

AGREEMENT

between

CITY OF DIXON, ILLINOIS

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 1943

May 1, 2011, to April 30, 2012

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PREAMBLE

This Agreement entered into by the City of Dixon, Illinois, hereinafter referred to as the Employer, and Local 1943, International Association of Fire Fighters, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I

RECOGNITION

- 1.1 The City agrees to recognize the Union as sole and exclusive representative on such matters relating to wages, hours and working conditions upon which it may lawfully bargain collectively for the classification of Fire Fighter. Further, the parties agree that the classification of Captain will be included in this contract. The matter of wages and fringe benefits for Captains are included herein as a result of bargaining; however, Captains shall be recognized by the parties as supervisors and outside of the purposes listed above, and shall have no rights under this Agreement. It is recognized that they represent the City as Supervisors and shall have no rights under this contract to enter a grievance against the City of their own behalf or on the behalf of others.
- 1.2 The Employer agrees to deduct the Union membership initiation fee and, once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the fifteenth (15th) of the succeeding month, or such other date as shall be mutually agreed upon.
- 1.3 The Union shall hold and save the City harmless from any

and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE II

HOURS OF WORK

- a. The practice in effect regarding the hours of work, the scheduling of work, and all other matters relating to the work week and the work day shall be continued as they exist on the date of the execution of this Agreement, for the life of this Agreement, except by mutual agreement.
- b. Compensatory time accumulation will not exceed sixty(60) hours, however, an employee may maintain a balance of sixty (60) hours by depositing more compensatory hours in his/her accumulation bank. Hours can be utilized in increments of one (1) to twenty-four (24) hours, only when there are full shifts. Ten (10) hours of compensatory time may be carried over from April to May. Hours carried over into May, will be paid at the rate applicable when the compensatory time was earned.

- 2.3 The normal work day and work week for employees shall be 24 consecutive hours of work beginning at 7:00 a.m. followed by 48 consecutive hours off. In addition, employees assigned to 24-hour shifts shall receive one 24-hour shift off without pay every 54 calendar days or 18 duty days reducing the normal workweek to an average of 52.88 hours. The Kelly Day shall include 12 hours from each 27-day work cycle. An employee will not be scheduled to work more than 204 hours in this 27-day work cycle.

Kelly Days may be traded between firefighters, provided such trades are between members of the same shift. Kelly Day trades shall not result in the payment of overtime.

Kelly Days will supersede vacation days and personal days. No employee from the same shift can schedule a vacation day or a personal day on a Kelly Day.

A Kelly Day that falls on a day that another employee, on the same shift, is absent; that employee may switch their Kelly Day to a different shift, with the approval of the Chief or his designee. No unforeseen overtime shall be incurred at the time the employee reschedules their Kelly

Day.

An employee that is away for training on their Kelly Day may switch their Kelly Day to a different shift, so long as no unforeseen overtime is incurred at the time the employee reschedules their Kelly Day.

ARTICLE III

HOLIDAYS

- a. The parties recognize the difficulties imposed upon the community and the Administration of the services rendered by the Fire Department by Holidays being taken as time off and paid for. Therefore, in lieu of this practice and in its stead, additional compensation shall be paid to each employee who qualifies in an amount equal to seven and one half percent (7 1/2%) of his gross annual earnings for the prior calendar year whether or not he/she works on the recognized holidays. Holiday pay shall be paid by check with the first payroll period ending after May 1. It is the intent of the parties that the compensation is "salary" for pension purposes as provided by Department of Insurance Regulations §4402.36(c).

ARTICLE IV

SICK LEAVE

- 4.1 A non-probationary employee (an employee who has at least one (1) year's service with the Fire Department) who is injured in the line of duty and receives Workmen's Compensation payments shall be entitled to receive his full salary for a period of up to four (4) months in any calendar year, except that he shall remit to the City whatever monies he shall receive under Workmen's Compensation. In no instance shall he receive a total pay for the period of disability in excess of his straight time earnings had he not been disabled.
- 4.2 A non-probationary employee who is ill or injured by reason of any cause other than one covered by Workmen's Compensation, self-employment or employment by another

employer shall be entitled to up to four (4) months full pay in any calendar year.

- 4.3 A probationary employee (an employee with less than one (1) year's service with the Fire Department) shall be entitled to pay proportion of four (4) months' full pay as his service is to one (1) year. In addition, whatever balance of the four (4) months period he does not receive at full pay, he shall receive at half (1/2) pay. For instance, an employee with six (6) months service shall be entitled to two (2) months at full pay and two (2) months at half (1/2) pay. This benefit is solely and exclusively to be applied to service connected illness or injury for which Workmen's Compensation is paid. The employee will remit to the City whatever monies he receives by reason of payment from Workmen's Compensation insurance carriers or others.
- 4.4 If an employee exhausts the benefits provided hereunder, he must return to the active employment of the Fire Department for a period of not less than four (4) consecutive months before being eligible for further benefits hereunder, the calendar year provisions contained elsewhere in this Article notwithstanding.
- 4.5 Any benefits received under this Article shall be contingent upon the employee furnishing medical evidence in the form of a licensed medical physician stating in detail the nature of the employee's illness or injury, its extent, probable duration, and that it is sufficiently disabling to require his absence from work. It is understood and agreed that an employee making application for, or receiving benefits under this Article may be required to undergo a physical examination by a physician designed by the City in order to verify the disability. It is further agreed that an employee making application for, or receiving benefits under this Article releases any physician having knowledge of his illness or injury to supply the City with such information. The City shall bear the cost of any such examination it requires an employee to take.

