

**Labor Agreement**

**Between The**

**City of LaSalle**

**And**

**LaSalle Professional Fire Fighters Local 4760**

**Of The**

**International Association of Fire Fighters**

Effective May 1, 2015 through April 30, 2018

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## **PREAMBLE**

THIS AGREEMENT ENTERED INTO BY THE City of LaSalle, Illinois (hereinafter referred to as the "City" or "Employer) and LaSalle Professional Fire Fighters Local 4760 of the International Association of Fire Fighters (hereinafter referred to as the "Bargaining Unit") or (Union) has as its basic purpose the establishment of: an orderly and harmonious collective bargaining relationship in order to provide to the Citizens of LaSalle the efficient and uninterrupted performance of services; an equitable and peaceful procedure for the resolution of grievances; and an agreement covering wages, hours of work and other terms and conditions of employment applicable to bargaining unit employees. In consideration of the mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

## **ARTICLE 1** **RECOGNITION and DUES DEDUCTIONS**

### **Section 1.1 Recognition**

Pursuant to the certification of the Illinois State Labor Relations Board in Case No. S-VR-10-003, dated December 14, 2009, the City of LaSalle recognizes the Union as the sole and exclusive collective bargaining representative of all full-time employees of the City of La Salle in the rank of Firefighter and Engineer/EMT, excluding the Fire Chief and all other employees of the City of LaSalle.

### **Section 1.2 Gender**

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

### **Section 1.3 Payroll Deduction of Union Dues**

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fees required as a condition of membership in the Union and shall forward such amount to the Union within seven (7) calendar days after close of the pay period for which deductions are made. The amount deducted shall be set by the Union and certified to the Employer by the Union. The amount of Union dues to be deducted may be changed once in any twelve (12) month period of time. Any change in dues deduction must be submitted to the Fire Chief and/or the payroll clerk in writing at least thirty (30) days in advance of the payroll date in which it is to be effective. Employees have the right to revoke their dues deduction authorization at any time by submitting to the Fire Chief and/or the payroll clerk a written revocation which shall be effective on the payroll date after the receipt of the revocation, if possible, and if not, on the following payroll date. Deductions shall cease upon transfer or termination from covered employment, when there are insufficient funds available in the employee's earnings after withholding all of the legal and required deductions or at any time a strike or work slowdown or stoppage occurs in violation of this agreement.

## **Section 1.4 Fair Share Fee Deduction**

Any present employee who is not a member of the union shall, as a condition of employment, be required to pay a proportionate share (not to exceed the amount of union dues) of the cost of the collective bargaining process contract administration and pursuing matters affecting wages, hours and conditions of employment. All employees hired on or after the effective date of this agreement and who have not made application for membership shall, on or after the thirtieth (30) day following their respective dates of hire also be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such monthly fair share service charge shall be equivalent to the uniform monthly dues and/or assessment(s) paid by a member to the Union, less that portion of said dues and assessment(s) which are or may be used for political purposes.

## **Section 1.5 Objection 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 bona fide 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 collection of the entire fee, the Union will make payment on behalf of the employee to an agreeable non-religious charitable organization mutually agreed to by the objecting employee and the Union. 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 Labor Relations Board.

## **Section 1.6 Indemnification**

The Union shall indemnify and hold harmless the City against any and all claims, suits or judgments brought or issued against the City as a result of any action taken pursuant to the check-off provision contained in this Agreement. In the event of any legal action against the City brought in a court or administrative agency because of its compliance with this Article of this Agreement, the Union agrees to defend such action, at its own expense and through its own counsel.

## **ARTICLE 2** **NON-DISCRIMINATION**

### **Section 2.1 Prohibition**

The City and the Union in the administration of this Agreement, and employees covered by this Agreement, agree not to discriminate against any employee on the basis of race, color, creed, sex, age, national origin, sexual preference, political affiliation and off-duty political activity, exercise the rights provided in the Illinois Public Labor Relations Act or physical or mental disability, all as defined by applicable laws.

### **Section 2.2 Alleged Violations**

Alleged violations of this provision by the City may be processed through the grievance procedure. However, in order to avoid a multiplicity of proceedings on the same issue, grievances concerning alleged violations are not subject to the arbitration provision of this Agreement and shall not be arbitrated except and unless all of the following conditions are met:

- a. The grievant executes a waiver (see attached Appendix H) stating that: the grievant has knowing and voluntarily elected arbitration and will accept the arbitrator's decision as a final and binding resolution of the dispute raised by the grievance; the grievant specifically waives, to the fullest extent legally permissible, the legal right to file any claim that is the subject of the grievance with an federal, state, county, municipal or other court or administrative agency; and the grievant will withdraw with the prejudice and not re-file in any forum, all charges and claims, if any, previously filed with respect to the matter,
- b. and the parties agree to arbitrate the matter expeditiously

## **ARTICLE 3** **MANAGEMENT RIGHTS**

### **Section 3.1 Management Rights**

The City remains and reserves unto itself all powers, rights authority, duties and responsibilities which statutorily and ordinarily belong to or may be exercised by public employers in the State of Illinois, and has the sole and exclusive right and authority to operate and direct the affairs of the City and all of its departments so long as the exercise of these rights complies with State law, federal law, and the U.S. Constitution. In interpreting this provision, the City shall be deemed to have retained in unlimited fashion all rights that it has not expressly modified and relinquished in the Agreement. Accordingly, except as expressly modified or relinquished in the Agreement, the City's reserved and retained rights include, by way of illustration and not by way of limitation, the discretion and right, from time-to-time, to: determine its mission and set standards of service offered to the public; maintain absolute discretion regarding its overall budget; plan, direct, control, and determine the organization structure, composition, function and operations of all City departments and subdivisions; determine the size and composition of the workforce; establish the qualifications for and select all City employees and supervise and direct their work; assign, allocate, evaluate and transfer employees; determine the number of hours of work and shifts per work week; establish and change work schedules and work assignments; introduce new methods of operation; eliminate, contract, relocate or transfer work; establish work standards and maintain efficiency; suspend, demote, discipline or discharge employees for just cause; layoff or relieve employees from duty because of lack of work or other legitimate reasons; and establish and reinforce rules, regulations and policies.

### **Section 3.2 Prevailing Rights**

All rights, privileges and benefits enjoyed by the employees at the present time which are not covered by this agreement, may be changed by the employer during the term of this agreement so long as the Union retains its right to bargain over the impact of those changes.

## **ARTICLE 4** **WORK SAFETY**

### **Section 4.1 Compliance with Laws**

The City agrees to take all reasonable steps to protect the safety and health of its employees. In order to maintain safe working conditions, the City shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All bargaining unit employees shall comply with all safety rules and regulations established by the Employer and are subject to disciplinary action for violations thereof.

