

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TOWN OF NORMAL, ILLINOIS

AND THE

NORMAL FIRE FIGHTERS ASSOCIATION, LOCAL #2442

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

(AFL-CIO)

APRIL 1, 2012 – MARCH 31, 2016

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AGREEMENT

THE AGREEMENT is entered into this first (1st) day of October 2012 between the Town of Normal, Illinois, (hereinafter referred to as "Town") and Local #2442 of the International Association of Firefighters, AFL-CIO, (hereinafter referred to as "Union").

WITNESSETH

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and other conditions of employment; to achieve and maintain harmonious relations between the Town and the Union; to increase the efficiency and productivity of employees in the Fire Department and to provide for the prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Fire Department;

NOW, THEREFORE, in consideration of the mutual covenant and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE I

RECOGNITION

The Town recognizes the Union as the sole and the exclusive representative for all full-time employees in the bargaining unit as to all matters concerning their wages, hours, and other terms and conditions of employment. For purposes of this Agreement, the bargaining unit shall consist of all full-time employees of the Normal Fire Department serving in the ranks or positions of Firefighter, Lieutenant and Captains. The ranks of Chief, Assistant Chief and Battalion Chief are excluded from the bargaining unit. Effective upon the appointment of Battalion Chiefs in 2014, the

rank of Captain shall be vacated. Any reference to the rank of Captain in this Agreement shall be disregarded until such time as the Town determines to reinstitute the rank of Captain.

ARTICLE II

PAYROLL DEDUCTIONS

Section 2.1 Dues Check-off. Upon receipt of a signed authorization from an employee in the form set forth in Appendix "A", the Town agrees for the duration of this Agreement to deduct regular monthly Union dues, uniform in amount, from such employee's pay. The Union will notify the Town in writing of the amount of monthly dues to be deducted. The Union agrees to give the Town thirty (30) days notice of any change in the amount of union dues to be deducted. Deductions shall be made on the second Town payday of each month and shall be promptly remitted.

Section 2.2 Indemnification. The Union shall indemnify the Town and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Town for the purpose of complying with the provisions of this Article.

Section 2.3 Involuntary Deduction. In the event that an employee fails to voluntarily sign a check-off authorization, or if an employee who has previously signed an authorization objects to a specific deduction or assessment, the employer shall make an involuntary deduction from the wages of the employer in the amount previously certified to the employer by the Secretary of the Union and shall forward such sums to the Union.

Section 2.4 Objections to Involuntary Deductions. Any non-member making a fair-share payment may object to the amount of his/her fair-share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes; or activities or causes making ideological issues not germane to the collective bargaining process or contract administration. Any such employee with such objection shall process

his objection in accordance with the procedures set forth in Appendix C.

Section 2.5 Objections on Religious Grounds. The obligation to pay a fair share fee to the Union shall not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and the collection of the entire fee, the Union will make payment on behalf of the employee to an agreeable non-religious charitable organization agreed to by the Union and the employee. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

Section 2.6 Direct Deposit. Employees shall authorize direct deposit of payroll in to their designated account.

ARTICLE III

MANAGEMENT RIGHTS

The Town shall retain the sole right and authority to operate and direct the affairs of the Town and the Fire Department in all its various aspects, including but not limited to, all rights and authority exercised by the Town prior to the execution of this Agreement, except as modified in the Agreement. Among the rights retained is the Town's right to determine its mission and set standards for services offered to the public; to direct the working forces; to plan, direct, control, and determine the operations and services to be conducted in and by the Fire Department or by the employees of the Town; to assign and transfer employees; to hire, promote, demote, suspend, discipline, or discharge employees for just cause or to relieve employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulations; and to change methods, equipment, or facilities.

ARTICLE IV

NO STRIKES - NO LOCKOUTS

During the term of this Agreement, neither the Union, its officers, agents, or any employee will, directly or indirectly, promote, induce, instigate, encourage, authorize, ratify, condone or participate in any strike, sympathy strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the Town, regardless of the reason for doing so. Any or all employees violating any of the provisions of this Article may be disciplined or discharged by the Town.

The Town will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE V

NON-DISCRIMINATION

In accordance with applicable Federal law or State law, neither the Town nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, sexual preference, or political affiliation. Notwithstanding other provisions within this agreement, both parties agree to comply with the American Disabilities Act (ADA) and to interpret and apply this agreement in a manner consistent with ADA. Both parties also agree that this Article shall not be subject to the grievance arbitration process.

ARTICLE VI

RULES, REGULATIONS AND ORDINANCES

Section 6.1 Rules and Regulations. The Union agrees that employees covered by this Agreement shall comply with all rules and regulations promulgated by the Fire Department, as well as with all applicable Town Ordinances and Administrative Directives not in direct conflict with this Agreement. If Fire Department rules are changed, modified, or revised, the Town shall give the Union notification in advance of the effective date of any such proposed modifications.

Section 6.2 Right to Grieve. The Town agrees that an allegation that a Rule, Regulation, Ordinance, or Administrative Directive is being applied in violation of the express terms of this Agreement shall be subject to the grievance procedure.

Section 6.3 Outside Employment. Any employee working for the Town of Normal who is also receiving remuneration for some other employment or service is subject to the following restrictions. All outside employment must be approved by the City Manager prior to an employee accepting such employment or service. Appropriate records will be filed in each employee's personnel file, listing where employed, hours to be worked, and all other pertinent information.

- a. The outside employment must not interfere with an employee's performance or effectiveness in their employment with the Town;
- b. Outside employment must not leave the employee tired or subject to injury on the job;
- c. Outside employment shall not be a conflict of interest with an employee's Town employment, nor shall it

interfere with the employee's ability to respond to emergency calls;

- d. No adverse public relations shall result to the Town because of an employee's outside employment;

A record of outside employment shall be updated annually on April 1st with each employee notifying the Fire Chief or his designee, in writing, of the employee's outside employment status on a form developed and distributed by the Town.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 7.1 Definition. A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement against the Town concerning the meaning, interpretation or application of the express provisions of this Agreement.

Section 7.2 Procedure. The parties agree to act in good faith to attempt to resolve the grievance promptly and expeditiously. All grievances must state the facts of the complaint, the section(s) of this Agreement involved and the relief requested at the appropriate initial step. New or additional relevant information regarding the grievance, unknown to the parties at the time of the initial filing, may be submitted at the second and third steps by either party. A grievance shall be processed in the following manner:

Step 1. - After verbal notification to their immediate supervisor, any employee covered by this Agreement who has a grievance shall submit to the Assistant Chief within seven (7) calendar days after the employee knows, or through the exercise of reasonable diligence, should have known of the event giving rise to the

grievance. The grievance must be submitted in the presence of a Union representative (or, in their absence a designated alternate). The Assistant Chief or his designee shall give a written answer within seven (7) calendar days after submission of the grievance.

Step 2. - If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Fire Chief within seven (7) calendar days with the grievant and the authorized Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Fire Chief shall give the Town's written answer to the Union within seven (7) calendar days following their meeting.

Step 3. - If the grievance is not settled in Step 2 and the Union wishes to appeal, it shall be referred by the Union in writing to the City Manager and/or a designated representative within seven (7) calendar days after the Town's answer to Step 2. If the grievance is settled as the result of such meeting, the settlement shall be reduced to writing and signed by the City Manager and/or designated representative, and the Union. If no settlement is reached, the City Manager or designated representative shall give the Town's written answer to the Union within seven (7) calendar days following the meeting.

Section 7.3 Time Limits. No grievance shall be entertained or processed unless it is submitted within seven (7) calendar days after the employee knows, or through the exercise of reasonable diligence, should have known of the occurrence of the event giving rise to the grievance. If the grievance is not presented within the time limits set forth above, it shall be considered "waived". If the grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Town's last answer. If the Town does not answer a grievance or an appeal thereof within the specified time limits, the grievant and the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step in accordance with the procedure set forth in this Article.

Section 7.4 Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) calendar days after receipt of the Town's answer in Step 3. The parties by mutual agreement in writing may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators who are certified by the National Academy of Arbitrators and who reside in Illinois, Indiana or Wisconsin. Either party may reject one entire panel of arbitrators.

From an acceptable panel, the arbitrator shall be selected by the alternate striking of names. The party demanding arbitration shall strike the first name after which the other party shall strike a name. After six (6) names are stricken by this procedure, the remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Town and the Union requesting that he set a date and time for the hearing subject to the availability of the Town and Union representatives. All arbitration hearings shall be held in Normal, Illinois.

Nothing in the foregoing process shall preclude the Town and the Union from mutually agreeing to an "expedited arbitration" process.

Section 7.5 Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a binding award with respect to the specific issue submitted to him in writing by the Town and the Union, and shall have no authority to make an award on any other issue not so submitted to him. The arbitrator shall be without power to make an award contrary to or inconsistent with or modifying or varying the laws of the State of Illinois or the ordinances of the Town of Normal so long as such laws or ordinances do not conflict with any express provision(s) of this Agreement. Unless mutually

agreed otherwise, it is requested that the arbitrator shall submit in writing his award within thirty (30) days following the close of the hearings or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The award shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

Section 7.6 Discharge and Discipline. Any and all disciplinary action against bargaining unit members shall be taken in accordance with the following:

A. Discipline

The Town may institute disciplinary action against any employee for just cause. Disciplinary action may consist of any one of the following penalties:

- 1) Oral Reprimand
- 2) Written Reprimand
- 3) Suspension for 30 days or less
- 4) Discharge
- 5) Demotion

Disciplinary action shall be progressive and corrective in nature and not designed to merely punish. The severity of the penalty applied shall be proportional to the gravity of the offense.

B. Fire Chief's Authority to Discipline

- (1) The Fire Chief shall have the following disciplinary authority:

- (a) To reprimand or suspend employees without pay as a disciplinary measure up to a maximum of five (5) calendar days. Such disciplinary action shall be deemed final, subject only to an appeal of such discipline in accordance with the provision of this section.
 - (b) To file charges against employees seeking the penalties of a suspension without pay of more than five (5) calendar days up to thirty (30) calendar days, discharge, or demotion.
 - (c) To suspend an employee with pay pending an investigation or the filing of charges.
- (2) If the Fire Chief decides to discipline an employee according to section B(1)(a) or to initiate discipline of an employee according to section B(1)(b), he or his designee shall serve written notice of the charges and disciplinary penalty or proposed disciplinary penalty upon the employee involved with a copy to the Union. The employee shall have the right to contest the disciplinary action imposed according to section B(1)(a) by filing a grievance only. Employees desiring to file a grievance must use the Grievance Form as depicted in Appendix G.

If the employee elects (with approval of the Union) to file a grievance as to the disciplinary action, the grievance shall be processed in accordance with Article VII of the Agreement, except that it shall be filed at Step 3 of the procedure. Oral and written reprimands will only be processed through Step 3 and shall not be subject to grievance arbitration.

C. City Manager's Authority To Suspend, Discharge, Or Demote And To Suspend Pending Investigation Or Hearing

- (1) The City Manager or designee shall have the authority to take final action as to charges for

suspension, dismissal or demotion filed by the Fire Chief in accordance with Section B(1)(b). The employee shall have the right to contest the disciplinary action by filing a grievance only. If the employee elects to file a grievance, the grievance shall be filed at Step 4 of the grievance procedure and processed (with the approval of the Union) to arbitration in accordance with the procedures of Article VII of the Agreement.

- (2) The City Manager or designee shall also have the authority to suspend an employee with or without pay pending investigation and/or pending a hearing on charges recommending discharge. When the City Manager or designee makes a tentative decision to suspend for specified misconduct, demote, or to suspend without pay pending investigation or hearing on charges for discharge, prior to implementing the suspension, the City Manager or designee shall notify the Union and meet with the employee involved, and the employee's Union representative if requested by the employee, and inform the employee of the reasons for such contemplated action. The employee, and the Union representative if present, shall be given the opportunity to rebut and/or clarify the reasons for the suspension without pay pending investigation or hearing.

D. Finality of Decision and Judicial Review

The decision of an arbitrator with respect to any such disciplinary action shall be final and binding on the employee, the Union, and the Town, subject only to an appeal in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA, 5 ILCS 315/8.

