AGREEMENT

Effective January 1, 2020 and

Expanding December 31, 2024

Between

CITY OF BURBANK, ILLINOIS

and

SERVICE EMPLOYEES’ LOCAL NO. 73
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Section</th>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREAMBLE</td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE I</td>
<td></td>
<td>RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>1.1</td>
<td>Recognition</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>1.2</td>
<td>Probationary Period</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>1.3</td>
<td>Fair Representation</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>1.4</td>
<td>Union Officers</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>1.5</td>
<td>Gender</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>1.6</td>
<td>Seniority</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>1.7</td>
<td>Non-Discrimination</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>1.8</td>
<td>American With Disabilities Act</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE II</td>
<td></td>
<td>UNION SECURITY AND RIGHTS</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>2.1</td>
<td>Dues Checkoff</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>2.2</td>
<td>Fair Share Deduction</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>2.3</td>
<td>Religious Exemption</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>2.4</td>
<td>Union Indemnification</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>2.5</td>
<td>Union Use of Bulletin Boards</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>2.6</td>
<td>Integrity of Bargaining Unit</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE III</td>
<td></td>
<td>LABOR-MANAGEMENT MEETINGS</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>3.1</td>
<td>Meeting Request</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>3.2</td>
<td>Content</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>3.3</td>
<td>Attendance</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE IV</td>
<td></td>
<td>MANAGEMENT RIGHTS</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>4.1</td>
<td>Management Rights</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE V</td>
<td></td>
<td>EMPLOYEE DRUG AND ALCOHOL TESTING</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>5.1</td>
<td>Employee Drug and Alcohol Testing</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE VI</td>
<td>HOURS OF WORK AND OVERTIME</td>
<td>Page</td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>----------------------------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>Section 6.1</td>
<td>Application of Article</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Section 6.2</td>
<td>Work Period</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Section 6.3</td>
<td>Changes in Work Schedule</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Section 6.4</td>
<td>Overtime Pay</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Section 6.5</td>
<td>Paid On Call Response</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Section 6.6</td>
<td>Court Time</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Section 6.7</td>
<td>Required Overtime</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Section 6.8</td>
<td>Overtime and Detail Assignment</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Section 6.9</td>
<td>No Pyramiding</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Section 6.10</td>
<td>TRT Training</td>
<td>6</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE VII</th>
<th>GRIEVANCE</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 7.1</td>
<td>Definition</td>
<td>6</td>
</tr>
<tr>
<td>Section 7.2</td>
<td>Procedure</td>
<td>7</td>
</tr>
<tr>
<td>Section 7.3</td>
<td>Arbitration</td>
<td>8</td>
</tr>
<tr>
<td>Section 7.4</td>
<td>Limitations on Authority of Arbitrator</td>
<td>8</td>
</tr>
<tr>
<td>Section 7.5</td>
<td>Time Limit for Filing</td>
<td>9</td>
</tr>
<tr>
<td>Section 7.6</td>
<td>Time Off</td>
<td>9</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE VIII</th>
<th>NO STRIKE-NO LOCKOUT</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 8.1</td>
<td>No Strike</td>
<td>9</td>
</tr>
<tr>
<td>Section 8.2</td>
<td>No Lockout</td>
<td>9</td>
</tr>
<tr>
<td>Section 8.3</td>
<td>Penalty</td>
<td>10</td>
</tr>
<tr>
<td>Section 8.4</td>
<td>Judicial Restraint</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE IX</th>
<th>HOLIDAYS</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 9.1</td>
<td>Holidays</td>
<td>10</td>
</tr>
<tr>
<td>Section 9.2</td>
<td>Holiday Pay and Work Requirements</td>
<td>10</td>
</tr>
<tr>
<td>Section 9.3</td>
<td>Holiday Pay Compensation</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE X</th>
<th>LAYOFF, RECALL AND HIRING</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 10.1</td>
<td>Layoff</td>
<td>11</td>
</tr>
<tr>
<td>Section 10.2</td>
<td>Recall</td>
<td>11</td>
</tr>
<tr>
<td>Section 10.3</td>
<td>Hiring</td>
<td>11</td>
</tr>
<tr>
<td>Section 10.4</td>
<td>Staffing</td>
<td>11</td>
</tr>
</tbody>
</table>
ARTICLE XI  VACATIONS  12

Section 11.1  Eligibility and Allowances  12
Section 11.2  Vacation Pay  12
Section 11.3  Scheduling and Accrual  12
Section 11.4  Accumulation  12
Section 11.5  City Emergency  12
Section 11.6  Payment for Unused Vacation  12

ARTICLE XII  SICK LEAVE  13

Section 12.1  Purpose  13
Section 12.2  Allowance  13
Section 12.3  Personal Days  13
Section 12.4  Sick Days Earned  13
Section 12.5  Notification  13
Section 12.6  Medical Examination  13
Section 12.7  Abuse of Sick Leave  14
Section 12.8  Sick Leave Utilization  14
Section 12.9  Sick Leave Buy Back  14

ARTICLE XIII  ADDITIONAL LEAVES OF ABSENCE  14

Section 13.1  Discretionary Leaves  14
Section 13.2  Application for Leave  14
Section 13.3  Military Leave  14
Section 13.4  Jury Duty Leave  14
Section 13.5  Funeral Leave  14
Section 13.6  Leave for Illness or Injury  15
Section 13.7  Benefits While on Leave  15
Section 13.8  Non-Employment Elsewhere  15
Section 13.9  Light Duty  15
Section 13.10  Maternity Leave  16

ARTICLE XIV  COMPENSATION  16

Section 14.1  Wages  16
Section 14.2  Specialization Pay  16
Section 14.3  Academic Achievement  17
Section 14.4  Acting Rank Pay  17
Section 14.5  Paramedic Certification  17
Section 14.6  7(g) Compensation  17
<table>
<thead>
<tr>
<th>ARTICLE XV</th>
<th>UNIFORM ALLOWANCE</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 15.1</td>
<td>Uniform Allowance</td>
<td>17</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE XVI</th>
<th>INSURANCE</th>
<th>18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 16.1</td>
<td>Insurance Coverage</td>
<td>18</td>
</tr>
<tr>
<td>Section 16.2</td>
<td>Payment of Premium</td>
<td>18</td>
</tr>
<tr>
<td>Section 16.3</td>
<td>Insurance Committee</td>
<td>18</td>
</tr>
<tr>
<td>Section 16.4</td>
<td>IRC 125 Flexible Benefit Plan</td>
<td>18</td>
</tr>
<tr>
<td>Section 16.5</td>
<td>Surviving Spouse Insurance Coverage</td>
<td>19</td>
</tr>
<tr>
<td>Section 16.6</td>
<td>Retirement Insurance Benefit</td>
<td>19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE XVII</th>
<th>MISCELLANEOUS BENEFITS</th>
<th>19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 17.1</td>
<td>Bill of Rights</td>
<td>19</td>
</tr>
<tr>
<td>Section 17.2</td>
<td>Union Representatives Access</td>
<td>19</td>
</tr>
<tr>
<td>Section 17.3</td>
<td>Eyeglass Repair/Replacement</td>
<td>19</td>
</tr>
<tr>
<td>Section 17.4</td>
<td>Extraordinary Disease Exposure Inoculations</td>
<td>20</td>
</tr>
<tr>
<td>Section 17.5</td>
<td>Tuition Reimbursement</td>
<td>20</td>
</tr>
<tr>
<td>Section 17.6</td>
<td>File Inspection</td>
<td>20</td>
</tr>
<tr>
<td>Section 17.7</td>
<td>Retention of Disciplinary Records</td>
<td>21</td>
</tr>
<tr>
<td>Section 17.8</td>
<td>Disability Benefits</td>
<td>21</td>
</tr>
<tr>
<td>Section 17.9</td>
<td>Indemnification</td>
<td>21</td>
</tr>
<tr>
<td>Section 17.10</td>
<td>Defective Equipment</td>
<td>21</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE XVIII</th>
<th>MAINTENANCE OF ECONOMIC BENEFITS</th>
<th>21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 18.1</td>
<td>Maintenance of Economic Benefits</td>
<td>21</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE XIX</th>
<th>IMPASSE RESOLUTION</th>
<th>22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 19.1</td>
<td>Impasse Resolution</td>
<td>22</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARTICLE XX</th>
<th>BOARD OF FIRE AND POLICE COMMISSIONERS</th>
<th>22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 20.1</td>
<td>Board of Fire and Police Commissioners</td>
<td>22</td>
</tr>
<tr>
<td>ARTICLE XXI</td>
<td>PROMOTIONS</td>
<td>Page</td>
</tr>
<tr>
<td>------------------</td>
<td>------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Section 21.1</td>
<td>General</td>
<td>23</td>
</tr>
<tr>
<td>Section 21.2</td>
<td>Vacancies</td>
<td>23</td>
</tr>
<tr>
<td>Section 21.3</td>
<td>Eligibility</td>
<td>23</td>
</tr>
<tr>
<td>Section 21.4</td>
<td>Rating Factors and Weights</td>
<td>24</td>
</tr>
<tr>
<td>Section 21.5</td>
<td>Test Components</td>
<td>24</td>
</tr>
<tr>
<td>Section 21.6</td>
<td>Scoring of Components</td>
<td>26</td>
</tr>
<tr>
<td>Section 21.7</td>
<td>Right to Review</td>
<td>26</td>
</tr>
<tr>
<td>Section 21.8</td>
<td>Order of Selection</td>
<td>26</td>
</tr>
<tr>
<td>Section 21.9</td>
<td>Maintenance of Promotional List</td>
<td>27</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ARTICLE XXII</td>
<td>OUTSIDE EMPLOYMENT</td>
<td>27</td>
</tr>
<tr>
<td>Section 22.1</td>
<td>Outside Employment</td>
<td>27</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ARTICLE XXIII</td>
<td>SAVINGS CLAUSE</td>
<td>27</td>
</tr>
<tr>
<td>Section 23.1</td>
<td>Savings Clause</td>
<td>27</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ARTICLE XXIV</td>
<td>ENTIRE AGREEMENT</td>
<td>28</td>
</tr>
<tr>
<td>Section 24.1</td>
<td>Entire Agreement</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ARTICLE XXV</td>
<td>TERMINATION</td>
<td>28</td>
</tr>
<tr>
<td>Section 25.1</td>
<td>Termination</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXHIBIT A</td>
<td>DRUG AND ALCOHOL ABUSE POLICY</td>
<td></td>
</tr>
<tr>
<td>EXHIBIT B</td>
<td>WAGES</td>
<td></td>
</tr>
</tbody>
</table>
AGREEMENT
BETWEEN
CITY OF BURBANK, ILLINOIS
AND
SERVICE EMPLOYEES' LOCAL NO. 73