### **Section 4.2 Unsafe Conditions**

No employee shall be required to use any equipment or work under conditions that may be deemed unsafe or illegal. When any equipment or condition is found to be unsafe or is in violation of the law, the employee shall notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or continuing to work under such conditions.

### **Section 4.3 Safety Grievances**

A grievance involving an alleged violation of this Article shall be submitted directly to Step 2 of the grievance procedure and a grievance meeting shall be promptly scheduled.

### **Section 4.4 Immunization**

The City agrees to pay all expenses for inoculation or immunization shots for an employee and for members of an employee's immediate family, when it becomes necessary, as a result of the employee's exposure to contagious disease in the line of duty or as recommended by the Illinois Department of Public Health, or as may be required by law.

### **Section 4.5 Manning and Staffing**

This Article does not apply to manning/staffing within the Department, nor serve to infringe upon management rights however the City of LaSalle agrees not to reduce the current level of full time personnel for the remainder of this Agreement.

## **ARTICLE 5** **NO STRIKE – NO LOCKOUT**

### **Section 5.1 No Strike Commitment**

Neither the Union nor any employee, agents or employees will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, sympathy strike, residential picketing, secondary boycotts, work stoppage, slow down, sit down or other concerted stoppage of work, or other concerted refusal to perform duties by any officer or officer group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the City, regardless of the reason for doing so.

Neither the Union nor any employee shall refuse to cross any picket line, by whomever established. Each employee who holds the position of a Union officer also holds a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

### **Section 5.2 Resumption of Operations**

In the event of action prohibited by Section 5.1 above, the Union agrees to inform its members of their obligation under this Agreement and direct them to return to work, and shall use its best efforts to achieve a prompt resumption of formal operation.

### **Section 5.3 Discipline of Strikers**

Any employee who violates the provisions of Section 5.1 of this Article shall be subject to immediate discharge. Any action by the Employer against any employee who participates in action prohibited by Section 5.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance procedure. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

### **Section 5.4 No Lockout Commitment**

The City will not, as a result of a labor dispute with the Union, lockout or prevent officers from performing duties as assigned.

### **Section 5.5 No Contracting**

The City agrees that in no event shall it contract or subcontract out for the provisions of any services currently performed by members of the bargaining unit, included but not limited to fire suppression, fire inspections, fire investigations, fire public education, and emergency medical services during the term of this Agreement in accordance with the Firefighter Substitutes Act 65 ILCS 5/10-1-7.1 if to do so would result in the lay off, dismissal or filling a vacancy created by any bargaining unit member. If a regularly scheduled shift is left vacant due to vacation, injury, or illness and no fulltime certificated firefighter is available to fill the vacant shift, after all fulltime certificated members have been offered the shift, the city may offer the unfilled shift to current Paid on Call or part-time members of the LaSalle Fire Department.

## **ARTICLE 6** **HOURS OF WORK AND OVERTIME**

### **Section 6.1 Normal Workweek And Workday**

The work schedule for the Engineer-EMT's will be a rotating twenty four (24) on, seventy two (72) off shift. The City shall establish a 28 day FLSA Cycle. The standard work week will be an average of forty-two (42) hours per week. The employee's annual hours shall be 2184 hours. For FLSA purposes, straight time will be paid for all hours worked up to fifty three (53) hours a week..

### **Section 6.2 Overtime Pay**

Full time Engineer-EMT's will be compensated time and a half for all hours worked over fifty- three (53) hours in a week as long as he is working in the position of Engineer/EMT.

Engineer-EMT's held over after their regular shift shall be compensated at time and a half for all hours worked in thirty (30) minute increments. **Career members of the department who respond off duty will be compensated according to the City of LaSalle ordinance #2371, and as it's amended from time to time.** All call back hours as an Engineer-EMT other than normal work schedule will require approval by the Fire Chief.

## **ARTICLE 7** **HOLIDAYS**

### **Section 7.1 Holidays Recognized and Observed**

The following days shall be recognized and observed as paid holidays.

New Years Day	Veterans Day
Thanksgiving	Good Friday
Friday after Thanksgiving	Easter Sunday
Christmas Eve	Memorial Day
Christmas Day	July 4 <sup>th</sup>
Labor Day	

### **Section 7.2 Holiday Compensation**

Each Full time Engineer-EMT shall receive eight (8) hours straight time pay for each holiday listed regardless if worked or not. Payment shall be made during the pay period which covers each holiday. Such payment shall be pensionable and added to an employee's annual salary.

## ARTICLE 8

### VACATIONS

#### **Section 8.1 Vacation Accrual**

Employees shall earn vacation time in accordance with the following schedule:

After 1 year of completed service -----	40 hours
After 2 years of completed service -----	80 hours
After 5 years of completed service -----	120 hours
After 10 years of completed service ----	160 hours
After 17 years of completed service ----	200 hours
After 25 years of completed service – add 8 hours	
After 26 years of completed service – add 8 hours	
After 27 years of completed service – add 8 hours	
After 28 years of completed service – add 8 hours	
After 29 years of completed service – add 8 hours	

Vacation shall be earned during the twelve (12) month period prior to the employee's anniversary date of hire. The date of hire shall determine when an employee earns an additional week of vacation. The regular vacation pay shall be an employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately proceeding the employee's vacation period.

#### **8.2 Payment in Lieu of Vacation**

If because of operating needs, or other legitimate reasons (including leaves), the employer cannot grant an employee's request for vacation time within a twelve (12) month period after the expiration of the calendar year in which such time was earned, such vacation time may, upon recommendation of the department head, be carried over for one (1) additional year.

#### **8.3 Payment Upon Separation or Death of Employee**

Upon termination of employment or the death of an employee, any and all earned but unused vacation shall be liquidated in a cash payment to the terminating employee, or in case of death of the employee, to the employee's estate.

## **ARTICLE 9**

### **SICK LEAVE**

#### **Section 9.1 Accrual and Use of Sick Leave**

Each full time employee shall accrue eight (8) sick hours per month starting from date of hire. Sick leave may be taken in not less than four (4) hour increments. There shall be no limit of the number of sick hours that may be accrued or used by an employee of this bargaining unit for the purposes of sick leave. Sick leave shall be used for the illness or injury of the employee or serious illness or injury of members of the employee's immediate family. For purposes of this section, immediate family shall be defined as the employee's spouse, mother, father, and minor children and step children who actually reside with the employee.