- 4.6 Any employee who in the course of any calendar year receives benefits under this article must return to active employment before receiving pay for time not worked under any other provision of this Agreement.
- 4.7 Any employee who is required by reason of personal incapacity to be absent from work for a period in excess of any entitlement he may have under this Article shall be governed by Article V, Leave of Absence.
- 4.8 If a member has not taken any sick time off as provided in the current agreement during the City's fiscal year, then member shall receive a bonus of two hundred dollars (\$200.00). If a member utilizes only one (1) shift of sick time during the City's fiscal year, then member shall receive a bonus of one hundred dollars (\$100.00). Bonuses will be paid by June 1st of the next fiscal year.

ARTICLE V

LEAVE OF ABSENCE

5.1 Eligibility Requirements

An employee shall be eligible for a leave of absence after one (1) year of service with the Employer. Except, as set forth in Article IV, such leave of absence granted under this Article shall be without pay or fringe benefits, except as specifically provided herein in Article III or in this Article V.

5.2 Application for Leave

Any request for a leave of absence for a reasonable purpose shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. A request for a leave of absence shall be answered as soon as is practical. Authorization for a leave of absence where granted by the City shall be delivered to the employee by his immediate supervisor, and it shall be in writing. In addition to accruing seniority while on any leave of absence granted under the provisions of the

Agreement, an employee shall be returned to the position he held at the time the leave of absence was granted provided the position still exists and the employee has the skills and physical ability to perform the job. An employee with the physical fitness and capacity and seniority to perform the job shall be returned to whatever position his seniority entitles him.

5.3 Reasonable Purpose

Leaves of absence for a limited period of time, not to exceed six (6) months, may be granted for any reasonable purpose. Reasonable purpose in each case shall be agreed upon by the Union and the City.

5.4 Bereavement Pay

An employee shall be granted two (2) twenty-four (24) hour shift days leave of absence at full pay in the event of death in his immediate family. Immediate family is defined as spouse, parents, children, brother, sister, brother-in-law, sister-in-law, grandparents, and mother and father-in-law, spouse's grandparents, and stepchildren. In order to qualify for payment hereunder, the employee must actually attend the funeral.

5.5 Civic Duty

Employees required to appear before a court or other public body for any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) who request a leave of absence to perform their civic duty shall be granted time off with pay (as set forth in the following paragraph) for the period necessary to fulfill their civic responsibilities. Employees shall be paid the difference, if any, between the compensation they receive from the court or other public body and their wages for each day of service.

5.6 Personal Time Off

A non-probationary employee will be allowed two (2) personal days per contract year. These days shall be two twenty-four (24) hour days. These twenty-four (24) hours may be split into four (4) twelve (12) hour periods. If

these days are not used, it will be paid for in cash on the anniversary date of this Agreement. Under this provision, a personal day must be scheduled in advance. No two (2) employees on the same shift may schedule a personal day on the same date.

In the event of any conflict, the employee with greatest seniority shall have first claim on any date.

ARTICLE VI

VACATIONS

6.1 Eligibility and Allowance

Employees shall be granted an annual paid vacation for the period specified below based upon the following service requirements: (Employees have the option to use two (2) vacation days in twelve (12) hour increments.)

<u>Service Requirements</u>	<u>Vacation Period</u>
1 year, but less than 5 years	2 weeks (5 scheduled work shifts)
5 years, but less than 10 years	2 weeks and 1 shift (6 scheduled work shifts)
10 years, but less than 15 years	3 weeks and 1 shift (9 scheduled work shifts)
15 years and over	4 weeks and 2 shifts (12 scheduled work shifts)

6.2 Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's vacation period. Employees shall receive their vacation pay no later than three (3) days prior to the start of their vacation period. A vacation bonus of

fifteen (15%) percent of the monthly pay will be added to the vacation pay.

- 6.3 The practices as of the date of execution of this Agreement with respect to the selection and allocation of vacation periods shall be continued for the duration of the Agreement except that a vacation may be scheduled any time operations permit during the calendar year. It is agreed that one man on vacation from a given shift at a given time is not an operational impediment. Vacation days shall supercede personal days.

6.4 Work During Vacation Period

Vacations must be taken and cannot be accumulated from year to year. However, any employee who has ceased work and who has begun a scheduled vacation and who, by reason of an emergency requiring his services, is requested to and does work during his vacation period shall be paid for all hours at a rate of time and one half (1 1/2) his regular rate of pay. In addition, any remaining scheduled vacation (with pay) shall be rescheduled to a future period. The Fire Fighter or Officer also has the option of coming in while on vacation.

