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# THE AGREEMENT

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Between

CITY OF BEARDSTOWN, AN ILLINOIS MUNICIPAL CORPORATION

And

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 3155



EFFECTIVE

MAY 1, 2024 – APRIL 30, 2027

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## **PREAMBLE**

This AGREEMENT is entered into by and between the City of Beardstown, an Illinois Municipal Corporation (hereinafter referred to as the “Employer”), and Local #3155 of the International Association of Fire Fighters, AFL-CIO-CLC (hereinafter referred to as the “Union”).

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise between the parties, and to establish proper standards of wages, hours, and other terms and conditions of employment.

## **ARTICLE I – RECOGNITION AND NON-DISCRIMINATION**

### **SECTION 1.1 ~ UNIT RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all full-time employees in the bargaining unit who are eligible employees within the meaning of the Illinois Public Labor Relations Act.

The bargaining unit for which this recognition is accorded includes all full-time personnel of the Fire and Ambulance Departments, including but not limited to those employees in the following classifications:

- Firefighter / Driver-Operator
- Emergency Medical Technician-Paramedic (EMT-P)
- Emergency Medical Technician-Advanced (EMT-A)
- Emergency Medical Technician-Basic (EMT-B)

And, specifically excludes those employees holding the position or rank of Fire Chief employed by the Fire Department of the City of Beardstown and all other employees in all other classifications of the city not specifically included in the unit, professional employees, managerial employees, and confidential employees, as set forth within the definition of the Act.

### **SECTION 1.2 ~ NON-MEMBERS**

Bargaining unit work may be performed by licensed and/or certified short-term and part-time employees who are not members of the bargaining unit when members of the bargaining unit are unavailable for regular and/or overtime shifts pursuant to the terms of this Agreement.

### **SECTION 1.3 ~ NON-DISCRIMINATION**

- A. The provisions of this Agreement in accordance with applicable Federal and State Laws shall be applied equally to all employees without discrimination as to sex, marital status, race, color, creed, national origin, age, religion, handicaps or political affiliation.

governed only by the limitation of the law regarding bona fide occupational qualifications. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

- B. No department supervisor or representative of the City shall discriminate against any employee because he or she has formed, joined or chosen to be represented by the Union or because he or she has given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the Union recognized under the terms of this Agreement.

#### SECTION 1.4 ~ GENDER

All references to employees in this Agreement designate both sexes and where the male gender is used, it shall be construed to include both male and female employees, and vice versa.

#### SECTION 1.5 ~ DUTY TO FAIR REPRESENTATION

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion. The Union's duty of fair representation shall be carried out in conformity with the standard enunciated by the National Labor Relations Act.

### ARTICLE II - MANAGEMENT RIGHTS

#### SECTION 2.1 ~ RULES AND REGULATIONS

The Employer and the Union agree that employment with the City is subject to the Rules and Regulations of the City of Beardstown Board of Fire and Police Commissioners.

#### SECTION 2.2 ~ EMPLOYER RIGHTS

- A. Except as herein otherwise provided, the Management of the Fire and Ambulance Department and the direction of the working forces, including the right to hire, promote, demote, layoff, suspend without pay, discharge for proper cause, transfer, determine the number of employees to be assigned to any job classification, and to determine the job classifications needed to operate the Employer's jurisdiction is vested exclusively in the Employer.
- B. It is further agreed, except as herein otherwise provided, that the responsibilities of Management include, but are not limited to those outlined in this Agreement. In addition to any specified herein, the Employer shall be responsible for fulfilling all normal managerial obligations, such as planning, changing or developing new methods of work performance, establishing necessary policies, organizations and procedures, assigning work and establishing work schedules and of applying appropriate means of administration and control. Provided however, that the exercise of the foregoing rights by the City will not be used for the purpose of discrimination against any member of the Union or be contrary to any other specific provisions of this Agreement, and provided that nothing herein shall be construed to abrogate the provisions of the grievance provision.

### SECTION 2.3 ~ SUPERVISORS

- A. Supervisors may continue to perform bargaining unit work which is incidental to their job. They may also perform bargaining unit work in emergency situations and where such work is necessary to train or evaluate a bargaining unit employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employee.
- B. The Employer and/or Fire Chief will appoint an Emergency Medical Services (EMS) Lead for the ordering, maintenance, and general upkeep of the Beardstown Fire Department EMS operations. Also, as the liaison between the Employer/Fire Chief and EMS Providers, the EMS Lead will be responsible for all necessary Quality Assurance (QA) paperwork, Quality Improvement (QI) performance evaluation, monthly medical Continuing Education (CE), assist with licensure for both employees and response vehicles, and liaison for the Employer and Medical Control.

Eligibility requirements for the position of EMS Lead must be:

- 1. A full-time employee
- 2. A licensed paramedic
- 3. Be assigned to the ambulance service full-time

Compensation for the added responsibility of EMS Lead shall be paid pursuant to Article VIII of this Agreement.

## ARTICLE III-UNION SECURITY

### SECTION 3.1 ~ MAINTENANCE OF MEMBERSHIP AND AGENCY SHOP

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

### SECTION 3.2 ~ UNION DUES CHECKOFF OR FAIR SHARE FEE

During the term of this Agreement the Employer agrees to make a payroll deduction each pay period of union dues, fair share fee, initiation fee, and assessment(s) in the amount certified to be current by the Secretary-Treasurer of the Union, from the pay of those employees covered by this

agreement who individually request in writing that such deductions be made by the Employer. See "APPENDIX-D" AUTHORIZATION FOR CHECKOFF OF UNION DUES.

### SECTION 3.3 ~ INVOLUNTARY DEDUCTIONS

In the event that an employee fails to voluntarily sign a checkoff authorization, or if an employee who previously signed an authorization, objects to a specific deduction or assessment, the Employer shall make an involuntary deduction from the wages of the employee in the amount previously certified to the employees by the Secretary-Treasurer of the Union and forward such sums to the Union within seven (7) days of the deduction.

### SECTION 3.4 ~ OBJECTIONS ON RELIGIOUS GROUNDS

The obligation to pay a fair share fee to the Union shall not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to an agreeable non-religious charitable organization mutually acceptable to the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization will be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

### SECTION 3.5 ~ OBJECTIONS ON ALL GROUNDS

Any Non-member making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues no germane to the collective bargaining process or contract administration. Any such employee with any such objection shall process his objection in accordance with the procedure set forth in Section 3.7.

### SECTION 3.6 ~ SAVE HARMLESS

The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer in fulfilling the obligations imposed on the Employer under this Article.

### SECTION 3.7 ~ PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS

An employee with any objection to a fair share payment shall initially file his/her objection by notifying the Union President in writing by registered mail or certified mail postmarked within thirty (30) day after he/she becomes aware of the basis for his/her objection.

#### 3.7.1 Review Step One:

Any objection properly submitted to the Union President shall be promptly heard by the Executive Board of the Union, which shall review the objection and any other pertinent matter submitted by the objector. Within thirty (30) days after receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate share payments is to be made, and notify the objector in writing.

3.7.2 Review Step Two:

Upon receipt of the decision of the Executive Board, an objecting employee may pursue his/her objection by filing a complaint with the State Labor Relations Board, in accordance with the procedures established by that Agency. In the event that appropriate procedures are not available, the employee may appeal the Executive Board's decision to binding arbitration utilizing the procedures set forth in Article V of the current labor agreement.

In using this procedure, an employee shall operate under the conditions set forth for the Union, and the Union shall operate under the conditions set forth for the City. The only exception shall be in the provisions for the sharing of the cost of the arbitration process. Under this procedure, the Union shall, from its funds budgeted for contract defense and administration and used in the calculation of proportionate share non-member payments, pay the full cost of the arbitration and any administrative fees connected with the arbitration process.

3.7.3 Consolidation:

If more than one employee has requested arbitration, all complaints shall be consolidated and determined by the designated arbitrator in a single hearing. In any such hearing, the objectors shall designate a spokesperson to act in their behalf in presenting all claims in the hearing.

