

Collective Bargaining Agreement

Between

Byron Fire Protection District

And

Byron Firefighters IAFF Local 4775

November 1, 2020 – October 31, 2023

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PREAMBLE

This Collective Bargaining Agreement is entered into by and between the BYRON FIRE PROTECTION DISTRICT, (hereinafter referred to as "Employer" or "District"), and the International Association of Firefighters, Local # 4775 (hereinafter referred to as the "Union").

This Agreement has as its basic purpose the promotion of harmonious relations between the Employer and the Union; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the District; the establishment of a peaceful procedure for the resolution of grievances; and the establishment and administration of an entire agreement covering wages, rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

Therefore, in consideration of the mutual promises and agreements continued in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I RECOGNITION, DUES CHECK-OFF, FAIR REPRESENTATION

Section 1.1 – Recognition

The District recognizes the Union as the sole and exclusive bargaining agent for all full time sworn employees of the Byron Fire Protection District in the ranks or titles of Firefighter or Lieutenant, and excluding the Chief, Deputy Chief, paid-on-call firefighters, and all other employees of the Byron Fire Protection District.

Section 1.2 – Dues Checkoff

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 thirty (30) 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 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 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 slow down or stoppage occurs in violation of this Agreement.

Section 1.3 – Indemnification

The Union shall indemnify and hold harmless the District against any and all claims, suits or judgments brought or issued against the District 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 District 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. In the event the District determines that a conflict of interest exists, the District shall have the right to select its own counsel which will be paid for by the Union.

Section 1.4 – Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all Employees in the bargaining unit regardless of their Union membership status. The Union agrees to indemnify and hold harmless the District from any and all liability, including monetary damages and attorney's fees, resulting from any failure on the part of the Union to fulfill its duty of fair representation. Any alleged violation of the Union's duty of fair representation shall not be grievable. Alleged violations of this provision shall be enforced through the unfair labor practice procedures of the IPLRA.

ARTICLE II **SENIORITY**

Section 2.1 – Definition

"Seniority" is defined as the employee's length of continuous full-time service as an employee of the District since the last date he/she commenced employment as a full-time employee. Determination of seniority for personnel hired on the same date shall be based on ranking of the hiring list. For purposes of administration of this Agreement only, seniority shall not accrue during any unpaid leave of absence in excess of 30 days.

Section 2.2 – Probation Period

New employees shall serve a probationary period of twelve (12) months. However, the District may extend the probationary period of any employee who is required to obtain paramedic certification for a reasonable period of time to obtain licensure by the State and certification by the EMS System. If an absence of greater than thirty calendar days occurs during a firefighter's probationary period, the probationary period shall be extended by the length of the absence. Any employee may be discharged during the probationary period without cause, at the sole discretion of the District. A copy of the discharge notice will be given to the Union upon request. Upon successful completion of probation, the employee's seniority will be determined by Section 2.1 above.

Section 2.3 – Seniority Termination

Continuous service shall be broken, and employment relationship terminated when an employee voluntarily resigns, is discharged with just cause (probationary employees with or without just cause), or retires.

Section 2.4 – Seniority List

The Employer annually shall post a seniority list showing the continuous years of service of each employee. A copy of the seniority list as posted will be provided to the Union. Any errors in the list must be brought to the attention of the Chief or designee within 10 days of the posting of the list or the ability to question the validity of the seniority list shall be deemed forfeited for that year.

Section 2.5 – Layoff and Re-Call

In the event the District determines it is necessary to lay-off employees, employees shall be laid-off in the inverse order of their seniority per the list established by the District. Employees shall be recalled from lay-off according to their seniority. No new full-time firefighters shall be hired until all employees on lay-off status desiring to return to work have been re-called.

Employees who are on the re-call list shall be given 30 calendar days' notice of re-call. The notice of re-call shall be sent to the employees by certified or registered mail, with a copy to the Union. The District shall be deemed to have fulfilled its obligations by mailing the re-call notice by certified mail, return receipt requested, to the mailing address last provided by the employee with a copy to the Union. It is the obligation and responsibility of the employee to provide the District with his/her current mailing address at all times. If an employee fails to timely respond to a re-call notice, his/her name shall be removed from the re-call list. Laid off employees shall be removed from the re-call list after *three* full calendar years from the date of lay-off.

Recalled employees must be fully qualified for the position and the District may require a medical and physical examination to determine whether the employee is medically and physically fit to perform the duties of the position.

ARTICLE III
HOURS OF WORK

Section 3.1 – Hours of Work

The District shall establish work schedules for all bargaining unit members. Employees assigned to shifts of twenty-four (24) hours shall be scheduled to commence work at 0730 hours and end the next day at 0730 hours. The on-duty shift shall be followed by forty-eight (48) hours of scheduled off duty time, which may be impacted by voluntary or mandatory overtime assignments. By mutual agreement between the Chief and an employee, an employee can be put on a different work schedule.

On holidays listed in this Agreement, the on-duty employees' work schedule will be modified so that upon the completion of scheduled non-emergency duties, the employees will be considered on down time subject to responding to emergency and other service calls. There shall be no

alteration of the work schedule on weekend days which are not holidays listed in this Agreement. In the event the District decides to create a bargaining unit position with work hours other than the 24/48 schedule, the parties will meet to negotiate the terms and conditions of employment for the position.

Kelly Day:

2020 – 2021: Each member receives four (4) 24-hour Kelly days

2021 – 2022: Each member receives five (5) 24-hour Kelly days

2022 – 2023: Each member receives six (6) 24-hour Kelly days

Kelly days will follow the contract year. Kelly days will be scheduled by the District and can be traded between qualified members so long as the trade does not incur overtime. Such trades do not affect the FLSA hours and cannot require FLSA pay. L4775 shall have Kelly day schedule presented by October 1, 2021. The Local understands that a complete Kelly day schedule may not be available by October 1, 2020 and agrees in good faith that such schedule will be provided at the earliest convenience upon a finalized CBA. Kelly Days will be scheduled to the greatest extent possible during each employee's "long cycle" (a 28-day work cycle in which the employee is scheduled to work 10 shifts).

Section 3.2 – Normal Work Cycle and Half Time Pay

The work cycle for employees assigned to 24-hour shifts shall be 28 days. For FLSA purposes, each employee's work cycle shall begin at 0730 and end at 0730 28 days later. Employees that actually work their regularly assigned 10, 24-hour shifts during a 28-day cycle will receive 28 hours at their current half-time rate at the end of that cycle. Employees that actually work their regularly assigned 9, 24-hour shifts during a 28-day cycle will receive 4 hours at their current half-time rate at the end of that cycle. Vacation time taken during the current 28-day cycle and illness/sick hours will not count towards the 212 hours of actual work in a 28-day cycle required for FLSA half-time pay.

Section 3.3 – Non-24 Hour Shifts

In the event the District decides to create a bargaining unit position with work hours other than the 24/48 schedule, the parties will meet to negotiate the terms and conditions of employment for the position.

Section 3.4 – Shift Realignment

The Chief or his designee shall give 30 calendar days' notice, if possible, if an employee is to be moved to a different shift pursuant to shift realignment. No employee shall be forced to work a 48 hour shift due to a shift realignment. The District reserves the right to change employees' shift assignments when it deems it appropriate at times other than the regular shift realignments. Affected employees will be given reasons for the transfer and will be given 30 calendar days advance notice if possible.

