

RESOLUTION NO. 7012

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF JOLIET AND THE JOLIET FIREFIGHTERS (LOCAL 44, IAFF AFL-CIO) FOR 2016 - 2019

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS AS FOLLOWS:

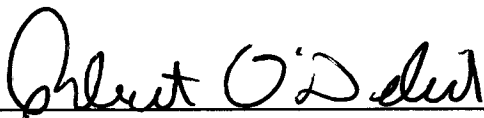
SECTION 1: The Collective Bargaining Agreement between the City of Joliet and the Joliet firefighters (Local 44, IAFF AFL-CIO) for 2016 - 2019 is hereby approved. A copy of the Agreement is attached hereto and hereby incorporated herein. The City Manager and Fire Chief are hereby authorized and directed to execute the agreement on behalf of the City of Joliet upon execution of the Agreement by the duly authorized representatives of Local 44. The City Clerk is directed to file a certified copy of the fully executed Agreement with the Illinois State Labor Relations Board if required by law.

SECTION 2: The term of the Agreement shall be calendar years 2016 - 2019 and may remain in effect thereafter in the manner provided by law. The City Manager is hereby authorized to take such action as may be required to effectuate the terms of the Agreement.

SECTION 3: This Resolution shall take effect upon the complete and proper execution of the Agreement by the duly authorized representatives of Local 44.

SECTION 4: This Resolution shall be deemed severable and the invalidity of any portion hereof shall not be deemed so as to invalidate the remainder.

PASSED this 19th day of April, 2016.



MAYOR



CITY CLERK

VOTING YES: Councilwoman Gavin, Councilmen Gerl, Hug, McFarland, Morris, Mudron, Councilwoman Quillman and Councilman Turk.

VOTING NO: None.

NOT VOTING: Mayor O'Dekirk.

COLLECTIVE BARGAINING AGREEMENT

**BETWEEN THE CITY OF JOLIET
AND
JOLIET FIRE FIGHTERS
IAFF LOCAL 44, AFL-CIO**

JANUARY 1, 2016 TO DECEMBER 31, 2019

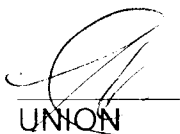
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AGREEMENT

THIS AGREEMENT is entered into by and between the **CITY OF JOLIET**, an Illinois municipal corporation, hereinafter referred to as the "City", and **LOCAL 44 JOLIET FIREFIGHTERS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO**, hereinafter called the "Union".

PREAMBLE

This Agreement shall be subject to the provisions, rights, limitations and requirements of the Constitution of the United States, the Constitution of Illinois, all Federal laws, the Ordinances and Resolutions of the City of Joliet, and rules and regulations of the Board of Police and Fire Commissioners adopted pursuant to law without prejudice to the rights of either party to pursue such legal remedies as in its judgment seem proper.

In the event any provision of the Agreement shall be decreed to be invalid or unenforceable by a court of last resort of competent jurisdiction, the remainder of the provisions shall not be affected thereby, but shall continue in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Union agree as follows:

ARTICLE I

UNION RECOGNITION

SECTION 1:

The City of Joliet, Illinois, recognizes the Joliet Firefighters Association, Local Union No. 44, IAFF, AFL-CIO, CLC, hereinafter referred to as the "Union", as the exclusive bargaining representative of all sworn full time employees excluding the rank of Lieutenants, Captains, and Battalion Chiefs, but including Firefighters and Apparatus Operators of the City of Joliet, Fire Department hereinafter referred to as the "Department", with respect to wages, hours, and other conditions of employment.

SECTION 2:

The parties agree that there shall be no discrimination, interference or restraint against any employee because of his or her membership or non-membership in the Union or because of presenting grievances, or against any employee or any member of the Union committee in discharging his or her responsibility in administering this Agreement. The Union agrees for itself and its members, individually and collectively to perform loyal and efficient work in the service of the Fire Department at all times. Further, the parties agree they will not discriminate, interfere, restrain or coerce against any employee who by written authorization, pursuant to the check off provisions of this Agreement desires to pay to the Union a monthly service fee equal to the prescribed


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monthly dues of the Union by payroll deduction it being understood that the employee has the right to decide of his or her own free will whether or not to pay such a service fee.

SECTION 3:

In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, marital status or Union membership status.

SECTION 4:

No employee shall be discriminated against or favored by either party because of the employee's political affiliation or lack of political affiliation.

SECTION 5:

All non-probationary employees covered by this Agreement who are members of the Union shall be required to pay union dues. Employees are not required to join the Union as a condition of employment, but non-probationary employees who do not join the Union shall, during the term of this Agreement, pay a lawful service fee in an amount not to exceed the Union dues for the purpose authorized by law.

ARTICLE II

VALIDITY

SECTION 1:

This Agreement shall be subject to the provisions, rights, limitations and requirements of the Constitution of the United States, the applicable statutes of the State of Illinois, applicable Federal laws and the ordinances of the City of Joliet where they do not conflict with the terms and conditions of this Agreement, and the rules and regulations of the Board of Fire and Police Commissioners ("Board") adopted pursuant to applicable Illinois Compiled Statutes without prejudice to the right of either party to pursue such legal remedies as in their judgment seem proper.

SECTION 2:

In the event any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of last resort of competent jurisdiction, the remainder of the provisions shall not be affected thereby and shall continue in full force and effect.