3.7.4 Segregated Funds:

Upon the initial receipt by the Union of any contested amount of proportionate fair share payment by an employee, the Union shall cause a direct such contested amount to be placed in an interest-bearing escrow account at the then prevailing rate. Any additional so contested amount collected while the objection is in process shall be similarly directed to such an account, and remain so segregated from usual and customary Union funds until such time as the validity of the objection is finally determined.

3.7.5 Rebates:

In the event that the Union determines or an arbitration award directs a reduction in the proportionate share payments, the Union shall notify the City to comply with said ruling as to prospective deductions from the salaries of non-members and the Union shall provide necessary rebates, including interest at prevailing rates in the amount to be rebate, to all such proportionate fair share paying non-members.

**ARTICLE IV – NO STRIKE AND NO LOCKOUT**

The Employer and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement,

neither the Union nor its agents or any employee, for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the employer.

During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

## **ARTICLE V – GRIEVANCE PROCEDURE**

### **SECTION 5.1 ~ DEFINITION**

- A. A grievance is a complaint, dispute or controversy in which it is claimed that either party has failed in an obligation under this Agreement and which involves the meaning, interpretation or application of this Agreement.
- B. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible. Should the City fail to comply with the time limits herein, the Union may appeal immediately to the next step. Should the Union fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be extended by mutual consent.
- C. The word “day” shall mean calendar day, excluding Saturdays, Sundays and legal holidays, for the purpose of this Article. The procedure outlined in Section 5.2 shall be utilized when a grievance is initiated by an employee, a group of employees, or the Union.

### **SECTION 5.2 ~ PROCEDURE, STEPS AND TIME LIMITS**

Step 1: Any bargaining unit employee, with or without representation, or the Union may take up a grievance or dispute in writing or orally with the Fire Chief or his designee. The bargaining unit employee will have five (5) business days from the alleged violation of the bargaining unit agreement. The Fire Chief or his designee shall then attempt to adjust the matter and shall respond to the employee and the Union steward within five (5) business days. If more time is requested by the bargaining unit member or the Fire Chief or his designee a written notification of additional time will be given to the other party.

Step 2: If the grievance remains unsettled in step 1 and the Union with or without the employee wishes to appeal the grievance to step 2 of the grievance procedure, it shall be referred in writing to the Mayor or his designee within five (5) business days after the receipt of the Employer’s answer in step 1. The written grievance shall be signed and shall set forth all relevant facts that the provision(s) of the agreement allegedly violated, and the remedy.

The mayor or his designee shall meet and discuss the grievance within ten (10) days of receipt of the notice of appeal with the employee and authorized Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Mayor or his designee shall give the Employer’s written answer to the Union within ten (10) business days following their meeting.

Step 3: If the grievance remains unresolved within fifteen (15) business days after the reply of the Mayor or his designee, the Union may refer the grievance to binding arbitration.

#### SECTION 5.3 ~ ARBITRATION

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) business days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties and identical list of seven (7) names of persons from their grievance arbitration panel who are members of the National Academy of Arbitrators and residents of the State of Illinois. Both the Employer and the Union shall have the right to strike three (3) names from the list. The parties, by toss of a coin, shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by FMCS of his/her selection as arbitrator and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

#### SECTION 5.4 ~ AUTHORITY OF THE ARBITRATOR

The parties agree that grievance arbitration hearings held pursuant to this procedure shall be expedited on all issues except for matters of discharge and/or suspension. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the Employer and to the Union within thirty (30) day following the close of the hearing unless the parties agree to an extension thereof. The decision shall be solely based upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the fact of the grievance presented. Subject to the arbitrator's compliance with the provisions of the section, the decision of the arbitrator shall be final and binding.

#### SECTION 5.5 ~ EXPENSES OF ARBITRATION

The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensation of its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

#### SECTION 5.6 ~ PROCESSING AND TIME LIMITS

Grievances may be investigated and processed during working hours by Union Stewards, representatives and grievance committee members provided such activities do not interfere with the normal operations of the Fire and Ambulance Departments. The time limits set forth in this article may be extended by mutual written consent of the parties.

#### SECTION 5.7 ~ PROCESSING GRIEVANCES

Employees selected by the Union to act as union representatives shall be known as "Stewards". The names of the employees selected as Stewards and other union representatives who may

represent employees at each step of the grievance procedure shall be certified in writing to the Employer by the Union. Any union representative whose participation in grievance meetings held pursuant to the provisions of this Article, shall be released from work, if necessary, without loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner which do not interfere with City operations.

## **ARTICLE VI – HOURS OF DUTY AND OVERTIME**

### **SECTION 6.1 ~ APPLICATION**

This article is intended to define the normal hours of work per day or per week and provides the basis for the calculation and payment of overtime pay.

### **SECTION 6.2 ~ PLATOON DUTIES**

Employees covered by the terms of this agreement that work within the Fire and Ambulance Departments shall be assigned to regular platoon duty shifts. The workweek shall consist of an average of fifty-six (56) hours on a schedule of twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty. The shift begins at 07:00 hours and ends the following day at 07:00 hours.

### **SECTION 6.3 ~ OVERTIME COMPENSATION**

- 6.3.1 Employees working any hours in addition to the regular platoon hours as defined in Section 6.2 shall be considered overtime hours subject to the overtime rates as provided in this Agreement.
- 6.3.2 When it becomes necessary to recall a member of the bargaining unit to fill a vacancy, both parties agree to use a rolling overtime list. The initial list will be the seniority list as provided by the Employer and posted upon execution of this Agreement. Both parties agree that some members of the bargaining unit are qualified to perform both Fire and EMS duties while other members are qualified for only Fire or EMS. A member of the bargaining unit shall not be penalized for not being qualified to fill a vacancy. If overtime is available and a member is not qualified to accept the overtime, that member will remain at the top of the overtime list until they are qualified to fill a vacancy or turn down the overtime, at which time they will move to the bottom of the overtime list. The Chief and/or EMS Lead is obligated to determine which members are qualified and practice due diligence, when possible, to offer said vacancies to a bargaining unit member. If a member is deemed not qualified to fill the vacancy, the Chief and/or EMS Lead may move down the overtime list and offer the first qualified member the overtime vacancy. Upon acceptance of the vacant shift, that member will be moved to the bottom of the overtime list. Once the overtime list has been exhausted to fill the overtime shift, the Chief and/or EMS Lead may then offer the vacancy to a qualified part-time employee.

SECTION 6.4 ~ COMPENSATORY OPTION

Subject to applicable Federal law, rules, and regulations, employees covered by this Agreement shall have the option of receiving overtime pay or compensatory time off. Compensatory time shall be accrued at the same rate as overtime pay and shall accumulate to a maximum of one hundred forty-four (144) hours.

SECTION 6.5 ~ FAIR LABOR STANDARDS ACT (FLSA)

6.5.1 Any 24/48 hours employee required to work more than 212 hours during the employees' scheduled 28-day work period shall be paid at the rate of one and one-half (1 ½) times his/her regular rate of pay for said additional hours, however, all other hours shall be paid pursuant to the provisions of the FLSA or in accordance with any applicable section of this Agreement.

6.5.2 Sick hours shall be counted as hours worked for the purpose of calculating overtime.

6.5.3 Vacation days shall be counted as hours worked for the purpose of calculating overtime.

SECTION 6.6 ~ EXCHANGING TOURS OF DUTY

Employees shall have the right to voluntarily exchange work shifts when the change does not interfere with the operation of the Fire/Ambulance Department. All shift exchanges must be approved by the Fire Chief and/or EMS Lead and must not create a situation of overtime.

SECTION 6.7 ~ MINIMUM STAFFING

There shall always be one (1) full-time Firefighter or Paramedic on duty at all times. Full-time members shall fill vacancies whenever all three members assigned to a shift are off duty.