E. Exclusivity of Disciplinary Procedures.

This agreement is intended to supersede the hearing rights and procedures afforded to employees as to disciplinary action provided by 65 ILCS 5/10-2.1-17 by providing the employee with the right to have a dispute as to disciplinary action resolved through the grievance/arbitration procedure of this agreement. Pursuant to Section 15 of the IPLRA and the Town of Normal's Home Rule Authority, the provisions of this article with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be applicable under 65 ILCS 5/10-2.1-17.

F. Expedited Arbitration.

The parties agree to cooperate in establishing procedures to expedite the resolution of any grievance filed as to the just cause of a disciplinary action taken pursuant to this Article.

G. Newly Hired Probationary Employees.

Newly hired probationary employees may appeal discipline, including termination, to the City Manager but are not entitled to the arbitration procedure provided herein. The decision of the City Manager shall be final.

Section 7.7 Expenses of Arbitration. For all grievances arising after the effective date of this Agreement, expenses for the arbitrator's services and transcripts, if any, shall be borne by the Town if the arbitrator fully sustains the employee's grievance or denies the Town's grievance, and shall be borne by the Union if the arbitrator fully denies the employee's grievance, or sustains the Town's and shall be divided equally if the arbitrator sustains in part and denies in part.

Each party shall be responsible for compensating its own representatives and witnesses.

Section 7.8 Town Grievances. Nothing contained in this Article shall preclude the Town's ability to initiate a grievance and request arbitration under this Agreement. A Town-initiated grievance shall begin at Step 3 of the Grievance Procedure as contained in Article VII.

Section 7.9 Expungement of Discipline. Union members who have received disciplinary action may request to have the documentation expunged from their personnel file following the procedure outlined below.

- 1) Reviews concerning documented counseling, written warning, or reprimands may be requested two years from the date of issue.
- 2) Reviews covering suspensions may be requested four years from the date of issue.

Members requesting a review will do so, in writing to the Fire Chief. The Fire Chief may request a meeting with the member to discuss his/her request. In determining whether or not this discipline is removed the Fire Chief may consider the reason for disciplinary action, and the members past record. The Fire Chief shall confer with the Town's Personnel Officer in formulating his decision. The Fire Chief's decision shall be final but does not prohibit the member from filing a request in the future. The Human Resources Director shall keep all expunged records in an Expungement File.

Upon retirement the member may follow the outline above to have any disciplinary action expunged from their records.

ARTICLE VIII

WAGES AND BENEFITS

Section 8.1 Wages. The salaries for all bargaining unit employees shall be paid in accordance with the salary schedule plan outlined in Appendix B. The parties acknowledge that the salary schedule plan will result in additional wage benefits to employees and additional salary cost to the Town as employees move from one step to the next in the salary schedule.

Effective April 1, 2012, the base salary shall be adjusted upward by 2.85% to \$60,960.

Effective April 1, 2013, the base salary shall be adjusted upward by 2.85% to \$62,698.

Effective April 1, 2014, within 30 days of Council approval of the wage adjustments pursuant to Section 22.2, each employee in the bargaining unit as of Council approval shall receive a one-time payment of one thousand dollars (\$1,000.00). The base salary shall remain at \$62,698.

Effective April 1, 2015, the base salary shall be adjusted upward by 2.5% to \$64,265.

In accordance with Section 8.10, a portion of each employee's annual salary shall be deducted and contributed to an employee's Public Safety Retirement Health Savings Account.

In accordance with the salary schedule outlined in Appendix B, longevity step adjustments shall be granted on employment anniversary dates.

Effective January 1, 2009 or at such time as the department is certified to provide Advanced Life Support (Paramedic level) EMS service to the community, those firefighters certified as EMT-Paramedics shall receive additional compensation in an annual amount of 4% of Firefighter Base Wage (Step 5 as reflected in Appendix B). Such wage differential shall be applied only to those firefighters achieving and maintaining a Paramedic certification and shall be applied to no more than 27 firefighters. Fire Captains, Lieutenants and Engineers shall be excluded from eligibility for the wage differential benefit. The parties recognize that the group of 27 firefighters with a Paramedic certification may be achieved through attrition and that the department may have fewer than 27

firefighters with Paramedic certification at such time as the department is certified to provide Advanced Life Support (Paramedic Level) EMS service to the community, or thereafter.

Those firefighters who receive and maintain a Paramedic certification but are outside of the group of 27 firefighters, excluding Captains, Lieutenants and Engineers, shall receive additional compensation of 1% of Firefighter Base Wage (Step 5 as reflected in Appendix B.)

Payment of the additional pay for Paramedic certification as set forth above shall be included as part of the regular pay and not as a separate annual check.

Effective November 1, 2012, the wage differential for all Paramedic certifications shall be \$2,400 payable until promotion to the rank of Lieutenant or Captain or appointed to an Engineer position. All Paramedics hired on or after January 29, 2007 shall retain their Paramedic certification until such time as they are promoted to the rank of Lieutenant or Captain or appointed to an Engineer position.

Section 8.2 Hourly Rate. For the purpose of this Agreement and upon the execution of this Agreement, the straight-time hourly rate for all employees shall be the employee's annual salary divided by 2713 hours.

Section 8.3 Insurance.

A. Health Insurance. The Town will continue to provide a group health insurance plan for all bargaining unit employees. The levels and extent of such group health insurance plan shall be equal to that provided to other Town employees covered by the group plan (excluding PBPA Unit #22). The Town agrees to pay 100% of the cost of single employee coverage. The Town will continue to provide dependent health insurance coverage, comparable to that described above, for all defined dependents under the age of 23 years, at the election of the employee. The

Town agrees to contribute 50% per month toward the cost of dependent health insurance coverage.

The Town will provide continued group health insurance coverage for Firefighters who, during the term of this Agreement, become retired or disabled and their spouse and/or dependents, and the surviving spouse and/or dependents of deceased Firefighters. The cost of such continued group health insurance shall be borne by the retired or disabled Firefighter, or survivors of qualified Firefighters, at the same rate as is paid by retired or disabled Town employees or their survivors, not covered by a collective bargaining agreement.

In order to be eligible to receive such health insurance coverage, the employee must enroll no more than 31 days subsequent to the qualifying event.

The parties recognize that retired employees are no longer members of the bargaining unit and therefore have no bargaining rights as to health insurance benefits under the Town's health plan. For employees hired prior to April 1, 1998, the Town agrees to execute an individual contract attached hereto as "Appendix F" for each employee setting forth the Town's obligation with regard to individual retiree health insurance premiums.

Except for employees hired on or after April 1, 1998, the Town shall contribute 50% toward the cost of the retiree individual health insurance premiums and 20% toward the cost of the retiree's dependent insurance premium for employees who retire with 20 or more years of service and upon reaching 50 years of age.

Effective April 1, 2013 for all employees hired on or after April 1, 1998, the Town shall make annual matching payments up to \$2,100 into the employee's ICMA 457 Deferred Compensation account. Contributions shall be calculated upon date of hire as follows:

Hired date:	Annual Town Matching Contribution:
4/1/1998 – 3/31/1999	\$2,100

4/1/1999 – 3/31/2000	\$1,900
4/1/2000 – 3/31/2001	\$1,700
4/1/2001 – 3/31/2002	\$1,500
4/1/2002 – 3/31/2003	\$1,300
4/1/2003 – 3/31/2005	\$1,100
4/1/2005 – 3/31/2008	\$ 850
After 4/1/2008	\$ 600

Employees' contributions to such account or contributions made to their Public Safety Retirement Health Savings accounts due to salary deductions or other contributions to either account authorized by the terms of this agreement shall qualify as contributions to be matched by the Town up to the applicable amount.

The Town also agrees to administer a program developed by the Union whereby active firefighters make a monthly contribution to a fund used to defray a portion of the premium cost paid by retired firefighters for health insurance coverage. The Union agrees to indemnify and hold the Town harmless from any and all claims or costs involved in administering such program.

B. Health Maintenance Organization. In lieu of health insurance outlined above, employees may elect to participate in any eligible Health Maintenance Organization (HMO) certified by the Town. The Town will contribute to the cost of an HMO plan a monthly amount equal to that provided for the employee and/or dependent health insurance coverage as contained in subsection A above. Any cost for HMO participation greater than the Town's contribution shall be paid by the employee.

C. Life Insurance. The Town agrees to provide \$30,000 in term life insurance and accidental death and dismemberment coverage to each employee and make available dependent coverage in accordance with the

following schedule:

+ Spouse	\$10,000
+ Child (6 months to 23 years)	\$ 3,000
+ Child (16 days to 6 months)	\$ 100

D. Changes in Carriers and Coverage. The Town retains the right to change insurance carriers, including the option of self-insuring all or a portion of this risk. The Town retains the right to change insurance coverages as long as the benefits remain substantially as is.

E. Settlement of Claims. A difference between an employee (or his beneficiary) and the insurance carrier(s) or the claims processor shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the Town and the Union. To the extent allowed by law, the Town will designate representatives who will be available for consultation with claimant employees and retirees (or with a designated Benefit Claim Representative of the Union), so that full explanation may be given with respect to the basis of disposition of claims and so that claimants may be assisted by the Town in receiving all the benefits to which they are entitled under the terms and conditions of any contract or policy issued by the carrier.

F. Dental Insurance. The Town agrees to provide a group dental insurance program for all bargaining unit employees. The level of benefits provided by such dental insurance program shall be equal to that provided to other employees pursuant to the Town's Personnel Policy. The Town agrees to pay 100% of the premium cost of individual coverage and 50% of the premium cost for dependent coverage.

Section 8.4 Protective Clothing and Devices. Any uniform, protective clothing or protective device required by the Town of the employees covered by this Agreement shall be furnished at no cost to the employee

provided, however any such items shall be replaced only due to normal wear and tear during the course of performing duties for the Normal Fire Department. Further, when in the determination of the Town it is deemed necessary or desirable for such clothing and protective devices to comply with NFPA 1500 standards, the Town will do so at no cost to the employee. The Town agrees to start a 10 year rotation for protective clothing (turn out gear).

Section 8.5 Tuition Assistance. Upon approval of the City Manager or his designee, full or partial tuition reimbursement will be provided to employees covered by this Agreement for the successful (i.e. minimum grade of "C" on a scale of "A-F" or equivalent) completion of technically oriented courses necessary for the completion of degrees in Fire Science, Fire Service Management, or EMS. All non-elective courses required shall be paid at 100% and all elective courses shall be paid at 50%.

Reimbursement shall be made only to employees enrolled in accredited institutions and shall cover all or a portion of the cost of tuition (exclusive of other fees covering student activity costs, insurance, and any and all fees charged which are not related to the classroom function), required textbooks and lab fees, if any.

A tuition reimbursement application must be approved by the City Manager or his designee prior to enrollment in the course(s) in order to be eligible for the reimbursement. The application for tuition reimbursement must be submitted at least thirty (30) days prior to enrollment.

Time spent by an employee voluntarily enrolled in continuing education subject to a tuition reimbursement shall not be considered "time worked" except where the employee is released from duty during a regularly scheduled duty day.

Other provisions concerning educational activities are reflected in Departmental Memo 90-2 and Section 17.4. If G.I. Bill, scholarship, or third party funding is obtained by the employee, this funding shall be used prior to

Town reimbursement.

Section 8.6 Copies of the Agreement. The Town agrees to post a copy of this agreement on the Town Intranet. Additionally, the Town shall provide the Union President one copy of the agreement and shall post a copy of this agreement on the e-mail server for a period of fourteen days following execution. The Town agrees to provide, at no expense to the Union, one original copy of this Agreement by electronic format for the Union.

Section 8.7 Use of Municipal Facility. Employees covered by this Agreement will be allowed to utilize apparatus storage areas located in the Headquarters Fire Station, Fire Station #2, and Fire Station #3 for personal vehicle maintenance where the following conditions are met:

1. No consumables are utilized (except water; consumables refer to all supplies and materials).
2. No municipal tools or equipment are utilized.
3. No work may be performed during "regular working hours" as determined by the department head.
4. Maintenance and repair may be performed only on personally owned vehicles. (This restriction is imposed to prevent a situation where employees might utilize the Fire Station to perform work on vehicles in return for compensation).
5. All maintenance or repair must be scheduled in advance with the department head or an immediate supervisor appointed to this responsibility.
6. Work performed on vehicles must be limited to "light maintenance and repair."

