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LABOR AGREEMENT

BETWEEN

THE CITY OF FOREST PARK

AND THE

FOREST PARK FIRE FIGHTERS ASSOCIATION

LOCAL #3024 I.A.F.F.

EXPIRATION: DECEMBER 31, 2015

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Preamble

This Agreement is entered into by and between the City of Forest Park, Ohio, hereinafter referred to as the "City" and the Forest Park Fire Fighters Association, Local 3024 I.A.F.F. hereinafter referred to as the "Union".

Definitions

For the purposes of this Agreement the term member or employee shall mean a permanent, full-time, employee of The City of Forest Park, working in the Fire Department, in a job classification as firefighter, who, is represented by the Union.

The term "other department employee(s)" shall mean personnel assigned to the fire department and not represented by the Union. These include but are not limited to the Fire Chief, Assistant Fire Chief, any clerical, administrative, and/or part-time personnel regardless of rank, position, title or hours worked. The male pronoun or adjective where used refers to female also, unless otherwise indicated.

Article I. Recognition

The City recognizes the Forest Park Fire Fighters Association, Local 3024 I.A.F.F. as the sole and exclusive representative and bargaining agent of all of its employees in the bargaining unit set forth in Appendix I of this Agreement for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

EXCLUDED ARE ALL MANAGEMENT LEVEL EMPLOYEES, THE FIRE CHIEF AND HIS ASSISTANT(S), PART-TIME EMPLOYEES, CASUAL, SEASONAL AND STUDENT EMPLOYEES, AND ANY OTHER EMPLOYEE(S) EXCLUDED BY CHAPTER §4117 OF THE REVISED CODE. PERSONS EMPLOYED IN THE POSITION OF FIRE RECRUIT ARE EXCLUDED FROM THE UNIT UNTIL SUCH TIME THAT THE PERSON ACQUIRES A 240 CERTIFICATION, AND AN EMT CERTIFICATION. SHOULD THE EMPLOYER CREATE A "NEW POSITION" IN THE BARGAINING UNIT OR RECLASSIFY A POSITION PRESENTLY IN THE BARGAINING UNIT, THE EMPLOYER SHALL MEET WITH THE UNION TO NEGOTIATE APPLICABLE WAGES, HOURS, AND CONDITIONS OF EMPLOYMENT.

Article II. Management Rights

Unless the City has specifically set forth in this Agreement a limitation upon the Councils or the City Manager's right or duty to manage the City of Forest Park, the City shall retain all rights imposed upon it by law to carry out the administration of government and management of the City. The right to manage shall include, but not be limited to:

A. The right to direct, supervise, hire, promote, transfer, assign, schedule, and retain employees, and also to suspend, discipline, and discharge for just cause.

B. The right to relieve employees from duty, and to determine the number of personnel needed in any agency or department, or to perform any function, determine services to be rendered, operations to be performed, utilization of technology and overall budgetary matters.

C. The right to purchase equipment, materials, or services, or to subcontract for services.

D. The right to determine the appropriate job classifications and personnel by which government operations are to be conducted, determine the overall mission of the unit of government, maintain and improve the efficiency and the effectiveness of government operations.

E. The right to make reasonable rules to regulate the workforce, establish and amend personnel policies and procedures relating to any matter which is not specifically set forth in this Agreement.

F. The right to take any necessary actions to carry out the mission of the City in situations of emergency and take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.

Article III. Non-Discrimination

The City and the Union agree that there shall be no discrimination against any employee relating to employment on the basis of race, color, creed, national origin, age, gender or handicap. The parties further agree that there shall be no discrimination in regard to membership or non-membership in the Union or because of participation or non-participation in any lawful activity on behalf of the Union.

Article IV. Dues Deduction

The City agrees to deduct from the pay of employees Union dues in equal amounts as certified by the Union upon receipt of a written authorization executed by the employee for that purpose. The Union agrees to hold the City harmless from all claims or lawsuits arising out of the deduction of such dues.

The City agrees that employees in the **BARGAINING** unit who are not members of the Union shall after sixty (60) days from the date of hire pay to the Union a fair share fee. This arrangement does not require any employee to become a member of the Union nor shall fair share fees exceed dues paid by members of the Union who are in the same bargaining unit. The deduction of a fair share fee by the City from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

Failure to pay the fair share fee shall be the basis for legal action against the non-member by the Union. Nothing contained herein shall be construed to require that any employee become a member of the Union. The Union agrees to comply with all requirements of O.R.C. 4111-09 pertaining to dues and/or fair share fees.

The Union agrees to save the City, its agents, employees and officials, harmless from any and all costs, including witness fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense or any Liability resulting from the prosecution or defense of any action or inaction, maimed or otherwise, to which the Employer may be liable by virtue of the provisions of this Article.

Article V. Probationary Period

Newly hired employees must serve a probationary period. The probationary period for newly hired employees will be one (1) year from date of hire. After successful completion of the probationary period, employees shall be credited with seniority and sick leave from the first day of hire, and shall receive the benefits provided by this Agreement.

A PERSON EMPLOYED AS A FIRE RECRUIT IN THE CITY'S FIRE RECRUIT PROGRAM SHALL BE DEEMED TO BE A PROBATIONARY EMPLOYEE IF THE EMPLOYEE FAILS TO ACQUIRE PARAMEDIC CERTIFICATION WITHIN THE TIME PERIOD FIXED BY THE FIRE RECRUIT PROGRAM IRRESPECTIVE OF WHETHER THE PERSON HAS SERVED MORE THAN ONE YEAR.

NEWLY PROMOTED EMPLOYEES SHALL SERVE A PROBATIONARY PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF PROMOTION. IN THE EVENT AN EMPLOYEE FAILS TO QUALIFY AND IS REDUCED TO HIS/HER PRIOR CLASS POSITION, HE/SHE SHALL BE PAID AT THE ESTABLISHED SALARY FOR THAT POSITION.

Article VI. Employee Responsibility

The Union recognizes that the delivery of essential municipal services in the most efficient and effective manner is of paramount importance and interest to both the City and the Union. Maximized service to the community is recognized to be a mutual desire of both parties within their respective roles and responsibilities. Work procedures, schedules and assignments for improving services may be established and/or revised from time to time in accordance with the Management Rights provision of this Agreement, so long as no right guaranteed under this Agreement is violated. Each employee covered by this Agreement has the primary responsibility to render his utmost in efficient service to the City.

Article VII. Grievance Procedure

A grievance is defined as an allegation that the terms of this written Agreement have been violated. Resolution of grievances shall be pursued in accord with the following steps:

Step One:

An employee who has a grievance may discuss the grievance with his immediate supervisor if an oral discussion would be conducive to resolving the matter. An oral discussion will, however, not relieve the employee from the obligation of filing a written grievance within the time period set forth herein. A grievance shall be reduced to writing and set forth the details of the grievance (i.e. the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested), and shall be submitted to the employee's immediate ~~superior~~**SUPERVISOR** within ten (10) calendar days after the event which is the cause of the grievance. The day following the date of occurrence shall be considered the first day of the ten (10) day period. The immediate ~~superior~~ **SUPERVISOR** should give his answer in writing to the employee within five (5) calendar days after the grievance was presented to him.

Step Two:

If the grievance is not resolved at Step One to the satisfaction of the employee, it shall be presented to the employee's department head within five (5) calendar days of the decision of the ~~superior~~**SUPERVISOR** at Step One. If the ~~superior~~**SUPERVISOR** has failed to respond at Step One, the grievance must be submitted to the department head within twenty (20) days of the date of the occurrence-giving rise to the grievance. The department head should answer the grievance in writing within ten (10) calendar days of the date of the receipt of the grievance.

