

MEMORANDUM

September 30, 2019

TO: Mayor John P. Kahl and Members of the City Council

FROM: Chief Knapp and City Attorney's Office (Dennis R. Triggs)

SUBJECT: Fire Fighters Collective Bargaining Agreement

DISCUSSION: Attached is the new Collective Bargaining Agreement between the City and the International Association of Fire Fighters, Local No. 1498, the exclusive bargaining representative for the City's fire fighters. The new Agreement prescribes the wages, benefits and working conditions for the department's fire fighters and lieutenants from May 1, 2019 through April 30, 2024. The general wage increase for the first year is 1.50%, the second year is 1.75%, the third year is 1.75%, the fourth year is 2.0% and the fifth year is 2.25%. The Agreement affirms the role of the Insurance Committee and the bargaining unit employees will continue to have the same insurance benefits as other City employees.

RECOMMENDATION: Approval.

AGREEMENT BETWEEN

CITY OF EAST PEORIA, ILLINOIS

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 1498

2019–2024

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AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the **CITY OF EAST PEORIA, ILLINOIS** (herein called the "City") and the **INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 1498** (herein called the "Union"). This Agreement shall also be binding upon the parties' respective successors:

WITNESSETH:

SCOPE

WHEREAS, this Agreement has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment;

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits and employment conditions of the employees covered by this Agreement; to prevent interruptions of work and interference with the efficient operation of the Fire Department; and to provide an orderly and prompt method for handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I Representation and Recognition

The City recognizes the Union as the sole and exclusive bargaining agent for all regular full time fire fighters and full time medics employed by the City's Fire Department, but excluding Assistant Fire Chiefs and the Fire Chief. For the purposes of this Agreement, the term "fire fighter" shall refer to the regular full time fire fighters exclusively;

the term "medic" shall refer to the full time ambulance attendants exclusively; and the term "employee" shall refer to both inclusively.

ARTICLE II Union Security

Section 2.1 – Check-off. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked by the employee in writing at any time, the City agrees for the duration of this Agreement to deduct the regular monthly Union dues of such employee from his pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing of the exact amount of such regular membership dues to be deducted.

Section 2.2 – Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article. The Union shall provide the City with qualified legal counsel if requested. In the event that the City fails to request that the Union provide legal counsel or in the event that the City rejects or discontinues representation by qualified legal counsel provided by the Union without good cause, the City shall be responsible for its legal costs. "Good cause" shall include irreconcilable differences between the City and selected counsel.

ARTICLE III Management Rights

Section 3.1 It is recognized that, except as stated herein, the City shall retain whatever rights and authority are necessary for it to carry out effectively its fire fighting/medic functions under the laws of the State of Illinois, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement.

Among the rights retained in this Agreement is the City's right to direct the work forces; to plan, direct and control all the operations and services of the Fire Department; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule the working hours; to hire, promote, demote, suspend, discharge, discipline, or relieve employees for lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement or any applicable statutes. It is understood and agreed that the exercises of management rights shall be subject to the Rules and Regulations of the Fire and Police Commission. It is further understood and agreed that the Fire and Police Commission shall have no authority to promulgate rules or regulations or to make decisions affecting wages or hours or terms or conditions of employment, except that authority which is conferred upon said Commission by state statute.

ARTICLE IV Hours of Work and Overtime

Section 4.1 – Application of this Article. This Article shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours of work, and there shall be no pyramiding of premium rates or overtime rates under this Agreement. However, no modification of the work day or work week shall result in a reduction in the rate of pay as specified in Article XI of this Agreement.

Section 4.2 – Normal Work Week. The normal work week shall consist of 52.9 hours and such additional time as may from time to time be required to protect the citizens of the City. Said normal work week shall be accomplished by scheduling the employee's eighteenth (18th) duty day as an off-duty "FLSA Day". Twenty-four (24) hours shall constitute a normal work shift. All employees shall normally be scheduled to work on a work shift, and each work shift shall start at 7:30 a.m. and end the following 7:30 a.m., followed by forty-eight (48) hours off duty, except that this provision shall not limit the Chief's authority to rotate the work shifts of the six junior fire fighters then available for duty pursuant to §19.1.

Section 4.3 – Overtime Pay.

A. For purposes of complying with the Fair Labor Standards Act ("FLSA"), the "work period", as that term is used in §7(K) of the FLSA, shall be twenty-seven (27) days. The City shall pay overtime at the rate of 1.5 times the regular hourly rate for only extra hours worked that exceed an employee's scheduled time off hours during their payroll cycle. If an employee's extra hours worked are less than scheduled time off hours, the employee will be paid at straight time. The payroll period is the 11th through the 25th of each month, and the 26th through the 10th of each month. The regular hourly rate shall be calculated in accordance with the Fair Labor Standards Act.

B. The City shall establish a FLSA work period for each employee covered under this Agreement which commences at 7:30 p.m. on the first day of the period and concludes at 7:30 p.m. on the 27th day of the period, so that the employee's FLSA day shall be scheduled from 7:30 a.m. on the last day of one work period to 7:30 a.m. on the first day of the next work period. Employees may exchange "FLSA days" if both employees sign and accept the responsibility to exchange days. Exchanges must be

repaid within the calendar year and may be combined with any and all other time off on the days of the employees' choosing. All such exchanges shall be considered a duty trade for FLSA purposes, and the City shall have no responsibility if the exchange is not repaid. When an employee is transferred shifts he must assume the FLSA cycle at the new assignment for the employee he replaces regardless of rank, seniority or date of the last "FLSA day".

C. A minimum of two (2) hours pay at time and one-half shall be paid to any member of the Department called in for an ambulance or fire call when they are not scheduled to work. The employee shall make an accurate report of the time actually worked. All time worked pursuant to such call in shall be paid at time and one-half.

D. The employees called in to work because of a manpower shortage or for any other reason shall be paid in accordance with paragraph A above, and shall be called from the rotational lists maintained by the Union in accordance with past practice, except that the Chief may designate which employee shall be called in to perform work requiring mechanical or other special skill.

Section 4.4 – Clothing Allowance. All employees shall be paid by the City for expenditures pertaining to the purchase, care and maintenance of regulation fire fighter clothing and appropriate related equipment not furnished by the City. Said payment shall be Four Hundred Fifty Dollars (\$450.00) per year of the Agreement, payable on the 15th day of May for each year of this Agreement. The clothing allowance for employees who are scheduled to retire prior to the following April 30th shall be adjusted prorata. The clothing allowance for employees who are not as of the May 15th payroll date scheduled to retire, but do in fact retire prior to the following April 30th, shall be adjusted prorata retroactively at the time of the employee's last regularly scheduled pay date. If the City

institutes a mandatory change in uniform styles, the City shall pay for the increased cost to the employees occasioned by such change.

