AGREEMENT

between

CITY OF DIXON, ILLINOIS

and

DIXON FIRE FIGHTERS ASSOCIATION

LOCAL 1943

May 1, 2012, to April 30, 2013

ARTICLE I – PREAMBLE

ARTICLE II – RECOGNITION

ARTICLE III – NO DISCRIMINATION
Section 3.1 Non-Discrimination
Section 3.2 Duty of Fair Representation

ARTICLE IV – MANAGEMENT RIGHTS
Section 4.1 Management Rights
Section 4.2 Rules and Regulations

ARTICLE V – UNION SECURITY
Section 5.1 Due Deductions
Section 5.2 Fair Share Fee Deduction
Section 5.3 Involuntary Deduction
Section 5.4 Objections on Religious Grounds
Section 5.5 Objections on Other Grounds
Section 5.6 Indemnification

ARTICLE VI – HOURS OF WORK
Section 6.1 Regular Hours of Work
Section 6.2 Overtime Hours
Section 6.3 Compensatory Hours
Section 6.4 Kelly Days
Section 6.6 Flex Time

ARTICLE VII SICK LEAVE
Section 7.1 Sick Leave Covered by Workers Compensation
Section 7.2 Sick Leave Other than Workers Compensation
Section 7.3 Sick Leave for Probationary Employees
Section 7.4 Exhaustion of Sick Leave
Section 7.5 Notification
Section 7.6 Sick Leave Payment
Section 7.7 Good Attendance Incentives
Section 7.8 Family Sick Leave

ARTICLE VII LEAVE OF ABSENCE
Section 8.1 Eligibility Requirements
Section 8.2 Application for leave
Section 8.3 Reasonable Purpose
Section 8.4 Funeral/Bereavement Leave
Section 8.5 Civic Duty
Section 8.6 Military Leave
Section 8.7 Pregnancy Leave
Section 8.8 Personal Time Off

ARTICLE IX VACATIONS
Section 9.1 Vacation Leave
Section 9.2 Vacation Pay
Section 9.3 Scheduling Vacation Leave
Section 9.4 Work During Vacation Period
Section 9.5 Separation from Service

ARTICLE X WAGES AND RATE OF PAY
Section 10.1 Wage Schedule
Section 10.2 Lieutenant Differential
Section 10.3 Captain Differential
Section 10.4 New Hires
Section 10.5 Straight Time Hourly Rate
Section 10.6 Holiday Pay
Section 10.7 Overtime Rate
Section 10.8 Call Time
Section 10.9 Educational Reimbursement
Section 10.10 Educational Pay
Section 10.11 Paramedic Pay
Section 10.12 Court Time

ARTICLE XI SENIORITY
Section 11.1 Definition
Section 11.2 Seniority List
Section 11.3 Breaks in Continuous Service
Section 11.4 Probation Period
Section 11.5 Lay-off and re-call

ARTICLE XII PROMOTIONS
Section 12.1 General
Section 12.2 Eligibility
Section 12.3 Weights and Points

ARTICLE XIII GRIEVANCE AND ARBITRATION
Section 13.1 Definition
Section 13.2 Procedure, Steps and Time Limits
Section 13.3 Arbitration
Section 13.4 Authority of the Arbitrator
Section 13.5 Expenses of Arbitrator
Section 13.6 Processing Time
Section 13.7 Processing Grievances

ARTICLE XIV HEALTH INSURANCE and DEATH BENEFITS
Section 14.1 Plan Options
Section 14.2 Sharing of Insurance Premium Cost
Section 14.3 HSA Option
Section 14.4 Other Health Insurance Benefits
Section 14.5 Line of Duty Death Insurance
Section 14.6 Funeral Contribution
Section 14.7 Physicals

ARTICLE XV PENSION PLAN
Section 15.1 Pension Pick Up
Section 15.2 Contribution Deductions

ARTICLE XVI UNIFORMS
Section 16.1 Duty Uniforms and Protective Clothing
Section 16.2 Uniform Maintenance

ARTICLE XVII PARAMEDICS
Section 17.1 Certification
Section 17.2 Paramedic Certification Test
Section 17.3 Performance

ARTICLE XVIII TRAINING
Section 18.1 Training Leave of Shift
Section 18.2 Authorized Travel Compensation
Section 18.3 EMS Training
Section 18.4 Other Training Compensation

ARTICLE XIX GENERAL PROVISIONS
Section 19.1 Union Bulletin Boards
Section 19.2 Merger
Section 19.3 Joint Safety Committee
Section 19.4 Union Activity
Section 19.5 Grievance Committee
Section 19.6 Definition of Departmental Duties
Section 19.7 Jurisdiction and No Infringement
Section 19.8 Residency
Section 19.9 Staffing

ARTICLE XX DISCIPLINE ANS DISCHARGE
Section 20.1 Discipline and Discharge
Section 20.2 Discipline Beyond a Written Reprimand
Section 20.3 Right to Representation
Section 20.4 Expiration of Disciplinary Records

ARTICLE XXI STRIKES AND LOCKOUTS
Section 21.1 Strikes

ARTICLE XXII SAVINGS CLAUSE

ARTICLE XXIII DURATION AND RENEGOTIATIONS
Section 23.1 Duration and Notice
Section 23.2 Negotiations
Section 23.3 Ratification

ARTICLE I

PREAMBLE

This Agreement entered into by the City of Dixon, Illinois, hereinafter referred to as the Employer, and, Dixon Fire Fighters Association Local 1943, hereinafter referred to as the Union.

Its purpose is the promotion of harmonious relations between the Employer 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.

ARTICLE II

RECOGNITION

The City agrees to recognize the Union as sole and exclusive representative on such matters relating to wages, hours and working conditions upon which it may lawfully bargain collectively for the classification of Firefighter. Further, the parties agree that the classification of Captain will be included in this contract. The matter of wages, rates of pay, hours of labor, and all other terms and conditions of employment for Captains are included herein as a result of bargaining; however, Captains shall be recognized by the parties as supervisors and outside of the purposes listed above, and shall have no rights under this Agreement. It is recognized that they represent the City as Supervisors and shall have no rights under this contract to enter a grievance against the City of their own behalf or on the behalf of others.