- 6.5 Any employee who resigns from the Fire Department must give not less than two (2) weeks written notice in order to be eligible to receive his accumulated vacation pay.

- 6.6 From time made available for vacation use, vacations may be scheduled in unlimited one-day increments.

ARTICLE VII

WAGES

7.1 Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement. Internal Revenue Code regulation 125 shall be applied.

ARTICLE VIII

PROMOTIONS

Language for Promotional Contract Purposes

8.1 General. Promotional testing will be administered and adhered to the "Firefighter Fair Promotional Act" and all applicable promotion laws.

8.2 Eligibility

1. A candidate must have five (5) years of employment with the Dixon Fire Department to be promoted. A candidate with less than five (5) years may still take the exam and be placed on the promotional list. Once the candidate obtains his/her five-year mark, they cannot be passed over.
2. Effective the 2010 Lieutenant promotional exam, fire-fighters must be certified to a minimum of Fire Officer I within five (5) years of accepting the position of Lieutenant.
3. Beginning in 2016, candidates will be Fire Officer I Provisional prior to taking any promotional exam, including the Captain's test.
4. Beginning in 2016, no educational points will be given for the following courses, which are requirements of Fire Officer I Provisional: Management I and II, Fire Prevention Principles, Tactics and Strategy I, Instructor I, and Firefighter III.
5. Effective 2019, all sworn officers of the Dixon Fire Department will be certified to the minimum level of Fire Officer I Provisional.
6. With the exception of an unforeseen circumstance, any officer of the Dixon Fire Department who does not obtain a minimum of Fire Officer I Provisional status within the

agreed time frame, will be demoted to firefighter status and pay.

8.3 Weights and Points

The placement of employees on promotional lists shall be based on the points achieved by each candidate on the promotional examinations.

1. Weights are as follows:
 - a. Oral - 30%
 - b. Merit - 40%
 - c. Written - 30%
2. Seniority Points would remain the same - (one point per year of service, up to a maximum of 10)
3. Educational Points - EFFECTIVE ON PROMOTIONAL TESTING

YEAR2010

Educational Points will be added to the candidates final score of all testing. Educational points must be turned into the Police and Fire Commission within the time allowed, which will be determined by the Police and Fire Commission. A maximum of ten (10) educational points will be allowed. Candidates for Captain may use a maximum of ten (10) points from the list of classes/certifications, provided that said classes were not used in the candidate's promotion to Lieutenant. Classes will be evaluated, added, or deleted during future contract negotiations.

Education Points are as follows

Saving our own	0.5
Juvenile Fire Setter	0.5
HazMat IC	0.5
Watercraft Technician	0.5
Firefighter III	1.0
Fire Apparatus Engineer	1.0
Tactics & Strategy I	1.0
Tactics & Strategy II	1.0
Instructor I	1.0
Instructor II	1.0
RIT: Under Fire	1.0
Management I	1.0

Management II	1.0
Management III	1.0
Management IV	1.0
Fire Prevention Principles	1.0
F.A.S.T.	1.0
HazMat Technician A	1.0
HazMat Technician B	1.0
Vehicle and Machinery Operations or Technician	1.0
Rope Rescue Operations or Technician	1.0
Confined Space Operations or Technician	1.0
Trench Rescue Operations or Technician	1.0
Structural Collapse Rescue Operations or Technician	1.0
Water Rescue Operations	1.0
Fireground Company Officer School	1.0
Fireground Command Officer School	1.0
Inspector I	1.0
Inspector II	1.0
Arson Investigator III	1.0
Arson Investigator I & II	2.0
Instructor III	2.0
Associate's Degree in Fire Science or Related	3.0
Bachelor's Degree in Fire Science or Related	6.0

*If the three (3) Associate's degree points are used on a promotional exam, only three (3) additional points for a Bachelor's degree may be used on additional exams. Throughout the firefighter's career only six (6) total points may be used for obtaining degrees in fire science or a related field.

*Office of the State Fire Marshal requirements must have been met for all applicable classes/certifications. For any classes/certifications that are not Office of the State Fire Marshal classes/certifications, proof of successful completion must be presented.

Article IX OVERTIME/CALL TIME/COURT TIME

- a. OVERTIME: Time and one-half (1 1/2) the employee's regular hourly rate of pay, as defined below, shall be paid for work under any of the following conditions, but

compensation shall not be paid twice for the same hours:

- 9.1.1 All work performed in excess of twenty-four (24) hours in any work shift,
 - 9.1.2 All work performed in excess of fifty-two point eight (52.8) hours in any workweek,
 - 9.1.3 An employee required to report to work before the start of his regular shift shall not be sent home early, but shall be given the opportunity to complete his regularly assigned work shift.
- 9.2 Call Time. An employee who has actually left work at the conclusion of his regular shift of work and who is called back to work shall be given a minimum of two (2) hours work or pay at the applicable rate.
- 9.3 Court Time. An employee called to testify in court by reason of his employment shall be paid a minimum of two (2) hours or his actual time, whichever is greater, at his base rate.