The City shall provide all "turn-out" gear to new employees prior to new employees beginning shift duty, and shall replace worn out "turn-out" gear as necessary for all employees. New fire fighters shall also be issued a complete uniform wardrobe, which shall be returned to the City if the fire fighter fails to complete the probationary period satisfactorily or to meet the paramedic certification requirement. On the May 15th immediately following the initial hiring, the fire fighter shall receive a prorated clothing allowance based upon the number of months worked prior to May 15th.

The City shall provide any required patch, badge, flag or rank insignia. However, the employee will be required to have said accessories sewn onto uniforms. The employee shall also be responsible for cleaning, maintenance and replacement of uniforms, including alternations or repairs. The Chief will give each employee a copy of the required uniform wardrobe, and each employee will be required to possess and maintain said wardrobe. All employees, at times announced by the Chief, will display their uniform wardrobe, to establish that they have a complete wardrobe on hand. Any employee that does not possess a properly maintained, complete wardrobe at said inspections, or cannot show receipts for clothing that is on order, but not yet received, will be subject to disciplinary action.

ARTICLE V Duty Manual

Section 5.1 – Duty Manual and Rules and Regulations of the Fire and Police Commission. The Union agrees to abide by the rules and regulations of the Duty Manual adopted by the City and Rules and Regulations of the Fire and Police Commission as

both are now in force or may from time to time be amended insofar as any existing rules or amendments to the Duty Manual do not conflict with the express terms of this Agreement or any statutes. Before the Duty Manual is formally amended, proposed amendments shall first be presented to the Union for comment. The Fire Chief agrees to furnish a copy of proposed changes to the Union prior to presentment to the City Council for adoption. The Duty Manual and the Rules and Regulations of the Fire and Police Commission shall not be subject to the grievance and arbitration provisions set forth in this Agreement unless such Duty Manual and Rules and Regulations conflict with the express terms of this Agreement or any statutes.

Section 5.2 – Investigations and Discipline.

A. Whenever an employee covered by this Agreement is under investigation or subjected to questioning by the City for any reason which could lead to any disciplinary action, demotion or dismissal, the questioning and/or investigation shall be conducted in accordance with the Firemen's Disciplinary Act.

Employees covered by this Agreement may be required to submit to an alcohol or chemical substance tests if and only if the City has reasonable cause to believe that the employee is abusing alcohol or a chemical substance or that the employee has reported to duty while under the influence of alcohol or a chemical substance, other than prescription medication, provided that the employee has given notice to the duty chief that the employee is using prescription medication.

No employee covered by this Agreement shall be required or requested to submit to any form of psychiatric or psychological testing or interviews, or to consult a counselor or similar professional, except where the City has reasonable cause to believe that the employee may be mentally or psychologically unfit to perform his duties.

No discipline shall be imposed without just cause and shall be accomplished in a constructive, progressive manner in an effort to rehabilitate and correct an offender whenever appropriate. Any disciplinary action subject to review by the Board of Fire and Police Commissioners shall not be subject to the grievance and arbitration provisions.

B. Employees covered by this Agreement who are subject to disciplinary action by the EMS System's Project Medical Director and are disciplined by the Project Medical Director, will be given the opportunity to meet with the Chief and have union representation present before any departmental discipline is imposed. If a suspension is imposed by the Project Medical Director, and the Chief believes a loss of wages is not warranted and that the Department's standing with the Project Medical Director will not be jeopardized by allowing the employee to either trade time with another qualified employee or be moved to a different machine to avoid loss of wages, then such trade or move shall be allowed. No Departmental discipline will be imposed without just cause as set forth in A above.

Section 5.3 – Fitness.

A. Consistent with the emphasis upon physical fitness, use of tobacco shall be prohibited within all Department vehicles and on all City property, except that tobacco use, including smoking, shall be permitted at designated outdoor locations at each fire station and at other outdoor locations designated by the Fire Chief, not to be within 20 feet of any entranceway. A fire fighter shall not smoke on duty when interacting with the public or at a rescue or fire scene, except when a fire fighter is at a fire scene for four (4) hours or more. Further, the chewing of tobacco may occur inside the firehouse subject to rules promulgated by the Chief.

B. Employees shall engage in physical exercise either in the morning or in the afternoon at times fixed by the Chief and placed on the daily work schedule. However, said scheduled exercise times may on occasion be interrupted to meet the needs of the Department. In addition, each employee shall be evaluated annually by a qualified exercise specialist, and given an individualized training program to assist in achieving and maintaining the required level of fitness. Results of the annual evaluation shall be made available to both the employee and the Chief.

C. The City shall pay on behalf of each employee at least 60% of the cost of individual membership in the EastSide Centre fitness/health club.

ARTICLE VI Promotions

Section 6.1 – General. Except where expressly modified by the terms of this Article, promotions to the rank of Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotion Act.

Section 6.2 – Vacancies. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period of up to three (3) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 6.3 – Eligibility. All promotions to Lieutenant shall be made from employees in the next lower rank who have at least seven (7) years of seniority in the Fire Department. All promotions to Assistant Chief shall be made from employees in the next lower rank who have at least (2) years of seniority in their current rank. Anniversaries of

service that affect Lieutenant testing eligibility shall be considered to occur on the date of the test. To be eligible to participate in the testing process to the rank of Assistant Chief, the member must have a minimum of two (2) years at the rank of Lieutenant prior to beginning the Assistant Chief testing process.

Section 6.4 – Rating Factors and Weights. All examinations shall be impartial and shall relate to those matters which will test the candidate’s ability to discharge the duties of the position to be filled. The placement of employees on the preliminary promotion lists shall be based on the points achieved by the employee on promotion examinations consisting of the following four (4) components weighted as specified:

	% Weight
1. Written Examinations	60
2.* Seniority	10
3.* Ascertained merit	10
4.* Subjective component (Examination of the Fire and Police Commission)	20

*Components 2, 3 and 4 shall be “broken down” pursuant to Appendix B, Lieutenant Rating Factors and Weights.

Section 6.5 – Scoring of Components. Each component of the preliminary promotion test shall be scored on a scale of 100 points. The component scores shall be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotion list.

A candidate on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within ten (10) days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final promotion list shall then be posted and copies provided to the Union and all candidates.

Section 6.6 – Right to Review. The Union or any affected employee who believes that an error has been made with respect to eligibility to take an examination, an examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority. Should the Union so elect, any disputes as to such matters may be resolved and remedied by filing a timely grievance as provided in Article XIV of this agreement provided the Union and the affected employees waive any other remedy provided by law before referring the grievance to arbitration under Step 4.

Section 6.7 – Order of Selection. Whenever a promotion rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to

perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest person are not remediable, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the passing over of the highest ranking person more than once shall be, should the Union so elect, subject to resolution in accordance with the grievance procedure in Article XIV of this agreement should the Union and the affected employees file a timely grievance and waive any other remedy provided by law before referring the grievance to arbitration under Step 4. When a vacancy occurs and no valid final promotion list for the rank exists, the member of the next lower rank with the most seniority at that rank shall have the first opportunity to fill that vacancy until such a time that a valid final promotion list can be established. This temporary appointment shall not exceed one hundred eighty (180) calendar days, per the promotion act. If the member with the most seniority declines the opportunity to fill the position, the member with the highest seniority after that member will be offered that position, and so on.