ARTICLE III

NO DISCRIMINATION

Section 3.1 Non-Discrimination

The parties to this Agreement do pledge and agree that there will be no discrimination against any employee, or prospective employee, by reason of his race, creed, color, gender or national origin; and that they will mutually work to give effect to the spirit and the letter of all obligations resting upon them as responsible participants in the community and nation, whether these obligations be ethical, moral or legal.

Section 3.2 Duty of 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 set forth in Section 10(b)(1) of the Illinois Public Labor Relations Act or a subsequent legal standard adopted by the courts or administrative agencies with jurisdiction over Illinois labor organizations.

ARTICLE IV

MANAGEMENT RIGHTS

Section 4.1 Management Rights

Except as limited by the terms and provisions of this agreement, and the authority granted by the applicable Illinois Statutes, the City retains all traditional rights to manage and direct the affairs of the City as authorized and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations, consistent with all rights and authority possessed by the City prior to the execution of this agreement. These rights and authority include, but are not limited to, the following:

To plan, direct, control and determine all the operations and services of the City; to determine the City's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of City affairs; to hire all employees and to establish the qualifications and standards for employment as authorized by law, to schedule and assign work; to promote as authorized by law, evaluate employees within the City; to establish work and productivity standards and, from time to time, to change those standards; to lay off or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies, to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change, relocate, modify or eliminate existing methods, equipment or facilities; and to determine whether services are to be provided by employees covered by this agreement.

It is specifically provided, however, that the exercise of any of the above rights shall not conflict in any way with any of the terms of this agreement or the duties established by the IPLRA.

Section 4.2 Rules and Regulations

The City shall have the right to make such reasonable rules and regulations as are necessary for the safe and efficient operation of the Fire Department and the morale of its members in the prosecution of its business.

These rules and regulations must be posted. Posting shall constitute notice to the employees of the rules. The reasonableness of any rule promulgated by the City is subject to adjudication through the grievance procedure.

There shall be no ex post facto implementation of rules; and further, they shall not be in effect until they have been posted for at least seventy-two (72) hours.

ARTICLE V

UNION SECURITY

Section 5.1 Dues Deduction

The Employer agrees to deduct the Union membership initiation fee and, once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the fifteenth (15th) of the succeeding month, or such other date as shall be mutually agreed upon.

The Union shall hold and save the City harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

Section 5.2 Fair Share Fee Deductions

Any employee who is not a member of the Union as outlined in ARTICLE I of this agreement shall 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 Firefighters and Firefighter/Paramedics 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 appointment, 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 used for political purposes.

The Union shall annually submit to the City a list of the employees covered by this agreement who are not members of the Union and an affidavit which specifies the amount of fair share fee to be deducted starting with the next pay check. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee shall be uniform for each employee subject to the obligation to pay fair share fee. The City shall take the fair share from the wages of those employees listed as non-members in the amount previously certified to the City by the Treasurer of the Union and forward such sums to the Union within seven (7) days of the deduction. The Union may change the fixed uniform dollar amount of the fair share fees once each year during the life of this Agreement. The Union will give the City thirty (30) days notice of any change in the amount of fair share fees to be deducted.

Section 5.3 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 employer by the Secretary Treasurer of the Union and forward such sums to the Union.

Section 5.4 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 bona fide 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 nonreligious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a nonreligious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

Section 5.5 Objections on Other Grounds.

Any nonmember 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.

Section 5.6 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 amount provided, that the Employer has not promoted or instigated such challenge.

In the event of any legal action against the Employer brought in a 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, and permits the Union intervention as a party if it so desires, and

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

ARTICLE VI

HOURS OF WORK

Section 6.1 Regular Hours of Work

A. The practice in effect regarding the hours of work, the scheduling of work, and all other matters relating to the work week and the work day shall be continued as they exist on the date of the execution of this Agreement, for the life of this Agreement, except by mutual agreement.

B. The regular work day and work week for employees shall be twenty four (24) consecutive hours of work beginning at 0700 followed by forty eight

(48) consecutive hours off.

Section 6.2 Overtime Hours

Employees ordered to work any hours on duty in addition to the regular hours, as defined in this Article, shall be considered overtime hours subject to the overtime rates as provided in this Agreement.

Section 6.3 Compensatory Time

Employees may "bank" compensatory time at a rate of one and one-half (1 1/2) times of the employee's overtime hours. Compensatory time accumulation will not exceed sixty (60) hours, however, an employee may maintain a balance of sixty (60) hours by depositing more compensatory hours in his/her accumulation bank. Hours can be utilized in increments of one (1) to twenty-four (24) hours, only when there are full shifts. Ten (10) hours of compensatory time may be carried over from April to May. Hours carried over into May, will be paid at the rate applicable when the compensatory time was earned.

Section 6.4 Kelly Days

A. Employees assigned to 24-hour shifts shall receive one 24-hour shift off without pay every 54 calendar days or 18 duty days reducing the normal workweek to an average of 52.88 hours. The Kelly Day shall include 12 hours from each 27-day work cycle. An employee will not be scheduled to work more than 204 hours in this 27-day work cycle.

B. Kelly Days may be traded between firefighters, provided such trades are between members of the same shift. Kelly Day trades shall not result in the payment of overtime.

C. Kelly Days will supersede vacation days and personal days. No employee from the same shift can schedule a vacation day or a personal day on a Kelly Day.

D. A Kelly Day that falls on a day that another employee, on the same shift, is absent; that employee may switch their Kelly Day to a different shift, with the approval of the Chief or his designee. No unforeseen overtime shall be incurred at the time the employee reschedules their Kelly Day

E. An employee that is away for training on their Kelly Day may switch their Kelly Day to a different shift, so long as no unforeseen overtime shall be incurred at the time the employee reschedules their Kelly Day.

Section 6.5 Holidays

The parties recognize the difficulties imposed upon the community and the Administration of the services rendered by the Fire Department by Holidays being taken as time off and paid for. Therefore, in lieu of this practice and in its stead, additional compensation shall be paid to each employee who qualifies in an amount equal to seven and one half percent (7 1/2%) of his gross annual earnings for the prior calendar year whether or not he/she works on the recognized holidays. Holiday pay shall be paid by check with the first payroll period ending after May 1. It is the intent of the parties that the compensation is "salary" for pension purposes as provided by Department of Insurance Regulations §4402.36(c).

