individual employee, or made a condition of promotion.

An officer's unauthorized residency outside the City or County or twenty (20) mile radius in violation of the residency requirements shall be grounds for immediate dismissal. For the purpose of this Article, an officer's place of residency shall be considered to be his principal place of domicile.

The need to establish residency within a probationary period may cause an extreme hardship on individuals. In such cases, the City Manager may grant extensions of the time limit, not exceeding one (1) year. While not in compliance with the residency requirements, no salary increases of any kind will be paid. Upon proof of residency, all salary increases shall be paid retroactively.

**ARTICLE 13**  
**HOLIDAYS**

**SECTION 13.1 - HOLIDAYS:** The following are holidays for eligible employees:

	<u>2008</u>	<u>2009</u>	<u>2010</u>
New Years Day	1/01/08	1/01/09	1/1/10
Dr. MLK Day	1/21/08	1/19/09	1/18/10
Good Friday	3/21/08	4/10/09	4/02/10
Memorial Day	5/26/08	5/25/09	5/31/10
Independence Day	7/04/08	7/04/09	7/04/10
Labor Day	9/01/08	9/07/09	9/06/10
Veterans Day	11/11/08	11/11/09	11/11/10
Thanksgiving Day	11/27/08	11/26/96	11/25/10
Day After Thanksgiving	11/28/08	11/27/09	11/26/10
Christmas Day	12/25/08	12/25/09	12/25/10

Employees shall receive holiday benefits according to Sections 13.2 or 13.3 based on work assignments.

**SECTION 13.2 - HOLIDAY PAY - 40 HOUR/WEEK EMPLOYEES:** For each such holiday, when not worked, an eligible employee shall receive eight (8) hours pay at his regular straight time hourly rate. Should a forty (40) hour employee be required to work a named holiday, he shall be paid straight time for each hour worked, and will be given equivalent time off, at a mutually agreed time. Forty (40) hour employees shall be paid for that holiday in the work period in which they actually take the time off.

Effective January 1, 2007 twelve (12) hours of the eighty (80) hours of holiday pay compensation shall be contributed directly into the employee's Post Employment Health Plan (PEHP) account.

The Employer is authorized to deduct and pay to the Trustee of the Post Employment Health Plan (PEHP) Section 501 (c) (9) Voluntary Employee Benefit Association (VEBA) account established as described in Appendix A of this Agreement, for the benefit of the employee, twelve (12) of these hours of compensation.

**SECTION 13.3 - HOLIDAY PAY - 24 HOUR FIREFIGHTERS:** Those employees who work the holiday will be compensated. Such employees will receive compensation at a rate of double time for all hours actually worked on the holiday (0700 hours to 0700 hours) through December 31, 2006.

Employees who call in sick or who need to leave work because of illness on a holiday will be charged sick leave.

Effective January 1, 2007 each employee shall be compensated eighty (80) hours pay for 3.33 of the holidays listed in Section 13.1. Those holidays compensated at twenty four (24) hours pay shall be New Year's Day, Dr. Martin Luther King Day, and Memorial Day. Independence Day shall be compensated at eight (8) hours pay. Employees shall be paid for these holidays as part of their regular semi-monthly pay checks. Twenty four (24) of the hours compensated shall be contributed directly into the employee's Post Employment Health Plan (PEHP) account.

The Employer is authorized to deduct and pay to the Trustee of the Post Employment Health Plan (PEHP) Section 501(c)(9) VEBA account as described in Appendix A of this Agreement, for the benefit of the employee, twenty four (24) of these hours of compensation.

Effective January 1, 2007 employees who are absent from work on a shift falling on any of the holidays recognized in Section 13.1, due to illness or off duty injury, shall not accrue sick leave for the month in which the holiday shift falls, shall be charged sick leave and shall be ineligible for sick leave with pay for all hours absent, and shall be ineligible for any good attendance incentive based on such calendar year, unless the employee provides evidence persuasive to the Fire Chief that the illness or injury is bona fide. An employee who disputes the Fire Chief's determination that the evidence submitted was insufficient to validate an absence due to a bona fide illness or off duty injury may file a grievance as to such determination, and such grievance shall be initiated at Step Two (2) of Article 5 (Grievance).

**SECTION 13.4 - PERSONAL DAYS:** Permanent employees, other than probationary Firefighters on 24 - hour shifts, shall accrue two (2) hours per month of paid leave for personal reasons. Permanent employees, other than probationary Firefighters on 8-hour shifts, shall accrue two and two thirds (2.67) hours per month of paid leave for personal reasons. Such 8-hour employees with five (5) or more years seniority will accrue three and one third (3.33) hours per month. Probationary Firefighters shall not accrue personal leave during their probationary period. A personal day is subject to scheduling by the Battalion Chief or Fire Division Chief and must be scheduled at least one (1) day ahead of the day to be observed. A personal day for twenty-four (24) hour shift employees shall be a twenty-four (24) hour day, but must be scheduled in a minimum of twelve (12) hour increments. Employees who have less than twelve (12) hours on the books may schedule their remaining hours in less than twelve (12) hour increments.

Personal days shall be scheduled based on seniority with the more senior employee having the right to bump junior employees, if requested at least fourteen (14) days in advance. No bumping shall be allowed within the fourteen (14) day period preceding the day to be taken off. A minimum of one (1) employee per day, excluding Battalion Chiefs, shall be permitted off work on personal leave. More than one (1) employee shall be allowed off on personal leave, if the total number of employees off on vacation and personal leave combined is less than six (6), excluding Battalion Chiefs. Battalion Chiefs shall schedule their personal time off separately. A minimum of one (1) Battalion Chief shall be permitted to be off work on personal leave. If, in the judgment of the Fire Chief, manpower and conditions will allow, additional employees may be allowed off on personal leave. (See Sections 14.2 and 23.3)

Probationary Firefighters only, who complete their probation in the last quarter of the year, shall be allowed to rollover their accrued personal leave for that year into the first quarter of the next calendar year. If not used prior to April 1, it will be lost.

## **ARTICLE 14** **VACATIONS**

**SECTION 14.1 - VACATIONS:** Each bargaining unit employee shall accrue vacation leave for use in the following calendar year, according to this schedule:

<u>YEARS OF SERVICE</u>	<u>40 HR/WEEK EMPLOYEES</u>	<u>24 HR SHIFT EMPLOYEES</u>
thru the 5th year	6.67 hrs/mth/wkd	8.00 hrs/mth/wkd
beginning 6th year	7.34 hrs/mth/wkd	10.00 hrs/mth/wkd
beginning 7th year	8.00 hrs/mth/wkd	10.00 hrs/mth/wkd
beginning 8th year	8.67 hrs/mth/wkd	12.00 hrs/mth/wkd
beginning 9th year	9.34 hrs/mth/wkd	12.00 hrs/mth/wkd
beginning 10th year	10.00 hrs/mth/wkd	14.00 hrs/mth/wkd
beginning 11th year	10.67 hrs/mth/wkd	14.00 hrs/mth/wkd
beginning 12th year	11.34 hrs/mth/wkd	16.00 hrs/mth/wkd
beginning 13th year	12.00 hrs/mth/wkd	16.00 hrs/mth/wkd
beginning 14th year	12.67 hrs/mth/wkd	16.00 hrs/mth/wkd
beginning 15th year	13.34 hrs/mth/wkd	18.00 hrs/mth/wkd
beginning 18th year		20.00 hrs/mth/wkd
beginning 21st year		22.00 hrs/mth/wkd
beginning 23rd year		24.00 hrs/mth/wkd

If an employee begins service prior to the 15th of the month, he will be given vacation credit for the full month. Those employees who have not earned vacation credit entitling them to four (4) days vacation may be allowed four (4) days, but they will be compensated only for the vacation credit earned in accordance with the provisions of this Article. For the purpose of this Section, years of service shall mean an officer's employment seniority.

Officers shall accrue vacation leave on a monthly basis. They shall not accrue vacation leave, however, in any month in which they are absent for the entire calendar month without leave, or on a leave of absence without pay.

**SECTION 14.2 - VACATION SCHEDULING:** The City shall allow at least five (5) employees per shift, excluding Battalion Chiefs, to take vacation leave at the same time. Battalion Chiefs shall schedule their vacations separately. A minimum of one (1) Battalion Chief shall be permitted to be off on vacation leave. If in the judgment of the Chief, manpower and conditions will allow, more employees may be allowed to be on vacation. (See Sections 13.4 – Personal Leave, and 23.3 – Authorized Leaves).

Employees shall select vacations in one (1) day increments. Only after all day increments have been selected, employees may schedule any remaining accrued vacation hours. Such hours shall be scheduled by seniority after the initial selection of vacation in days by seniority has been made. Employees shall not pick vacation on a scheduled Kelly Day.

All vacation rollover, other than under Section 15.6A (Duty Injury Leave with Pay), will be done only with the permission of the Fire Chief. These are to be called after all vacations have been called, but before odd hours. The individual will then have the opportunity to fill what is left of vacation slots.

In terms of scheduling vacations and resolving conflicts which may arise, the procedures in effect will continue.

**SECTION 14.3 - SEPARATION:** Officers who resign, retire, or are otherwise permanently separated from the service of the City, shall receive payment for all of their accumulated vacation leave hours upon their separation from employment with the City. In the event of an employee's death, this payment shall go to the employee's beneficiaries.

The amount of this payment for these accumulated vacation leave hours shall be calculated based upon an officer's rate of pay in effect for the officer's regular position on the last day of his/her employment.

## **ARTICLE 15** **LEAVES**

**SECTION 15.1 - GENERAL LEAVE OF ABSENCE:** The City Manager may, at his discretion, grant a leave of absence, not to exceed three (3) months, to any bargaining unit employee for good and sufficient reason. The City shall, at its discretion, set the terms and conditions of the leave, including whether or not the leave is to be paid. Department heads may recommend vacation, injury, and/or sick leave with pay. Such leaves of absence will be requested in writing and reviewed by the City Manager. Those employees granted a non-duty disability leave shall be covered by the City's health insurance without cost to the employee for a period of ninety (90) days. During leaves of absence without pay, the seniority of the employee on leave shall remain frozen at the level of the last day of actual employment.

**SECTION 15.2 - MILITARY LEAVE:** Military leave shall be granted in accordance with applicable law. An employee who is a member of a reserve unit will be granted leave for annual training sessions, provided that notice, whenever possible, is given not less than thirty (30) days before the first day of absence. The City will provide the applicable compensation for annual training, basic training and up to 60 calendar days of advanced or special training as required under 5 ILCS 325, Military Leave of Absence Act. Leave with pay herein for annual training sessions shall not exceed fifteen (15) calendar days.

An employee who is a member of a reserve unit, but not on active duty, shall be allowed to work military exchange days/shift in place of days such employee is scheduled for monthly unit training assemblies, provided such unit training assemblies occur on a regularly scheduled work day/shift of the employee and such scheduling does not exceed the normal shift complement assigned. A request for such military exchange day shall be made to the Fire Chief or his designee sufficiently in advance of the unit training assembly day to permit scheduling of the military exchange day/shift on the employee's regularly scheduled day/shift off. Work performed on a military exchange day/shift shall not be used for overtime calculation or computation purposes.