#### **Section 9.2 Verification**

The employer may require evidence of illness when there exists just cause or reasonable suspicion of sick leave abuse. Any absence more than twenty four (24) consecutive hours may require verification in the form of a letter or written report from a medical doctor designating the ailment, treatment and the requirement that the employee be absent from work. The employer will not discipline an employee for legitimate use of sick leave; however, employees who abuse sick leave are subject to discipline in accordance with the provisions of this agreement.

#### **Section 9.3 Unused Sick Leave, Buyback and Firefighter Pension**

An employee shall be compensated in cash for any and all accumulated unused sick leave of 960 hours or less, at the rate of eight (8) hours pay for each sixteen (16) hours accumulated sick leave at the time of death or retirement from the City of LaSalle. The rate of pay shall be determined by the employee's straight time hourly rate of pay on his last day of service. For the purpose of this section retirement shall mean actual receipt of a Firefighter Pension.

#### **Section 9.4 Catastrophic Sick Leave**

An employee having exhausted all accumulated sick leave and other paid sick leave may request up to two hundred forty (240) additional sick leave hours. Catastrophic illness shall mean a non-duty related illness or injury, which would cause an employee to be off work for a period of time without pay that would cause a financial hardship. The first one hundred twenty (120) hours shall be borrowed from the employee's anticipated sick leave. The City shall provide the last one hundred twenty (120) hours. An employee shall make all requests for catastrophic sick leave in writing to his immediate supervisor for his recommendation to the City administration. A request for catastrophic sick leave shall be reviewed based upon the totality of circumstances surrounding the need/reason for the request. The City's decision shall be final and binding and not subject to the grievance procedure contained in this agreement. Among the factors to be considered in making such determination shall be the following: past use/abuse of sick leave; severity of illness/injury; other mitigating or aggravating factors that may be presented to the City by the employee.

In the event an employee leaves the employment of the City for any reason other than retirement or disability with a negative sick leave balance, the amount owed shall be deducted from the employee's final paycheck.

## **Section 9.5 On Duty Injury or Illness**

Employees who sustain an on the job illness, injury or disability shall be granted, if necessary, up to one (1) year of Injury Leave at full pay and with full accrual of benefits as prescribed in the Public Employee Disability Act (PEDA). While on Injury Leave the employee agrees, to sign over or otherwise return to the City, all lost time compensation received from Workmen's Compensation Insurance. The City shall provide necessary documentation to assure that the portion of regular pay attributable to workers compensation or PEDDA shall not be taxable to the employee under current IRS regulations. During the time the employee is receiving this benefit, the employee shall continue to accrue sick leave, vacation and entitled to all benefits covered under this Agreement. The City agrees to abide by the provisions of the Workmen's Compensation Laws of the this State, as they may apply to the members of the bargaining unit. Any employee receiving PEDDA benefits is prohibited from engaging in any employment, including self-employment, with or without compensation. Employees who are able to engage in other employment while on PEDDA benefits and by doing so will not prolong their recovery, shall so notify the Chief of their intent to work and will be eligible only for the regular Worker's Compensation benefits to which they may be entitled according to law.

## **9.6 Light Duty Assignments**

The City may require an employee who is on duty-related injury leave for more than three (3) consecutive duty shifts to return to work in a light duty assignment provided the employee's physician or the City's physician has reasonably determined that the employee is physically capable of performing the light duty assignment.

Light Duty assignments shall be subject to the following:

1. Such a light duty assignment is available and there is productive work to be done and the employee is currently qualified to perform the duties of such assignment or can be qualified to perform with a minimum of training.
2. The employee's physician or the City's physician has reasonable determined that the employee is physically capable of performing the light duty assignment without significant risk that such return to work will not re-aggravate the injury.
3. A reasonable expectation exists that the employee will be able to assume full duties and responsibilities within a reasonable time, not to exceed twelve (12) months from the date of injury.
4. The hours performed on light duty shall be from 0800-1600 on the employees regularly scheduled shift day Monday through Friday excluding weekends and holidays.
5. While on light duty the employee retains all rights provided injured Firefighters under PEDDA.
6. Duties performed by employees covered by this agreement shall not perform duties covered by any other bargaining unit.

Nothing herein shall be construed to require the city to create light duty assignments for an employee. Light duty assignments may only be available when the city determines that the need exists and only so long as the need exists.

Nothing in this section shall diminish, impair or affect the statutory rights as provided for in Chapter 40 ILCS Section 5/4-101 et seq. relating to pensions for disabled and injured employees. Nothing in this section shall diminish, impair or affect the responsibilities of the pension board in complying with the provisions of Chapter 40 ILCS Section 5/4-101 et seq. relating to pensions.

Nothing in this section shall diminish, impair, or affect the rights and benefits of any employee eligible to receive benefits as a result of an off-duty injury or illness.

## **ARTICLE 10** **JURY DUTY**

### **Section 10.1 Jury Duty**

Employees who are required to serve on a jury during their regularly scheduled work time shall receive their regular pay for such period of time, provided that such employees verify the time spent and turn over the employer all compensation received for service on jury duty.

### **Section 10.2 Return to Work**

Employees will be required to report for work for any substantial part of the work day not required for jury duty. For purposes of seniority and benefits, time spent on jury duty shall be considered as time worked for the employer.

## **ARTICLE 11** **LEAVES OF ABSENCE**

### **Section 11.1 Leave of Absence**

The Employer may grant leaves of absence without pay to employees for periods not to exceed three (3) months. Such leaves may be extended for good cause, by the employer for additional three (3) month periods. However, a leave of absence will not be granted to an employee to try or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the employer or have the remainder of the unpaid leave terminated immediately.

### **Section 11.2 Military Reserve Training and Emergency Call-Up**

Military leave will be granted as required by applicable federal or state statute. Employees who are members of the uniformed services shall be subject to the Uniformed Services Employment and Reemployment Act (USERRA) (38 U.S.C. §§ 4301-4333), the Public Employee Armed Services Rights Act (5 ILCS 330/1 *et seq.*), the Local Government Employees Benefits Continuation Act (50 ILCS 140/1 *et seq.*), the Illinois National Guard Employment Rights Law (20 ILCS 1805/30.1 *et seq.*), and all other applicable federal and state statutes.

### **Section 11.3 Personal Leave**

Employees covered by this agreement shall receive 32 hours of paid personal time per year.

### **Section 11.4 Employee Rights After Leave**

When an employee returns from any leave of absence permitted by this agreement, the employer shall return the employee to the same or similar position in the same position classification in which the employee was incumbent prior to the commencement of such leave, seniority permitting. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

## **Section 11.5 Failure to Return from Leave**

Failure to return from a leave of absence within five (5) days after the expiration date thereof may be cause for discharge, unless it is impossible for the employee to so return and evidence of such impossibility is presented to the employer within five (5) days after the expiration of the leave of absence or as soon as physically possible.