THIS AGREEMENT entered into by the CITY OF BURBANK, ILLINOIS (hereinafter referred to as the "City" or the "Employer") and the SERVICE EMPLOYEES' LOCAL NO. 73 (hereinafter referred to as the "Union"), is in recognition of the Union's status as the exclusive representative of certain employees of the Burbank Fire Department has as its basic purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

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

ARTICLE I
RECOGNITION

Section 1.1. Recognition. Pursuant to the Certification of Representative issued by the Illinois State Labor Relations Board in Case No. S–RC–89–5, as amended in Case No. S-AC-94-3, the City recognizes the Union as the sole and exclusive collective bargaining representative for all full-time fire personnel (hereinafter referred to as "employees"), but excluding all supervisory employees (this includes all employees of the rank of battalion chief and above) and all other supervisory, managerial or confidential employees, and excluding all other employees of the City of Burbank and nonsupervisory employees of the Department.

Section 1.2. Probationary Period. The probationary period shall be 12 months in duration except that the probationary period for employees that do not have certification as a paramedic when hired shall be extended until paramedic certification has been achieved, with no extensions absent mutual consent. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period. During the probationary period, an employee is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure to appeal the discipline imposed.

Section 1.3. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union.
Section 1.4. **Union Officers.** For purposes of this Agreement, the term "Union Officers" shall refer to the Union's duly elected President, Vice-President, Secretary, and Treasurer.

Section 1.5. **Gender.** Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.6. **Seniority.** Seniority for the purpose of this Agreement shall be defined as an employee's length of continuous full time service with the Fire Department of the City since the employee's last date of hire. Seniority shall not include periods of unpaid leave time in excess of 30 days nor shall it include any time spent as a volunteer or paid-on-call firefighter.

Section 1.7. **Non-Discrimination.** Neither the City nor the Union shall discriminate against any employee on any basis prohibited by state or federal law. Violations of this section shall not be subject to any grievance procedure charge but shall be remedied only through the appropriate state or federal agency.

Section 1.8. **American With Disabilities Act.** Due to the Americans With Disabilities Act and the regulations promulgated thereunder, the City may be required to make a reasonable accommodation to the disability of an applicant or employee that may be in conflict with the provisions of this Agreement. In such event, the City shall have the right to make such accommodation notwithstanding the requirements of this Agreement. The City shall notify the Union thereafter as soon as practicable of such situation on a confidential basis. The City agrees to discuss, but not to negotiate with the Union, the impact of its action.

**ARTICLE II**

**UNION SECURITY AND RIGHTS**

Section 2.1. **Dues Checkoff.** While this Agreement is in effect, the City will deduct from each employee's paycheck once each pay period the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the City a voluntary, effective checkoff authorization.

A Union member desiring to revoke the dues checkoff may do so by written notice to the City at any time during the 30-day period prior to the annual anniversary date of the contract, in each year during the life of the contract.

The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each employee in order to ease the City's burden of administering this provision.

If the employee has no earnings due at the time of any checkoff, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during
the life of this Agreement. The Union will give the City 30-day’s notice of any such change in the amount of uniform dues to be deducted.

**Section 2.2. Fair Share Deduction.** The City agrees that employees are required to pay a Union service fee as a condition of employment after having been employed for 30 days for the purpose of negotiating and administering the provisions of this Agreement. In the event that an employee does not voluntarily sign a written dues check off authorization, the City, after being requested to do so in writing by the Union, shall make an involuntary deduction from the pay of the employee of the employee’s proportionate share of the service charge to negotiate and administer this Agreement in an amount that does not exceed 100% of the Union dues.

If a non-member employee challenges the amount of the fair share deduction, the Union agrees to provide information required under law and to provide a mechanism for challenging the amount of the fair share deduction which meets all requirements of the law.

**Section 2.3. Religious Exemption.** Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a nonreligious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

**Section 2.4. Union Indemnification.** The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If the improper deduction is made, the Union shall refund directly to the employee any such amount.

**Section 2.5. Union Use of Bulletin Boards.** The City will make available space on a bulletin board for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board.

**Section 2.6. Integrity of Bargaining Unit.** In the event that an employee suffers an injury/illness for which the Employer determines that the employee will likely be absent more than 30 calendar days, the Employer may use a non-bargaining unit temporary employee to substitute for the injured employee’s position for a period of time not to exceed 30 calendar days. The temporary non-bargaining unit employee shall be obligated to pay Union dues or fair share from the first date of employment. After the first 30 calendar days, the Employer may use a temporary a non-bargaining unit employee for that injured employee’s position only if notified by the Union that none of its members desire to work overtime.
ARTICLE III

LABOR-MANAGEMENT MEETINGS

Section 3.1. Meeting Request. The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least 7 days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings, times and locations, if mutually agreed upon, shall be limited to:

(1) discussion on the implementation and general administration of this Agreement;
(2) a sharing of general information of interest to the parties;
(3) notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees; and
(4) safety issues.

Section 3.2. Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered as "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3.3. Attendance. Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, 2 persons from each side shall attend these meetings, schedules permitting. Attendance at such meetings shall not interfere with required duty time, and attendance, if during duty time, is permitted only upon prior approval of the employee's supervisor.

ARTICLE IV

MANAGEMENT RIGHTS

Section 4.1. Management Rights. Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means organization
and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to establish performance standards; to discipline, suspend and discharge non-probationary employees for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the City and the Fire Department in the event of civil emergency as may be declared by the Mayor, Fire Chief, or their authorized designees, it is the sole discretion of the Mayor to determine that civil emergency conditions exist which may include, but not be limited to, riots, fires, civil disorders, tornado conditions, floods or other catastrophes; and to carry out the mission of the City provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE V

EMPLOYEE DRUG AND ALCOHOL TESTING

Section 5.1. Employee Drug and Alcohol Testing. The City may implement a drug and alcohol testing program which includes reasonable suspicion testing, post-incident testing, random testing, and return to work testing in the form attached hereto as Exhibit A.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 6.2. Work Period. For purposes of payment of overtime under the FLSA, the normal work period shall consist of 27 days. The shift schedule shall normally consist of an employee working 24 hours commencing at 7:00 a.m. and then having 48 hours off.

Section 6.3. Changes in Work Schedule. The shifts, workdays and hours to which employees are assigned shall be stated on the Departmental work schedule. Should it be necessary in the interest of efficient operations to establish different schedules, the City will give at least 24-hour notice where practicable of such change to the individuals affected by such change.

Section 6.4. Overtime Pay. Pursuant to the Fair Labor Standards Act, all hours worked in excess of 204 hours per work period shall be paid at time and one-half the regular pay rate. During a normal year, an employee is scheduled for 2,756 hours of work at the regular rate of pay. Vacation time and funeral leave (not exceeding one day) counts as time worked for purposes of the Fair Labor Standards Act.
Section 6.5.  Paid On Call Response. When an off-duty employee voluntarily responds to a call for manpower, that employee shall be paid the regular per call rate established by the City; except if the employee is ordered to work at the scene of a fire or accident in which event the employee will be credited with actual time worked, but not less than one hour.

Section 6.6.  Court Time. Employees who would otherwise be off-duty shall be credited with "hours worked" for all hours spent appearing in court on behalf of the City or in a matter arising out of their employment. Employees will not be paid for court time in litigation in which they are a plaintiff or in which the City of Burbank is the plaintiff and the employee is a defendant.