**SECTION 15.3 - JURY DUTY:** An employee who loses time from work during his normal schedule of work because of jury duty service shall be paid for such time. An employee who is not scheduled to report for jury duty in person at the County or Federal Court House, but who is instructed to phone in for the jury call that work day/shift shall report for his normal schedule of work. Should the employee be advised after such phone call to report for jury duty that work day/shift, the employee shall be excused from work two (2) hours prior to such report time. Jury duty fees received for the duty day shall be offset against such pay. The employee shall furnish to the Fire Division Executive a written statement from court showing the days and the amount of jury duty pay he was eligible to receive for each day. An employee excused from attendance at court after serving on a jury and the trial has concluded, or on a given work day/shift after reporting for jury duty in person and not being selected, shall report back to work within two (2) hours after such release from jury duty. If the official release from jury duty occurs after 5:00 PM that work day/shift the employee shall not be required to return to work that work day/shift..

**SECTION 15.4 - NON-EMPLOYMENT ELSEWHERE:** Duty injury leave, sick leave, or leave of absence will not be granted to an employee to try for or accept employment elsewhere, or for self-employment. Employees who engage in employment elsewhere during such leaves will be terminated by the City.

**SECTION 15.5A - ACCRUAL OF SICK LEAVE:** Employees shall be allowed to take sick leave when they or a member of their immediate family is suffering from a non-service connected illness or disability, provided they are eligible and have accumulated or been advanced sufficient sick leave credit.

Employees shall accrue sick leave on a basis of eleven and two-tenths (11.2) hours per month for 24-hour shift officers and eight (8.00) hours per month for 40-hour week officers. They will accrue sick leave for all months worked, except for those entire calendar months in which they are absent without leave, on an unpaid leave of absence, or as specified in Section 13.3, Holiday Pay- 24 Hour Firefighters.

**SECTION 15.5B - MAXIMUM SICK LEAVE ACCUMULATION:** Employees shall be allowed to accumulate sick leave, without limit, for use as sick leave. For the purpose of sick leave buyout, however, there are limits as detailed in Section 15.5H.

**SECTION 15.5C - ELIGIBILITY FOR PAY AND ADVANCEMENT:**

1. In order to get sick leave with pay, each employee covered by this Agreement agrees to:

(a) report promptly to the Fire Division Chief or his designee the reason for the absence;

(b) to keep the Department or Fire Division Chief informed of the condition;

(c) to use sick leave only for sickness or disability of the employee, except for point "d" below, and to bear the burden of proof of such sickness, if required by the City - the City may require medical examinations;

(d) a permanent employee may also use sick leave with pay for absences necessitated by illness, injury, death, or exposure to contagious disease by a member of his immediate family.

Immediate family is defined as parents, spouse, children, grandchildren, grandparents, brothers and sisters, and in-laws, or at the Chief's discretion. The term "in-laws" is defined as the parents, brothers and sisters, and children of the current spouse of the employee, and the son-in-law and daughter-in law of the employee. Presence of the employee must be actually and immediately required for bona fide serious circumstances or emergencies as reasonably determined by the City, and absence from duty shall not exceed the period of actual need. Sick leave, disability leave, and injury leave are not to be taken simultaneously; only one of the three types may be taken at any one time.

2. Any employee who exceeds his accrued sick leave balance shall have the time automatically deducted from his current accrued leave time in the following order: personal time; current year vacation; accrued vacation balance. Once time has been deducted from accrued leave for use as sick leave, it shall be lost and shall not be repaid as future sick leave accrues. Effective January 1, 2009 the use of accrued vacation balance shall no longer be permitted to be used as current accrued leave time for this purpose. The Fire Chief may, at his discretion, waive the restriction against of accrued vacation balance in an exceptional case of catastrophic illness/injury that has been medically documented.

If the employee has no accrued leave available, the Fire Chief may, for good cause, authorize the employee to be advanced up to sixty (60) hours emergency sick leave. Emergency sick leave will be repaid promptly as sick leave and other leave balances accrue.

If the employee has no accrued leave balances available and has either used all advanced emergency sick leave or is denied emergency sick leave, the employee shall be carried as sick without pay.

**SECTION 15.5D - CERTIFICATION:** If the City has reasonable grounds to believe sick leave is being abused, it may, at its discretion, require any employee requesting paid sick leave to furnish substantiating evidence or a statement from their attending physician certifying that absence from work was required due to medical reasons.

Any employee who is sick three (3) consecutive work days or who utilizes emergency sick leave or accrued leave balances as sick leave under Section 15.5C (2), shall be required to secure and submit a physician's release certifying that he is fit to return to work. This release must be submitted to the employee's department head before the employee will be permitted to return to work.

**SECTION 15.5E - SICK LEAVE CERTIFICATION AND APPROVAL:** It is the responsibility of all officers requesting sick leave to properly notify their Fire Division Chief or his designee. If the City has reasonable grounds to believe that sick leave is being abused, it may require any officer requesting sick leave to obtain and submit a doctor's certification. On such form, the attending physician must certify that he/she has treated or examined the employee or a member of the employee's immediate family, and that the employee's absence from work was required. In any case, such certification form must be obtained and submitted whenever paid sick leave is requested for a sick leave occurrence of three (3) or more consecutive tours of duty.

The City shall have the right, at its discretion, to verify the report of employees or the attending physician concerning the illness or disability of an officer, and to require the officer to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness or disability. Any medical examination ordered by the City to determine the physical fitness for work will be scheduled on the employee's normal work shift. If the employee is ordered to be examined on his day off, the employee shall be compensated at time and one half (1-1/2) his hourly pay rate.

As a result of this physician's statements and examinations, the City may approve or deny an officer's sick leave request, establish limits and conditions for any further approved sick leave connected with the same illness or disability, and allow or reasonably require an officer to return to work on a limited duty basis.

**SECTION 15.5F - ABUSE OR EXCESSIVE USE OF SICK LEAVE:** It is understood that the abuse of sick leave shall constitute just cause for disciplinary action, up to and including discharge. In this regard, it is both the responsibility as well as the intent of the City to take such corrective action as it determines to be necessary. If an officer is disciplined for abuse or excessive use of sick leave, or for excessive tardiness or absenteeism, such disciplinary action shall not be set aside unless it is arbitrary, capricious or discriminatory.

With respect to an officer who the City believes is using sick leave on an excessive basis, however, no such disciplinary action shall be taken until after the City has met with the employee and advised him/her of the City's concern and of the possibility of disciplinary action which may result should the employee continue to use sick leave on an excessive basis. In this same regard, no such disciplinary action shall be taken until after the officer has been given an opportunity to improve his/her record of attendance, and any disciplinary action which is taken shall be progressive in nature.

**SECTION 15.5G – ELIGIBILITY FOR ANNUAL GOOD ATTENDANCE INCENTIVE**

**A.** Effective January 1, 2007 a non-probationary employee hired after December 31, 1996 shall be eligible for good attendance incentive payments based upon the number of sick leave hours that the employee used during the previous calendar year. In addition, an employee hired before January 1, 1997 shall be eligible to opt into the annual incentive plan as described in paragraph B of this Section.

An employee whose sick leave usage qualifies them shall receive attendance incentive payments into their PEHP Account based upon the number of sick leave hours used during the previous calendar year. Payments shall be made according to the following schedule:

24 hour shift employees  
sick leave hours used in previous  
calendar year

Good Attendance Incentive

0-24 hours used	72 hours paid
24.01 – 36 hours used	48 hours paid
36.01 – 48 hours used	24 hours paid
48.01 – 60 hours used	12 hours paid
> 60 hours used	0 hours paid

40 hour week employees

0-8 hours used	32 hours paid
8.01 – 16 hours used	24 hours paid
16.01 – 24 hours used	16 hours paid
24.01 – 32 hours used	8 hours paid
> 32 hours used	0 hours paid

In addition to the above payments made into the employee's PEHP account, any sick leave hours accrued during the calendar year which are unused or not paid into the employee's PEHP Account shall be added to the employee's accrued sick leave bank up to the limits prescribed in Section 15.5H (4) (Good Attendance Career Buy Back Plan).

- B. An employee hired before January 1, 1997 shall have the option on January 1, 2007 to remain under the existing Career Buyout Plans A or B, or to opt into the Annual Good Attendance Incentive Plan. Such employee who opts into the Annual Good Attendance Incentive Plan shall receive the annual incentive payments for which he is eligible and shall be eligible for the Good Attendance Career incentive described in Section 15.5H (4). Such option into the Annual Good Attendance Incentive Plan or determination to remain in the existing Career Buyout Plan shall be irrevocable. An employee who does not opt into the Annual Good Attendance Incentive Plan shall receive the Career incentive payments described in Section 15.5H (3).

**SECTION 15.5H - PAYMENT FOR UNUSED SICK LEAVE:** Persons who complete original probation and are later separated from City employment will be compensated for unused sick leave. Payment will be on the basis of the employee's selection from Plan A, B or C below:

1. For employees who are not retiring, retiring on disability, or who have not vested in a pension plan at the time of separation, their payment for unused sick leave shall be as provided in paragraph 2.

2. Career Plans

PLAN A

Officers hired prior to 7/1/85 have previously been assigned individual maximum limits, which in no case is less than 1344 hours for 24-hour shift employees or 960 hours for employees assigned to 40-hour weeks. Officers hired after 7/1/85 may accumulate up to 1344 hours or 960 hours for buy back purposes on the basis of the employee's assigned work schedule.

Payment up to the maximum allowed will be on the following schedule:

<u>24-Hour Shift Employees</u>		<u>40-Hour/Week Employees</u>	
1 - 280 hours	20%	1 - 200 hours	20%
281 - 560 hours	40%	201 - 400 hours	40%
561 - 840 hours	60%	401 - 600 hours	60%
841 - 1344 hours	80%	601 - 960 hours	80%

All hours accumulated over 1344 hours or 960 hours on the basis of the employee's assigned work schedule shall be compensated at sixty percent (60%) and paid by the Employer to the employee's PEHP account.

1. Payment for employees hired prior to 4/1/80 will be computed as a percentage of final salary.
2. Payment for employees hired 4/1/80 and after will be computed as a percentage of average career salary.

#### PLAN B

Officers who have accumulated at least 561 hours and up to a maximum of 2,150 hours for payment shall be compensated at sixty percent (60%) of the employee's rate at the time of separation. All hours accumulated by an employee over 2150 hours shall be compensated at sixty percent (60%) and paid by the Employer to the employee's PEHP account.

4. Good Attendance Career Buy Back Plan.

Employees covered by or participating in this Plan may accumulate up to 850 hours (24 hour shift) or 607 hours (40 hour employees) for buy back purposes. Payment for unused sick leave hours up to the maximum allowed shall be made on the following schedule:

<u>24 hour shift</u>				<u>40 Hour/Week</u>			
1-180	hours	-	20%	1-125	hours	-	20%
181-360	hours	-	40%	126-255	hours	-	40%
361-530	hours	-	60%	256-380	hours	-	60%
531-850	hours	-	80%	381-607	hours	-	80%

All hours accumulated by an employee over 850 hours (24-hour shift) or 607 hours (40-hour/week) shall be compensated at sixty (60%) and paid by the Employer into the employee's PEHP account.

An employee hired before January 1, 1997 who has more than 850 hours of unused sick leave (24 hour shift) or 607 hours unused sick leave (40-hour/week) on January 1, 2007 and who opts for the Annual Good Attendance Incentive Plan shall remain under Career Plan A or B for the purpose of unused sick leave buyback.

**SECTION 15.5I - BUDDY SYSTEM:** The City shall permit employees to work in the place of one another for a period up to ninety (90) calendar days for purposes of extending non-duty related injury leaves, if that employee, on non-duty injury leave status, has exhausted all of his vacation, personal and sick leave.