Section 6.6 Flex Time

Flex Time is time off given to a firefighter, which is pre-approved by the fire chief. Flex Time can be issued for items such as non-mandatory training, seminars, or conferences. If a firefighter is moving to a different shift, the firefighter must have at least 48 hours off prior to starting his new shift. If however, the firefighter agrees to start a new shift earlier than 48 hours, 24 hours of Flex Time will be given to the firefighter. Flex Time can also be offered for any other department activities or functions where the Chief deems it necessary.

Flex Time will be given on an hour for hour basis.

Flex Time cannot supercede Vacation Days, Personal Days, Kelly Days, or Comp Time. There is no maximum amount of Flex Time that can be banked, however, it cannot be traded in for financial compensation. Flex Time can be taken in one-half (1/2) hour increments up to a maximum of 24 hours per shift.

ARTICLE VII

SICK LEAVE

Section 7.1 Sick Leave Covered by Workers Compensation

A non-probationary employee (an employee who has at least one (1) year of service with the Fire Department) who is injured in the line of duty and receives Worker's Compensation payments shall be entitled to receive his full salary for a period of up to four (4) months in any calendar year, except that he shall remit to the City whatever monies he shall receive under Worker's Compensation. In no

instance shall the employee receive a total pay for the period of disability in excess of his straight time earnings had he not been disabled.

Employees who sustain an on the job illness, injury or disability shall be granted leave in accordance with the Public Employees Disability Act and Worker's Compensation (*5 ILCS 345/ Public Employee Disability Act; 820 ILCS 305/ Workers' Compensation Act.*)

Section 7.2 Sick Leave Other Than Workers Compensation

A non-probationary employee who is ill or injured by reason of any cause other than one covered by Worker's Compensation, self-employment or employment by another employer shall be entitled to up to four (4) months full pay in any calendar year.

Section 7.3 Sick Leave for Probationary Employee

A probationary employee (an employee with less than one (1) year of service with the Fire Department) shall be entitled to pay proportion of four (4) months' full pay as his service is to one (l) year. In addition, whatever balance of the four (4) months period he does not receive at full pay, he shall receive at half (l/2) pay. For instance, an employee with six (6) months service shall be entitled to two (2) months at full pay and two (2) months at half (l/2) pay. This benefit is solely and exclusively to be applied to service connected illness or injury for which Worker's Compensation is paid. The employee will remit to the City whatever monies he receives by reason of payment from Worker's Compensation insurance carriers or others.

Section 7.4 Exhaustion of Sick Leave

If an employee exhausts the benefits provided hereunder, he must return to the active employment of the Fire Department for a period of not less than four (4) consecutive months before being eligible for further benefits hereunder, the calendar year provisions contained elsewhere in this Article notwithstanding.

Any employee who is required, by reason of personal incapacity, to be absent from work for a period in excess of any entitlement, he may have under this Article shall be governed by Article VIII, Leave of Absence.

Section 7.5 Notification

Any benefits received under this Article shall be contingent upon the employee

furnishing medical evidence in the form of a licensed medical physician stating in detail the nature of the employee's illness or injury, its extent, probable duration, and that it is sufficiently disabling to require his absence from work. It is understood and agreed that an employee making application for, or receiving benefits under this Article may be required to undergo a physical examination by a physician designated by the City in order to verify the disability. It is further agreed that an employee making application for, or receiving benefits under this Article releases any physician having knowledge of his illness or injury to supply the City with such information. The City shall bear the cost of any such examination it requires an employee to take.

Section 7.6 Sick Leave Payment

Any employee who in the course of any calendar year receives benefits under this article must return to active employment before receiving pay for time not worked under any other provision of this Agreement.

Section 7.7 Good Attendance Incentive

If a member has not taken any sick time off as provided in the current agreement during the City's fiscal year, that member shall receive a bonus of two hundred dollars ($200.00). If a member utilizes only one (1) shift of sick time during the City's fiscal year, that member shall receive a bonus of one hundred dollars ($100.00). Bonuses will be paid by June 1st of the next fiscal year.

Section 7.8 Family Sick Leave

A member may take up to twenty-four (24) hours, in one (1) hour increments, off during a calendar year for a household family illness/injury at anytime. This time will count against the employees sick time leave, section 7.2 or 7.3. Use of this section will not count against employees Good Attendance Incentive, section 7.7.

ARTICLE VIII

LEAVE OF ABSENCE

Section 8.1 Eligibility Requirements

An employee shall be eligible for a leave of absence after one (I) year of service with the Employer. Except, as set forth in Article VII, such leave of absence

granted under this Article shall be without pay or fringe benefits, except as specifically provided herein in Article VI or in this Article VIII.

Section 8.2 Application for Leave

Any request for a leave of absence for a reasonable purpose shall be submitted in writing, by the employee, to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. A request for a leave of absence shall be answered as soon as is practical. Authorization for a leave of absence where granted by the City shall be delivered to the employee by his immediate supervisor, and it shall be in writing. In addition to accruing seniority while on any leave of absence granted under the provisions of the Agreement, an employee shall be returned to the position he held at the time the leave of absence was granted provided the position still exists and the employee has the skills and physical ability to perform the job. An employee with the physical fitness and capacity and seniority to perform the job shall be returned to whatever position his seniority entitles him.

Section 8.3 Reasonable Purpose

Leaves of absence for a limited period of time, not to exceed six (6) months, may be granted for any reasonable purpose. Reasonable purpose in each case shall be agreed upon by the Union and the City.

Section 8.4 Funeral/Bereavement Leave

An employee shall be granted two (2) twenty-four (24) hour shift days leave of absence at full pay in the event of death in his immediate family. Immediate family is defined as spouse, parents, children, brother, sister, brother-in-law, sister-in-law, grandparents, mother and father-in-law, spouse's grandparents, and stepchildren. In order to qualify for payment hereunder, the employee must actually attend the funeral.

If the employee is notified about the death while he/she is at work and requests permission to leave work, he/she is to be given that time off, also as funeral leave.

Section 8.5 Civic Duty

Employees required to appear before a court or other public body for any matter not related to their work in which they are not personally involved (as a plaintiff or

defendant) who request a leave of absence to perform their civic duty shall be granted time off with pay (as set forth in the following paragraph) for the period necessary to fulfill their civic responsibilities. Employees shall be paid the difference, if any, between the compensation they receive from the court or other public body and their wages for each day of service.