Section 6.7.  Required Overtime. The Fire Chief or his designee shall have the right to require overtime work and employees may not refuse overtime assignments.

Section 6.8.  Overtime and Detail Assignment. For planned overtime and detail assignment the City will continue to use the current system of assignment with no substantial change being made therein without prior notice to the Union; however, temporary employees shall not be included on the planned overtime and detail assignment list. Where a bargaining unit member cannot work and is replaced by a full-time employee, that employee must be a member of the bargaining unit. The City will use one overtime list for assignment of all overtime; however, if the overtime involved is 12 hours or less, an employee will not move to the bottom of the list if such overtime is worked or refused.

Section 6.9.  No Pyramiding. Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 6.10.  TRT Training. In the event that the City continues in the TRT program, the City may determine the number of employees to receive such training. If possible, training shall be scheduled for days on which an employee works, but in the event that an employee is required to attend training on off-duty time, then the employee shall be compensated for the hours of attendance (not transportation time) at the training. In no event shall the City be required to spend more than $15,000 per year for off-duty training compensation.

ARTICLE VII

GRIEVANCE

Section 7.1.  Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the City involving an alleged violation or misapplication of an express provision of this Agreement except that any dispute or difference of opinion concerning the imposition of discipline which is subject to the jurisdiction of the City of Burbank Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement.
Section 7.2. Procedure. A grievance filed against the City shall be processed in the following manner:

Step 1: Any employee or Union Representative who has a grievance shall orally present the grievance to the employee's immediate supervisor stating that the matter is a grievance under this Agreement.

Step 2: If the grievance is not settled at Step 1 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure it shall be submitted in writing to the employee's immediate supervisor specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All Step 2 grievances must be presented no later than 15 calendar days after the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within 5 calendar days after the grievance is presented.

Step 3: If the grievance is not settled at Step 2 and the employee, or the Union if an Union grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the Fire Chief within 10 calendar days after receipt of the City's answer in Step 2, or within 10 calendar days of the time when such answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Fire Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within 10 calendar days with the grievant and an authorized Union representative if one if requested by the employee at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Fire Chief or designee shall provide a written answer to the grievant, or to the Union if a Union grievance, within 5 calendar days following their meeting.

Step 4: If the grievance is not settled at Step 3 and the Union desires to appeal, it shall be referred by the Union in writing to the Mayor with 10 calendar days after receipt of the City's answer in Step 3. Thereafter, the Mayor or his designee and the Fire Chief or other appropriate individuals as desired by the Mayor shall meet with the grievant, the Steward involved and an outside, non-employee representative of the Union if desired by the employee within 10 calendar days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Mayor or designee shall submit a written answer to the Union within 10 calendar days following the meeting.

Section 7.3. Arbitration. If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the
grievance to arbitration, as described below, within 20 calendar days of receipt of the City's written answer as provided to the Union at Step 4:

(a) The parties shall attempt to agree upon an arbitrator within 10 calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said 10-day period, the grievant shall request the American Arbitration Association to submit a panel of 5 arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

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

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

(d) The arbitrator shall submit his decision in writing 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of federal and state administrative agencies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under federal and state law. Any decision or award of the arbitrator rendered within the limitations of this Section 7.4 shall be final and binding upon the City, the Union and the employees covered by this Agreement.
Section 7.5. **Time Limit For Filing.** No grievance shall be entertained or processed unless it is submitted at Step 1 within 10 calendar days after the occurrence of the event giving rise to the grievance or within 10 calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance.

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

Section 7.6. **Time Off.** The grievant and one Union representative, or a Union representative if a Union grievance, shall be given paid time off to participate in the Step 2 or Step 3 meetings if the meetings are conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

**ARTICLE VIII**

**NO STRIKE-NO LOCKOUT**

Section 8.1. **No Strike.** Neither the Union nor any employees, agents or employees will instigate, promote, sponsor, engage in any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the City, regardless of the reason for so doing. Informational picketing which does not cause or result in employees failing to work as scheduled is permitted. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 8.2. **No Lockout.** The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 8.3. **Penalty.** The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 8.1 is whether
or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 8.4. Judicial Restraint. Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE IX

HOLIDAYS

Section 9.1. Holidays. The following are holidays for eligible employees:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- July 4
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

Section 9.2. Holiday Pay and Work Requirements. Employees shall work all holidays when scheduled as part of their normal Departmental work schedule. Employees shall be compensated for holidays by being paid at the rate of 80 hours per year for the 10 holidays at the hourly rate of straight time as computed on a 40-hour work week to be paid during the month of each holiday.

Employees actually working Thanksgiving Day, Christmas Day and July 4th holiday shall be paid at the rate of 1 ½ times the normal rate of pay.

Section 9.3. Holiday Pay Compensation. Prior to January 1st of each calendar year, the employee must notify the City only if the employee wishes to select the deferred holiday pay compensation program listed below, otherwise, the employee will receive the immediate holiday pay as provided in Section 9.2.

Employees may at their option, be compensated for holidays by being paid a separate check on the first payday in December for an amount equaling 80 hours at the hourly rate of straight time as computed on a 40-hour work week. The employee must notify the City if selecting the deferred holiday pay compensation program listed, otherwise, the employee will receive the immediate holiday pay program.

In the event that an employee is scheduled to work a holiday, or the day before the holiday or the day after the holiday, calls in sick or is absent without leave the employee shall not receive holiday pay. Holiday pay shall not be earned while an employee is on a leave of absence. An employee who is required to work on a holiday to replace a scheduled employee, shall be paid at two times (2x) his normal rate of pay. This does not include an employee who volunteers to work such holiday.
ARTICLE X

LAYOFF, RECALL AND HIRING

Section 10.1. Layoff. The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in 65 ILCS 5/10-2.1-18. Layoffs will not be made by the City for the purpose of avoiding payment of overtime.

Section 10.2. Recall. Employees who are laid off shall be placed on a recall list for a period of 2 years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given 10-calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Fire Chief or his designee of his intention to return to work within 3 days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 10.3. Hiring. In the event that a vacancy exists in the rank of firefighter/paramedic due to the permanent retirement, promotion, or permanent disability of an employee, the City agrees to hire a replacement from the current original eligibility list within 90 days.

Section 10.4. Staffing. The City agrees, under normal circumstances, to make best efforts to insure that each shift is staffed by 8 employees. However, in the event of diminished manpower resulting from employee illness, injury or similar circumstances, the City agrees to make best efforts to insure that each shift is staffed by 7 employees, at least 6 of which are bargaining unit members. If the Union reasonably believes that the City has not met its obligations to use best efforts, it may request that bargaining be re-opened to discuss the issue of minimum manning. In no event, however, will the Union be allowed to request that bargaining be re-opened within one year of the Agreement being approved by the City Council. The City agrees to a minimum staffing requirement of 24 bargaining unit members. If there is an economic emergency, the City reserves the right to reopen collective bargaining to discuss a possible reduction in manpower. The minimum staffing/manning requirements shall remain in full force and effect during the term of this Agreement and shall expire upon the expiration of this Agreement or as may be agreed upon by the parties. In the event of a future interest arbitration concerning any type of minimum manning or staffing as set forth in this paragraph, the language in existence of this provision shall not be deemed to create any precedent or be deemed to be the current status between the parties.
ARTICLE XI

VACATIONS

Section 11.1. Eligibility and Allowances. All employees shall be eligible for paid vacation time after the completion of 1 year of continuous full-time employment. Employees shall start to earn vacation allowance as of their date of hire, but cannot use vacation time until the year after it is earned. Vacation allowances shall be earned monthly, based on the following schedule:

<table>
<thead>
<tr>
<th>Year</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>None</td>
</tr>
<tr>
<td>2nd through 4th</td>
<td>7 days</td>
</tr>
<tr>
<td>5th through 10th</td>
<td>9 days</td>
</tr>
<tr>
<td>11th through 14th</td>
<td>11 days</td>
</tr>
<tr>
<td>15th through 19th</td>
<td>14 days</td>
</tr>
<tr>
<td>20 or more years</td>
<td>15 days</td>
</tr>
</tbody>
</table>

For purpose of this Article, the term "working days" equals a regular 24-hour day.

Section 11.2. 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 classification on the payday immediately preceding the employee's vacation.

Section 11.3. Scheduling and Accrual. Employees shall be awarded vacation time by the City in accordance with City service needs and, if possible, the employee's desires. No vacation days may be taken without prior notice to and approval of the Fire Chief. The vacation schedule shall be picked yearly with vacation preferences determined by seniority, regardless of rank, on the department, with each shift picking its vacation schedule. The most senior employee shall select one vacation preference of continuous days and shall then rotate to the bottom of the list. The second most senior employee shall have the second choice, and so on.

An employee may annually accrue up to ½ of the vacation days earned in a year to a maximum of 10 days. Vacation leave in total cannot be accrued to more than 50 days. An employee cannot use more than 1 ½ times his annual vacation during a year without approval of the Fire Chief.