Employees who voluntarily desire to assist another employee who is unable to work due to sickness, and has exhausted all sick leave, and who is in documented need of sick leave due to an off-the-job illness or injury of the employee or of a member of the immediate family (as defined in Section 15.5C), and which requires the employee's presence, may do so in either of the following ways for up to twelve (12) months after the employee has exhausted all sick leave:

1. The City shall permit employees to work in place of one another where the employee performing the work is qualified to do the work of the employee being replaced, and the replacement will not result in FLSA overtime for the replacing employee.
2. Accrued sick leave may be donated to Suppression employees in blocks of twelve (12) or twenty-four (24) hours and to 40-hour employees in blocks of eight (8) hours. When Suppression employees



donate to 40-hour employees or vice versa, the hours shall be converted as set out in Section 20.5 to result in the appropriate hours to the receiving employee. The donating employee shall not be allowed to donate hours if that donation will drop the donor's accrued sick leave balance below one hundred twelve (112) hours for an employee assigned to Suppression or below eighty (80) hours for an employee assigned to a forty (40) hour work week.

3. Sick leave donated shall not be considered as "sick leave hours used" by the employee donating such leave in the determination of the employee's appropriate Annual Good Attendance Incentive.

Under either option, pre-scheduled leave time of the receiving employee shall be used as scheduled and sick leave shall be used as accrued in the 24/12 or 8-hour blocks, as outlined above.

**SECTION 15.6A - DUTY INJURY LEAVE WITH PAY:** Officers who are required to be off work as a result of a service connected illness or disability shall continue to receive their full salary. Officers in Suppression who work a 24-hour shift may receive up to 2,912 hours of IOD, while the 40-hour per week employee may receive up to 2,080 hours. At the conclusion of the appropriate leave period, or whenever an officer no longer qualifies, they shall be eligible to apply for Workers Compensation in the manner and to the extent such is provided and required by the Illinois Industrial Commission.

Officers who are off on IOD or Workers Compensation at the time they are scheduled for vacation or personal time, may reschedule, or observe the time as vacation/personal. If observed as originally scheduled, the time will not count towards the maximum allowable hours to be off at full pay. If the employee does not reschedule his vacation or personal time during the current year, it shall be rolled over into the next fiscal year and the rolled-over vacation time will be called after all vacations have been called, but before odd hours; the individual will then have the opportunity to fill what is left of vacation slot(s).

The rolled-over personal time shall be used within the first three (3) months of his return to duty or the next fiscal year, whichever occurs first, and if the employee is unable to use this rolled-over personal time during this period, the personal time will be lost.

If the employee wishes to reschedule his vacation leave during the current year, he shall be able to pick:

- 1) any open vacation slot(s); or
- 2) any vacation slot(s) which his length of service seniority would have originally afforded him; but in no instance shall the total number of vacation slots exceed six (6), excluding Battalion Chiefs, for a combination of scheduled and rescheduled vacations.

Employees must return to duty before rescheduling vacation leave. Employees rescheduling vacation shall not displace any scheduled employee from his vacation slot.

**SECTION 15.6B - DUTY INJURY LEAVE CERTIFICATION AND APPROVAL:** All officers requesting a paid duty injury leave shall be required to obtain and submit a statement from their attending physician confirming the nature and extent of their service connected illness or disability, certifying that their absence from work is required because of the illness or disability, and indicating whether or not and to what extent they could return to work on at least a limited duty basis.

The City shall have the right, at its discretion, to verify the report of the attending physician concerning the service connected illness or disability of an officer, and to require the officer to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness or disability.

As a result of this physician's statements and examinations, the City may approve or deny an officer's duty injury leave request, and establish limits and conditions for any further approved duty injury leave connected with the same illness or disability.

The decision of the City and benefits concerning Worker Compensation may be appealed by the officer in accordance with applicable law.

Furthermore, if either this physician or the officer's physician certifies that the officer is capable of working on at least a limited duty basis, then the City shall have the right to require that the officer return to work on a limited duty basis. The duration of limited duty assignment for the duty-related injury or illness shall not exceed one hundred eighty (180) calendar days. The Fire Chief may approve an additional ninety (90) calendar days of limited duty assignment beyond the one hundred and eighty (180) calendar day limit when medical documentation indicates a probable return to full duty within that period or when an application has been made and is pending for a duty-related disability pension.

The City of Peoria and Firefighters Local 50 recognize there is some support for the physical and psychological recovery benefits of helping an injured/ill employee maintain as consistent a work environment as is both safe and practical. To that end, the Fire Chief shall grant two (2) twenty-four (24) hour light duty assignments per shift. Such assignments will be given on a first come, first serve basis. If, by being placed on a forty (40) hour light duty assignment, an employees' family will experience severe strain and hardship, and both twenty-four (24) hour light duty assignments are filled, the Fire Chief shall have the right to place that employee in a twenty-four (24) hour light duty assignment in place of the least senior employee currently holding a twenty-four (24) hour light duty assignment. In order to be considered for a twenty-four (24) light duty assignment, the employee must have written authorization from his treating physician as well as approval of the City Physician, and must also have the medical expectation of returning to full duty within one month of application of the twenty-four (24) hour light duty assignment. This expectation does not apply to the employee who will have family hardship by being placed on a forty (40) hour light duty assignment. If an employee is granted a twenty-four (24) hour light duty assignment and, during the course of his assignment his return to full duty status changes, the Fire Chief shall have the authority to remove the employee from the twenty-four (24) hour light duty assignment and place him on a forty (40) hour light duty assignment. Furthermore, the employee assigned to twenty-four (24) hour light duty will not be compensated for any rehabilitation or other medical treatment occurring on the employee's off days. The employee shall be allowed to attend any such treatment while on his duty day.

**SECTION 15.6C - DUTY INJURY LEAVE RELEASE:** The City shall have the right, at its discretion, to require any officer on duty injury leave to obtain and submit a physician's release certifying that he/she is fit to return to work and perform all the duties of his/her position at any time. This release, when required by the City, must be submitted to the Personnel Director before the officer will be permitted to return to work.

Furthermore, the City may require, at its discretion and at its cost, that an officer take a medical physical in conjunction with the above duty injury leave release procedure. Depending upon the results of this medical physical, the City may approve or deny the officer's request to return to work.

**SECTION 15.6D - DUTY INJURY LEAVE PAY:** It is understood and agreed by the City and the Union that the duty injury leave period and/or light duty assignments shall not commence before the start of the next regularly scheduled shift day or tour of duty immediately following the shift day or tour of duty during which the duty-related injury occurred. Furthermore, and in this same regard, when officers who suffer on-the-job duty-related injuries are authorized to leave work because of such injuries, they shall nonetheless receive their regular pay and benefits for that full work day or tour of duty, or for that part of a partial work day or tour of duty which they would have been compensated for had they not been injured.

**SECTION 15.7 - WORKERS COMPENSATION PAY:** Upon the expiration of the maximum duty injury leave period, officers shall be eligible to receive Workers Compensation pay, in the manner and to the extent such is provided and required by the Workers Compensation Act (820 ILCS 305/1 et seq.), and any other applicable law.

The terms, conditions, procedures and requirements set forth concerning "Duty Injury Leave Certification and Approval", and "Duty Injury Release", shall also apply with respect to requests and claims for Workers Compensation pay.

**SECTION 15.8 - BENEFITS WHILE ON LEAVE:** Seniority, sick leave, vacation, personal time and employment credits will accrue while an employee is on a leave with pay (including military leave) or on duty injury leave. The accrual of personal leave for an employee on active military duty shall be limited to the first twelve (12) months of active military duty. Persons on these paid leaves shall be eligible to continue to participate in the City's group medical and term life insurance plan.

Persons on unpaid leave (other than military leave) of more than one (1) calendar month will not accrue sick leave, vacation and personal leave. They will retain their accumulated balances but will not be eligible to use any such accumulated leave. Officers in this category shall not accumulate employment seniority or their time-in-rank seniority while off work. Persons on unpaid leave shall be eligible to participate in the insurance plans, provided that they pay all of the premium costs for these plans, including the City's share. Accrual by those on Worker Compensation will be covered by applicable law.

The re-scheduling of vacation and personal time for personnel returning from a leave with pay (including military leave) or duty injury leave shall be in accordance with the rolled-over vacation and personal time re-scheduling procedure outlined in Section 15.6A – Duty Injury Leave With Pay.

Leave with pay shall be considered military leave for annual training, basic training, and up to sixty (60) calendar days of advanced or special training as required under 5 ILCS 325, Military Leave of Absence Act.

**SECTION 15.9 - FAMILY AND MEDICAL LEAVE ACT (FMLA):** The City and the Union agree to work together to comply with all Federal regulations governing Family and Medical Leave. Eligible employees will be entitled to twelve (12) weeks of Family and Medical Leave per twelve (12) month period for covered reasons. All aspects of the leave will be governed by the Federal Regulations, unless mutually agreed otherwise.

For purposes of administration, the year period shall be a twelve (12) month period measured forward from the date an employee's first FMLA leave period begins. All time taken by an employee shall be counted towards the required twelve (12) weeks of Family and Medical Leave, if it is for one of the covered areas. Employees shall be required to use all applicable accrued leave time prior to going on unpaid status. Accrual of benefits for any time an employee is on unpaid status shall be as provided in Section 15.8, except that the availability of health insurance shall be as required in the Family and Medical Leave Act.

**SECTION 15.10 - CHARITABLE LEAVE:** The Fire Chief shall have the discretion to grant up to two hundred eighty-eight (288) hours annually to the Union, to be used by its members, without loss of pay or benefits, for charitable activities. The Union President and the Fire Chief shall jointly administer the charitable leave plan. The City will not be required to hire back to cover their vacated positions.

**SECTION 15.11 – BEREAVEMENT LEAVE:** All permanent full time regular employees shall be eligible for up to one (1) shift day (24-hour employees) and three (3) days (40-hour employees) paid bereavement leave, per occurrence, in the event of the death of a member of the employee's immediate family (as defined in Section 15.5C). In the case of the 40-hour employee, the three days paid bereavement leave must be taken between the date of the death and within three work days after the funeral/memorial service. In the case of 24-hour shift employees, the bereavement shift day must be taken between the date of the death and within one duty shift of the funeral/memorial service. Should the bereavement leave occur on a shift/days previously scheduled as vacation, the bereavement leave shall be taken and the interrupted vacation day(s) re-scheduled during the calendar year in accordance with Department policy. In the event that a vacation slot is not available during the current calendar year the vacation that was pre-empted by the bereavement leave may be carried over and taken in the next year in accordance with the guidelines established in Section 15.6A, Duty Injury Leave with Pay. If additional time off is

needed, the Fire Chief may approve the employee's use of accrued vacation and/or personal leave. Upon request, the employee will provide substantiating documentation of the need for the leave.

## **ARTICLE 16**

### **HOURS OF WORK AND OVERTIME**

**SECTION 16.1 - WORK DAY AND WORK WEEK DEFINED - KELLY DAYS AND PEORIA DAYS:** The work day for employees assigned to Fire Suppression shall be twenty-four (24) consecutive hours on duty, followed immediately by forty-eight (48) consecutive hours off-duty. Twenty-four (24) hour shifts shall commence at 7:00 a.m. and end at 7:00 a.m. the following day. Work days and work weeks shall not be altered during the term of this Agreement.