## **Section 11.6 “Family and Medical Leave Act of 1993**

Other provisions for leave notwithstanding, employees covered by this Agreement shall be entitled to the rights set forth in the Family and Medical Leave Act of 1993, upon the effective date of the Act (August 5, 1993)

## **Section 11.7 Seniority While On Leave**

Employees shall continue to accrue seniority while on a paid leave of any type and while on unpaid leaves of up to 30 calendar days, with the exception that unpaid leaves of any duration for illness or injury shall continue to accrue seniority.

## **Section 11.8 Insurance Coverage While On Leave**

The Employer shall maintain insurance coverage for the duration of Family Responsibility Leave and Family and Medical Leave Act situations at the level coverage would have been provided if the employee had continued in his/her normal employment status.

## **Section 11.9 Maternity and Bonding Leave**

Employees who give birth to (or adopt) a child(ren) shall receive eighty (80) hours leave with full pay and benefits for the birth and for bonding.

## **Section 11.10 Educational Leave**

Employees may be granted paid leaves of absence for educational purposes to attend classes, conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skill and/or professional ability. Approval of such request for leave shall not be unreasonably withheld or denied.

### **Mandatory Training**

Members of the bargaining unit shall receive overtime for all hours worked for training off-duty that is mandated by the employer.

### **Conferences, Classes, and Training Expenses**

The City shall compensate up to \$500 per year for books, tuition, conference fees, mileage, etc. Approval for the expenses of such conferences, classes, training, etc., it shall be at the sole discretion of the Chief but approval of such request for expenses shall not be unreasonably withheld or denied.

## **Special Teams**

Members of the Bargaining Unit shall be allowed to participate in special teams such as the MABAS Division 25 Technical Rescue Team, MABAS Division 25 Hazardous Materials Response Team, MABAS Urban Search and Rescue Team, etc. so long as it does not create additional pay that the City of LaSalle is liable for or interfere with the operations of the LaSalle Fire Department including inability to backfill the position of the affected member. While participating in these teams, the employee shall be covered under workman's compensation and Illinois pension statutes so long as the Chief is notified. If the City of LaSalle receives compensation from the State of Illinois or the federal government, the employee shall be limited to that compensation.

### **Section 11.11 Funeral Leave**

In the event of the death in the immediate family of an employee [spouse, child, parent, brother, sister, mother/father-in-law, grandparent, grandparent-in-law, great-grandparent, grandchild, brother-in-law and sister-in-law], the employee shall be granted one (1) shift off with pay during the period of bereavement. Additionally, eight (8) hours off with pay shall be granted for the purpose of an employee acting as a pallbearer in a funeral, or for the death of an aunt or uncle. Where the City determines it to be appropriate, the City may agree to allow the employee additional time off, without pay, or allow the employee to utilize sick leave in the event of a death in the employee's immediate family.

## **ARTICLE 12** **DISCIPLINE**

### **Section 12.1 Discipline/Discharge**

The parties agree with the tenets of corrective progressive discipline. Disciplinary action shall include only the following:

- a. Oral Warning;
- b. Written Warning;
- c. Suspension;
- d. Discharge

### **Section 12.2 Just Cause**

The City agrees that disciplinary action shall be imposed only for just cause and shall be imposed promptly after the City learns of the occurrence giving rise to the need for disciplinary action and after the City has had a reasonable opportunity to investigate the facts. All investigations shall be conducted in compliance with the Firemen Disciplinary Act, 50 ILCS §745. All disciplinary action normally must take place within thirty (30) days of the date of the alleged offense becoming known to the Fire Chief or his designee or from when he/she should have reasonably known. Should the investigation of an administrative matter take longer than such 30 days from the date it became known, or should have become known, or should have become known to the Employer, then the city bears the burden of showing that additional time to conduct/complete the investigation was warranted.

### **Section 12.3 Limitation**

The requirement to use progressive disciplinary action does not prohibit the City from using a more severe measure including discharge for the first offense without prior warning, when the offense indicates that a substantial shortcoming or action of an employee rendered the continuation of employment of the firefighter in some way detrimental to the City or the public

#### **Section 12.4 Hearing Rights**

The employees agree that the pre-disciplinary hearing procedures set forth in Section 12.2 provides full due process for employees. Nothing in this section is intended or should be construed to waive employees' right to representation during questioning that the employee reasonably believes may lead to discipline. Bargaining employees shall have such rights as set forth in the United States Supreme Court decision in NLRB v. Weingarten.

Therefore, prior to suspending an employee for more than three (3) days or discharging an employee, the City will give at least seventy-two (72) hours notice to the employee of a meeting at which the potential disciplinary matter will be discussed. In such notice the employee will be advised of the right to have legal representation at the meeting. During the meeting the employee will be informed of the charge(s) against him and given an opportunity to rebut and respond to such charges. A pre-disciplinary meeting need not be held if the City determines that it must remove the employee from the work setting immediately, in which event the pre-disciplinary meeting can be held at a later time.

#### **Section 12.5 Written Notice**

Except for oral warnings, the employee shall be notified in writing of disciplinary action imposed, and be advised of the specific nature of the offense and, in response to a written request from a firefighter shall be given written direction as to future behavior.

#### **Section 12.6 Appeal of Discipline**

##### Discipline Within the Jurisdiction of Fire and Police Commission

1. Within seven (7) days of notice to an employee of discipline, an employee who intends to appeal the discipline must make a binding election to appeal the discipline through the Commission procedures or appeal through the grievance and arbitration procedure.
2. An employee who elects the Commission appeal process must comply with all time limits and procedures of the Commission, and appeal of an adverse decision by the Commission must be by complaint to the Circuit Court for Administrative Review.
3. An election of either the grievance and arbitration procedure of the Commission procedure whether by making an election pursuant to (1) above or by failing to make an election pursuant to (2) above, cannot be changed at a later time. Under no circumstances does an employee or the Bargaining Unit, jointly or separately, have the right to proceed under both the grievance and arbitration procedure and the Commission procedure.

#### **Section 12.7 Removal of Discipline**

After a period of six months from the date of receiving an oral or written warning a Engineer/EMT has received no other discipline related to, or for an offense similar to the original warning, the warning shall not be used in any manner or forum adverse to the employee's interest. If after a period of one year from the date of receiving a suspension a firefighter has received no other discipline related to, or for an offense similar to the original suspension, the record of suspension shall not be used in any manner or forum adverse to the employee's interest.

## ARTICLE 13 WAGES and other BENEFITS

### Section 13.1 Wage Schedule

The wage schedule in Appendix B shall reflect a general base wage increase of 2% on May 1, 2015, a general base wage increase of 2% on May 1, 2016, and a general base wage increase of 3% on May 1, 2017.