Section 8.6 Military Leave

In addition to any other paid leaves of absence, any employee who is a member of the reserve forces of the United States or of this State shall be paid in accordance with applicable laws. (*USERRA 38 U.S.C. 4301-4335 Uniformed Service and Re- employment Rights Act and 5 ILCS 325/1, et seq.*)

Section 8.7 Pregnancy Leave

The Employer will follow Illinois Human Rights Act (*775 ILCS 5/2.102*).

Section 8.8 Personal Time Off

A non-probationary employee will be allowed two (2) personal days per contract year. These days shall be two twenty-four (24) hour days. These twenty-four (24) hours may be split into four (4) twelve (12) hour periods. If these days are not used, it will be paid for in cash on the anniversary date of this Agreement. Under this provision, a personal day must be scheduled in advance. No two (2) employees on the same shift may schedule a personal day on the same date.

In the event of any conflict, the employee with greatest seniority shall have first claim on any date.

ARTICLE IX

VACATIONS

Section 9.1 Vacation Leave
Employees shall be granted an annual paid vacation for the period specified below based upon the following service requirements: (Employees have the option to use two (2) vacation days in twelve (12) hour increments.).

Vacation leave shall be credited as follows

After completing 1 year of service	5 Shifts
After completing 5 years of service	6 Shifts
After completing 10 years of service	9 Shifts
After completing 15 years of service	12 Shifts

Section 9.2 Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's vacation period. Employees shall receive their vacation pay no later than three (3) days prior to the start of their vacation period. The vacation pay shall be fifteen (15%) percent of the monthly pay.

Section 9.3 Scheduling Vacation Leave

The practices as of the date of execution of this Agreement with respect to the selection and allocation of vacation periods shall be continued for the duration of the Agreement except that a vacation may be scheduled any time operations permit during the calendar year. It is agreed that one man on vacation from a given shift at a given time is not an operational impediment. Vacation days shall supersede personal days. All vacation leave shall be used by the end of the employee's year; otherwise said leave will be forfeited. Personnel that have already selected their vacation leave when a shift change takes place, may take the day before or after the day selected prior to the shift change. From time made available for vacation use, vacations may be scheduled in unlimited one-day increments. After an employee has their vacation day placed on file for 2 weeks, that employee is guaranteed that vacation day.

Section 9.4 Work During Vacation Period

Vacations must be taken and cannot be accumulated from year to year. However, any employee who has ceased work and who has begun a scheduled vacation and who, by reason of an emergency requiring his services, is requested to and does work during his vacation period shall be paid for all hours at a rate of time and one half (1 1/2) his regular rate of pay. In addition, any remaining scheduled vacation (with pay) shall be rescheduled to a future period. The Firefighter or Officer also has the option of coming in while on vacation.

Section 9.5 Separation from Service

Any employee who resigns from the Fire Department must give not less than two (2) weeks written notice in order to be eligible to receive his accumulated vacation pay.

ARTICLE X

WAGES AND RATES OF PAY

Section 10.1 Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked "Appendix A". The attached wage schedule shall be considered a part of this Agreement. Internal Revenue Code regulation 125 shall be applied.

Section 10.2 Lieutenant Differential

The Classification of Lieutenant shall receive a differential of eleven percent (11%) per month above the classification of Firefighter. Any employee advanced to the rank of Lieutenant shall receive the base rate of his new classification upon promotion.

Section 10.3 Captain Differential

The classification of Captain shall receive a differential of fifteen percent (15%) per month above the classification of Firefighter. Any employee advanced to the rank of Captain shall receive the base rate of his new classification upon promotion.

Section 10.4 New Hires

A. No employee hired or appointed shall be paid less than the starting rate for the classification of Firefighter. It is understood and agreed, however, that the City may employ a new employee in that classification at any bi-weekly salary higher than the starting rate at its sole pleasure so long as the amount coincides with a given step in the progression.

B. It is agreed that the training and progression time for the Firefighter classification shall be four (4) years.

C. Wage progression step dates shall be May 1 and November 1 regardless of date of entry into the step and increases granted there under shall be effective on those dates. Any employee who is absent from active employment for more than one half (1/2) of the work days in any step may not be advanced to the next step until he has remained on his present step through the next progression date.

Section 10.5 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.

Section 10.6 Holiday Rate

See section 6.5

Section 10.7 Overtime Rate

Time and one-half (1 1/2) the employee's regular hourly rate of pay, as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

A. All work performed in excess of twenty-four (24) hours in any work shift,

B. All work performed in excess of fifty-two point eight (52.8) hours in any workweek,

C. An employee required to report to work before the start of his regular shifts shall not be sent home early, but shall be given the opportunity to complete his regularly assigned work shift.

Section 10.8 Call Time

An employee who has actually left work at the conclusion of his regular shift of work and who is called back to work shall be given a minimum of two (2) hours work or pay at the applicable rate.

Section 10.9 Educational Reimbursement

An employee shall be eligible for reimbursement for the cost of tuition and books for instruction received at an accredited college or university which is fire related.

Each request for reimbursement shall be approved by the Fire Department Chief prior to the beginning of instruction. Such approval shall not be unreasonably denied.

Approved reimbursement shall be paid only after successful completion, grade C or better, of the class and submission of proper documentation (receipt, canceled check, etc.).

Reimbursements shall not be made if any employee receives reimbursement from other sources.

Approved reimbursements shall be for books and tuition and shall not exceed two thousand dollars ($2,000.00) per fiscal year per employee with a maximum of ten thousand dollars ($10,000.00) per year for the department. Disbursement will be on a first come first served basis.

Section 10.10 Educational Pay

The City agrees that any employee who has achieved a Bachelor's Degree shall receive a yearly bonus of five hundred ($500.00). Payment will be on the first pay period in January. Education pay is subject to pension fund contribution.

Section 10.11 Paramedic Pay

All currently certified Paramedics in the Fire Department shall be paid a premium which shall be increased eight percent (8%) per month added to the base wages and be subject to pension fund contributions.

Section 10.12 Court Time

An employee called to testify in court by reason of his employment shall be paid a minimum of two (2) hours or his actual time, whichever is greater, at their overtime rate, Section 10.7.

ARTICLE XI

SENIORITY

Section 11.1 Definition

Seniority means an employee's length of continuous service with the Employer since his last date of hire.