A. The annual average hours of work shall normally not exceed 52.00 hours per week. The average weekly hours shall be accomplished by scheduling every 14th duty shift as a "Kelly Day" off duty. Scheduling of the initial "Kelly Day" on any shift shall be done by job seniority.

B. For employees assigned to an eight (8)-hour shift, the work day shall consist of eight (8) hours per day, five (5) days per week, Monday through Friday, for a total of forty (40) hours. Work days or work weeks shall not be altered during the term of this Agreement. Employees in the bargaining unit so assigned shall receive "Peoria Days" as provided herein. A "Peoria Day" is an eight (8) hour period for employees assigned to eight (8) hour per day schedules. Employees shall be entitled to one (1) "Peoria Day" per calendar quarter worked. A "Peoria Day" is not earned leave time, but is an effort to reduce actual hours worked in the calendar quarter.

Eight (8) hour employees shall select their "Peoria Days" off by seniority with not more than one (1) per calendar quarter, provided however, once selected, such days shall be fully tradable with all other employees and may be combined with any and all other time off on days of the employee's choosing. Any such trade shall be considered a duty trade for the purpose of Fair Labor Standards Act (FLSA) overtime.

C. The regular straight-time hourly rate shall be computed by dividing the annual salary of employees assigned to 24-hour shifts by the total annual hours for which they are paid which is 2703. For employees assigned to eight (8) hour shifts, the regular straight-time rate shall be computed by dividing their annual salary by 2080. The overtime rate shall be one and one-half (1-1/2) times the regular straight-time rate.

D. Once "Kelly Days" have been selected, they shall be fully tradable with all other employees and may be combined with any and all other time off on days of the employee's choosing. Any such trade shall be considered a duty trade for the purposes of FLSA overtime.

**SECTION 16.2 - FLSA WORK CYCLE:** The City shall establish an individual FLSA work cycle for each employee covered by this Agreement which commences at 7:00 p.m. on the first day of the cycle and concludes at 7:00 p.m. on the last day of the cycle. The work cycle shall be 21 days in length. Each employee's work cycle shall be established so that the employee's "Kelly Day" falls on the shift starting at 7:00 a.m. on the last day of the work cycle and ends at 7:00 a.m. on the first day of the succeeding work cycle.

**SECTION 16.3 - OVERTIME:** Employees shall receive additional compensation at half time (1/2) for all hours actually worked in excess 159 hours in a 21 day work cycle (in the case of employees assigned to 24-hour shift schedules) or 40 hours in a 40-hour week (for employees assigned to 8-hour shift schedules) for FLSA compensation.

Employees shall be paid at the overtime rate of one and one half (1-1/2) times their regular rate of pay for all hours worked in excess of their regular workday or workweek. Hours "paid as if worked" shall count as hours of work for the purposes of overtime pay, but not for FLSA overtime hours.

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

**SECTION 16.4 - COMPULSORY OVERTIME:** In the event of an existing fire emergency or disaster, as declared by the City, the Fire Chief may order off-duty employees to return to work. It is agreed that there will be a uniform method of rotation to cover these compulsory call-backs to work. All such call-backs shall be paid at the rate of time and one-half (1-1/2) times the employee's regular rate of pay calculated on a forty (40) hour work week, regardless of the employee's regular work week, and shall be paid for a minimum of four (4) hours or actual time spent, whichever is greater.

Those employees held over their normal relief time for working structure fires shall receive one (1) hour pay for return to service and clean up after their arrival time in the quarters. Those employees held over for all other types of alarms shall receive one-half (1/2) hour pay after their arrival time in the quarters to complete paperwork and return equipment back to service. There will be a four (4) hour minimum paid for all employees ordered to an extra alarm emergency incident. One-fourth (1/4) hour travel time (arrival time) will be included in the computation of this overtime.

**SECTION 16.5 – COMPENSATORY OVERTIME:** All compensatory time earned will be at the discretion of the Fire Chief. He will submit a semi-annual report to the Union of those bargaining unit employees who receive compensatory time. This semi-annual report will state the employee's name, hours, and the reason for compensatory time.

**SECTION 16.6 - TIME-TRADING:** Bargaining unit employees may trade time and tours of duty with other employees of the same rank, or one rank higher or lower, except as provided in Article 24.3 (Acting out of Rank), subject to the following:

- (a) The trading of time is done voluntarily by the employees and not at the request of the Employer.
- (b) The trade is not made for reasons related to the Employer's business operations; but is due to the employee's desire or need to attend to a personal matter.
- (c) The minimum number of hours traded equals six (6) hours.
- (d) The time-trade must be in writing on the request form.
- (e) All trading is subject to the reasonable approval of the Battalion Chief, or the Fire Division Chief, as per the policies of the Fire Chief. Denials, if any, will be handled with Union representative involvement.
- (f) Trades must be approved the workday before, or with the approval of the appropriate Battalion Chief.
- (g) Suppression Battalion Chiefs shall not be permitted to time trade on days when the other Battalion Chief is scheduled to be off work, unless the time trade occurs with another Battalion Chief.

All care will be taken to ensure that those members trading time will fulfill the obligations of the members with whom they are trading time. The administration of trading time will be under the Fire Chief's direction and under the current rules presently in effect.

Repayment of duty trade days or compensation for the employee actually working shall be the responsibility of the individual employees, and not the Department.

**SECTION 16.7 - NO PYRAMIDING:** Compensation shall not be paid more than once for the same hours under any provision(s) of this Article or Agreement. In the event an employee is called in on overtime less than four (4) hours prior to the beginning of the employee's work shift, the employee shall go on regular straight time pay at the beginning of the shift.

**ARTICLE 17**  
**INSURANCE**

The subject of health insurance has been deferred to the City of Peoria Joint Labor/Management HealthCare Committee by separate agreement.

**ARTICLE 18**  
**MEDICAL TREATMENT**

**SECTION 18.1 - TREATMENT COSTS:** Employees injured or exposed to illness during their work hours and the performance of their duties shall be provided with all necessary medical treatment as per the Illinois Worker Compensation Act.

**SECTION 18.2 - NOTICE OF EXPOSURE:** The City shall notify all employees immediately upon discovery that they may have been exposed to a contagious disease or illness during their hours of work and the performance of their duties. The City shall take appropriate counter-measures for the protection of employees and their families in such cases.

**ARTICLE 19**  
**LIFE INSURANCE**

**SECTION 19.1 - GROUP TERM LIFE INSURANCE COVERAGE:** During the term of this Agreement, the City shall provide each full time officer with a paid six thousand dollar (\$6,000) group term life insurance policy.

**SECTION 19.2 - FUNERAL EXPENSE:** In the event an active officer dies as the result of a work related or personal illness or accident, the City shall pay the sum of three thousand dollars (\$3,000) toward funeral and connected expenses to the surviving spouse (or, if none, to the heirs), regardless of amounts paid from other sources.

**SECTION 19.3 - RIGHT TO SELECT CARRIERS:** The City reserves the right, at its sole discretion, to select the insurance company through which such group term life insurance policy is to be issued, and to change this insurance carrier. In this same regard, the City also reserves the right, at its sole discretion, to provide such group term life insurance benefits through its own self-insurance program.

When the City's group term life insurance benefit is provided through an insurance company, the benefit shall be subject to the provisions of the policy between the City and the insurance carrier.

**ARTICLE 20**  
**MISCELLANEOUS PROVISIONS**

**SECTION 20.1 - ACCEPTANCE OF GIFTS:** No gift or favors shall be accepted by a City employee which has been given because of his/her employment with the City of Peoria.

**SECTION 20.2 - DEFAULT ON INSURANCE PREMIUMS:** All insurance premiums which are the sole responsibility of any current or retired employee due the City must be submitted on a timely basis. Unless previous arrangements are made and approved by the City, failure to pay such premiums may result in termination of coverage without liability to the City.

**SECTION 20.3 - DRIVER'S LICENSE:** All commissioned employees shall be required to obtain and maintain an appropriate driver's license. The City agrees to provide equipment and reasonable training to assist employees in obtaining such driver's license. Failure to inform the City of a suspended and/or revoked license may result in termination. (Also see section 8.6 – Loss of License)

**SECTION 20.4 - SERVICE OF NOTICES:** Notices hereunder shall be deemed to have been adequately given if served by registered mail upon the persons named below at the address indicated, unless otherwise notified in writing:

NOTICE TO THE UNION SHALL BE ADDRESSED TO:

President  
Firefighters Local 50  
P.O. Box 5005  
Peoria, IL 61601-5005

Secretary  
Firefighters Local 50  
11326 N. Columbine  
Dunlap, IL 61525

NOTICE TO THE CITY SHALL BE ADDRESSED TO:

Human Resources Director  
City of Peoria  
419 Fulton St., Room 203  
Peoria, IL 61602

Fire Chief  
City of Peoria  
505 NE Monroe  
Peoria, IL 61603

**SECTION 20.5 - BENEFIT CONVERSION PROCEDURE:** Officers who may be reassigned from a twenty-four (24) hour shift schedule to a forty (40) hour work week schedule, or vice versa, shall have their accumulated personal leave, vacation leave, sick leave, and compensatory time hours converted on the following basis:

- A. NEW 40-HOUR PER WEEK OFFICERS - To determine the equivalent benefit hours for new forty (40) hour per week officers, multiply the officer's twenty-four (24) hour shift accumulated benefit hours times a conversion factor of .7143.
- B. NEW 24 HR. SHIFT OFFICERS - To determine the equivalent benefit hours for new twenty-four (24) hour shift officers, multiply the officer's 40-hour per week accumulated benefit hours times a conversion factor of 1.4.

**SECTION 20.6 - FIRE DEPARTMENT RULES AND REGULATIONS:** Nothing in this Agreement shall be deemed to restrict the right of the Employer to establish reasonable rules and regulations governing the conduct of employees and the performance of their duties, provided such rules and regulations are not inconsistent with the terms of this Agreement. Employees shall abide by such rules and regulations. The Employer agrees to provide all employees with individual copies of all rules and regulations, orders, and other memoranda establishing



requirements for the employees in the performance of their duties, keeping the same current and up-to-date. The Employer shall not establish, or permit to be established, any condition of employment that is not set forth in the terms of this Agreement. The Parties agree to jointly establish a Rules and Regulations Committee, consisting of equal representation, the purpose of which shall be to conduct annual review and updating of Departmental Rules, Regulations, and Orders. Recommendations of the Committee, or its members, shall be served upon the Fire Chief and the Union President for their consideration.

**SECTION 20.7 - PERSONAL USE OF CITY PROPERTY:** The use of City property for personal use is prohibited.

**SECTION 20.8 - TELEPHONE:** All employees shall be required, as a condition of continued employment, to obtain and maintain an operating telephone in their place of residence.

**SECTION 20.9 - PAYROLL DEDUCTIONS:** If the employee so desires, the payroll division may make certain deductions from his/her check. Among these are savings and payments to the credit union, United Way contributions, employee clubs, Union dues and assessments, insurance, and additional withholding tax. All deductions must be requested in writing, dated, and signed by the employee.

**SECTION 20.10 - FIRE SCIENCE TUITION REIMBURSEMENT:** The Fire Department has established a standard operating procedure for tuition reimbursement for Fire Science courses that are not taught locally. That standard operating procedure will be maintained for the duration of this contract.