Section 6.8 – Maintenance of Promotion Lists. Final eligibility lists shall be effective for a period of three (3) years. The employer shall take all steps to ensure that the East Peoria Fire and Police Commission maintain in effect current eligibility lists so that promotional vacancies are filled no later than sixty (60) days after the occurrence of the vacancy, unless a vacated position is not filled due to or lack of funding or authorization.

Section 6.9 – Waiver. To the extent necessary, and only to the extent necessary, to effectuate the provisions of this Article VI, Promotions, provisions of the Fire Department Promotion Act to the contrary are waived.

ARTICLE VII Holidays

Section 7.1 – Holidays. All regular full time employees shall on December 1 of each year of this Agreement receive twelve (12) hours of additional pay for the following holidays, regardless of whether or not said employee worked said holidays:

- New Year's Eve Day
- New Year's Day
- Martin Luther King Day (as recognized by government)
- Easter
- Memorial Day (as recognized by government)
- Independence Day (July 4)
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

Such payment shall be for the holidays falling during the contract year. An employee whose employment terminates before December 1st shall be paid only for those holidays having occurred during the contract year and prior to the termination. An employee terminating employment between December 1st and the last day of the contract year shall reimburse the City for any holiday pay received, but not earned. Employees normally scheduled to work on one of the above holidays shall also receive an additional eight (8) hours pay, at straight time if the employee actually works on the holiday. Employees not scheduled to work on the listed holidays, or are called in to work, shall be paid in accordance with Article IV, Section 4.3, paragraph B. If the Chief determines a need to "float" an employee who is scheduled to work on a holiday to another shift, preference will be given by seniority to determine which employee will be moved off the holiday shift.

This provision does not limit the Chief's ability to float junior fire fighters pursuant to Section 19.1, but is instead intended to give a more senior employee the opportunity to refrain from working on a holiday. An employee scheduled to work on a holiday shall work the holiday, except in the event of a "float" as provided for herein. Employees may be allowed to take vacations off on holidays, but employees may not take personal time off on holidays.

ARTICLE VIII
Vacations

Section 8.1 – Eligibility for Vacations. All regular full time employees who have been employed by the City for a period of at least twelve (12) months shall be entitled to a vacation as follows:

Years of Service	Length of Vacation
Upon first year anniversary date	3 days
Upon second year anniversary date	5 days
Upon eighth year anniversary date	8 days
Upon thirteenth year anniversary date	10 days
Upon twenty year anniversary date	12 days

An employee's anniversary date of employment shall be used in determining his eligibility for vacation.

Section 8.1-2 – Incentivized Fitness Day. In addition to the vacation schedule listed in section 8.1, all line members regardless of years of service shall have the option to earn one (1) additional twenty-four (24) hour vacation day. The City and the Union both recognize the importance of fitness for the well-being of both the public and the members of the fire department. Both parties agree that each line member who participates and successfully passes the following criteria will be awarded an additional vacation day:

1. Working on Wellness (WOW) Points System – 100 points, January 1 through December 31.
2. Successfully pass an age adjusted, work related circuit, similar to what is commonly referred to as a CPAT, prior to May 1.
3. The Incentivized Fitness Day will be awarded on May 1 for the previous calendar year.
4. The Incentivized Fitness Day awarded must be used no later than April 30 of each year.

Section 8.2 – For each hour of vacation, an employee shall receive his regular hourly rate of pay.

Section 8.3 – The City, when given two weeks' notice, shall have an employee's vacation check ready for him at least on the last scheduled working day prior to his vacation. The employee will have one week's advance notice if the City cancels his vacation date. The City will exercise all reasonable effort to avoid canceling an employee's vacation and will only cancel such vacation where compelling operational requirements exist. If an employee's scheduled vacation is cancelled by the City, the employee will be reimbursed by the City for any monies lost due to cancelled reservations, tickets, rooms, etc., providing that the employee at the time of notification of cancellation, informs the Chief that the cancellation will result in such a loss and gives the Chief the opportunity to pursue an alternative to the cancellation.

Section 8.4 – The vacation period for each employee shall begin with his anniversary date. After the first year of employment, the City may allow an employee to take vacation on a calendar year basis before such vacation has actually been earned providing the employee executes such written authorization and guaranty as the City from

time to time designates, designed to assure that the employee or the employee's estate shall reimburse the City for any vacation taken before the employee's anniversary date. Unused vacation time can be carried over but must be used within 30 days of the anniversary date. Unused carried-over time will be lost after the 30 days.

Section 8.5 – Choice of vacation dates shall be granted whenever practical, but the operating requirements of the Fire Department, as reasonably determined by the Fire Chief, shall prevail. Where more fire fighters than can be spared request a particular period, preference will be given in order of seniority provided the request (for the next twelve (12) months, or until the last day of February the following year) is made prior to March 1st of each year. Requests for time off, (for the period March 1st until the last day of February the following year) made on or after March 1st of each year shall be approved on a first-come basis. Scheduled vacation shall not be canceled because of other employee absence due to illness. Each year, each employee may take forty-eight (48) hours of vacation in any combination of eight (8) or twelve (12) hour increments. Requests for any vacation shall be made 48 hours in advance, except in the case of an emergency, and shall not be cancelled without 48 hours advance notice. Requests for less than a full day of vacation shall be made 48 hours in advance, except in the case of an emergency and shall not be cancelled without 48 hours advance notice. Employees who are off duty on City business will not prohibit other employees from scheduling time off as allowed with a full shift.

Vacation time unused while an employee was off work due to an on the job injury must be used within one hundred eighty (180) days of the employee's return to full duty.

Section 8.6 Any employee who is laid off, discharged, retired or separated from the service of the City for any reason, prior to taking his vacation, shall be compensated

in cash for the unused vacation, if any, he has accumulated at the time of separation and shall reimburse the City for any vacation taken, but not yet earned.

Section 8.7 Employees may have the ability to have two fire fighters post vacation off per shift. Where there is a scheduled “FLSA day”, only one vacation day may be posted. Sick time and personal time shall not affect the posting.

ARTICLE VIX Leaves

Section 9.1 – Sick Leave. Employees shall earn paid sick leave which shall accrue at the rate of fourteen (14) hours for each completed month of service. Unused sick leave may be accumulated up to a maximum of thirteen hundred forty-four (1,344) hours.

Section 9.2 Sick leave will be paid at the employee's regular hourly rate.

Section 9.3 Sick leave shall be allowed only in case of necessity and actual sickness or disability of the employee or the employee's immediate family residing in the same household as the employee. In the case of sickness of children, sick leave may be used by the employee regardless of where the child resides. Where both an employee and his or her spouse could attend to another family member, sick leave benefits will be paid only where the employee is able to demonstrate to the satisfaction of the Chief that circumstances preclude the employee's spouse from remaining at home while the employee is scheduled for work. The mere fact that the spouse/ex-spouse will not be paid while staying home, standing alone, is not sufficient.