Section 11.4. Accumulation. Vacation credit shall not be accumulated during any layoff period nor shall vacation credit be accumulated during any unpaid leave of absence.

Section 11.5. City Emergency. In case of an emergency the Mayor or Fire Chief may cancel and reschedule any or all approved vacation leaves in advance of their being taken, or recall back any employee from vacation in progress as long as the employee is in the State of Illinois and does not suffer any penalty or the loss of deposit on transportation or lodging.
Section 11.6. Payment for Unused Vacation. An employee may request to be paid for 5 or less days of unused vacation during each calendar year.

ARTICLE XII

SICK LEAVE

Section 12.1. Purpose. Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or behalf of the employee or fellow employees for them to work while sick.

Section 12.2. Allowance. Sick leave may be used for sickness or disability, or for caring for a seriously ill or injured individual living with the employee and who is in the employee's immediate family (defined as the employee's legal spouse, children, step-children, parents, parents of spouse, step-parents, brothers, sisters and relatives living under the same roof as the employee).

Section 12.3. Personal Days. Employees may use 3 days of their sick leave each year as personal days. The scheduling of personal days is subject to the needs of the department. Personal days may not be scheduled on holidays. Personal days must be scheduled at least 7 calendar days in advance if possible. In the event that two employees ask for the same personal day, the employee with the most seniority shall receive preference. Allowance for personal days shall take preference over compensatory time. An employee may use personal days consecutively up to 3 days at a time, but only in the event that scheduling of the personal days does not require payment of overtime to another employee. As scheduling personal days consecutively is not favored, such scheduling is subject to bumping by any other senior employee 14 or more days prior to the first consecutive personal day scheduled.

Section 12.4. Sick Days Earned. Sick leave shall accrue on a monthly basis of one-half (½) day per month of completed employment. An employee who does not use more than 3 sick days in a year shall be credited with one sick day at the conclusion of the year. There are no maximum sick days which an employee can accumulate.

Section 12.5. Notification. Notification of absence due to sickness shall be given to the City as soon as possible on the first day of such absence and every day thereafter (unless this requirement is modified or waived by the Chief), but no later than 1 hour before the start of the employee's work shift unless it is shown that such notification not reasonably possible. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

Section 12.6. Medical Examination. Prior to an employee's returning to work after missing 2 working days, the City may require a written certification from a physician indicating the nature of the illness and containing a statement that the employee has been examined and is physically able to return to work.
Section 12.7. Abuse of Sick Leave. Abuse of sick leave is a serious matter which may subject an employee to discipline. The Union shall join the City in making an effort to correct the abuse of sick leave wherever and whenever it may occur.

Section 12.8. Sick Leave Utilization. Sick leave shall be used in no less an increment than one-half (½) day. At the termination of employment, unused sick leave shall be bought back by the City at the rate of $75.00 per day.

Section 12.9. Sick Leave Buy Back. The employee, once each calendar year, may require the City to buy back any amount of unused and accrued sick leave which the employee has accrued in excess of 60 days at the rate of $75.00 per day.

ARTICLE XIII

ADDITIONAL LEAVES OF ABSENCE

Section 13.1. Discretionary Leaves. The City may grant a leave of absence under this Article to any bargaining unit employee where the City determines there is good and sufficient reason. The City shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 13.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Mayor and Fire Chief or their designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Mayor and it shall be in writing.

Section 13.3. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 13.4. Jury Duty Leave. Employees covered by this Agreement who are required to serve on a jury on a day that they are scheduled to work shall sign their jury duty checks over to the City. The City shall compensate such employees, at their regular rate of pay, for days spent on jury duty that the employee was scheduled to work. Each day an employee serving on jury duty shall be excused from work not less than 3 hours before the start of jury duty and shall report for work not less than 3 hours after being excused from jury duty.

Section 13.5. Funeral Leave. In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, son-in-law, daughter-in-law, parents, parents of spouse, step-parents, grandparents, brothers, sisters, step-brother and step-sister), an employee shall be granted one paid workday off if the employee attends the funeral. An employee shall provide satisfactory evidence of eligibility for this benefit if reasonably requested by the City.
Section 13.6. **Leave for Illness or Injury.** In the event an employee is unable to work by reason of on duty injury (including those compensable under workers' compensation), the City shall grant a leave of absence during which time the employee shall accrue seniority. In the event that an employee is unable to work by reason of an off duty injury or illness, the City may grant a leave of absence after the employee exhausts all of his accrued sick leave during which time the employee shall not accrue seniority for more than 6 months.

Before returning to work, the employee shall furnish a medical report from his doctor to the effect that the employee can perform the duties of his position. The City may require, at its expense, that the employee undergo additional medical examinations.

Section 13.7. **Benefits While on Leave.** Unless otherwise stated in this Article or otherwise required by law, length of service and any right or privilege for which length of service is a factor shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status.

Upon return the City will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification and if the employee does not have enough seniority to bump the employee currently occupying the position. If an employee returns after one year from a leave as a result of an off duty injury or illness, the employee shall not be permitted to bump another employee, but will have priority for the first opening available for which he is qualified.

If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

During the approved unpaid leave of absence of more than 30 calendar days or layoff under this Agreement, all fringe benefits will cease, except that the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plans, provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the City.

Section 13.8. **Non-Employment Elsewhere.** A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave granted by Article XIII without written permission of the Mayor may immediately be terminated by the City.

Section 13.9. **Light Duty.** Except as required by the ADA, the City is under no obligation to provide light duty. Light duty may be assigned to the employee provided the employee has been released for light duty by the employee’s physician or a physician designated by the City, but the light duty shall not include response to emergency calls. The City may assign an employee to work five 8-hour shifts during a 7-day work week in lieu of 24-hour scheduling. In such event the employee shall be paid at the regular base weekly pay including FLSA time (provided that all scheduled time during the 27-day FLSA cycle has been worked) for such 40
hours of light-duty employment. The light-duty employment may not necessarily include duties ordinarily performed by the employee as a Fire employee, but the employee shall be qualified to perform the light duties and the light-duty employment shall not violate the provisions of any other collective bargaining agreement.

Section 13.10. Maternity Leave. Leave shall be provided as required by the Family Medical Leave Act in conformity with the provisions of the policy applicable to all City employees.

ARTICLE XIV

COMPENSATION

Section 14.1. Wages. The minimum regular straight-time salary rates to be paid during the term of this Agreement are shown on Exhibit B attached hereto and reflect a wage increase of 2.50% for 2020, 2.50% for 2021, 2.75% for 2022, 2.75% for 2023 and 2.75% for 2024. The wage increase for 2020, through 2024 shall be subject to a most favored nation clause with the wages negotiated by the City for those years with the collective bargaining unit covering police patrol officers of the City. All wages and compensation shall be directly deposited into one account designated on a yearly basis by the employee, provided that a direct deposit system is implemented under all other collective bargaining agreements with City employees.

Section 14.2. Specialization Pay. Each employee who is appointed to the following positions and has received and maintains certifications (if appropriate) shall receive the following annual specialization pay prorated and paid on a monthly basis:

- Paramedic (Engineer and Lieutenant rank) $1,200.00
- Paramedic Coordinator (1) 4,200.00
- S.C.B.A. Certification Technician (1) 840.00
- T.R.T. Coordinator (1) 840.00
- EMS Specialist (1) 840.00
- Mechanic (1) 4,500.00
- Mechanic II (1) 4,500.00

The City is not required to maintain any specific number of positions in each category. The specialization pay for the paramedic coordinator is in lieu in payment of overtime for duties required during other than regularly scheduled hours. All of the above, except Paramedic (Engineer and Lieutenant rank) are assignments made by the Fire Chief for which there is no tenure.

Section 14.3. Academic Achievement. Each employee who has received a college degree, from an approved accredited college, in a field of fire or medical work (as approved by the Fire Chief) shall receive the following annual academic achievement pay:

- Associate $540.00
Bachelor 840.00
Master 1,200.00
Doctor 1,560.00

Section 14.4. Acting Rank Pay. In the event that an employee acts in a different rank, then the employee shall be paid the pay of that different rank. A lieutenant shall not receive acting rank pay when a battalion chief is not on duty. An engineer or firefighter/paramedic will receive acting rank pay when there is no lieutenant and battalion chief on duty and such employee acts in the role of shift commander. A firefighter/paramedic will receive acting rank pay when they act in the role of engineer. There shall be no ACO (Acting Company Officer) pay. There shall be no acting rank pay as a result of a trade of shift.

Section 14.5. Paramedic Certification. As required by the Municipal Code of the City of Burbank, all employees hired after January 11, 1984 are required to maintain paramedic certification. The City agrees that this requirement will not apply to lieutenants commencing in 1999 provided that any lieutenant not being certified as a paramedic must be and remain certified as an EMT-B. Any person in the rank of engineer may drop paramedic certification at any time provided that any engineer dropping paramedic certification must be and remain certified as an EMT-B and provided that at least one-half (½) of the engineers remain paramedics. Engineers shall be allowed to drop paramedic certification on the basis of seniority, and once paramedic certification is dropped, it shall be reinstated only with the consent of the employee.