**SECTION 20.11 - CAFETERIA PLAN:** The City shall maintain a Section 125 Qualifying Cafeteria Plan (under Section 125 of the Internal Revenue Code) for employees represented by the Union. Contributions to the Plan may be used by the employees to pay toward their portion of health insurance premiums, qualifying medical expenses, and qualifying child care expenses.

**SECTION 20.12 - EMPLOYEE ASSISTANCE PROGRAM (EAP):** The City shall establish an Employee Assistance Program to assist employees and their immediate families who may be experiencing personal problems which the individual believes may be assisted by brief counseling and referral, or who desires to participate in any of the other classes, services, etc., offered by the EAP. Voluntary participation in the EAP shall be confidential and is not to be used for any purpose affecting the employee's employment. Participation in the program shall not be used as an excuse for poor job performance to avoid discipline.

**SECTION 20.13 – LABOR-MANAGEMENT COMMITTEE:** The Labor-Management Committee shall meet monthly. The agenda for the meeting shall be submitted by the Union to the Fire Chief forty-eight (48) hours in advance of the meeting. Meetings held in the odd numbered months will be attended by the entire Executive Board, and meetings held in the even numbered months will be attended by the major officers of the Executive Board. Minutes will be taken. The Safety Committee may also be included in these meetings. No more than two (2) Union representatives shall attend on duty time.

**SECTION 20.14 – JOURNEYMAN:** Upon request, members of the Peoria Fire Department may obtain a Journeyman Certificate, as prescribed by the United States Department of Labor.

**SECTION 20.15 – VEHICLES IN THE FIRE STATION:** On-duty personnel may garage their privately-owned vehicles on the apparatus floor where space is available each day after 1700 hours, or earlier, if approved by the House Captain. Privately-owned vehicles shall not impede the movement of fire apparatus nor significantly affect personnel's access to the apparatus. Personnel who choose to garage their privately-owned vehicles on the apparatus floor do so at their own risk and the City shall not be responsible for any damage to such vehicles.

At most Fire stations, everyone is able to garage their privately-owned vehicles, but occasionally, circumstances might reduce the available room for privately-owned vehicles; whereby, it is suggested that job seniority then



determine which cars are to be brought in or left out. Personnel may choose to keep their privately-owned vehicles outside. The House Captain has the final authority to decide which vehicles are brought in.

Once the privately-owned vehicles are brought in, either leave the keys in the ignition or in a specified place, so the vehicles can be easily moved.

Do not perform incapacitating repairs or maintenance on privately-owned vehicles while they are in the Fire Station.

Garaging privately-owned vehicles in the Fire Station is a privilege, not a right.

**SECTION 20.16 – PRIVATE EQUIPMENT IN THE FIRE STATION:** Employees may use and store equipment such as exercise equipment, radios, televisions, etc., so long as the equipment does not disrupt the operations of the Fire Department, or the equipment is not used for personal gain. The final authority will be at the discretion of the Fire Chief.

## **ARTICLE 21** **UNIFORMS**

**SECTION 21.1 - UNIFORMS:** All new probationary Firefighters shall be provided with a new recruit uniform by the City at the beginning of their original appointment probationary period. This recruit uniform shall include, but not necessarily be limited to, the following clothing items (subject to Departmental specifications):

- |   |                                  |
|---|----------------------------------|
| 3 - Station Uniform Pants                             | 1 - Uniform Cap                  |
| 3 - Station Uniform Shirts (long sleeve)              | 1 - Uniform Badge                |
| 3 - Station Uniform Shirts (short sleeve)             | 1 - Uniform Name Plate           |
| 1 - White Uniform Dress Shirt                         | 3 - Work Uniform Shirts          |
| 1 - Uniform Necktie (black)                           | 1 - Black Belt                   |
| 1 - Uniform Jacket (winter parka)                     | All required turnout safety gear |
| 1 - Uniform Jacket (light weight "IKE" style w/liner) |                                  |

**SECTION 21.2 - UNIFORM FOR PROMOTED OFFICERS:** The City shall provide all promoted officers with those clothing items, as specified in Section 21.1 above, which are unique to their new position classification (rank) and thus required because of such promotion. The City shall also provide these promoted officers with any new uniform hardware which they are required to wear.

**SECTION 21.3 - PROVIDED BY EMPLOYER:** All required uniforms and necessary protective clothing and devices shall be provided at no cost to each employee by the City. Such uniforms and equipment must be approved by OSHA and Fire Brigade and meet those standards. Employees shall not abuse property issued to them by the City.

**SECTION 21.4 - REPLACEMENT UNIFORM:** Uniform articles which are worn out or damaged in the performance of Fire Department duties will be replaced by the Department per current rules.

**SECTION 21.5 - WEARING OF CLOTHING:** All officers who are provided with clothing items are required to wear these clothing items in accordance with applicable Fire Department Rules and Regulations. In this regard, officers are required to be in uniform by the beginning of the scheduled commencement of their work day or duty shift, with their clothing items being clean and neat in appearance. Furthermore, officers shall only be authorized to wear their clothing items while they are on duty or involved in official City business, while they are in transit to and from work, and during such other times that they may be otherwise permitted or required by the City.

**SECTION 21.6 - RETURN OF CLOTHING:** All clothing items provided to officers shall remain the property of the City. Upon an officer's permanent separation (other than retirement or duty disability) from the service of the City, all such items, other than those worn out through normal use, must be returned (or paid for) by the officer before his/her final payroll check will be issued.

**SECTION 21.7 - PERSONAL ITEMS ALLOWANCE:** The Department can establish reasonable standards for personal articles which are to be supplied by the individual officer.

A personal item allowance will be paid to all uniformed officers in January of each year. The amount of the allowance will be three hundred fifty dollars (\$350) per year.

## **ARTICLE 22** **SAFETY**

**SECTION 22.1 - MUTUAL EFFORTS:** While the Parties recognize that there are certain inherent dangers in the work performed by employees in the Fire Service that cannot be totally prevented, each Party pledges its best efforts to establish and promote safe working conditions. The City shall take all reasonable steps for the protection and safety of bargaining unit employees during their hours of work and the performance of their duties. The employees shall follow all reasonable safety rules established by the Employer consistent with the terms of this Agreement. The Parties further agree to maintain the Accident and Safety Committees jointly established for the promotion of safety and data collection within the Fire Department according to the past practice of the Parties.

## **ARTICLE 23** **STAFFING**

**SECTION 23.1 - AUTHORITY TO DETERMINE STAFFING:** It is understood and agreed that the City, through its Fire Chief, has and shall continue to have total responsibility and authority to determine locations, types and numbers of fire, rescue and Haz Mat vehicles that shall be placed in operation. It is further understood that the Fire Chief will solicit the input of Local 50 while formulating such decisions.

**SECTION 23.2 - FIRE SUPPRESSION UNIT STRENGTH:** All Department vehicles that are in service, except for one (1) Rescue vehicle and Battalion Chief vehicles shall be staffed with a minimum of three (3) employees at all times which shall include one (1) Captain, one (1) Engineer, and one (1) Firefighter.

Both Battalion Chief vehicles shall be staffed at all times by officers within that rank or by personnel acting in that rank with a minimum of one (1) Battalion Chief on duty at all times.

Exception: Effective July 1, 2006 one Rescue vehicle shall be staffed with one (1) Captain, one (1) Engineer, and one (1) Firefighter

A second Rescue vehicle may be operated as a "jump crew" consisting of the crew members normally assigned to the Engine with which it is housed.

Effective with the date of the graduation of the first recruit class from the Fire Academy in 2008 one Rescue vehicle will be staffed with a minimum of three (3) employees at all times as outlined in the first paragraph of this Article, and a second Rescue vehicle shall be staffed with two employees comprised of one (1) Fire Captain and one (1) Engineer for the duration of this Agreement. The Union agrees that additional staffing of this second Rescue vehicle shall not be required provided existing Department incident response protocols are continued and maintained.

At no time, while in service, shall Marine 1 be staffed with fewer than four (4) Fire Suppression personnel. Marine 1 may be operated with a "jump crew" from whatever apparatus is dispatched on the call. This shall not be interpreted to prevent the Fire Chief from assigning Marine 1 to Special Duty details in which it would be staffed from the Special Hire Book.

In the event the City decides to put into service apparatus not mentioned above (e.g. "squirts"), the City will reasonably notify the Union, and bargain upon request concerning the appropriate manning levels for such apparatus to the extent required by law.

For the purpose of this Section, the rank allocation shall be interpreted to include persons within that rank or employees acting in the capacity of that rank, except as noted above.

**SECTION 23.3 A - AUTHORIZED LEAVES:** In the Articles on vacation and personal leave, etc., the Parties agree that specific numbers of persons were to be allowed off work each work day. In summary, the Department agrees that a minimum of six (6) employees per day, excluding Battalion Chiefs, will be allowed off work for a combination of vacation and personal days. Also, a minimum of one (1) Battalion Chief per day shall be allowed off work; except that two (2) Battalion Chiefs shall be allowed off when one (1) Battalion Chief is on vacation and one Battalion Chief is on personal leave. If in the judgment of the Chief, manpower and conditions will allow, more persons may be allowed off work for vacation and/or personal days. (See also Sections 13.4 – Personal Days and Section 14.2 – Vacation Scheduling).

#### **B. DUTY RELIEF CAPTAINS AND ENGINEERS (FLOATERS)**

Each shift shall be staffed with two (2) additional Engineers and two (2) additional Captains over and above the required staffing levels. These additional personnel shall act as duty relief for employees in their respective rank who are absent from duty due to vacation, personal time, Kelly Days, etc. In the event that any, or all, of these duty relief personnel are not utilized in their respective rank on a given day, they will be assigned by their Battalion Chief to vacancies on their respective shift according to the current practice.

**SECTION 23.4 - RANK STRUCTURE/REDUCTION:** In reorganizing, the City will not reduce rank structure or manpower by lay-off.

**SECTION 23.5 – TRANSFERS:** The Chief of the Fire Department shall have the authority to transfer members of the Department at such times as he deems expedient and beneficial to the Department. The Chief of the Department may designate this responsibility to the Fire Division Chief/Operations.

Transfers shall not be used as harassment. The burden of proof shall be the responsibility of the complainant.

Company assignment preference will be granted on the basis of seniority in rank on the shift where the vacancy exists. Any transfers or assignments which do not follow this procedure shall be reviewed by the Chief or his designate and an explanation given to the individual whose assignment is not granted.

Mutually agreed to transfers will be granted with the approval of the Fire Chief or his designate.

In the event it becomes necessary to transfer a member of the bargaining unit, due to a disciplinary problem or incompatibility problem, the member being transferred will be switched with the least senior employee of the same rank and shift, unless there is a mutually agreed to transfer with another bargaining unit member of the same rank on any shift.

All efforts will be made to accommodate the needs of the individual in case of emergency transfers.

When a company will be out of service, the Battalion Chief may transfer the officer involved to assume the duties of an officer who is on authorized sick leave, vacation, or personal time over six (6) hours or at the Fire Chief's, or his designate's, discretion.

In the absence of the Company Officer, the regularly assigned Engineer of that Company will be transferred to the Officer's position to assume command of that Company.

In stations with multiple Companies:

- (1) In the event that the Captain and Engineer on a machine are absent at the same time, the Captain(s) of the other Company (ies) in the same Station will be given the option by seniority in rank to transfer to assume command of the other Company. If the Captain(s) does not choose to move, Engineers may be transferred by seniority in rank from Company to Company within that Station and shift to assume command so as to avoid double transfers.
- (2) In the event that the Captain and Engineer on a machine are absent at the same time, and there is no Captain or Engineer in the same house who can be moved, the Battalion Chief may move the junior Engineer in rank to fill the Captain's position. If moving the junior Engineer in rank creates a double move, the Battalion Chief may instead move the next senior Engineer, etc.