Section 3.5 – Shift Trades

Shift trade is a privilege that shall not interfere with the operations of the Fire Department or result in the payment of overtime or any increased compensation. Any employee may be granted shift trade if approved, with full normal pay, for any working day(s) on which that employee is able to secure another employee of comparable status to work in his place. Lieutenants may trade with firefighters provided there is an eligible acting Lieutenant on duty the same day. No acting Lieutenant pay will be paid to any firefighter to accommodate a Lieutenant's trade with a firefighter. Also, it is agreed that when a Lieutenant trades shifts with a firefighter, the firefighter to serve as an acting Lieutenant for that shift (without additional compensation) will generally be a firefighter from the Lieutenant's shift. If there are two Lieutenants on duty, the Lieutenant in charge shall be the Lieutenant who is regularly scheduled on that shift. Request for shift trade will be turned into the Fire Chief or his designee for his approval not less than 24 hours prior to the trade time, except in cases of emergency. Trades of one hour or less during the first and last hour of the shift will not require advance notice, but proper recordkeeping must still be filed for documentation of the trade. Probationary employees shall not be eligible for shift trades until the Fire Chief or his designee informs the firefighter in writing that he or she is eligible.

It will be the responsibility of the employees involved in the shift trade to keep their own records. Employees seeking to trade shifts must work the assigned shift if they are unsuccessful in obtaining an approved trade. The employee agreeing to trade shifts with another employee shall be responsible to work the day.

L4775 and the District agree that any employee who is on a scheduled trade, approved by the Chief or his designee shall be off duty from his or her last scheduled shift and continuously through his or her trade until his or her next scheduled shift. Employee's on trades shall not be subject to forced, mandatory overtime.

ARTICLE IV **MANAGEMENT RIGHTS**

Section 4.1 – Wages

The annual salaries of the members of the bargaining unit shall be paid pursuant to the negotiated salary attached hereto and made a part of this agreement and identified as "Appendix A".

All current paramedics and future employees possessing or required to obtain paramedic licensure must maintain their license and EMS System certification as a condition of employment, unless the District in its sole discretion expressly authorizes an employee to decertify and not maintain their license. The authority to determine the required level of certification and the number of employees required to obtain or maintain licensure and EMS System certification shall be exclusively within management rights.

Section 4.2 – Regular and Overtime Compensation Rates

(A) The regular and basic hourly rate of pay shall be determined and computed by taking the employee's annual salary and then dividing by the scheduled annual hours of duty to which the employee is assigned. For 24-hour shift employees, the average work week is fifty-six (56) hours

and the annual hours worked are 2,920. Starting November 1, 2020, the average work week is fifty-four and three-tenths (54.3) hours and the annual hours worked is 2,824. Starting November 1, 2021, the average work week is fifty-three and eight-tenths (53.8) hours and the annual hours worked is 2,800. Starting November 1, 2022, the average work week is fifty-three and four-tenths (53.4) hours and the annual hours worked is 2,776.

(B) The overtime rate shall be paid for all hours worked outside of regularly scheduled hours at the rate of one and one-half (1-1/2) times the employee's basic hourly rate. However, overtime will be paid for all regularly scheduled and worked hours in excess of 212 in the work cycle of 28 days at the rate of half-time.

Section 4.3 – Required and Voluntary Overtime

The Fire Chief or his designee(s) shall have the right to require overtime work and employees may not refuse overtime assignments. Each employee will maintain a phone for this purpose and shall keep the District informed of their phone number at all times.

The District shall endeavor to maintain five personnel on duty at all times and shall schedule two full-time firefighters on each shift whenever practicable. One full-time firefighter may be off duty at any time. Other full-time firefighters may be granted time off provided the needs of the District can be met and adequate staffing can be maintained as determined by the Chief in his discretion. The District reserves the right to refuse time off for second and subsequent employees based on the needs of the District as determined by the Chief in his discretion.

Each month, employees will be provided a schedule of known available overtime requirements for the following month, along with any required qualifications or rank for those shifts. Employees who meet the minimum qualifications and rank for an overtime shift may volunteer for that shift. No employee may volunteer for any overtime shift or shifts that would result in that employee working on shift for more than seventy-two (72) hours. Employees shall submit their requests for available overtime shifts no later than the fifteenth of the month prior to the month in which the overtime occurs. In the event more than one employee requests a particular overtime shift, overtime shall be assigned in an effort to evenly distribute overtime opportunities among the full-time firefighters. Any remaining known available overtime shifts shall be assigned based on the force back provisions of Section 4.4.

Whenever a full-time firefighter requests time-off after scheduled overtime has been assigned, and the request is granted, or there is an unscheduled overtime assignment for any other reason, the District shall first offer the opportunity to fill the shift to the other full-time firefighters subject to the requirement that there be at least one officer or acting officer and two paramedics on each shift. Overtime shall be offered by phone call, messaging system, or "I am Responding" (or similar technology). If a message (voice or text) is left, the District shall allow a reasonable amount of time (10 – 15 minutes) for members to respond. If no full-time firefighters volunteer to fill the shift, the District may fill the shift with a part-time firefighter who is a fire apparatus operator and paramedic or force back a full-time firefighter at the Chief's discretion. Whenever an employee accepts a voluntary overtime assignment, the employee shall be moved to the bottom of the voluntary and mandatory overtime list.

The Local and the District agree that in the event of forecast severe weather (extreme heat / cold, storms, etc) or special events occurring in the District, manning can be increased at the Chief's discretion. Increasing manning is designed to meet the needs of the community. The District

shall offer L4775 members first opportunity to fill the extra staffing positions before filling the positions with part-time personnel.

Section 4.4 – Mandatory Overtime

The District shall maintain a forced overtime list that will be used if no full-time firefighters volunteer to fill a scheduled shift. When forced overtime is necessary, the first person on the list shall be forced back to work the shift. That person will then be moved to the bottom of the list. If the person at the top of the list cannot cover the shift because he or she; is not qualified, is already working that shift, is already scheduled to be on vacation or in a scheduled class, or will work more than 72 consecutive hours as a result of the force back, that person will be passed over and remain at the top of the list. The next qualified, available person on the list will be forced back, and move to the bottom of the list. L4775 and the District agree that employees who are on a scheduled Kelly day cannot be forced back to work during the period of the employee's scheduled Kelly day from his or her last scheduled shift and through until the employee's next scheduled shift after the Kelly Day.

Section 4.5 – Overtime Schedule

The District shall inform the members of Local 4775 of the final known overtime, including any forced overtime back, by the 15th through the 20th day of the month prior to the overtime beginning. Local 4775 understands that there will be unexpected overtime occurrences.

Section 4.6 – Hold Over

When an employee is requested by the District to work additional time due to emergency calls or late personnel immediately after the regular work shift without interruption, the employee will be paid at one and one-half (1-1/2) times the employee's basic hourly rate and will be paid in fifteen (15) minute increments. If no one volunteers for the holdover, the District may require the least senior qualified employee on the off-going shift to work the assignment or use non-bargaining unit employees to fill the assignment.