7. Work on personal vehicles is limited to a two-hour maximum time period. Work performed should be of a character wherein vehicles can be readily operable and moved, should the need arise.

This section establishes basic parameters which the Fire Chief or his designee will utilize in designing a program which would allow personal use of Fire Station storage areas. This section does not provide the Fire Chief nor any individual the discretion to make use of apparatus storage areas for any personal use other than that use identified in this section.

Section 8.8 Pension Deferral. The Town agrees to defer an employee's contribution to the Fire Pension Fund, in accordance with Internal Revenue Service guidelines.

Section 8.9 Miscellaneous Additional Benefits.

A. Section 125 Salary Reduction Plan. The Town agrees to allow the members of the bargaining unit to participate in the Section 125 Salary Reduction Plan as is made available to other non-contract Town employees pursuant to the Town's personnel policy.

B. Length of Service Award Program. The Town agrees to allow the members of the bargaining unit to participate in the Town's Length of Service Award Program as is provided for other Town employees pursuant to the Town's personnel policy.

C. Mileage Allowance. Employees shall be required to use an authorized Town vehicle if one is available. Employees required to use their private automobiles for approved department business shall be compensated at the same rate as other Town employees in accordance with Town Directive.

Section 8.10 Post Employment Health Plan. The Town of Normal agrees to cooperate in establishing a Public Safety Retirement Health Savings Plan for all employees covered by this Agreement effective March 1, 2008. Contributions to individual employee Public Safety Retirement Health Savings accounts shall be made in accordance with the terms of the Agreement and as authorized by the Internal Revenue Code. The parties agree to mutually select the ICMA-RC Public Safety Retirement Health Savings Plan as the Public Safety Retirement Health Savings Plan. Such plan and trust documents shall be mutually acceptable to the parties. In the event the parties are unable to agree on the Plan and trust documents the matter will be submitted to interest arbitration.

Effective October 1, 2011, the Town is authorized and shall deduct 1% of each firefighter's annual salary and pay such amount as a contribution on behalf of the employee in the employee's Public Safety Retirement Health Savings account. Payment shall be made on a biweekly basis from each paycheck by dividing the annual contribution amount by 26 pay periods.

ARTICLE IX

HOURS OF WORK AND OVERTIME

Section 9.1 No Guarantee. This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or week, or of days of work per week.

Section 9.2 Normal Work Day and Work Week. The normal duty day for employees covered by this Agreement shall consist of twenty-four (24) consecutive hours on-duty followed by forty-eight (48) consecutive hours off duty. The annual average weekly hours of work shall normally not exceed 52 hours per week. Such average

annual hours of work shall be accomplished by scheduling a Kelly Day (one 24 hour shift off) every 14th on-duty shift. Such Kelly Day scheduling shall be done by the Fire Chief or his designee.

The Town shall establish individualized work periods of twenty-one (21) days to eliminate FLSA overtime liability.

Section 9.3 Overtime and Call-Back Pay. In the case of time worked in excess of a normal duty day, overtime compensation shall be paid at the rate of one and one-half (1 1/2) times an hourly rate of pay as computed by dividing the employee's annual salary by 2713 hours. For the purposes of this section only, "time worked" shall be interpreted as including time during which an employee would have been scheduled to work but for an authorized absence other than an exchange of shifts under Section 9.5.

In the case of an employee who is called back to duty outside of the normal duty schedule set forth in the Section above, such employee shall be guaranteed a minimum of two (2) hours work or pay in lieu of work at the above specified rate of pay.

Whenever an employee is required to remain on duty past their regular tour of duty, they shall be entitled to overtime pay at the established rate until properly relieved. Such a holdover shall not constitute a call-back and is not subject to the two (2) hour minimum call-back provision outlined above.

Effective April 1, 2006, overtime pay shall be paid in one quarter (1/4) hour increments.

Section 9.4 Rotation of Overtime. The lists for rotation of overtime opportunities shall be established within the Fire Department. The first list shall provide for rotation of overtime opportunities in seniority order, based upon total years of service, among Captains and Lieutenants, except that Firefighters on the eligibility list for

promotion to Lieutenant shall be offered the opportunity, in order of ranking on the promotional register, to fill in for Lieutenants when no officer is available or willing to perform the overtime work. The second list shall provide for rotation of overtime opportunities in seniority order, based upon total years of service among Firefighters/Engineers only. Under no circumstances, shall a regularly assigned engineer be called for overtime unless one of the regularly assigned engineers is off on authorized leave. Engineers shall not be called for overtime for special duty assignments unless specifically authorized by the Fire Chief or his designee. A third list shall provide for rotation of overtime opportunities in seniority order among Firefighter/Paramedics. A fourth list shall provide for rotation of overtime opportunities in seniority order among Paramedics only. In the event that an overtime need remains unfilled after one complete rotation of the list, the Town may direct an employee to perform the overtime work.

All overtime work shall be recorded on the before mentioned lists, except:

1. Extraordinary situations created by an Emergency Call Back
2. Officer's regular monthly meetings
3. Department-wide meetings or training sessions
4. Acting officer situations described in Section 9.7
5. Holdover situations described in Section 9.3

"Officer's regular monthly meetings" shall be the one time per month regularly scheduled officer's meeting.

"Department-wide meetings or training sessions" are defined as schools, training activities, and department-wide activities that every member of the department is eligible to attend on a voluntary basis.

Overtime shall be scheduled in accordance with Fire Department Directive 95-02.

Section 9.5 Exchange of Shifts. Employees shall have the right to temporarily exchange shifts when the change does not interfere with the operation of the Fire Department provided that a request is filed with a Company Officer and approved by the Fire Chief or his designee, and provided that the change does not result in the payment of overtime to the parties involved in the time trade.

Employees shall also have the right to trade their Kelly Day leave but the hours off will continue to apply to the employee who was originally scheduled to receive the Kelly Day.

Section 9.6 No pyramiding. There shall be no duplicating or pyramiding in the computation of overtime or other premium wages, including call back pay. Nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours worked.

Section 9.7 Working Out of Classification. Any person covered by this Agreement who works for an officer, above his regular assigned classification, shall be paid one (1) hour of overtime pay, or compensatory time in lieu thereof, for each aggregate twelve (12) hour period in which the individual works in the higher classification.

ARTICLE X

VACATION AND HOLIDAYS

Section 10.1 Vacation Accrual. Bargaining unit employees shall accrue vacation pay in accordance with the following schedule:

- (a) Commencing with the first day of the first month following the date of employment and up through the sixth year of employment, employees will be eligible to accrue twelve (12) hours per month of employment;

- (b) After the completion of six (6) years of employment, employees will be eligible to accrue eighteen (18) hours per month of employment;
- (c) After the completion of fourteen (14) years of employment, employees will be eligible to accrue twenty-four hours per month of employment.
- (d) Effective January 1, 1998, in exchange for scheduling Kelly Days every 14th on-duty shift (formerly scheduled every 24th on-duty shift), the vacation accrual rate for all employees shall be reduced by forty-eight (48) hours per year except as follows: upon completion of 19 years of continuous service, 24 hours of the 48 hour reduction in vacation accrual will be waived; upon completion of 24 years of continuous service, there shall be no reduction in the annual vacation accrual rate. The monthly/annual vacation accrual rates shall, therefore, be as follows:

0 through 6 years	8 hours per month / 4 days per year
6 yrs 1 mon through 14 years	14 hours per month / 7 days per year
14 yrs 1 mon through 19 years	20 hours per month / 10 days per year
19 yrs 1 mon through 24 years	22 hours per month / 11 days per year
24 yrs 1 mon and over years	24 hours per month / 12 days per year

Section 10.2 Scheduling of Vacations. The vacation year for all employees shall be the twelve (12) month period beginning April 1st of each year. Except for newly hired probationary employees, vacations accrued in accordance with the above schedule shall be taken in the vacation year following accrual. Probationary employees shall not be eligible to take accrued vacation leave. Vacation time not used during the vacation year may not be accumulated for use during any succeeding year unless a written request is submitted to, and approved by, the City

Manager prior to the start of the vacation year. Unused vacation time may be reimbursed according to current Town policy.

Vacations shall initially be scheduled on or about April 1st based upon an employee's seniority on shift. After the initial scheduling of employee vacations, subsequent requests will be approved on a first-come, first-served, basis.

Scheduling of vacations shall be in accordance with the following restrictions:

- (a) The initial scheduling of vacation leave will not be permitted in increments of less than one (1) twenty-four (24) hour duty day,
- (b) Employees will be permitted to schedule up to three (3) vacation days annually in twelve (12) hour increments so long as these half-day vacation requests do not conflict with any specialized and required training which would be difficult and/or impractical to make-up at a later time. It shall be up to the discretion of the Fire Chief or his designee to approve such twelve (12) hour vacation leave requests in accordance with the preceding limitations. Approval of such vacation leave requests shall not be unreasonably withheld. Further, twelve (12) hour vacation leave requests that were approved prior to the scheduling of any specialized and required training activities as outlined above may not be canceled by the Fire Chief or his designee.
- (c) An employee shall be eligible to take a maximum of twelve (12) duty days of vacation consecutively.

Section 10.3 Pay for Unused Vacation Upon Separation. Any employee who is separated from the service (resignation, death, retirement, or discharge) shall be compensated in cash for all accrued but unused

vacation time accumulated, at the regular straight-time hourly rate of pay at the time of separation; except that vacation leave accumulated and carried over from a prior year will be compensated in cash based on the employee's straight-time hourly rate in the prior year.

Section 10.4 Holidays. The following shall be considered paid holidays:

New Years Day (January 1)	Veterans Day (November 11)
Martin Luther King Jr Day (January 15)	Thanksgiving Day (4 th Thursday of November)
Memorial Day (May 30)	Day after Thanksgiving Day
Independence Day (July 4)	Christmas Day (December 25)
Labor Day (1st Monday in September)	

Section 10.5 Holiday Pay. An employee who is scheduled to work and actually works on a holiday shall receive, in addition to their regular rate, holiday pay at one and one-half (1 1/2) times their regular rate of pay as computed by dividing their annual salary by 2713 hours. An employee who is not scheduled to work, but works on a holiday shall receive, in addition to their regular rate, holiday pay at two (2) times their regular rate of pay.

Employees not scheduled to work on a holiday, and not responding to a call-back of more than eight (8) hours, will receive eight (8) hours of holiday compensatory time. Employees who schedule a vacation day on any part of a holiday shall receive twenty-four (24) hours of holiday compensatory time for each holiday on which their vacation falls.

Employees who are scheduled to be off on Kelly Day leave on a paid holiday shall receive Holiday Pay (1 1/2 times their regular rate of pay) for the number of hours they would have received such premium pay had they not been scheduled off on Kelly Day leave.

In the event employees exchange shifts on a holiday the regularly assigned employee shall receive the holiday incentive.

ARTICLE XI

RESIDENCY

Employees covered by this Agreement may reside within the corporate limits of the Town of Normal or the City of Bloomington or within McLean County; or within a twenty (20) mile radius of Main Street and College Avenue. If a portion of a municipality is located within a residence area, then the entire municipality shall be deemed within the residence area.

ARTICLE XII

SICK LEAVE

Section 12.1 Sick Leave Accrual. All employees who were employees on May 15, 1978, shall accrue sick leave at the rate of sixteen (16) hours per month, which shall accumulate to a maximum of two thousand one hundred sixty (2,160) hours. Employees hired after May 15, 1978, shall accrue sick leave at said rate to a maximum of one thousand four hundred forty (1,440) hours. Effective April 1, 2013, all employees shall accrue sick leave at a rate of twenty (20) hours per month, which shall accumulate to a maximum of one thousand four hundred forty (1,440) hours.