On a mandatory shift change, the person being moved will be allowed to utilize his rank seniority to "bump" in (company assignment) on his newly assigned shift.

On a voluntary move to return to an original shift following a mandatory transfer to another shift, the individual will be able to utilize his rank seniority for bumping (company assignment) purposes, provided it is the individual's first opportunity to return to his original shift.

All other voluntary shift transfers will not permit the use of rank seniority to "bump" in (company assignments).

When openings on any shift exist, the order of selection/transfer will be:

1. Appropriate members who were previously mandated to transfer to another shift from the shift having the vacancy, and who have not been afforded an opportunity to return to their original shift. These members will be offered the opportunity to return to their original shift by seniority in rank.
2. Appropriate members of the same shift;
3. Appropriate voluntary transfers from other shifts;
4. Appropriate mandatory transfers utilizing seniority.

In the absence of the Company Engineer, the permanent Firefighter on that Company will be assigned to fill the vacancy.

All out of Station job assignments will be filled by Firefighters (e.g., hydrant testing, sewer flushing).

Double transfers are to be avoided as much as possible.

If a Captain has to be moved from a multiple machine Station, then it will be the junior Captain, determined by time in rank.

Hazardous Materials - In order to maintain a minimum of one (1) Illinois State certified Hazardous Materials Technician A-B on a Hazardous Material first response vehicle, the junior Engineer on shift who is an Illinois State certified Hazardous Materials Technician A-B may be moved to the Hazardous Materials Station to cover the

temporary opening. If trading of time causes staffing to drop below the minimum of one (1) Technician A-B, the non-Technician trade person can be moved out of the HazMat Station to bring in an Illinois State certified Technician A-B. At the date of the signing of this Agreement, the HazMat Station is Station 3.

## **ARTICLE 24**

### **SALARY AND LONGEVITY**

**SECTION 24.1 - PAY PLAN:** Bargaining unit employees shall receive salary based upon a defined salary progression plan as outlined in Appendix B.

A. Salary steps shall be listed as provided for in Appendix B, as follows:

1. 701 range (Firefighter): Steps 1-8;
2. 706 range (Engineer): Steps 1-8;
3. 711 range (Captain): Steps 1-8.

All newly hired firefighters shall start at Step 2 of the 701 range. Effective January 1, 2009 all newly hired firefighters shall start at Step 1 of the 701 range. Newly hired firefighters shall progress to Step 3 of the 701 range upon completion of probation.

Effective January 1, 2008 Step 7 of the Salary Schedule for the 701-Firefighter classification shall not be used for compensation purposes. Employees in Step 6 of that classification shall move to Step 8 at their next anniversary date. With the exception of new hires hired prior to January 1, 2009 the Steps used for compensation purposes in the Salary Schedule of the 701-Firefighter shall be Steps 1, 3, 4, 5, 6, and 8 for 2009 and thereafter.

Anyone promoted from Step 706:8 to Captain will automatically move to Step 711:7. Anyone promoted from Step 711:8 to Battalion chief will automatically move to Step 716:6 (if promoted to a Suppression vacancy) or 718:6 (if promoted to a 40 hour assignment);

4. 705 range: Steps 1-8;
5. 710 range: Steps 1-8;
6. 714 range: Steps 1-8;
7. 716 range: Steps 1-8;
8. 718 range: Steps 1-8.

Any employee permanently assigned to the Hazmat Coordinator position will receive an additional 2.5% base salary while in such assignment.

B. All employees shall automatically progress one (1) pay step on their anniversary date, except as provided above in Subparagraph A-3, up to the applicable range maximum of this Salary Plan.

**SECTION 24.2 - LONGEVITY PAY:** After each five (5) year period of continuous service, each employee shall continue to have the following amounts added to his wages:

- After 5 years service - increase pay by 2%
- After 10 years service - increase pay by 4%
- After 15 years service - increase pay by 6%
- After 20 years service - increase pay by 8%

Base pay shall be the semi-monthly salary from the official pay plan for which the employee is eligible.

**SECTION 24.3 - ACTING OUT OF RANK:** When a regularly assigned Engineer or higher ranking officer is absent from his/her position due to illness, vacation, a suspension with or without pay, a Kelly Day, or other time off, an employee from the next lower rank may be temporarily assigned to perform the duties of the regularly assigned employee. Firefighters and Captains who are serving a probationary period are not eligible to be assigned to act out of rank. The assignment of the employee to the vacancy shall be made in accordance with the current practice.

**SECTION 24.4 - GENERAL INCREASE:**

Effective January 1, 2008, all pay steps will be increased 3.5% as provided in Appendix B1 – Salary Plan.

Effective January 1, 2009, all pay steps will be increased 3.5% as provided in Appendix B2 - Salary Plan.

Effective January 1, 2010, all pay steps will be increased 3.5% as provided in Appendix B3 - Salary Plan.

**SECTION 24.5 - STANDBY PAY:** Standby pay for Fire Investigators, who are on “on call” status shall be one hundred forty dollars (\$140.00) per week.

**ARTICLE 25**  
**SPECIALTY POSITIONS**

**SECTION 25.1 - FILLING OF VACANCIES:** Vacancies in the Fire Inspector, Fire Investigator, Public Education Officer, and Fire Instructor positions shall be filled from within the ranks of the Peoria Fire Department and in accordance with procedures established by the Collective Bargaining Agreement. These positions are job assignments and are not to be considered as rank promotions.

**SECTION 25.2 - APPLICATION:** A vacated or new position in the Fire Prevention Bureau and/or Fire Training Division shall be duly advertised and posted at all Fire Stations. Employees are required to submit a P.F.D. Form #2 to the Chief of Administration/Tactical Support expressing an interest in the position. A notice from the Chief of Administration/Tactical Support will be sent to those interested personnel requesting a formal resumé and a letter of interest. The resumé should include, but not be limited to, work history, education and experience related to the position desired. Letters of recommendation can be included in the resumé package.

**SECTION 25.3 - FIRE PREVENTION BUREAU CANDIDATE ELIGIBILITY:** To be eligible to participate in the exam process for the position of Fire Inspector, Fire Investigator, or Public Education Officer, an employee must first meet the following requirements:

Applicant must be currently employed by the City of Peoria Fire Department for a minimum of three (3) years.

Applicant must be certified by the State of Illinois as a Firefighter III as outlined in Section 140.60 of the Illinois Administrative Code.

Applicant must be certified by the State of Illinois as an Instructor I or equivalent as outlined in Section 140.30 of the Illinois Administrative Code.

Applicant must possess a valid Illinois driver's license of at least a class “B” or higher.

**SECTION 25.4 - TRAINING DIVISION CANDIDATE ELIGIBILITY:** To be eligible to participate in the exam process for the position of Fire Instructor an employee must first meet the following requirements:

Applicant must be currently employed by the City of Peoria Fire Department for a minimum of five (5) years.

Applicant must be certified by the State of Illinois as a Firefighter III as outlined in Section 140.60 of the Illinois Administrative Code.

Applicant must be certified by the State of Illinois as a Fire Apparatus Engineer as outlined in Section 140.65 of the Illinois Administrative Code.

Applicant must be certified by the State of Illinois as an Instructor I or equivalent as outlined in Section 140.70 of the Illinois Administrative Code.

Applicant must be certified by the State of Illinois Department of Public Health as an Emergency Medical Technician Instructor.

Applicant must possess a valid appropriate class Illinois driver's license.

**SECTION 25.5 - TESTING PROCEDURE FOR FIRE PREVENTION BUREAU:** The testing procedure for the positions of Fire Inspector, Fire Investigator or Public Education Officer will be initiated only as those positions become available. Employees shall complete a battery of examinations consisting of the following components:

Written Examination	50 - 100 question multiple choice test
Written Scenario	
Personal Interview	10 - 20 opinionated questions
Oral Presentation	5 - 10 minute Public Education talk

Written tests shall be administered by the Chief of Administration/Tactical Support and/or his direct subordinate, now referred to as the Test Administrator. Written tests shall be administered in a manner to assure test integrity, and all reasonable steps will be taken to ensure that tests are fair, job related, and are non-discriminatory. Written tests will be graded by the Test Administrator at the site of testing, whenever possible, and the raw score disclosed to the candidate only.

Employee ranking is based on the examination results consisting of the following components weight as specified:

Written Examination	35%
Personal Interview	30%
Written Scenario	15%
Oral Presentation	15%
Seniority	5%

Credit for seniority shall be awarded on the basis of one-quarter (.25) point for each full year of service with maximum credit of five (5) points awarded at twenty (20) years.

A panel of assessors will be utilized to grade the personal interview, written scenario, and oral presentation components. Assessors shall be Firefighting, Building and Public Relations professionals from within and from outside the Department.

An eligibility list will be established and posted within two (2) weeks of the conclusion of the testing process. Employees shall be listed in rank order of the total score achieved on the examinations. This list shall be valid for two (2) years from the date of posting. Employees shall obtain a position in the Fire Prevention Bureau based on their ranking on the eligibility list, unless there is just cause to pass over the higher ranking employee. Candidates filling vacated positions will be required to serve a six (6) month probationary period.

Candidates desiring to appeal test scores or procedures shall notify the Fire Chief in writing, within ten (10) days of the date of the posted test results. An Appeals Review Board consisting of the Fire Chief, the Human Resources Director, and the Director of Equal Employment Opportunity shall review each appeal and render a decision. The decision of the Appeals Review Board is final. A Union representative shall accompany the candidate and may represent him upon request during the appeals process.

**SECTION 25.6 - TESTING PROCEDURE FOR FIRE TRAINING DIVISION:** The testing procedure for the position of Fire Instructor will be initiated only as this position becomes available. Employees shall complete a battery of examinations consisting of the following components:

Written Examination	50 - 100 question multiple choice test
Personal Interview	10 - 20 opinionated questions
Classroom Presentation	Training Exercise

Written tests shall be administered by the Chief of Administration/Tactical Support and/or his direct subordinate, now referred to as the Test Administrator. Written tests shall be administered in a manner to assure test integrity, and all reasonable steps will be taken to ensure that tests are fair, job related, and are non-discriminatory. Written tests will be graded by the Test Administrator at the site of testing, whenever possible, and the raw score disclosed to the candidate only.

Employee ranking is based on the examination results consisting of the following components weight as specified:

Written Examination	35%
Personal Interview	30%
Classroom Presentation	30%
Seniority	5%

Credit for seniority shall be awarded on the basis of one-quarter (.25) point for each full year of service with maximum credit of five (5) points awarded at twenty (20) years.

A panel of assessors will be utilized to grade the personal interview and classroom presentation components. The assessors shall be State certified educators, training officers, or Chief Fire Officers (that are certified Instructor II or higher). These assessors may be from within or outside the Department.

An eligibility list will be established and posted within two (2) weeks of the conclusion of the testing process. Employees shall be listed in rank order of the total score achieved on the examinations. This list shall be valid for two (2) years from the date of posting. Employees shall obtain a position in the Fire Training Division based on their ranking on the eligibility list, unless there is just cause to pass over the higher ranking employee. Candidates filling vacated positions will be required to serve a six (6) month probationary period.