Section 14.6. 7(g) Compensation. In accordance with Section 7(g) of the Fair Labor Standards Act, the Union and the City agrees that when an employee voluntarily works the following non-firefighting, off-duty specialty assignments, such work shall be performed at the hourly rate of $15.00 per hour, with an overtime rate of $22.50 per hour:

- Public Education
- Maps and Preplans
- EMS/Fire Quality Assurance
- Technology Development
- Equipment Maintenance
- Facilities Maintenance
- Fire Department Records
- Fire Prevention Bureau
- Cadet Program
- CPR Program
- Home Safety Visits/Inspections
- Radio Communications
- Peer Fitness

ARTICLE XV

UNIFORM ALLOWANCE
Section 15.1. Uniform Allowance. Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing and personal equipment shall receive a uniform allowance of $1,000 per calendar year to be used solely for purchasing required items of uniform clothing and personal equipment. Clothing and equipment shall be purchased from a reputable clothier selected by the City using a voucher system. Any uniform allowance not used in a calendar year may be carried over for an unlimited time.

Not more often than once every 10 years, the City agrees to replace worn and unusable turnout gear of each employee. If an employee wishes to replace worn turnout gear prior to every 10 years, the employee may use the uniform allowance to do so.

ARTICLE XVI

INSURANCE

Section 16.1. Insurance Coverage. The City shall continue to make available to non-retired employees and their dependents group health, dental, and hospitalization insurance and $25,000 life insurance coverage and benefits as existed prior to the signing of this Agreement with the following exceptions:

(a) Changes required by State or Federal law;

(b) Changes unilaterally implemented by the insurance carrier for the same class of policies as the City’s;

(c) HMO physician office visit/specialist office visit/emergency room co-payment shall be $30/$50/$150 effective 1/1/16;

(d) PPO physician office visit/specialist office visit/emergency room co-payment shall be $25/$50/$150 effective 1/1/16;

(e) PPO Deductible Employee/Family shall be $600/$1,200/$1,800 in network and $1,600/$2,400 out of network effective 1/1/16;

(f) PPO out-of-pocket maximum Employee/Family shall be $2,000/$4,000/$6,000 in network and $4,000/$8,000/$12,000 out of network effective 1/1/16;

(g) PPO/HMO prescription co-pay shall be $20 generic/$40 formulary/$65 non-formulary effective 1/1/16; and

(h) HMO in-patient hospital care for the first 5 days only shall be $250/day effective 1/1/16.
The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance coverage and benefits remains substantially the same. The parties also agree to reopen negotiations if the level of coverage triggers the “Cadillac tax” under the provisions of the Affordable Care Act.

Section 16.2. Payment of Premium. The City shall pay 78% of the premium and the employee shall pay 22% of the premium for PPO coverage. The City shall pay 95% of the premium for HMO single coverage, 92.5% of the premium for HMO single plus one coverage, and 90% of the premium for HMO family coverage.

Section 16.3. Insurance Committee. The City shall establish a committee on health and medical insurance coverage for all City employees for the purpose of achieving good medical coverage at a reasonable cost for all employees of the City. This committee, at a minimum, shall consist of one representative of any collective bargaining agent for any City employees, one representative of employees not represented by a collective bargaining agent, and one or more representatives of management of the City. This committee is advisory only and may not take any binding action. Recommendations of this committee may be rejected by the City for any reason, and no such rejection shall be grievable.

Section 16.4. IRC 125 Flexible Benefit Plan. If allowed by law, the City will implement an IRC 125 flexible benefit plan as soon as practicable in 1995 which will allow pretax deductions by employees for the purpose of paying their portion of the health insurance premium.

Section 16.5. Surviving Spouse Insurance Coverage. The City shall bear the cost of insurance premiums for the surviving spouse/dependents of an employee killed in the line of duty for 10 years immediately following the death of an employee, or until the spouse remarries. Should the spouse be employed with insurance coverage, the City shall pay whatever share the spouse is required to pay for his/her employer-provided insurance up to the amount equal to the cost for City-provided insurance.

Section 16.6. Retirement Insurance Benefit. An employee who retires with 20 or more years of service shall have the option, which must be exercised not later than 30 days after retirement, to convert accrued benefits (sick time, vacation time and compensatory time) into a health insurance benefit. If the qualified employee elects this option, the City shall establish a retirement health insurance (cash) bank consisting of 100% of the employee’s accrued benefits, based upon the employee’s rate of pay at the time of retirement. The City shall deduct (from the employee’s retirement health insurance bank) the initial retirement health insurance premium based upon the current monthly rate (“base year premium monthly rate”). Subsequent years’ coverage shall also be deducted from the employee’s retirement health insurance bank until it is exhausted. However, the City agrees to pay 50% of any increase in the base year premium monthly rate, with the remaining portion of the premium increase being deducted from the employee’s retirement health insurance bank. Once enrolled, the employee may opt out of the retirement health insurance benefit, but shall not be allowed to reenroll. The employee shall be entitled to a refund of the remaining portion of his retirement health insurance bank, but any refund of the proportionate share of his accrued benefits attributable to sick days shall be paid at the rate
provided for in Section 12.8. The health insurance benefit must be used by the employee within 15 years of retirement.

Section 16.7. Post-Retirement Health Care. The City agrees to cooperate with the Union in implementing a VEBA plan or similar post-retirement health care plan, provided that the Union (or an agent acceptable to the Union) is the plan administrator and there is no additional cost to the City. The City will not unreasonably withhold its consent on the method of funding the plan, but in no event is the City obligated to contribute to the plan or be required to allow the use of the employees' unused benefit time or compensatory time to fund the plan. The City and the Union agree to work together to implement the provisions of this section.

ARTICLE XVII

MISCELLANEOUS BENEFITS

Section 17.1. Bill of Rights. Nothing in this Agreement shall be construed to make inapplicable any rights granted employees in respect to disciplinary investigations and actions (Firemen's Disciplinary Act, see 50 ILCS 745/1, et seq.) but such rights shall not be deemed incorporated by reference into this Agreement and are not grievable.

Section 17.2. Union Representatives Access. Authorized representatives of the National or State Union shall be permitted to visit the Department at reasonable times and to a reasonable extent during work hours for the purpose of discussing with individual employees matters covered by this Agreement; provided, such visits and discussions shall not disrupt department work or require additional work time by employees and provided further that the Chief or his designee shall be advised in advance of all proposed such visits, and may disallow same if contrary to the foregoing restrictions or otherwise unreasonable.

Section 17.3. Eyeglass Repair/Replacement. The City shall bear the reasonable cost of repair or replacement of prescription eyeglasses belonging to an employee to the extent of damage occurring in the line of duty. Any incident resulting in such damage shall be fully documented and immediately reported to the immediate supervisor as a condition to reimbursement. Contact lenses are covered by this provision only to the extent use of same on duty is authorized by the Department.

Section 17.4. Extraordinary Disease Exposure Inoculations. The City shall provide, or in the event that it does not provide then it shall pay for, immunization or inoculation shots for diphtheria, pertussis, tetanus, measles, mumps, rubella and hepatitis B on an annual basis or as often as medically required. The City shall bear the reasonable cost of inoculation or immunization shots provided to an employee and his family when deemed by competent medical authority to be necessary as the result of the employee's significant exposure in the line of duty to dangerous contagious diseases (excludes exposure to common "household" diseases such as colds, the "flu", and the like).

Section 17.5. Tuition Reimbursement. In order to encourage the educational and academic background of the employees, the City shall reimburse the employee for tuition paid to
attend college courses in the field of fire protection or medical treatment. Each college and course must receive prior approval of the Fire Chief. The amount of the hourly rate of reimbursement for tuition may not exceed the then current hourly rate of tuition charged at the University of Illinois Chicago Circle Campus. Tuition shall be reimbursed to the employee upon satisfactory completion of the course in accordance with the following schedule:

- Grade of A+, A or A- (or Pass) 100%
- Grade of B+, B or B- 75%
- Grade of C+ or C 50%

Notwithstanding the foregoing, the City’s obligation to provide tuition reimbursement shall not exceed a maximum of $30,000 per calendar year.

Section 17.6. File Inspection. Each employee shall be permitted to inspect his personnel file within 3 calendar days after written request is made. The right of inspection does not apply to:

(a) Letters of reference for that employee.
(b) Any portion of a test document, except that the employee may see a cumulative total test score for either a section of or the entire test document.
(c) Materials used by the employer for management planning, including but not limited to judgments, external peer review documents or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments or other comments or ratings used for the employer's planning purposes.
(d) Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
(e) Records relevant to any other pending claim between the employer and employee which may be discovered in a judicial proceeding.
(f) Investigatory or security records maintained by an employer to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the employer's property, operations, or business or could by the employee's activity cause the employer financial liability, unless and until the employer takes adverse personnel action based on information in such records.