Section 12.2 Use of Sick Leave. An employee eligible for sick leave may be granted such leave without

loss of pay in the following circumstances:

1. Bona fide personal employee illness, injury or medical appointments. Where possible, however, medical appointments should be scheduled before or after an employee's work shift or on a non-work day.

2. Bona fide personal illness, injury, or medical appointments of an eligible employee's spouse, parents or children provided all of the following conditions are met:
 - A. For Custodial Parent
 - a. The employee's child is under eighteen (18) years of age;
 - b. The spouse or child resides with the employee;
 - c. The employee's presence with the spouse or child is required;
 - d. Prior approval is obtained; and
 - e. Is limited to two (2) duty days (48 hours) per fiscal year. This time is not cumulative from fiscal year to fiscal year.

 - B. For Non-Custodial Parent
 - a. The employee's child is under eighteen (18) years of age;
 - b. The employee's presence with the child is required;
 - c. Prior approval is obtained;
 - d. Is limited to one (1) duty day (24 hours) per fiscal year. This time is not cumulative

from fiscal year to fiscal year.

The foregoing age restriction shall not apply for children who, due to a permanent disability, are incapable of caring for themselves. Medical appointments should be scheduled before or after an employee's workshift or on a non-work day. The provisions of this Section shall also apply to step and adopted children.

Use of sick leave for personal use or immediate family members does not release any employee from their obligation in maintaining a satisfactory attendance record. It is understood that both the abuse of sick leave, as well as the excessive use of sick leave on a frequent and recurring basis, shall constitute just cause for disciplinary action, up to and including discharge. Such disciplinary action shall not be set aside unless determined to be arbitrary, capricious or discriminatory.

With respect to an employee who the Town believes is using sick leave on an excessive basis, as opposed to other abusive uses of sick leave, no such disciplinary action shall be taken until after the Town has met with the employee and advised him or her of the Town'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 employee has been given a reasonable opportunity to improve his or her record of attendance. Any disciplinary action which is taken shall be progressive in nature.

Section 12.3 Sick Leave Verification. The Town may at any time require an employee to submit documentation attesting to the necessity of the employee to be absent from work on account of illness or injury. Moreover, even if the Town does not specifically request medical documentation with respect to a particular absence, the employee must submit documentation whenever one or more of the following exists:

1. If the absence for which sick leave is claimed exceeds forty-eight (48) consecutive working hours.
2. If the Department has, for any reason, advised the employee that all future requests for sick leave must be supported by an acceptable physician's statement.

Medical documentation shall be submitted in a form and manner acceptable to the Town.

Section 12.4 Sick Leave Incentive.

A) Career Buyback for Employees Hired Prior to April 1, 1998

On the day immediately preceding an employee's scheduled and actual retirement from the Town, after twenty (20) years of continuous service, such employee's accumulated and unused sick leave shall be reduced to zero (0) by the Town providing the cash value of unused sick leave (based upon the employee's current regular rate of pay at the time of their retirement) to the employee in accordance with the following schedule. Any accumulated and unused sick leave in excess of 1440 hours shall not apply to this provision and will not be eligible for exchange upon retirement:

ACCUMULATED SICK LEAVE	EXCHANGE RATE
1440 hours to 1260 hours	40% of hours
1259 hours to 1080 hours	30% of hours
1079 hours to 864 hours	20% of hours

863 hours or less

0% of hours

In the event State law allows fire fighters to receive service credit towards retirement for unused accumulated sick leave, then this Section shall be inapplicable and of no effect beginning the date such law goes into effect.

Those employees with 863 hours or less of accumulated and unused sick leave as of the official date of their retirement agreement will not be eligible for any cash exchange of accumulated and unused sick leave time.

B) Annual Buyback for Employees Hired After April 1, 1998

Effective April 1, 2008 the foregoing career buyback benefit available at retirement shall be terminated for employees hired on or after April 1, 1998 and an annual sick leave incentive shall be instituted for employees hired on or after April 1, 1998. Such benefit shall be as follows:

TIER 1: 0-720 Hours of Accrued Sick Leave

A) For employees with 720 or fewer hours of accrued sick leave banked as of the end of shift at 8:00 a.m. on April 1st, unused sick leave accrued during the fiscal year ending March 31, shall be distributed as follows:

1) For employees with zero (0) hours of sick leave used during the fiscal year (as of the end of shift at 8:00 a.m. on April 1st):

(a) Up to 72 hours of such accrued time shall be cashed out at a 45% rate by the Town

and the value of such time shall be paid by the Town for the employee's benefit into the employee's Public Safety Retirement Health Savings account.

(b) The remaining 55% of up to 72 hours of accrued sick leave not cashed out pursuant to Section A (1)(a) above shall be deposited as accrued sick leave time into the employee's sick leave bank.

(c) Any and all accrued sick leave time above 72 hours shall be deposited as time into the employee's sick leave bank.

2) For employees who have used any sick leave during the fiscal year (through the end of the shift at 8:00 a.m. on April 1st), then any and all unused accrued sick leave time shall be deposited as time into the employee's sick leave bank and no amount of such accrued sick leave shall be cashed out.

TIER 2: More than 720 Hours and Less than 1440 Hours of Accrued Sick Leave

A) For employees with more than 720 hours, but less than 1440 hours of accrued sick leave as of the end of shift at 8:00 a.m. on April 1st, unused sick leave accrued during the fiscal year ending March 31, shall be distributed as follows:

1) If 48 hours or less of sick leave was used during the fiscal year and as of the end of the shift at 8:00 a.m. on April 1st, then:

(a) 96 hours of such accrued time shall be cashed out at a rate of 45% by the Town and the value of such time shall be paid by the Town for the employee's benefit into the employee's Public Safety Retirement Health Savings account.

(b) The remaining 55% of 96 hours of accrued sick leave not cashed out pursuant to Section A 1 (a) above shall be deposited as accrued sick leave time into the employee's sick leave bank.

(c) The remaining unused accrued time above 96 hours shall be deposited as time into the employee's sick leave bank.

2) If more than 48 hours of sick leave was used during the fiscal year and as of the end of the shift at 8:00 a.m. on April 1st, then any and all unused accrued sick leave time shall be deposited as time into the employee's sick leave bank and no amount of such accrued sick leave shall be cashed out.

TIER 3: 1440 or More Hours of Accrued Sick Leave

A) For employees with 1440 or more hours of accrued sick leave as of the end of shift at 8:00 a.m. on April 1st, unused sick leave accrued during the fiscal year ending March 31, shall be distributed as follows:

1) If 48 hours or less of sick leave was used during the fiscal year and as of the end of the shift at 8:00 a.m. on April 1st, then:

(a) 96 hours of such accrued time shall be cashed out at a rate of 45% by the Town and the value of such time shall be paid by the Town for the employee's benefit into the employee's Public Safety Retirement Health Savings account.

(b) The remaining 55% of 96 hours of accrued sick leave not cashed out shall be lost and shall not go into the employee's sick leave bank.

(c) The remaining unused accrued sick leave above 96 hours shall be lost and shall not go into the employee's sick leave bank.

2) If more than 48 hours of sick leave was used during the fiscal year and as of the end of shift at 8:00 a.m. on April 1st, then no accrued sick leave is cashed out and no accrued sick leave is placed in the employee's sick leave bank.

C. Annual Buyback Election. Any employee who was hired before April 1, 1998 may voluntarily participate in the annual sick leave incentive in lieu of the existing career incentive by serving written notice upon the Town of such election on or before April 1, 2008. For employees making this voluntary election payment of annual accrued sick leave as provided in Section 12.4 B. above shall be paid by the Town for the employee's benefit into the employee's 457(b) ICMARC deferred compensation account instead of the Public Safety Retirement Health Savings Account.

D. Retirement Agreement

Any employee electing to take advantage of the career buy back provision shall enter into a retirement agreement with the Town. Such retirement agreement shall include the following:

1. Effective date of the Agreement.
2. Amount of sick leave hours to be converted to pay per this section.
3. Number of other leave hours accumulated at the time of the agreement such as vacation, and compensatory time.
4. The date the employee will officially retire.
5. The employee's status between the date of the agreement and the employee's retirement date.
6. Election of any retirement insurance benefits.
7. Other provisions as agreed to by the Town and the employee.

Section 12.5 Sick Leave Reinstatement. Any employee who has met their maximum accrued sick leave and who, due to an illness, injury or disability takes a minimum of ten (10) consecutive days of sick leave and is able to furnish a physician's statement attesting to the employee's illness, injury or disability and subsequent recovery shall be reinstated the actual number of sick leave days taken provided the following conditions are met:

- A. The employee must be at his or her maximum sick leave accrual cap (2160 hours or 1440 hours) or within two days of such cap (2112 hours or 1392 hours) at the time such employee takes ten (10) or more consecutive days of sick leave; and

- B. The employee must have worked one (1) year from the date of return from such sick leave and taken not more than five (5) sick days (120 hours) in that year; and
- C. The employee's accrued sick leave after reinstatement shall not exceed the applicable cap on accrued sick leave as provided in Section 12.1.

Employees hired on or after April 1, 2013 shall not be eligible for reinstatement of sick leave.

ARTICLE XIII

LEAVES OF ABSENCES

Section 13.1 Military Leave. Military leave shall be granted to employees in accordance with applicable federal and state law.

Section 13.2 Bereavement Leave. In the event of a death in the immediate family of an employee, he/she shall be granted a maximum of one (1) twenty-four (24) hour duty day off without loss of pay. The Fire Chief, or his designee, shall have the authority, at his sole discretion, to grant an employee up to one (1) additional twenty-four hour duty day without loss of pay. "Immediate Family" is defined as the employee's spouse, child, parents, brother, sister, aunts, and uncles, grandparents, grandchildren, adopted children, step children, mother-in-law, father-in-law, brother-in-law, sister-in-law, or spouse's grandparents.

Section 13.3 Jury Duty Leave. Employees shall be granted leave of absence to perform jury duty when summoned to do so by a court of law. Such leave shall be without loss of pay, provided that the employee surrenders the jury pay he receives from the court to the Town upon completion of his jury service. Employees shall also be granted leave for other required court appearances, however, such leave shall be granted without pay.

Employees will not be required to return to work following jury duty in those instances when an employee actually serves on a jury and when such service continues for a period of eight (8) hours or more within a single day and when the employee is required to report for jury duty on the following day.

Section 13.4 Compensatory Time. Any employee covered by this Agreement may elect to receive compensatory time, in lieu of overtime pay, at the rate of one and one-half (1 1/2) hours for each one (1) hour of eligible overtime worked. Both holiday compensatory time and overtime compensatory time will be taken in accordance with Fire Department Directives and Section 13.6 of this agreement.

Employees shall be allowed to carry over to the next fiscal year up to a maximum of forty-eight (48) aggregate hours of holiday compensatory time and overtime compensatory time. All compensatory time in excess of forty-eight hours on March 31st of each year shall be converted to cash and paid into the employee's Public Safety Retirement Health Savings account as established in Article 8. Any employee electing to carry over compensatory time shall provide written notification to the City Manager prior to the end of the fiscal year. Once carried over to the next fiscal year, compensatory time will not be exchanged for cash.

Section 13.5 Leave Without Pay. The City Manager may grant an employee leave without pay for a period not to exceed one (1) year when it is in the interest of the Town to do so. An employee's request shall be considered when they have shown by their record to be of more than average value to the Town and where it is desirable to retain the employee even at some sacrifice. During the employee's approved leave, their position may be filled by a temporary appointment, promotion, or reassignment. At the expiration of the leave without pay, the employee has the right to, and shall be reinstated to, the position previously held, if the position still exists; or if not, to any other vacant position in the same class at their previous salary adjusted to any salary change in such position during the employee's absence.

Approved leave without pay shall not constitute a break in service. Employees on approved leave shall not accrue or be entitled to any benefits, including sick leave, and vacation. Insurance coverage may continue at the Town's option, at the employee's expense.