Annual wages at the time of hire shall be 80% of base wages, after 1 year 85%, after 2 years 90%, after 3 years 95%, and after 4 years 100%.

### Section 13.2 Seniority, Layoff, Recall

All issues regarding seniority, layoffs, and recalls shall be governed by the Fire and Police Commissioners Act and the City of LaSalle Board of Fire and Police Commissioners. Seniority means an employee's length of continuous service with the Fire Department, since the employee's last date of hire. If more than one person is hired on the same day they shall be placed on the seniority list according to their rank on the eligibility list, from which they were hired. New employees shall serve a probationary period of three hundred sixty five (365) days. Any employee may be discharged during the probationary period. The seniority of the employee retained beyond the probationary period shall date back to his/her last date of hire.

In the event it becomes necessary to lay off employees for bona-fide economic reasons with thirty days written notice, employees shall be laid off in the inverse order of their seniority. There shall be no lay-off of full-time employees so long as the City employs part-time personnel. Employees shall be recalled from lay off according to their seniority. No new employee(s) shall be hired until all employees on lay off status desiring to return to work have been recalled and hired.

### Section 13.3 Longevity

Longevity pay shall be pensionable and granted to the employees based on the schedule as outlined in Appendix B.

## **Section 13.4 CDL Fees**

The employer shall reimburse the cost of Commercial Driver's License fees to any and all employees who are required by the nature of their employment with the City to be so licensed.

## **Section 13.5 Uniforms**

All uniforms, protective clothing or protective devices required of employees in the performance of their duties shall be furnished by the City without cost to the employee.

## **Section 13.6 Educational Incentives**

Effective May 1, 2010, any member of the bargaining unit who is able to show documentation for a Fire Fighter III Certificate issued by the Office of The State of Fire Marshal shall receive compensation in the amount of \$.25 per hour added to their annual salary

Effective May 1, 2011, any member of the bargaining unit who is able to show documentation for a Fire Apparatus Engineer Certificate issued by the Office of The State Fire Marshal shall receive compensation in the amount of \$.25 per hour added to their annual salary

# **ARTICLE 14** **GENERAL PROVISIONS**

## **Section 14.1 Residency**

Due to the nature of their jobs, and off duty call back, All members of the LaSalle Fire Department will live in the corporate limits of the City of LaSalle.

## **Section 14.2 Personnel Records**

Except as otherwise indicated herein, employees shall be able to review their personnel file in accordance with 820 ILCS 40/1 et seq. receive copies, at no cost to the employee, of all information contained in their personnel file. Requests for such review shall be made in writing to the Fire Chief who shall comply with the request as soon as possible, but in no event shall the review take place more than five (5) days after the date of the request. Engineer-EMT's have the right to submit a statement rebutting any disciplinary or adverse information contained within the personnel file, and which shall become part of such file. Information contained within their personnel files is restricted and confidential to the extent allowed by law and shall not be made available to the public or any other individual or agency without having a bona fide reason for doing so.

Investigative files or matters regarding an ongoing criminal investigation are not available for inspection until the investigation has been completed, after which such files are available pursuant to normal rules of discovery.

## **Section 14.3 Indemnification**

The City agrees to indemnify employees in accordance with 65 ILCS 5/1-4-6, Illinois Complied Statutes, as amended, so long as the employee acted within the scope of his employment and cooperates with the City during the course of an investigation, administration, litigation or defense of any claim.

#### **Section 14.4 Union Bulletin Boards**

The City agrees to furnish adequate and suitable space for bulletin boards in convenient locations in each station to be used only by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

#### **Section 14.5 Attendance At Meetings**

The City agrees that members of the Union shall be permitted while on duty or off duty to attend local Union meetings, pension board meetings, and City Council meetings involving the trustees and fire commissioners, so long as it does not interfere with the operations or their duties

#### **Section 14.6 Charter Display**

The City agrees to allow the Union to display the International Association of Fire Fighters Charter. This will be displayed at the headquarters station and will be placed at a place mutually agreed to by the parties.

#### **Section 14.7 - Labor-Management Committee**

There shall be established a joint Labor-Management Committee, such Committee to be composed of three (3) representatives each for both the Union and the Employer, with these representatives to be selected and designated by the Union and the Employer, respectively. This Committee shall meet quarterly, the exact date of which shall be agreed upon between the parties. This Committee shall also meet at a mutually agreed time when the following issues are first known to the respective parties.

1. Pre-discipline
2. Pre-grievance
3. New or revised rules, regulations & S.O.P.'s
4. Federal, State and local government mandates
5. OSHA & Illinois Department of Labor proposed changes

6. Pension legislation
7. Injuries which are serious
8. City ordinances and resolutions
9. Union fund Raising
10. Lobbying efforts by the I.A.F.F. and the IML
11. Sick leave “problems”
12. Workers Compensation Issues
13. Any other proposed legislation that may impact either party
14. Any other issue mutually agreed to by both parties

Both parties to this agreement agree to attend at least one joint training program together for Labor-Management issues. At least one representative from both parties to the joint Labor-Management Committee shall attend.

Nothing in this article shall require the parties to bargain for the issues listed in the above numbered 1-14, but rather to discuss the issues in an open forum as to understand all sides of each issue and the possible impact on the parties involved.

## **ARTICLE 15** **INSURANCE**

### **Section 15.1 Health Insurance**

During the term of this agreement, the employer shall continue in effect and the employees shall enjoy the benefits, rights and obligations of the proposed Blue Cross Blue Shield Plan or a substantially similar plan. In the event the premium for dependents increases, employee's contributions shall increase so that the presently existing ratio of 90%/10% shall be maintained. On May 1, 2013, the employees' premium cost will move from the current 90%/10% split to an 85%/15% split. On May 1 2014, the employees' premium cost will move to an 80%/20% split with the City of LaSalle of the overall health insurance plan cost. This will also include the current dental premium at the same ratio. The City also shall for the members who choose the HSA plan pay into said plan the amount of \$3000.00 for employee/family, \$2000.00 for employee/spouse or employee/child, and \$1000 for employee only on July 1 of each year. The HSA plan shall during the contract stay substantially the same. The City agrees to additionally compensate each member \$450 each May 1<sup>st</sup> either through a payroll contribution or as a contribution to the member's HSA plan at the member's choice.

### **Section 15.2 Life Insurance**

The employer shall provide and pay for a term life insurance policy for each employee in the amount of not less than \$25,000.00

### **Section 15.3 Liability Insurance**

The employer shall provide liability insurance for employees as prescribed in applicable law(s).

### **Section 15.4 Survivor's Insurance**

Survivor's insurance benefits shall be provided in accordance with applicable Illinois State Statutes.