SECTION 3:

Nothing in this document shall be construed to infringe on or supersede the jurisdiction of the Board as set forth in the applicable Illinois Compiled Statutes.


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ARTICLE III

BARGAINING UNIT

SECTION 1:

The City and Union shall collectively bargain for all members of the bargaining unit as defined in this Agreement.

SECTION 2:

The duly appointed or elected officers and the Bargaining Committee of the Union, shall represent the Union in all matters that may arise between the Union and the City, and shall consist of not more than six (6) employees of the City, its attorney, and Representatives of the International Union and State Association, if so desired by the Union. The representatives for both the City and the Union shall be of equal number, agreed upon in advance, unless one side voluntarily wishes to reduce its representation after such Agreement.

SECTION 3:

Members of the Bargaining Committee and any officer of the Union who is required or requested to attend any Bargaining Committee meeting or any meeting or conference with the City on any matters which are the subject matter of this Agreement shall be given time off with pay as may be required if such meeting is called during his or her regularly scheduled working hours.

SECTION 4:

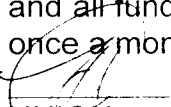
The City shall provide a copy of this agreement to each member of the Local 44 within 45 days of its adoption. In addition, the City shall provide a copy of this Agreement to the Secretary of Local 44 on magnetic or optical media, such as on a CD.

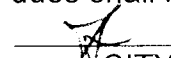
ARTICLE IV

CHECK-OFF OF UNION DUES

SECTION 1:

The parties agree that the City will check-off and withhold the Union dues of the employees covered by this Agreement pursuant to the Government Salary Withholding Act (50 ILCS 125/2) where the employee requests such check-off in writing. All requests for check-off of dues shall be processed through the President of the Union, and all funds so withheld by the City shall be paid over to the Union's Treasurer at least once a month. An employee wishing to cancel his or her check-off of dues shall request


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the same in writing and shall present it to the Director of Human Resources with a copy to the President of the Union, stating the date upon which said cancellation shall become effective.

SECTION 2:

In the event of death of an employee, no check-off of Union dues shall be made from the compensation due the survivors.

SECTION 3:

Deductions shall not be made by the City for initiation fees, fines or other obligations between the employee and the Union.

SECTION 4:

This Local Union agrees to indemnify the City and save it harmless from any and all claims, loss, damage, expense, and liability, including cost of attorney or other representatives' fees, at any time resulting from the check off deduction or payment thereof to the Local Union, under check-off authorizations signed by the employees pursuant to this Article.

ARTICLE V

JOB DESCRIPTIONS

SECTION 1:

The employees under the Union Recognition Article of this Agreement shall perform duties normally associated with fire prevention and fire suppression as defined in the City's Job Classification Plan Exhibit "F" and Exhibit "G"), and shall not be required to perform non-related duties such as washing police cars, fixing parking meters, and repairing water meters, etc.

SECTION 2:

Employees covered by this Agreement shall respond to all fire alarms with respect to persons within the corporate limits of the City of Joliet, and to all fire alarms with respect to those persons and properties outside the City of Joliet that are in other municipal corporations or unincorporated areas designated by the Chief of the Fire Department from time to time. Contracts between the City of Joliet and other municipal corporations, and public and private agencies, subdivisions, persons, firms and corporations for fire protection and suppression with respect to properties outside the City of Joliet, shall be available for inspection by the Union. In no way shall the provisions of this Article limit the City's ability or the City's prerogative to enter into such contracts. No other Fire Department shall be called into corporate limits of the City of Joliet to assist in fighting fires, etc., until all available manpower of the Joliet Fire



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Department has been employed, unless special apparatus and/or additional equipment not available to the Joliet Fire Department is required, as determined by the Joliet Fire Chief or his or her designated representative.

ARTICLE VI

GRIEVANCE PROCEDURE

SECTION 1: Definition of a Grievance

A grievance is a dispute or difference of opinion between an employee and/or the Union covered by this Agreement and the City as to the meaning, interpretation or application of the express provisions of this Agreement.

SECTION 2: Time of Filing a Grievance

Neither the City nor the Union shall interfere with the employees' right to file or not to file a grievance. The Union has the right to file a grievance on behalf of any employee for any violation of this Agreement. A Union or individual grievance shall be filed:

A. Within fifteen (15) calendar days after the event giving rise to the grievance becomes known to the Union or individual upon the exercise of reasonable diligence setting forth the name of the employee affected and the specific facts giving rise to the grievance.

B. No later than 30 days after the grievance is filed, the grievance may be amended to set forth any additional facts and the name(s) of any additional employees affected.

This in no way infringes upon the City's sole right to terminate the employment of any probationary employee.

SECTION 3: Procedure for Processing a Grievance

A grievance shall be processed in the following manner. Meetings in the grievance procedure involving representatives from the City and Union shall be held during working hours, on the City's premises and without loss of pay. The time limit in each step may be extended by mutual written agreement of the City and Union representatives involved in each step.

STEP 1

When any employee and/or the Union has a grievance, the employee and/or Union with a Union representative, if the employee so desires, shall submit it to his or her Shift Commander, who is designated for this purpose by the City. The Shift


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Commander shall give a written answer within five (5) business days after such presentation.