Section 13.6 Time Off Procedures. Employees shall be allowed to schedule their accumulated time off at their convenience with the following restrictions:

1. A minimum of four (4) slots per shift are available for the scheduling of Kelly Day leaves, Education leave and vacation leaves (or combinations thereof). Prescheduled authorized leave must be requested prior to 0700 of the scheduled workday of the authorized leave. No more than two slots per shift shall be filled by education leave.
2. All other authorized leaves shall not interfere with the scheduling of the four (4) available leaves.
3. Compensatory time may be used to fill the open slots when no overtime is created, however, Kelly Day leave, approved Education leave and vacation leave shall be granted preference until compensatory time leave has been validated.
4. A fifth slot shall be available and may be used for education leave, vacation leave, compensation leave, Union leave, sick leave or any other authorized leave. In the event that sick leave is scheduled prior to 0715 a.m. of the scheduled workday, all scheduled leaves occupying the fifth slot, (except education leave granted for the purpose of attending out of Town schools) shall be cancelled. No fifth leave is validated until the late of 0715 of the scheduled workday of that leave or the time the leave is actually taken (i.e. after 0715). It is the responsibility of the employee to

validate their leave.

5. A calendar shall be maintained in each station upon which the Fire Chief or his designee shall enter all time off as soon as possible upon approval of the time off request.
6. When an overtime situation is created by sick leave, the following provisions shall prevail:
 - a. If none of the pre-scheduled leave is compensatory time, the fifth approved leave shall be canceled.
 - b. If one or more of the pre-scheduled leaves is compensatory leave, the last scheduled compensatory leave shall be canceled.
7. Any leave not validated shall be considered an unauthorized leave, subject to disciplinary action.
8. After the start of the normal duty day, any member off on approved leave shall not have his leave canceled, except in the case of a disaster or civil emergency as declared by the Mayor, as defined in Section 25.2-2 of the Municipal Code or as declared by the Fire Chief or designee.
9. No employee shall be allowed to alter the type of their requested or scheduled leave after 0700 hours of the day of the scheduled time off.
10. No education leave can be scheduled without the permission of the Fire Chief or his designee. On April 1 of each year, approved education leave, recommended by the Training Committee and approved by the Fire Chief or his designee, will be placed on the leave schedule. Additional

education leave may be scheduled when slots are available or as determined by the Fire Chief or designee. Education Leave recommended by the Training Committee and as approved by the Fire Chief or his designee shall not be denied as long as slots are available or as determined by the Fire Chief or designee. In house training, (including but not limited to trench rescue, technical rescue, haz-mat, etc.) will not be used to fill education leave slots.

Section 13.7 Pregnancy Leave. It is recognized that the duties of a firefighter are sometimes dangerous and often physically arduous with exposure to smoke and hazardous materials. It is also impossible to predict when circumstances arise which will pose a risk to firefighters. While it is understood that such dangers are inherent in the position of firefighter, the dangers create a special risk to pregnant firefighters and their fetuses. The NFPA urges firefighters to be aware of the additional risk posed to pregnant firefighters. In order to reduce this risk, the following policy is enacted to reduce physical hazards placed on pregnant firefighters:

1. Qualifications:

Only firefighters who have provided medical proof that they are pregnant are eligible to participate in the Firefighter Pregnancy Policy. The Fire Department reserves the right to delay acting on a request to participate for one week. Participation is voluntary. Only firefighters who request participation are eligible. No firefighter will be placed on the program against the firefighter's wishes.

2. Temporary Assignment:

A pregnant firefighter who requests placement in the program will be temporarily reassigned to a non-suppression position in either the Fire Prevention or Administration Divisions. The firefighter will be reassigned to a forty hour, five day a week position.

3. Length of Temporary Assignment:

The assignment shall last for the duration of the employee's pregnancy including the necessary recuperation period. The employee shall be required to submit to the Town a return to work release from her physician prior to her reinstatement to her regular duties. The Town retains the right to require that the employee submit to an evaluation by a physician of the Town's choice. In the event of a disagreement between the employee's physician and the Town's physician concerning the employee's fitness to return to full duty, the determination of an independent physician selected by the employee and the Town shall prevail.

4. Relation with other benefits:

Participation in the voluntary pregnancy policy does not affect a firefighter's eligibility for sick leave, FMLA leave or other benefits. Any probationary period in which the firefighter is on at the time of the pregnancy assignment will be extended by the length of the special assignment.

Section 13.8 Child Birth Leave. A firefighter shall be granted one day (24 hours) of paid leave for the birth of a child provided the following conditions are met:

1. Such leave shall be taken on the day of birth or within 72 hours of the birth.
2. Such leave may be taken in less than 24 hour increments upon concurrence of the firefighter and Fire Chief or his designee.

ARTICLE XIV

SENIORITY

Section 14.1 Definition. Seniority is defined as the employee's length of continuous active service with the Town of Normal Fire Department since their last date of hire.

Section 14.2 Probationary Period. New employees shall serve a probationary period consisting of 12 months of active service which, if successfully completed, seniority shall date back to their date of hire. Such probationary period excludes the time employees are attending the Fire Academy. There shall be no seniority among probationary employees except as related to the lay off and recall of such employees as included in this Article. The probationary period shall be suspended during the period a probationary employee is unavailable for his/her regular duty for more than two consecutive weeks due to illness, disability, or approved leave of absence.

Section 14.3 Layoffs and Recalls. In the event the Town determines that a reduction in force is necessary, employees with the least seniority in the Department shall be laid off first. Layoffs and recalls shall be in accordance with applicable provisions of 65 ILCS 5/10-2.1-18.

Section 14.4 Determination of Seniority for Same Day Hires. In determining an employee's seniority, the applicable state law shall govern, provided however, that if more than one (1) person is hired on the same day, persons shall receive seniority preference based upon their order of hire, which shall be determined by their relative scores on the entrance examination, the higher score indicating the greater seniority. An updated seniority list shall be maintained on the bulletin boards in each station and shall be updated by the Fire Chief or his designee every April first.

Section 14.5 Termination of Benefits. Seniority may be terminated when an employee:

- a. Quits; or
- b. Is discharged; or
- c. Retires or is retired; or
- d. Is absent for forty-eight (48) consecutive duty hours without notifying the Town; or
- e. Is laid off and fails to report to work within fourteen (14) calendar days after having been recalled by registered mail, return receipt requested, or
- f. Does not report for work at his scheduled time for his second scheduled workday or duty day after the termination of an authorized leave of absence, without notifying the Town.

Section 14.6 Application. The Town maintains its patent managerial right to direct, assign and transfer employees, as it shall determine, in order to fulfill its responsibilities to the public. However, station assignments, shift assignments, and duty assignments shall be based upon a bid to take effect on or about April 1 of every year beginning April 1, 2012, except for all newly hired probationary employees who are exempt from bidding. Duty assignment is limited to determining which employees are assigned to rescue, rear step or Engineer. Where two or more employees' qualification to perform the required work are equal, departmental seniority shall prevail.

For the period of this agreement the parties mutually agree that:

1. Currently assigned Engineers shall continue in that capacity, barring conditions in accordance with

subparagraph 4.

2. Temporary Engineer vacancies exceeding 60 days, or permanent vacancies, shall be filled by seniority among all eligible employees who can demonstrate current proficiency defined as attaining a passing grade as a State Certified Engineer.
3. The sole qualification for a Firefighter to be assigned to the "rear step" shall be to attain an OSFM Certified Firefighter II or Basic Operations Firefighter designation from the State of Illinois.
4. An employee which has demonstrated an inability to perform their duty assignment may be removed from that assignment, for cause.
5. The Union agrees to complete shift bid transitions by time trades and that such shift bid transitions will be cost neutral to the Town. In the event an odd number of firefighters transition to new assignments, the parties understand that this may create one instance of unavoidable overtime and such overtime shall not be counted against the cost neutral obligation. The time trades shall be completed and the shift bid process concluded within thirty days of commencing the shift bid transition.
6. The Union shall submit a completed shift bid list to the Fire Chief or his designee. The Fire Chief retains full authority to modify the list as submitted and rotate employees in order to meet the needs of the department.

ARTICLE XV

PHYSICAL FITNESS AND PROFICIENCY

Section 15.1 Drug Testing. In order to provide a safe work environment and to protect the public by insuring that Fire Department employees have the physical stamina and emotional stability to perform their assigned duties, the Town may require employees to submit to drug testing as outlined in the attached policy labeled Appendix D.

Section 15.2 Physical Fitness and Proficiency Standards. The Town and the Association agree that it is in their mutual interest for employees to be in good physical condition and that all employees should be sufficiently fit to perform the requirements of the job. In order to maintain efficiency in the Fire Department, to protect the public, to contain insurance costs, and to enhance the safety and well-being of all employees, the Town and the Association will agree to the following program:

The Union agrees to participate in a timed physical fitness and proficiency exercise, which shall be the Normal Fire Fighter Entrance Test. Such exercise shall be given annually by the Fire Department as a means of assessing the physical capabilities of the Department and of the individual employees. This program may be used to develop data to be used as a basis for developing entry level physical fitness/agility standards, provided that no adverse consequences will result for any employee due to their participation in or inability to complete all or part of the exercise. All employees will be required to participate in the physical fitness exercise unless they provide documentation from a physician excusing them from the exercise for medical reasons. The documented medical reason(s) will be disclosed only to those persons with a need to know or as allowed by law. No other disclosure of this information will be permitted without consent of the employee. Documentation shall be at the employee's expense.

All employees required to participate in the exercise shall do so in good faith. It is understood that there shall

be no change in the program without mutual consent, in writing, by both the Union and the Town. The Town agrees to administer the exercise on days when the high temperature is not expected to exceed 80 degrees Fahrenheit.

This section shall not preclude the Town from exercising any of its rights in dealing with an employee who is judged to be physically incapable of performing his/her job.

ARTICLE XVI

UNION BUSINESS

Section 16.1 Town-Union Meetings. A maximum of five (5) pre-designated elected officials of the Union shall meet with the City Manager and/or his designees at mutually agreed upon times to discuss matters of mutual concerns relating to the interpretation, application, or administration of this Agreement. The five (5) pre-designated individuals shall suffer no loss of pay for the first twenty (20) cumulative hours expended on such meetings. Subsequent hours spent at these meetings shall be without pay.

Section 16.2 Negotiation Time. Members of the Union bargaining committee on duty during negotiating sessions shall suffer no loss of pay for time spent in the collective bargaining negotiations with the Town pursuant to Article XXI of this Agreement.

Section 16.3 Union Time. It is agreed between the parties that, for the duration of this Agreement, the Union President or his designee may be granted up to three (3) duty days off per year, with pay, for purposes of attending conventions, seminars, and/or schools. However, it is agreed that such time off will be granted at the discretion of the Fire Chief or his designee at such times as adequate staffing is available and that said time off and

travel shall be at no expense to the Town.

Section 16.4 Bulletin Boards. The Town will provide access to bulletin boards in each fire station for the posting of Union notices, including:

- a. Notice of Union recreational and social activities;
- b. Notice of Union elections and results of such elections;
- c. Notice of Union appointments;
- d. Notice of Union meeting, committee meeting, and reports and minutes of said meetings;
- e. Any other notices necessary for distributing information concerning Union business.

The Union shall not post any material which is abusive, inflammatory, reflect partisan political material or supports candidates for local government office. The Town shall notify the Union to remove any prohibited material from the bulletin board. If such material is not removed within 24 hours of such notification, the Town may unilaterally remove the prohibited material.

Section 16.5. Labor Management Committee. The Town and the Union agree in the interest of efficient management and harmonious employee relations that meetings be held at the request of either party, but not more than quarterly, between Union representatives and the Fire Chief and his designee and a responsible administrative representative(s) of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the

agenda for such meeting. Such meetings, times and locations, if mutually agreed upon, shall be limited to:

- (1) a discussion on the implementation and general administration of this agreement; or,
- (2) a sharing of general information of interest or discussion of concerns to the parties; or
- (3) notifying labor representatives about certain changes which may affect employees.

- A. Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings unless mutually agreed.
- B. Attendance. Attendance at "labor-management meetings" shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purpose. Normally, three (3) persons from each side shall attend these meetings, schedules permitting. Attendance by bargaining unit members at such meetings shall not interfere with required duty time, and attendance may be during duty time if mutually agreed between the Fire Chief or his designee and the Union representative.
- C. In order to maintain and improve upon this positive relationship, the Town and Union agree to maintain open lines of communication by convening annual meetings of the Town and bargaining unit members to discuss issues of concern and interest to either or both parties. The parties shall meet during the annual "Meet and Confer" sessions afforded to non-bargaining unit employees. The Union agrees that the format shall follow that which is used by the Town for non-bargaining unit meet and confer sessions.