Section 4.7 – Call Back

When an employee is toned out or called back for emergency work by the District the hours worked will be paid at one and one-half (1-1/2) times the employee's basic hourly rate, commencing when the call back or tone out occurs, except that any employee who reports to work over 30 minutes after being toned out or called back shall be paid from the time he or she reports to the station or other work site. A minimum of one (1) hour will be paid for each request. Secondary calls will be paid as an additional request as soon as the primary vehicles are returned from the initial call and a minimum of one (1) hour has elapsed from the time of the initial call. Any time in addition to the first hour will be paid in fifteen (15) minute increments. Call back hours will not affect the regular overtime lists.

Employees are eligible for a monetary bonus based upon the number of calls responded to outside of their normal duty shifts. Eligible calls will be calculated based on a 10-minute response time to the station or at a staff officer's discretion for Back-Up Crews and Call Backs. The eligible time period will be from November 1 to October 31 each year.

Eligible personnel will receive a taxable monetary accumulative incentive based on the following number of back-up crews and call back responses to the station:

25 Calls	\$750
50 Calls	\$1,000
75 Calls	\$1,250
100 Calls	\$2,000

Maximum annual taxable incentive received will be \$5000. Payout will be distributed the first pay period in November.

Section 4.8 – Acting Out of Classification

Effective upon execution of this agreement, any employee covered by this agreement who works, as an acting Shift Officer or Lieutenant shall earn premium pay for the hours worked. Any Firefighter who is assigned to work any hours as an Acting Shift Officer or Lieutenant shall be paid an additional \$1.50/ hour premium pay for the hours worked.

Section 4.9 – TRT Differential

A technical rescue team differential of \$500.00 will be given annually to an employee who has completed and been certified in Trench Operations, Confined Space Operations, Rope Rescue Operations, and Collapse Operations. Upon completing and becoming eligible for the differential, the employee agrees to remain employed by and participate actively on the technical rescue team for a minimum of five years. If the employee voluntarily leaves the TRT team or District before reaching five years, he or she agrees to repay the District the costs incurred by the District of sending that employee to the classes mentioned previously. This debt will be pro-rated annually at 20% per year. This agreement shall not exceed \$5,000 for TRT classes and both parties agree that if grant funding for TRT classes is cut, the District and local will re-negotiate the TRT repayment agreement.

An additional technical rescue team differential of \$500.00 will be given annually to an employee who has completed and been certified in Trench Technician, Confined Space Technician, Rope Rescue Technician, and Collapse Technician. Upon completing and becoming eligible for the differential, the employee agrees to remain employed and participate actively on the technical rescue team for a minimum of five years. If the employee voluntarily leaves the TRT team or District before reaching five years, he or she agrees to repay the District the costs incurred by the District of sending that employee to the classes mentioned previously. This debt will be pro-rated annually at 20% per year. This agreement shall not exceed \$5,000 for TRT classes and both parties agree that if grant funding for TRT classes is cut, the District and local will re-negotiate the TRT repayment agreement.

An employee certified in the above-mentioned disciplines of TRT at the technician level will receive \$1,000.00 in TRT differentials annually.

Section 4.10 – Dive Differential

A dive team differential of \$1,000.00 will be given annually to an employee who has completed and been certified to the level of Rescue Diver as set by the District. Upon completing the certifications and becoming eligible for the differential, the employee agrees to remain employed by the District and participate actively on the Dive team for a minimum of five years. If the employee voluntarily leaves the Dive team or District before reaching five years, he or she agrees to repay the District the costs incurred by the District of sending that employee to the classes required to obtain Rescue Diver. This debt will be pro-rated annually at 20% per year. This agreement shall not exceed \$2,000 for dive classes.

ARTICLE V
PAID LEAVES AND HOLIDAYS

Section 5.1 – Vacations

(A) Employees shall receive vacation leave each year for use in the current calendar year. The exact number of workdays allowed each year is determined by the length of credited full time service with the District. Vacation days for 24-hour shift employees refer to 24 hour duty days (not calendar days) and are to be taken in accordance with the District needs and, if possible, the employee's preference. Vacation leave per year shall be credited as follows:

Term	Hours of Vacation Accrued Each Two Week Pay Period	Annual Rate of Vacation in Hours
After 2 months	3.693	96
After 1 year	4.616	120
After 3 years	5.539	144
After 6 years	6.462	168
After 9 years	7.385	192
After 12 years	8.308	216
After 15 years	9.231	240
After 18 years	10.154	264
After 21 years	11.077	288
After 24 years	12.000	312

Vacation time shall accrue with employees earning 1/26 of the annual allowance each pay period on a calendar year basis. Employees starting after January 1 of any year shall have their vacation time prorated for the calendar year. No vacation time may be taken in the first year of employment. After the first year of employment vacation shall be taken during the year it is earned. Employees may only use up to 12 hours of vacation leave time not yet earned without the express written

approval of the Chief or his designee. Vacation may be taken in increments of 9.5 (0730 — 1700); 14.5 (17000730); or 24 hours at a time. The calendar year shall constitute the period of time during which vacations will be scheduled. Seniority shall determine the preference, when such preference is deemed necessary, in the selection of vacation. The District may cancel scheduled vacation leave any time it deems the efficient operation of the department requires it.

(B) On each anniversary year, the maximum unused vacation time which may be carried over into the next year is equal to the employee's maximum accrual in the year just completed. Any additional hours will be paid at 100% of their value at the rate they were earned based on first in-first out calculations.

(C) Employees will receive twenty-four (24) hours of basic straight time hourly pay for each vacation day used. Vacation pay shall be paid with the regularly scheduled payroll in the pay period *when* the vacation leave is taken. An employee who is separated from the District shall be paid for all unused vacation time at their basic straight time hourly rate in effect at the time of separation. In the case of death of an employee, compensation for unused vacation shall be paid to his/her estate.

(D) The District generally will allow one (1) bargaining unit person off each day which has not been blocked off by the Chief for any advance scheduled leave purposes. Employees will be notified immediately of conflicting date(s) and allowed to request alternate date(s). In addition, the District reserves the right to deny vacation requests for operational needs, and it is agreed that the District shall not be required to implement the mandatory overtime procedures in order to accommodate an employee's vacation request.

Any requests for vacation days can be used throughout the year as long as the request is submitted for approval in advance of the day requested off and subject to the approval of the Fire Chief, or designee. Scheduled vacation days may be cancelled up to three (3) days in advance without penalty when cancellation is approved in the manner stated above for scheduling. Any advanced scheduled time off request which is approved takes precedence over subsequent requests regardless of seniority.

Normal requests must be sent to the "VACATION REQUEST" group of the interdepartmental email no later than the 7th of the prior month of request. Example would be November 7th for a December request. **The deadline for submission is 07:00 hours on the above date.**

Vacation requests submitted after the deadline are intended for use only as a last resort due to an unforeseen need that arises after the above deadline. These requests will be handled using an alternate procedure than a normal request. The following guidelines will apply:

- a. These requests must *be* sent to the "Vacation Request" group for processing and approval.
- b. Processing and approval will only be done on weekdays during normal business hours.
- c. The request will not require the District to incur overtime that would not normally apply to a regular vacation request.
- d. If the request is for a night or weekend and there is not at least one POC on duty who is an FAO it is understood that the shift will work with the assigned POCs and there will not be a requirement to cover with overtime solely

because there is not an assigned FAO on duty within the POC ranks.