STEP 2

If the grievance is not settled in Step 1, the Union, with or without the employee, shall appeal the grievance to Step 2 of the Grievance Procedure. It shall be referred in writing to the Fire Chief or other person designated for this purpose by the City within five (5) business days after receipt of the designated supervisor's answer in Step 1. The grievance shall contain a complete statement of the facts, the provision or provisions which the City is alleged to have violated and the relief requested. The Fire Chief or other person designated for this purpose shall discuss the grievance within five (5) business days with the Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Fire Chief or other person designated for this purpose shall give the City's written answer to the Union within this five (5) business day period.

STEP 3

If the grievance is not settled in Step 2, the Union shall appeal the grievance to Step 3 of the Grievance Procedure. It shall be referred in writing to the City Manager within five (5) business days after receipt of the City's answer in Step 2. The City Manager, or his or her representative, shall discuss the grievance within ten (10) business days with the Union representative at a time mutually agreeable to the parties. If no settlement is reached, the City Manager or the City Manager's representative, shall give the City's written answer to the Union within this ten (10) business day period mentioned above.

STEP 4

If the grievance is not settled at Step 3, the grievance may be submitted to arbitration by either of the parties upon written notice to the other party. This notice shall be given within twenty (20) calendar days of the Union's receipt of the City Manager's Step 3 decision. The City and the Union agree to the following expedited arbitration process:

A. The Federal Mediation and Conciliation Service will submit a list of seven (7) members of the National Academy of Arbitrators. Arbitrators shall also have experience in Illinois grievance and/or interest arbitration proceedings, whichever is applicable.

B. There will be no transcript, unless the parties agree otherwise, and if not the arbitrator will tape proceedings and make available to the parties, if they mutually agree to tape.

C. Relaxed rules of evidence.


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- D. Bench decision when possible, upon mutual agreement; dependent upon if the arbitrator can do so.
- E. Briefs discouraged but possible; limited to 10 pages.
- F. Written decisions are due 14 calendar days after hearing closes.
- G. Parties can mutually agree to have "traditional" arbitration hearing as needed.

The arbitrator shall have no authority to add to, subtract from, or change any of the terms of the Agreement. The arbitrator shall consider and decide only the specific issues submitted, and the arbitrator's decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The City and Union shall abide by the decision of the arbitrator.

SECTION 4: Expenses of Arbitration

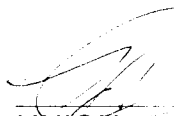
The fee and expenses of the arbitrator and the cost of a written transcript shall be borne solely by the party against whom the arbitrator rules; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

SECTION 5: Representation at Grievance Meetings and Arbitration Hearings

No more than two (2) Union representatives who are employees of the City may represent the Union under Step 1. No more than three (3) Union representatives who are employees of the City on duty may represent the Union under Step 2 of the Grievance Procedure. No more than four (4) Union representatives who are employees of the City on duty may represent the Union under Step 3 of the Grievance Procedure. No more than five (5) Union representatives who are employees of the City on duty may represent the Union in an arbitration hearing under this Article. Unless it would unreasonably interfere with the safe, orderly and efficient maintenance of the City operation, such representatives and the individual grievant may be excused from work for the purpose of attending scheduled grievance meetings. Nothing in this Article shall prevent either party from also being represented by legal counsel or other representatives of their own choosing.

SECTION 6: Business Days Defined

For the purpose of this Article only, business days shall refer to weekdays (Monday through Friday) exclusive of days observed by the City as holidays.



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SECTION 7: Discussion

All grievance discussions shall take place in a manner which does not interfere with safe, orderly and efficient City operations.

SECTION 8: Time Limits For Filing

A. If a grievance is not processed by the Union, within the time limits, it shall be considered withdrawn without precedent or prejudice.

B. If the grievance is not answered by the employer within the time limits, it shall be considered denied and will automatically go to the next step.

ARTICLE VII

MANAGEMENT - LABOR MEETINGS

SECTION 1: Optional Quarterly Meetings

At the request of either the City or the Union, Management-Labor Relations meetings shall be scheduled each calendar quarter during the term of this Agreement, unless both parties agree to forego such meeting.

SECTION 2: Purpose

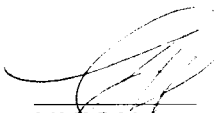
The purpose of such meeting(s) shall be to promote and maintain a harmonious and peaceful relationship between the City and the Union. Toward this end, general problems relating to the administration of this Agreement may be discussed. In no event shall individual grievances be presented or entertained.

SECTION 3: Representatives

The City shall be represented by the City Manager or the City Manager's delegate and/or the appropriate Department head. The Union shall be represented by authorized Union representatives, no more than three (3) of whom shall be employees of the City who would otherwise be at work.

SECTION 4: Agenda

The party requesting such a meeting shall provide an agenda which shall state the subject(s) to be discussed in accordance with Section 2 of this Article. Such agenda shall be submitted at least ten (10) days prior to the requested meeting date.


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SECTION 5: Other Meetings

Nothing in this Article shall preclude either party from requesting or agreeing to other meetings between City and Union representatives, as the parties deem such other meetings to be necessary or desirable.

ARTICLE VIII
UNION BUSINESS

SECTION 1:

Shift Stewards shall be allowed time off with pay to process grievances.

SECTION 2:

The elected officers and their representatives shall be allowed to represent the Union through discussion with on-duty personnel.

SECTION 3:

The City agrees to grant the Union President or one (1) designated representative leave with pay to attend the following Union conventions:

- A. The State convention of the Associated Firefighters of Illinois for a time period not to exceed three (3) calendar days every other year (one working day bi-annually).
- B. International Convention of the International Association of Firefighters.