ARTICLE X GENERAL PROVISIONS

10.1 Non-Discrimination

The parties to this Agreement do pledge and agree that there will be no discrimination against any employee, or prospective employee, by reason of his race, creed, color, gender or national origin; and that they will mutually work to give effect to the spirit and the letter of all obligations resting upon them as responsible

participants in the community and nation, whether these obligations be ethical, moral or legal.

10.2 Bulletin Boards

the Union bulletin boards, presently in place and currently used by the Union in various locations, may be used by Union for the following purposes:

10.2.1 Recreational and social affairs of the Union,

10.2.2 Union meetings,

10.2.3 Union appointments,

10.2.4 Union elections,

10.2.5 Results of Union elections,

10.2.6 All other notices, bulletins or information require the written approval of the Chief of the Fire Department or his representative. All notices posted by the Union are the responsibility of the Union and will be signed by the official responsible for its posting. All postings will bear a down-date, and the prompt removal of the notice after this date will be the responsibility of the individual who posted the notice. These bulletin boards will not be used for disseminating any matter of a political or controversial nature.

10.3 The City shall have the right to make such reasonable rules and regulations as are necessary for the safe and efficient operation of the Fire Department and the morale of its members in the prosecution of its business.

These rules and regulations must be posted. Posting shall constitute notice to the employees of the rules. The reasonableness of any rule promulgated by the City is subject to adjudication through the grievance procedure.

There shall be no ex post facto implementation of rules; and further, they shall not be in effect until they have been posted for at least seventy-two (72) hours.

- a. If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Employer, but shall remain the property of the City. The cost of maintaining the uniform or protective clothing in proper working condition shall be paid by the Employer, except that laundering and/or dry cleaning shall be the responsibility of the employee. The minor repair and maintenance of clothing resulting from the usual wear and tear shall also be the responsibility of the employee.
- 10.5 Effective January 1, 2007 (or as soon as IRS approval is granted) in accordance with the authority of §414(h) of the Internal Revenue Code and the Pension Code, 5 ILCS §4-118.2, the City shall "pick up" Fire Fighter pension contributions required by §118.1 of the Pension Code and exclude the amount of such contributions from the employee's gross salary from which Federal and State income taxes are withheld.
- 10.6 The City retains all of its rights as an Employer which it now has under law and common law unless a specific clause of this contract expressly abridges such rights.
- 10.7 A Fire Fighter who has been attending a training program which program requires the Fire Fighter to leave the City of Dixon for a period in excess of twenty-four (24) hours, travel time included, shall be relieved from duty for the remainder of any duty shift which is in progress upon his return home.
- 10.8 A Fire Fighter who has been authorized to travel on the business of the City and which business and travel requires that he stay overnight away from his home or a fire station shall receive a per diem allowance of forty dollars (\$40.00) which shall be an allowance for the cost of meals and all other personal expenses to the Fire Fighter except his cost of transportation. The City will make lodging reservations where required and will pay the cost. A Fire Fighter who has been authorized to travel in the business of the City involving not less than eight

(8) hours travel and work in the day (but not overnight) shall receive a per diem of thirty-five (\$35.00). Mileage incurred on the above City business will be paid at the then current rate allowed by the IRS for business travel.

- 10.9 Where a Fire Fighter is engaged in training in order to update and maintain his certificate of current qualification as an Emergency Medical Technician, the City will compensate him at his usual straight time rate for those hours which coincide with assigned work shifts. Training or travel time necessary for this training outside of the hours of the employee's assigned shift hours will be paid for at the appropriate rate except for those active covered by Paragraph 10.10.

10.9.1 When a Fire Fighter attends training; other than training covered in Section 10.9 above, the Fire Fighter shall be compensated at the appropriate rate for actual time spent. To be eligible for compensation, the training must be authorized in writing by the Chief of the Department. Any injury incurred during training approved by the Chief shall be covered by Workmen's Compensation. If the Fire Fighter requests and the Chief approves voluntary training, no wages or fringes are due or owed; but if injured in the course of said training, the Fire Fighter will be covered by Workmen's Compensation.

- 10.10 All currently certified Paramedics in the Fire Department shall be paid a premium which shall be calculated in the following manner:

10.10.1 Upon becoming licensed and qualified to work on the ambulance as a Paramedic and upon each renewal or re-certification as a Paramedic, each Fire Fighter/Paramedic will present to the City a copy of that license and will be paid a premium of six percent (6%) per month added to the base wage for such period as they remain licensed and function as a Paramedic. Effective May 1, 2007 the premium will be increased to seven percent

(7%) per month and effective May 1, 2008 the premium will be increased to eight percent (8%) per month.

10.10.2 The Union agrees that the Fire Fighter will continue to perform all of the services with respect to the Paramedic function and its administration in a diligent and conscientious manner.

10.10.3 The parties agree that a Fire Fighter hired after May 1, 1988, must attain certification as a Paramedic within two (2) years of his hire date (scheduling restrictions to be accommodated). All Paramedics must maintain certification as a Paramedic in order to remain in the employ of the City as a Fire Fighter.