The Town will meet with each shift separately.

ARTICLE XVII

HEALTH AND SAFETY

Section 17.1 Safety Committee. At least one employee shall be assigned by the Fire Chief to the Town's Safety Committee. The Town shall not require employee participation in such meetings during times other than that employee's regular working hours.

Section 17.2 Employee Assistance Program. The Town agrees to provide access to programs, services, and facilities commonly available to all other non-unionized Town employees through the Town's Employee Assistance Program. Nothing in this Section infers or implies that the Town cannot expand or reduce the level of services provided through the Employee Assistance Program.

The Union is encouraged to participate in the offerings of the Employee Assistance Program, including the appointment of a representative to the Wellness Committee.

Section 17.3 Manning. The Town will maintain a sufficient manning level to ensure that at least three (3) first response engines are staffed with a minimum of three (3) certified employees. The Town agrees to comply with the following structural safety policy:

Working Structural Fire: Any fire involving a structure and/or its contents that requires the use of a 1 ¾" hose line or larger.

At least four members shall be assembled before initiating interior fire fighting operations at a working structural fire.

A hose line shall not be advanced into the interior of a working structural fire unless there is a team of two or more to advance the hose line and one additional fire fighter outside the structure whose primary, but not exclusive responsibility shall be to operate the pumps, charge the line and maintain proper water pressure in the line while the team is inside the structure.

Exceptions: If, upon arrival at the scene, members find an imminent life-threatening situation where immediate action may prevent the loss of life or serious injury, such action shall be permitted with less than four persons at the scene.

The assembling of four members can be accomplished in many ways. Members can arrive at the scene on one fire apparatus or on more than one apparatus arriving separately. Members who arrive at the scene of a working structure fire, prior to assembling four members, may initiate exterior actions in preparation for an interior attack. This may include, but is not limited to establishment of water supply, shut off of utilities, placement of ladders and laying the attack line to the entrance of the structure or exposure protection.

Section 17.4 Training. The Town and the Association agree that it is in their mutual interest for employees to be well trained and that all employees must be trained to perform the requirements of the job. It is mutually agreed that training helps to maintain and enhance efficiency in the Fire Department, protect the public, reduce insurance costs, and enhance the safety and well-being of all employees. The Town and the Union agree to establish a Training Committee, comprised of the Fire Chief or his designee and three (3) officers, which shall advise the Fire Chief on matters as they relate to training. Such committee shall meet semi-annually or as mutually agreed and make recommendations to the Fire Chief or his designee as to the needs of the department. Members of the

bargaining unit serving on the Committee shall receive their regular rate of pay as defined in Article IX while serving on the Committee, however, the maximum total cumulative amount of hours paid shall not exceed forty (40) per fiscal year, unless authorized by the Fire Chief.

ARTICLE 18

PROMOTIONS

Section 18.1 Promotions. Promotion to the rank of Lieutenant and Captain shall be conducted in accordance with this Article. This Agreement supercedes any and all provisions of the Fire Department Promotion Act (FDPA), the Municipal Code, Municipal Ordinances or rules adopted pursuant to such authority, and in accordance with Section 10(e) of the FDPA, the Town and the Union expressly waive any rights each may respectively possess under such laws which are inconsistent with the terms of this Agreement or are not addressed in this Agreement, provided that the provisions of §65 of the FDPA shall continue to apply, as shall any other provisions which are necessary to implement or enforce this section. Any provisions of the FDPA waived under this article shall be effective upon the expiration of this Agreement and any period of impasse resolution invoked by the parties, provided the Town acknowledges that any waived provisions are to be treated as permissive subjects of bargaining.

Section 18.2 Vacancies. A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to 3 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

Section 18.3 Eligibility. All promotions shall be made from employees in the next lower rank who possess the following qualifications:

Lieutenants--at least four years of service with the department and be certified as a State of Illinois EMT-B, OSFM FF III or Advanced Operations Firefighter, and FAE.

Captains--at least one year of service as a Lieutenant and be certified as a Fire Officer I and an EMT- B.

Anniversaries of service which affect eligibility will be considered to occur 60 days prior to the earlier of expiration or exhaustion of the current promotional list.

Section 18.4 Rating Factors and Weights. All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on the promotional list shall be based on the points achieved by the employee on promotional examinations consisting of the following three (3) components weighted as specified, followed by seniority points and military preference credit as described in subsequent paragraphs of this Article:

Written Examination.....40%

Department Merit Review.....20%

Assessment Center.....40%

The order of the administration of the test shall be department merit review, written examination and assessment center. The written test shall not be administered until the Department Merit Review is posted.

Section 18.5 Test Components.

A. Written Examination. The written examination shall consist of 150 questions composed and deemed to be job-related by the Town. Candidates shall be given access to study materials for a period of at least sixty (60) calendar days prior to the date of the examination. Candidates must achieve a passing score of 60% to continue in the promotional process.

Written tests shall be graded offsite by a bone fide testing agency. The Town shall implement security measures to ensure that the assessors of the Assessment Center components of the test make their ratings without prior knowledge of the candidates' scores on the written and merit section of the test. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Fire Chief, or other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

The department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of 3 years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

B. Department Merit Review.

Officers' Rating - (ten points maximum): Candidates shall be evaluated by all officers above the rank that is being tested (i.e. fire fighters for Lieutenant shall be evaluated by Lieutenants, Captains and Assistant Chief; Lieutenants for Captain shall be evaluated by Captains and Assistant Chiefs). The score for this component shall be the average of the officers' rating, based upon a ten point scale. The officers' ratings will be signed and recorded on tally sheets approved by the Fire Chief. The raters will have available to them the training files of all candidates.

Where performance evaluations are used as a basis for ratings, the evaluations that have been given annually should be made readily available to each candidate for review and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.

Chief's Rating - (five points maximum): Candidates shall be evaluated separately by the Fire Chief of this Department and this component shall be based upon a five point scale from 1 to 5. The Fire Chief's ratings shall be recorded on tally sheets.

Ascertained Merit/Education - (five points maximum): Candidates shall receive a maximum of five points for certifications earned toward their Fire Officer I Certificate or Associate Degree in Fire Science Technology as follows:

Lieutenants - Candidates shall receive 1 point for each of five classes attended toward completion of their Fire Officer I certificate for which a passing grade was received.

Candidates shall receive 1¼ points for each 15 credit hours toward completion of an

Associate Degree in Fire Science Technology for which a grade of "C" or above is received.

The candidate shall receive the maximum points (five) upon completion of his Fire Officer I certification or an Associate Degree in Fire Science Technology.

Captains - Candidates shall receive 1¼ points for each of four classes attended toward completion of their Fire Officer II certificate for which a passing grade was received.

Candidates shall receive 1¼ points for each 30 credit hours toward completion of a Bachelor's Degree in Fire Science Technology for which a grade of "C" or above is received.

The candidate shall receive the maximum points (five) upon completion of his Fire Officer II certification or a Bachelor's Degree in Fire Science Technology.

The cutoff date for receiving education points towards the promotional exam process shall be the last day on which a candidate may sign up for participating in the promotional process. All calculations and submittals for consideration in the promotional process will be evaluated as of the last date a candidate could sign up for the promotional process.

C. Assessment Center. Candidates shall be tested as to administrative and supervisory skills as well as fire suppression and rescue tactics. The assessment may include, but may not be limited to, the following categories:

Leadership Skills and Ability

Management Control

Problem Analysis/Solving

Handling Priorities and Sensitive Situations

Managing Conflict

Judgment and Decision Making

Team Relations
Customer Service Skills
Persuasiveness
Written Communication
Oral Communication
Interpersonal Relations
Tactical Fire Suppression Simulation

The Town agrees to utilize the current assessment center vendor to administer the Assessment Center under this Article. If for some reason the current assessment center vendor is unable or unwilling to perform assessment duties for the parties, they shall meet and attempt to mutually agree to a substitute. If the parties fail to agree to continue to utilize the current assessment center vendor or to a substitute for the current assessment vendor, this component shall lapse and the Union and the Town shall have the right to negotiate as to an alternate testing component or for a reduced weight for a modified Assessment Center component. In the absence of a promotional list, during such negotiations the running of the time period for filling any promotional vacancy shall be tolled.

Section 18.6 Scoring of Components. Each component of the promotional test listed above shall be scored on the scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test, as described above, and the scores of all components shall be added together. Thereafter, seniority points and military preference points shall be awarded as provided in Section 18.7.

Section 18.7 Seniority and Military Preference Credit.

A. Seniority. Seniority points shall immediately be added to the aggregate scores of all components (Section

18.6) in accordance with the following formula, with the new component scores posted as provided in Section 18.8 of this Article:

1. Lieutenants - Fire Fighter Candidates for the Lieutenant position shall be awarded .5 points for each year of service up to a maximum of 10 points for twenty (20) years of service.
2. Captains - Lieutenant candidates for the Captain position shall be awarded .2 points for each year of service in the Department (up to a maximum of 5 points) and one point for each year in grade (to a maximum of 5 points). A maximum of ten (10) points may be awarded for any combination of both types of seniority credit.

B. Military Preference Credit. Military preference points may be applied at the rate of 7/10ths of 1% for 6 months active military service or fraction thereof, to a maximum of 30 months. (A person seeking military preference points must elect to have such points applied within ten (10) days of the date after which seniority points are added to the component scores and the new scores are posted under Section 18.8 of this Agreement.) No person shall receive the preference for a promotional appointment after he or she has received one promotion from a promotional roster on which he or she was allowed such a preference. A candidate must have received an honorable discharge from his/her military service to be eligible to apply for a military preference credit.

Section 18.8 Posting of Scores.

(a) All scores from each section of the test, other than the written test, shall be posted on the day of the test or no later than 48 hours after the completion of the test section. Scores of the written tests shall be posted immediately upon receipt from the testing agency.

(b) The rating or points awarded to each candidate on each component of the test shall be

documented on tally sheets. After the posting of the final roster, upon request, a candidate shall be entitled to review the tally sheets for his or her test. A designated representative of the Union, who is not a candidate for promotion, shall be entitled to review the tally sheets of any candidate for the purpose of ensuring compliance with this Article. The Town shall be required to retain the tally sheets for inspection by either individual candidates or the designated union representative for a period of not less than six (6) months following the posting of the final roster. By applying for promotion, it is understood that the employee waives his/her right to confidentiality of the employee's tally sheets and test scores.

Section 18.9 Right of Review. The Union or any affected employee who believes an error has been made with respect to the administration of any test component or any procedure provided under this Article, shall have the right to a review of the matter. A grievance may be filed under the grievance/arbitration procedure of this Agreement subject to the following conditions:

- (1) The grievance shall be limited to disputes relating to a claim that the Town failed to follow the requirements of this Article in administering the test;
- (2) The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.

Section 18.10 Order of Selection. All candidates who obtain an overall score of 70%, prior to the addition of any seniority or military preference points, shall be placed on an eligibility roster in rank order of their total score, including seniority and military preference points. When making a promotion, the Fire Chief shall appoint to that position the person with a highest ranking on the final promotional list for that rank, except that the Fire Chief shall have the right to pass over that person and appoint the next highest rank person on the list if the Fire Chief has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance

or is engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the Fire Chief shall document his/her reasons for the decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to resolution in accordance with the grievance procedure in Article 7 of this Agreement.

Section 18.11 Maintenance of Promotional List. The final eligibility list shall be effective for a period of three years. The Employer shall make a reasonable effort to ensure that the Town maintains in effect a current eligibility list so that promotional vacancies may be filled not later than 30 days after the occurrence of the vacancy.