The City agrees to grant leave with pay to the President and the Secretary of the Joliet Firefighters Pension Fund to attend the annual two (2) day Associated Firefighters of Illinois Pension Seminar held each October.

SECTION 4:

A list of names of the officers of the Union shall be submitted to the Director of Human Resources and the Chief of the Fire Department. Such list may be amended or supplemented by the Union.

SECTION 5:

Either a Chief Steward or Shift Steward or Rank and File Representative shall be granted time off with pay to attend grievance and arbitration proceedings when required during their normal tour of duty.



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SECTION 6:

Union officers and shift stewards certified by the President of the Union shall have the right to conduct such Union business as required for the efficient operation of the Union, provided, however, that activity by Union officers or stewards shall not interfere with the operations of the Department.

SECTION 7:

When required to conduct Union business, Union officers, Shift Stewards and Union Representatives are authorized to be present at the locations as may be agreed upon by both the Union and the City. But such Union representatives may not leave their assigned station houses while on duty to conduct Union business, unless authorized by the Fire Chief or the Chief's designated Joliet Fire Department representative. It shall be understood that the Union is permitted to have permanent shift stewards.

SECTION 8:

Any units, building areas or locations not listed herein, instituted after this Agreement, shall automatically come under jurisdiction of this Agreement.

SECTION 9:

The City Manager may, at the request of the Union, grant a leave of absence to an employee who is selected as delegate for a specific activity for/or on behalf of the AFL-CIO and its affiliates for a period not to exceed one year, or who is elected to office in the Union for a period not to exceed three months, provided the same does not interrupt City service. Such leaves of absence may be extended at the option of the City Manager. Seniority shall accumulate during such a leave of absence. The employee shall not be compensated by the City during this leave of absence.

ARTICLE IX

BULLETIN BOARDS

The City will furnish and maintain bulletin boards which may be used by the Union for posting notices signed by an accredited Union official and/or by the City. No political or personal matters shall be displayed thereon. Notices shall be subject to the approval of the Fire Chief or his or her designated representative with the exception that any official Union notices may be posted without approval. A bulletin board will be placed at each firehouse.


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ARTICLE X

HOURS OF WORK AND OVERTIME

SECTION 1: Definition of Regular Work Day and Regular Work Week

The regular work day for employees shall be twenty-four (24) consecutive on-duty hours. A regular work day shall be followed by forty-eight (48) consecutive hours scheduled off-duty. For the purpose of this Agreement a "regular work day" shall have the same meaning as a regular "duty day" or a regular "shift". Those duty days that are scheduled off may be referred to as a "Kelly Day". Employees assigned to a 40 hour work week shall not receive Kelly Days.

All members of Local 44 assigned to work a 24 hour shift shall receive one Kelly Day every 9th duty day, thereby reducing the employee's work week to not more than 49.78 hours per week.

The Kelly Days will be drawn by seniority within each shift, as agreed to by the Bargaining Committee and the Fire Chief. Fractional Kelly Day slots shall be allocated to the senior members of the bargaining unit as agreed by the bargaining unit and the Fire Chief. An employee may change his or her chosen Kelly Day off for another date, or may be traded among members of the bargaining unit, if it does not conflict with manpower requirements and is scheduled by the Shift Commander.

For the purposes of this Agreement, a "Kelly Day" shall mean an employee's regular work day for which the employee has been scheduled off, in accordance with this Section. A Kelly Day is not a scheduled duty day and is separate from and does not constitute Vacation Leave, Compensatory Time or other paid leave.

SECTION 2: FLSA Work Cycle

The normal work cycle for all employees receiving Kelly Days shall be fourteen (14) days. For purposes of computing pay under the FLSA, each member's work cycle shall be established so that the employee's Kelly Day starts at 7:00 p.m. on the duty shift of the 14th day of the employee's work cycle and ends at 7:00 p.m. on the first day of the succeeding work cycle. If the duty shift starting time is changed, the employee's work cycle for FLSA purposes shall be adjusted accordingly. As a result of this work cycle, no employee will work a scheduled shift that will require the payment of overtime under the provisions of the FLSA.

SECTION 3: Shift Starting Time

Subject to the provisions of Section 1 of this Article, the regular duty shift shall start at 7 a.m. and run until 7 a.m. the following day.



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SECTION 4: Overtime Pay

A. Any employee who is required to work or perform services overtime or during an emergency, which services are over and above his or her regular work day of twenty-four (24) hours or the regular work week, shall be entitled to additional compensation for overtime at the rate of pay of one and one-half times his or her pay rate as computed on the number of hours in the employee's work week as specified in Article X, Section 17.

B. If any employee is called back to work or to stand-by at the employee's home during the employee's off time after completing his or her regular twenty-four (24) hour shift, the employee shall be guaranteed minimum overtime pay of four (4) hours. If the employee is required to work more than four (4) hours, the employee shall be given additional overtime compensation as set forth above for all said additional time spent on said overtime or emergency duty. An emergency shall be defined as any situation which requires the general immediate assistance of any or all available employees needed for a particular purpose or because of any particular catastrophe which is unusual or extraordinary, or any situation which has been declared an emergency by the City Manager or Fire Chief.