Sufficient full-time personnel shall be maintained on duty and available for response to alarms.

Sufficient Fire and EMS personnel shall be available to provide minimum staffing for one (1) fire unit and one (1) of each ambulance unit in accordance with the following:

Beardstown Station-1:           one (1) Fire Fighter, AND either of one the following:

- Two (2) Paramedics (preferred); or
- one (1) Paramedic and one (1) EMT;

Virginia Station-2:           one (1) Paramedic and one (1) EMT.

By definition, a unit is one (1) fire engine/truck and one (1) ambulance. If sufficient personnel are not available to meet the minimum staffing requirements, fire fighters and/or EMS personnel shall be retained or recalled on overtime.

SECTION 6.8 ~ LATERAL HIRES

6.8.1 Lateral hires must meet the same minimum qualifications as entry-level personnel, with the following added requirements:

- Applicants must have already obtained the proper certification as it pertains to the position applied for (i.e. firefighter-II, EMT-P, EMT-A, EMT-B, etc.).
- Applicants must be a full-time employee in good standing at another agency with a **minimum of two years' experience.**

- 6.8.2 Upon proper verification of certifications and employment status, lateral hires shall be placed in the applicable salary schedule commensurate with their years of service, **not to exceed seven (7) years.**
- 6.8.3 The date of hire with the Employer will determine seniority, longevity, sick leave accrual, compensatory time accrual, and probationary period. Vacation accrual shall be at the rate of a one (1) year employee.

## ARTICLE VII - SENIORITY RIGHTS

### SECTION 7.1 ~ DEFINITION

Seniority shall be determined by an employee's continuous service in the Fire/Ambulance Departments calculated from the employee's date of hire. An employee's seniority shall be continuous unless terminated for any of the following reasons:

- discharge for cause;
- voluntary resignation;
- lay-off for more than one year for the convenience of the Department;
- failure to report to work for three days without just cause;
- failure to return to work within thirty calendar days without just cause, following recall subsequent to a lay-off;
- re-enlistment in the armed services.

Employees with the same date of hire shall be assigned to the seniority list in order of their ranking on the Eligibility List from which they were hired using separate Fire/Ambulance Department seniority lists.

### SECTION 7.2 ~ PROBATION

A new employee's probationary period shall commence upon completion of the necessary training courses (Paramedic, Fire Fighter II, EMT, etc.) and last for twelve (12) months. A new employee that has already obtained the level of training necessary to carry out his/her job duties shall have the twelve (12) month probationary period commencing upon their date of hire. No matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration procedures. However, a probationary employee shall have a right to a hearing before the City Council or the Fire/Police Commissioners, but not both. A probationary employee shall have no seniority except as otherwise provide in this Agreement until he/she has completed the probationary period. Upon completion of the probationary period the employee will acquire seniority from the date of hire. The probationary employee will receive vacation, sick, and personal leaves as stated elsewhere in the Agreement.

### SECTION 7.3 ~ SENIORITY WHILE ON LEAVE

Employees will not continue to accrue seniority credit for time spent on authorized unpaid leaves of absence.

SECTION 7.4 ~ SENIORITY LIST

The Employer shall post a seniority list on all bulletin boards every twelve (12) months which shows the continuous service of each employee. A copy of the seniority list shall be simultaneously provided to the Union.

SECTION 7.5 ~ PERSONNEL REDUCTION & RECALL

In the event of a personnel reduction the employee with the least seniority shall be laid off first. Employees shall be recalled from layoff in the order of their seniority. Time in the Fire/Ambulance Department shall constitute total seniority. No new employee(s) shall be hired until all laid-off employees have been given ample opportunity to return to work.

**ARTICLE VIII – WAGES AND RATES OF PAY**

SECTION 8.1 ~ ANNUAL SALARY SCHEDULE

The annual salaries of the members of the bargaining unit shall be paid pursuant to the negotiated salary schedules attached hereto, identified as Appendices A, B, C, and made a part of this Agreement.

SECTION 8.2 ~ STRAIGHT TIME HOURLY RATE

The regular straight time hourly rate of pay shall be determined by calculating the employee's annual salary as defined in Section 8.1 by the scheduled annual hours of duty to which the employee is assigned. For personnel assigned to a 24/48-hour shift schedule, the hourly rate shall be calculated by dividing their designated annual salary by 2912 hours.

SECTION 8.3 ~ OVERTIME RATE

All employees shall be paid at the rate of time-and-one-half (1-1/2) that of their regular hourly rate of pay as determined in Section 8.2 for all hours worked over their regularly scheduled platoon duties.

SECTION 8.4 ~ LONGEVITY PAY

The Employer agrees to longevity pay which shall be added to the annual salary of each employee and paid pursuant to the negotiated salary schedules attached hereto, identified as Appendices A, B, C, and made a part of this agreement.

SECTION 8.5 ~ HOLDOVER AND CALL BACK PAY

8.5.1 Employees shall be paid premium rates of pay equal to one-and-one-half (1 1/2) times his/her regular hourly rate of pay when:

- A. The employee is held over beyond the end of his/her regularly scheduled work shift in which case the employee shall be entitled to a minimum of two (2) hours premium pay, and/or,
- B. The employee is required to report in early for his/her regularly scheduled shift in which case the employee shall be entitled to premium pay or,

C. The employee is called in to work at a time not immediately preceding his/her regularly scheduled shift in which case the employee shall be entitled to a minimum of two (2) hours premium pay.

8.5.2 Fire & Rescue calls will be paged out to all members by the Chief, or the most senior Fire Fighter or Paramedic on duty. Full-time personnel of the Fire/Ambulance Departments are expected to respond to the calls when paged unless incapacitated or out of the City. Any member of the bargaining unit responding to a call back that requires a second fire truck/engine, the donning of SCBA or other certified FF-II skills, or EMS skills, shall be paid at time-and-one-half (1-1/2) that of their regular hourly rate of pay. Fire & Rescue call backs will only occur to cover Beardstown Station-1.

#### SECTION 8.6 ~ EMS LEAD PAY

The position of EMS Lead as provided within the provision of Section 2.3 shall be compensated for the additional responsibilities in the amount of \$13,000.00 annually, to be divided in equal installments each pay period.

#### SECTION 8.7 ~ TUITION REIMBURSEMENT

Upon approval from the Fire Chief, Mayor and/or City Council, the Employer agrees to pay all costs incurred for books, fees, and tuition upon successful completion of courses that are required by the Employer to maintain the standards of the Fire/Ambulance Department. This provision shall also include Continuing Education Units (CEUs) as it relates to re-licensure of all bargaining unit members.

#### SECTION 8.8 ~ CONTINUING EDUCATION / TRAINING BONUS

The Employer agrees to pay a training bonus to all bargaining unit employees showing proof of minimum sixteen (16) hours of continuing education (CEs) per calendar year, as it relates to the Fire or EMS service. All CEs shall be approved by the Fire Chief, EMS Supervisor, or Medical Control and may be obtained either online or in-person classroom. All bargaining unit members completing CEs in accordance with the provisions outlined above shall receive training bonus pay in the amount of \$400.00 included in the first payroll period of November each year.

#### SECTION 8.9 ~ INSTRUCTOR PAY

The Employer agrees to pay an incentive to all authorized instructors providing proof of minimum twenty (20) hours of classroom instruction as it relates to the Fire or EMS service. All instructors shall be approved by the Fire Chief, EMS Supervisor, or Medical Control and shall receive an instructor pay in the amount of \$250.00 included in the first payroll period of November each year.

**ARTICLE IX – PAID LEAVES OF ABSENCE**

**SECTION 9.1 ~ VACATION**

A. Each employee shall be eligible for vacation with pay upon reaching the anniversary of their date of hire in accordance with the following schedule:

- One (1) year of service.....(3) Duty Days
- Two (2) or more years of service.....(6) Duty Days
- Five (5) or more years of service.....(9) Duty Days
- Ten (10) or more years of service.....(12) Duty Days
- Fifteen (15) or more years of service.....(15) Duty Days
- Twenty (20) or more years of service.....(18) Duty Days

A Duty Day is defined as a (24) hour shift as provided in Section 6.2.