- e. If the request would normally require overtime coverage (a week day shift, or a night or weekend shift that one shift personnel is already off for a scheduled class) it is understood that, the regular overtime rotation list will be used to cover the shift. If no shift personnel volunteer to work the shift, the force list will not be used and the vacation request will then be denied. The Deputy Chief of Operations or other staff officer in his absence may task the shift officer or acting shift officer with making the calls for coverage using the overtime call list posted on the union bulletin board. If the shift officer makes the calls he/she must document the responses received (no answer, no, or yes) of all calls and forward that information to the Deputy Chief of Operations so the overtime call list can be updated appropriately. One full-time firefighter may be off duty at any time. Other fulltime firefighters may be granted time off provided the needs of the District can be met and adequate staffing can be maintained as determined by the Chief or his designee at his discretion. The District reserves the right to refuse time off for second and subsequent employees based on the needs of the District as determined by the Chief or his designee at his discretion.

Section 5.2 – Personal Days

Employees receive 2 personal days each calendar year on January 1st. Personal leave may be used in increments of 24 hours, 14.5 hours (1700 - 0730), or 9.5 hours (0730 - 1700).

Any personal leave not used by December 31st of each year will be paid to the employee, at 100% of their value at the rate they were earned based on first in-first out calculations.

Employee's hired after January 1st will receive 24 hours of personal time which may be used at the sole discretion of the Chief. During an employee's first year of employment the personal time left unused by December 31 will not be paid out to the employee.

Section 5.3 – Holidays

The following holidays shall be recognized and observed as holidays for the purpose of this Section:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Good Friday	Christmas Eve
Independence Day	Christmas Day
New Year's Eve	

Platoon employees who work as regularly scheduled or on an overtime assignment on any of the recognized holidays will be paid at double time (24 hours regular pay plus 24 hours holiday pay).

Section 5.4 – Sick and Injury Leave

(A) Sick leave with pay is a benefit for full time employees. L4775 members will receive 97 hours on January 1 each year. Employees can accumulate 192 hours of sick time. Sick leave time may be used for absence due to illness or injury of the employee in accordance with policies

established by the District.

(B) Any sick time hours in excess of 192 will be paid out at 100% of their value at the rate they were earned based on the first in – first out calculations. L4775 members who have not completed probation understand that they will not be paid out for unused sick time in the event that they separate from the District before their one year of probation. Members also understand that members who leave with a debt of sick time shall pay the hours used back to the District by substituting vacation time or monetary payment to the District.

(C) An employee will receive one (1) day's pay for each day of sick leave which is used according to this Section. Sick leave for an employee's own illness or injury must be used in no less than full shift increments, except that if an employee reports for work, becomes ill and leaves work as a result of that illness, he shall be paid for the hours he has worked and shall be charged only for the amount of sick time actually used. However, to be eligible for this benefit, the employee must have supervisory approval to leave work. Sick leave when used for a family members illness or injury may be used in the same increments as personal leave, with the employee required to state at the time notice of sick leave usage is given, whether 24, 14.5 or 9.5 hours will be used.

(D) The District may, at its discretion, require an employee to submit a physician's verification of illness when two (2) or more consecutive duty shifts are used. The District may also require a physician's verification that an employee is well enough to return to work (such return to work verification shall normally be required when three (3) or more consecutive duty shifts are missed due to sickness or when an employee is admitted to a hospital for any period of time). Any employee who utilizes sick time immediately before or after a scheduled vacation, shift trade day, or any other scheduled time off shall be required to submit a physician's verification of illness. Failure to submit to required medical exams or to provide required medical verification of illness shall be deemed to have abused sick leave and shall be subject to discipline. Falsification of any verification of illness, or other actions abusing sick leave shall be just cause for discipline, up to and including discharge. Abuse of sick leave is a serious manner and the Union shall join the District in making efforts to ensure sick leave is used exclusively for its intended purpose.

(E) To determine an employee's fitness for duty, the District, at any time, may require an employee to submit to an examination by a physician or other appropriate medical professional designated by the District. The District shall pay for the cost not covered by insurance of any examinations at a facility designated and required by the District.

(F) In the event of any dispute between the employee's personal physician and the District's physician, the employee, at his own expense, may request that the dispute be submitted to a third physician mutually selected by the employee's physician and the District's physician. The opinion of the third physician shall be determinative of the employee's actual illness or fitness for duty.

Section 5.5 – Jury Duty

An employee who is called upon to serve as a juror for any Federal, State, or County Court System will be provided duty time off up to a maximum of ten shifts, and compensated in full for that time. The employee shall provide the District a copy of the notice to serve and give advance notice of at least one duty day. The employee shall return to work as soon as possible after being released from jury duty. The employee shall turn in the payment from the jury commission and receive his

normal salary.

Section 5.6 – Military Leave

Military leave shall be granted in accordance with State and Federal laws. Where, and to the extent required by law, the leave will be paid leave. Employees called to duty, scheduled to attend military training, encampments, and reserve duty shall submit their orders to the Fire Chief before military leave will be granted unless the orders are unavailable or prohibited from being disclosed at the time. Proof of leave for military purposes shall be provided along with proof of military pay as soon as reasonably possible.

Section 5.7 – Bereavement Leave

In the event of death in the immediate family of an employee (defined as the employee's legal spouse, parents of spouse, children, step-children, adopted children, parents, stepparents, grandparents, grandchildren, brother or sister (including step)), an employee shall receive off with pay the day of the death (if he/she is working) and up to two work days for matters in direct relation to the death of an immediate family member. Additional time off may be granted at the discretion of the Chief where needed to attend funerals of those persons defined above, and funerals for those not described above, or tend to business relating thereto, to be credited against other available leave time.

Section 5.8 – Educational Leave

With the approval of the Fire Chief, or designee, employees may be granted leaves of absence for educational purposes to attend 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. Educational leave may be paid or unpaid at the Chiefs discretion.

Section 5.9 – Firefighter Pregnancy

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 following policy is enacted to reduce physical hazards placed on pregnant firefighters.

- a. **Qualifications.** Only firefighters who have provided medical proof that they are pregnant are eligible to participate in the Firefighter Pregnancy Policy. The District 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 in the program against the firefighter's wishes.
- b. **Temporary Assignment.** A pregnant firefighter who requests placement in the program will be temporarily reassigned to a non-hazardous, non-suppression position, which will generally be scheduled on a Monday through Friday, eight hours per day basis. Placement will be within the District whenever possible. However, the

right to place a pregnant firefighter in a position outside the District pursuant to intergovernmental agreement with another unit of local government exists. The availability of this reasonable accommodation shall be determined by consensus of a panel made up of the Fire Chief, a representative of the contracting unit of local government, and the Local President. Should this panel determine no reasonable accommodation through a pregnancy non-hazardous duty position is available; such decision cannot be challenged through the grievance process. However, the decision may be appealed directly to the Board of Trustees of the District. The employee retains her right to seek redress in accordance with the Illinois Human Rights Act.

- c. **Duration.** 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 District a return to work release from her physician prior to her reinstatement to her regular duties. The District retains the right to require that the employee submit to an evaluation by a physician of the District's choice. In the event of a disagreement between the employee's physician and the District's physician concerning the employee's fitness to return to full duty, the determination of an independent physician selected by the agreement of the employee's and the District's physicians shall prevail.
- d. **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. If the firefighter is in the midst of a probationary period at the time of the pregnancy, such period will be extended by the length of the nonhazardous duty special assignment pursuant to this policy.