C. If the employee is called in to work at any time prior to the period of time limited to three (3) hours prior to his or her regular starting time, the employee shall be paid for these hours of work at the rate of time and one-half the employee's regular hourly rate; it is understood that this provision will not infringe on the four (4) hour minimum at time and one-half guaranteed elsewhere in this Agreement. This provision will apply only to the on-coming shift.

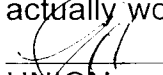
SECTION 5: Required Attendance at Certain Legal Proceedings

Each employee who is required to appear during off duty hours before the State's Attorney's Office, a Coroner's Jury, Inquest Pre-trial, Liquor Hearings or before any court with regard to information obtained while on duty or as a result of being an employee of the Joliet Fire Department shall be paid a minimum of four (4) hours pay at one and one-half (1.5) times the employee's straight time hourly rate based on the number of hours in the employee's regular work week, as specified in Article X, Section 17.

Each employee who is required to appear during off duty hours in court in excess of 4 hours shall be paid for each hour of work performed at the rate of one and one-half (1.5) times the employee's straight time hourly rate based on the number of hours in the employee's regular work week as defined in Article X, Section 17.

SECTION 6: Employees Held Over at End of Shift

Any employee covered by this Agreement who is held over after the completion of the employee's regularly scheduled twenty four (24) hour shift shall be paid one and one-half (1.5) times the employee's regular straight time hourly rate for additional hours actually worked, as specified in Article X, Section 17. No less than one (1) hour at one


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and one-half (1½) times the employee's regular straight time hourly rate shall be paid to an employee when this Section applies. An employee held over for overtime purposes, for any duration of time between one minute and one hour, shall be paid the minimum one hour of overtime and shall not be required to stay beyond the time he/she is relieved. After the first hour, employees shall be paid in 10-minute increments. In the event an employee is held over solely to await regular or overtime relief, the employee holding over shall be paid in 10-minute increments.

SECTION 7: No Pyramiding or Duplication of Overtime Premiums

Overtime premiums will not be paid under more than one of the provisions of this Article or Agreement. In case of a conflict in which one or more overtime provisions apply to the individual for overtime pay purposes, the highest single provision shall be used to compute overtime.

SECTION 8: Meals

Meals will be provided for employees working a minimum of six (6) hours overtime on call-back or six (6) hour hold-over on an emergency, including, but not limited to, call-out fires, tornados or mass casualty incidents, the cost of which will be borne by the City of Joliet.

SECTION 9: Shift Exchanges

Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, and when prior approval of the Fire Chief involved is obtained.

SECTION 10: Substitution of Work Hours

A. *Scheduled Mandatory Trades*

Employees shall be permitted to make scheduled mandatory trades of Kelly Days and Compensatory Days immediately following the scheduling of vacation periods as set forth in Article XIII. Mandatory trades shall be determined on the basis of Departmental Seniority within each shift as set forth in Article XII.

B. *Other Trades*

Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, with the permission of the Shift Commander.

C. *All Trades*

Employees, when working trades, shall not be entitled to additional compensation. All trades shall be made in compliance with the provision of the Rules and Regulations of the Joliet Fire Department.

SECTION 11: Overtime Assignment

A. In the event a need for overtime should occur in the Department because of lack of personnel, vacations, sickness or other unforeseen conditions, overtime pay shall be paid to the employee working said overtime at the employee's regular classified rate or at such other rate as this Agreement may require. All overtime shall be maintained and allotted on the basis of the Departmental Seniority List, by shift and rank. A seniority list shall be posted on all bulletin boards in all Department Fire Stations and on fire department computers made available for use by members of Local 44. Said seniority list shall also show the date of entry into the Department on a yearly basis. A record shall show the date of call and the response from each person called, as to whether said overtime was refused, said person was on duty, ill or on vacation, or there was no answer.

B. Firefighter paramedics and Apparatus Operator paramedics assigned to work overtime in an ALS position shall be paid overtime at the overtime rates specified in Article X, Section 17 for Firefighter paramedics and Apparatus Operator paramedics, as applicable.

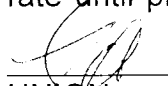
C. If an employee refuses overtime, the employee will automatically be passed by until a complete cycle of the seniority list has been completed. After one (1) refusal, the employee's name will automatically be bypassed until a complete cycle of the seniority list has been completed, at which time his or her name shall come up according to seniority. In the event of a "no contact", the employee will retain the same position on the overtime list. Each employee who is absent from work on Sick Leave, Vacation, Kelly Days, Funeral Leave, Emergency Leave and Union business, or any employee who is not available for overtime work due to a temporary trade of shift assignment with another employee, or on "special assignment" will be considered a "no contact."

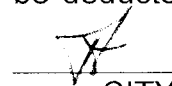
SECTION 12: Equal Rank

All overtime shall be filled by an employee holding an equal rank as the work assignment which has been vacated as a result of an absence whenever possible. The Shift Commander may give consideration to the qualifications of the employees to fill the position; however, any employee passed by shall maintain his or her original position on said overtime list (i.e., if a Firefighter has been or agreed to be temporarily upgraded to fill a Fire Apparatus Operator's work assignment, and such upgrade causes overtime as a result of an absence, that position shall be filled by a Fire Apparatus Operator).

SECTION 13: Stand By Overtime

Any employee of the Department ordered to stand by and not properly relieved at change of shifts, shall be entitled to overtime pay at the employee's regular classified rate until properly relieved. The amount of such overtime pay shall be deducted from


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the pay of the employee who caused the overtime by the employee's failure to report to work.