- B. Vacation may be taken at the rate of not less than one (1) duty day at a time.
- C. There shall be at least seventy-two (72) hours' notice prior to scheduling vacation days.
- D. The calendar year shall constitute the period of time during which vacation will be scheduled.
- E. Seniority shall determine the preference in selection of vacation.
- F. All vacation shall be approved by the Fire Chief and/or EMS Supervisor.
- G. Any employee who is separated from the Fire/Ambulance Department shall be compensated as provided for elsewhere in this Agreement.

**SECTION 9.2 ~ PERSONAL DAYS**

- A. Bargaining unit members shall receive personal days to be used as time off as approved by the Fire Chief and/or EMS Supervisor in accordance with the following:
  - 1. Three (3) personal days each year
  - 2. One (1) additional personal day each year for each five (5) years of service
- B. Personal days are based on a 24-hour duty day and shall be earned at the employee's anniversary date of hire each year.
- C. All bargaining unit members shall be allowed to carry-over ten (10) personal days to the next year.

**SECTION 9.3 ~ VACATION & PERSONAL LEAVE CARRY OVER**

In the event an employee covered by this Agreement, and through no fault of his/her own, is unable to utilize his/her allotted vacation and/or personal time, the Employer shall permit the employee to carry forward into the next calendar year that unused vacation and personal time in accordance with the following:

- 1. The Employer shall pay the employee for 50% of the unused vacation & personal time with the remaining 50% to be carried forward into the next calendar year.
- 2. The Employee will have until his/her next anniversary date of hire to use all accrued vacation & personal time on record.
- 3. In the event, and through no fault of his/her own the employee is unable to use said accrued vacation & personal time within his/her next anniversary date of hire, ALL

vacation & personal time shall be zeroed out, the employee shall be compensated for 100% of said accrued vacation & personal time, and receive the base vacation & personal time in accordance with the employee's years of service as provided for within this Agreement.

4. It is the intent of this Section to allow the employee an opportunity to utilize a portion of vacation & personal time that is carried over in lieu of payment.
5. All provisions within this Section shall be as approved by the Employer.

#### SECTION 9.4 ~ HOLIDAY PAY/LEAVE

A. The following eleven (11) Holidays are those which shall be recognized and observed:

- |                 |                  |                       |
|-----------------|------------------|-----------------------|
| - New Years Day | - Memorial Day   | - Independence Day    |
| - New Years Eve | - Veterans Day   | - Thanksgiving Day    |
| - Christmas Day | - Presidents Day | - Thanksgiving Friday |
| - Christmas Eve | - Labor Day      |                       |

B. Each bargaining unit member that works a 24-hour shift on a holiday shall receive a holiday pay stipend of \$175.00. Only one (1) stipend shall be paid per occurrence.

C. Any employee that is held over or called in to work a 24-hour shift on a holiday shall receive two (2) times that of their regular hourly rate of pay (double time).

#### SECTION 9.5 ~ SICK LEAVE

A. Any employee incurring a non-duty related sickness or disability shall receive sick leave with full pay. On-duty sickness or disability shall not be charged to the accumulative sick leave of the employee. Employees can use sick days for an illness or off-duty injury to themselves. Employees will earn sick leave upon reaching their anniversary date each year and accrue sick pay in accordance with the following:

- Upon initial hire (3) Duty Days
- One to two (2) years of service (3) Duty Days
- Three (3) to five (5) years of service.....(7) Duty Days
- Six (6) or more years of service.....(8) Duty Days

When sick leave is used it will be counted as one (1) duty day and may be accumulated up to forty-five (45) duty days.

B. Employees may utilize sick leave when:

- They are sufficiently ill so that good judgment would determine it best not to report to work, or;
- In the event of injury not arising out of or in the course of their employment, or;
- For routine medical and dental appointments.

All such leave shall require prior approval from the Chief or EMS Supervisor.

C. Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Unpaid sick leave shall be equivalent to the total accumulated sick leave available on the first day of illness or thirty (30) calendar days, whichever is greater. Failure to apply for leave of

absence for extended illness upon expiration of all such benefits may result in automatic termination.

- D. Any absence of three (3) working days or longer may require a physician's statement of release and verification substantiating that the employee may return to work. The Employer may also require the employee to be examined by a physician of the Employer's choice at the expense of the Employer.
- E. Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. Abuse of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to fully cooperate with the Department in verifying illness.
- F. The Employer agrees to abide by the provisions of the Illinois Workers' Compensation Act for employees that become injured or disabled in the line of performing their duties.

#### SECTION 9.6 ~ SICK LEAVE INCENTIVE

Upon accumulating the maximum forty-five (45) sick leave duty days, the Employer agrees to contribute to the employee's PEHP (Post-Employment Health Plan) in accordance with the following:

- 1. In the event that an employee uses zero (0) or one (1) sick day, the Employer will deposit an amount equal to three (3) of the employee's duty days into their PEHP account;
- 2. In the event that an employee uses two (2) sick days, the Employer will deposit an amount equal to two (2) of the employee's duty days into their PEHP account.
- 3. The Employer and the Union both agree eligibility for the sick leave incentive program will be calculated utilizing the calendar year in lieu of contract year.

#### SECTION 9.7 ~ JURY DUTY AND COURT LEAVE

- A. The Employer shall grant leave with pay to an employee for the period of time he/she is required to appear before a court, judge, justice, magistrate or coroner as a plaintiff, defendant or witness.
- B. Members shall be excused for all judicial duties without any loss of pay only when job connected. Unless an employee is required to serve, and does in fact serve, jury duty on a regularly scheduled working day, he/she shall receive his/her regular pay less the jury fees that he/she receives. It is understood that the employee will return to work upon completion of jury service for the day. Off-duty employees shall be compensated for hearings, inquests, trials, etc., when job connected, receiving a minimum of the employee's hourly rate for hours served.

#### SECTION 9.8 ~ BEREAVEMENT LEAVE

The Employer agrees to provide each employee of the Union bereavement leave as follows:

- 1. In the event of a death in the immediate family of an employee or spouse, the employee shall receive one (1) duty day bereavement leave.

2. The employee's immediate family is defined as spouse, parents, children (including step and adopted), brother or sister (including in-law, step and half), daughter-in-law, son-in-law, grandparents, grandchildren, uncles and aunts.
3. It is agreed that an employee taking bereavement leave on a holiday shall be entitled to holiday compensation as provided in this Agreement.

#### SECTION 9.9 ~ MATERNITY LEAVE

- A. Every employee who becomes pregnant shall be granted a leave of absence without pay commencing at any time during her term of pregnancy and ending not later than twelve (12) weeks after the date of termination of her pregnancy. The employee shall continue to accumulate seniority and be entitled to medical benefits as prescribed by the Agreement during her leave.
- B. The employee shall be granted two (2) Duty Days of paid maternity leave. Such leave shall be taken immediately upon relief of work. For purposes of this subsection, such leave may be also taken immediately upon the placement of the adopted child in the home. In either instance, neither a previously scheduled vacation day shall be included as part of the maternity leave. A previously scheduled vacation day may be moved to an open vacation slot. If a vacation slot is not available during the calendar year, the vacation day may be scheduled as an extra slot. If the Employer determines the extra slot is not feasible, the employee shall be compensated for the vacation day.

### ARTICLE X – UNPAID LEAVES OF ABSENCE

#### SECTION 10.1 ~ POLITICAL LEAVE

Employees who become candidates for public office, whether elected or appointed for such office shall, at the Employer's discretion, be granted a leave of absence without pay, for the time necessary to campaign and/or fulfill the term of office.