Bereavement Leave – Sick leave of one (1) duty day for employees working a twenty-four (24) hour schedule may be utilized to make arrangements for and/or to attend the funeral of a member of his/her immediate family, provided the employee gives as much advance notice as possible to the immediate supervisor. “Immediate family” shall

include the employee's father, mother, father-in-law, mother-in-law, spouse, natural or adoptive child, brother, sister, grandparent, spouse's grandparent, grandchild, step-child, step-parent, brother-in-law or sister-in-law. "Brother-in-law" shall mean sister's husband or wife's brother. "Sister-in-law" shall mean brother's wife or husband's sister. An employee who has no sick leave available shall be entitled to one day of bereavement leave in the event of death in the immediate family.

Section 9.4 In the event than an eligible employee is denied the right to use accumulated paid sick leave or if the accumulated paid sick leave available under this Article to an employee is for less than a twelve (12) week period, the additional days of leave necessary to attain twelve (12) weeks of leave per twelve (12) month period for the birth or adoption of a son or daughter, when the employee is needed to care for a child, spouse or parent who has a serious health condition or when the employee is unable to perform the functions of his or her position because of a serious health condition shall be provided without compensation; provided, the accumulated paid sick leave available under this Article must first be exhausted. An eligible employee shall be defined to be an employee with at least one (1) year of creditable service and then has worked at least twelve hundred fifty (1,250) hours during the twelve (12) month period preceding the commencement of the leave period.

The Chief may require medical certification to support a claim for leave under this section. In his discretion, the Chief may require additional medical opinions and periodic recertifications. In either case, if the additional required opinions or recertifications result in additional cost, that cost will be borne by the City. When the need for leave is foreseeable, an employee must provide reasonable notice prior to the leave. In cases of

illness, the employee shall report periodically on leave status and intention to return to work.

For purposes of this section only, an employee who is granted an approved leave of absence shall continue to receive group insurance benefits for up to twelve (12) weeks at the level and under the conditions that the coverage would be provided if the employee had continued work and had not taken leave. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the employee must reimburse the employer for the cost of any payments made to maintain the employee's coverage.

Section 9.5 An employee who is self-employed or works for another employer while on sick leave may be subject to disciplinary action.

Section 9.6 When an employee terminates his employment with the Fire Department all sick leave credits shall be cancelled, except in cases of retirement or death.

Section 9.7 A certificate from a reputable physician may be required as evidence of illness before compensation for a period of illness is allowed provided said illness exceeds two (2) consecutive work days or the employee has been absent by reason of illness for more than three whole days during any six month period of time.

Section 9.8 Upon retirement, an employee may use his accumulated sick days up to a maximum of nine hundred sixty (960) hours to retire early or work until retirement date and receive payment for unused accumulated sick leave up to a maximum of nine hundred sixty (960) hours. An employee who had accumulated more than nine hundred sixty (960) hours as of May 1, 2006 shall also receive compensation upon retirement for accumulated days in excess of nine hundred sixty (960) hours at the time of retirement

not to exceed the number of unused accumulated sick leave days the employee had as of May 1, 2006 in excess of nine hundred sixty (960) hours or thirteen hundred forty-four (1,344) additional hours, whichever is less. Payment for four hundred eighty (480) hours shall be made in a lump sum at the time of retirement. Payment for any remaining hours due hereunder shall be made in three equal annual installments, without any interest, commencing one year following the effective date of retirement. The estate of an employee who dies during active employment shall receive a lump sum payment for unused accumulated sick leave up to the amount that would have been recognized had the employee not died prior to retirement.

Section 9.9 An employee who on April 30th of any calendar year has a total accumulated unused sick leave of thirteen hundred forty-four (1,344) or more hours will receive three (3) additional vacation days during the twelve (12) month period following that May 1. Notwithstanding the foregoing, once an employee has accumulated thirteen hundred forty-four (1,344) hours of sick leave, in order to qualify for the three (3) duties days vacation, the employee must not use more than seventy-two (72) hours of sick time during the preceding year, plus twenty-four (24) hours of sick time taken by reason of death as authorized by §9.3 and up to thirty-two (32) hours of sick time for personal reasons as authorized by §9.10. In addition, up to seventy-two (72) hours of sick time above thirteen hundred forty-four (1,344) total sick time hours may be sold back to the City at seventy-five percent (75%) of the employee's hourly rate, on April 30th.

Section 9.10 Each employee will be allowed to utilize thirty-two (32) hours of available sick leave each year for personal reasons. Said time may be taken in two hour increments and may be combined with other time off on days of the employee's choosing. No personal time can be taken on any holiday.

Section 9.11 Military leave shall be granted in accordance with the City's Personnel Policy Manual.

Section 9.12 Designated representatives of the Union may at the discretion of the Chief be afforded time to conduct tasks and participate in events that benefit the City and the larger community and enhance the image of the Department.

**ARTICLE X
Seniority**

Section 10.1 – Definition. Seniority is an employee's length of continuous service with the Fire Department, dating from his last date of hire.

**ARTICLE XI
Wages**

Section 11.1 – Salary Schedule.

A. The salary for fire fighters shall be as follows:

Probationary for duration of Agreement

1st Yr of Employment	2nd Yr of Employment	3rd Yr of Employment	4th Yr of Employment	5th Yr of Employment	6th Yr of Employment	7th Yr of Employment
\$42,456	\$44,556	\$51,042	\$57,629	\$64,215	\$70,801	FULL BASE

Notwithstanding the foregoing, any fire fighter hired prior to May 1, 2016, will be paid at full base.

Fire Fighter

2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
\$80,119	\$81,521	\$82,948	\$84,607	\$86,510

Fire Lieutenant

2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
\$86,045	\$87,550	\$89,083	\$90,864	\$92,909

A fire fighter who works in a lieutenant's vacancy or a lieutenant who works in an assistant chief's vacancy shall be paid at the applicable hourly rate for each and every hour worked in that capacity.

B. The salary for civilian hired medics shall be as follows:

Medics

2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
\$74,725	\$76,033	\$77,364	\$78,911	\$80,686

C. Any fire fighter hired after May 1, 2019 who at the time of hire possesses a valid IDPH Paramedic license shall be paid an annual salary equal to the 3rd year of employment on the salary schedule after successful completion of a one (1) year probationary period. The member will receive this 3rd year salary for two (2) years and continue up to step 4 in their fourth year.

Section 11.2 – Longevity Allowance.