### **Section 15.5 American's With Disabilities Act (ADA)**

The employer shall comply with all of the Provisions of the American's With Disabilities Act.

## **ARTICLE 16** **DRUG AND ALCOHOL POLICY**

### **Section 16.1 Statement of Policy**

It is the policy of the City of LaSalle and Career Firefighter/Engineers of the LaSalle Fire Department that the public has the right to expect persons employed by the City of LaSalle to be free from the effects of drugs and alcohol. The City of LaSalle has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the firefighters.

### **Section 16.2 Prohibitions**

Employees covered by this Agreement shall be prohibited from;

- a. consuming or possessing alcohol, unless in accordance with duty requirements, at any time during the work day or anywhere while on duty at any City premises or job sites, including all City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business;
- b. illegally consuming, possessing, selling, purchasing or delivering any illegal drug;
- c. failing to report to their supervisor any known adverse side effects of medication or prescription drugs they are taking.

This section is not intended to limit the duty of the City of LaSalle to enforce the laws of the State of Illinois and all regulations of the City of LaSalle Fire Department, or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure or psychological evaluation.

### **Section 16.3 Drug and Alcohol Testing**

Where the Fire Chief has reasonable suspicion to believe that a Engineer/EMT is under the influence of alcohol or drugs during the course of the work day, the Fire Chief shall have the right to require the Engineer-

EMT to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of Engineer-EMT's, except random testing of an individual firefighter as authorized in Section 16.7 below.

#### **Section 16.4 Order to Submit to Testing**

At the time an employee is ordered to submit to testing authorized by this Agreement, the Fire Chief shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a private attorney at the time the order is given, provided however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of the employee shall be conducted without first affording the employee the right to legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's right to the test shall not be construed as a waiver of any objection or rights that he may have.

#### **Section 16.5 Test(s) to be Conducted**

In conducting the testing authorized by this Agreement, the City of LaSalle shall:

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b. Ensure that the laboratory or facility selected conforms to all NIDA standards;
- c. Establish a chain of custody procedure for both sample collections and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- d. Require that with regard to alcohol testing, for the purpose of determining whether the Engineer-EMT's is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood to be considered positive;
- e. Collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside for later testing if requested by the officer;
- f. Collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration;
- g. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- h. Require that the laboratory or hospital facility report to the Fire Chief that a blood or urine sample is positive only if both the initial screening and confirmation test are positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing, or the results thereof, be obtained by the City of LaSalle inconsistent with the understandings expressed herein (e.g. billing for testing that reveal the nature or number of tests administered). The City of LaSalle will not use such information in any manner or forum adverse to the employee's interests;
- i. Consider test results along with all other relevant evidence on the issue of whether or not an employee was under the influence of alcohol;
- j. Provide each employee tested with a copy of all information and reports received by the City of LaSalle in connection with the testing and the results at no cost to the employee;

- k. Ensure that no employee is the subject of any adverse employment action, except temporary reassignment or relief from duty with pay, during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

### **Section 16.6 Right to Contest**

The Bargaining unit and/or employee with or without the Bargaining unit, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the test, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intent to have any manner restricted, diminished or otherwise impair any constitutional rights that employees may have with regard to such testing. Employees retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Bargaining unit.

### **Section 16.7 Voluntary Requests for Assistance**

The City of LaSalle shall take no adverse employment action against an employee who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug problem, other than the City of LaSalle may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The City of LaSalle may make available through its Employee Assistance Program (if available) a means by which the employee may seek referrals and treatment. All such requests shall be confidential and any information received by the City of LaSalle, through whatever means shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

### **Section 16.8 Discipline**

In the first instance that an employee tests positive on both the initial and the confirmatory test for a prescribed drug, or is found to be under the influence of alcohol and all employees who voluntarily seek assistance with a prescribed drug and/or alcohol related problem, shall not be subject to any disciplinary or other adverse employment action by the City of LaSalle. The foregoing is conditioned upon:

- a. the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b. the employee discontinues his abuse of the prescribed drug or abuse of alcohol;
- c. the employee completes the course of treatment prescribed including an "after-care" group for a period of up to twelve (12) months.

Employees who do not agree to or act in accordance with the foregoing or who test positive for drugs, or test positive for alcohol a second or subsequent time during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the City of LaSalle to retain an employee on active status through the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a Engineer/EMT or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use any accumulated paid leave

that he/she may have, such as compensatory time, vacation time, sick days, or personal leave days, or take an unpaid leave of absence pending treatment at option.

The foregoing shall not limit the City of LaSalle's right to discipline employees' misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

## **Section 16.9 Psychological Testing**

In the event the Employer has reasonable suspicion to believe than an employee is psychologically unfit for duty the Employer shall have the right to require the employee to undergo psychological evaluation subject to the employee's rights under Illinois law.

## **AGREEMENT ON DRUG AND ALCOHOL TESTING OF EMPLOYEES POLICY STATEMENT**

The parties agree that, in order to protect the safety of employees and the public, the workplace should be free from the risks posed by employees impaired by abuse of alcohol and controlled substances. While the parties recognize that abuse of alcohol and controlled substances is a treatable illness, employees found to be impaired while on duty may be subject to discipline.

### **Section 1- When Test May be Compelled**

#### a. Reasonable Suspicion.

Except as otherwise provided in this Article, employees shall not be subject to drug or alcohol testing unless there is reasonable suspicion to suspect that an employee is under the influence of drugs or alcohol. When a supervisor has reasonable suspicion to suspect that an employee is under the influence, that supervisor shall have his/her suspicion confirmed by a designated management representative (a representative of the Personnel Department) who has received adequate training in determining whether reasonable suspicion exists to require testing. If the suspicion is confirmed, the Union shall be notified and the Employer shall arrange for the drug or alcohol test. Management shall inform the employee being ordered to submit to the test of his/her right to consult with a Union representative before submitting to the test.

#### b. Employees who perform safety-sensitive functions as defined by the U.S. Department of Transportation (functions requiring a Commercial Driver's License), shall be subject to the following forms of testing in accordance with DOT regulations:

#### c. Pre-Employment-Prior to the first time an employee performs safety-sensitive functions;

#### d. Post-accident-Where the accident involved the loss of human life or the employee received a citation for a moving traffic violation arising from the accident.

Random-Annual testing of 25% of safety-sensitive employees for alcohol and 50% for controlled substances all of all employees.

Return-to-Duty-Prior to returning to duty requiring the performances of safety-sensitive functions after engaging in prohibited conduct concerning alcohol or controlled substances;

Follow-up-After employee returns to duty following a determination that the employee has engaged in prohibited conduct;

Reasonable suspicion-As provided for above.