#### SECTION 10.2 ~ MILITARY LEAVE

Any employee who is a member of the organized National Guard or forces of the United States Army, Navy, Marine Corps, Air Force or Coast Guard, shall be given leave of absence without pay, after 12 months of employment, for attending regular encampments, training cruises, and similar training programs, not to exceed 30 working days per calendar year under military orders properly issued by military authorities. Such absence shall be charged against training cruises and similar training programs. Inactive duty training (IDT) weekend drills are documented by training schedules rather than orders, however, the right to time-off for training without loss of benefit applies for IDT as well as active-duty training and annual training. Reservists and Guardsman shall be given the opportunity to take vacation time to fulfill their IDT requirements. Personnel shall provide the Employer with their military training schedule.

#### SECTION 10.3 ~ PROHIBITION AGAINST THE MISUSE OF LEAVES

During any leaves granted pursuant to the terms of this Agreement, whether paid or unpaid, an employee may not be gainfully employed or independently employed without prior approval by

the Employer. Holidays, vacations, personal days, and regular days off are excluded from this provision. Violation of this provision shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

## **ARTICLE XI - FAMILY AND MEDICAL LEAVE ACT (FMLA)**

### **SECTION 11.1~ AUTHORIZATION FOR LEAVE**

- A. Up to one (1) month of family leave shall be provided for the purpose of childbirth, adoption or foster care of a child, or serious health condition of an immediate family member, upon the request of the employee, notwithstanding any other provisions of this Agreement to the contrary.
  - 1. For the purposes of this Article, immediate family member shall be defined as: spouse, child/step child, mother/stepmother, father/stepfather, sibling/step sibling, grandparent/step grandparent, grandchild/step grandchild.
- B. An employee may take family leave if the employee himself/herself has a serious health condition (either job-related or non-job-related) that makes him/her unable to perform the functions of his/her position.

### **SECTION 11.2 ~ ELIGIBILITY**

- A. The provisions of this Section shall apply to employees who have been continuously employed by the Employer for at least twelve (12) months.

### **SECTION 11.3 ~ CONDITIONS**

- A. The start of family leave for childbirth shall normally begin on the date of birth of the child. At the employee's discretion, the start of the family leave for childbirth may be at the beginning of the period of disability that a doctor certifies is necessary.
- B. The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may also be granted prior to placement for adoption or foster care of a child if an absence from work is required (i.e., counseling, court appearance, consultation with an attorney, physical examination, etc.)
- C. The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee.
- D. The start of a personal medical leave for the employee's own serious health condition shall begin on the date requested by the employee. A serious health condition is defined as:
  - 1. Incapacity or treatment with inpatient care in a hospital, hospice or residential medical facility; or
  - 2. A period of incapacity requiring an absence of greater than three days involving continuing treatment or supervision by a health care provider; or
  - 3. Continuing treatment or supervision by a health care provider for a chronic or long-term health condition that is incurable, or a condition that is so serious that if left

untreated, would likely result in a period of incapacity of more than three days, or for prenatal care.

- E. The start of leave due to a job-related illness or injury that results in a serious health condition as defined in this Article shall begin on the date the employee begins receiving any temporary worker's compensation benefits provided in accordance with the Illinois Worker's Compensation Act. An employee who meets the eligibility requirements in Section 11.2 of this Article shall automatically be considered to be on family and medical leave.
- F. All leave granted under this Article shall normally be for a continuous period of time for each incident. However, an employee may be permitted to take intermittent leave to take care of a family member with a serious health condition or his/her own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position (with equivalent pay and benefits) for which the employee is qualified and that better accommodates recurring leave periods than the employee's regular position.
- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
- H. Management has the right to verify the circumstances involving a family leave.
- I. A personal leave of absence beyond the two (2) month family leave may be requested, subject to the approval of the Chief/Supervisor and Mayor.

#### SECTION 11.4 ~ APPLICABLE TIME OFF

Employees who are granted family leave in accordance with this Section shall take time off in the following order:

- 1. Childbirth
  - a. Accrued sick leave for the entire period of disability that a doctor certifies is necessary, (including prenatal care or the mother's inability to work prior to the birth) may be taken at the employee's discretion.
  - b. Accrued vacation and compensatory time off available at the start of the leave shall be used prior to the use of time under c and d below.
  - c. Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave, followed by the use of all 50% sick leave. The use of sick leave under this Subsection is at the employee's discretion.
  - d. Unpaid leave.
- 2. Adoption, Foster Care or Family Illness
  - a. Annual family illness sick leave up to forty-five (45) days may be used at the employee's discretion. Such leave may be taken before or after the vacation and compensatory time off described in b below.
  - b. Accrued vacation and compensatory time off available at the start of the leave shall be taken. Such time must be used prior to the use of time under c and d below.

- c. Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave, followed by the use of all 50% sick leave. The use of sick leave under this Subsection is at the employee's discretion.
  - d. Unpaid leave.
3. Personal Medical Leave
- a. Accrued sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation and compensatory time off described in b below.
  - b. Accrued vacation and compensatory time off available at the start of the leave shall be taken. Such time must be used prior to the use of time under c below.
  - c. Unpaid leave.
4. Sick Leave Rate of Pay During Family Leave

Payment for sick leave usage under 11.4.1.c and 11.4.2.c shall be at the regular accrued rate of 100%, 75% or 50%, as appropriate.

#### SECTION 11.5 ~ MEDICAL SUBSIDIES DURING FAMILY AND MEDICAL LEAVE

1. For those employees who are on family leave under the above provisions of this Article, the Employer shall continue the health plan subsidies. Employees shall be eligible for such continued subsidy for a maximum of four (4) months from the qualifying date of the family or medical leave, including the paid and unpaid portion of the leave. The employee must have enrolled in a health plan authorized in accordance with this Agreement prior to the beginning of the leave to be eligible for such subsidy continuation.
2. In accordance with the Family and Medical Leave Act of 1993 (FMLA), employees on unpaid family or medical leave shall not be required to repay the Employer's subsidy (1) upon return to work, or (2) if they terminate employment following the leave due to a continuing serious health problem or other extenuating circumstances beyond the control of the employee. Should an employee fail to return to work for any other reason, then they shall be required to reimburse the Employer for the subsidy provided during the unpaid portion of their leave. Such reimbursement shall be deducted from any compensation owed to the employee upon termination of employment. Any employee who desires to be covered by these health subsidy continuation provisions must make the appropriate request to the Employer.

#### SECTION 11.6 ~ MONITORING

Management shall maintain such records as are required to monitor the usage of family leave as defined in this Article. Such records are to be made available to the Union upon request.

### ARTICLE XII – COMPENSATION AT RESIGNATION OR RETIREMENT

#### SECTION 12.1 ~ DEFINITION

An employee who resigns, retires, dismissed or laid-off is eligible and shall be compensated accordingly for all his/her accumulated overtime, compensatory time, holiday time, vacation

time, and sick time, including pro-rata pay due for the current year at his/her current rate of pay, in accordance with the following:

1. Any employee who is separated from the Fire/Ambulance Department shall be compensated in cash for all unused vacation time, personal time and compensatory time accumulated at the rate of pay at the time of separation.
2. All employees leaving in good standing and vested with eight (8) years of service shall be compensated for 100% of all unused sick time.
3. All employees leaving in good standing and with five (5) to seven (7) years of service shall be compensated for 75% of all unused sick time.

#### SECTION 12.2 ~ SEPARATIONAL PAY OPTIONS

An employee eligible to receive such pay upon separation as provided above will be compensated as one-time payment of the full amount as provided in the Section above. In the case of the death of an employee the compensation due that employee shall be paid to his or her estate.