Step Three:

If the employee is not satisfied with the resolution of the grievance by the department head, he may submit the grievance to the City Manager. The grievance shall be presented to the City Manager within ten (10) days of the date of the department head's reply, or if the department head has failed to reply, within forty (40) days of the date of the occurrence giving rise to the grievance. The City Manager, or a representative appointed by the City Manager, shall conduct a grievance hearing within ten (10) days of the receipt of the grievance. The employee has the right to be present at this hearing and has the right to be represented by a person of his choice. If the grievance hearing is scheduled during an employee's working hours, he will be relieved from duty without loss of pay in order to attend the grievance hearing. The City Manager's decision shall be based upon the written provisions of this Agreement.

Step Four (Arbitration):

Should an employee, after receiving the written answer to his grievance at Step Three of the grievance procedure still feels that the grievance has not been resolved to his satisfaction, he may request that it be heard before an arbitrator. The Union must make application to the City Manager for arbitration within fourteen (14) calendar days of receipt of the written answer from the City Manager at Step Three. Only the Union may authorize an appeal to arbitration, and its decision, based on the facts presented, shall be binding on the employees covered by this Agreement. Upon request, the Union will furnish the City appropriate certification that the appeal has been duly authorized.

Selection of Arbitration:

Within fourteen (14) calendar days following the City Manager's receipt of the Union's application for arbitration, the City Manager and the Union shall by joint letter request the Federal Mediation and Conciliation Service to submit a panel of five arbitrators to the City and the Union. An arbitrator will be selected by the representatives of the parties by alternately striking names and selecting the final remaining name. The Union shall strike then the City and continue alternately striking thereafter.

Authority of Arbitrator:

The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing testimony from both parties, and applying the rules of the F.M.C.S. It is expressly understood that the ruling and decision of the arbitrator, within his function as described herein, shall be final and binding upon the parties. The arbitrator shall have no authority to add to/delete from, or modify the terms of this Agreement but may interpret and apply it. The arbitrator shall have the power to issue subpoenas to compel attendance of witnesses.

Arbitration Costs:

The fee of the arbitrator and the rent, if any, for the hearing shall be borne by the losing party. In the event of a split decision by the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing shall be equally split between the City and the Union. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fee of a court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. An employee of the City who is required to testify at the hearing shall be released from his regularly scheduled assignment, if on duty, to testify at the hearing.

The arbitrator shall render in writing his findings and award as quickly as possible after the hearing, and shall forward such findings and award to the office of the City Manager and the Union. The award, if in favor of the grievant, will be implemented by the City.

Time Limits:

The time limits set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such time restrictions are waived, they shall be strictly applied.

Any failure on the part of the grievant or the Union to comply with the time limits of this Article shall be deemed as a withdrawal of the grievance.

IN THE EVENT THAT A SUPERVISOR IS NOT AVAILABLE DUE TO ILLNESS OR VACATION, THEN A GRIEVANCE MAY BE PRESENTED TO THE NEXT OFFICER IN HIGHER RANK.

Any failure on the part of the City to comply with the time limits of this Article shall be deemed a denial of the grievance, allowing the grievance to be submitted to the next step and/or arbitration.

Employees shall be free from reprisal for exercising their rights under this grievance procedure.

Provisions of this Article shall apply only to grievances filed after the effective date of this Agreement.

Article VIII. City Union Meetings

As the City and the Union recognize that issues may arise which are not properly the subject of the grievance procedure. In order to deal with these matters, the City and the Union agree to establish a Labor Management Committee consisting of two (2) members from each group. The Committee shall meet periodically, but not more than once a month, at a time mutually agreed upon by both parties and shall discuss matters, which are of concern to each or either party.

Article IX. Discipline

Scope:

This Article is intended to clarify the administrative process to be followed in the disciplinary process for any discipline that could result in suspension discharge and reduction in pay or rank, prior to the commencement of the grievance procedure. All penalties, as set forth herein, may be appealed through the grievance procedure beginning at Step Three.

Investigation of Misconduct:

The City may conduct investigations of alleged misconduct by an employee and may require a member of the bargaining unit to submit written reports, either by general or specific order. A member of the bargaining unit must, upon direction of the Fire Chief or his designated representative, respond completely and truthfully to all questions asked of him which relate to the alleged misconduct. A member shall be entitled to a bargaining unit representative at this stage. The responses by the employee, either written or oral, shall be subject to the following:

A. Reports or responses to questions may be used only in the application of administrative justice and may not be used at any stage at any criminal proceedings against the employee.

B. The reports and responses may be used by the City in taking appropriate actions and in defending such actions with respect to discipline or discharge of the employee.

C. Failure by an employee to complete the report or to respond to a relevant question may be deemed refusal and may result in disciplinary action.

Minor Violations:

In the interest of fair and expeditious corrective action, an employee who has allegedly committed a violation of a minor nature relating to his performance may be interviewed by the City prior to oral correction and administrative counseling of the employee.

A disciplinary counseling is a corrective action for a minor violation, and is an official action of record and shall be noted as such by a supervisor. Such disciplinary counseling may be used in subsequent progression of discipline. However, disciplinary counseling noted eighteen (18) months prior to any administrative hearings are to be treated as confidential and shall not be considered in determinations for future disciplinary actions with the exception of repeated violations of the same rule, regulation, and/or procedure demonstrating a continuing course of conduct which may be considered for future serious disciplinary action for up to five (5) years prior to any administrative hearing.

The principles of progressive disciplinary action will be followed with respect to minor offenses. The progression, where appropriate, will at least include disciplinary counseling, and a suspension for the same or related offense prior to dismissal.

Disciplinary counseling's are appealable through the grievance procedure and shall be deemed resolved in accord with the answer of the City Manager, and shall not be subject to arbitration.

Serious Violations:

A formal charge of misconduct shall be in written form and shall clearly state the violation allegedly committed by the employee. When an employee is charged with misconduct which may result in suspension, reduction, or dismissal, he shall be given, twenty-four (24) hours prior to any administrative conference or hearing, a written copy of the charges setting forth the allegations against the employee.

Appeal:

After completion of any administrative appeals under the preceding sections, an employee may appeal further using the grievance arbitration procedure. Any person so appealing shall waive any civil service remedies. Arbitration shall be the exclusive means by which an employee may appeal a disciplinary action under the grievance procedure.

Right of Representation.

When a supervisor schedules an employee for an investigative conference for the purpose of determining whether or not the employee has committed an infraction, which could result in a disciplinary action of record (disciplinary counseling, suspension or dismissal) the employee has the right to be represented at such conference by a Union Representative. An investigative conference is a meeting between an employee and his supervisor at a prescribed time and place after the occurrence of the alleged offense. An on-the-spot interview is an exception to this definition. If during the course of any inquiry, the witness is deemed to be a subject of possible disciplinary action, he shall be advised of his right to representation and the inquiry shall cease pending his decision to have a representative. Such inquiry cannot be delayed more than twenty-four (24) hours because of a request for representation.

Relieved from Duty – Administrative:

An employee relieved from duty pending an administrative conference or hearing on departmental charges will continue to receive pay if capable of performing duty.

Prohibited Disciplinary Actions:

An employee who has completed probation cannot be returned to probationary status as a disciplinary measure.

Personnel Files:

Every employee shall be allowed to review the contents of all of his or her personnel files at all reasonable times, upon written or verbal request. An employee's personnel file shall be considered confidential, subject to the provisions of Ohio Revised Code §149.43 and any controlling court decision during the life of the contract.

For the purposes of this section, "personnel file", means the official employee personnel file in the custody of the City Manager or his designee.

Each notation of disciplinary action taken with respect to an employee shall remain in the personnel file unless such action is subsequently reversed or dismissed, in which case, the notation shall be expunged.