Candidates desiring to appeal test scores or procedures shall notify the Fire Chief in writing, within ten (10) days of the date of the posted test results. An Appeals Review Board consisting of the Fire Chief, the Human Resources Director, and the Director of Equal Employment Opportunity shall review each appeal and render a decision. The decision of the Appeals Review Board is final. A Union representative shall accompany the candidate and may represent him upon request during the appeals process.

**SECTION 25.7 - TRANSFERS:** All Fire Prevention Bureau and Fire Training Division personnel are subject to transfer according to Section 23.5 – Transfers and 9.3G.1 Tour of Duty of the Collective Bargaining Agreement.



**SECTION 25.8 - MINIMUM REQUIREMENTS:** Minimum requirements will be available at all Fire Stations and Division offices for the following job assignments:

Fire Inspector I\*, II, III  
Fire Investigator I, II, III  
Public Education Officer I\*, II, III  
Fire Instructor I, II, III

\* These positions require State certification as Fire Prevention Officer I.

#### **ARTICLE 26** **SAVINGS CLAUSE**

Should any portion, Article, or Section of this Agreement be declared to be invalid by a court of competent jurisdiction or rendered invalid by subsequently enacted Federal or State legislation, the Parties agree that the remaining portions of this Agreement shall remain in full force and effect. The invalidated portions of this Agreement shall become the subject of immediate bargaining between the Parties for a legal and suitable replacement provision. Disputes about the invalidity of a portion, Article, or Section shall be resolved in the grievance procedure (Article 5), commencing at the Fire Chief's step.

#### **ARTICLE 27** **DURATION**

**SECTION 27.1 - DURATION:** This Agreement shall be effective on January 1, 2008 and shall continue in full force and effect through the 31st of December, 2010. The Agreement shall be automatically renewed from year to year thereafter unless either Party serves upon the other a demand to bargain not less than one hundred fifty (150) days prior to the scheduled expiration date shown above. In the event that such demand to bargain is delivered, the Parties shall commence bargaining not less than fifteen (15) days after receipt of the demand, unless otherwise mutually agreed.

**SECTION 27.2 - STATUS DURING NEGOTIATIONS:** This Agreement shall remain in full force and effect during any negotiations for a successor or modified Agreement, the scheduled expiration date notwithstanding, and shall remain in effect throughout the collective bargaining process leading to the successor Agreement.

**SECTION 27.3 - IMPASSE RESOLUTION:** The Parties agree that in any bargaining in which they might engage as envisioned by Sec. 1604 and Sec. 1607 of the Illinois Public Labor Relations Act (5 ILCS 315/1 et seq.) and the terms of this Agreement, the provisions of Sec. 1614 of the Act relating to impasse resolution, and the Rules and Regulations of the Illinois State Labor Relations Board, as currently adopted or hereafter amended, shall apply except that the Arbitrator shall be selected in accordance with the procedure described in Section 5.4 (Arbitration) of this Agreement.

**SECTION 27.4 - BINDING EFFECT:** Once ratified by both Parties, the City and the Union agree to take all steps necessary to make this Agreement binding on themselves and their successors. The Parties warrant and promise to each other that the undersigned representatives have been duly authorized to affix their signatures hereto and bind the Parties respectively.

The Parties' authorized representatives have affixed their signatures hereto this the 8th day of July, 2008.

**FOR THE UNION:**

**FOR THE CITY OF PEORIA:**

\_\_\_\_\_  
President of the Union

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Vice-President of the Union

\_\_\_\_\_  
Interim City Manager

\_\_\_\_\_  
Secretary of the Union

\_\_\_\_\_  
Interim Human Resources Director

\_\_\_\_\_  
Treasurer of the Union

\_\_\_\_\_  
Chief of the Fire Department

**WITNESSES FOR THE UNION**

\_\_\_\_\_  
Assistant Chief of the Fire Department

\_\_\_\_\_  
Labor Relations Manager

\_\_\_\_\_  
\_\_\_\_\_  
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## **APPENDIX A**

### **POST EMPLOYMENT HEALTH PLAN (PEHP)**

The City of Peoria agreed to establish a Post Employment Health Plan (PEHP) for the employees covered by this Agreement effective January 1, 2007. Contributions to individual employee PEHP accounts shall be made in accordance with the terms of this Agreement, as authorized by Internal Revenue Code Section 501 (c)(9). The Employer's participation in the "Plan" shall be in accordance with the terms and conditions of the Plan's participation agreement. The Parties hereto designated Nationwide Retirement Solutions (NRS) to serve as the administrator of the Plan, or its successors appointed in accordance with the Plan and Trust documents.

Effective January 1, 2009 the PEHP Plan will be amended to provide for a City contribution of \$10.00 per pay period to each employee's PEHP Plan account for each active eligible employee, and effective January 1, 2010 to increase that contribution per pay period to \$12.50 . Such contribution shall be in addition to those previously agreed upon and currently provided for in the Plan.

## **APPENDIX B**

### **Salary Schedules**

**B-1 2008 SALARY SCHEDULE - effective 1/01/08**

	1	2	3	4	5	6	7	8		
701	42808.54 1783.69	44947.96 1872.83	47206.73 1966.95	49583.96 2066.00	52080.55 2170.02	54695.60 2278.98	57429.12 2392.88	60282.84 2511.79	701	FIREFIGHTER
705	45086.18 1878.59	47395.08 1974.80	49819.48 2075.81	52359.77 2181.66	55014.71 2292.28	57786.40 2407.77	60729.86 2530.41	63789.64 2657.90	705	FIRE INSPECTOR I FIRE INVESTIGATOR I PUBLIC EDUC. OFFICER I HAZ-MAT COORD. I
706	48797.83 2033.24	51294.40 2137.27	53909.44 2246.23	56642.96 2360.12	59496.70 2479.03	62527.27 2605.30	65677.60 2736.57	67342.29 2805.93	706	FIRE ENGINEER FIRE INSTRUCTOR I
710	52359.77 2181.66	55014.71 2292.28	57786.40 2407.77	60729.86 2530.41	63789.64 2657.90	67022.85 2792.62	70428.26 2934.51	72218.35 3009.10	710	FIRE INSPECTOR II FIRE INVESTIGATOR II FIRE INSTRUCTOR II PUBLIC EDUC. OFFICER II HAZ-MAT COORD. II
711	53909.44 2246.23	56642.96 2360.12	59496.70 2479.03	62527.27 2605.30	65677.60 2736.57	69006.51 2875.27	72512.71 3021.36	76197.90 3174.91	711	FIRE CAPTAIN
714	56604.92 2358.54	59475.11 2478.13	62471.53 2602.98	65653.63 2735.57	68961.48 2873.40	72456.84 3019.03	76138.35 3172.43	80007.80 3333.66	714	INSPECTOR III FIRE INVESTIGATOR III FIRE INSTRUCTOR III PUBLIC EDUC. OFFICER III FIRE TRAINING SUPERVISOR HAZ-MAT INSPECTOR
715	58020.04 2417.50	60961.99 2540.08	64033.32 2668.05	67294.97 2803.96	70685.52 2945.23	74268.26 3094.51	78041.80 3251.74	82007.99 3417.00	715	HAZ-MAT COORD. III
716	64988.40 2707.85	68233.86 2843.08	71681.23 2986.72	75306.77 3137.78	79110.01 3296.25	83092.67 3462.19	87312.71 3638.03	91749.82 3822.91	716	FIRE INVESTIGATION SUPERVISOR BATTALION CHIEF (SUPPRESSION)
718	68237.81 2843.24	71645.55 2985.23	75265.29 3136.05	79072.10 3294.67	83065.51 3461.06	87247.30 3635.30	91678.35 3819.93	96337.31 4014.05	718	BATTALION CHIEF (40-HOUR)

**B-2 2009 SALARY SCHEDULE - effective 1/01/09**

	1	2	3	4	5	6	7	8		
701	44306.84 1846.12	46521.14 1938.38	48858.97 2035.79	51319.40 2138.31	53903.37 2245.97	56609.95 2358.75	59439.14 2476.63	62392.74 2599.70	701	FIREFIGHTER
705	46664.20 1944.34	49053.91 2043.91	51563.16 2148.46	54192.36 2258.02	56940.23 2372.51	59808.92 2492.04	62855.40 2618.98	66022.27 2750.93	705	FIRE INSPECTOR I FIRE INVESTIGATOR I PUBLIC EDUC. OFFICER I HAZ-MAT COORD. I
706	50505.75 2104.41	53089.71 2212.07	55796.28 2324.84	58625.47 2442.73	61579.08 2565.79	64715.72 2696.49	67976.32 2832.35	69699.27 2904.14	706	FIRE ENGINEER FIRE INSTRUCTOR I
710	54192.36 2258.02	56940.23 2372.51	59808.92 2492.04	62855.40 2618.98	66022.27 2750.93	69368.65 2890.36	72893.25 3037.22	74745.99 3114.42	710	FIRE INSPECTOR II FIRE INVESTIGATOR II FIRE INSTRUCTOR II PUBLIC EDUC. OFFICER II HAZ-MAT COORD. II
711	55796.28 2324.84	58625.47 2442.73	61579.08 2565.79	64715.72 2696.49	67976.32 2832.35	71421.74 2975.91	75050.66 3127.11	78864.83 3286.03	711	FIRE CAPTAIN
714	58586.09 2441.09	61556.74 2564.86	64658.03 2694.08	67951.51 2831.31	71375.13 2973.96	74992.83 3124.70	78803.19 3283.47	82808.07 3450.34	714	FIRE INSPECTOR III FIRE INVESTIGATOR III FIRE INSTRUCTOR III PUBLIC EDUC. OFFICER III FIRE TRAINING SUPERVISOR HAZ-MAT INSPECTOR
715	60050.74 2502.11	63095.66 2628.99	66274.48 2761.44	69650.30 2902.10	73159.51 3048.31	76867.65 3202.82	80773.27 3365.55	84878.27 3536.59	715	HAZ-MAT COORD. III
716	67262.99 2802.62	70622.04 2942.58	74190.08 3091.25	77942.50 3247.60	81878.86 3411.62	86000.91 3583.37	90368.66 3765.36	94961.06 3956.71	716	FIRE INVESTIGATION SUPERVISOR BATTALION CHIEF (SUPPRESSION)
718	70626.14 2942.76	74153.14 3089.71	77899.58 3245.82	81839.63 3409.98	85972.80 3582.20	90300.96 3762.54	94887.09 3953.63	99709.12 4154.55	718	BATTALION CHIEF (40-HOUR)