10.11 The City agrees that in the event its geographical area of fire protection is increased by reason of a merger of another Fire District into the City of Dixon Fire District, the Fire Fighters who were formerly a part of that merged District and who actually remain in the employ of the City of Dixon shall be covered by this Agreement. The City agrees to discuss with the Union the effects of any such merger on Department Personnel when and if such a merger should occur. The Union may participate in the City's contemplation of this matter without voice or vote.

10.12 The parties agree that there shall be a Joint Safety Committee, consisting of four (4) members, two (2) appointed by the Union and the Employer respectively. The Committee shall meet during regular working hours, upon the motion of either the Union or Employer committee members, to discuss and review the safety operations of the Fire Department. "Regular working hours" shall mean such hours as do not require the Employer to pay overtime or other premium pay. This Committee may make written recommendations on any such safety matter to the Commissioner of Public Health and Safety.

10.13 Educational Reimbursements. An employee shall be eligible for reimbursement for the cost of tuition and books for instruction received at an accredited college or university which is fire related.

(a) Each request for reimbursement shall be approved by the Fire Department Chief prior to the beginning of instruction. Such approval shall not be unreasonably denied.

(b) Approved reimbursement shall be paid only after successful completion, grade C or better, of the class and submission of proper documentation (receipt, canceled check, etc.).

(c) Reimbursements shall not be made if any employee receives reimbursement from other sources.

(d) Approved reimbursements shall be for books and tuition and shall not exceed two thousand dollars (\$2,000.00) per fiscal year per employee with a maximum of ten thousand dollars (\$10,000.00) per year for the department. Disbursement will be on a first come first served basis.

10.14 The City agrees to contribute not more than seven thousand five hundred dollars (\$7,500.00) to defray the actual cost of services and/or goods usually and customarily provided by a licensed funeral director (home) for any Fire Fighter who dies within one hundred and eighty (180) days of sustaining an injury while working in the line of duty which injury is the direct and proximate cause of the Fire Fighter's death.

a. The City agrees to provide up to four hundred dollars (\$400.00) per Fire Fighter once every three (3) years for a mutually agreed upon physical exam.

10.15 The City agrees that any employee who has achieved a

Bachelor's Degree shall receive a yearly bonus of five hundred (\$500.00). Payment will be on the first pay period in January.

10.16 Shift Staffing

The City of Dixon shall determine the staffing requirements for each shift. The City has made a administrative decision to maintain five (5) full-time sworn staff members per shift, with allowance of one (1) member off for vacation, personal, or Kelly Day etc., making minimum daily strength of four (4) members. This decision may be modified at the discretion of the City based on economic necessity. Before doing so the City shall provide written notice to the Union of any intended change and will, upon request, schedule a meeting to discuss the reasons for the change with the Union and to hear and consider the Union's response and proposed alternatives. Absent emergency, the City will not implement any change in the minimum daily strength in less than thirty (30) calendar days from the date notice given, or longer if mutually agreed by the parties.

10.17 Definition of Departmental Duties

The members of the bargaining unit shall only be required to perform those duties related to and in direct support of; fire suppression, prevention and extinguishment along with those duties related to the delivery of Emergency Medical Services. In addition, all members will be required to perform general house-keeping and general maintenance duties in the fire stations and on the grounds as well as on all fire apparatus as directed by their shift officers. Members shall be directed on occasion to operate equipment of the fire department required throughout the City for special details.

10.18 Jurisdiction and No Infringement

No employee shall be required to perform the work or duties within the work jurisdiction of any AFL-CIO trade union.

ARTICLE XI HEALTH INSURANCE BENEFITS

11.1 Plan Options. The Employer agrees to offer health and welfare coverage benefits for each full time employee. The benefits offered shall be according to the City of Dixon Plan Options as described in Appendix 2. Effective January 1, 2007 employees shall have the option to enroll in one of two (2) Plan Options:

- 1) Plan Option D as described in Appendix B;
- 2) Health Savings Account (HSA) Plan Option E as described in Appendix B.

11.2 Sharing of Insurance Premium Costs. The applicable premium costs for providing the health insurance benefits provided for under Plan Option D or HSA Option E shall be shared between the Employer and the employees as follows:

<u>Coverage Elected</u>	<u>City</u>	<u>Employee</u>
Single Premium	100%	0%
Family Premium	55%	45%

11.3 HSA Option. The savings in premium costs resulting from employees selecting the high deductible HSA Option shall be shared between the Employer and the employee. The employer will contribute twenty-seven and one half per cent (27.5%) of the premium for single coverage of Plan E, and will also contribute thirteen and one-half per cent (13.5%) of the premium for dependent coverage of family Plan E.