Unsubstantiated allegations of misconduct which did not result in disciplinary action noted of record in the personnel file shall be removed from the personnel file.

Records of prior violations, which resulted in disciplinary counseling(s), or a suspension of less than five (5) days, which remain in an employee's file for more than five (5) years, shall not be considered as establishing a pattern of misconduct, and shall not be considered in assessing a penalty for a current offense.

Records of prior serious violations, which remain in an employee's file for more than five (5) years, shall not be considered as establishing a pattern of misconduct and shall not be considered in assessing a penalty for a current offense.

Article X. Drug Testing

1. **Drug and Alcohol Use Prohibited**. To insure that employees work under safe conditions that are not beyond the normal hazards inherent in the workplace, employees are prohibited from using, possessing, manufacturing, carrying, giving, selling, purchasing, negotiating, trafficking, soliciting for sale, or delivering to another person alcohol or illegal drugs while at work or while on the Employer premises. Employees are also prohibited from reporting or attempting to work when they are under the influence of alcohol or illegal drugs. This policy applies to all Fire department employees.

Deleted:

2. **Drug and Alcohol Testing**. Employees may be required to submit to drug and/or alcohol testing: upon reasonable suspicion or whenever he or she is involved in an on duty accident.

a. "Reasonable Suspicion" for testing exists when the employee's appearance, actions, or observable conduct suggests that the employee is, or may be, under the influence of drugs and/or alcohol, or have a drug and/or alcohol problem that is interfering with his or her job performance. Examples that may trigger testing for reasonable cause include, but are not limited to: slurred speech, bloodshot eyes, odors of alcohol or drugs, uncoordinated movements or tremors, changes in personality, significant decline in job performance or judgment, or other similar issues.

b. An "on duty accident" is an event which results in an injury to any person that requires professional medical treatment beyond first aid, or which results in significant damage to Employer property. An employee will be tested for drugs and alcohol if he or she is involved in an accident where the employee's action or inaction is or may be a factor in the accident.

c. All Drug and Alcohol screening tests will be performed by a health care institution or laboratory certified pursuant to U.S. Department of Health and Human Services (USDHHS) standards for drug and alcohol testing. The procedures utilized by the Employer and testing laboratory shall follow standards as set forth in 49 C.F.R. Part 40 and as may be modified from time to time In the event that the DOT significantly modifies its drug testing procedures or standards, either party may request collective bargaining to negotiate changes in this Article. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or equivalent. The procedures utilized by the Employer and the testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the

prescribed testing procedures. The refusal of an employee to submit to testing shall be treated as if the employee tested positive.

d. The results of the testing shall be delivered to the Employer and the employee tested in accordance with this Article. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods.

The employee shall provide a signed release for disclosure of the testing results. The Medical Review Officer (MRO) shall notify each employee who has a confirmed positive test that the employee has seventy-two (72) hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

If the analysis of the split specimen fails to reconfirm the positive results of the original test or if the split specimen is unavailable, inadequate for testing or un-testable, the MRO shall cancel the test and report the cancellation and reasons for it to the Employer and the employee and the Employer shall deem the test as negative. A positive result of a blood alcohol concentration of .04% or above or a positive drug test shall entitle the Employer to proceed with sanctions as set forth in this article

e. If a drug or alcohol test comes back as "diluted," the employee shall be subject to a re-test without notice in the 30 days following the receipt of the results of the first test. If the second test also comes back diluted, it will be treated as a positive test.

3. **Rehabilitation**.

If the testing pursuant to this Article produced a positive result the Employer may require the employee to participate in a rehabilitation or detoxification program. An employee required to participate in a rehabilitation or detoxification program shall be allowed to use such paid time as they have accrued for the period of the rehabilitation or detoxification program if time off for such program is necessary. If no such leave credits are available, the employee may be placed

on medical leave of absence without pay for the period of the rehabilitation or detoxification program.

Such employee, upon return to work, may be subject to periodic retesting, to maximum of five (5) tests, for a period of one (1) year. Any employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits. Any positive test after rehabilitation shall result in termination. Only one opportunity for rehabilitation shall be allowed before termination.

The provisions of this Article are not directed to discourage employees to seek assistance for substance abuse issues. In the event an employee reports to the Employer or the Employer discovers that an employee has placed himself into a rehabilitation or detoxification program prior to being required to submit for drug/alcohol testing as specified within this Article or to admit that he may have a drug or alcohol problem and request assistance prior to being requested to submit, the employee shall not be subject to discipline, as set forth in this Article.

Article XI. No Strikes

The Union agrees that during the term of this Agreement there shall be no strikes, work stoppages, slow downs, picketing, job actions, including any concerted effort to use sick leave for the purpose of withholding services, or other cessation of the full and faithful performance of duties for any purpose whatsoever. In the event of any such concerted activity, Union officers and representatives will continue to carry out their duties as employees and will take positive action to bring the concerted activity to an end.

Article XII. Seniority

Seniority shall be defined as the length of continuous, permanent, full-time service from the employee's date of hire in the Fire Department bargaining unit as a member. Seniority shall not be available to employees during their probationary period, but shall be retroactive to the date of hire upon successful completion of the probationary period.

Seniority shall be lost when an employee:

(a) Resigns

(b) Is discharged

(c) Is laid off and not recalled within one (1) year

(d) Is off the payroll for any reason whatsoever except military service, for one (1) calendar year.

Article XIII. Hours-Of Work

Within ninety (90) days of execution of this agreement, the City and Local 3024 will submit these issues surrounding a call-in procedure to the Labor Management Committee for development of a call-in procedure for overtime and this agreed-upon procedure will be reduced to writing as a memorandum of understanding.

The normal 40 hour work week shall be five (5) eight (8) hour work days and two (2) off days or four (4) ten (10) hour days and three (3) off days, except as provided in Section 2 of this article.

Employees may be assigned to a rotating workweek, in which the employee's off days change according to a predetermined schedule.

Overtime will be paid at a rate of time and one-half the employee's regular rate of pay. In order to be paid at an overtime rate, the employee must work more than 40 hours per week or more than 8 hours in any 24-hour period unless assigned to the tour system. Sick leave is not considered as time worked when determining eligibility for overtime. Any time an employee is requested to report for work and is not scheduled for work at that time, he will be paid a minimum of 2 hours at the rate to which he is entitled.

Section 2. Tour System:

Employees may be assigned to a twenty-four (24) consecutive hour tour according to schedules prepared by the Chief. The average workweek of an employee working on the basis of a 24-hour duty tour shall be fifty-two (52) hours.

For employees assigned to a 24-hour tour, overtime shall be paid at a rate of time and one-half the employee's tour system (52 hours per week) rate of pay. In order to be paid at an overtime rate, the employee must work more than 156 hours in a twenty-one (21) day work period. Sick leave is not considered as time worked when determining eligibility for overtime.

Members shall receive a Kelly Day every (14th) tour. Kelly Days shall be twenty-four (24) hours off without loss of pay. Members shall select a Kelly Day Scheduled according to seniority. Each member must select a different schedule. This schedule is made in order to comply with the Fair Labor Standards Act.

In compliance with Section 7(K) of the Fair Labor Standards Act, the City hereby establishes a twenty-one (21) day work period or cycle. Hours of work, which exceed 156 hours in a twenty-one (21) day cycle, shall be treated as overtime and be compensated at the rate of time and one-half the employee's fifty-two (52) hour rate of pay.

Call-In Pay:

Any time an employee is requested to work and is not scheduled to work at that time, he will be paid a minimum of two (2) hours at the fifty-two (52) hour rate, or the rate to which he is entitled.