Section 11.2 Seniority Lists

Once each year 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 furnished to the Local Union when it is posted. The Seniority List shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

Section 11.3 Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for a just cause, and retirement.

Section 11.4 Probation Period

A. New employees shall be added to the seniority list one (1) year after their date of hire in the Fire Department.

B. During this period of probation, no grievance may be filed by such employee, or on his behalf, regarding his discharge or other discipline.

C. Any employee may be discharged during their probationary period without cause at the sole discretion of the City.

Section 11.5 Lay-off and Re-call

A. Lay-off. The City, in its discretion, shall determine it is necessary to layoff employees for bona fida reasons, employees shall be laid off in inverse order of seniority as provided in Illinois Statutes, (65 ILCS 5/10-2.1-18) (from Ch. 24, par. 10-2.1-18). Before laying-off any bargaining unit employee, The City will provide to the Union and Employee(s) thirty(30) days advance notice of

its intent to layoff employees. The city agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not delay the layoff. The City will not use any POC's or Volunteers as long as there is any member of the bargaining unit laid off. No new employees shall be hired to a full-time bargaining unit until all employees on the recall list who are qualified to perform the necessary work have been recalled. The City will be responsible for maintenance of the employees paramedic license, either during layoff or upon their return from layoff.

B. Re-calls. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified (i.e., physically and mentally) to perform the work to which they are recalled. The employer has the right to subject the employee to an entry level physical and mental exam prior to being recalled, paid by the City and examined by the City's physicians.

Employees who are eligible for recall shall be given thirty (30) calendar days notice of recall and notice of recall shall be sent to employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Fire Chief or his designee of his intention to return to work within five (5) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations my mailing the recall notice by certified mail, return receipt requested, signature of addressee only, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice and/or if an employee fails to report for work at the time prescribed in the notice of recall, then their name shall be removed from the recall list and his seniority shall be terminated for all purposes.

Employees shall be on a Recall list for a maximum 48 months. If the employee is not recalled within the forty eight (48) months, their employment with the City of Dixon will be terminated.

ARTICLE XII

PROMOTIONS

Section 12.1 General

Promotional testing will be administered and adhered to the "Firefighter Fair Promotional Act" and all applicable promotion laws.

Section 12.2 Eligibility

A. A candidate must have five (5) years of employment with the Dixon Fire Department to be promoted. A candidate with less than five (5) years may still take the exam and be placed on the promotional list. Once the candidate obtains his/her five-year mark, they cannot be passed over.

B. Firefighters must be certified to a minimum of Fire Officer I within five (5) years of accepting the position of Lieutenant.

C. Beginning in 2016, candidates will be Fire Officer I Provisional prior to taking any promotional exam, including the Captain's test.

D. Beginning in 2016, no educational points will be given for the following courses, which are requirements of Fire Officer I Provisional: Management I and II, Fire Prevention Principles, Tactics and Strategy I, Instructor I, and Firefighter III.

E. Effective 2019, all sworn officers of the Dixon Fire Department will be certified to the minimum level of Fire Officer I Provisional.

F. With the exception of any unforeseen circumstance, any officer of the Dixon Fire Department who does not obtain a minimum of Fire Officer I Provisional status within the agreed time frame will be demoted to firefighter status and pay.

Section 12.3 Weights and Points

The placement of employees on promotional lists shall be based on the points achieved by each candidate on the promotional examinations.

Weights are as follows

A. Oral – 30%
B. Merit – 40%

C. Written – 30%

B. Seniority Points- one point per year of service, up to a maximum of 10.

C. Educational Points –Educational Points will be added to the candidates final score of all testing. Educational points must be turned into the Police and Fire Commission within the time allowed, which will be determined by the Police and Fire Commission. A maximum of ten (10) educational points will be allowed. Candidates for Captain may use a maximum of ten (10) points from the list of classes/certifications, provided that said classes were not used in the candidate's promotion to Lieutenant. Classes will be evaluated, added, or deleted during future contract negotiations.

Education Points are as follows

One-half (1/2) point for the following certifications:

Saving our own, Juvenile Fire Setter, HazMat IC, Watercraft Technician.

One (1) point for the following certifications:

Firefighter III, Fire Apparatus Engineer, Tactics & Strategy I, Tactics & Strategy II, Instructor I, Instructor II, RIT: Under Fire, Management I, Management II, Management III, Management IV, Fire Prevention Principles, F.A.S.T, HazMat Technician A, HazMat Technician B, Vehicle and Machinery Operations or Technician, Rope Rescue Operations or Technician, Confined Space Operation or Technician, Trench Rescue Operations or Technician, Water Rescue Operations, Fireground Company Officer School, Fireground Command Officer School, Inspector I, Inspector II, Arson Investigator III.

Three (3) Points for Associate's Degree in Fire Science or Related.

Six (6) points for a Bachelor's Degree in Fire Science or Related.

*If the three (3) Associate's degree points are used on a promotional exam, only three (3) additional points for a Bachelor's degree may be used on additional exams. Throughout the firefighter's career only six (6) total points may be used for obtaining degrees in fire science or a related field.

*Office of the State Fire Marshal, IFSI or National Fire Academy requirements must have been met for all applicable classes/certifications.

ARTICLE XIII

GRIEVANCE AND ARBITRATION

Section 13.1 Definition.

A grievance is defined as a dispute or complaint arising under and during the term of this Agreement that there has been an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

Section 13.2 Procedure, Steps and Time Limits

STEP 1.

The employee, with or without a union representative (or the union steward alone in the case of a Union grievance), shall take up the grievance or dispute in writing or orally with the Fire Chief or his designee within ten (10) days of its occurrence; if at that time the employee or union steward is unaware of the grievance, the employee or union steward shall take it up within ten (10) days of his knowledge of its occurrence. 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.

STEP 2.

If the grievance remains unadjusted 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 requested remedy.

The Mayor or his designee shall meet and discuss the grievance within ten (10) days of receipt of the notice of appeal, with the employee and the 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 is due, either party may, by written notice to the other party, invoke arbitration.

Section 13.3 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 or American Association of Arbitrators and are residents of Illinois, Wisconsin or Indiana. Both the employer and the 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 the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

Section 13.4 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 issues of contract interpretation or application submitted to him and 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 hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this agreement to the fact of the grievance presented. Subject to the arbitrator's compliance with provisions of this section, the decision of the arbitrator shall be final and binding.