SECTION 14: Call Back Overtime

Employees, when called back to work for any training, parades, or other departmental activities, shall receive a minimum guarantee of four (4) hours overtime pay. Employees, when called back to cover for employees attending EMT-B or Paramedic School, will receive a minimum guarantee of three (3) hours overtime pay. Employees that are not on Sick Leave, Workers Compensation or Temporary Disability Leave that are required to attend EMT-B or Paramedic School on their off-duty hours, or Clinical Rotations, will receive a minimum guarantee of three (3) hours of overtime pay.

SECTION 15: Emergencies

A member of the Department may be called in or required to stand by for emergencies. The platoon of Firefighters going off duty on the day of the emergency shall be the first employees called in or required to stand by for such emergency.

SECTION 16: Move Up Pay

Employees covered by this Agreement who may perform the duties in a classification higher than his or her regular classification, shall be compensated at the higher classification rate of pay.

SECTION 17: Straight Time and Overtime Pay Computation

The straight time hourly rate shall be calculated by dividing the sum of the employee's annual base salary by the average annual hours of duty. The average annual hours of duty shall be 2,597.33. The schedule of Straight Time Hourly Rates is attached hereto as Exhibit "A".

All employees required to work or perform services overtime or during an emergency, which services are above the employee's regular work day shall be entitled to compensation for such time at the rate of pay equivalent to the employee's overtime hourly rate as set forth herein.

For all employees, the overtime hourly rate shall be calculated by dividing the sum of:

- (a) the employee's Annual Base Salary, as specified in the schedule attached as Exhibit "A" and
- (b) the employee's Holiday Stipend as specified in the schedule attached as Exhibit "A",
- (c) by the average of the employees' annual hours of duty as set forth in Article X, Section 17 of this Agreement.


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(d) and then multiplying by 1.5.

For all employees the Overtime Hourly Rate shall be as specified in the schedule attached hereto as Exhibit "A".

SECTION 18: Sick Leave and Vacation Buyout

For calculating these benefits, the rate shall consist of the annual base salary as defined in Article XXX, plus Longevity Pay (for eligible employees), and the Holiday Stipend divided by the employee's annual hours of duty as set forth in Article X, Section 1 of this Agreement.

SECTION 19: Travel Time

Unless otherwise expressly and specifically stated in this Agreement, travel time to and from an employee's residence and the location the employee is required to report for duty shall not be compensable or counted as hours actually worked for any purpose under this Agreement.

ARTICLE XI

GENERAL CONDUCT

SECTION 1: General

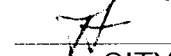
As a member of the public service, employees covered by this Agreement shall conduct themselves, both on and off the job, so as to bring credit upon the service and shall abide by all Federal Laws, State Statutes, and rules and regulations of the Joliet Fire Department currently in effect, current rules and regulations of the Board of Fire and Police Commissioners approved by the Board and the City Council.

SECTION 2: Records

A. Official individual employee records shall be maintained by the Board of Fire and Police Commissioners and the Human Resources Department, which shall be the sole basis for formal actions undertaken by the City, with regard to the employee. The employee, and with the employee's written consent, a Union representative may examine the records maintained by the Human Resources Department. Such examination may be conducted during the normal business hours of the Human Resources Department, provided that the employee obtains the prior permission of the employee's supervisor to leave the assigned place of duty, and arrange for such examination in advance with the Personnel Division. Such permission shall not be unreasonably withheld. Access, if any, to records maintained by the Board of Fire and Police Commissioners shall be as established by that Board.

B. All personnel records shall be in writing. Detrimental information concerning non-merit factors, not related to the performance of job duties, shall not be placed in an employee's personnel file, nor be placed in any supervisor's working file so


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maintained for the employee. No other detrimental information concerning an employee shall be placed in the employee's personnel file, unless that employee has an opportunity to read such material. The employee shall acknowledge that he or she has read such material by affixing his or her signature to the copy to be filed. It shall be understood that such signature merely signifies that the employee has read the material in question. Such signature indicates neither agreement nor disagreement with its contents. If the employee refuses to sign such acknowledgment, such refusal shall be noted on the document and attested to by both the City and the Union.

C. The employee shall have the right to answer in writing any material filed in the employee's personnel file and said answer shall be attached to the file copy.

D. An item of detrimental material placed in an employee's personnel file shall not be taken into account by the Chief in the assessment of future discipline if, after a period of two (2) years, the conduct which is the subject of the detrimental item is or has not been repeated.

E. The Human Resources department shall keep and maintain an official finance record for employees. An employee shall have the right to review the employee's time and pay records on file with the Employer, after arranging for such review with the Human Resources Department.

ARTICLE XII

SENIORITY

SECTION 1:

For the purpose of this Agreement, seniority is defined as length of continuous full-time employment as a sworn member with the City of Joliet, Fire Department, as herein defined, including military service as defined by Federal and State laws. However, an employee's earned seniority shall not be lost because of absence due to illness or injury as long as the employee remains in the service of the City, while on an authorized leave of absence or temporary layoff; provided, however, that if an employee severs his or her service with the City to accept a disability pension and the disability pension is later terminated and the employee returns to the City's active service, the employee shall be entitled to his or her accumulated seniority which existed at the time the employee was placed on the disability pension, but the employee shall not be entitled to seniority credit for the time he or she was on disability pension; provided further, that seniority credit for a temporary lay off by the City shall be given for the period of layoff but not to exceed two (2) years if the employee does not withdraw his or her contributions to the Illinois Firemen's Pension Fund as established under Section 4-101 of the Illinois Pension Code (40 ILCS 5/4-101 et seq.), as to firefighters and finally, that any employee who resigns or is dismissed for cause from the City's service, shall lose all seniority credit.