Call-In Procedure:

As a means of rotation, whenever a call-in is available, the overtime may be offered to each of the Career employees going off shift, first to the employee who stands lowest in accumulated overtime hours. In the event that two (2) or more employees have the same number of accumulated overtime hours, then the available overtime shall be offered first to the person having the highest seniority. If neither of the employees currently on shift wish to continue then a call-in will take place, overtime offered first to the employee who stands lowest in accumulated overtime hours. In the event that two (2) or more employees have the same number of accumulated overtime hours, then the available overtime shall be offered first to the person having the highest seniority. If an overtime opportunity is lost due to an error in the above procedure, the affected employee will be entitled to the next overtime opportunity.

MEMORANDUM

Forest Park
Fire Department

TO: Forest Park Fire Department

FROM: Alfie Jones, Fire Chief

DATE: February 11, 2014

RE: Minimum Staffing

As it relates to the overtime policy established between the City and Local 3024, the minimum staffing guideline, shown below, will be used for the scheduling of personnel.

There will be a minimum of eight (8) employees per shift. For the critical positions of that eight (8), one (1) fire officer, two (2) apparatus operators and two (2) paramedics will be assigned.

This policy should only be used as a guidance to establish the day-to-day staffing of the unit days.

City of Forest Park

Overtime Policy

ADMINISTRATION:

1. Management or his/her designee will maintain one (1) rotating list of overtime.
2. The list shall expire and the hours reset to (0) zero on January 1st of each year at 06:00 hours.
3. Overtime based on AOR (area of responsibility) shall not be subject to the rotating list guidelines.
4. Rejection of overtime hours for a public relations detail shall not be charged to the employee overtime bank.
    a. Awarding overtime shall be offered to the lowest accumulated hour employee. In the event of a tie seniority will be used to break a tie.
5. If management needs specialized personnel ie. officer, ATO, FAO, and medic the officer may bypass the lower hour employee until the position is filled.
    a. Employees bypassed will not be charged for those hours.
6. Overtime based on a member's deployment through FEMA are subject to FEMA overtime guidelines.
7. All hours above the employee's regular scheduled work hours will be added to the employee overtime bank.
8. All employees shall provide management with one (1) phone number. This number shall be updated by the employee. This phone list shall stay attached to the overtime list.
9. Overtime shall be offered in 24 hour opportunities first (if applicable).
    a. In the event the employee can only work 12 hours the remaining hours will be charged to the overtime bank. Management will then fill the remaining hours of overtime.
10. Management or his/her designee will create a policy that describes the manpower strength. This shall be utilized as a guideline for awarding overtime.
    a. Overall total number of employees
    b. Number of apparatus operator(s) / driver(s).

c. Number of paramedic(s)

d. Number of ranking company officer(s)

11. Newly hired firefighters will be placed at the top/highest numbered hour position on the overtime list.

12. When an employee has been awarded overtime, management will not revoke the employee's overtime hours; unless hours were awarded in error of this policy.

13. Shift in obvious need of overtime shall be filled within 56 hours prior (2200 hours).

14. The overtime list shall be updated as soon as the overtime is awarded.

15. Shift openings occurring after 2200 hours may be filled at 0530 hours the next morning.

16. The employee awarded overtime will report to duty within two hours.

FILLING OF OVERTIME / ROTATING LIST GUIDELINES

1. Management or his/her designee shall first contact employees from the department's paging service.
   a. The page shall include the hours needed, position (if applicable), date and time and the officer's name.
   b. In the event the employee is unable to contact the on duty officer he/she shall call the officer's cell phone and leave a message.
   c. The officer shall page all members with the employee awarded the overtime.
   d. Management or his/her designee will allow for 1 (one) hour call back period.
   e. Awarding overtime shall be offered to the lowest accumulated hour employee. In the event of a tie seniority will be used to break a tie.
   f. All employees below the hours of the awarded employee shall be charged the hours. If the employee does not contact the officer, it will be considered the same as refusing the overtime.
   g. Employees on Kelly day are eligible for overtime. However, if the employee refuses the overtime he/she shall not be charged for the overtime two days before and two days after VHP/Kelly day.

HOLD-OVER GUIDELINES

1. Holdover hours are not charged to the employee overtime bank if refused.
2. Off going shifts shall cover the oncoming shift. ie. Unit 1 covers Unit 2.
3. Awarding overtime shall be offered to the lowest accumulated hour employee. In the event of a tie seniority will be used to break a tie.

4. Employees accepting the overtime shall be charged for overtime hours worked.

ISSUES ARISING FROM ERRORS:

1. If an overtime opportunity is lost due to an error in the above policy, the employee will report the error as soon as possible in an attempt to resolve the issue.
2. If an overtime opportunity is lost due to an error and not corrected prior to the awarded overtime, the next overtime opportunity shall be awarded to the employee that was skipped.
    a. Management or his/her designee will offer the employee overtime a maximum of two attempts to make the employee whole.

Forest Park
Fire Department

MEMORANDUM

TO: Forest Park Fire Department

FROM: Alfie Jones, Fire Chief

DATE: April 11, 2014

RE: (Updated) Minimum Staffing

As it relates to the overtime policy established between the City and Local 3024, the minimum staffing guideline, shown below, will be used for the scheduling of personnel.

There will be a minimum of nine (9) employees per shift. For the critical positions of that nine (9), one (1) fire officer, two (2) apparatus operators and two (2) paramedics will be assigned.

This policy should only be used as a guidance to establish the day-to-day staffing of the unit days.

City of Forest Park

Overtime

ADMINISTRATION:

1. Management or his/her designee will maintain one (1) rotating list of overtime.
2. The list shall expire and the hours reset to (0) zero on January 1st of each year at 06:00 hours.
3. Overtime based on AOR (area of responsibility) shall not be subject to the rotating list guidelines.
4. Rejection of overtime hours for a public relations detail shall not be charged to the employee overtime bank.
    a. Awarding overtime shall be offered to the lowest accumulated hour employee. In the event of a tie seniority will be used to break a tie.
5. If management needs specialized personnel ie officer, ATO, FAO, and medic the officer may bypass the lower hour employee until the position is filled.
    a. Employees bypassed will not be charged for those hours.
6. Overtime based on a member's deployment through FEMA are subject to FEMA overtime guidelines.
7. All hours above the employee's regular scheduled work hours will be added to the employee overtime bank.
8. All employees shall provide management with one (1) phone number. This number shall be updated by the employee. This phone list shall stay attached to the overtime list.
9. Overtime shall be offered in 24 hour opportunities first (if applicable).
    a. In the event the employee can only work 12 hours the remaining hours will be charged to the overtime bank. Management will then fill the remaining hours of overtime.
10. Management or his/her designee will create a policy that describes the manpower strength. This shall be utilized as a guideline for awarding overtime.
    a. Overall total number of employees
    b. Number of apparatus operator(s) / driver(s).

c. Number of paramedic(s)

d. Number of ranking company officer(s)

11. Newly hired firefighters will be placed at the top/highest numbered hour position on the overtime list.

12. When an employee has been awarded overtime, management will not revoke the employee's overtime hours; unless hours were awarded in error of this policy.

13. Shift in obvious need of overtime shall be filled within 56 hours prior (2200 hours).

14. The overtime list shall be updated as soon as the overtime is awarded.

15. Shift openings occurring after 2200 hours may be filled at 0530 hours the next morning.

16. The employee awarded overtime will report to duty within two hours.

FILLING OF OVERTIME / ROTATING LIST GUIDELINES

1. Management or his/her designee shall first contact employees from the department's paging service.
   a. The page shall include the hours needed, position (if applicable), date and time and the officer's name.
   b. In the event the employee is unable to contact the on duty officer he/she shall call the officer's cell phone and leave a message.
   c. The officer shall page all members with the employee awarded the overtime.
   d. Management or his/her designee will allow for 1 (one) hour call back period.
   e. Awarding overtime shall be offered to the lowest accumulated hour employee. In the event of a tie seniority will be used to break a tie.
   f. All employees below the hours of the awarded employee shall be charged the hours. If the employee does not contact the officer, it will be considered the same as refusing the overtime.
   g. Employees on Kelly day are eligible for overtime. However, if the employee refuses the overtime he/she shall not be charged for the overtime two days before and two days after VHP/Kelly day.

HOLD-OVER GUIDELINES

1. Holdover hours are not charged to the employee overtime bank if refused.
2. Off going shifts shall cover the oncoming shift. ie. Unit 1 covers Unit 2.
3. Awarding overtime shall be offered to the lowest accumulated hour employee. In the event of a tie seniority will be used to break a tie.

4. Employees accepting the overtime shall be charged for overtime hours worked.

ISSUES ARISING FROM ERRORS:

1. If an overtime opportunity is lost due to an error in the above policy, the employee will report the error as soon as possible in an attempt to resolve the issue.
2. If an overtime opportunity is lost due to an error and not corrected prior to the awarded overtime, the next overtime opportunity shall be awarded to the employee that was skipped.
    a. Management or his/her designee will offer the employee overtime a maximum of two attempts to make the employee whole.

_____
Local 3024/Date

_____
City of Forest Park/Date

_____
Fire Chief

MEMORANDUM

Forest Park
Fire Department

TO: Forest Park Fire Department

FROM: Alfie Jones, Fire Chief

DATE: February 11, 2014

RE: Minimum Staffing

As it relates to the overtime policy established between the City and Local 3024, the minimum staffing guideline, shown below, will be used for the scheduling of personnel.

There will be a minimum of eight (8) employees per shift. For the critical positions of that eight (8), one (1) fire officer, two (2) apparatus operators and two (2) paramedics will be assigned.

This policy should only be used as a guidance to establish the day-to-day staffing of the unit days.

Union Local 3024
~~2/24/14~~
2/26/14

City of Forest Park

2/28/14
Fire Chief

City of Forest Park

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Local 3024/Date
~~2/24/14~~
2/26/14

City of Forest Park/Date
2/26/14

Fire Chief
2/26/14

Article XIV. Wages

Wages:

The wages paid to employees in classifications covered by this Agreement are set forth in Appendix I.

Article XV. Vacations

Section 1. Forty-Hour Work Week

Each permanent, full-time employee is eligible for vacation with pay in accordance with his length of service based upon a calendar year as follows:

A. Any employee with continuous service of at least one (1) year, but less than five (5) years, shall receive vacation with pay of two (2) basic workweeks.

B. Beginning with the year in which an employee will reach his fifth (5th) anniversary of continuous service, through the year the employee will reach his twelfth (12th) anniversary of continuous service, he shall receive vacation with pay of three (3) basic workweeks.

C. Beginning with the year in which an employee will reach his thirteenth (13th) year of continuous service through the year the employee will reach his nineteenth (19th) anniversary of continuous service, he shall receive vacation with pay of four (4) basic work weeks.

D. Beginning with the year in which an employee will reach his twentieth (20th) year of continuous service and there after that employee shall receive vacation with pay of five (5) basic workweeks.

E. When a City-observed holiday falls within the employee's scheduled vacation period, the employee shall be granted an additional day off with pay.

Section 2. Tour System

A. Any permanent, full-time employee with continuous service of at least one (1) year, but less than five (5) years, shall receive vacation with pay of four (4) tours.

B. Beginning with the year in which an employee will reach his fifth (5th) anniversary of continuous service, through the year the employee will reach his twelfth (12th) anniversary of continuous service, he shall receive vacation with pay of six (6) tours plus twelve (12) hours.

C. Beginning with the year in which an employee will reach his thirteenth (13th) year of continuous service through the year the employee will reach his nineteenth (19th) anniversary of continuous service, he shall receive vacation with pay of eight (8) tours plus twelve (12) hours.

D. Beginning with the year in which an employee will reach his twentieth (20th) year of continuous service and thereafter that employee shall receive vacation with pay ten (10) tours plus twelve (12) hours.

Section 3 General Provisions

A. An employee who is injured, or becomes ill while on vacation, shall be charged with vacation leave and may not convert such absence to sick leave.

B. Vacation time will not be permitted to accrue to an amount beyond that accrued annually except under such unusual work circumstances when it has been impossible for the employee to take his vacation and then only with the written permission of the department head and the City Manager. In no event shall vacation leave be permitted to accrue beyond that accumulated in a two-year period, and in no event shall it exceed a maximum of five (5) calendar weeks. The time which an employee shall use his vacation shall be determined by the department head with due regard for the needs of the service. Vacation leave shall be taken by employees in not less than one-half (1/2) day units. Regular full-time employees who are separated from the service may be compensated for vacation accrued up to the date of separation. Payment shall be made at the fifty-two (52) hour workweek rate.

C. An employee who resigns without giving at least ten (10) calendar days prior written notice shall forfeit any unused vacation leave to his credit, or pay in lieu thereof, on the date of separation.

D. In the event an employee dies while in paid status in the City service, any unused vacation leave to his credit shall be paid at the fifty-two (52) hour work week rate in a lump sum to the surviving spouse, or to the estate of the deceased.

E. Normally, employees will be permitted to take vacations at the time requested. A vacation request may be denied if the workload in the department justifies such denial. If two (2) or more employees request the same vacation date, the employee with the greatest City seniority shall prevail.

Article XVI. Holidays

Section 1. Forty-Hour Work Week

A. Employees shall receive ten (10) full paid holidays, and two (2) personal days as follows:

New Years Day,
Martin Luther King Day (3rd Monday in January),
Memorial Day (last Monday in May),
Independence Day (July 4)
Labor Day
Columbus Day (second Monday in October)
Thanksgiving Day
The day following Thanksgiving
Christmas Eve Day
Christmas Day
Personal Leave Day (2 days)

B. Full-time employees regularly scheduled to work at least eight (8) hours per day shall receive eight (8) hours pay for the holiday. Full-time employees regularly scheduled to work at least ten (10) hours per day shall receive ten (10) hours pay for the holiday.

C. If one of the above holidays should fall on Sunday, it will be observed on the following Monday, or, if the holiday should fall on Saturday, it will be observed on the preceding Friday. Should the City Manager establish an additional holiday or a special holiday for the non-union employees, then members covered by this Agreement shall also receive the benefit of that holiday.

D. Holidays, which occur during vacation leave or sick leave, shall not be charged against vacation or accumulated sick leave.

E. Whenever an employee is absent from work and not in paid status on the workday before a holiday and/or the workday after a holiday, he shall not be paid for the holiday.

F. The personal leave day may be taken at the employee's discretion, provided he has received the department head's prior approval; which will not be unreasonably withheld. Requests for use of a personal leave day shall be made in writing to the department head. If, because of an unusual workload, an employee has been unable to take a personal leave day, it may be carried over to the next year. Not more than two (2) personal leave days may be accumulated. Personal leave days may not be taken during a probationary period.

G. Employees required to work on a holiday shall be given the opportunity to take another day off within the thirty (30) day period following the holiday.

Section 2. Tour System:

A. In lieu of traditional holidays and personal leave benefits, employees shall be granted ninety-six (96) hours of holiday leave each year which shall be added to the employee's vacation balance and shall be administered in accordance with Section 1, paragraphs (E) through (G) and Sections 2 of Article XIII of the collective bargaining agreement.

Holiday leave shall be credited to each employee on January 1. Employees hired during the year shall be credited with eight (8) hours holiday time for each full month remaining in the calendar year.

Employees separating from Fire Department during the year shall have their holiday leave balance reduced by eight (8) hours for each full month remaining in the calendar year. If an employee has exhausted his holiday leave balance prior to separation, vacation, severance pay or any final compensation due may be reduced in a manner which equates with the value of eight (8) hours for each full month remaining in the calendar year.

Should the City Manager establish an additional holiday or a special holiday for the non-union employees, members covered by this agreement shall also receive the benefit of that holiday by crediting eight (8) hours of holiday leave to the employee's vacation balance. Employees in the bargaining unit who work on any one of the following holidays:

1. Thanksgiving Day
2. Christmas Day
3. New Year's Day

B. Shall be eligible for a premium pay benefit of time and one half (1-½) the employee's fifty-two (52) hour base rate of pay for twenty-four (24) of the twenty-four (24) hours worked on that holiday.

C. At no time will pyramiding of the overtime rates take place.

Article XVII. Sick Leave

Sick leave with pay shall be granted to all permanent full-time employees at the rate of one and one-quarter (1-1/4) days, ten (10) hours for 40 hour work week and or one and one half (1-½) days ~~12~~**13** hours for the tour system; for each full month of active service. An employee in probationary status may utilize sick leave at the discretion of the department head who may require a certificate from a licensed physician.

A. Sick leave shall not be considered as a privilege, which an employee may use at his discretion, but shall be allowed only in case of necessary and actual sickness or disability of the employee, or because of illness in his immediate family, which necessitates his absence from employment.

B. To receive compensation while absent on sick leave, the employee shall notify his immediate superior prior to the time set for beginning his daily duties. The department head may require an employee to furnish a satisfactory written affidavit to justify the use of sick leave. If medical attention is required, or if an employee is absent for more than four (4) consecutive working days for those working the 40-hour workweek; tour system employees who are absent 2 consecutive tours (48 hours), a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave with pay.

C. Unused sick leave may be accumulated to a total of not more than 1,800 hours. The employee shall not be compensated for unused sick leave except as provided below:

Upon retirement from the City service, an employee may elect one of the following:

1. Be compensated for accrual of sick leave days at the rate of one hours pay for each two (2) hours; of accrued sick leave up to a maximum of 900 hours of pay for 1,800 hours of accrued sick leave.

2. Take terminal leave of up to 900 hours by conversion of sick leave to terminal leave at the rate of two sick leave hours for one hour of terminal leave.

D. Illness or disability arising out of pregnancy, or a pregnancy-related condition shall be reason for use of sick leave. A doctor's certificate may be required for extended absence relating to pregnancy.

E. An employee may use up to five (5) days (40 hours) or 2 tours (48 hours) sick leave to attend his wife's needs during a post-natal period.

Article XVIII. Injury Leave

Leave with pay shall be granted to permanent employees for injuries occurring while on the job if such injuries arise out of the scope of employment, in accordance with the following:

A. All permanent employees shall be allowed injury leave with pay not to exceed six (6) calendar months for a service connected injury provided such injury is reported to the employee's supervisor subject to the provisions of this section.

B. Compensation during the injury leave shall be his regular pay less any pay from disability or workman's compensation but he will be fully compensated during the waiting period.

C. Injury leave with pay shall be granted to an employee only for injuries or other disabilities determined by the City Physician as caused or induced by the actual performance of the duties of his position. The decision of the City Physician shall be based upon his best professional judgment and shall be final.

D. If, in the judgment of the City Physician, the injury is such that the employee is capable of performing his regular duties or light duties during the period of convalescence, he shall so notify the City Manager in writing and deny injury leave with pay. Whenever an employee is required to stop working because of an injury or other service connected disability, he shall be paid for the remaining hours of that day, or shift, at his regular rate and such time shall not be charged to leave of any kind.

E. Pending a decision by the City Physician, an injured employee may be carried on personal sick leave with pay, which, shall be restored to his credit upon certification by the City Physician that injury leave has been approved.

F. Time off for the purpose of medical examinations and/or treatments resulting from injury on the job shall be charged to injury leave.

G. The provisions of this section shall not apply to intentional self-inflicted injury or injuries caused by an employee's own negligence or horseplay.

Article XIX. Other Leaves

Leaves with pay may be granted to employees for the following:

A. **Military Leave.** A regular full-time employee shall be entitled to a military leave of absence in accordance with all federal and state laws.

B. **Jury Duty Leave.** A City employee, while serving upon a jury, will be paid his regular salary for the period of time so served, less whatever amount the employee may receive as compensation for his services as a juror. Employees shall continue to accrue sick leave and vacation credits while serving on a jury.

C. **Court Appearances.** An employee subpoenaed to testify in a court of record, a Mayor's Court, or other lawful proceeding, on behalf of the City shall be paid at one and one-half (1 ½) times his regular hourly rate unless such appearance occurs during the employee's regular working hours.

D. **Examination Leave.** Time off with pay shall be allowed to City employees participating in the City Civil Service tests, or taking a required examination before a state or federal licensing board.

E. **Bereavement Leave.** An employee may be granted a leave of absence for bereavement, which shall commence the day following the date of death, and shall continue two consecutive tours, or for forty hours, if assigned to a forty-hour workweek. An employee shall be relieved of all assigned duties during such period, upon recommendation of the department head. This provision shall apply in the case of the death of an employee's father, mother, spouse, brother, sister, child or step-child. One day (hours equal to the employee's current scheduled work shift) may be granted in case of the death of a grandparent, grandchild, or any in-law or other relative living in the employee's household. Bereavement leave shall be for the purpose of taking care of necessary family business and attendance at a funeral or memorial service.

Article XX. Longevity Pay

The City shall pay to each full-time employee, in cash or as a deposit to an Individual Retirement Account, a longevity payment as follows:

A. Employees who have completed one full year of service prior to December 31 of each year beginning 12/31/1981 are eligible to receive longevity pay. Employee's annual benefit will be calculated based on his base salary for the previous year ending 12/31, and the employee's completed years of service at the end of the previous year. Base salary does not include overtime pay.

B. Employees having less than ten (10) years of continuous service a payment of one percent (1%) of the employee's base salary.

C. Employees who have completed ten (10) years of continuous service, but less than twenty-five (25) years of continuous service, a payment of two percent (2%) of the employee's base salary.

D. Employees who have completed twenty-five (25) years of continuous service, a payment of three percent (3%) of the employee's base salary.

Payment of longevity pay will be made in one check, on February 1, either in cash or deposited to an IRA account. Employees electing to receive cash shall receive the appropriate amount, subject to regular withholdings for taxes and retirement. All longevity pay, whether paid to an IRA account, or in cash, will be subject to withholding of pension contributions and City taxes.

In the event of termination of service, the employee will receive longevity payment as follows:

A. **Retirement:** Employee will receive any credits due shortly following retirement.

B. **Death**: Any credits due for the calendar year will be paid to surviving spouse or to the employee's estate.

C. **Disability**: If an employee becomes disabled; credits will be held until the employee returns to work. If the employee is unable to return to work prior to the end of the year, any remaining credit will be paid at the end of that calendar year.

D. **Termination**: Credit will be given for the previous year's service and paid as indicated.

Article XXI. Insurance

The City shall provide medical, dental, and term life insurance for permanent full-time employees as follows:

A. Term life insurance in the amount of the employee's base salary shall be provided for all permanent full-time employees.

B. The Employee shall pay 15% of the premium charged by the insurer In the health plans offered by the City, unless during any calendar year of this agreement non-union employees of the City pay less than 15% of the monthly premium, then Local 3024 members will contribute at the same rate for the same period."

C. For the purpose of this section, "Permanent fulltime employees" is defined as including all employees who perform prescribed duties on an established schedule of 40 hours or more per week. Part-time employees working less than forty (40) hours per week and casual and seasonal employees working less than fifty-two (52) weeks per year are excluded from the insurance coverage provided in this Article.

D. The City has a long-standing process for managing the health insurance of City employees. This process is democratic, interdepartmental, and includes both management and non-management employees. Provided the City substantially continues to follow this process, the City may change:
carriers, coverages, deductibles, co-pays, or other terms and conditions of the health insurance plan at any time. The City shall at all applicable times comply with the Affordable Care Act and relevant regulations promulgated thereunder. In the event the Affordable Care Act is repealed or substantially amended, either party to this agreement may require collective bargaining to negotiate with regard to the impact of such repeal or amendment on the City's health insurance plan.

The City shall give notice to the Union, Local 3024, of any such changes to the insurance as soon as possible when the City learns of them. The employees in this bargaining unit shall remain in the group participating in the health insurance decisions for the term of this agreement and be represented in the process by persons selected by the Union. The Union, Local 3024, may elect to withdraw from participation in the aforementioned process by serving notice on the City ninety days, or sooner, from the end of the term of this contract.

E. Dental Insurance shall be provided in accord with current City plans.

Article XXII. Uniforms And Protective Clothing

Clothing Allowance:

Each employee of the Fire Department subject to this Agreement shall be entitled to a clothing allowance of four hundred and twenty dollars ($420.00) per year after the first year of employment.

Clothing allowance moneys shall be used for the purpose of uniforms, uniforms shall include but are not limited to shirts, pants, jackets, sweaters, and protective shoes or boots and other duty-related items.

Employees shall submit in writing their requests for purchasing uniform items. Requests shall be reviewed in a timely manner and shall be fairly and consistently administered.

Uniform Changes:

The Fire Department will not change any particular item of the Fire Department uniform any sooner than every four (4) years. However, this provision shall not apply if a uniform item is no longer available or discontinued.

The Fire Department agrees as to any particular uniform item that said to be an old uniform to be replaced may continue to be worm until no longer serviceable or three (3) years from the date that the uniform change was announced, whichever event occurs first.

Should the Fire Department vary from the above agreed upon replacement schedule, the City will be responsible for the cost of the uniform item changed in addition to the clothing allowance. In the event that a fire department uniform is damaged on duty and in the course of his duty the City will replace the article(s) of clothing as needed. The City will be responsible for the cost of the uniform item needing to be replaced, in addition to the clothing allowance.

Turnout Gear Issue:

The following articles of protective clothing shall be provided by the City to newly employed Fire Fighter classed employees without reference to the clothing allowance: NFPA approved for structural fire fighting PBI bunker coat, PBI bunker pants, each of these items are to have vapor barrier/thermal liner, laminated with Gore-Tex breathable

film, suspenders, fire boots, helmet complete with face shield and chin strap, 2 pairs of fire gloves, and 2 PBI hoods.

If a clothing material is proven to offer a weight and protection value equal to or better than PBI and/or Gore-Tex and that material is NFPA approved for structural fire fighting then it may be substituted in lieu of the named materials.

If the turnout ensemble to be issued is previously used then it must be cleaned, per manufacturers instructions prior to re-issue.

The City will provide, without reference to the annual clothing allowance, the necessary replacements of any component of the turn out ensemble, which are found to be unserviceable at any time.

Duty Uniform Issue:

The following articles of apparel, four (4) duty uniforms consisting of shirt and trousers, one (1) leather belt, one (1) lightweight duty jacket, one (1) heavy weight duty coat, two (2) department badges, and one (1) pair of safety shoes or boots, shall be provided by the City to newly employed Fire Fighter classed employees, without reference to the clothing allowance. All articles above will be new at the time of issue. If the Employee chooses a shoe or boot that exceeds seventy dollars ($70.00) then the Employee will be required to pay the difference. However, if the value is less than seventy dollars ($70.00) no refund will be issued.

The City will provide, without reference to the clothing allowance, one set of badges and collar pins upon promotion, if applicable.

The City shall provide dry cleaning service with a dry cleaning company located within the Forest Park Fire District or if delivery service is available then the location restriction does not apply.

Article XXIII. Continuing Education

It is the employee's responsibility to obtain all required training and obtain all required certifications. The City agrees to maintain a Training Captain on staff. The Training Captain shall have all necessary qualifications and certifications to provide unit employees with any required training and certifications. The City will provide all training necessary to maintain employment. Employees shall work diligently to make sure that they timely receive from the Training Captain all required training and certifications during their normal working hours. In the event that an employee is unable to obtain the required training and certifications during normal working hours because of injury or other circumstance beyond the employee's control, the City shall on a case-by-case basis make reasonable arrangements for the employee to obtain the required training and certifications without cost to the employee. Employee shall be compensated for time spent in such training.

The City will maintain all training records and, upon an employee's request, will provide the employee with a copy of those records for purposes of re-certification or other such review or renewal purposes.

If an employee completes all approved training necessary to maintain his required certificates or licenses but, due to circumstances beyond his control, such re-certification or re-licensing is temporarily withheld, no disciplinary action shall be taken by the Employer. The Employer may modify or restrict an employee's duties and/or schedule until such time that re-certification or re-licensing is acquired. The Employee's pay shall not be altered as a result of such modification or restriction.

Article XXIV. Layoff Procedure

Whenever it becomes necessary to reduce the work force in the Fire Department, the youngest employee in point of service in the Fire Department (including service in the Division of Fire and Life Safety) shall be first laid off. City service outside of the Fire Department or the Division of Fire and Life Safety shall not be considered in determining seniority for layoff purposes. If a position is re-established, or a vacancy, which is to be filled, occurs within two (2) years from the date of layoff, the oldest employee in point of service among those laid off shall be entitled to recall to the position.

The City shall have the right to maintain part-time position in the Fire and EMS service during any period of layoffs in the Fire Department. Employees shall be laid off in the order set forth in this section within the primary appointment categories of part-time probationary laid off first, then part-time permanent, then full-time probationary, and finally full-time permanent shall be laid off. The City shall reserve the right to determine the appropriate number of layoffs to occur in each of the primary appointment categories.

Article XXV. Integrity Of Agreement

The City and the Union agree that the terms and provisions contained in this written Agreement constitute the entire agreement between the parties and supersedes all previous communications, understandings, or memoranda of understanding pertaining to any matters set forth in this Agreement or to any other matter.

The City and the Union agree, that during the negotiations which preceded this Agreement, each party had the unlimited right to make any demands or proposals and to bargain about each and every proposal made. The parties further agree that during the term of this Agreement, each voluntarily and unqualifiedly agrees to waive its right to bargain with respect to any matter whatsoever whether or not such matter is contained in this Agreement.

Article XXVI. Savings Clause

Should a court of competent jurisdiction determine that a provision of this Agreement is illegal, then such provision shall be automatically terminated. The remainder of the Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, the City and the Union shall promptly meet for the purpose of negotiating lawful alternative provisions.

Article XXVII. Term Of Agreement

This Agreement shall remain in full force and effect January 1, 2013 until midnight December 31, 2015, unless either party serves written notice on the other party not less than sixty (60) days prior to December 31, 2015 that it desires to terminate or modify the terms of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement affix their signatures this ____ day of _____, 2013.

FOR THE UNION	FOR THE CITY OF FOREST PARK
_____	_____
Scott Brown, President IAFF 3024	Ray H. Hodges, City Manager

_____
Leonard Brooks, Vice-President IAFF 3024

Article XXVIII. Annual Physical

The City will provide to each employee such physical examinations and testing as may be required by Federal and State statutes and regulations. These examinations and tests shall be at no cost to the employee and shall be provided, as far as is practical, during the employees scheduled hours of work. If an examination or test is scheduled and given at some time other than the employees regular scheduled hours of work, other provisions of this agreement as may be applicable will apply.

Article XXIX. Working out of Classification

When an employee works out of his/her classification in the position of an officer or in a higher classification he/she shall be paid at the applicable hourly rate per hours worked in the higher classification.

The City and Union agree to no retro-activity for this clause for the implementation of this Article for the year 2013.

APPENDIX I

	Rate to use in absence of negotiated increase 101.50%		Rate to use in absence of negotiated increase 101.50%		Rate to use in absence of negotiated increase 101.75%	
Firefighter/EMT						
	2013 Annual	2013 Hourly	2014 Annual	2014 Hourly	2015 Annual	2015 Hourly
Recruit	43,160.44	15.9617	43,807.77	16.2011	44,574.36	16.4846
1	47,105.63	17.4207	47,812.21	17.6820	48,648.92	17.9915
2	49,683.83	18.3742	50,429.09	18.6498	51,311.60	18.9762
3	52,166.62	19.2924	52,949.12	19.5818	53,875.73	19.9245
4	54,775.62	20.2573	55,597.25	20.5611	56,570.20	20.9209
5	57,513.07	21.2696	58,375.77	21.5887	59,397.35	21.9665
6	60,388.12	22.3329	61,293.94	22.6679	62,366.58	23.0646
7	63,307.96	23.4127	64,257.58	23.7639	65,382.09	24.1798
Firefighter/Paramedic 104 hrs.	2013 Annual	2013 Hourly	2014 Annual	2014 Hourly	2015 Annual	2015 Hourly
1	50,420.93	18.6468	51,177.24	18.9265	52,072.84	19.2577
2	52,999.10	19.6003	53,794.09	19.8943	54,735.49	20.2424
3	55,481.90	20.5185	56,314.13	20.8262	57,299.63	21.1907
4	58,090.92	21.4833	58,962.28	21.8056	59,994.12	22.1872
5	60,828.36	22.4957	61,740.79	22.8331	62,821.25	23.2327
6	63,703.41	23.5590	64,658.96	23.9123	65,790.49	24.3308
7	66,623.25	24.6388	67,622.60	25.0084	68,806.00	25.4460
Firefighter/Paramedic 80 hrs.	2013 Annual	2013 Hourly	2014 Annual	2014 Hourly	2015 Annual	2015 Hourly
1	50,420.93	24.2408	51,177.24	24.6044	52,072.84	25.0350
2	52,999.10	25.4803	53,794.09	25.8625	54,735.49	26.3151
3	55,481.90	26.6740	56,314.13	27.0741	57,299.63	27.5479
4	58,090.92	27.9283	58,962.28	28.3473	59,994.12	28.8433
5	60,828.36	29.2444	61,740.79	29.6831	62,821.25	30.2025
6	63,703.41	30.6266	64,658.96	31.0860	65,790.49	31.6300
7	66,623.25	32.0304	67,622.60	32.5109	68,806.00	33.0798

Fire Inspector/EMT

80 hrs.	2013 Annual	2013 Hourly	2014 Annual	2014 Hourly	2015 Annual	2015 Hourly
1	48,120.63	23.1349	49,330.86	23.7168	51,198.03	24.6144
2	50,698.83	24.3744	51,973.91	24.9875	53,941.12	25.9332
3	53,181.62	25.5681	54,519.14	26.2111	56,582.69	27.2032
4	55,790.62	26.8224	57,193.75	27.4970	59,358.53	28.5378
5	58,528.07	28.1385	60,000.05	28.8462	62,271.05	29.9380
6	61,403.12	29.5207	62,947.41	30.2632	65,329.97	31.4086
7	64,322.96	30.9245	65,940.68	31.7023	68,436.53	32.9022

	Rate to use in absence of negotiated increase 101.50%		Rate to use in absence of negotiated increase 101.50%		Rate to use in absence of negotiated increase 101.75%	

Fire Inspector/Paramedic

80 hrs.	2013 Annual	2013 Hourly	2014 Annual	2014 Hourly	2015 Annual	2015 Hourly
1	51,435.93	24.7288	52,729.54	25.3507	54,725.35	26.3103
2	54,014.10	25.9683	55,372.55	26.6214	57,468.40	27.6290
3	56,496.90	27.1620	57,917.80	27.8451	60,109.99	28.8990
4	59,105.92	28.4163	60,592.43	29.1310	62,885.85	30.2336
5	61,843.36	29.7324	63,398.72	30.4802	65,798.36	31.6338
6	64,718.41	31.1146	66,346.08	31.8972	68,857.28	33.1045
7	67,638.25	32.5184	69,339.35	33.3362	71,963.84	34.5980

Firefighter - Lieutenant

	2013 Annual	2013 Hourly	2014 Annual	2014 Hourly	2015 Annual	2015 Hourly
EMT	65,718.50	24.3042	67,346.86	24.9064	69,833.07	25.8258
Paramedic	69,033.81	25.5303	70,745.55	26.1633	73,359.71	27.1301

Firefighter - Captain

	2013 Annual	2013 Hourly	2014 Annual	2014 Hourly	2015 Annual	2015 Hourly
EMT	67,526.42	24.9728	69,784.81	25.8080	73,757.69	27.2773
Paramedic	70,841.72	26.1989	73,306.53	27.1104	77,482.53	28.6548

Firefighter - Training Captain

80 hrs.	2013 Annual	2013 Hourly	2014 Annual	2014 Hourly	2015 Annual	2015 Hourly
EMT	67,526.42	32.4646	69,784.81	33.5504	73,757.69	35.4604
Paramedic	70,841.72	34.0585	73,306.53	35.2435	77,482.53	37.2512

MEMORANDUM OF UNDERSTANDING
Vision Care

This Memorandum of Understanding is made between the City of Forest Park (the "City") and the _____ (the "Union") in November 2014.

WHEREAS, the City would like to begin providing vision care benefits to employees represented by the Union; and

WHEREAS, the City can presently obtain vision care benefits on a basis that would not require cost or obligation to employees represented by the Union; and

WHEREAS, the City does not want to become obligated to provide vision care benefits for employees represented by the Union into the indefinite future, nor does it want vision care benefits to become part of the status quo for purposes of collective bargaining; and

WHEREAS, in order to obtain vision care benefits for the employees it represents, the Union is willing to agree that the City may provide such benefits without cost or obligation to the employees it represents on the following terms.

NOW THEREFORE, the parties agree as follows:

1. The City may at its sole discretion provide vision care benefits without cost or obligation to the employees the Union represents. At any time and for any reason in its sole discretion, the City may change, limit, or eliminate vision care benefits. The Union expressly waives any right it might have to engage in collective bargaining with the City about any change, limit, or elimination of vision care benefits for the employees it represents.

2. In any future collective bargaining, fact-finding, and/or conciliation, the City's provision of vision care benefits shall not be considered to be part of the status quo for any purposes, and may be continued or discontinued in the City's sole discretion.

FOR THE UNION:

_____
Date

FOR THE CITY:

_____
Date

Duty Uniform Issue:

The following articles of apparel, four (4) duty uniforms consisting of shirts and trousers, one (1) leather belt, one (1) duty coat, one (1) job pull-over, two (2) department badges and one (1) pair of leathered foot wear shall be provided by the City to newly employed Fire Fighter classed employees, without reference to the clothing allowance. All articles above will be new at time of issue. If the employee chooses a shoe or boot that exceeds one hundred twenty dollars ($120.00) then the employee will be required to pay the difference. However, if the value is less than one hundred twenty dollars ($120.00) no refund will be issued.

The City will provide, without reference to the clothing allowance, one set of badges and collar pins upon promotion, if applicable.

The City shall provide dry cleaning service with a dry cleaning company located within Forest Park Fire District or if delivery service is available then the location restriction does not apply.

Agreed upon on November 5, 2013 to supersede previous agreements on the above title.

Union 3024

City of Forest Park