**B-3 2010 SALARY SCHEDULE-effective 1/01/10**

701	45857.58 1910.73	48149.38 2006.22	50569.03 2107.04	53115.58 2213.15	55789.98 2324.58	58591.29 2441.30	61519.51 2563.31	64576.49 2690.69	701	FIREFIGHTER
705	48297.45 2012.39	50770.80 2115.45	53367.87 2223.66	56089.09 2337.05	58933.13 2455.55	61902.24 2579.26	65055.34 2710.64	68333.05 2847.21	705	FIRE INSPECTOR I FIRE INVESTIGATOR I PUBLIC EDUC. OFFICER I HAZ-MAT COORD. I
706	52273.45 2178.06	54947.85 2289.49	57749.14 2406.21	60677.36 2528.22	63734.35 2655.60	66980.77 2790.87	70355.49 2931.48	72138.74 3005.78	706	FIRE ENGINEER FIRE INSTRUCTOR I
710	56089.09 2337.05	58933.13 2455.55	61902.24 2579.26	65055.34 2710.64	68333.05 2847.21	71796.56 2991.52	75444.52 3143.52	77362.10 3223.42	710	FIRE INSPECTOR II FIRE INVESTIGATOR II FIRE INSTRUCTOR II PUBLIC EDUC. OFFICER II HAZ-MAT COORD. II
711	57749.14 2406.21	60677.36 2528.22	63734.35 2655.60	66980.77 2790.87	70355.49 2931.48	73921.50 3080.06	77677.43 3236.56	81625.10 3401.05	711	FIRE CAPTAIN
714	60636.60 2526.53	63711.23 2654.63	66921.07 2788.38	70329.81 2930.41	73873.26 3078.05	77617.58 3234.07	81561.30 3398.39	85706.35 3571.10	714	FIRE INSPECTOR III FIRE INVESTIGATOR III FIRE INSTRUCTOR III PUBLIC EDUC. OFFICER III FIRE TRAINING SUPERVISOR HAZ-MAT INSPECTOR
715	62152.52 2589.69	65304.01 2721.00	68594.09 2858.09	72088.06 3003.67	75720.09 3155.00	79558.02 3314.92	83600.33 3483.35	87849.01 3660.38	715	HAZ-MAT COORD. III
716	69617.19 2900.72	73093.81 3045.58	76786.73 3199.45	80670.49 3361.27	84744.62 3531.03	89010.94 3708.79	93531.56 3897.15	98284.70 4095.20	716	FIRE INVESTIGATION SUPERVISOR BATTALION CHIEF (SUPPRESSION)
718	73098.05 3045.75	76748.50 3197.85	80626.07 3359.42	84704.01 3529.33	88981.85 3707.58	93461.49 3894.23	98208.14 4092.01	103198.94 4299.96	718	BATTALION CHIEF (40-HOUR)

**APPENDIX C**

**SIDE-LETTER AGREEMENTS**



**RETURN TO WORK/NON-WORK RELATED INJURIES:**

The parties agree that the ability of City employees to be physically able to safely perform their duties is of primary concern to all involved. This requires that employees who are off work for non-work related illnesses/injuries be cleared to return to duty by the City physician prior to returning to duty.

Therefore, in situations where an employee presents a return to work medical release from a non-work related illness/injury, from his/her personal physician that is based upon the appropriate medical protocol, and the City physician feels that additional testing is required prior to granting a release to return to work, wherever practical, the City physician will discuss the issue/concern directly with the employee's personal physician. If after this discussion a difference of opinion still exists or the City physician still feels that additional testing is required, additional testing appropriate for making a return to work determination may be ordered by the City physician. If the employee's physician orders additional testing or rescinds the release, the City of Peoria is not obligated in any manner for any time off work.

Pertinent testing will be scheduled as expeditiously as possible and the employee will fully cooperate with the additional testing. If the results of these tests indicate that the employee is able to return to work, the City of Peoria will reinstate any leave time utilized by the employee that was directly related to the additional testing required by the City.

Sincerely,

READ AND APPROVED:

Kent Tomblin  
Fire Chief

Tony Ardis  
President, IAFF Local 50

Joe Smith  
Labor Relations Manager

Re: Peoria Kids Program

During the course of recent negotiations a number of discussions were held concerning the importance of providing encouragement, information, and leadership to high school students in the City of Peoria about the requirements and employment opportunities available at the Peoria Fire Department. Additionally, the necessity of establishing cooperative relationships over the broad educational spectrum in the community was deemed critically important for any success in this joint informational and recruitment endeavor. Both IAFF Local 50 and the City of Peoria are committed to developing and mutually participating in the implementation of programs that will benefit and assist the young men and women of the City of Peoria in becoming Peoria Firefighters. Both parties will provide their commitment and resources to the program "Peoria Kids First" and any program(s) that will enhance the employment opportunities at the Peoria Fire Department for the youth of the City of Peoria.

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Kent Tomblin  
Assistant Fire Chief  
Peoria Fire Department

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Tony Ardis  
President  
IAFF Local 50

March 27, 2008

Re: FIRE DIVISION CHIEF SELECTION/PROMOTION PROCESS

During the course of negotiations discussions concerning the selection and promotional process for the management position, Fire Division Chief, were held. This memorandum represents the agreements reached relative to that process.

Eligibility:

- Must possess EMT certification
- Must possess a valid appropriate class driver's license
- Bachelors degree preferred; or must have an Associates degree in Fire Science or related field and successfully completed Fire Officer II certification. Equivalent management coursework may be substituted for Fire Officer II certification.
- State certification in Hazardous Materials Operations
- Must have the permanent rank of Battalion Chief or be a Fire Captain in the Battalion Chief eligibility pool
- Must have at least twenty (20) years service with the Peoria Fire Department prior to the Letter of Intent deadline

Notice

A notice of vacancy for Fire Division Chief shall be posted whenever a vacancy in Fire Division Chief is known or expected. Eligible officers shall be provided thirty (30) calendar days after such posting to submit a Letter of Intent to the Fire Chief. At the conclusion of thirty (30) calendar days after posting, no further candidates will be accepted.

Each candidate shall be notified if he/she has or has not met the minimum standards to proceed forward to the Interview Panel.

Interview/Selection

An Interview Panel comprised of two (2) Fire Division Chiefs, two (2) management employees from the Human Resources and Legal Departments, and the President of Local 50 or his designated representative shall interview each eligible candidate. The designated representative shall also be subject to the approval of the Fire Chief. A candidate for Division Chief shall not be a member of the Interview Panel. The Interview Panel shall establish a rating for each eligible candidate and forward such list of eligible candidates and their ratings to the Fire Chief for final selection.

The Fire Chief shall have the sole discretion for making the final selection of the successful candidate for Fire Division Chief. Such selection shall not be subject to the grievance procedure.

Kent Tomblin  
Fire Chief

Tony Ardis  
President, IAFF Local 50

May 22, 2008

Re: ALS Engine Companies

This side letter shall become effective on the 1<sup>st</sup> of the month after contract ratification by the Union membership and approval of same by the City Council, provided that a written understanding is in place with Advance Medical Transportation (AMT) for reimbursement of ALS/Paramedic supplies used, approval has been given by the EMS Director for PAEMS and/or State licensing and certification, and licensed staffing and backups are available at the Fire Department to staff two (2) ALS engine companies.

The City will continue this program provided licensed staffing and backup are adequate to safely and economically implement its requirements in accordance with PAEMS and State regulations. Additionally, the City may, at its discretion, determine to increase the ALS engine company program beyond the initial two (2) ALS engine companies. In that event, the City will notify the Union. Any changes necessary to this side letter for such additional ALS engine companies will be subject to negotiation.

The Fire Chief shall annually designate the engine companies responsible for full time ALS support and responsibilities. It is recognized that the designation of the fire houses for those companies may change from year to year dependent upon the needs of the community.

#### **I. Staffing**

Staffing for ALS engine companies will be in accordance with Section 9.3 of the Agreement except as noted, and with the requirement that such companies shall be staffed with one system certified EMT-P (paramedic) at all times of operation:

- An employee who is a system certified EMT-P (paramedic) shall have the right to displace another employee assigned to an ALS engine company in the same rank with greater seniority without such certification from an ALS engine company, provided no other system certified EMT-P is assigned to that ALS engine company. The sequence for displacement assignment will be from lowest rank to highest rank assigned to the Company, i.e., a system certified Firefighter will displace a non-system certified Firefighter before any consideration shall be given to the displacement of a Fire Engineer.
- Should there be an inadequate staffing of ALS engine companies of system certified paramedics due to voluntary assignment selections, the Fire Chief shall have the right to assign the least senior system certified paramedic to such ALS engine company, starting with the lowest rank and moving up through the ranks, until the ALS engine companies are staffed on each shift with at least one system certified paramedic.
- The Fire Chief shall have the right to balance the shifts with sufficient system-certified paramedics to insure adequate backup coverage for the ALS engine companies. Any balancing of the shifts shall first be by volunteer, and if no volunteers come forward, by assignment to the applicable shift of the least senior system certified paramedic not assigned to an ALS engine company.

#### **II. Overtime**

Overtime opportunities on ALS engine companies for the firefighter slot with system-certified paramedic requirements shall be assigned from the normal hiring book rotation for overtime opportunities except that only those officers with system-certified paramedic licensing shall be offered such assignment. An officer hired in to fill the ALS paramedic slot shall be eligible for non-paramedic overtime, but will be held out of such overtime opportunity until all eligible firefighters for non-paramedic overtime have had an overtime opportunity. ALS engine paramedic overtime opportunities shall be rotated among officers with system-certified paramedic licensing.

#### **III. Vacation, Personal Days, Kelly Days, Time Trading**

With the current compliment of ten (10) system-certified paramedics for coverage of three (3) shifts of two (2) ALS engine companies, one (1) officer in that group shall be permitted to be off for vacation, personal day, or Kelly day on a given work day. Should the level of system-certified paramedics for coverage of those ALS engine companies

increase to fifteen (15) or more, two (2) officers in that group shall be permitted to be off for vacation, personal day, or Kelly day on a given work day.

Should an additional engine company be designated ALS, and an additional five (5) system-certified paramedics are added to bring the coverage to twenty (20) licensed paramedics, three (3) officers in that group shall be permitted to be off for vacation, personal day, or Kelly day on a given work day.

Time trading and trading of Kelly Days between system-certified paramedic firefighters and regular firefighters will not be permitted.

#### **IV. Training**

Under the current circumstances, Advanced Medical Transport (AMT) has agreed to provide most of the training classes necessary for certification and recertification of EMT-P licenses. Such provision includes both in-house and off-premises instruction. It is the intent of the City to make such training opportunities available to firefighters, and to utilize AMT for that purpose insofar as practical. Most of such training will be provided during duty hours, and no employee will be required to obtain or retain paramedic certification if the City does not provide the required training, and a reasonable opportunity to correct any deficiencies to retain such certification.

It is the City's intent to initially offer such training to the current ten (10) officers who have system-certified paramedic licenses, and to remaining six (6) employees who are paramedics without system certification. Thereafter, it shall be the City's prerogative to determine whether to increase the compliment of paramedic coverage and to extend the training commitment beyond the initial compliment of sixteen (16) system-certified paramedics.

#### **V. Quality Assurance**

The Fire Chief shall have the discretion to maintain the quality assurance requirements of the ALS engines as mandated by PAEMS and the State of Illinois by the utilization of appropriately licensed personnel from Advanced Medical Transport, the Battalion Chief of Special Operations, or the assignment of such duties to licensed paramedics at the Fire Department. Until it is determined by the Fire Chief that a full-time EMS/QAO position is justified, and that funding is available and approved for that purpose, there is no obligation by this Agreement to reinstate the former EMS/QAO position.

#### **VI. Compensation**

The City shall provide 2.00% incentive pay to the employees covered under this agreement consistent with the effective date of this agreement for up to sixteen (16) system-certified paramedics, or the number as determined in Section IV, paragraph 2 of this agreement. Effective January 1, 2010 the paramedic incentive pay shall be increased to 2.5%.

The paramedic incentive pay shall be applied to the employee's regular base rate. An employee approved to receive the paramedic incentive pay must maintain the required certifications and licenses in order to continue to receive the incentive pay.

For the City:

For the Union:

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Kent Tomblin  
Fire Chief  
Peoria Fire Department

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Tony Ardis  
President  
IAFF Local 50