There shall also be added to the base salary of all full time employees hired prior to May 1, 2019, a longevity allowance of two percent (2%) for each three (3) years of service from date of appointment, said allowance not to exceed a ten percent (10%) maximum. There shall be added to the base salary of all full time employees hired after May 1, 2019, a longevity allowance of two percent (2%) for each three (3) years of service occurring subsequent to the third anniversary date of their hire, said allowance not to exceed a ten percent (10%) maximum. Such longevity allowances shall be calculated to encompass all actual time of continuous, uninterrupted service to the Department. Should an employee be laid off, time spent in a laid off status will not count for purposes of longevity, but should the employee then be recalled, the lay off will not be deemed an interruption of service for purposes of this section.

Section 11.3 In order to encourage employee to meet the needs and obligations of their positions, the base monthly salary of an employee who has received or receives an Associate's Degree or a Bachelor's Degree will be increased, as provided below, subject to the succeeding provisions hereof.

A. The educational allowance for an Associate's Degree in either fire science or paramedic training shall be Twenty Dollars (\$20.00) per month. Employees receiving the stipend as of April 30, 2002 shall continue to receive the stipend regardless of the nature of the degree.

B. The educational allowance for a Bachelor's Degree in fire science, a medical-related field or public administration shall be Thirty-five Dollars (\$35.00) per month, which shall include any educational allowance under subparagraph A above. Employees receiving the stipend as of April 30, 2002 shall continue to receive the stipend regardless of the nature of the degree. Employees may only receive a stipend for the highest educational level.

C. An educational allowance under this Section 11.3 shall be effective the first day of the month following receipt by the City of satisfactory evidence that the employee has complied with all eligibility provisions of this Section 11.3.

D. An employee shall be eligible for an educational allowance under this Section 11.3 provided that the Fire Chief approves in writing for that individual employee, taking into account budget constraints, the educational institution attended or to be attended together with the courses and program, the completion of which results in either an Associate's Degree or a Bachelor's Degree.

E. The City shall reimburse an employee approved pursuant to ¶¶D above for tuition costs, fees and book expenses at a rate equivalent to 80% of the

hourly tuition rate for Western Illinois University or the actual tuition cost, whichever is less, provided said employee achieves a grade of "C" or better for the course. This shall not prohibit a fire fighter's choice of an approved educational institution.

F. The City further agrees to compensate at the appropriate rate its employees who, on off-duty time, are required by the City or certification authority to EMT certification authority to attend classes, tape reviews and conferences.

G. Employees who attend non-degree classes while off duty shall have registration and/or fees reimbursed after presenting appropriate documents of attendance or certificates of completion, providing the employee's attendance was approved by the Fire Chief.

H. While an educational allowance paid under this Section 11.3 shall be added to the receiving employee's base monthly salary, it shall be disregarded in computing any longevity allowance for that fire fighter.

ARTICLE XII Insurance

Section 12.1 – Insurance Coverage. The City shall furnish group health insurance for employees and their dependents. There shall be a cap on the City's contribution toward insurance premium paid for each employee. The monthly cap shall be as follows:

	PPO Plan	HDHP Plan
Single	\$ 579.13	\$ 549.13
Employee + Children	\$ 994.49	\$ 949.49
Employee + Spouse	\$1,118.24	\$1,068.24
Family	\$1,695.88	\$1,620.88

In addition, any increase in premium cost shall be shared equally by the City and the employee.

Pursuant to Resolution No. 0001-05, the City established the Insurance Committee with representation from all the bargaining units and employee groups. Pursuant to a Memorandum of Understanding entered between the City and Union representatives on May 1, 2000, the parties further agreed to the establishment of the Insurance Committee. The Insurance Committee shall continue to monitor and provide oversight over the City's group health insurance in compliance with Resolution No. 0001-05 and the Memorandum of Understanding for the duration of this Agreement. Accordingly, the Insurance Committee shall continue to review benefit and employee contribution levels, recommending adjustments to benefit and employee contribution levels in an effort to maximize coverage within financial constraints. No reduction in the level of benefits provided by the City's group health insurance shall be made without the consent of the Insurance Committee as discussed above.

The widow of an employee killed in the line of duty shall have insurance benefits continued for herself, and any eligible dependents who are covered, as set forth in the Public Safety Benefits Act (820 ILCS 320/10) at no cost to the widow until that person remarries, with full-time student dependent coverage to age 24. Retired employees last hired by the City prior to May 1, 1993 shall be covered by the group health insurance, contributing the same toward premium cost as active employees, except that such qualifying retired employees 60 years of age or older or who are totally disabled shall not be required to make any contribution toward said group health insurance coverage.

Retired employees last hired by the City subsequent to April 30, 1993 may elect coverage under the group health insurance subject to the following conditions and limitations:

1. In the event that national health care is implemented or the State of Illinois implements health care for its citizens, to the extent that the retired employees would receive coverage but for the existence of the benefit set forth here, this provision shall not be effective and shall not operate to deny such national or state coverage to the retired employees or to impose a burden on the City.

2. In the event the retired employee accepts employment with an employer who provides employees with health insurance benefits, the retired employee must enroll for such coverage if eligible. If the retired employee elects to continue to participate in the City's plan, coverage under the City's plan shall be secondary and the coverage under the plan offered by the retired employee's new employer shall be primary. A retired employee who has elected not to continue to participate in the City's plan by reason of having obtained coverage through a new employer, may upon separation from such employer for any reason, once again participate in the City's group health insurance plan subject to the plans, conditions, limitations and restrictions, including any that may apply to pre-existing conditions.

3. The retired employee must contribute toward the premium cost the same amount contributed by active employees of the City, regardless of the retired employee's age.

Notwithstanding any other provision herein, if during the term of this Agreement, insurance benefits for other City employees, excluding department heads hired subsequent to May 1, 1990 and including all bargaining unit employees, are modified, employees covered by this Agreement shall receive at least the same insurance benefits, at the same premium and deductible levels, as the most favorable insurance benefits

afforded to any such City employees. Appendix A sets forth the insurance coverages in place at the time when this Agreement was executed.

ARTICLE XIII
No Strike, No Lockout

A. During the term of this Agreement, neither the Union nor any employee will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work or any other intentional interruptions of the operations of the Fire Department, regardless of the reason for so doing. Any or all employee who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City pursuant to the Rules and Regulations of the Fire and Police Commission and state statutes applicable thereto.

B. During the term of this Agreement, neither the City nor its agents for any reason shall authorize, institute, promote, sponsor, engage in, or condone in any way any lockout of employees covered by this Agreement.

C. In the event that the City proposes to subcontract out the duties currently provided and performed by bargaining unit employees including fire suppression, prevention or EMS treatment and transport duties, the City shall notify the Union and upon written request to bargain, shall negotiate as to such proposal(s) for a period of at least 60 days. If the parties fail to reach an agreement within such period or any extra time prior which they have mutually agreed on, either party may invoke interest arbitration and any disputes as to the City's or Union's proposals that constitutes a mandatory subject of bargaining shall be resolved in accordance with the procedures of the IPLRA, except that the impartial arbitrator shall be selected in accordance with the procedures of Article XIII (13.1, Step 4).