### ARTICLE XIII – HEALTH, SAFETY & WELFARE

#### SECTION 13.1 ~ HEALTH INSURANCE

1. The Employer shall contribute the following amounts for those employees' choosing coverage under any City sponsored health insurance plan as approved by the Health Insurance Committee defined in this Agreement.
  - a. Effective May 1, 2024, the Employer agrees to continue to expend a monthly sum not to exceed \$850 toward the cost of any Single Plan premium;
  - b. Effective May 1, 2024, the Employer agrees to continue to expend a monthly sum not to exceed \$1,010 toward the cost of any Family Plan premium.
  - c. Any amount in addition to the sums listed in provisions a and b above shall be the responsibility of the employee.
2. The Employer shall provide an approved vision and dental insurance plan for each member of the bargaining unit at no additional cost to the employee.
3. The Employer is obligated to contribute the same premium dollar in replacing the group hospitalization and major medical insurance should such coverage be cancelled through no fault of the Employer; coverage will be replaced using the same specifications as in place at the inception of this contract.
4. Probationary Employees shall become eligible for health insurance benefits upon successful completion of thirty (30) calendar days of employment.
5. Should either State or Federal statute(s) mandate that the parties to this Agreement participate in a National or State Health Care Plan or System, the parties agree that the level of health care benefits currently provided to the employees covered by this Agreement will not be diminished nor will the employee's cost for the maintenance of those benefits be increased beyond that provided in this Agreement.

### SECTION 13.2 ~ HEALTH INSURANCE COMMITTEE

There will be a committee established to include two (2) members from each of the following groups: IAFF Local 3155, FOP Lodge 124, UFCW Local 431, and the City. The purpose of this committee shall be to examine different avenues of controlling the cost of health care and selecting the best possible health insurance plan to best benefit all parties. Each member of the Health Insurance Committee will have veto power enabling them to deny any proposal that does not benefit their respective membership.

### SECTION 13.3 ~ JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- A. It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the Fire/Ambulance Departments in order to eliminate as much as possible accidents, death, injuries, and illness in the Departments.
- B. The Employer and the Union shall each appoint two (2) members to the Joint Occupational Safety and Health Committee. This Committee will meet at least quarterly and discuss safety and health conditions. Said meetings shall be on the first Monday of February, May, August and November.
  1. The Joint Occupational Safety and Health Committee will schedule annual inspections of Fire/Ambulance Department facilities, apparatus, protective equipment, protective apparel or devices. The Joint Occupational Safety and Health Committee and/or its designee will make recommendations for correction and/or improvement including target date(s) for abatement of any hazardous conditions.
  2. The Employer will work jointly with the Joint Occupational Safety and Health Committee members in reference to concerns regarding safety and health of its employees.
- C. The Employer will continue to make reasonable provisions for the safety and health of the employees and will continue to furnish Personal Protective Equipment (PPE) in accordance with the State of Illinois OSHA Standard(s).
  1. The Employer will continue to encourage the participation of the Joint Occupational Safety and Health Committee in submitting reasonable recommendations in reference to Personal Protective Equipment (PPE) and related equipment.
  2. The Committee will recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards of firefighting.
- D. The Employer will continue to make reasonable provisions for the safety and health of the employees by providing medical screening in accordance with the various federal and state regulatory standards.
- E. The Employer will not restrict the Joint Occupational Safety and Health Committee members from any Fire/Ambulance Department facility and equipment, when the Committee is investigating health and safety conditions.
- F. The Employer will continue to conduct service testing in accordance with the various state and federal regulations and/or mandates.
  1. All fire pumps or apparatus shall be service tested in accordance with the applicable requirements of NFPA 1911, Standards for Service Tests of Pumps on Fire Department Apparatus.

2. All aerial devices shall be inspected and service tested in accordance with the applicable requirements of NFPA 1914, Standard for Testing Fire Department Aerial Devices.
  3. All ground ladders shall be inspected and service tested in accordance with the applicable requirements of NFPA 1932, Standard on Use, Maintenance, and Service Testing of Fire Department Ground Ladders.
  4. All fire hose shall be inspected and service tested in accordance with the applicable requirements of NFPA 1962, Standard for the Care, Use and Maintenance of Fire Hose Including Couplings and Nozzles.
  5. All fire extinguishers shall be inspected and tested in accordance with the applicable requirements of NFPA 10, Standard for Portable Fire Extinguishers.
- G. The Employer agrees to repair reasonably and promptly any safety hazards, health hazards or Code violations in its facilities.
- H. All disputes arising under this article and not resolved by the Committee shall be considered proper subjects for adjustments under the grievance procedure outlined in the Agreement.

#### SECTION 13.4 ~ PENSION

For the term of this Agreement, the Employer agrees to maintain its obligation to the Firemen's Pension Fund as required by State of Illinois Statute, Chapter 108 ½, Article IV.

#### SECTION 13.5 ~ ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)

The Employer will comply with the State of Illinois Rules and Regulations governing employees who participate in the IMRF pension program.

#### SECTION 13.6 ~ POST EMPLOYMENT HEALTH PLAN (PEHP)

The City of Beardstown will continue to provide health insurance for members of the bargaining unit who retire with at least twenty (20) years of service. The type of insurance will be the same as is offered to active members of the bargaining unit. The cost of this insurance will be in accordance with Section 13.1. To assist with the employee's future additional cost of this section, the Employer agrees to set up an individual account with Nationwide Insurance, or equal, and deduct 0.5% (one-half of one percent) of their base pay to be deposited into this account for future insurance premium expenses. Said account will remain under the control of the employee.

### **ARTICLE XIV – DUTIES, JURISDICTION & NO INFRINGEMENT**

#### SECTION 14.1 ~ DEFINITION OF DEPARTMENTAL DUTIES

All members of the bargaining unit shall be required to perform those duties related to and in direct support of the Fire and Ambulance Departments, including but not limited to fire suppression, fire prevention and extinguishment, along with those duties related to the delivery of Emergency Medical Services (EMS).

SECTION 14.2 ~ JURISDICTION AND NO INFRINGEMENT

No Employee shall be required or volunteer to perform the work duties of:

- a. any other city employee or;
- b. within the work jurisdiction of any AFL-CIO trade union.

**ARTICLE XV – GENERAL PROVISIONS**

SECTION 15.1 ~ GENERAL MAINTENANCE

1. It is the general policy of the Employer to continue to utilize employees to perform general maintenance to city-owned Fire/Ambulance equipment and buildings in which the employee is qualified to perform. However, the Employer reserves the right to improve work standards.
2. The Employer agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all Fire/Ambulance stations. The Employer furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all fire houses.

SECTION 15.2 ~ RESIDENCY REQUIREMENTS

All current and future employees shall have no restrictions as to the location of their bona-fide residence as it relates to the coverage area of the City of Beardstown.

SECTION 15.3 ~ BULLETIN BOARD SPACE

The Employer will maintain suitable bulletin boards in each station which may be used by the Union for information concerning union activities. The Union shall limit its posting of notices and bulletins to such bulletin boards.

SECTION 15.4 ~ DISCIPLINE AND DISCHARGE

- A. Discipline in the Fire/Ambulance Departments shall be progressive and corrective, designed to improve behavior and not merely to punish. Disciplinary actions instituted by the Employer shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee. Where the Employer believes just cause exists to institute disciplinary action, the Employer shall have the option to assess the following penalties: Oral Reprimand, Written Reprimand, Suspension, Discharge. Any disciplinary action or measures other than oral reprimand imposed upon an employee may be appealed through the grievance procedure. The employee may file a written reply to any oral reprimand. If the Employer has reason to reprimand an employee, it shall be done in a manner not to embarrass the employee before other employees or the public.
- B. The Employer agrees that employees shall be disciplined and discharged only for just cause. A copy of all suspension and discharge notices shall be provided to the Union. Discharge and disciplinary suspensions shall be subject to review under the grievance procedure up to and including arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and supersede

the employee notification and appeal procedures of the City's Fire and Police Commission. Such contractual review procedures shall be the sole and exclusive method of reviewing all disciplinary action.