11.4 Other Health Insurance Benefits. The Employer agrees to pay the actual cost each month for health and welfare coverage benefits as described in Appendix B for each non-probationary employee. The contribution for such coverage will be made by the City for a full-time employee who receives a duty disability pension (Chapter 108.1/2) after the effective date of this Agreement. This contribution shall be for the employee only and shall cease upon his eligibility for Medicare. For any eligible Firefighter who retires after May 1, 1997, the City will pay one-half the cost of coverage for a retiree with twenty-five (25) years of service at 50 years of age, or with twenty (20) years of service at 55 years of age, until he is eligible for Medicare. Such an employee must not have or be eligible for any other group health insurance. If the employee retires before 50, or 55 (as applicable) years of age, he must stay on the group plan and pay the entire cost of the premium until he attains 50, or 55 (as applicable) years of age.

Subject to health plan selection, a prescription drug card will be provided each covered employee. Where the employee has provided for dependent coverage, the cost of that coverage will be deducted and remitted to the insurance company. The \$25,000 life insurance and \$25,000 accidental death plan provided by the City will continue at the expense of the City. The Union understands and agrees that the City may provide these benefits by any means including self-insurance. If it becomes necessary to increase the employee contribution for dependent coverage, the experience and financial data supporting that increase will be supplied to the Union upon request.

The City agrees to provide fully paid health insurance for the surviving spouse and/or children of any Firefighter who dies as a result of the lawful performance of his duties, consistent with the insurance coverage provided other bargaining unit employees. This shall include the child(ren) of the deceased who is not yet born at the time of the employee's death. Dependent children shall be eligible for this continued coverage until the age determined by the insurance carrier's policy with the City of Dixon.

ARTICLE XII

STRIKES AND LOCKOUTS

- 12.1 There shall be no lockout of employees instituted by the Employer during the term of this Agreement.
- 12.2 There shall be no strike of any kind during the terms of this Agreement.

ARTICLE XIII

SENIORITY

13.1 Definition

Seniority means an employee's length of continuous service with the Employer since his last date of hire.

13.2 Probation Period

New employees shall be added to the seniority list one (1) year after their date of hire in the Fire Department. During this period of probation, no grievance may be filed by such employee, or on his behalf, regarding his discharge or other discipline.

13.3 Seniority Lists

Once each year the Employer shall post on all bulletin boards a Seniority List showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The Seniority List shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

13.4 Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for a just cause, and retirement.

ARTICLE XIV

GRIEVANCE AND ARBITRATION

14.1 If any difference should arise, an earnest effort shall be made to settle it in the manner described below, provided that no grievance shall be processed in any step (including arbitration) if the aggrieved employee, or any employees, are engaged in a strike in violation of this Agreement.

14.2 Union Grievance Representation

Union grievance representation will consist of a committee of no more than two (2) members of the bargaining group (who have at least one (1) year's seniority) and may be elected or selected at the

discretion of the Union.

14.3 City Grievance Representation

The City will be represented in the various steps of the grievance procedure as follows:

Step 1 - Captain or his representative

Step 2 - Fire Chief or his representative

Step 3 - City Commissioners or their representative

14.4 A grievance is defined as an allegation that the City has violated this Agreement.

14.5 A grievance protesting the discharge of an employee or the discipline of an employee by loss of work time shall be initiated at Step 2 of this procedure as described in Section 7 of this Article. Such grievances must be filed within two (2) days (Monday through Friday) of the time the Union or the employee knows of the City's action in order to be valid and subject to the provisions of this Article and Agreement.

14.6 No grievance shall be valid unless it is filed within one (1) calendar week of the time that the Union or the employee knows or should have known of the alleged contract violation.

14.7 Grievance Steps

Step 1--Any employee may discuss a grievance with his Captain and he may, if he desires, be represented in such discussion by his Steward. If the

employee elects to present his own case, the Steward will be notified and may be present to observe. The Captain will answer the grievance within three (3) business days. Any settlement shall not be inconsistent with this Agreement.

Step 2--If the employee desires that the grievance be processed further, the grievance must be reduced to writing showing the Article and Section

alleged violation and the relief sought on a form mutually agreed upon, dated, and signed by both the employee and his Steward, and be filed with the Captain for referral to the Fire Chief. The Fire Chief shall arrange for a meeting with the Union Grievance Committee within five (5) business days after the date of filing. The Fire Chief will answer the grievance within five (5) business days from the date of that meeting.

Step 3--An appeal from the Step 2 answer may be made by the Union Grievance Committee by filing a written appeal with the Fire Commissioner and his representative. The Commissioner of Public Health and Safety and/or his representative shall arrange a discussion of the grievance with the Grievance Committee and the Business Agent and/or representative of the International Union. The Commissioner of Public Health and Safety and/or his representative will answer the grievance within ten (10) business days following his receipt of the grievance at Step 3.

14.8 Grievance Settlement

Any grievance not appealed to the next succeeding step in writing and within five (5) business days of the City's last answer will be considered settled on the basis of the City's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases) by unilateral notice in writing, extend this time limit not to exceed a total of thirty (30) days for the particular grievance.

14.9 If a dispute is not resolved through the grievance procedure as outlined in Section 7, a grievance as defined in Section 4 of this Article may be referred to arbitration within thirty (30) days after the third (3rd) step meeting, excepting discharge cases, discipline cases, and similar matters involving City financial liability which shall be appealed to arbitration within ten (10) business days after the third (3rd) step meeting. Any grievance not appealed within the time limits expressed above will be considered settled on the basis of the City's last answer.