Section 18.12 Officer/Engineer Promotion/Appointment. All newly promoted employees shall serve a twelve (12) month probationary period starting with the effective date of their promotion. The promoted employee is required to successfully complete the probationary period. The Fire Chief may demote the probationary officer/engineer back to their previous duty assignment at any time during or at the conclusion of the probationary period for just cause. Such demotion shall not be subject to any grievance or appeal process. Such demotion shall also cause no loss of seniority to the employee. An employee who is promoted and elects not to continue to serve in the promoted position, at any time during or at the completion of the probationary period, will be voluntarily demoted back to their previous duty assignment with no loss of seniority.

Section 18.13 Temporary Promotional Appointments. The Fire Chief shall have the authority to appoint a person, from the current promotional eligibility list, for promotion to the rank in which any temporary vacancy exists. For temporary vacancies expected to last less than thirty (30) calendar days, the Fire Chief is authorized to appoint anyone from the current promotional eligibility list to fill the temporary vacancy. For temporary vacancies that are expected to last thirty (30) calendar days or longer, the Fire Chief shall appoint the highest ranking employee on the

current promotional eligibility list to the vacant position. If such person is unavailable for any reason, or chooses not to accept the temporary appointment, the Fire Chief may appoint the next highest ranking employee on the promotional list to fill the temporary vacancy. In the event no person is available from the promotional list to fill the temporary position, the Fire Chief is authorized to appoint any person to such vacancy. Such person shall serve until such time as a person from the current promotional eligibility list is available for service in the temporary position.

Section 18.14 Temporary Appointments - Expiration of Promotional Register. This section shall apply when (1) an appointment is made to fill a temporary vacancy which is expected to exceed thirty (30) calendar days, (2) the temporary vacancy becomes permanent by the decision of the off-duty employee whose position is temporarily vacant to retire, resign, or elect permanent disability leave, and (3) after the time when the appointment is made to fill the temporary vacancy, but prior to the time the temporary vacancy becomes permanent, the Promotional List expires.

If the Promotional List expires during the period in which an employee is serving a temporary appointment as a Captain or Lieutenant by reason of a temporary vacancy, and following the expiration of the Promotional List in effect at the time the appointment to the temporary vacancy was made, the temporary vacancy becomes a permanent vacancy, the employee appointed to fill the temporary vacancy shall be appointed to the permanent vacancy. The promoted employee would then be required to complete the twelve (12) month probationary period outlined in Section 18.12.

If the employee serving in the temporary vacancy declines appointment to the permanent vacancy, the Fire Chief may either appoint the next highest ranking candidate from the expired promotional list to the vacant position or retain the temporary appointment until a new promotional list is established.

ARTICLE XIX

INDEMNIFICATION

The Union recognizes its responsibility to fairly represent all employees in the bargaining unit in accordance with its obligations under the IPLRA, Section 6.

The Union shall indemnify and hold harmless the Employer against any and all claims, suits, or judgments brought or issued against the Town as a result of any action in which it is adjudged to have been solely responsible for damages incurred by an employee as a result of action by the Union which violates its duty of fair representation under the standard enunciated by the U.S. Supreme Court in *Vaca v Sipes* 386 U.S. 171, provided that the Town has not promoted or instigated such challenge.

In the event of any legal action against the Town brought in a court or administrative agency because it is merely a signatory to the Agreement, the Union agrees to defend such action, at its own expense and through its own counsel, provided the Town gives immediate notice of such action in writing to the Union, and permits the Union intervention as a party if it so desires, and the Town gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.

ARTICLE XX

SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted federal or state legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Upon request by either party, both

parties agree to attempt to negotiate a resolution pertaining to those sections or provisions which have been declared invalid.

ARTICLE XXI

ENTIRE AGREEMENT

Section 21.1 Entire Agreement. This Agreement constitutes the entire Agreement between the parties and concludes the collective bargaining on any subject included in the Agreement for the term of this Agreement.

Section 21.2 Amendments to Agreement. This Agreement may be amended only by the mutual written agreement of the parties. Such amendments shall be lettered, dated, and signed by the parties and, together with the attached Appendices shall constitute a part of this Agreement.

ARTICLE XXII

DURATION

Section 22.1 Duration. This Agreement shall remain in full force and effect through the 31st day of March, 2016. It shall thereafter be automatically renewed from year to year unless either party shall notify the other in writing between 120 and 90 days prior to March 31, 2016, that it desires to terminate or modify this Agreement. In the event that such notice is given, negotiations shall begin not later than 90 days prior to March 31, 2016 and this Agreement shall terminate on said date unless extended by mutual agreement of the parties in writing.

Section 22.2 Reopener. The Union reserves the right to reopen this agreement for the purpose of

negotiating as follows:

A.) In the event that the Union makes a request to bargain as to a matter involving significant changes in the Emergency Medical services as currently provided by the Town or if between March 1, 2014 and April 1, 2014, the Union requests to bargain Sec. 8.1 Wages (including Paramedic pay differential) or Sec. 8.3 Town match of employee ICMA 457 Deferred Compensation provision only, the Town will bargain with the Union on the same basis as if the request was made at a time when the contract had expired to the extent such request relates to subjects that are mandatory subjects of bargaining as defined by Section 7 of the IPLRA. Such request shall be made within ten (10) days of notice by the Town to the Union of significant changes in EMS services.

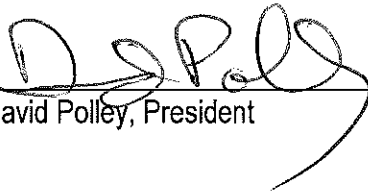
B.) If the Agreement is reopened for negotiations as to the matters described in paragraph A of this section, negotiations shall begin on the issue as specified herein at reasonable times and places. If no resolution of the disputed issue occurs within a 30 day period after the first bargaining session, then either party may request interest arbitration on the unresolved issue to be conducted pursuant to Section 14 of the Illinois Public Labor Relations Act, 5 ILCS Section 315/1 et seq.

All other provisions of this Agreement shall remain in full force and effect while reopener negotiations or impasse procedures are in process.

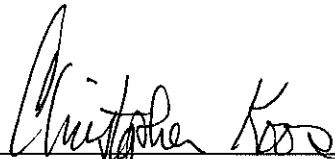
INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS LOCAL #2442

TOWN OF NORMAL




David Polley, President



Chris Koos, President
Board of Trustees

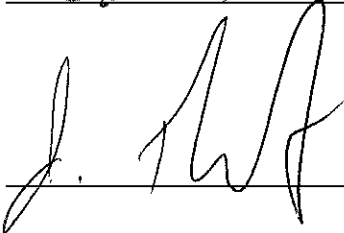
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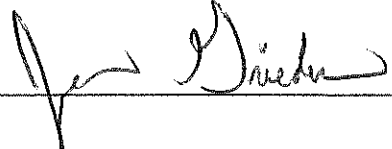




Wendellyn Briggs, City Clerk







APPENDIX A

AUTHORIZATION FOR CHECK-OFF OF UNION DUES

I hereby authorize the Town of Normal ("Town") to deduct from my pay the regular monthly dues of the Normal Firefighters Association, Local #2442, ("Union") and remit said dues to the Treasurer of the Union.

I understand that this authorization is revocable by filing written notice to the Town Finance Director and to the Treasurer of the Union within thirty (30) days immediately preceding the annual anniversary date of this agreement, or upon termination of the current collective bargaining agreement between the Town and the Union.

APPENDIX B

IAFF SALARY PLAN

The Town and the Association agree on the implementation of the salary plan outlined in this appendix. In accordance with Article VIII of this agreement.

Employees will be eligible to advance one step on the salary schedule if they so qualify by reaching certain service level plateaus as are outlined on the schedule included herein. Employees shall not be eligible to advance more than one step per year. Even though step increases will be granted only on October 1st of each year, all employees who would qualify for a salary step increase anytime during the then current fiscal year, based upon their completed years of service, would receive the appropriate step increase on October 1st. New employees, including current employees with less than two (2) years of service, shall receive their first two step increases on their anniversary dates. Effective April 1, 2004, longevity step adjustments shall be granted on employment anniversary dates for all bargaining unit employees and not on October 1st.

Firefighters

All Firefighter salaries (steps) will be based upon a % of the base firefighter salary (Step 6) as is outlined in the actual salary schedule included herein. Firefighters will be eligible for a step increase annually up to the completion of their fifth (5th) year of service on the Department at which time they will reach the base salary step (Step 6). Subsequent step increases will occur upon completion of 10, 15, 20, and 25 years of service on the Department. Effective April 1, 2005, firefighters will be eligible for a step increase annually up to the completion of their fourth (4th) year of service on the Department at which time they will reach the base salary step (Step 5). Subsequent step increases will continue to occur upon completion of 10, 15, 20 and 25 years of service on the Department.

Engineers

The Engineers' salary will be established at 6% above the salary paid to a firefighter with the same number of service years. Salary steps will occur after the completion of 10, 15, 20, and 25 years of service on the Department.

Lieutenants

The Lieutenants' salary will be 12% above the Firefighter salary with the same number of service years. Salary steps will occur after the completion of 10, 15, 20, and 25 years of service on the Department.

Captains

The Captains' salary will be 8% above the Lieutenant salary with the same number of service year. Salary steps will occur after the completion of 10, 15, 20, and 25 years of service on the Department.

Appendix B

Town of
Normal
IAFF Wages

			Base Wage	Base Wage	Base Wage	Base Wage	Base Wage
Captains (8% above Lts. wages)				Increase	Increase	Increase	Increase
<u>Step</u>	<u>Years</u>		2.00%	2.85%	2.85%	0.00%	2.50%
			1-Oct-11	4/1/2012	4/1/2013	4/1/2014	4/1/2015
1	5	8.00%	\$71,694	\$73,737	\$75,839		
2	10	8.00%	\$78,863	\$81,111	\$83,423		
3	15	8.00%	\$82,448	\$84,798	\$87,214		
4	20	8.00%	\$86,033	\$88,485	\$91,006		
5	25	8.00%	\$89,617	\$92,171	\$94,798		

Lieutenants (12% above FF wages)

<u>Step</u>	<u>Years</u>						
1	5	12.00%	\$66,383	\$68,275	\$70,221	\$70,221	\$71,977
2	10	12.00%	\$73,022	\$75,103	\$77,243	\$77,243	\$79,174
3	15	12.00%	\$76,341	\$78,516	\$80,754	\$80,754	\$82,773
4	20	12.00%	\$79,660	\$81,930	\$84,265	\$84,265	\$86,372
5	25	12.00%	\$82,979	\$85,344	\$87,776	\$87,776	\$89,971

Engineers (6% above FF wages)

<u>Step</u>	<u>Years</u>						
1	5	6.00%	\$62,827	\$64,618	\$66,459	\$66,459	\$68,121
2	10	6.00%	\$69,110	\$71,079	\$73,105	\$73,105	\$74,933
3	15	6.00%	\$72,251	\$74,310	\$76,428	\$76,428	\$78,339
4	20	6.00%	\$75,392	\$77,541	\$79,751	\$79,751	\$81,745
5	25	6.00%	\$78,534	\$80,772	\$83,074	\$83,074	\$85,151

Firefighters (% above/below base)

<u>Step</u>	<u>Years</u>						
1	Start	80%	\$47,417	\$48,768	\$50,158	\$50,158	\$51,412
2	1	85%	\$50,380	\$51,816	\$53,293	\$53,293	\$54,625
3	2	90%	\$53,344	\$54,864	\$56,428	\$56,428	\$57,838
4	3	95%	\$56,307	\$57,912	\$59,562	\$59,562	\$61,052

5	4	100%	\$59,271	\$60,960	\$62,697	\$62,697	\$64,265
6	10	110%	\$65,198	\$67,056	\$68,967	\$68,967	\$70,691
7	15	115%	\$68,161	\$70,104	\$72,102	\$72,102	\$73,904
8	20	120%	\$71,125	\$73,152	\$75,237	\$75,237	\$77,118
9	25	125%	\$74,088	\$76,200	\$78,372	\$78,372	\$80,331
Annual Paramedic Differential (4%)			\$2,371				
Annual Paramedic Differential (1%)			\$593				
Annual Paramedic Differential (eff 11/1/12)				\$2,400	\$2,400	\$2,400	\$2,400

APPENDIX C

Procedure For Processing Fair Share Objections. An employee with any objection to a fair share payment shall initially file their objection by notifying the union President in writing within thirty (30) days after they become aware of the basis for his objection.