## Section 2 - Testing procedures

All testing procedures shall meet the standards established under DOT regulations.

### A.. Controlled Substance Testing

1. . The employee being ordered to submit to a drug test shall be allowed to give the samples in private.
2. . Only certified laboratories that are, agreed to by the parties and that meet Department of Health and Human Services standards shall be used to conduct the tests. The labs must use tamper-proof containers; have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of one (1) year. The labs must be willing to demonstrate their sample handling procedure to the Union at any time. The labs shall participate in a program of "blind" proficiency testing where they analyze samples sent by an independent party.

The labs shall make such results available to the Union upon request. The initial test shall use an immunoassay test. Specimens that test negative shall be reported negative and no further testing shall be conducted. Specimens that test positive shall be tested for confirmation by chemical analysis or chromatography/mass spectrometry (GC/MS). At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures. The required procedure is as follows:

The urine specimen shall be taken promptly with as little delay as possible. Immediately after the specimen is drawn, the individual containers shall, in the presence of the employee and the Union representative, be labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial same. The specimens shall be in the transportation container after being drawn. Then the container shall be sealed in the employee's and Union Representative's presence and the employee given an opportunity to initial or sign the container. The container shall be sent to a designated testing laboratory on that day or the soonest normal business day by courier or the fastest other method available. A "split sample" shall be collected and the employee shall be offered the opportunity to have the split sample tested at a laboratory of his/her own choosing. An employee who successfully challenges a positive result shall be reimbursed for the costs associated with challenging the test.

### b. Alcohol Testing

Tests must be conducted with evidential breath test devices in accordance with DOT regulations. A Breath Alcohol Technician (BAT) who is not the employer's immediate supervisor shall administer the test. If the initial result is under 0.02, no further testing or action shall be taken. If the result is 0.02 or higher, a confirmation test shall be conducted at least fifteen (15) minutes but not more than twenty (20) minutes after the screening test. Before the confirmation test, tests shall be run (air blank) to make sure the EBT is working properly. Employees with a test result of 0.02 or greater shall not perform safety-sensitive functions (as defined by DOT regulations)

### Section 3 - Definition of a Positive Result

#### LABORATORY ANALYSIS PROCEDURES

The initial test is performed by an immunoassay test. The cutoff levels for screening tests are listed below and are expressed in nanograms per milliliter (ng/ml), or billionths of a gram per thousandths of a liter:

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

A confirmation test is performed on all initial positive tests. The cutoff levels for confirmation tests are:

Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Amphetamines	500 ng/ml
Met amphetamine	500 ng/ml

A test will only be deemed positive if it exceeds the cutoff levels for the confirmation test and after a qualified Medical Review Officer (MRO) has met and discussed the results with the employee to determine if there is a legitimate medical explanation for the positive test result. If there is a legitimate explanation, the MRO shall report to the employer that the test is negative. A confirmation test will only be given when the initial test cutoff levels are exceeded. The Employer may use the positive test as evidence of impairment. Such evidence shall not be deemed to be conclusive, nor shall it preclude the introduction of other evidence on the issue of impairment. The employee shall be compensated for all time lost from work as a result of the order to take the test; in addition, the employee shall be compensated at the rate of double time the employee's straight time hourly rate for all hours in excess of their scheduled work day that the employee is involved in activities as a result of the order to take the test.

#### Section 5 - Test Results

Management shall notify the Union of the results of the test within sixty (60) hours after the employee has submitted to the test. Management shall make available to the Union a copy of the written report from the laboratory within twenty-four (24) hours after the report is received by Management. Reports of a positive test shall, at a minimum, state (1) the type of tests conducted, (2) the results of the tests, (3) the sensitivity (cut-off point) of the methodology employed, and (4) any available information concerning the margin of accuracy and precision of the quantitative data reported for the test(s). All reports shall be reviewed by a Medical Review Officer (MRO) prior to release and only confirmed results shall be reported to the Employer. However, in the case of a negative test, the report shall specify only that the test was negative for the particular substance.

#### Section 6 - Re-testing

If the test results are positive, the Union or the employee shall have the right to request the preserved samples to be sent for testing to a laboratory chosen by the Union or the employee and the cost shall be borne by the employee requesting such testing. If the retest results are negative, the cost of such retest shall be paid by the Employer, and the employee's records cleared.

#### Section 7 - Treatment

- a. An Employee Assistance Plan (EAP) shall be available at no charge to employees. The Plan shall include an EAP counselor who is trained in the problems of chemical dependency and abuse. The Employer shall pay the cost of the EAP.
- b. An Employee who tests positive or who will be disciplined as a result of drug or alcohol use or abuse may elect to meet with the EAP counselor and/or to seek further treatment for drug use or abuse. The Employer shall suspend the imposition of discipline pending an employee's participation in the EAP program or in further treatment. If the employee successfully completes the EAP program or treatment, the discipline shall be rescinded and the employee's record cleared.
- c. The Employer shall provide health insurance which covers the cost of the EAP program and/or subsequent treatment. The insurance should provide for both outpatient and in-patient treatment depending on the appropriate course in each employee's case. The in-patient treatment covered shall be of at least thirty (30) days' duration.

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

b. The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, through the EAP Program, or through one of the Employer's health care providers and/or referrals, for an alcohol related problem. The Employee shall make available through the Employee Assistance Program -a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment, employees shall be allowed to: I. Use accumulated sick leave; and/or 2. paid leave; and/or 3. be placed on unpaid leave; and/or 4. be transferred to a position for which he/she is fit, if available.

#### Section 8 - Savings Clause

The parties agree that this policy and Employee Assistance Program shall not diminish the rights of individual employees under state and federal laws relating to drug testing, nor to an employee's right to utilize the grievance and arbitration procedures of the Collective Bargaining Agreement.

#### Section 9 - Indemnification

The Employer agrees to hold the Union harmless and to bare the expenses incurred by the Union in defending litigation arising out of the Employer's activities in carrying out the drug/alcohol testing program.

#### Section 10 - Confidentiality

The Union and the Employer agree to keep the names of employees undergoing this procedure confidential. The Employer agrees not to contact law enforcement authorities as a result of a positive test.

#### Section 11 - Implementation

The provisions of this Article requiring testing shall not go into effect until the effective date of the DOT regulations.

#### Section 12 - Change in DOT Regulations

If the DOT regulations requiring mandatory testing of CDL license holders be rescinded, the Employer agrees to discontinue such testing.

## **ARTICLE 17**

### **GRIEVANCE PROCEDURE**

#### **Section 17.1. Definition**

A "grievance" is defined as any unresolved dispute between the City and the Union or any matter regarding the application, meaning or interpretation of this Agreement.