- 14.10 At the time the grievance is advanced to arbitration, the employee or the Union shall present to the City a statement of the issue, the remedy sought, and a brief statement for the basis of the claim, including the basic facts giving rise to the claim and the Article and Section of the contract alleged to be violated. The parties will submit a written, agreed upon statement of the issue to be decided to the Arbitrator at the time of his appointment, or they will inform him at that time of their inability to agree on the issue, and each party will submit to the Arbitrator and the other party his definition of the issue. No briefs or argument will be filed with such statement of issue.
- 14.11 If the parties cannot agree on a statement of the issue or issues, the Arbitrator will hear testimony and argument from both parties on this point at the first meeting of the Arbitrator and the parties before proceeding with the hearing. He will then state the issue for the parties. Unless both parties request that the hearing proceed at once, it will be adjourned for not less than five (5) days, nor more than ten (10) days.
- 14.12 The City will, upon receipt of a demand to arbitrate from the Union, promptly request the American Arbitration Association to submit a panel of five (5) members from which the parties will alternately strike names; the last remaining individual shall be Chairman of the Arbitration panel which shall consist of three (3) members; one (1) each appointed by the City and by the Union, whose expenses shall be borne by the parties appointing them, and the Chairman, whose expenses shall be borne as set forth in Section 16 of this Article. The parties may waive the tri-partite panel at their mutual pleasure for any particular Grievance.
- 14.13 All decisions of the majority of the Arbitration panel shall be final and binding on the parties.
- 14.14 In the conduct of any arbitration under this Article, the rules and procedures governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this

Article.

- 14.15 The Arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of the Agreement or its intent.
- 14.16 There shall be a court reporter present at the hearing of any arbitration hereunder. A record shall be provided to the Chairman of the arbitration panel, the City and the Union. The cost of the record and the fees and expenses of the Chairman of the arbitration panel shall be borne equally by the parties.
- 14.17 The Arbitrator shall render his decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing.
- a. The Arbitrator shall support his findings with a written opinion. His decision and opinion shall be based solely on and directed to the issue before him. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the Award.

ARTICLE XV

UNION ACTIVITIES

- 15.1 Union activity within City facilities shall be restricted to collective bargaining under this Agreement. The Union shall not engage in Union activities on City time or its property which will interfere with assignments or duties.
- 15.2 Members of the Grievance Committee shall ask for and obtain permission before leaving their jobs in order to conduct Union business. Members of the Grievance Committee will ask for and obtain permission from the Captain of any employee with whom he wishes to carry on Union business.

ARTICLE XVI

DURATION AND AMENDMENT

- 16.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right are set forth in the Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any matter not specifically referred to or covered in this Agreement, even though such matters or subjects may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except that the parties may voluntarily discuss any problem related to the wages, hours, or working conditions either under the agency of the grievance procedure or by special request.
- 16.2 It is further agreed that when this contract is signed, same shall be in effect from the first (1st) day of May, 2009, to the thirtieth (30th) day of April, 2010, and from year to year thereafter unless written notice is given by either party to the other on or before sixty (60) days prior to April 30, 2010, or the same date of any subsequent year, requesting that this Agreement be amended or terminated.
- 16.3 This contract shall remain in force for the term specified above and during the period for negotiations for amendments to this Agreement or a new Agreement with the Union. It is recognized that during this period the parties may take advantage of the processes of mediation, fact finding, or other sources of conciliation. It is agreed that during the period of negotiations for a new or amended Agreement, this contract shall remain in full force and effect, and whatever date the new or amended Agreement is negotiated and executed its provisions with respect to salaries only shall be made retroactive to the termination date of this Agreement.

ARTICLE XVII

SEPARABILITY

17.1 Application of Law

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 state or federal 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.

17.2 Limited Re-Opener

Such negotiations meeting(s) shall be held as soon as is reasonably possible and the parties will diligently pursue the matter thereafter to a conclusion or until either party presents the matter to arbitration as provided in Article XIII of the Agreement.

FOR THE UNION

FOR THE CITY

B. Storch
David R. King

D. P. Storch
Rita A. L. L. L.
JOSE
John H. Kelly
Thomas M. Kelly

APPENDIX A

WAGES

Section 1 The Classification of Lieutenant shall receive a differential of eleven percent (11%) per month above the classification of Fire Fighter. Any employee advanced to the rank of Lieutenant shall receive the base rate of his new classification upon promotion.

Section 2 The classification of Captain shall receive a differential of fifteen percent (15%) per month above the classification of Fire Fighter. Any employee advanced to the rank of Captain shall receive the base rate of his new classification upon promotion.

Section 3 A) No employee hired or appointed after the effective date of this Agreement shall be paid less than \$1308.58 by-weekly which will be considered as the hiring rate for the classification of Fire Fighter. It is understood and agreed, however, that the City may employ a new employee in that classification at any bi-weekly salary higher than \$1308.58 at its sole pleasure so long as the amount coincides with a given step in the progression.