Any objection properly submitted to the union President shall be promptly heard by the Executive Board of the union which shall review the objection and any pertinent matter submitted by the objector. Within 30 days after receipt of the objection, the Executive Board shall determine whether any reduction in the amount of proportionate fair share payment is to be made and notify the objector in writing.

Upon receipt of the decision of the Executive Board, an objecting employee may pursue his objection by filing a complaint with the State Labor Relations Board in accordance with the procedures established by that agency. In the event that appropriate procedures are not available, the employee may appeal the Executive Board's decision to binding arbitration utilizing the same procedure set forth in Section 7.4 of this agreement. In using this procedure, an employee shall operate under the conditions set forth for the Town.

In the event that the union determines or an arbitration award directs a reduction in the proportionate fair share payments, the union shall notify the Town to comply with said ruling as to prospective deductions from the salaries of non-members and shall provide necessary rebates to all such proportionate fair share paying non-members.

APPENDIX D

Section A Drug Testing. It is the policy of the Town that, in order to provide a safe work environment and to protect the public by insuring that employees have the physical stamina and emotional stability to perform their assigned duties, the Town has the right to expect its employees to be free from the effects of alcohol and drugs. The Town has the right to expect its employees to report to work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Fire Department.

Section B Drug Prohibitions. Employees shall be prohibited from:

1. Consuming alcohol at any time during the work day or anywhere on the Town's premises, or job sites, including the Town's buildings, properties, vehicles, unless authorized as part of an official investigation or duty.
2. Possessing alcohol at any time on any Town premises or job sites, including buildings, properties, vehicles, or functions, unless authorized as part of an official investigation or duty, or allowed for the general public.
3. Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place, unless authorized as part of an official investigation or duty.
4. Being affected by alcohol or illegal drug during the course of the work day, unless authorized as part of an official investigation or duty.

Violations of these prohibitions may result in disciplinary action up to and including discharge. It should be understood that this policy involves no prohibitions against the consumption or ingestion of legal substances in so far as none of the above prohibited activities are violated.

Section C Drug Testing Permitted. The Town may require employees to submit to testing in any of the following situations: 1. based on reasonable suspicion; 2. following any accident while operating Town equipment or vehicles if such accident results in personal injury requiring medical attention or property damage; 3. following any on the job injury to the employee or 4. where an on duty employee causes an injury to any person requiring medical attention to the employee or person. Such testing shall be conducted on duty at a time and place designated by the Town. Such submittal shall be at no loss of wages to employees. Notice shall be given insofar as an employee's daily duties may need to be accommodated. Refusal to submit to such test may subject the employee to disciplinary action up to and including discharge for disobeying an order, but, the employee's taking of the test shall not be construed as a waiver of any objection or rights he or she may possess.

Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using and/or physically or mentally impaired due to being under the influence of alcohol or illegal drugs.

Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment which might result from using or being under the influence of alcohol or controlled substances; or
2. Information provided by an identifiable third party which is reasonably believed reliable. The identity of the third party shall not be disclosed except when considered relevant to an appeal of a grievance or any disciplinary action.

Section D Testing. In conducting testing authorized by this Agreement, the Town shall:

- a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois or is capable of being accredited by the National Institute on Drug Abuse (NIDA) to perform drug and/or alcohol testing.
- b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result. Use tamper proof sample containers.
- c) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and sufficient amount to be set aside reserved for later testing if requested by the employee.
- d) Collect samples in such a manner as to preserve the individual employee's right to privacy while ensuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone except where the laboratory or facility does not have a "clean room" for submitting samples or where there is suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
- e) Confirm any sample that tests positive in initial screening for drugs by testing the second portion of same sample by gas chromatography/mass spectrometry or equivalent; or more scientifically accurate and acceptable method that provides quantitative data about the detected drug or drug metabolites.
- f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing and expense, provided the employee submits a certified copy of the results to the Town within 72 hours of receiving the results of the test; and, provided the laboratory or clinic and testing procedure, including the chain of custody, meets or exceeds the standards established in this agreement.
- g) Require the laboratory or hospital facility to report to the Town Medical Review Officer that a blood or urine sample is positive only if both the initial and confirmatory tests are positive for a particular drug. A positive drug test result means the presence of an amount of alcohol or illegal drugs and/or their metabolites in an employee equal to or which exceeds the levels set forth below.
- h) The Medical Review Officer shall receive and review all confirmed positive test results. No positive test results shall be communicated to the Town unless the Medical Review Officer concurs with such conclusion. In forming this conclusion, the Medical Review Officer has the authority to reject results of specimens not obtained or processed in accordance with the Town's policy; and, gather any information from any source (s)he deems necessary, including, but not limited to, interviewing the tested employee, his or her physician, or other persons.
- i) Provide tested employees with a written notice of the test results.

Section E Alcohol/Drug Initial Standards. The following initial immunoassay test cutoff levels shall be used when screening specimen to determine whether they are negative.

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml

Opiate metabolites	300 ng/ml
Phencyclidine	1000 ng/ml
Amphetamine	1000 ng/ml
Methamphetamine.....	1000 ng/ml
Alcohol.....	See Below
Benzodiazepine.....	300 ng/ml
Propoxyphene	300 ng/ml

Barbiturates:

Secobarbital	300 ng/ml
Pentobarbital.....	1000 ng/ml
Phenobarbital.....	3000 ng/ml
Butobarbital.....	1000 ng/ml

Section F Confirmatory Standards. Any specimen identified as positive on the initial screen shall be confirmed by the testing method in 18.3D(e) using the following cutoff levels. The cut off levels for the five classes of drugs set forth shall be modified to conform with any changes made by the U.S. Department of Health and Human Services. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented.

Marijuana metabolites*	15 ng/ml
Cocaine metabolites**	150 ng/ml

Opiates:

Morphine	300 ng/ml
Codeine.....	300 ng/ml

Phencyclidine	25 ng/ml
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Amphetamines:

Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

Benzodiazepine (Oxazepam)	200 ng/ml
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Propoxyphene:

Propoxyphene.....	200 ng/ml
Norpropoxyphene	200 ng/ml

Barbiturates:

Secobarbital	300 ng/ml
Pentobarbital.....	1000 ng/ml
Phenobarbital.....	1000 ng/ml
Butobarbital.....	1000 ng/ml

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Benzoyllecgonine

The following table shall be used to determine what concentration of blood alcohol constitutes a positive test result:

Elapsed time since
employee has begun
his work day to time

<u>employee gives the blood sample</u>	<u>Considered Negative</u>	<u>Considered Positive</u>
0 Hour - 1 Hour	.0399 or lower	.04 or higher
1 Hour - 2 Hours	.0299 or lower	.03 or higher
2 Hours - 3 Hours	.0199 or lower	.02 or higher
3 Hours - 4 Hours	.0099 or lower	.01 or higher

Percent by weight of alcohol in the blood shall be based upon grams of alcohol per 100 cubic centimeters of blood.

Section G Disciplinary Action. All discipline in situations involving a positive confirmed test shall be administered as specified herein.

A. First Positive

Except in extreme situations, in the first instance that an employee tests positive on the confirmatory test, and where there are no other Town or Department rule violations, the employee may be subject to a suspension not to exceed five (5) work days. The foregoing limit on suspension is conditioned upon the employee agreeing to:

- 1) Undergo appropriate treatment as determined by the physician(s) involved, up to and including a physician of the Town and/or the Town's EAP Coordinator;
- 2) Discontinue use of illegal drugs or abuse of alcohol;
- 3) The employee agreeing to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the Town the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment.
- 4) Complete the course of treatment prescribed, including an "after care" group for a period of up to 12 months.
- 5) Agree to submit to random testing during hours of work during the period of "after-care," and for a period of 12 months following the period of "after-care;" and,
- 6) Agree that during this last chance period in 5) above, if the employee tests positive again the employee may be terminated.

Employees who do not agree to the foregoing shall be subject to discipline up to, and including, termination.

B. Second Positive

Employees who test positive for the presence of alcohol or drugs from a second random drug sample, beyond the parameters of A above, shall be terminated.

This section shall not be construed as an obligation on the part of the Town to retain an employee on active status throughout the period of treatment and "after-care." Such employee shall be afforded the opportunity, at

his/her option, to use accumulated paid leave or take an unpaid leave of absence during treatment and "aftercare."

Section H Right to Contest. If disciplinary action is taken against an employee based in part upon the results of a test, the employee shall have the right to file a grievance concerning any portion of the test if the discipline is not so extreme as to invoke the jurisdiction of the Town Board of Fire & Police Commission. If the discipline is sufficiently extreme as to invoke the jurisdiction of the Town Board of Fire & Police Commission, the employee shall have the right to contest any testing permitted by this agreement before the Board. Any evidence concerning test results which is obtained in violation of the standards contained in Section 18.3 shall not be admissible in any disciplinary proceeding involving the employee.

Section I Confidentiality of Results. The results of alcohol and drug testing will be disclosed to the person tested, Fire Chief, Personnel Director, and such other officials on a "need to know" basis. Test results will not be disclosed externally except where the person tested consents or as otherwise required by law.

Section J Voluntary Request for Assistance. The Town shall continue to provide an employee assistance program in which employees may choose to seek assistance. The Town shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Town may require reassignment of the employee with pay if he is unfit for duty in his current assignment, including meeting performance standards as defined by the Fire Department. The foregoing is conditioned upon:

- a) the employee agreeing to appropriate treatment as determined by the physician(s) involved, up to and including a physician of the Town and/or the Town's EAP Coordinator;
- b) the employee discontinues use of illegal drug(s) or abuse of alcohol;
- c) the employee agreeing to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the Town the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;
- d) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to 12 months; and,
- e) the employee agrees to submit to random testing during work hours over the course of the "after-care" period.

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This section shall not be construed as an obligation on the part of the Town to retain an employee on active status throughout the period of treatment or "after-care." Such employee may be afforded the opportunity, at his/her option, to use accumulated paid leave or take unpaid leave of absence during treatment and "after-care." This subsection shall not apply if the employee attempts to voluntarily seek treatment after an incident occurs which might lead the employer to suspect a violation of this section.

APPENDIX E

CONDITION OF RETIREMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2008, by and between the TOWN OF NORMAL ("Employer") and _____ ("Employee").

RECITALS

1. The undersigned Employee is currently employed by the Employer and a member of the bargaining unit represented by Local 2442, IAFF.

2. The Employer currently and for more than twenty (20) years has provided retiree health insurance benefits. Since 1996 the Employer has provided the current benefit of paying fifty percent (50%) of an individual retiree's premium costs for health care and twenty percent (20%) of a retired employee's premium costs for dependent health care for employees who retire with twenty (20) or more years of service and upon reaching fifty (50) years of age.

3. The Employer has promised to continue the above-described policy for all Town employees hired before April 1, 1998, after they retire.

In consideration of these undertakings and for the Employee's continuous employment with the Department,

THEREFORE, IT IS AGREED:

Upon retirement of the Employee from the Fire Department with twenty (20) or more years of service and upon reaching fifty (50) years of age, the Employer shall, if the Employee is enrolled in the Town of Normal group health plan contribute toward the individual employee's premium costs for health care and a retired Employee's premium cost for dependent health care during his/her retirement and continued participation in the Town group health plan as provided in Article 8 of the Collective Bargaining Agreement.

EXECUTED day and year first above written.

TOWN OF NORMAL

EMPLOYER

EMPLOYEE

APPENDIX F

Normal Fire Department and Local 2442 Grievance Form

Grievant: _____

Date of Grievance: _____

I. SECTIONS OF THE CONTRACT (but not limited thereto) that were violated:

II. SUBJECT OF THE GRIEVANCE: (Please be specific as to the Who, What, Where, Why and When as they relate to the facts of the Grievance)

III. SUGGESTED CORRECTION (Including Make Whole)

Signature of Union Officer

Signature of Grievant

First Step _____
(Date Submitted)

Answer _____
(Date Submitted)

Second Step _____
(Date Submitted)

Answer _____
(Date Submitted)