- C. Any employees found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice. A lesser remedy may be agreed upon as a grievance settlement or deemed appropriate by an arbitrator.
- D. Disciplinary actions noted in the employee's personnel file shall not be used after twelve (12) months to justify subsequent disciplinary action except for a related offense.
- E. The Employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee and just cause for discipline exist. Employees shall be entitled to have Union representation at all meetings with the Employer that could lead to the discipline of the employee.
- F. Prior to taking final disciplinary action and concluding its investigation, the Employer shall meet with the employee involved to:
  - a. notify the employee of the contemplated measure of discipline to be imposed;
  - b. inform the employee of the reason(s) for such contemplated disciplinary action;
  - c. and provide copies of all pertinent supporting documentation.

The employee shall be entitled to Union representation and the opportunity to rebut the reasons for such discipline.

- G. The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in a case from imposing discipline which is commensurate with the severity of the offense.

#### SECTION 15.5 ~ TURNOUTS AND UNIFORMS

- A. The City agrees to furnish, upon need, necessary protective firefighting gear and work uniforms. All uniforms and gear, as phased in for purchase, shall meet the minimum standards set forth by NFPA.
- B. Personal Protective Equipment
  - a. The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment, such as personal alarm devices, or personal floatation devices, necessary to preserve and protect the safety and health of fire fighters.
  - b. All protective clothing and equipment shall meet the standard, whether existing or promulgated during the term of this agreement, that provides the highest level of worker protection from among federal and state standards.
- C. Uniforms
  - a. All uniforms required of employees in the performance of their duties shall be furnished as needed without cost to the employees by the Employer and maintained in good, safe condition. Station uniforms shall include, but not be limited to fire/EMS pants, duty shirt, and boots.

- b. Uniforms and protective gear will be replaced by the Employer when said uniforms and protective gear are presented by the employee as no longer fitting or are worn to such a degree as they are no longer presentable for wear.

#### SECTION 15.6 ~ EQUIPMENT STANDARDS

The Employer hereby agrees that all Fire and Ambulance apparatus/equipment shall be maintained to the standards of all State, Federal, IDPH, Medical Control regulations and shall be the responsibility of the Employer.

### ARTICLE XVI – PREVAILING RIGHTS

#### SECTION 16.1 ~ DEFINITION

All rights, privileges, and benefits enjoyed by the employees at the present time which are not covered by this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual written consent or as provided herein.

#### SECTION 16.2 ~ CONTRACTING OUT

- A. The City of Beardstown shall not contract/subcontract out work performed by Local #3155 for the duration of this Agreement so long as there are employees at work or on layoff who can perform the work currently assigned to the bargaining unit. The foregoing does not preclude the City from exploring the possibility of implementing one form or another of EMS or Fire Protection privatization. However, in the event that the City's exploration reaches a point of serious consideration, and prior to reaching any final decision or executing any or executing any final agreement with any private contractor, the City shall give notice to Local #3155 and its members of any such plan under serious consideration and upon request, negotiate in good faith concerning the proposed plan, the City shall negotiate in good faith any alternative offered by the Union and the effects of such proposal in the membership of Local #3155.
- B. If any impasse is reached in such negotiations, either party shall have the right to institute interest arbitration to resolve the impasse. Such interest arbitration shall be conducted in accordance with the procedures of Section 14 of IPLRA, except that the neutral arbitrator shall be selected from a panel limited to members of the National Academy of Arbitrators.

### ARTICLE XVII – RULES AND REGULATIONS

#### SECTION 17.1 ~ COMPLIANCE AND REVIEW

- A. The Employer, his representatives, and the employees agree to follow and adhere to all Fire/Ambulance Department Rules and Regulations, so long as they are in full force and effect, and are not in conflict with the provisions of this Agreement.

B. The Employer and the Union shall each name two (2) representatives to sit as a committee to review the existing Fire/Ambulance Department rules and regulations. Such committee may by majority agreement make recommendations as to changes which shall be reviewed by the Fire Chief, who shall promptly issue a written report as to his agreement or specific reasons for his disagreement to the recommended changes. In the event that the Fire Chief rejects a committee recommendation, the two parties shall meet to attempt to resolve their differences. Should the Chief and the committee fail to reach an agreement, the issue shall be submitted at the arbitration step for grievance procedure. All rules and regulations must be approved by the Mayor and/or City Council.

#### SECTION 17.2 ~ NEW RULES

New or revised rules and orders having the effect of changing a rule or regulation may be established from time to time by the Employer. Any such new or revised rule(s) or orders shall be posted.

#### SECTION 17.3 ~ APPLICATION OF RULES

The employer agrees that the uniform rules and regulations of the Fire/Ambulance Departments are to be fairly and equitably administered and enforced.

### ARTICLE XVIII – SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted Federal or State legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be opened to immediate negotiation.

### ARTICLE XIX – GUARANTEE OF TERMS

The Employer agrees that this Agreement shall be immediately submitted to its Legislative body for ratification and concurrent adoption in ordinance form pursuant to the municipality's legislative authority. Such action by the Legislative body shall commit the municipality to enact no subsequent ordinances, executive orders or rules and regulations having the force and effect of law which would impair the binding effect of, or make unenforceable the terms of this Agreement.

## ARTICLE XX – DURATION AND NEGOTIATIONS

### SECTION 20.1 ~ DURATION AND NOTICE

This Agreement and each of its provisions shall become effective as of May 1, 2024 and continue in full force and effect through April 30, 2027 and thereafter. Unless either party shall notify the other in writing 150 days and no later than 60 days (or by March 1) prior to the anniversary date of this contract that it desires to modify and/or amend this Agreement, this contract shall remain in full effect during the period of negotiation until a successor agreement is entered into by the parties.

### SECTION 20.2 ~ NEGOTIATIONS

Negotiations shall commence within thirty (30) days of either party's request of modification of this Agreement.

### SECTION 20.3 ~ IMPASSE RESOLUTION

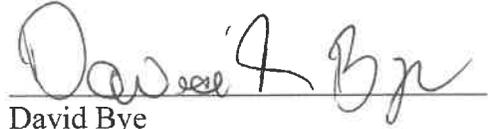
All impasses on economic matters shall be resolved according to the provisions of Section 14 of the Illinois Public Labor Relations Act, except that all arbitration hearing shall be conducted in Beardstown, Illinois.

### SECTION 20.4 ~ RATIFICATION AND ENACTMENT

- A. If the parties reach a complete agreement as to the items for negotiations at the end of the negotiating period (Section 20.2), the following procedures shall apply:
  - a. The Agreement will first be presented to the Union membership with the Union's Executive Board recommendation for ratification.
  - b. Upon ratification by the Union membership, the Agreement shall be submitted to the City's Legislative Body at the next scheduled council meeting with the Mayor and Negotiating Committee recommendation for ratification and concurrent adoption in ordinance form. The Employer and the Union shall cooperate to secure this legislative approval.
- B. The Employer agrees to adopt this Agreement, negotiated or arbitrated, in ordinance form pursuant to its municipal legislative authority. Such action by the City shall commit the City to enact no subsequent ordinance, executive order, or rules and regulations having the force and effect of law which would impair the binding effect of, or make unenforceable the terms of this Agreement.
- C. The Employer agrees to pay all members of the bargaining unit a contract signing bonus in the amount of \$200.00.

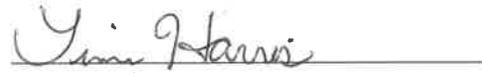
IN WITNESS WHEREOF, the parties hereto have affixed their signatures on this 30th day of JANUARY, 2025.