B) It is agreed that the training and progression time for the Fire Fighter classification shall be four (4) years.

C) Wage progression step dates shall be May 1 and November 1 regardless of date of entry into the step and increases granted there under shall be effective on those dates. Any employee who is absent from active employment for more than one half (1/2) of the work days in any step may not be advanced to the next step until he has remained on his present step through the next progression date.

Section 4 Any employee that is certified as a paramedic shall receive six percent (6%) increase of fire fighter base added to the step position of the employee.

Effective May 1, 2007 this percentage will change to seven percent (7%) and effective May 1, 2008 this percentage will change to eight percent (8%).

1 2 3 4

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Plan E		
	City Contribution	Employee Contribution
\$ 356.00	\$ 356.00	\$ -
HSA Deposit/Single 27.5%	\$ 97.90	
HSA Deposit/Dep. 13.5%	\$ 81.68	
	55%	45%
\$ 605.00	\$ 332.75	\$ 272.25
\$ 961.00	\$ 868.33	\$ 272.25

City's Share Addl. HSA Contributions:

Total HSA Contribution/Single	\$ 97.90
Total HSA Contribution/Dep.	\$ 179.58

APPENDIX C

SIDEBAR LETTER OF AGREEMENT BETWEEN CITY OF DIXON AND INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

5/1/11 – 0% Wage Increase; 1 year contract:

“Me Too” for fire with other city union and non-union on wages;

APPENDIX A

EFFECTIVE 5/1/10

POSITION FIREFIGHTER EFFECTIVE 5/1/09 0.50%	PERIOD	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	BASE
	ANNUAL	\$34,023.08	\$35,851.66	\$37,681.28	\$39,509.60	\$41,339.74	\$43,169.10	\$44,998.72	\$46,828.08	\$48,659.52
	BI-WEEKLY HOURLY	\$1,308.58 \$12.37	\$1,378.91 \$13.04	\$1,449.28 \$13.70	\$1,519.60 \$14.37	\$1,589.99 \$15.03	\$1,660.35 \$15.70	\$1,730.72 \$16.36	\$1,801.08 \$17.03	\$1,871.52 \$17.69
FIREFIGHTER/ PARAMEDIC 8%	PERIOD	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	BASE
	ANNUAL	\$37,915.80	\$39,744.38	\$41,574.00	\$43,402.32	\$45,232.46	\$47,061.82	\$48,891.44	\$50,720.80	\$52,552.24
	BI-WEEKLY HOURLY	\$1,458.30 \$13.79	\$1,528.63 \$14.45	\$1,599.00 \$15.12	\$1,669.32 \$15.78	\$1,739.71 \$16.45	\$1,810.07 \$17.11	\$1,880.44 \$17.78	\$1,950.80 \$18.44	\$2,021.24 \$19.11
FIREFIGHTER W/10 YEARS	PERIOD	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	BASE
	ANNUAL	\$34,509.80	\$36,338.38	\$38,168.00	\$39,996.32	\$41,826.46	\$43,655.82	\$45,485.44	\$47,314.80	\$49,146.24
	BI-WEEKLY HOURLY	\$1,327.30 \$12.55	\$1,397.63 \$13.21	\$1,468.00 \$13.88	\$1,538.32 \$14.54	\$1,608.71 \$15.21	\$1,679.07 \$15.87	\$1,749.44 \$16.54	\$1,819.80 \$17.21	\$1,890.24 \$17.87
FIREFIGHTER				FIREFIGHTER	\$1,871.52					
PARAMEDIC				1%	\$1,890.24					
DIFFERENCE				DIFFERENCE	-\$18.72					
FIREFIGHTER W/PARAMEDIC W/10 YEARS	PERIOD									
	ANNUAL	\$53,038.96								
	BI-WEEKLY HOURLY	\$2,039.96 \$19.29								
FIREFIGHTER W/PARAMEDIC W/15 YEARS	PERIOD									
	ANNUAL	\$53,525.68								
	BI-WEEKLY HOURLY	\$2,058.68 \$19.46								
OFFICERS W/PARAMEDIC	PERIOD	LIEUTENANT	CAPTAIN			OFFICERS	PERIOD	CAPTAIN		
	ANNUAL	\$57,904.79	\$59,851.17			W/10 YEARS	ANNUAL	\$56,931.89		
	BI-WEEKLY HOURLY	\$2,227.11 \$21.06	\$2,301.97 \$21.76				BI-WEEKLY HOURLY	\$2,189.69 \$20.70		
W/PARAMEDIC & W/10 YEARS	PERIOD									
	ANNUAL	\$58,391.51	\$60,337.89							
	BI-WEEKLY HOURLY	\$2,245.83 \$21.23	\$2,320.69 \$21.94							
W/PARAMEDIC & W/15 YEARS	PERIOD									
	ANNUAL	\$58,878.23	\$60,824.61							
	BI-WEEKLY HOURLY	\$2,264.55 \$21.41	\$2,339.41 \$22.12							