#### **Section 17.2. Grievance Procedure**

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) calendar days or within ten (10) calendar days after the grievant knew or should have known of the event giving rise to the grievance. A grievance shall be processed as follows:

##### **STEP 1:**

###### **Appeal To Chief**

The Union may file a written grievance with the Chief, signed by the employee and one local Union officer on a form mutually agreed to and attached as Exhibit C. A grievance shall set forth a statement of the grievant position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought and the signature of the grievant(s). The grievant, one or more local Union officers (not to exceed three officers), an outside representative from the Union, if the Union deems appropriate and the Chief will discuss the grievance within seven (7) calendar days after the grievance has been submitted to the Chief. The Chief may have present other persons whom the Chief determines appropriate. If no agreement is reached in such discussion, the Chief will give his answer in writing within fourteen (14) calendar days from the date of the discussion.

##### **STEP 2:**

###### **Request for Review by Mayor**

If the answer of the Chief is not acceptable, the Union may, within fourteen (14) calendar days, submit a written explanation of its position to the Mayor. The Mayor shall submit a written answer within fourteen (14) calendar days. If the Mayor so elects, he/she may meet with local Union officers accompanied by the outside Union representative, if appropriate, prior to submitting an answer.

### **Section 17.3. Arbitration**

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Mayor's written answer.

- (a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators residing in Illinois, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt, each party shall strike a name from the list until there is one name remaining. The order of individual strikes shall be determined by a coin toss, with the loser striking first. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.
- (c) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator, cost of hearing room, and the cost of written transcripts, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses

### **Section 17.4. Limitations on Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. Any decision or award of the arbitrator rendered within the limits of this Section 6.4 shall be final and binding upon the City, the Union and the employees covered by this Agreement

### **Section 17.5. Time Limit For Filing**

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any mutually agreed to extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

**ARTICLE 18**  
**SAVINGS CLAUSE**

**Section 18.1 Saving Clause**

In the event any provision herein or part hereof be rendered invalid by reason of any subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation shall not void this Agreement or invalidate the remaining portions hereof and they shall remain in full force and effect. Upon request, each party will meet to negotiate regarding replacing the provision or parts declared invalid.

**ARTICLE 19**  
**DURATION AND SIGNATURE**

**Section 19.1 Term of Agreement**

This Agreement and its provisions shall be effective May 1, 2015, and shall continue in full force and effect until April 30, 2018 or until a successor agreement is executed between the parties, whichever later occurs.

**Section 19.2 Continuing Effect**

Notwithstanding any provisions of this Agreement to the contrary, this agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

**Section 19.3 Notice of Demand to Bargain**

Negotiations for a successor agreement shall commence upon service of a Notice of Demand to Bargain by either party, such Notice to be served not more than 120 days nor less than 60 days prior to April 30, 2018. Negotiations between the parties shall commence not later than 30 days after receipt of the Notice of Demand to Bargain, unless otherwise mutually agreed.

**SIGNATURES**

**FOR THE CITY OF LASALLE, IL:**

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Jeff Grove, Mayor

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Carrie Brown, City Clerk

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John Duncan, Financial Director

**FOR THE CAREER  
FIREFIGHTER/ENGINEERS**

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Rahn Data, Firefighter/Engineer

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Jerome Janick, Firefighter/Engineer

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Brian Zeller, Firefighter/Engineer

(SEAL)

**APPENDIX A**  
**SENIORITY LIST**

Rahn Data	08/20/1990
Jerome Janick	07/01/1996
Brian Zeller	07/05/1999

## **APPENDIX B WAGE SCALE AND LONGEVITY**

Employees shall have their base wage adjusted in accordance as follows:

May 1, 2015 increased by two percent (2%) to \$50,330.42

May 1, 2016 increased by two percent (2%) to \$51,337.03

May 1, 2017 increased by three percent (3%) to \$52,877.14

Longevity pay shall be granted to all employees based on the schedule below. Longevity pay will be spread throughout the 26 pay periods and will be included in the employees base wages, with the increase taking effect on the employee's anniversary date of each year.

	<u>May 1, 2012</u>
After the completion of the 1 <sup>st</sup> year	\$ 100
After the completion of the 2 <sup>nd</sup> year	\$ 200
After the completion of the 3 <sup>rd</sup> year	\$ 300
After the completion of the 4 <sup>th</sup> year	\$ 400
After the completion of the 5 <sup>th</sup> year	\$ 500
After the completion of the 6 <sup>th</sup> year	\$ 600
After the completion of the 7 <sup>th</sup> year	\$ 700
After the completion of the 8 <sup>th</sup> year	\$ 800
After the completion of the 9 <sup>th</sup> year	\$ 900
After the completion of the 10 <sup>th</sup> year	\$1000
After the completion of the 11 <sup>th</sup> year	\$1200
After the completion of the 12 <sup>th</sup> year	\$1400
After the completion of the 13 <sup>th</sup> year	\$1600
After the completion of the 14 <sup>th</sup> year	\$1800
After the completion of the 15 <sup>th</sup> year	\$2000
After the completion of the 16 <sup>th</sup> year	\$2200
After the completion of the 17 <sup>th</sup> year	\$2400
After the completion of the 18 <sup>th</sup> year	\$2600
After the completion of the 19 <sup>th</sup> year	\$2800
After the completion of the 20 <sup>th</sup> year	\$3000
After the completion of the 21 <sup>st</sup> year	\$3250
After the completion of the 22 <sup>nd</sup> year	\$3500
After the completion of the 23 <sup>rd</sup> year	\$3750
After the completion of the 24 <sup>th</sup> year	\$4000
After the completion of the 25 <sup>th</sup> year	\$4500

## APPENDIX C

# **La Salle Professional Fire Fighter's Association, Local No. 4760**

## **GRIEVANCE FORM**

Grievant: \_\_\_\_\_ Date of Grievance: \_\_\_\_\_

Date of Grievance: \_\_\_\_\_

I. Sections of this Contract (but not limited thereto) that were violated:

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For more information about the NIST Privacy Framework, visit [www.nist.gov/privacy-framework](https://www.nist.gov/privacy-framework).

II. Subject of Grievance: (Please be specific as to the Who, What, Where, Why, and When  
III. as they relate to the facts of the Grievance.)

#### IV. Suggested Corrections (Including Make Whole)

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**Signature of Union President**

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**Signature of Grievant**

First Step: \_\_\_\_\_  
Date Submitted

Answer: \_\_\_\_\_  
Date Submitted

Second Step: \_\_\_\_\_  
Date Submitted

Answer: \_\_\_\_\_  
Date Submitted