This provision shall not be interpreted as precluding the City from utilizing consultants such as the current practice of having some commercial building plans reviewed by a private agency. Nor shall this provision survive the expiration of the collective bargaining agreement, that is, it shall have no effect whatsoever after the expiration date herein.

ARTICLE XIV Grievance Procedure

Section 14.1 – Definition and Procedure. For the purposes of this Agreement, the term "grievance" means any dispute or difference of opinion between the City and any employee covered by the Agreement involving the meaning, interpretation or application of the specific provisions of this Agreement. The sole and exclusive meaning for handling and processing grievances shall be as follows:

- Step 1: Any employee who believes he has a grievance shall present it to his Assistant Chief who shall give his answer within five (5) business days after such presentation.

- Step 2: If the grievance is not settled in Step 1 and the Union desires to appeal, the specific nature of the grievance, including the provisions of the Agreement involved, shall be referred in writing by the Union to the Deputy Fire Chief within five (5) business days after the Assistant Chief's answer in Step 1. The Deputy Fire Chief or his representative, shall discuss the grievance within five (5) business days with the Union Steward and/or the Union representative at a time designated by the City.

- Step 3: If the grievance is not settled in Step 2 and the Union desires to appeal, the specific nature of the grievance, including the provisions of the Agreement involved, shall be referred in writing by the Union to the Fire Chief within five (5) business days after the Assistant Chief's answer in Step 2. The Fire Chief or his representative, shall discuss the grievance within five (5) business days with the Union Steward and/or the Union representative at a time designated by the City. If no settlement is reached, the Fire Chief, or his representative, shall give the City's written answer to the Union within five (5) business days following their meeting.

Step 4: If the grievance is not settled in Step 3, and the Union desires to appeal, the grievance shall be referred, in writing, to the Commissioner with executive responsibility for the Fire Department, or his representative, within five (5) business days after the Chief's answer in Step 3. The Commissioner, or his representative shall discuss the grievance within five (5) days with the Union Steward or the Union Representative at a time designated by the City. If no settlement is reached, the Commissioner, or his representative, shall give the City's written answer to the Union within five (5) business days following their meeting.

Step 5: If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 4. The parties shall attempt to agree upon an arbitrator within seven (7) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within the said seven (7) business day period, the parties shall immediately jointly request the State Labor Relations Board or Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party losing a coin toss shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place, subject to the availability of the City and Union representation.

Section 14.2 – Authority of Arbitrator. The arbitrator shall have no right to amend, nullify, ignore, add or subtract from the provisions of this Agreement, except that an Arbitrator shall not be bound by any provision which is found to be unlawful or unenforceable pursuant to Article XXI. He shall consider and decide only the specific issue submitted to him in writing by the City and the Union and shall have no authority to make an award on any other issue not so submitted to him. The arbitrator shall submit in writing his award within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later. The award shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The award shall be binding on the parties.

Section 14.3 – Expenses. The fee and expense of the arbitrator shall be divided equally between the City and the Union, provided, however, that each party shall be responsible for compensating its own representatives or witnesses.

Section 14.4 – Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within fourteen (14) calendar days after the grievant becomes aware of the occurrence of the event giving rise to the grievance.

Section 14.5 – Investigation and Discussion. All grievance discussions and investigation shall take place in a manner which does not interfere with the operation of the Fire Department. The City representatives shall attempt to schedule grievance meetings so as not to conflict with the duty schedule of the Union representative.

ARTICLE XV General Provisions

Section 15.1 – Statutes and Ordinances. The City shall have copies of all current State and City Ordinances and Statutes which pertain to the Fire Department available to employees at all times.

ARTICLE XVI Residential Requirement

As a condition of employment, all employees shall live within 20 miles of the City limits.

ARTICLE XVII Time Trading

Section 17.1 An employee who wishes to trade time up to twenty-four (24) hours may do so with the approval of his duty chief. Request for time trades of more than twenty-four (24) hours must be approved by the Fire Chief, and must be requested

seventy-two (72) hours in advance, except in emergencies. Time trading shall be arranged in such a way that the normal operation of the Fire Department will not be impaired by the absence of an employee who is off duty because of a time trade. A replacement must be familiar with and capable of assuming the full duties of the employee he replaces. Employees shall exercise discretion in the use of traded time. Trade time does not affect payroll and overtime, unless the schedule requires it.

ARTICLE XVIII Safety

While the parties recognize that there are certain inherent dangers in the work performed by employees in the fire service it cannot be totally prevented, each party pledges its best efforts to establish and promote safe working conditions. The City shall take all reasonable steps for the protection and safety of bargaining unit employees during their hours or work in the performance of their duties. The employee shall follow all reasonable safety rules established by the employer consistent with the terms of this Agreement. The parties further agree to establish an accident and safety committee jointly, to promote safety and collect data within the Fire Department.

ARTICLE XIX Manpower

Section 19.1 – Shift Shortages. Shifts shall not be operated to the detriment of the safety of the fire personnel and the effectiveness of the fire department. A normal shift shall consist of two (2) full-time fire fighters per machine, to include, but not limited to, all front line engine companies, truck companies, and ambulances (except for Paramedic #1 and #3, one of which would be staffed with a civilian paramedic and a full-time fire fighter on shifts that continue to have a civilian paramedic on their permanent shift roster, or

when an aerial ladder is stationed at a house as well as an engine). On any shift that does not have a civilian paramedic on their permanent shift roster, Paramedic #1 and #3 shall be staffed with two (2) full-time fire fighters, one (1) of which shall be a current system certified paramedic; but excluding Battalion #1. It is further agreed that as additional fire apparatus and/or ambulances are brought to front line, personnel would not be moved from engine or truck companies to provide the personnel to staff these vehicles, except that the City may add an additional jump crew (in conjunction with an ambulance) at such time as it has filled all of the positions which are authorized at the time of execution of this Agreement. All shift shortages shall be filled at the discretion of the Fire Chief. The Fire Chief may reassign the six (6) junior fire fighters from shift to shift in order to meet the requirements of this section, or to ensure a third ambulance is staffed with two (2) fire fighters. This can only be done if the shift floating from retains a third ambulance in service. Under no circumstance shall a fire fighter be required to work two (2) consecutive shifts, or be moved to another shift for less than a full shift, or be moved to cover less than eight (8) hours. If any number of the junior six fire fighters are unavailable due to vacation, sick time, duty injury, floating, or inability to contact, the City has the right to move up to the next fire fighter in seniority on that shift. If that fire fighter is unavailable the City may not move up the seniority list and the shift shortage will be filled out by overtime work in accordance with Article IV, Section 4.3 of this Agreement. For the purposes of this Agreement, a fire fighter is unavailable due to vacation, sick time, personal time or duty injury. Minimum staffing shall be eleven (11) employees.

Section 19.2 Notwithstanding the preceding section, in the event that the manpower shall for any reason fall below the minimum manpower strength, as provided for in Section 1 of this Article, such shortage will be filled out by overtime work in

accordance with Article IV, Section 4.3. If no member of the bargaining unit is available to fill the shortage on this primary unit, it may be filled in accordance with Section 19.3(5) of this Article.