The sole remedy for violation of this section is that such documents that should have been available for inspection, but were not, may not be used in any disciplinary hearing before the Board of Fire and Police Commissioners against the employee.
Section 17.7. Retention of Disciplinary Records. The record of any minor disciplinary action or event, other than a suspension, discharge or demotion, shall be purged from an employee's personnel file after the expiration of 24 months. The record of any major disciplinary action or event (such as the use of alcohol or drugs, or conduct violating criminal law), other than a suspension, discharge or demotion, shall be purged from an employee's personnel file after the expiration of 48 months.

Section 17.8. Disability Benefits. In the event that an employee suffers a disability because of an injury in the line of duty, the employee is advised of his rights under the Workers' Compensation Act (820 ILCS 305/1, et seq.) and under the Illinois Pension Code (40 ILCS 5/4-101, et seq.). In the event that an employee suffers a disability because of an injury not in the line of duty, the employee is advised of his rights under the Illinois Pension Code (40 ILCS 5/4-101, et seq.).

Section 17.9. Indemnification. The City agrees to indemnify an employee against any judgment, claim or action arising out of the employee’s performance of his duties as a Fire Department employee. The City shall provide mandatory procedural guidelines to be followed by the employee claiming indemnification. Under no circumstances will an employee be entitled to indemnification where, as a result of his conduct, he has been found guilty of a misdemeanor or felony (excluding any petty offense, business offense or absolute liability offense).

Section 17.10. Defective Equipment. No employee shall be required to use any equipment that has been designated by both the Union and the City as being defective because of a disabling condition unless the disabling condition has been corrected.

When a Fire Department vehicle is found to have a disabling defect or is in violation of the law, the employee will notify his supervisor, complete required reports, and follow the supervisor’s direction relative to requesting repair, replacement, or the continued operation of said vehicle.

ARTICLE XVIII

MAINTENANCE OF ECONOMIC BENEFITS

Section 18.1. Maintenance of Economic Benefits. All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the City shall notify the Union of its intention to change them. Upon such notification, and if requested by the Union, the City shall meet and discuss such change before it is finally implemented by the City. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Union becomes aware of such a change and has not received notification, the Union must notify the City as soon as possible and request discussions of such discussions are desired. The failure of the Union to request discussions shall act as a waiver of the right to such discussions by the Union.
Specifically the City agrees to allow employees to:

(a) Trade shifts between qualified employees provided that adequate advance notice is given to the Fire Chief. A written request for a shift trade must be made and approved for any trade involving 12 or more hours. Any trade of 12 or less hours may receive the oral approval of the Fire Chief. The City may deny/grant a shift trade request for disciplinary/reward reasons, but no single infraction shall result in the denial of shift trades for a period in excess of 60 calendar days. The disallowance of shift trades is not subject to grievance procedures, but a reason shall be provided for the denial of any written request for a shift trade involving 12 or more hours.

(b) Prepare meals for scheduled mealtimes.

(c) Shop within the City for food to be consumed for scheduled mealtimes or outside of the City with permission of the shift supervisor.

(d) Attend to personal banking business at a financial institution located within the City.

(e) Attend to personal hygiene matters such as showering and shaving.

ARTICLE XIX

IMPASSE RESOLUTION

Section 19.1. Impasse Resolution. Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended.

ARTICLE XX

BOARD OF FIRE AND POLICE COMMISSIONERS

Section 20.1. Board of Fire and Police Commissioners. The parties recognize that the Board of Fire and Police Commissioners of the City of Burbank have certain disciplinary authority over employees covered by this Agreement. Nothing in this Agreement is intended in any way to replace or diminish that authority.
ARTICLE XXI

PROMOTIONS

Section 21.1 General. Promotions to the rank of Engineer and Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotional Act, 50 ILCS 742/1, et seq. (hereinafter the "Act"). Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act. The failure to expressly include language from the Act shall not mean that such language is inapplicable, except to the extent expressly modified herein. To the extent that the Act is changed by subsequent legislation, such changes shall be applicable and supersede any contrary provisions in this Article. Examinations for promotion to Engineer and Lieutenant shall be conducted so that they are at least 90 days apart. No relative or in-law of a person being tested shall have any input into the scoring for any test component for the person to whom related.

Section 21.2 Vacancies. This Article applies to promotions to vacancies in the rank of Engineer and Lieutenant. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted. The Board of Fire and Police Commissioners shall initiate the promotion process and post the final promotion eligibility list. The Mayor shall make the promotion off of the final promotion eligibility list in accordance with the terms of this Article.

Section 21.3 Eligibility. All rostered employees having the rank of full-time Firefighter/Paramedic shall be eligible for promotion and eligible to take the promotional examination for Engineer, provided that the employee has not less than 3 years of full-time service on the Burbank Fire Department as of the date that the City posts the announcement of the promotional examination process and provided further that the employee has attained and maintained certification as a Fire Apparatus Engineer and provisional Fire Officer I. For any promotional testing conducted after December 31, 2019, the employee shall have not less than 5 years of full-time service on the Burbank Fire Department as of the date that the City posts the announcement of the promotional examination process.

All rostered employees having the rank of full-time Firefighter/Paramedic or Engineer shall be eligible for promotion and eligible to take the promotional examination for Lieutenant, provided that the employee has not less than 7 years of full-time service on the Burbank Fire Department as of the date that the City posts the announcement of the promotional examination process and provided further that the employee has attained and maintained certification as a Fire Apparatus Engineer, Fire Officer I and provisional Fire Officer II.
Section 21.4 Rating Factors and Weights. All examinations shall be impartial and shall relate to those matters which will test the candidate’s ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the 6 following components weighted as specified:

<table>
<thead>
<tr>
<th>Component</th>
<th>Percentage Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Written Examination</td>
<td>50.0%</td>
</tr>
<tr>
<td>(b) Seniority</td>
<td>10.0%</td>
</tr>
<tr>
<td>(c) Ascertained Merit</td>
<td>10.0%</td>
</tr>
<tr>
<td>(d) Fire Department Management Review</td>
<td>5.0%</td>
</tr>
<tr>
<td>(e) Board of Fire and Police Commissioners Interview/Review</td>
<td>5.0%</td>
</tr>
<tr>
<td>(f) Assessment Center</td>
<td>20.0%</td>
</tr>
</tbody>
</table>

Section 21.5 Test Components.

(a) Written Examination. The written examination shall test matters pertinent to the rank being tested. The written examination shall be administered as the last component after all other components have been completed and the scoring announced to the candidates. The City will post a reading list of the study materials for the written examination which shall include all areas contained in the written examination at least 90 days prior to the date of the written examination. The written test may contain test questions from the study guides from the reading list of the study materials. The written test may be scored on site in the presence of two monitors appointed by the Union, or the tests shall be sealed and scored off site by an independent agency with the results being mailed to each candidate.

(b) Seniority Points. Seniority points shall be awarded based upon completed years of service on the Burbank Fire Department as of the date of the announcement of the promotional examination process. One-half (.50) point shall be awarded for each completed year of service and prorated at .0417/ completed month of service. The maximum amount of seniority points is 10.0 points.

(c) Ascertained Merit. Candidates shall be awarded a maximum of 15 points for Ascertained Merit based upon the following degrees and certifications which must be maintained as active/current in the specified area:

<table>
<thead>
<tr>
<th>Degree/Certification</th>
<th>Points</th>
</tr>
</thead>
</table>

25
Associates Degree in Fire Science 2
Bachelors Degree in Fire Management 4
Masters Degree in Public Administration 6
Haz Mat MABAS #21 2
Tech. Rescue TRT Red Team 4
Fire Investigator 2
Juvenile Fire Setter 1
Child Safety Seat Instructor 1
CPR Instructor 1
Rescue Roadway Extrication 1
Pediatric Advanced Life Support 1
Lead Instructor EMT-B 1
Fire Prevention Officer 3
Health and Safety Officer 1
Instructor III 1
Training Program Manager 1
Hazardous Materials Incident Commander 1
Fire Department Safety Officer 1
South Suburban Emergency Response Team (S.S.E.R.T.) 2

A candidate may only receive points in one of the 3 degree categories.

(d) **Subjective Evaluation.** The subjective evaluation shall consist of the following 3 components: an in house Assessment Center, Fire Department Management Review and Board of Fire and Police Commissioners Interview/Review.

The purpose of the Subjective Evaluation shall be to measure and assess the administrative and supervisory skills of the candidates as well as matters pertinent to the rank being tested. The Subjective Evaluation may include, but is not limited to, the following categories:

- Leadership Skills and Ability
- Problem Analysis/Solving
- Judgment & Decision Making
- Customer Service Skills
- Written Communication
- Interpersonal Relations
- Tactical Fire Suppression Simulation
- Handling priorities and Sensitive Situations

Management Control
Managing Conflicts
Team Relations
Persuasiveness
Oral Communication

The Assessment Center shall be conducted by a qualified and impartial 3-person board specified by the City, 2 members of which shall be from the Fire Department management and one member of which shall be an officer from another fire department or fire protection district. The Union shall have the right to monitor the Assessment Center and to record such testing. The Fire Department Management Review shall be conducted by all members of the
Burbank Fire Department holding a rank higher than Lieutenant based upon a written list of criteria provided at least 30 days prior to the beginning of the promotional process which are to be used for assigning points. The Board of Fire and Police Commissioners Interview/Review shall be conducted by the 3 members thereof, provided that such members may use an independent consultant to formulate and review the candidates.