Section 13.5 Expenses of Arbitration

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

Section 13.6 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 Department.

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 Saturdays, Sundays and Holidays.

Section 13.7 Processing Grievances

Employees selected by the union to act as union representatives shall be known as "Stewards". The names of the employees selected as Stewards, and other union representatives who may represent employees at each step of the grievance procedure shall be certified in writing to the employer by the union.

Any union representative, whose participation, in grievance meetings held pursuant to the provisions of this Article, if necessary shall be released from work without loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner which does not interfere with City operations.

ARTICLE XIV

HEALTH INSURANCE and DEATH BENEFITS

Section 14.1 Plan Options.

The Employer agrees to offer health and welfare coverage benefits for each full time employee. Employees shall have the option to enroll in one of two (2) Plan Options:

1) Plan Option D.

2) Health Savings Account (HSA) Plan Option E.

Section 14.2 Sharing of Insurance Premium Costs.

The applicable premium costs for providing the health insurance benefits provided for under Plan Option D or HSA Option E shall be shared between the Employer and the employees as follows:

Coverage Elected	City	Employee
Single Premium	100%	0%
Family Premium	55%	45%

Section 14.3 HSA Option

The savings in premium costs resulting from employees selecting the high deductible HSA Option shall be shared between the employer and the employee. The employer will contribute twenty-seven and one half per cent (27.5%) of the premium for single coverage of Plan E, and will also contribute thirteen and one-half per cent (13.5%) of the premium for dependent coverage of family Plan E.

Section 14.4 Other Health Insurance Benefits

The Employer agrees to pay the actual cost each month for health and welfare coverage benefits as described in Appendix B for each non-probationary employee. The contribution for such coverage will be made by the City for a full-time employee who receives a duty disability pension (Chapter 108.1/2). This contribution shall be for the employee only and shall cease upon his eligibility for Medicare. For any eligible Firefighter who retires after May 1, 1997, the City will pay one-half the cost of coverage for a retiree with twenty-five (25) years of service at 50 years of age, or with twenty (20) years of service at 55 years of age, until he is eligible for Medicare. Such an employee must not have or be eligible for any other group health insurance. If the employee retires before 50, or 55 (as applicable) years of age, he must stay on the group plan and pay the entire cost of the premium until he attains 50, or 55 (as applicable) years of age. Subject to health plan selection, a prescription drug card will be provided each covered employee. Where the employee has provided for dependent coverage, the cost of that coverage will be deducted and remitted to the insurance company. The $25,000 life insurance and $25,000 accidental death plan provided by the City will continue at the expense of the City. The Union understands and agrees that the City may provide these benefits by any means including self-insurance. If it becomes necessary to increase the employee contribution for dependent coverage, the experience and financial data supporting that increase will be supplied to the Union upon request.

Section 14.5 Line of Duty Death Insurance

The City agrees to provide fully paid health insurance for the surviving spouse and/or children of any Firefighter who dies as a result of the lawful performance of his duties, consistent with the insurance coverage provided other bargaining unit employees. This shall include the child(ren) of the deceased who is not yet born at the time of the employee's death. Dependent children shall be eligible for this continued coverage until the age determined by the insurance carrier's policy with the City of Dixon.

Section 14.6 Funeral Contribution

The City agrees to contribute not more than seven thousand five hundred dollars ($7,500.00) to defray the actual cost of services and/or goods usually and customarily provided by a licensed funeral director (home) for any Firefighter who dies within one hundred and eighty (180) days of sustaining an injury while working in the line of duty which injury is the direct and proximate cause of the Firefighter's death.

Section 14.7 Physicals

The City agrees to provide up to four hundred dollars ($400) per Firefighter once every three (3) years for a mutually agreed upon physical exam.

ARTICLE XV

PENSION PLAN

Section 15.1 Pension Pick Up

In accordance with the authority of §414(h) of the Internal Revenue Code and the Pension Code, 5 ILCS §4-118.2, the City shall "pick up" Fire Fighter pension contributions required by §118.1 of the Pension Code and exclude the amount of such contributions from the employee's gross salary from which Federal and State income taxes are withheld.

Section 15.2 Contribution Deductions

The City of Dixon agrees to make the employee's contribution deductions from their payroll checks prior to the appropriate tax calculations.

ARTICLE XVI

UNIFORMS

Section 16.1 Duty Uniforms and Protective Clothing

If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Employer, but shall remain the property of the City. Clothing shall be issued as follows:

A. Protective Clothing (per NFPA standards where applicable)

Helmet, Bunker Pants, Bunker Coat, Suspenders, Structural Firefighting Boots, Gloves, Nomex Hood

B. Duty Uniforms

Shirts with patches, Pants, Job Shirt, Jacket, Badges, Name Tag, Footwear (after initial pair)

C. Dress Uniforms

Dress shirt with patches, Dress Pants, Blouse with patches, Tie, Dress hat, Hat badge, White Gloves

Section 16.2 Uniform Maintenance

The cost of maintaining the uniform or protective clothing in proper working condition shall be paid by the Employer, except that laundering and/or dry cleaning shall be the responsibility of the employee. The minor repair and maintenance of clothing resulting from the usual wear and tear shall also be the responsibility of the employee.

Article XVII

Paramedics

Section 17.1 Certification

The parties agree that a Firefighter hired after May 1, 1988, must attain certification as a Paramedic within two (2) years of his hire date (scheduling restrictions to be accommodated). All Paramedics must maintain certification as a Paramedic in order to remain an employee of the City as a Firefighter.

Section 17.2 Paramedic Certification Test

Participants in the Paramedic Program shall be afforded three (3) opportunities to pass the Paramedic certification test before becoming ineligible for participation in the program.

Section 17.3 Performance

The Union agrees that the Firefighter will continue to perform all of the services with respect to the Paramedic function and its administration in a diligent and conscientious manner.

ARTICLE XVIII

Training

Section 18.1 Training Leave of Shift

A Fire Fighter who has been attending a training program which program requires the Firefighter to leave the City of Dixon for a period in excess of twenty-four (24) hours, travel time included, shall be relieved from duty for the remainder of any duty shift which is in progress upon his return home

Section 18.2 Authorized Travel Compensation

A Firefighter who has been authorized to travel on the business of the City and which business and travel requires that he stay overnight away from his home or a fire station shall receive a per diem allowance of forty dollars ($40.00) which shall be an allowance for the cost of meals and all other personal expenses to

the Firefighter except his cost of transportation. The City will make lodging reservations where required and will pay the cost. A Firefighter who has been authorized to travel in the business of the City involving not less than eight (8) hours travel and work in the day (but not overnight) shall receive a per diem of thirty-five ($35.00). Mileage incurred on the above City business will be paid at the then current rate allowed by the IRS for business travel.

Section 18.2 EMS Training

Where a Firefighter is engaged in training in order to update and maintain his certificate of current qualification as an Emergency Medical Technician, the City will compensate him at his usual straight time rate for those hours which coincide with assigned work shifts. Training or travel time necessary for this training outside of the hours of the employee's assigned shift hours will be paid for at the appropriate rate.

Section 18.3 Other Training Compensation

When a Firefighter attends training; other than training covered in Section 18.1 above, the Firefighter shall be compensated at the appropriate rate for actual time spent. To be eligible for compensation, the training must be authorized in writing by the Chief of the Department. Any injury incurred during training approved by the Chief shall be covered by Worker's Compensation. If the Firefighter requests and the Chief approves voluntary training, no wages or fringes are due or owed; but if injured in the course of said training, the Firefighter will be covered by Worker's Compensation.

ARTICLE XIX

General Provisions

Section 19.1 Union Bulletin Boards

Union bulletin boards, presently in place and currently used by the Union in various locations, may be used by the Union for the following purposes:

Recreational and social affairs of the Union,
Union meetings,
Union appointments,
Union elections,
Results of Union elections,

All other notices, bulletins or information require the written approval of the Chief of the Fire Department or his representative. All notices posted by the Union are the responsibility of the Union and will be signed by the official responsible for its posting. All postings will bear a down-date, and the prompt removal of the notice after this date will be the responsibility of the individual who posted the notice. These bulletin boards will not be used for disseminating any matter of a political or controversial nature.

Section 19.2 Merger

The City agrees that in the event its geographical area of fire protection is increased by reason of a merger of another Fire District into the City of Dixon Fire District, the Firefighters who were formerly a part of that merged District and who actually remain in the employee of the City of Dixon shall be covered by this Agreement. The City agrees to discuss with the Union the effects of any such merger on Department Personnel when and if such a merger should occur. The Union may participate in the City's contemplation of this matter without voice or vote.

Section 19.3 Joint Safety Committee

The parties agree that there shall be a Joint Safety Committee, consisting of four (4) members, two (2) appointed by the Union and the Employer respectively. The Committee shall meet during regular working hours, upon the motion of either the Union or Employer committee members, to discuss and review the safety operations of the Fire Department. "Regular working hours" shall mean such hours as do not require the Employer to pay overtime or other premium pay. This Committee may make written recommendations on any such safety matter to the Commissioner of Public Health and Safety.

Section 19.4 Union Activity

Union activity within City facilities shall be restricted to collective bargaining under this Agreement. The Union shall not engage in Union activities on City time or its property which will interfere with assignments or duties.

Section 19.5 Grievance Committee

Members of the Grievance Committee shall ask for and obtain permission before leaving their jobs in order to conduct Union business. Members of the Grievance Committee will ask for and obtain permission from the Captain of any employee with whom he wishes to carry on Union business.

Section 19.6 Definition of Departmental Duties

The members of the bargaining unit shall only 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. In addition, all members will be required to perform general house-keeping and general maintenance duties in the fire stations and on the grounds as well as on all fire apparatus as directed by their shift officers. Members shall be directed on occasion to operate equipment of the fire department required throughout the City for special details.

Section 19.7 Jurisdiction and No Infringement

No employee shall be required to perform the work or duties within the work jurisdiction of any AFL-CIO trade union.

Section 19.8 Residency

All firefighters shall reside within five (5) miles of city limits within six (6) months of employment. Distance shall be measured by road miles from City Limits.

Violation of this provision shall be grounds for termination.

An extension may be granted, but must be approved by the City Council.

Section 19.9 Staffing

The City of Dixon shall determine the staffing requirements for each shift. The City has made a administrative decision to maintain five (5) full-time sworn staff members per shift, with allowance of one (1) member off for vacation, personal, or Kelly Day etc., making minimum daily strength of four (4) members. This decision may be modified at the discretion of the City based on economic necessity. Before doing so the City shall provide written notice to the Union of any intended change and will, upon request, schedule a meeting to discuss the reasons for the change with the Union and to hear and consider the Union's response and proposed alternatives. Absent emergency, the City will not implement any change in the minimum daily strength in less than thirty (30) calendar days from the date notice given, or longer if mutually agreed by the parties.

ARTICLE XX

DISCIPLINE AND DISCHARGE

Section 20.1 Discipline and Discharge

Discipline shall be designed to improve and correct behavior and not merely to punish. Disciplinary actions instituted by the City shall be progressive and for reasons based upon the employee's failure to fulfill his/her responsibilities as an employee. Care shall be taken to assure the employee and the City performs all disciplinary action in accordance with Illinois State and Federal Law. The City agrees to adhere to the Firemen's Disciplinary Act (50 ILCS 745/1). No employee shall be disciplined or discharged without just cause. Where the City believes just cause exists to institute disciplinary action against an employee, the City shall have the option to assess the following penalties:

Oral (verbal) reprimand

Written reprimand

Suspension Discharge

The employee may file a written reply to any reprimand. An oral or written reprimand may be processed through the grievance procedure of this Agreement up to and through Step 2 only.

If the City has reason to reprimand an employee, it shall be done using methods that will not seek to humiliate the employee in a personal manner in view of other employees or the public.

Section 20.2 Discipline Beyond a Written Reprimand

If the City decides to initiate disciplinary action (excluding oral and written reprimands) against an employee, the following procedures shall apply. The City shall serve written notice of the charges and proposed penalty upon the employee involved, with a copy provided to the Union.

Upon receipt of the notice, the employee will have ten (10) calendar days to elect to appeal the proposed disciplinary action (excluding oral and written reprimands) either to the Board of Fire Commissioners or, subject to the approval of the Union, through the grievance/arbitration procedure of this Agreement pursuant to A and B below.

A. Board of Fire Commissioners Option

If the employee notifies the City of a desire to have the charges heard before the Commission, the City may proceed with the proposed disciplinary action in

accordance with the procedures set forth by law, subject to the employee's rights to appeal and hearing described therein. The City shall not file any formal charges with the Commission before the employee has had an opportunity to exercise his/her election of remedies within ten (10) calendar day period. The time period may be extended beyond the ten (10) calendar days by mutual written agreement of both parties.

B. Grievance/Arbitration Option

A. The Union may file a grievance as to the proposed disciplinary action against an employee. An employee who desires to appeal a proposed disciplinary action through the grievance/arbitration procedure shall notify the Union President or his/her designee, of his/her desire within twenty-four (24) hours of receipt of the City's notice of proposed disciplinary action.

B. The Union's Executive Board shall meet promptly to consider the employee's request and shall advise the employee as to its determination as to whether the Union will file a grievance as to the proposed disciplinary action within seven (7) calendar days of its receipt of the employee's request.

C. If the Union decides not to file a grievance, the City may formally implement the penalty and the employee may contest the charges in accordance with the Board of Fire Commissioners Option (Choice A).

D. If the Union decides to file a grievance, the grievance shall be arbitrated unless a settlement of the grievance acceptable to the employee, the Union and the City is reached. Pending resolution of any grievance, the City may suspend an employee with or without pay. If the charges are not sustained, the employee shall be made whole for all wages and benefits withheld to the extent deemed appropriate by the arbitrator.

E. If the grievance is sustained by an Arbitrator, the City shall be bound by the Arbitrator's decision and shall not file charges as to the incident with the Commission. If the Arbitrator finds just cause for a suspension or discharge, the City may immediately implement the penalty sustained by the Arbitrator's decision and the employee shall not have any further right to contest such charges and penalty before the Commission.

Section 20.3 Right to Representation

Nothing in this Article or Agreement is intended as a waiver of an employee's right to have a representative present during any investigative meeting where the employee reasonably believes discipline could result.

Section 20.4 Expiration of Disciplinary Records A. Oral (verbal) Reprimands

A. Oral Reprimands

Any record of an oral (verbal) reprimand may not be used for the purpose of discipline or discharge after a period of two (2) years.

B. Written Reprimands

Any record of a written reprimand may not be used for the purpose of discipline or discharge after a period of three (3) years.

C. Suspensions of Three (3) Shifts or Less

Any record of a suspension of three (3) shifts or less may not be used for the purpose of discipline or discharge after a period of six (6) years.

D. Suspensions of Greater Than Three (3) Shift Days

Any record of a suspension of greater than three (3) shifts may be used for the purpose of discipline or discharge at any time during the employee's employment.

ARTICLE XXI

STRIKES AND LOCKOUTS

Section 21.1 Strikes

There shall be no strike of any kind during the terms of this Agreement.

Section 21.2 Lockouts

There shall be no lockout of employees instituted by the Employer during the term of this Agreement.

ARTICLE XXII

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 open to immediate negotiations subject to the procedures set forth in Section 14 of the Illinois Public Labor Relations Act *(5 ILCS 315/14)*.

ARTICLE XXIII

DURATION AND RENEGOTIATIONS

Section 23.1 Duration and Notice

This agreement and each of its provisions shall be effective as of MAY 1, 2012 and shall continue in full force and effect until April 30, 2013 and thereafter unless either party shall notify the other in writing 150 days (or by February 1st) prior to the anniversary date of this contract, that it desires to modify and/ or amend this Agreement.

Section 23.2 Negotiations

Negotiations shall commence thirty (30) days later (or by February 1st) and shall continue for a period of forty five (45) days (or to March 15th). The parties may extend the negotiations period by mutual written consent.

Section 23.3 Ratification

If the parties reach a complete agreement at the end of negotiations, ratification shall be in accordance with the parties' respective duties under the applicable sections of the IPLRA.

FOR THE UNION	FOR THE CITY
Brian Stork	
	DENNIS O'SIDHE

Hours Bi-Weekly=	105.76	Lieutenant Pay=	$5,513.12
Longevity= Base + 1% =	$501.19		
Paramedic Pay = FF Base + 8% =	$4,009.54	Raise =	103.00%
Total Pay= Base=Paramedic + Longevity			

Firefighter Salary	Period	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Base
	Annual	$35,043.77	$36,927.21	$38,811.72	$40,694.89	$42,579.93	$44,464.17	$46,348.68	$48,232.92	$50,119.31
	Bi-Weekly	$1,347.84	$1,420.28	$1,492.76	$1,565.19	$1,637.69	$1,710.16	$1,782.64	$1,855.11	$1,927.67
	Hourly	$12.74	$13.43	$14.11	$14.80	$15.48	$16.17	$16.86	$17.54	$18.23

Paramedic Salary	Period	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Base
	Annual	$39,053.32	$40,936.75	$42,821.26	$44,704.43	$46,589.48	$48,473.72	$50,358.23	$52,242.47	$54,128.85
	Bi-Weekly	$1,502.05	$1,574.49	$1,646.97	$1,719.40	$1,791.90	$1,864.37	$1,936.85	$2,009.33	$2,081.88
	Hourly	$14.20	$14.89	$15.57	$16.26	$16.94	$17.63	$18.31	$19.00	$19.68

FF & Paramedic With 10 Years		
	Annual	$54,630.04
	Bi-Weekly	$2,101.16
	Hourly	$19.87

FF & Paramedic With 15 Years		
	Annual	$55,131.24
	Bi-Weekly	$2,120.43
	Hourly	$20.05

Officer & Paramedic		Lieutenant	Captain
	Annual	$59,641.97	$61,646.75
	Bi-Weekly	$2,293.92	$2,371.03
	Hourly	$21.69	$22.42

Officer, Paramedic W/10 Years		Lieutenant	Captain
	Annual	$60,143.17	$62,147.94
	Bi-Weekly	$2,313.20	$2,390.31
	Hourly	$21.87	$22.60

Officer, Paramedic W/15 Years		Lieutenant	Captain
	Annual	$60,644.36	$62,649.13
	Bi-Weekly	$2,332.48	$2,409.58
	Hourly	$22.05	$22.78

Captain With 15 Years and EMT-B		
	Annual	$59,140.78
	Bi-Weekly	$2,274.65
	Hourly	$21.51