Section 19.3 The Assistant Fire Chiefs' time off will be covered by one of the assistant fire chiefs, with the following exceptions:

1. When the Assistant Fire Chief is either the only person off or one of only two personnel off the shift, then a Lieutenant will move up to an Acting Assistant Fire Chief position to cover that period of time.

2. When an assistant fire chief is off a 24-hour shift and the bargaining unit staffing is at the minimum level, the period of time will be first offered to the other two assistant fire chiefs. If neither of them accepts the overtime, then the bargaining unit personnel will be offered the overtime period. If none of them accepts the overtime period, then one of the assistant fire chiefs will be required to cover the overtime period, unless the time off requested has been posted for at least 48 hours, in which case a member of the bargaining unit will fill the vacancy. No member of the bargaining unit shall be forced to work a holiday or a shift less than 24 hours.

3. When either the Fire Chief or one of the Assistant Fire Chiefs is off for an extended period of time, for either sickness or injury, a Lieutenant shall be given a temporary appointment to the rank of Assistant Fire Chief. When a Lieutenant is off for an extended period of time, for either sickness or injury, a fire fighter shall be given a temporary appointment to the rank of Lieutenant. In either case, any resulting staffing shortage shall be covered by the bargaining units' overtime procedures set forth in Article IV. An 'extended period of time' is defined for purposes of this section as more than 30 days.

4. The City shall not use any person who has not qualified for appointment under 65 ILCS 10-2.1-4/10-1-14 as a temporary or permanent substitute for classified full time members of the bargaining unit. This section shall not be interpreted as precluding the City from supplementing its force in any manner not inconsistent with the said statute.

In addition, members of East Peoria Firefighters Local 1498 will be the sole ALS providers and the sole Ambulance service within the corporate limits of the city of East Peoria. This also includes unincorporated areas of the city that the East Peoria Fire Department services. This does not limit the city's ability to request mutual aid when East Peoria Fire Department is unavailable.

(5) If no bargaining unit member or assistant chief is available, the city may need to staff secondary equipment with either, and, or the fire chief, deputy chiefs, or assistant chiefs. Once a bargaining unit member or assistant chief become available, they will be assigned to the secondary equipment in lieu of the fire chief, deputy chief, or assistant chief. In the unlikely event that Battalion 1 cannot be staffed following current staffing language the Fire Chief or Deputy Chiefs may staff Battalion 1. Under no circumstances, will this happen without first going through "normal" staffing procedures.

Section 19.4 The Chief shall determine which fire station a fire fighter is assigned to, but except for probationary fire fighters and reasonable operational concerns, he shall accommodate the desires of the fire fighters, giving preference to seniority. In no event, however, shall a fire fighter be assigned to a station for more than eighteen (18) consecutive months if another fire fighter with less seniority wants that assignment. If no other fire fighter wants the assignment, a fire fighter may remain at a station more than eighteen (18) months unless the Chief finds a reassignment necessary. All fire fighters will put in their shift request for the period from May to November by April 1 and for

November to May by October 1 of each year. This section shall not be interpreted as allowing fire fighters to choose shifts as opposed to stations. In addition, if a fire fighter has eighteen (18) months in a station, the fire fighter shall upon request be assigned to a different station.

Section 19.5 All fire fighters hired after May 1, 1995 shall endeavor to obtain prior to the completion of their probationary year certification as paramedics. In the event a probationary fire fighter, in spite of a best efforts attempt, is unable to obtain paramedic certification before the end of the second year of employment, the fire fighter shall, as an absolute condition of employment, obtain paramedic certification by the end of the third year of employment as a City fire fighter. Any fire fighter required by this section to obtain paramedic certification by the end of the third year of employment, shall thereafter, as an absolute condition of employment, maintain said certification. The Chief shall have the right to require fire fighters with paramedic certification to fill in for and perform the duties of medics. Fire fighters, however, shall not have a right in the event of a reduction in force to bump medics, regardless of seniority.

ARTICLE XX Complete Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. During the term of this Agreement the parties shall bargain collectively in the event of a change in the law governing the relationship between these parties which impacts upon the wages, benefits

and working conditions of covered bargaining unit employees or as otherwise required by Section 1604 and Section 1607 of the Illinois Public Labor Relations Act.

**ARTICLE XXI
Savings**

If any provision of this Agreement is subsequently declared by the proper legislation or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE XXII
Termination**

This Agreement shall be for a five (5) year term beginning May 1, 2019 and terminating on April 30, 2024, unless extended by mutual agreement. Written notice of a desire by either party to open negotiations for a new fiscal year shall be made at least ninety (90) days before April 30, 2024, but no earlier than December 15, 2023.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2019.

CITY OF EAST PEORIA, ILLINOIS

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 1498

By _____
Its Mayor

By _____
Its President

ATTEST:

ATTEST:

Its City Clerk

Its Secretary

APPENDIX A INSURANCE

The following benefits are subject to the terms and conditions of the policy including the coordination of benefits with those benefits provided by other group plans and future applicable hospital-surgical legislation covering the fire fighter or his dependents.

Life & AD&D	
Employee	\$25,000
Additional award if killed in the line of duty	\$25,000
Spouse	\$5,000
Child	\$5,000
Medical Benefits (PPO Plan)	
Deductible	
Single	\$0
Family	\$0
Benefit Payments	
Preferred Provider	80%
Non-Preferred Provider	50%
Out-of pocket Limit (Preferred Provider)	
Single	\$3,750
Family	\$7,500
Additional Benefits (Preferred Provider)	
Diagnostic X-Ray and Lab	80%
MRI's, PET and CT Scans	80% after \$250 copayment with a maximum copayment of \$500 per calendar year per indiv.
Physician Office Visit	100% after \$40 copayment; \$60 copayment for specialist
Dental Benefits	
Deductible	
Single	\$100
Family	\$300
Benefit Payments	
	100% of preventative services; 80% of covered expenses after deductible for basic services, 50% for major services, after deductible
Maximum Calendar Year Dental Benefit	\$1,500
Vision Benefits	As prescribed in the plan

Prescription Drug Copayment	
Generic	\$5.00
Brand (No Generic Available)	\$30.00 + 25% (up to maximum of \$75 per prescription)
Brand (Generic Available)	\$50.00 + 100% of cost difference between generic and brand
See plan description for detail.	
Medical Benefits (HDHP with HSA)	
Deductible	
Single	\$2,500
Family	\$5,000
Benefit Payments	
Preferred Provider	90%
Non-Preferred Provider	50%
Out-of pocket Limit (Preferred Provider)	
Single	\$2,500
Family	\$5,000
Additional Benefits (Preferred Provider)	
Diagnostic X-Ray and Lab	90%
MRI's, PET and CT Scans	90%
Physician Office Visit	90%
Dental Benefits	
Deductible	
Single	\$100
Family	\$300
Benefit Payments	100% of preventative services; 80% of covered expenses after deductible for basic services, 50% for major services, after deductible
Maximum Calendar Year Dental Benefit	\$1,500
Vision Benefits	As prescribed in the plan
Prescription Drug Copayment	
Generic	90% after deductible
Brand (No Generic Available)	90% after deductible
Brand (Generic Available)	90% after deductible

See plan description for detail.