FOR THE UNION



David Bye  
President, Local 3155

FOR THE CITY



Tim Harris  
Mayor, City of Beardstown

**APPENDIX-A**

**WAGE AND SALARY SCHEDULE**

A. All personnel will be paid according to the following schedule effective May 1, 2024.

|                           | <b>WAGE AND SALARY SCHEDULE</b>   |                 |               |                                     |                 |               |
|---------------------------|-----------------------------------|-----------------|---------------|-------------------------------------|-----------------|---------------|
|                           | <b>MAY 1, 2024-APRIL 30, 2025</b> |                 |               |                                     |                 |               |
|                           | <b>Firefighter/Paramedic</b>      |                 |               | <b>Emergency Medical Technician</b> |                 |               |
|                           | <b>ANNUALLY</b>                   | <b>BIWEEKLY</b> | <b>HOURLY</b> | <b>ANNUALLY</b>                     | <b>BIWEEKLY</b> | <b>HOURLY</b> |
| Probationary Employee     | \$53,526.08                       | \$2,058.70      | \$18.38       | \$46,193.00                         | \$1,776.65      | \$15.86       |
| After 1 Year of Service   | \$62,441.05                       | \$2,401.58      | \$21.44       | \$50,581.34                         | \$1,945.44      | \$17.37       |
| After 2 Years of Service  | \$63,065.46                       | \$2,425.59      | \$21.66       | \$51,087.15                         | \$1,964.89      | \$17.54       |
| After 3 Years of Service  | \$63,696.12                       | \$2,449.85      | \$21.87       | \$51,598.02                         | \$1,984.54      | \$17.72       |
| After 4 Years of Service  | \$64,333.08                       | \$2,474.35      | \$22.09       | \$52,114.00                         | \$2,004.38      | \$17.90       |
| After 5 Years of Service  | \$64,976.41                       | \$2,499.09      | \$22.31       | \$52,635.14                         | \$2,024.43      | \$18.08       |
| After 10 Years of Service | \$66,925.70                       | \$2,574.07      | \$22.98       | \$54,214.20                         | \$2,085.16      | \$18.62       |
| After 15 Years of Service | \$68,933.47                       | \$2,651.29      | \$23.67       | \$55,840.62                         | \$2,147.72      | \$19.18       |
| After 20 Years of Service | \$71,001.48                       | \$2,730.83      | \$24.38       | \$57,515.84                         | \$2,212.15      | \$19.75       |
| After 25 Years of Service | \$73,131.52                       | \$2,812.75      | \$25.11       | \$59,241.32                         | \$2,278.51      | \$20.34       |
| After 30 Years of Service | \$75,325.47                       | \$2,897.13      | \$25.87       | \$61,018.56                         | \$2,346.87      | \$20.95       |

B. Hourly Rates are based on 2912 hours per year.

**APPENDIX-B**

**WAGE AND SALARY SCHEDULE**

A. All personnel will be paid according to the following schedule effective May 1, 2025.

**WAGE AND SALARY SCHEDULE**

**MAY 1, 2025-APRIL 30, 2026**

Base Salary Increase = 3.00%

|                           | <b>Firefighter/Paramedic</b> |                 |               | <b>Emergency Medical Technician</b> |                 |               |
|---------------------------|------------------------------|-----------------|---------------|-------------------------------------|-----------------|---------------|
|                           | <b>ANNUALLY</b>              | <b>BIWEEKLY</b> | <b>HOURLY</b> | <b>ANNUALLY</b>                     | <b>BIWEEKLY</b> | <b>HOURLY</b> |
| Probationary Employee     | \$55,131.86                  | \$2,120.46      | \$18.93       | \$47,578.79                         | \$1,829.95      | \$16.34       |
| After 1 Year of Service   | \$64,314.28                  | \$2,473.63      | \$22.09       | \$52,098.78                         | \$2,003.80      | \$17.89       |
| After 2 Years of Service  | \$64,957.43                  | \$2,498.36      | \$22.31       | \$52,619.77                         | \$2,023.84      | \$18.07       |
| After 3 Years of Service  | \$65,607.00                  | \$2,523.35      | \$22.53       | \$53,145.97                         | \$2,044.08      | \$18.25       |
| After 4 Years of Service  | \$66,263.07                  | \$2,548.58      | \$22.76       | \$53,677.42                         | \$2,064.52      | \$18.43       |
| After 5 Years of Service  | \$66,925.70                  | \$2,574.07      | \$22.98       | \$54,214.20                         | \$2,085.16      | \$18.62       |
| After 10 Years of Service | \$68,933.47                  | \$2,651.29      | \$23.67       | \$55,840.62                         | \$2,147.72      | \$19.18       |
| After 15 Years of Service | \$71,001.48                  | \$2,730.83      | \$24.38       | \$57,515.84                         | \$2,212.15      | \$19.75       |
| After 20 Years of Service | \$73,131.52                  | \$2,812.75      | \$25.11       | \$59,241.32                         | \$2,278.51      | \$20.34       |
| After 25 Years of Service | \$75,325.47                  | \$2,897.13      | \$25.87       | \$61,018.56                         | \$2,346.87      | \$20.95       |
| After 30 Years of Service | \$77,585.23                  | \$2,984.05      | \$26.64       | \$62,849.12                         | \$2,417.27      | \$21.58       |

B. Hourly Rates are based on 2912 hours per year.

**APPENDIX-C**

**WAGE AND SALARY SCHEDULE**

A. All personnel will be paid according to the following schedule effective May 1, 2026.

**WAGE AND SALARY SCHEDULE**

**MAY 1, 2026-APRIL 30, 2027**

Base Salary Increase = 3.00%

|                           | <b>Firefighter/Paramedic</b> |                 |               | <b>Emergency Medical Technician</b> |                 |               |
|---------------------------|------------------------------|-----------------|---------------|-------------------------------------|-----------------|---------------|
|                           | <b>ANNUALLY</b>              | <b>BIWEEKLY</b> | <b>HOURLY</b> | <b>ANNUALLY</b>                     | <b>BIWEEKLY</b> | <b>HOURLY</b> |
| Probationary Employee     | \$56,785.81                  | \$2,184.07      | \$19.50       | \$49,006.16                         | \$1,884.85      | \$16.83       |
| After 1 Year of Service   | \$66,243.71                  | \$2,547.84      | \$22.75       | \$53,661.74                         | \$2,063.91      | \$18.43       |
| After 2 Years of Service  | \$66,906.15                  | \$2,573.31      | \$22.98       | \$54,198.36                         | \$2,084.55      | \$18.61       |
| After 3 Years of Service  | \$67,575.21                  | \$2,599.05      | \$23.21       | \$54,740.34                         | \$2,105.40      | \$18.80       |
| After 4 Years of Service  | \$68,250.96                  | \$2,625.04      | \$23.44       | \$55,287.75                         | \$2,126.45      | \$18.99       |
| After 5 Years of Service  | \$68,933.47                  | \$2,651.29      | \$23.67       | \$55,840.62                         | \$2,147.72      | \$19.18       |
| After 10 Years of Service | \$71,001.48                  | \$2,730.83      | \$24.38       | \$57,515.84                         | \$2,212.15      | \$19.75       |
| After 15 Years of Service | \$73,131.52                  | \$2,812.75      | \$25.11       | \$59,241.32                         | \$2,278.51      | \$20.34       |
| After 20 Years of Service | \$75,325.47                  | \$2,897.13      | \$25.87       | \$61,018.56                         | \$2,346.87      | \$20.95       |
| After 25 Years of Service | \$77,585.23                  | \$2,984.05      | \$26.64       | \$62,849.12                         | \$2,417.27      | \$21.58       |
| After 30 Years of Service | \$79,912.79                  | \$3,073.57      | \$27.44       | \$64,734.59                         | \$2,489.79      | \$22.23       |

B. Hourly Rates are based on 2912 hours per year.

**APPENDIX-D**  
**AUTHORIZATION FOR CHECKOFF OF UNION DUES**

I hereby authorize the City of Beardstown to deduct from my pay the uniform dues of Beardstown Fire Fighters Association, Local 3155, International Association of Fire Fighters, AFL-CIO, and remit said amounts to the Union.

I understand that I may not cancel this authorization unless by written notice to the Employer and to the Union during the thirty (30) days prior to the termination date of the current labor agreement between Local #3155 and the City.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary