



Beardstown Local Firefighters

Local 3155

2018-2021 Contract

Contract Expires April 30th 2021

ARTICLE I ~ PREAMBLE

This agreement is entered into by and between the City of Beardstown, an Illinois Municipal Corporation, hereinafter referred to as the employer, and the Beardstown Fire Fighters 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 establish proper standards of wages, hours, and other terms and conditions of employment, and to provide for the equitable and peaceful adjustments of differences, which may arise between the parties.

ARTICLE II ~ RECOGNITION

Pursuant to certification of the Illinois State Labor Relations Board on case #S-RC-89-26, the Employer recognizes the Union as the sole and exclusive bargaining agent for all eligible employees in the unit describe below for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment as defined in IL. Rev. Stat., Chap 48, par. 1601 et seq.

The scope of the unit is described as follows: All full-time employees of the Fire and Ambulance Departments, including but not limited to those employees in the position or rank of Firefighter/Driver, EMT-B, EMT-I, EMT-P, but excluding those employees holding the position or rank of Chief of Fire Department, and other supervisory, managerial and clerical employees as defined by the act.

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 present 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 (30) 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 member to the Union, less that portion of said dues and assessment (s) which are or may be for political purpose.

SECTION 3.2 PAYROLL DEDUCTION OF UNION DUES or FAIR SHARE FEE

- A. 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 city.

B. Authorization for such deductions shall be irrevocable unless revoked by written notice to the Employer and to the Union during the thirty days (30) prior to the expiration of the contract.

SECTION 3.3 INVOLUNTARY DEDUCTIONS

In the event that an employee fails to voluntarily sign a check-off authorization, or if an employee who has 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 not 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 INDEMNIFICATION

The Union shall indemnify and hold harmless the Employer against any and all claims, suits or judgments brought or issued against the Employer as a result of any action taken pursuant to the check-off provision, including any costs incurred by the Employer arising from challenges to the fair share fee.

In the event of any legal action against the Employer brought in court or administrative agency because of its compliance with this article, the Union agrees to defend such action at its own expense and through its own counsel provided:

- A. The Employer gives immediate notice of the action in writing to the Union.
- B. The Employer gives full and complete cooperation to the Union and its legal counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both and all-appellate levels.

SECTION 3.7 PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS

A.) FILING AN OBJECTION:

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) days after he/she becomes aware of the basis for his/her objection.

B.) 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.

C.) 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 XI, 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.

D.) 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.

E.) 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.

F.) 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 rebated, to all such proportionate fair share paying non-members.

ARTICLE IV ~ HOURS OF DUTY

SECTION 4.1 PLATOON DUTIES

Employees covered by the terms of this agreement that work within the Fire/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 off duty. The shift starts at 7:00 a.m. and ends the following day at 7:00 a.m.

SECTION 4.2 OVERTIME HOURS

Employees working any hours on duty in addition to the regular hours as defined in the above paragraph shall be considered overtime hours subject to the overtime rates as provided in the agreement.

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 that is posted on Aug 1, 2011. Both parties agree that some members of the bargaining unit are qualified to perform both Fire and EMS while other members are qualified for only Fire or EMS. A member of the bargaining unit will 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 the vacancy or turn down the overtime at that time they will move to the bottom of the overtime list. The Chief of the Department has the obligation to decide which members are qualified to fill said vacancies. If a member is not qualified to fill the vacancy the chief may move down the overtime list to the first qualified member. Then the chief shall offer that member the overtime. Once a member has been offered overtime they will be moved to the bottom of the overtime list. The Chief must try all methods possible of reaching our members if overtime is available examples are telephones, pagers, and cell phones. If a member can't be reached the chief may move to the next qualified member on the list, before moving on the chief must have exhausted all methods possible of reaching said member and done so in a reasonable timeframe. Once the overtime shift has been offered to the first full-time qualified members on the list, the Chief will have the option to offer the overtime shift to a qualified part-time employee.

Employees who acru overtime shall have the option to take that as comp time. Comp time shall not exceed 120 hours. Employees shall not be able to use comp time for monetary gain.

SECTION 4.3 FAIR LABOR STANDARDS ACT

The Employer may designate a work period of up to twenty-eight (28) days for determining liability under the Fair Labor Standard Act.

ARTICLE V ~ WAGES AND RATES OF PAY

SECTION 5.1 ANNUAL SALARY SCHEDULE

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

SECTION 5.2 STRAIGHT-TIME HOURLY RATE

The regular and basic hourly rate of pay shall be determined and computed by dividing the employees annual salary by the scheduled annual hours of duty to which the employee is assigned. For twenty-four (24) shift employees the annual hours scheduled are 2912.

SECTION 5.3 OVERTIME RATE

The overtime rate shall be paid for all overtime worked at the rate of one and one-half (1 ½) times the employees hourly rate.

SECTION 5.4 LONGEVITY FOR EMPLOYEES

Employee's salary shall be increased by 2% for every five (5) years of service.

SECTION 5.5 HOLD OVER AND RECALL RATE

Employees held-over beyond their normal quitting time or recalled to duty once relieved shall receive a minimum of two (2) hours pay at the employee's overtime rate. All additional hours worked whether on hold over or call back will be paid at time and a half the employee's hourly rate for all hours actually worked. Any employee that is held over or called in on a holiday will receive double (2) time for all hours worked. (2 x hourly rate)

SECTION 5.6 CALL BACKS

Fire & Rescue calls will be paged out to all members of the Department by the Chief, or in his absence, the most senior Firefighter or Paramedic on duty. Full time personnel of the Department are expected to respond to the calls unless incapacitated or out of the City. Any member of the bargaining unit responding to a call back requiring a second truck, the donning of SCBA, or other Certified Firefighter II skills, or EMS skills shall be paid at time and one-half their regular rate of pay.

SECTION 5.7 EDUCATIONAL PAY

The Employer agrees to pay all costs of tuition and books, to any bargaining unit member attending any schools that are required by the employer to maintain the standards of the department.

These schools must be first approved by the Fire Chief, Mayor and/or City Council.

With the pre-approval from the Fire Chief, Mayor and/or City Council the city agrees to pay expenses related to Continuing Education Units for the purpose of re-licensure of all bargaining unit members.

SECTION 5.8 EDUCATION / TRAINING BONUS

The employer agrees to pay all bargaining unit employees a \$400.00 training bonus after the employee has shown proof of a minimum 16 hours of continuing education. The continuing education can be either Fire or EMS related, online or classroom. The bonus will be paid the first pay period of November.

SECTION 5.9 INSTRUCTOR PAY

The employer agrees to pay an employee a fee of \$250.00 for instructors after 20 hours of classroom instruction, be either Fire or EMS related. This fee will be paid the first pay period of November.

ARTICLE VI ~ PREVAILING RIGHTS

SECTION 6.1 PREVAILING RIGHTS

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 6.2 CONTRACTING/SUBCONTRACTING OUT

The City of Beardstown shall not contract out or 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 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.

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 panel limited to members of the National Academy of Arbitrators.

ARTICLE VII ~ PAID LEAVES OF ABSENCES

SECTION 7.1 VACATIONS

Vacation shall be earned on the employees' anniversary date based on the following schedule:

One year of service.....	3 Duty Days
Two or more years of service.....	6 Duty Days
Five or more years of service.....	9 Duty Days
Ten or more years of service.....	12 Duty Days

Fifteen years or more of service.....15 Duty Days
 Twenty years or more of service.....18 Duty Days
 (A Duty Day equals a 24-hour shift as defined in Section 4.1)

Vacation may be taken at the rate of not less than one (1) duty day at a time. There shall be at least seventy-two (72) hours notice prior to scheduling vacation days. The calendar year shall constitute the period of time during which vacation will be scheduled. Seniority shall determine the preference in selection of vacation. All vacation shall be approved by the Fire Chief.

Any employee who is separated from the Fire/Ambulance Department shall be compensated in cash for all unused vacation time accumulated, at the rate of pay at the time of separation. In the case of the death of an employee the compensation due that employee shall be paid to his or her estate.

SECTION 7.2 PROHIBITION AGAINST THE MISUSE OF LEAVES

During any leaves granted, pursuant to the terms of this agreement, regardless of being 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.

SECTION 7.3 HOLIDAYS AND PERSONAL DAYS

The following holidays shall be recognized and observed:

New Years Day	Memorial Day	Independence Day
Labor Day	Veterans Day	Thanksgiving Day
Christmas Day	Presidents Day	Thanksgiving Friday
Christmas Eve	New Years Eve	Employees' Birthday

In addition to the established holidays, bargaining unit members shall receive three (3) personal days each year and one (1) additional personal day for each five (5) years of service. Bargaining unit members shall be allowed to carry-over to the next year ten (10) personal days. Employees will earn personal days on their anniversary date each year. This will be based on a 24 hour duty days system.

Upon termination of employment, The City of Beardstown agrees to pay employees that are leaving on good terms and are vested, (8 years of service), shall be compensated for 100% of unused sick time and 100% of unused personal time.

Holiday pay ; each bargaining unit member that works a 24 hour shift on a holiday shall receive a stipend of \$100. Only 1 stipend of \$100 shall be paid per occurrence.

SECTION 7.4 SICK AND INJURY LEAVES

- A) Any employee incurring a non-duty sickness or injury shall receive sick leave with full pay. On-duty sickness or injury shall not be charged against the employee's accumulated sick leave. Employees can use sick days for an illness or off duty injury to themselves. Employees will earn sick leave on their anniversary date each year. Employees shall accrue sick pay based on the following schedule.
- Up to two (2) years of service, 6 Duty Days
 - Three to Five years of service, 7 Duty Days
 - Six or more years of service, 8 Duty Days

Sick leave when used will be counted as one (1) duty day. Sick leave can be accumulated up to Forty-five (45) Duty Days.

If an employee has reached the accumulated maximum of Forty-five (45) Duty Days the City agrees to deposit into the employees PEHP (Post Employment Health Plan) following; if employee uses zero (0) or one (1) sick day the city will deposit an amount equal to 3 of their Duty Days into their PEHP account, if employee uses two (2) sick days the city will deposit an amount equal to 2 of their Duty Days into their PEHP account all unused sick days. The City and Local 3155 agree that using the calendar year will be the most effective way to figure eligibility for this program.

- B) Employees shall be compensated in cash or paid time-off, at their regular rate of pay for 100% of any unused accumulated sick leave time, upon conclusion on employment. As long as employees that are leaving on good terms and are vested, (8 years of service). The employee shall exercise the option as to a cash payment or paid time-off. In the event of the death or disability of an employee the amount of money equal the employee's accumulated sick leave, shall be paid to his/her estate.
- C) The City agrees to abide by Illinois Workman's compensation laws for employees who are injured or disabled in the line of performing their job duties.
- D) 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. Non-paid 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 a leave of absence for extended illness upon expiration of all such benefits may result in automatic termination.
- E) 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 and for routine medical and dental appointments. All foreseeable leave for such purposes shall require a specific prior approval of the Chief.
- F) Any absence of three (3) working days or longer may require a physician's statement of release and verification substantiating that he/she may return to work. The Chief may also require the employee to be examined by a physician of the Chief's choice and at the expense of the Employer.
- G) 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 cooperate fully with the Department in verifying illness.

SECTION 7.5 JURY DUTY AND COURT TIME

Jury pay will be granted for jury service except Grand Jury by paying the difference between jury pay and regular time lost. It is understood that the employee will return to work after completing jury service for the day.

SECTION 7.6 BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee or spouse, the employee shall be granted one (1) duty day off with pay. 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, and grandchildren, uncles and aunts.

ARTICLE VIII ~ UNPAID LEAVES OF ABSENCE

SECTION 8.1 POLITICAL LEAVES

Employees who become candidates for elective office (public) or who may be appointed to political office (public) shall at the employer's option be granted a leave of absence, without pay, for the time necessary to campaign and/or fulfill the term of office.

SECTION 8.2 MILITARY LEAVE

In addition to any other unpaid leaves of absence, any employee who is a member of the reserve forces of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State, shall be granted an unpaid leave of absence during the period of time of such activity.

ARTICLE IX ~ VACATION CARRY OVER

In the event an employee covered by this agreement through no fault of his/her own, is unable to utilize his/her allotted vacation time, the employer shall permit the employee to carry forward into the next calendar year, that unused vacation time. The Employer may pay the employee for the unused time in lieu of the carry over.

ARTICLE X ~ SENIORITY RIGHTS

SECTION 10.1 DEFINITION

Seniority means an employee's length of continuous service with Fire/Ambulance Departments, since the employee's last date of hire. If more than one person is hired on the same day they shall be placed on the seniority list according to their rank on the eligibility list, from which they were hired, using separate department seniority lists.

SECTION 10.2 PROBATION PERIOD

A new employee is on probation for twelve (12) months after completing all necessary training courses (Paramedic or Fire Fighter II). If a new employee already has the minimum level of

training that employee's probationary period will be twelve (12) months from 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 Police/Fire Commissioners, but not both. A probationary employee shall have no seniority, except as otherwise provided in this agreement, until he/she has completed his/her probationary period. Upon the completion of his probationary period, the employee will acquire seniority from his/her date of hire. The probationary employee will receive vacation sick and personal leaves as stated elsewhere in this agreement.

SECTION 10.3 TERMINATION OF SENIORITY

An employee may be terminated by the Employer and his seniority broken when he:

- (a) quits, or
- (b) is discharged for just cause, or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twelve months, or
- (d) accepts gainful employment while on an approved leave of absence from the department, or
- (e) is absent without proper notification or authorization, or
- (f) fails to return to work at the conclusion of an approved leave of absence.

SECTION 10.4 SENIORITY WHILE ON LEAVE

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

SECTION 10.5 SENIORITY LIST

Every twelve (12) months the employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be simultaneously provided to the Union.

SECTION 10.6 LAY-OFF AND RECALL

In the event it becomes necessary to lay-off, employees shall be laid off in inverse order of their seniority in the department. Employees shall be recalled from layoff according to their seniority. No new employee (s) shall be hired until all employees on lay-off status desiring to return to work have been recalled and hired.

ARTICLE XI ~ GRIEVANCE PROCEDURE

SECTION 11.1 DEFINITION

Any grievance or dispute, which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner.

SECTION 11.2 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 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, 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 the 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 11.3 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 an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of the State of Illinois. Both the employer and Union shall have the right to strike three (3) names from the list. The parties, by a 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, who shall be notified by FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing (s).

SECTION 11.4 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) days following the close of the hearing unless the parties agree to an extension thereof. The decision shall be solely based upon the arbitrators' 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 this section, the decision of the arbitrator shall be final and binding.

SECTION 11.5 EXPENSES OF ARBITRATION

The fees and expenses of the arbitrator shall be borne equally by the employer and 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 11.6 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/Ambulance Departments.

The time limits set forth in this article may be extended by mutual written consent of the parties. The term "business days" means the days of the week, Monday through Friday, excluding Holidays.

SECTION 11.7 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 the Article, if necessary, shall be released from work without loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner, which do not interfere with City operations.

ARTICLE XII ~ NO STRIKE AND NO LOCKOUT

No lock out of employees shall be instituted by the employer during the term of this agreement as a result of a dispute with the Union arising out of the terms of this agreement.

No strikes of any kind and no slowdown, picketing or other concerted interference with, or interruption of, service shall be caused, sanctioned, instigated, condoned, supported, or participated in by the Union or any employee during the term of this agreement.

ARTICLE XIII ~ SAFETY, HEALTH & WELFARE

SECTION 13.1 HOSPITALIZATION & MEDICAL COVERAGE PROGRAMS

Present group hospitalization and major medical insurance policy of the City is specifically incorporated in this agreement. The Employer shall contribute the following amounts for employee health insurance coverage per month, any amount over that shall be paid by the employee.

Effective May 1, 2018 Single Plan \$825 Family Plan 985

The Employer is obligated to contribute the same premium dollar in replacing the group hospitalization and major medical insurance should such coverage be canceled through no fault of the Employer: coverage will be replaced using the same specifications as in place at the inception of this contract. Insurance of the Personnel Policy of the City of Beardstown is specifically incorporated in this agreement. Probationary Employees become eligible for health insurance coverage after completing thirty (30) working days of employment. As has been past practice with health insurance benefits, short-term disability policy, and premiums IAFF Local 3155, FOP Lodge 124, and Local 431 of the UFCW all have the same benefit package. Local 3155 agrees to accept this new premium package pending approval of FOP Lodge 124, and UFCW Local 431.

Should either State or Federal statutes mandate that the Employer participate in a national or state health care plan, the parties agree that the level of health care benefits currently provided will not be diminished nor will the employee's cost for the maintenance of those benefits be increased beyond that provided in this agreement.

Insurance: The City's current health insurance plan incorporating the Health Reimbursement Account, (HRA), is specifically incorporated into this agreement. Should the City wish to change or eliminate the HRA it agrees to bargain with the Union on this issue.

SECTION 13.2 JOINT OCCUPATIONAL SAFETY & HEALTH COMMITTEE

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.

The employer and the Union shall each appoint two (2) members to the Joint Occupational Safety and Health Committee. This committee will meet quarterly and discuss safety and health conditions.

SECTION 13.3 PENSIONS

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

SECTION 13.4 ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)

- A. The City will comply with the State of Illinois Rule and Regulations governing employees who participate in the IMRF pension program.

SECTION 13.5 HEALTH INSURANCE COMMITTEE

There will be a committee set up that will include two members from Local 3155 of the International Association of Fire Fighters, two members from FOP Lodge 124, two members from UJFCW Local 431 and two members from the City. The purpose of this committee is to look at different avenues of controlling the spiraling cost of health care. Each team of members will have veto power thus protecting the City and each bargaining unit from being forced into accepting a proposal that is not fair for their members.

SECTION 13.6 POST EMPLOYMENT HEALTH PLAN

The City of Beardstown will continue to provide health insurance for members of the bargaining unit who retire after 1/01/2010 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 entire cost of this insurance would be borne by the retiring member, and would have to pay 100% of the cost of the insurance. To help defray the employees future cost the City agrees to set up an account with Nationwide Insurance and deduct ½ % (one half of one percent) of their base pay to be deposited into this account for future insurance expenses. The accounts with Nationwide would be individual accounts that remain under the control of the employee.

ARTICLE XIV ~ NON-DISCRIMINATION

SECTION 14.1 NON DISCRIMINATION

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the employer, the responsibility for applying this provision of the agreement.

SECTION 14.2 GENDER

All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

SECTION 14.3 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 United States Supreme Court in *Vaca v. Sipes*, 386 U.S. 171.

ARTICLE XV ~ MANAGEMENT FUNCTIONS

SECTION 15.1 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 15.2 MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the Department of the City and all management rights repose in it. Except to the extent limited by express provisions elsewhere in this agreement, these rights include, but are not limited to, the following:

To direct all operations;

To establish reasonable work rules and schedules of work;

To hire or promote, transfer, schedule, and assign employees in positions and to create, combine, modify and eliminate positions;

To suspend and discharge for just cause and take other disciplinary action against employees under the established work rules and regulations of the Department and the provisions of this agreement;

To lay off employees when bonafide lack of funds exist;

To maintain efficiency of Department operations;

To introduce new or improved methods or facilities;

To change existing methods or facilities;

To determine the kinds and amounts of services to be performed as pertains to Department operations, and the number and kind of classifications to perform such services;

To contract out for goods and services;

To determine proper uniform and attire for all sworn personnel, to change, alter or amend this clothing and equipment as needed, and to set dates of conversion from season to season;

To establish required training sessions and qualifications for specific duty assignments and to change or amend these requirements as needed to meet departmental needs or requirements;

To retain the right to issue and/or assign any or all department equipment and vehicles to employees or other individuals as necessary and directed by the Department Head or designee;

To schedule overtime work as required in the manner most advantageous to the department and in accordance with this agreement;

To take whatever action is necessary to carry out the functions of the department in situations of emergency;

To determine the shift or duty assignments, the number of personnel per shift or duty assignments, and to change or alter these after proper notice;

To require compliance with regular written departmental rules and regulations, and to all general orders, specific orders, official notices or memoranda issued on department letterhead, memorandum, general or special order, or other identifiable documents;

To determine the proper utilization of department vehicles and equipment, the proper cleaning, care and maintenance of those vehicles and equipment, the number of personnel assigned to each vehicle and the location of vehicle when not in service.

SECTION 15.3 SUPERVISORS

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

The Fire Chief will appoint an Emergency Medical Services (EMS) Supervisor for the ordering, maintenance, and general upkeep for Beardstown Fire Department EMS operations. In addition as the liaison between the Fire Chief and EMS Providers, the EMS Supervisor will be responsible for all necessary Quality Assurance paperwork, monthly Continuing Medical Education, assist with licensure for both employees and response vehicles and liaison for the City and Medical Control. In order to be eligible for this position, the EMS Supervisor must be, (1) a full time employee, (2) a paramedic, and (3) be assigned to the ambulance service full time. For compensation for this added responsibility, the EMS Supervisor will be given an additional \$0.60 per hour.

SECTION 15.4 SHORT-TERM/ PART-TIME EMPLOYEES

The Employer may continue to utilize the services of short-term and part-time employees to perform bargaining unit work in accordance with this agreement and regards to overtime shifts for full-time members.

SECTION 15.5 GENERAL POLICY

It is the general policy of the Employer to continue to utilize employees to perform general maintenance to City Fire/Ambulance equipment and building that they are qualified to perform. However the Employer reserves the right to improve work standards.

SECTION 15.6 RESIDENCY

All personnel will have 90 days after the completion of the probationary period to live within 30 miles of the coverage area of the City of Beardstown. An employee who has completed probation as of May 1, 2018 must move within 30 miles of the coverage area of the City of Beardstown if they relocate from their present address.

All personnel living within the corporate limits of the City of Beardstown will be given first priority for call-back hours.

ARTICLE XVI ~ DUTIES, JURISDICTION & NO CONTRACTING OF WORK

SECTION 16.1 DEFINITION OF DEPARTMENTAL DUTIES

The members of the bargaining unit shall be required to perform those duties related to and in direct support of fire suppression, prevention, and extinguishment along with those duties related to the delivery of Emergency Medical Services.

SECTION 16.2 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 XVII ~ GENERAL PROVISIONS

SECTION 17.1 UNION BULLETIN BOARDS

The employer agrees to furnish suitable space for bulletin boards in convenient locations in each work area to be used only by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

SECTION 17.2 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 reprimands
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 that will not 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 expressly supersede and pre-empt 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, unless a lesser remedy is agreed upon as a grievance settlement or deemed appropriate by an arbitrator.
- D.) Disciplinary actions recorded in the employee's personnel files 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 reasons 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 a Union representative present at all meetings with the Employer that could lead to the discipline of the employee.
- F.) Prior to taking any final disciplinary action and concluding its investigation, the employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him of the reason(s) for such contemplated disciplinary action and copies of pertinent documents. The employee shall be entitled to Union representation and shall be given 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 17.3 MINIMUM MANNING

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.

SECTION 17.4 SHIFT CHANGE

Employees shall have the right to voluntarily exchange work shifts when the change does not interfere with normal operation and as approved by the Fire Chief as long as such change does not create an over time situation.

SECTION 17.5 PROTECTIVE GEAR AND CLOTHING

Shirts, pants and boots will be furnished, as needed, to maintain a neat and clean appearance by the Employer as approved by the Fire Chief.

SECTION 17.6 EQUIPMENT STANDARDS

The employer agrees that all Fire/Ambulance apparatus/equipment shall be maintained to state/federal standards by the Employer.

ARTICLE XVII ~ RULES AND REGULATIONS

SECTION 18.1 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 shall name two (2) representatives and the Union shall name two (2) representatives to sit as a committee to review the existing Fire/Ambulance Department rules and regulations. Such committees shall meet promptly and 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. In the event that the Fire Chief rejects a committee recommendation, the committee and the Chief shall meet in an attempt to resolve their differences. Should the Chief and the committee fail to reach 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 the City Council

SECTION 18.2 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 18.3 APPLICATION OF RULES

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

ARTICLE XIX ~ SAVINGS CLAUSE

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

ARTICLE XX ~ 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 XXI ~ DURATION AND RENEGOTIATIONS

SECTION 21.1 DURATION AND NOTICE

This agreement and each of its provisions shall be effective as of May 1st, 2018 and shall continue in full force and effect through April 30, 2021 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 21.2 NEGOTIATIONS

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

SECTION 21.3 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 hearings shall be conducted in Beardstown, Illinois.

SECTION 21.4 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 21.2), the following procedures shall apply
 - 1.) The Agreement will first be presented to the Union membership with the Union's Executive Boards recommendation for ratification.
 - 2.) At the next scheduled council meeting after ratification by the Union membership, the agreement shall be submitted to the City's Legislative Body, with the Mayor's 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 the 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 3 day of October, 2018.

FOR THE UNION



Dave Bye
President, Local 3155

FOR THE CITY



Leslie Harris
Mayor, City of Beardstown

**APPENDIX A
WAGE AND SALARY SCHEDULE**

A.) All personnel will be paid according to the following schedule effective May 1st, 2018. Effective May 1st, 2018 the base salary of all bargaining unit members will be increased by 3.0 %

	Annual Salary	Biweekly	Hourly
Probationary Employee	\$38,052.84	\$1,463.57	\$13.07
Probationary Paramedic	\$38,877.77	\$1,495.30	\$13.35
F/F Medic	\$45,353.01	\$1,744.35	\$15.57
After 5 Years of service	\$46,485.72	\$1,787.91	\$15.96
After 10 Years of service	\$47,185.26	\$1,814.82	\$16.20
After 15 Years of service	\$48,128.97	\$1,851.11	\$16.53
After 20 Years of service	\$49,090.83	\$1,888.11	\$16.86
After 25 Years of service	\$50,054.68	\$1,925.18	\$17.19

All pay increases will be retroactive to May 1st 2018, there is no retro activity prior to this date.

B.) Hourly Rates are figured 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, 2019. Effective May 1, 2019 the base salary of all bargaining unit members will be increased by 3.0%

	Annually	Bi-weekly	Hourly
Probationary Employee	\$39,194.43	\$1,507.48	\$13.46
Probationary Paramedic	\$40,044.10	\$1,540.16	\$13.75
F/F Medic	\$46,713.60	\$1,796.68	\$16.04
After 5 Years of service	\$47,880.29	\$1,841.55	\$16.44
After 10 Years of service	\$48,600.82	\$1,869.26	\$16.69
After 15 Years of service	\$49,572.84	\$1,906.65	\$17.02
After 20 Years of service	\$50,563.55	\$1,944.75	\$17.36
After 25 Years of service	\$51,556.32	\$1,982.94	\$17.70

B.) Hourly Rates are figured 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, 2020. Effective May 1, 2020 the base salary of all bargaining unit members will be increased by 3.0 %

	Annual Salary	Biweekly	Hourly
Probationary Employee	\$40,370.26	\$1,552.70	\$13.86
Probationary Paramedic	\$41,245.42	\$1,586.36	\$14.16
F/F Medic	\$48,115.01	\$1,850.58	\$16.52
After 5 Years of service	\$49,316.70	\$1,896.80	\$16.94
After 10 Years of service	\$50,058.84	\$1,925.34	\$17.19
After 15 Years of service	\$51,060.03	\$1,963.85	\$17.53
After 20 Years of service	\$52,080.46	\$2,003.09	\$17.88
After 25 Years of service	\$53,103.01	\$2,042.42	\$18.24
After 30 Years of service	\$54,165.07	\$2,083.27	\$18.60

B.) Hourly Rates are figured on 2912 hours per year.