**APPENDIX B
LIEUTENANT RATING FACTORS AND WEIGHTS**

Section 6.4 of the Collective Bargaining Agreement indicates the following percent weight for each of the four (4) components as follows:

- | | |
|-------------------------|----|
| 1. Written Examinations | 60 |
| 2. Seniority | 10 |
| 3. Ascertained Merit | 10 |
| 4. Subjective component | 20 |
- (Examination for the Fire and Police Commission)

The Seniority component is to be broken down so that each year of seniority will be valued at 5% OR (.5 points). An individual with 20 years of seniority will earn 100% or 10 points, an individual with 10 years of seniority will earn 50% or 5 points, etc.

The Ascertained Merit component is to be broken down as follows:

- Illinois Office of the State Fire Marshal Certified Fire Officer I or Certified Company Officer (new 2019) = 50% or (5 pts)

OR

10% or 1 point for each completed class and state examination, that meets the certification requirements of the Illinois State Fire Marshal's Office certification program as listed below:

FIRE PREVENTION PRINCIPLES	10% or 1 point
MANAGEMENT I/LEADERSHIP I	10% or 1 point
MANAGEMENT II/LEADERSHIP II	10% or 1 point
TACTICS & STRATEGY I	10% or 1 point
FIRE SERVICE INSTRUCTOR I	10% or 1 point

OR

20% or 2 points for proof of Company Officer Phase 1 completion
20% or 2 points for proof of Company Officer Phase 2 completion
100% or 1 point for completion of the Company Officer Task Book

- Minimum of an Associate Degree in Fire Science = 30% or 3 points (Degree must be in the Fire Science, Fire Administration or other fire related field only; not to include EMS or other medical fields)
- Illinois Office of the State Fire Marshal Certified Fire Apparatus Engineer = 10% or 1 point.
- Illinois Office of the State Fire Marshal Advanced Fire Fighter Certification or (FF III) = 10% or 1 point.

If a candidate has achieved all of these requirements the candidate shall receive the maximum points of 10.

**LETTER OF UNDERSTANDING
RETURN TO WORK**

The City and the Union recognize the advantages of a program to advance the return to duty of employees who sustain injuries. This includes a program to identify open "light duty" positions with less physical demands to which employees who are recovering, but not yet capable of performance of the essential functions of their regular job's duties, may be assigned temporarily as a transition to their return to full, active duty. "Light duty" positions shall be in positions within the Fire Department where there is meaningful work to be performed which, although not an existing or open job, may provide a temporary assignment within the temporary medical limitations of a particular individual employee which that employee is in the judgment of the Chief capable of performing acceptably. For purposes of this policy, temporary assignments to open "light duty" positions, or to assignments created for a particular employee from available work, shall be limited to a period of 365 calendar days. No employee shall be placed on a light duty assignment unless the employee's or the City's physician have certified the employee is both capable of performing the temporary "light duty" job assignment, and is anticipated to be capable of returning to his or her regular, full-time job duties within the next 365 calendar days or the employee and the Chief agree that it is apparent that the employee can perform the temporary "light duty" job assignment and that there is therefore no reason to obtain medical certification. No employee whose injury was not sustained on the job shall be assigned to light duty until the employee has utilized at least ten sick leave days. If they both agree, the President of the Union and the Chief may waive all time limits set forth in this section.

An employee assigned to light duty shall work a forty hour week, Monday through Friday, normally from 7:30 AM to 4:30 PM with one hour for lunch. The employee may, without loss of sick leave, be excused for up to two hours per week for therapy or treatment. An employee who sustained an on the job injury shall not be charged sick leave for attending recommended therapy or treatment in excess of two hours per week. The employee shall continue to accrue all benefits while assigned to light duty, shall receive holidays recognized under this contract off, and may consistent with this Agreement and Department policy take vacation. An employee assigned to light duty taking a vacation day shall be charged only eight hours vacation. An employee, however, assigned to light duty shall not receive FLSA ("Kelly") days.

Dated this _____ day of _____, 20____.

For the Employer

For the International Association of Fire
Fighters Local No. 1498

**ADDENDUM
LETTER OF UNDERSTANDING
RETURN TO WORK**

1. Hardship request for altered hours of work

An employee assigned to light duty shall work a forty-hour week, Monday through Friday, normally from 7:30 AM to 4:30 PM with one hour for lunch. If, however, a fire fighter assigned to light duty believes the work week will create an undue personal or financial hardship on the fire fighter or the fire fighter's family, a written request for altered hours of work and hardship will be made by the fire fighter and submitted to the Fire Chief and Fire Commissioner for consideration. The decision as to the hours of the work week will be made prior to beginning the return to duty assignment. Said decision shall be at the sole discretion of the Chief and the Fire Commissioner.

2. Recovery and daily fitness and stretching

A reasonable amount of time to recover will be allowed after any physical rehabilitation. In addition to any scheduled physical rehabilitation at the proper facilities, persons on light duty will be given additional daily opportunity to stretch and perform physical exercise.

3. Fit for Duty, prescribed medication procedure

Fire fighters recovering from an injury who are taking prescribed medication that contains an intoxicant will not be required to perform light duty unless the City obtains from a physician of its choosing a statement indicating the fire fighter is able to perform the light duty while taking such medication and listing any precautions or safety restrictions that may be advisable for the safety of the employee, other fire fighters or the public.

Dated this _____ day of _____, 20____.

For the Employer

For the International Association of Fire
Fighters Local No. 1498

**LETTER OF UNDERSTANDING
Pilot Community Paramedic Program**

With the objective of improving the health and safety of the community, the City of East Peoria and the East Peoria Fire Fighters Local No. 1498 agree to establish a pilot Community Paramedic Program, also known as Mobile Integrated Healthcare.

The parties agree that during the pilot program this care shall be provided by a member or members of the East Peoria Fire Department. Currently, the City and at least one local hospital have entered into a one year pilot program to care for targeted citizens. It is anticipated that the other local hospitals will also establish a pilot program or become part of the current program.

Additionally, the parties agree that this pilot program has many unknowns and that it will impact the current operations of the Fire Department. Given the unknowns, this program must remain fluid while in its infancy stages. The parties agree that after the pilot program has ended any resulting changes in working conditions shall be subject to bargaining. The parties also agree that at such time as the department is administering care to twenty (20) or more referred patients working conditions shall be deemed to have changed and the program's impact shall be subject to bargaining

Dated this ____ day of _____, 20__.

For the Employer

For the International Association of Fire
Fighters Local No. 1498