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SECTION 2:

Seniority shall be computed from the order of appointment. If more than one person is hired on the same day, then with regard to the seniority on the Department, between those persons appointed on the same day, it shall be determined by referring to the order of appointment by the Board on that day.

SECTION 3:

Only permanent employees will be eligible for seniority credit, but once an employee has become a permanent employee, he or she shall receive credit from the date of employment, including the probationary period of service.

SECTION 4:

The seniority list of the Fire Department shall be posted on the Union bulletin board by the City, and brought up to date semi-annually, on January 1, and July 1, of each year, by the City, and copies of the same shall be sent to the President of the Union and the Chief of the Department

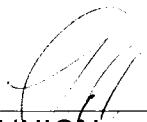
SECTION 5:

Seniority shall be computed in two ways: (1) Departmental Seniority, and (2) Rank Seniority.

SECTION 6:

An employee's seniority shall be continuous unless terminated for any of the following reasons:

- A. Discharge for just cause
- B. Voluntary resignation
- C. Lay off of more than two (2) years for the convenience of the Department.
- D. Failure to return to work within thirty (30) calendar days without just cause, following recall subsequent to a lay off.


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ARTICLE XIII

VACATIONS

SECTION 1: Vacation Schedule

<u>Years of Continuous Employment with the City</u>	<u>24 Hour Shift Employees</u>
One Year but less than Ten Years	Six 24-hour working days
Ten Years but less than Twelve Years	Eight 24-hour working days
Twelve Years but less than Fifteen Years	Nine 24-hour working days
Fifteen Years but less than Twenty Years	Ten 24-hour working days
Twenty Years or more	Eleven 24-hour working days

SECTION 2: Vacation Time Calculation for New Employees

During their initial year of employment with the Fire Department, employees accrue vacation leave to be used during the following calendar year. Employees hired after January 1st shall earn vacation leave pro rata based on their months of service. This pro rata calculation shall be one day of vacation leave for every two months of service. In order for a new employee to accumulate a full bank of vacation leave, the employee must have been employed with the Department from work January 1st to December 31st of the previous year.

SECTION 3: Vacation Time During Job-Related Disability

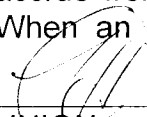
No employee shall be required to use vacation days during a period of injury (on-the-job or job-related injury or illness), when this injury or illness shall have occurred prior to beginning the vacation or lasting into or through the vacation. If an employee becomes ill or is injured due to non-job related causes prior to a vacation, the employee may request the privilege of rescheduling vacation. This request will be made to the Chief or the Chief's representative, who may grant the request providing that there are open periods in the vacation schedule for that year.

SECTION 4: Vacation Draws

Vacations shall be drawn by Department seniority and shall be drawn in accordance with a mutually agreed written plan devised by the Bargaining Committee and the Fire Chief. This plan is to be designed for the benefit of the majority of the people involved. Manpower requirements shall be the deciding factor of any vacation plan. This plan shall be in effect for the remainder of the calendar year.

SECTION 5: Vacation Accrual

Any member completing ten (10) years of continuous service may be allowed to accrue from one year to the next, a vacation time bank not to exceed six (6) weeks. When an employee chooses to accrue all or part of the employee's vacation, the


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employee shall do so by submitting a Personnel Action Form to the Fire Chief when vacations are drawn based on Article XIII, Section 4. By not taking all of the employee's vacation time in one year, the employee may add the remainder of the time to the employee's next year's vacation time. In no event should this Section serve as an encumbrance to the operations and safety of the Fire Department.

SECTION 6: Vacation In the Event of Termination or Extended Leave of Absence

Any employee who has met all of the eligibility requirements for a paid vacation, but whose employment terminates for any reason except just cause dismissal, shall be compensated for accrued but unused vacation at the employee's annual salary as defined for overtime, plus Longevity Pay (for eligible employees).

SECTION 7 Birthday

All employees will be given one twenty-four (24) hour day off with pay to celebrate his or her birthday. This day will be drawn as one additional vacation day.

ARTICLE XIV

HOLIDAY STIPEND

SECTION 1: General

Effective January 1, 1998 for all Local 44 members, the holidays listed in Article XIV Section 1 of Local 44's Collective Bargaining Agreement that expired December 31, 1996, and the employee's birthday off, shall not be recognized for the purpose of earning premium pay, earning compensatory time or any other provisions formerly associated with such holidays. Effective January 1, 1998, in lieu of such premiums and special provisions, the parties shall exchange them for the reduced work week and an annual payment for these benefits as a lump sum in addition to their base salary. Such amount shall be based upon 6.3 (24 hour) duty days. Payment shall be calculated as follows: Current Straight Time Hourly Rate X 24 hours X 6.3 days, and referred to as "Holiday Stipend". The Holiday Stipend will be considered part of the employee's base salary for pension purposes and overtime rate computation.

SECTION 2: Holiday Stipend Calculation

The amount of Holiday Stipend shall be as set forth in the schedule attached hereto as Exhibit "A".

SECTION 3: Payment of Holiday Stipend

The Holiday Stipend shall be paid in addition to the annual base salaries specified in Article XXX and shall be paid as a separate check within the first 28 days of January, beginning January 1998. Persons who become employees after the payment of the Holiday Stipend shall not be entitled to a Holiday Stipend for that year.


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ARTICLE XV

BIDDING

SECTION 1:

Each employee shall be allowed to bid on any vacancy in any Work Assignment. Those Work Assignments which shall be bid according to this Article are as follows:

A. One (1) Apparatus Operator on each "front line" vehicle on each shift. The Ladder Tower shall have two (2) Apparatus Operator positions on each shift.

B. One (1) Firefighter on each ambulance on each shift. Such Firefighter must be a certified Emergency Medical Technician-Paramedic (EMT-P).

C. One (1) Firefighter on each shift at Stations 1, 3, 4, 5, 6, 7, 8, 9 and 10.

D. There shall be five (5) Floating Apparatus Operator positions per shift. The FAO's work assignment shall be determined at the discretion of the Shift Commander. It shall not be a violation of any provision of the contract if these positions perform Firefighter responsibilities in situations where no vacant FAO assignments exist. In such cases, the FAO with the least seniority shall be the FAO assigned to perform paramedic duties.

"Fire vehicles" (i.e. Engines and Ladder Trucks) shall be driven by Apparatus Operators. A Firefighter shall not drive a Fire vehicle if, at the same time, there is a floating Apparatus Operator driving an ambulance anywhere in the City. If all floating Apparatus Operators are placed on Fire vehicles and a Fire vehicle driver vacancy remains, which does not fall under the overtime rules, then a Firefighter who is cleared to drive such Fire vehicles may fill the Fire vehicle driver position for that day.

In the event an Apparatus Operator of a Fire vehicle calls in sick, "Training" shall not be used to eliminate the need for a "Double Move". In this event, a Double Move should be made to assign a floating Apparatus Operator to the Fire vehicle.

E. On a day to day basis, work assignments may be modified if manpower requirements dictate. It shall be understood that during their first year of employment a bid Firefighter may be moved off of his or her bid position for legitimate training purposes. During their first four years of employment a bid Firefighter may be moved twice a month for training purposes. A probationary Apparatus Operator may be moved off of his or her bid to allow for the two days of training done on each piece of fire apparatus. This movement for training should be done when the position for training is vacated by the bid person due to a Vacation Day, Kelly Day, etc.

In addition to the foregoing, work assignments may be modified when a paramedic shortage occurs. At that time, personnel can be moved off their bids to


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eliminate paramedic shortages and overtime. In addition, due to daily manning requirements a Floating Apparatus Operator holding an EMT-P certificate may be required to perform paramedic duties (including, but not limited to, riding in the back of the ambulance during transport to provide patient care) while an EMT-B fills in as the Ambulance Operator (driver) for the shift.

The City and the Union agree that when the Battalion Chief is making up the Board for the next Duty Day, and it becomes necessary to move a bid Firefighter-Paramedic out of his or her Station assignment to fill a paramedic shortage (i.e., there are no Firefighter-Paramedics at the Station to upgrade to the Ambulance for the day) movement will be done by seniority, with the least senior Firefighter-Paramedic being moved on each such occasion.

On a day to day basis, at the Station where the most senior Firefighter on each shift is bid to a non-transport vehicle, if a Firefighter-Paramedic bid to an Ambulance is temporarily absent from duty, the vacancy shall be the first vacancy to be filled and shall be filled with an on-duty Floating Firefighter-Paramedic, if possible.

On a case by case basis, if special circumstances arise that are not covered by this section an agreement shall be mutually agreed upon by Local 44 and the Fire Chief. If no agreement can be reached the Union may refer the dispute for resolution by an impartial arbitrator in accordance with Article VI, Step 4. The arbitrator shall base his or her decision on the criteria set forth in Section D of Article XV.

F. All non-transport ALS vehicles operated by the City shall be manned with a single bid paramedic position, which shall receive a Paramedic Bid Stipend of 5% and a Paramedic Certification Stipend of 4.5%. The City reserves the right to designate those Fire Department vehicles that will operate as non-transport ALS vehicles. The Apparatus Operator bid to the non-transport ALS vehicle will be the employee receiving the Paramedic Bid Stipend and the Paramedic Certification Stipend, provided such employee holds a valid EMT-P certificate. If such employee does not hold a valid EMT-P certificate, then the Paramedic Bid Stipend and the Paramedic Certificate Stipend shall be paid to the most senior Firefighter bid to the vehicle. The City and the Union agree that, with the exception of the single bid paramedic position, all other employees assigned to a non-transport ALS vehicle shall not be entitled to the Paramedic Bid Stipend by virtue of said assignment whether or not the employee holds an EMT-P certificate.

In exchange for the foregoing provision, the City agrees to operate at least nine (9) non-transport ALS vehicles.

At least one member of Local 44 bid to a non-transport ALS vehicle shall hold a valid EMT-P certificate. All vehicles designated by the City as a non-transport ALS vehicle shall be equipped with ALS equipment.

G. Truck 1, Truck 9 and Tower 6 shall each have one Firefighter position. At such time as Tower 6 is designated by the City as a non-transport ALS vehicle, only the most senior Apparatus Operator-Paramedic will receive the Paramedic Bid Stipend of


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