ARTICLE VI UNIFORMS: PERSONAL PROPERTY

Section 6.1 – Uniforms

The District and L4775 agree that all new employees will be given five (5) complete work uniforms (T-shirts, job shirts, polo's, trauma pants). The District and L4775 agree that employee's will be allowed to replace uniform items as needed from the District (worn, ripped, faded, etc), at the District's cost. The District and L4775 also agree that the District will cover the cost of \$200.00 for boots every 18 months. The boots will be selected by a committee. The District and L4775 agree that there will be up to five types of boots allowed and billable through a vendor(s) as selected by committee and approved by the District.

All uniform items and equipment purchased by the District pursuant to the preceding paragraph, and turnout/emergency gear such as helmets, coats, pants, boots, gloves, etc. purchased by the District, shall be and remain the property of the District. Items purchased by an Employee shall conform to the uniform and turnout/emergency gear regulations of the District.

ARTICLE VII
NO STRIKE AND NO LOCKOUT

Section 7.1 – No Strike

Neither the Union, nor any of its officers or agents, nor any employee will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, residential picketing, concerted other stoppage of work, concerted refusal to perform any work assignment, mass illness, slowdown or any other intentional interruption or disruption of the operations of the District, regardless of the reason for so doing. No employee covered by this Agreement shall refuse to cross any picket line, by whomever established, during their work time or in the performance of District related duties. No employee shall engage in any picketing while on duty or while in uniform, or while on District property. Employees who hold a position of Union officer or steward occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Section. In addition, in the event of a violation of this Section, the Union agrees to inform all employees of their obligations under this Agreement and shall direct the employees to cease and desist from any activity which is in violation of this Agreement. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the District, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether the employee actually engaged in such prohibited conduct. 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 7.2 – No Lockout

The District will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by the Union and its members with this Article.

Section 7.3 – Judicial Restraint

Nothing contained in this Article shall preclude either party from obtaining judicial enforcement and relief including specific performance, injunctive relief, damages and attorney's fees in the event the other party violates this Article.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 8.1 – Definition

A grievance is defined as a dispute or complaint arising under and during the term of this Agreement that there has been an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

Section 8.2 – Procedure

Step 1:

The Union or any employee who has a grievance shall submit the grievance in writing to the Fire Chief specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the specific provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the occurrence of the event first giving rise to the grievance or within ten (10) calendar days of when any affected employee, through the use of reasonable diligence, could have known of the occurrence of the event giving rise to the grievance. The Fire Chief shall render a written response to the grievant within ten (10) calendar days after the grievance is presented. If the Chief does not render a decision within the time period the grievance shall be deemed denied as of the tenth calendar day. Any issue not raised by the grievant at this initial step may not be presented at any subsequent step.

Step 2:

If the grievance is not settled at Step 1 and the Union or the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Board of Trustees within ten (10) calendar days after receipt of the Fire Chiefs answer in Step 1, or within ten (10) calendar days of when the answer was due in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Board of Trustees shall investigate the grievance and, in the course of such investigation, may offer to discuss the grievance within thirty (30) calendar days with the grievant. If no settlement of the grievance is reached, the Board of Trustees or its designee shall provide a written answer to the grievant within ten (10) calendar days of the regular monthly meeting at which the grievance was discussed, or within thirty (30) calendar days following the appeal if no regular monthly meeting is held in that time.

Section 8.3 – Arbitration

If the grievance is not settled at Step 2 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration, as described below, by delivering a written request for arbitration to the Fire Chief within ten (10) calendar days of receipt of the Board of Trustees's written answer as provided at Step 2 or within ten (10) calendar days of when the answer was due.

(a) The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within the ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, each of whom must be a member of the National Academy of Arbitrators and reside in Illinois or Wisconsin. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the District and the Union shall have the right to strike three (3) names from the panel. The order of striking shall be determined by coin toss, and the winner shall determine whether to strike first or second. Thereafter, the parties shall strike names alternatively until one name remains. The person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and District representatives and witnesses.

(c) The District and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The District and the Union retain the right to employ legal counsel.

(d) The arbitrator shall submit his/her 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 only if both parties mutually agree to do so in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator, if any, shall be divided equally between the District and the Union. Each party shall be responsible for compensating its own representatives and witnesses and purchasing its copy of the transcript if so desired.

Section 8.4 – 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. The arbitrator shall be limited to the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable State or Federal laws, or of rules and regulations of State or Federal administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding on the District, the Union and the employees covered by this Agreement. No decision or remedy proposed by the arbitrator shall be retroactive beyond the time limits set forth in Step 1 of the grievance procedure.

Section 8.5 – Employee Right to Self-Representation

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that a Union officer is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with terms of this Agreement. Employees filing a grievance on their own must provide a copy of the grievance to the Local 4775 president before meeting with the Chief.

Section 8.6 – Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted and thereafter processed within the time limits set forth in this Article.

If a grievance is not presented by the employee or the Union within such time limits, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next

step within the specified time limit or any written agreed extension thereof, it shall be considered settled on the basis of the District's last answer. If the District does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the grievance shall be treated as denied at that step and may be timely appealed to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 8.7 – Union Stewards

Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of the employees selected as stewards, and other Union representatives who may represent Employees at each step of the grievance procedure, shall be certified in writing to the Employer by the Union at least annually and upon any change in authorized stewards. Any Union representative, whose participation in grievance meetings held pursuant to this Agreement is necessary, shall be released from work without pay (or with pay at the discretion of the Chief if operational concerns permit) to attend such meeting provided a replacement has been secured and the attendance does not interfere with District operations. The District reserves the right to restrict the number of employees who shall be released from work to attend grievance meetings. There shall be no union business, including investigation and processing of grievances, and contract negotiations, conducted during work time (defined to exclude breaks, meal periods and "down time" (generally after 5:00 p.m. except for required training)) without the express permission of the Chief.

ARTICLE XI **DRUG TESTING**

Section 9.1 – General Statement of Policy

The use of illegal drugs and the abuse of legal drugs and alcohol by employees of the District present unacceptable risks to the safety and well-being of other employees and the public, in addition to being unlawful in some cases. Therefore, it is agreed by the Union and District that the manufacture, distribution, dispensation, possession or use of a controlled substance or alcoholic beverage or the abuse of legal substances which may impair or adversely affect an employee's ability to perform his or her job is prohibited on all District properties at any time by an employee or guest, and at all times and places wherever any employee is performing employment duties for the District. In addition, all employees are prohibited from entering upon District property or from being at any time or place while performing employment duties for the District, while under the influence of alcohol or any controlled substances (Drug Free Workplace Act, 30 ILCS 58G/1 et seq.). It is the policy of the District to help provide a safe work environment and to protect the public by ensuring that employees for the District are free from the effects of drugs and alcohol in the performance and pursuit of their duties. The foregoing prohibition of possession and consumption of alcohol on District property by employees or guests may be waived for off duty employee and guests of employees attending Department functions at which the District has expressly permitted alcohol.

Section 9.2 – Definitions

"Drugs" or "controlled substances" shall include, but not be limited to, alcohol, any controlled substance defined in the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.); or the

Cannabis Control Act (720 ILCS 550/1 et seq.); any controlled substance listed in Schedules I through V of 21 U.S.C. 812; and any look-alike substance, designer drugs or any substance, such as glue, which may have adverse effects on perception, judgment, alertness, memory or coordination.

"Impair" or "adversely affect" shall mean causing a condition in which the employee is or may be unable to properly perform his or her duties due to the effects of drugs or alcohol in his or her body. Where impairment exists or is presumed, incapacity for duty shall be presumed.

Section 9.3 – Prohibitions

In addition to any and all other criminal, civil, or regulatory prohibitions which may be applicable, the employees shall be prohibited from the following: (a) Consuming, possessing, selling, purchasing, or delivering any illegal drug at any time; (b) Consuming alcohol while on duty, or within eight hours of a scheduled work shift, or on District premises or property including vehicles. (The only exception to the prohibition of employees consuming or possessing alcohol on District property will be for off duty employees attending a scheduled function when alcohol is sold or served to those attending the event.); (c) Failing to report to the Chief or his designee the use of any prescription medication which the employee knows or should know will have an effect on the employee's ability to safely and competently perform his duties; (d) Having any level of alcohol concentration in his blood or breath of more than 0.00 grams of alcohol per 100 milliliters of blood or 0.00 grams of alcohol per 210 liters of breath; or, (e) Being under the influence of any other drug or combination of drugs, to a degree which, in any way, impairs the employee's ability to safely and competently perform his duties.

Violation of any of the foregoing prohibitions or the failure to submit and cooperate in testing as provided in this Article shall be cause for discipline, including discharge.

Section 9.4 – Random Drug and Alcohol Testing

The District may require its Employees to submit to testing, as hereafter provided, and on a random basis at a time and place designated by the District as mandated in Section 9.10(d) of this Agreement.

Section 9.5 – Drug and Alcohol Testing Upon Reasonable Suspicion

If the Chief, or his designee, has reasonable suspicion an employee has violated the prohibitions contained in this Article, the Chief, or his designee, shall have the right to require the affected employee to submit to alcohol or drug testing as set forth in this Agreement. If a test is ordered on the basis of reasonable suspicion, the District shall advise the affected employee, after a written request made by the employee, of the facts and inferences which form the basis of the order to test; provided, however, that the employee shall submit to a test ordered within the time stated prior to having the opportunity to make such a request or to receive a response thereto.

Section 9.6 – Situational Drug and Alcohol Testing

Nothing contained in this Article shall limit the authority of the District to require drug and alcohol testing as it deems appropriate for persons seeking employment as employees prior to their date of hire, or following a motor vehicle accident involving an employee as the driver or operator of

equipment where significant property damage or a personal injury occurs, or at the time of an employee's annual physical examination. For purposes of this Section, "significant property damage" shall mean damage estimated to cost at least \$1,000.00 to repair or replace.

Section 9.7 – Refusal to Submit to Testing

Any employee refusing to comply with an order for testing for drugs and/or alcohol within the timetable specified in the order, shall be subject to discipline, up to and including discharge.

Section 9.8 – Test to be Conducted

In conducting the testing authorized by this Agreement, the District shall:

(1) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing and that has been accredited by the Substance Abuse and Mental Health Services Administration (SAMSHA).

(2) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of each sample and test result.

(3) Collect a sufficient sample of the same sample of blood or urine or a similarly reliable material from the employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee under Paragraph 6 below.

(4) Collect sample in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitted samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.

(5) Confirm any sample that tests positive in accordance with SAMSHA standards in effect at the time of the testing in initial screening for drugs by testing the second portion of the sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

(6) Provide the employee tested with an opportunity to have the additional sample tested by a State of Illinois and SAMSHA certified clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, provided the employee notifies the District of the desire to do so within seventy-two (72) hours of receiving notification of positive test results.

(7) Require that the laboratory or hospital facility report to the District that a blood or urine sample or similarly reliable material is positive only if both the initial screening and confirmation tests are positive for a particular drug.

(8) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive,

and results showing an alcohol concentration of .0199 or less shall be considered negative. (Note: The foregoing standard shall not preclude the District from attempting to show that test results below .02 demonstrate that the employee was under the influence or impaired).

(9) Provide each employee tested with a copy of all information and reports received by the District in connection with the testing and the results.

(10) Insure that no employee is the subject of any adverse employment action, except emergency temporary reassignment or relief of duty, during the pendency of any testing procedure.

(11) When testing is ordered, the employee may be removed from duty and placed on leave with pay pending the receipt of results unless there is independent reason to remove the employee from duty without pay.

Section 9.9 – Positive Test Results

Any test resulting in a positive report will be referred to the Chief for complete investigation. Upon completion of such investigation, if it is found that a member has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. Upon service, the member against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately relieved from duty, and shall be subject to disciplinary action which may include discharge, except as provided in the Section below concerning rehabilitation.

Section 9.10 – Voluntary Request for Assistance and Rehabilitation

The District shall not seek to terminate any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem. The opportunity for rehabilitation shall be granted for any employee who is not involved in any drug/alcohol related criminal activity and voluntarily admits to alcohol or drug abuse prior to initiation of testing procedures. This voluntary request for assistance shall only apply to employees who have completed their probationary period as defined in this Agreement.

Any member who voluntarily admits to the Chief his/her use of or dependence upon illegal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. This program shall include provisions (a) through (d) below. Employees failing to follow these sections or failing any test as provided therein shall be considered in violation of their voluntary treatment program and subject to discipline.

The opportunity for rehabilitation (rather than discharge) shall be granted once for any employee who is not involved in any drug/alcohol related criminal activity and prior to initiation of an investigation of the member's use or sale of controlled substance by any competent state or federal authority provided the employee signs a last chance agreement containing the following:

(a) The employee agreeing to appropriate treatment as determined by the physician(s) or other professionals involved;

(b) The employee discontinuing his use of illegal drugs or consumption of alcohol;

(c) The employee completing the course of treatment prescribed, including an "after-care" group for a period of at least twelve (12) months; and

(d) The employee agreeing to submit to unlimited random testing at any time, including off duty hours, during the period of treatment and "after-care."

Employees who do not agree to, and act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the District to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment. All treatment shall be made at the sole expense of the employee, to the extent not covered by the employee's health insurance benefits.

Any rehabilitation opportunities shall be provided as per the current Employer provided health insurance benefits. Employees who voluntarily attempt rehabilitation and exceed their health care benefits allowed shall pay all remaining costs out of pocket.

ARTICLE X **DISCIPLINE AND DISCHARGE**

Section 10.1 – Discipline

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

- Oral reprimand.
- Written reprimand.
- Suspension without pay (up to 5 days by the Fire Chief as provided by 70 ILCS 705/16.13b, as amended). The Fire Chief may also recommend suspensions in excess of five (5) days (to a maximum of thirty (30) days (for any one offense) or discharge to the Board of Fire Commissioners ("BOFC") as authorized by 70 ILCS 705116.13b, as amended.
- Demotion.
- Dismissal.

The penalties assessed by the Fire Chief should be commensurate with the offense. Reprimands assessed by the Fire Chief or his designee(s) may be appealed through the grievance procedure but shall not proceed beyond the Board of Trustees' step of the grievance procedure.

Section 10.2 – Election of Grievance Arbitration for Discipline

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

The employee shall have three (3) calendar days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the Chief may impose the discipline set forth in the Decision to Discipline, and the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to have charges presented or to appeal discipline before the BOFC in accordance with the Illinois statutes.

Section 10.3 – Union Representation

In the event that an employee is subjected to questioning by a superior, and the employee reasonably believes that his/her responses to the questions may result in assessment of discipline against the employee, the employee may request, and shall be entitled to the presence of a Union representative during such interview, provided that the Union representative is reasonably available.

ARTICLE XI
MANAGEMENT RIGHTS, SUBCONTRACTING, RULES, ENTIRE AGREEMENT

Section 11.1 – Management Rights

Except as specifically limited by the express provisions of this Agreement, Federal law, and the provisions of IPLRA, 5 ILCS 315-1 et seq., the District retains all of its traditional rights, powers or authority to make and implement decisions concerning the operation of its business.

It is the right of the Employer to determine matters of inherent managerial policy and to implement decisions with respect thereto, which include the following: the right to determine, plan, direct and control all the operations and services to be offered by it or its agencies; to determine the District's missions, objectives, policies, procedures and to set standards of services offered to the public; to establish its overall budget; to direct, assign and transfer its Employees; to determine and change the content of employment examinations, to determine and change the necessary components to participate in any examination process not covered by the Promotions article of this agreement, the job duties and the minimum qualifications for all positions; the rank structure and numbers of employees and types of employees in each rank; manning requirements per shift, station and apparatus; to discipline, suspend, demote, or discharge employees for just cause in compliance with the Fireman's Disciplinary Act, 50 ILCS 745/1 et seq., and Article X of this agreement, (probationary employees without cause and at the sole discretion of the Employer and neither the reason nor the disciplinary action, discharge, lay off or dismissal of a probationary employee may be the subject of a grievance); to establish work, productivity, training and fitness standards from time to time; to maintain and improve efficiency of governmental operations; to determine the methods, means and personnel by which government operations or a unit thereof are to be conducted, or provided for; to make, alter and enforce rules, regulations, orders, policies and procedures; to change, relocate, modify or eliminate existing methods, equipment, uniforms or facilities; to evaluate and promote employees in compliance with the Fire Protection District Act 70 ILCS 705/16.01 et seq. and the Fire Department Promotion Act 50 ILCS 742/1 et seq., to establish or abolish positions in accordance with operational requirements and to assign employees to any position; to take all necessary actions to carry out its mission in emergencies; and to exercise control and discretion over its organizing and the technology of performing its work.

Section 11.2 – Subcontracting

Upon deciding that it may be in the District's best interest to subcontract work which has been exclusively bargaining unit work and which results in the layoffs or reductions in the employees of the bargaining unit, the District will provide to the Union, in writing, notice of the intent to subcontract and will, upon written request made within seven (7) days of receiving the Employer's notice of its intent to subcontract, meet and negotiate with the Union issues regarding the decision and its impact.

Failure to timely request such meetings shall act as a waiver of the Union's right to negotiate the impact of the decision.

Any impasse regarding the decision to or impact of subcontracting out such work shall be resolved through the impasse resolution procedures of the IPLRA. The District shall take no action until a resolution is reached or awarded by the arbitrator.

Section 11.3 – Entire Agreement

This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term on the terms of this Agreement. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the District to the extent authorized by the Management Rights clause and, if not covered by the Management Rights clause then by mutual consent of the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement that each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 11.4 – Rules and Regulations

Employees shall be required to comply with all rules and regulations, policies and procedures of the Fire District, assuming such are not inconsistent or in conflict with the terms of this Agreement. In the event there is a dispute as to whether a rule, regulation, policy or procedure is in conflict with or is inconsistent with the terms of this Agreement, it is agreed that the employees will comply with the rule, regulation, policy or procedure upon the direction of the supervisor, and any dispute over the matter will be resolved through the grievance procedure.

Section 11.5 – Promulgation of New or Revised Rules

New or revised rules, regulations, policies and procedures may be established from time to time. Except in an emergency, the District agrees to notify the Union in advance of promulgating or implementing any new or revised District ordinances, rules and regulations, or Board of Fire Commissioners rules and regulations which constitute mandatory subjects of bargaining within the meaning of the Illinois Public Labor Relations Act. Such notices shall be afforded sufficiently in advance of the proposed effective date of the proposed change to allow the Union a fair opportunity to review and offer effective input as to the proposed change. It is agreed between the Parties that if the Union demands to bargain over the effect and impact of the proposed change, the new or revised rule shall remain in effect, without prejudice to either side's position, until such time as a final resolution is determined.

ARTICLE XII **HOSPITAL AND MEDICAL INSURANCE**

Section 12.1 – Health Insurance

The District will maintain the current level of coverage and continue to pay the premium of the cost of group health insurance premiums for employees and their covered dependents. This includes dental coverage and a \$25,000 life insurance benefit for the employee. Effective November 1, 2020, the employees' premium contributions shall increase to 13% premium annually for single and employee plus dependent coverage. Effective November 1, 2021, the employee's premium contributions shall increase to 15% premium annually for single and

employee plus dependent coverage. Effective November 1, 2022, the employee's premium contributions shall increase to 17% premium annually for single and employee plus dependent coverage. These annual amounts shall be deducted from employee's payroll checks in equal amounts each pay period.

The District reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions, except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

The extent of coverage under the insurance policies (including HMO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the District, nor shall such failure be considered a breach by the District of any obligation undertaken under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the District, any employee or beneficiary of any employee.

Section 12.2 – Retiree Health Insurance Coverage

Retired employees electing continued coverage in the District's health insurance plan, must pay their share of the premiums to the District by the 1st of the month. Retirees electing to continue coverage for themselves and for any dependents must pay the entire cost for the coverage to the District by the 1st of each month. Failure to timely remit payment will cause the insurance to cease and it will not be able to be reinstated, except for any grace period as may be mandated by law.

Section 12.3 – Short Term Disability Policy Statement

The District will maintain a short term disability policy which will pay 60 percent of the individual's normal salary starting with the 15th calendar day of an off-duty sickness or illness which keeps the employee from working and paying this benefit for so long as the employee cannot work through 351 days. With current IRS rules, the district will report the premium as ordinary income to each employee and taxes will be accrued on that premium.

The employee may use his accrued sick hours to bridge the first fourteen calendar days of missing work due to an illness or injury to maintain income. If the employee has exhausted all of his sick days, he may use vacation time as provided for in this section. During this first fourteen calendar days, or benefit waiting period, the employee may not receive short term disability benefits.

ARTICLE XIII PROMOTIONS

Any rank to be promoted shall be conducted in accordance with the provisions of the Fire Department Promotional Act. The Byron Board of Fire Commissioners' Board Rules, Regulations and Policies concerning promotions, as amended by the 2017 Byron Fire Protection District Promotional Process Information Booklet, dated 3/29/18, shall govern the promotional process for all ranks in the bargaining unit, and for any promoted rank immediately above the highest rank in the bargaining unit, during the term of this Agreement.

ARTICLE XIV MISCELLANEOUS

Section 14.1 – Mandatory Functions

Any employee that is on vacation, pre-scheduled day off or sick day that falls on the date of the mandatory function is not required to attend. The District and Local agree that the District shall provide fourteen (14) days' notice prior to any mandatory trainings, when practical. When notice is not provided in the allotted time, any members who cannot attend due to scheduling conflicts, shall not face any disciplinary action. The Local understands the importance of trainings and encourages all members to attend when practical. Employees who are not able to make required training will be required to make up the training. If the employee cannot make up the training on duty within a reasonable period of time, the training must be made up on the employee's own time.

Section 14.2 – Pensions

The employees shall be responsible for paying through payroll deduction 100% of the required employee contribution to the Pension Fund. For the term of this Agreement, the District agrees to maintain its obligations to the Firefighters' Pension Fund as required by the Illinois Pension Code.

Section 14.3 – Outside Employment

The District does not wish to unreasonably restrict employees from engaging in outside or "secondary employment", which shall be defined to include self employment and any volunteer work. However, the employee's position with the District shall always be considered the primary responsibility. It is also important that the secondary employment does not place the employee in a position of conflict of interest with his or her District employment. Any employee desiring to engage in secondary employment, including self employment and volunteer work shall provide the Chief or designee with information concerning the nature of the secondary employment desired, and the contact information regarding it in a form determined by the District. Employees shall annually provide requested information regarding any desired secondary employment as well as provide updated information within 10 days of any change in the secondary employment information. The District retains the right to deny requests for secondary employment for reasons consistent with this section.

Section 14.4 – No Solicitation

The Union, its officers, employees, affiliates, members and agents, as well as all of the employees covered by this Agreement, shall not solicit any person or entity for contributions or donations of behalf of the Byron Fire Protection District. Nor may they use the words "Byron Fire Protection District" or "Byron Fire Department" or any abbreviation of either, in its name or describe or imply itself as an agent of the District. Nor may they use the District's insignia, communications systems, supplies, or materials for solicitation purposes, and solicitation by employees may not be done on work time unless prior approval is obtained from the Fire Chief. The Union further agrees that any written or oral solicitation of District residents, citizens, or merchants will include the words "This solicitation is not made on behalf of or supported by the Byron Fire District or its Fire Department" unless the Fire Chief specifically approves removal of the disclaimer. The foregoing shall not be construed as a prohibition of otherwise lawful solicitation efforts by the Union directed to the general public, nor shall it limit the District's right to make lawful and truthful comments concerning such solicitation.

Section 14.5 – Union Bulletin Board

The District agrees to furnish suitable space for a bulletin board, not to exceed nine square feet, in a convenient location in the fire station to be agreed upon by the Fire Chief and the Local President. The bulletin board shall be used only by the Union and the Union shall limit its posting of notices and bulletins to the bulletin board. The Union shall not use the board for posting abusive, inflammatory or partisan political material. All material shall be signed and approved by the authorized representative of the Union and a copy given to the Fire Chief. Any costs of the bulletin board shall be borne by the Union.

Section 14.6 – Deferred Compensation Plan

The District will establish a Deferred Compensation Plan for the employees to voluntarily contribute to based on the rules of the deferred compensation plan and the IRS. Employees will be able to voluntarily have payroll deduction made on their behalf in one of the following manners by contacting the payroll manager for the appropriate form(s):

- percentage of gross earnings;
- percentage off salary; or
- fixed dollar amount per check.

Changes to the manner of deduction may be made up to two times per year by contacting the payroll manager and submitting the necessary form(s).

ARTICLE XV
SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision 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 and the subject matter of such invalid provision shall be open to immediate negotiations subject to the procedures set forth in Section 14 of the Illinois Public Labor Relations Act (5 ILCS 315/14).

ARTICLE XVI
DURATION OF AGREEMENT

Section 16.1 – Termination

This Agreement shall be effective upon its ratification and execution by the parties with the wages retroactive to November 1, 2020 and shall remain in full force and effect until 11:59 p.m. on the 31st day of October 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

This Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached or impasse procedures have been completed.

Executed this 30th day of October, 2020.

BYRON FIRE PROTECTION
DISTRICT, OGLE COUNTY,
ILLINOIS

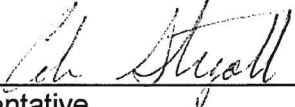


President, Board of Trustees

BYRON FIREFIGHTERS
ASSOCIATION, LOCAL 4775, IAFF



Representative



Representative



Representative

ATTEST:



Secretary, Board of Trustees



Representative

APPENDIX A
SALARY SCHEDULE

Firefighter II / PM		11/1/2020	11/1/2021	11/1/2022
	Start	\$59,571.51	\$61,862.72	\$64,337.23
	2nd year	\$61,060.79	\$63,409.28	\$65,945.66
	3rd year	\$62,587.30	\$64,994.51	\$67,594.29
	4th year	\$64,151.98	\$66,619.37	\$69,284.14
	5th year	\$65,755.78	\$68,284.85	\$71,016.24
	6th year	\$67,399.69	\$69,991.98	\$72,791.66
	7th year	\$69,084.69	\$71,741.80	\$74,611.47
	8th year	\$70,811.81	\$73,535.34	\$76,476.76
Lieutenant FFII / PM				
	Start	\$65,528.65	\$68,149.80	\$70,875.79
	2nd year	\$67,166.87	\$69,853.55	\$72,647.69
	3rd year	\$68,846.03	\$71,599.88	\$74,463.87
	4th year	\$70,567.20	\$73,389.89	\$76,325.49
	5th year	\$72,331.37	\$75,224.62	\$78,233.61
	6th year	\$74,139.66	\$77,105.24	\$80,189.45
	7th year	\$75,993.15	\$79,032.88	\$82,194.19
	8th year	\$77,892.98	\$81,008.70	\$84,249.05

An employee reaching 10 years or more of service with the District will receive a 2.5% longevity increase.

An employee reaching 15 years or more of service with the District will receive an additional 2.5% longevity increase.

An employee without FFII certification shall have \$500.00 deducted from the above salary schedule.

An employee without PM certification shall have \$2,000.00 deducted from the above salary schedule.

APPENDIX B
ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS
[REFERENCE: SECTION 10.2]

I. **Notice to Employee**

_____, a member of the fire department of the Byron Fire Protection District ("District"), and a member of a bargaining unit represented by the Byron Fire Fighters Association, Local 4775, International Association of Fire Fighters, ("Union"), being proposed for discipline by the District, have been informed of my options to dispute discipline in accordance with the Collective Bargaining Agreement between the District and the Union. I understand that I may elect to pursue a grievance over such discipline (option A), or I may choose to dispute the discipline before the District's Board of Fire and Commissioners (option B), but not both. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other. I further understand I must present this Notice to the Union within three days, (the Union must advise within an additional seven days whether it will pursue this matter to arbitration on my behalf) and that the Union has the final authority on whether to approve this matter for arbitration. If I elect arbitration and the Union declines to authorize arbitration of this matter for any reason, this does not waive my statutory rights under the Illinois Fire Protection District Act to have the matter heard by the Board of Fire Commissioners.

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

Fire Chief or Designee: _____

Employee: _____

Union Representative: _____

Election

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

A. Grievance Arbitration

By selecting the grievance process alternative, I acknowledge my understanding that the District's Fire Chief has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator. Unless a settlement is reached, an arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. By election to file a grievance over my discipline I hereby release the District, the Board of Fire Commissioners and the Union, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

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

Employee: _____ Date: _____

This disciplinary charge is hereby approved for arbitration by the Byron Fire Fighters Association, Local 4775, International Association of Fire Fighters. This document serves as written notice advancing this matter for arbitration in accordance with the Collective Bargaining Agreement:

Union: _____ Date: _____

B. Board of Fire Commissioners

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

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

Agreed: _____ Date: _____

Witness: _____ Date: _____

Received by Chief's Office: _____ Date: _____