Section 21.6 Scoring of Components. Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score of 100 points.

Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the final promotional list. In the event that two or more candidates attain the identical score, then the candidate with the highest seniority shall be placed highest on the list. No candidate shall be placed on the final promotional list who has not achieved a minimum score of 70 points. A copy of the final promotional list shall be posted at each fire station, provided to the Union, and provided to all candidates.

Section 21.7 Right to Review. The union or any affected candidate who believes that an error has been made with the respect to the administration of any test component or any procedure provided under this Article shall have the right to a review of the matter with the appropriate evaluator or testing agency. A grievance may be filed subject to the following conditions:

(a) The grievance shall be limited to disputes relating to a claim that the City failed to follow the requirements of this Article in administering the test.

(b) The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test, other than: (1) the accuracy of the computations of the points awarded or (2) the allegation that the decision of the evaluator was arbitrary and capricious.

Any grievance regarding promotional testing must be filed no later than ten (10) calendar days from the date that the results of the applicable testing component are posted and shall be filed at Step 4 of the grievance procedure provided for in Article VII.

Section 21.8 Order of Selection. Whenever a funded promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the Mayor shall appoint to that position the candidate with the highest ranking on the final promotion list for that rank, except that the Mayor shall have the right to pass over that candidate and appoint the next highest ranked candidate if the Mayor has reason to conclude that the highest ranking candidate has demonstrated substantial shortcoming in work performance or has engaged in misconduct affecting the candidate’s ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest
ranked candidate is passed over, the Mayor shall document its reasons for its decision to select the next highest ranked candidate. Unless the reasons for passing over the highest ranked candidate are not remediable, no person who is the highest ranking candidate on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest ranked candidate shall be subject to resolution in accordance with grievance procedure in Article VII of this agreement filed at Step 4 of the grievance procedure.

Section 21.9 Maintenance of Promotional List. The final promotional list shall be valid and unaltered for a period of 3 years after the date of initial posting. The City shall take all necessary steps to ensure that the Board of Fire and Police Commissioners maintains in effect current eligibility lists so that promotional vacancies can be filled no later than 60 days after the occurrence of the funded vacancy.

ARTICLE XXII

OUTSIDE EMPLOYMENT

Section 22.1. Outside Employment. No employee of the City shall be employed in any other business, position or occupation that interferes in any way with his City position or the full and proper performance of his duties.

No employee shall undertake or continue to engage in outside employment until and unless he has given notice to the Chief as to the hours to be worked and the schedule of such hours, and has provided a telephone number where he may be reached.

ARTICLE XXIII

SAVINGS CLAUSE

Section 23.1. Savings Clause. In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the Board, Agency or Court decision; and upon issuance of such a decision, the City and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.
ARTICLE XXIV

ENTIRE AGREEMENT

Section 24.1. Entire Agreement. This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in the Agreement, it may be changed by the Employer as provided in the Management Rights clause, Article IV. Before changing any past practice which has an economic effect on employees, the City shall give notice of proposed change to the Union. The Union shall have 7 days from receipt of notice to file a demand for bargaining over the effect of the proposed change. The City is obligated to bargain over the effect of the change but not over the change itself. The City may implement the change 7 days after giving notice, whether or not the Union files a demand for bargaining over the effect. In the event that the City fails to give notice of a proposed change, then the only remedy shall be that the Union may demand bargaining over the effect at any time.

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 or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity were set forth in this Agreement. Therefore, the City and the Union, for the duration 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 subject referred to, or covered in this Agreement, or with respect to the impact or effects upon employees of the City's exercise of its rights under this Agreement, except as to the impact and effect of matters not contemplated or not foreseen by the City and the Union resulting from changes not within the control of either of them.
ARTICLE XXV

TERMINATION

Section 25.1. Termination. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 P.M. on the 31st day of December, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 70 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 60 days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least 10 days' written notice to the other party of its desire to terminate this Agreement, provided such termination shall not be before the anniversary date set forth in the preceding paragraph.

Dated as of May 13, 2020.

CITY OF BURBANK

Mayor

City Clerk

SERVICE EMPLOYEES’ LOCAL NO. 73

Dominic Giangrande

Audra Rehm

Jane Barron
DRUG AND ALCOHOL ABUSE POLICY
AND TESTING PROCEDURES FOR
CITY OF BURBANK FIRE DEPARTMENT EMPLOYEES

INTRODUCTION

The objective of the City of Burbank ("City") is to preserve the public health, safety and welfare. This mission is fundamentally compromised when employees of the Fire Department engage in the use of illegal drugs or abuse legal drugs. Drug abuse by employees jeopardizes the public's health, safety and welfare. Drug abuse can cause irreparable harm to and endanger the lives of the employee, the public, and other City employees.

In the interests of establishing an efficient Fire Department operation, the City has adopted this policy which shall be applicable to all full-time employees of the City of Burbank Fire Department, regardless of rank. The City is committed to making drug testing an integral part of its effort to build and maintain an effective Fire Department. Full compliance with this policy is a condition of continued employment with the City. Violation of any provision of this policy is cause for discharge.

I. DRUG/ALCOHOL TESTING CATEGORIES

The City will conduct drug/alcohol testing in four different categories: (1) reasonable suspicion testing; (2) post-accident testing; (3) random testing; and (4) return to work testing.

A. REASONABLE SUSPICION TESTING.

An on-duty Fire Department employee will be required to submit to a drug/alcohol test if reasonable suspicion exists that the employee may be under the influence of drugs/alcohol. "On duty" means the time when an employee begins work until the time when the employee is relieved from all responsibility for performing work.

Reasonable suspicion testing may be based upon:

1. Observable phenomena, such as direct observation of on-duty drug/alcohol use, possession of drugs/alcohol, or physical or behavioral symptoms of being under the influence of drugs/alcohol while on duty;

2. Information regarding employee drug/alcohol use which is either provided by reliable and credible sources, or independently corroborated by reliable and credible sources;

EXHIBIT A
3. The employee's arrest or conviction for a recent drug/alcohol-related offense; or the identification by a law enforcement agency of the employee as the focus of a current criminal investigation into illegal drug possession, use, or trafficking; or

4. Newly discovered evidence that the employee has tampered with a previous drug/alcohol test.

With respect to reasonable suspicion based on observable phenomena, the reasonable suspicion determination will be made by City personnel who have been trained to detect or have experience in the detection of symptoms of drug/alcohol use.

The procedure for establishing reasonable suspicion based on observable phenomena will be as follows. The supervisor who observes the employee will complete a written report detailing the basis for the supervisor's belief that the employee may be using drugs/alcohol. The report should include the dates and times of observations, reliable/credible sources of information and any additional relevant information. The supervisor must send the report to the Fire Chief within 24 hours of the latest observed conduct. The Fire Chief will determine whether reasonable suspicion exists. If the Fire Chief determines that reasonable suspicion exists, the employee will be tested within two hours, or as reasonably practicable thereafter, after the determination is made. If the employee does not make himself available for testing during that period, the employee will be deemed to have refused to test and will be subject to disciplinary action.

B. POST-ACCIDENT TESTING.

An employee involved in an on-duty accident will be subject to drug/alcohol testing if reasonable suspicion exists that the employee's conduct was a factor in the accident, and the accident results in:

1. A death or a personal injury requiring transportation of any person by ambulance to a hospital for possible medical treatment, or

2. Property damage in excess of $500, such determination to be made by the employee's supervisor in consultation with automobile repair personnel, if necessary.

3. An injury to the employee requiring completion of a worker's compensation report.

The employee is responsible for reporting such an accident to his supervisor and making arrangements with the supervisor for the submission of a urine specimen within two hours after the accident. An employee who is seriously injured and cannot provide a specimen at the time of the accident must, as soon as possible thereafter, provide the necessary authorization for obtaining medical reports or other documents that would indicate whether or not there were illegal drugs in his system.
The failure or refusal of an employee to report an accident or submit to a post-accident drug test will be treated as a refusal to test and will subject the employee to disciplinary action.

C. RANDOM TESTING.

Fire Department employees will be subject to random testing. Random testing will be conducted such that the number of random drug tests in a month will be one, except during the months of June, July and August when the number of random drug tests will be two. The actual selection of employees to be tested will be made through a random method determined by the City. Selection of the employees shall occur on a monthly basis at a date and time posted at least 7 days prior thereto and shall be open to all Fire Department employees. Once an employee has been tested twice in a calendar year, his name shall be removed from the selection list and shall not be randomly tested again during that calendar year. An employee who is scheduled for vacation the day after the selection shall not be placed on the selection list. The employees chosen for random testing will be notified at work or at their residential telephone number that they have on file with the Fire Department and tested on the date of selection if at work on that day or by 12:00 noon of their next regular scheduled work day, unless ordered to test sooner. If an employee fails to report for testing as required, the employee will be deemed to have refused to test and will be subject to disciplinary action. Random testing may also include alcohol testing at the direction of the City. If an employee is ordered to test while off duty, then the employee shall be compensated for the time spent in travel and for the testing.

D. RETURN TO WORK TESTING.

An employee who returns to work after an absence of 30 days or more (except for vacation) will be required to submit to a drug test before being allowed to resume working. Refusal to submit to the test will be treated as a refusal to test and will subject the employee to disciplinary action.

II. TESTING PROCEDURES - DRUGS

A. TESTED SUBSTANCES.

The City will test employees for one or more of the following substances:

1. Amphetamines
2. Cocaine
3. Cannabinoids
4. Opiates
5. Phencyclidine
6. Barbiturates
7. Methadone
8. Methaqualone
9. Propoxyphene
10. Benzodiazepines
B. SPECIMEN COLLECTION PROCEDURES.

Specimen collection will be performed by the trained personnel designated by the City. If an employee is to be tested, the following procedures will be adhered to:

1. Employees will proceed to the testing station with an authorization form and will be accompanied by a supervisor or City designee.

2. The employee will sign a consent for drug and/or alcohol testing. If the employee refuses to sign the form, he will be subject to disciplinary action.

3. The employee will provide a record of medication use over the past two weeks to the testing agency for documentation. Employees must present actual prescription or note from treating physician, dentist, etc. to verify legitimacy of medication usage.

4. The testing agency will complete a drug testing custody and control form which will be used to document the specimen collection and will be sent with the specimen to the laboratory.

5. The specimen will be collected by trained personnel using the following procedure:

a. A staff person will accompany the employee to the restroom and instruct the employee as to the requirements for specimen collection, i.e. 60 cc of urine to be obtained; department designated lab kit will be used.

b. NIDA (or other recognized) guidelines will be utilized in specimen collection:

(1) staff will witness employee washing hands,
(2) employee will not be allowed to bring personal belongings into restroom,
(3) toilet water will be dyed,
(4) no access to water will be available, and
(5) no soap or chemical substances will be accessible.

c. A testing agency staff member will wait in immediate area until patient produces a specimen.

d. The collector will inspect the specimen for volume temperature, color, pH concentration factor and any signs of contamination.
7. The employee will be required to execute a release of information authorizing the testing agency to disclose the test results to the Fire Chief.

8. If the employee cannot provide a sufficient volume of urine, he shall remain at the collection site and be provided with fluids to drink. Failure to produce a specimen adequate for testing within 3 hours after reporting to the testing site will be deemed a positive test. If the employee refuses to cooperate with the collection process, the employee shall be subject to disciplinary action for refusal to take the test.

9. An employee is insured of individual privacy when providing a urine specimen except in the following circumstances:

   a. The employee presents a specimen which is outside the accepted temperature range, the body temperature varies by more than 1 degree from the specimen temperature, or the specimen has a pH factor that is outside of the normal range.

   b. The collector observes conduct indicating an attempt to adulterate or substitute a specimen.

   c. The employee’s last specimen was adulterated.

   d. The employee had a previous verified positive specimen.

C. LABORATORY OPERATIONS.

The initial drug screening using DAU/EMIT methodology (or other medically acceptable methodology) will be performed by trained laboratory personnel. If a specimen tests positive, the specimen will be sent to a laboratory certified by the U.S. Department of Health and Human Services for confirmatory testing.

D. REPORTING OF RESULTS.

All results will be reported to the Fire Chief.

An employee whose test result is positive will be provided with an opportunity to discuss the test result with the Fire Chief. An employee may provide the Fire Chief with relevant medical records that may explain a positive test result.

If the employee refuses to discuss the test result with the Fire Chief, the test will be reported as a positive test to the City. If the employee can provide the Fire Chief with a legitimate medical explanation for the positive result, the test result will be reported as negative to the City.
The employee may request, through the Fire Chief, a reanalysis (retest) of his specimen. The reanalysis will be of the original specimen, not of another specimen subsequently collected. Any retesting will be at the employee's expense and must be performed at a laboratory certified by the U.S. Department of Health and Human Services.

A confirmed positive test result will be considered a violation of this Policy.

E. PROTECTION OF EMPLOYEE'S RECORDS.

Both the City and the confirmatory laboratory will maintain strict confidentiality of the test records in their possession. Access to those records will be permitted in the event a lawsuit, disciplinary hearing, grievance or legal proceeding initiated by or on behalf of the employee and arising from a positive drug test. Access under these limited circumstances will be permitted only to the following: (1) the employee; (2) the City; and (3) the decision-maker in the lawsuit, disciplinary hearing, grievance or other proceeding.

III. TESTING PROCEDURES - ALCOHOL

A. SPECIMEN COLLECTION PROCEDURES.

Specimen collection will be performed by the trained personnel of designated testing agency. The City may use a certified breathalyzer operator employed by the Police Department to perform a breathalyzer test. If an employee is to be tested the following procedures will be adhered to:

1. Employees will proceed to the testing agency with an authorization form and will be accompanied by a supervisor.

2. The testing agency will explain the testing procedures to the employee.

3. The Breath Alcohol Testing form will be completed by both the agency representative conducting the test and the employee. If the employee refuses to sign the certification statement on the form, it will be regarded as a refusal to take the test and will result in disciplinary action.

4. The employee will follow the procedures as established by the testing agency for conducting breath testing.

5. The testing agency will conduct a breath alcohol screening test that will determine if the employee has a Breath Alcohol Content (BAC).

6. If the employee's BAC is greater than 0.000 but less than 0.039, the employee will be restricted to station duty and may be subject to disciplinary action.
7. If the employee's BAC is 0.040 or more the employee will be relieved of duty and subject to disciplinary action.

8. In all instances where there is an indication of a BAC over 0.00, a second confirmation test will be conducted prior to any action on part of the supervisor at the testing agency.

9. If an employee fails to provide an adequate breath sample for analysis, he will have considered to have failed the test.

IV. REFUSAL TO BE TESTED

An employee's refusal to be tested is an act of insubordination as well as a major cause infraction and may result in discipline, up to and including discharge.

V. VOLUNTARY REHABILITATION PRIOR TO TESTING

The City wishes to encourage employees with substance abuse problems to enroll voluntarily in a substance abuse rehabilitation program prior to testing. City employees will be permitted to enroll in a rehabilitation program on a one-time basis without any disciplinary consequences provided that the employee's enrollment in such a program must be made prior to the request by the City that the employee submit to a drug/alcohol test and prior to being selected pursuant for a random test. The employee must successfully complete the rehabilitation program, and cooperate fully with the treatment center in addressing the employee's substance-abuse problem.

If the employee fails to complete the rehabilitation program or is involved in a second or subsequent infraction of this policy, he will be subject to disciplinary action, up to and including discharge from this department.

Any leave of absence required for a voluntary rehabilitation program will be unpaid. The employee may use available compensatory time, vacation, sick days or personal days during the rehabilitation period. Any time off in excess of the accrued compensatory time, vacation, sick or personal days will be treated as unpaid medical leave. Any cost of rehabilitation which is beyond the employee's available insurance coverage must be borne by the employee.

The employee's return to work after voluntary rehabilitation must be authorized by the rehabilitation program's personnel. Employees who voluntarily enter a drug rehabilitation program remain subject to all drug/alcohol testing as set forth herein.

A substance abuse rehabilitation program must be approved by the Fire Chief. If completion of the program is successful, the City shall allow the employee to return to work subject to the following conditions: (1) the employee must continue to participate in the substance abuse rehabilitation program as required by the program; (2) the employee must obtain
an authorization to return to work from the program; and (3) the employee must submit to
drug/alcohol testing on a quarterly basis for the next 12 month at such times as determined by the
City. For any employee who has participated in a substance abuse rehabilitation program, a
positive drug/alcohol test, a refusal to test, or a failure to comply with the above three conditions
shall constitute grounds for termination under any circumstance.

VI. DISCIPLINARY ACTION

As violations of this policy may vary from minor to serious violations, it is not possible
to set out the consequences of a violation. Any violation of this policy subjects the employee to
disciplinary action which may include discharge. In addition to or lieu of disciplinary action, an
employee may be placed on an unpaid medical leave of absence and required to complete a
substance abuse rehabilitation program before being permitted to return to work.

Discipline for violation of this policy shall be uniform among the Fire Department and
Police Department employees subject to the jurisdiction of the Board of Fire and Police
Commissioners such that no employee shall receive any greater or any lesser discipline than
given to another employee under similar circumstances and with a similar disciplinary record.
For purposes of determining uniformity of discipline under this policy, only disciplinary action
for violation of this policy shall be considered and other disciplinary suspensions/ actions shall
not be considered.
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EXHIBIT B