

RESOLUTION NO. 4989

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A THREE YEAR COLLECTIVE BARGAINING AGREEMENT WITH INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 513, AND DECLARING THAT THIS RESOLUTION SHALL BE IN FULL FORCE IMMEDIATELY.

WHEREAS, The City and International Association of Fire Fighters Local 513 entered into negotiations to develop a successor labor agreement to the agreement that expired April 30, 2016; and,

WHEREAS, A tentative agreement was reached between the negotiating teams for International Association of Fire Fighters Local 513 and the City in May, 2016 for a three year labor agreement that would expire on April 30, 2019; and,

WHEREAS, The membership of International Association of Fire Fighters Local 513 has ratified said tentative agreement reached between the parties at a meeting held July 5th, 2016; and,

WHEREAS, The City Council finds it to be in the best interest of the City of Kewanee and public safety to enter into the agreement with International Association of Fire Fighters Local 513, said agreement attached hereto as Attachment A.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF KEWANEE THAT:

- Section 1** Attachment A to this resolution containing the labor agreement between the City of Kewanee and International Association of Fire Fighters Local 513 for the time period from May 1, 2016 through April 30, 2019, is hereby approved.
- Section 2** The City Manager is hereby authorized to execute said labor agreement referenced in Section 1 above.
- Section 3** This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

Adopted by the Council of the City of Kewanee, Illinois this 11th day of July 2016.

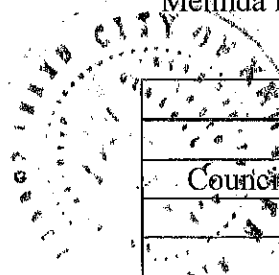
ATTEST:



Melinda Edwards, City Clerk



Steve Looney, Mayor



RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Steve Looney	X			
Council Member Kellie Wallace-McKenna				X
Council Member Deann Schweitzer	X			
Council Member Andrew Koehler	X			
Council Member Michael Yaklich	X			

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Steve Looney, Mayor

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Council Member Deann Schweitzer				
Council Member Andrew Koehler				
Council Member Michael Yaklich				



Contract between the
City of Kewanee
and
Kewanee Firefighters Union
Local 513

May 1, 2016 through April 30, 2019

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Article I – Preamble

This agreement is entered in by and between the City of Kewanee, an Illinois Municipal Corporation, hereinafter referred to as Employer, and the Kewanee Fire Fighters Union Local 513, of the International Association Fire Fighters AFL-CIO hereinafter referred to as the Union.

Article II – Recognition

The Employer hereby recognizes the union as the sole and exclusive bargaining representatives for all uniformed employees of the Kewanee Fire Department, excluding the Fire Chief for the purpose of collective bargaining and establishing and administering a written labor agreement covering wages, rates of pay, hours of labor, and other terms and conditions of employment. Any newly created bargaining unit positions that are not currently covered by the terms of this agreement shall be established by mutual written consent of the union and the employer.

Article III - Union Security

Section 3.1 Maintenance of Membership and Agency Shop

A. Each employee who on the effective date of this agreement is a member of the Union, and each employee who becomes a member after that date, shall as a condition of employment maintain his membership in the Union during the term of this agreement.

B. Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a proportionate share (not to exceed the amount of union dues) of the cost of the collective bargaining process contract administration and the pursuing matters affecting wages, hours, and conditions of employment. All employees hired on or after the effective date of this agreement and who have not made application for membership shall, on or after the thirtieth (30) day following their respective dates of hire also be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such monthly fair share service charge shall be equivalent to the uniform monthly dues and assessments paid by a member to the union, less that portion of said dues and assessments which are or may be used for political purposes.

Section 3.2 Payroll deductions of Union Dues or Fair Share Fee

A. During the term of this agreement, the Employer agrees to make a payroll deduction monthly of union dues, fair share fee, initiation fee, and assessments, in the amount of certified to be current by the Secretary-Treasurer of the union, from the pay of those employees covered by this agreement who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted to the union no later than seven (7) days after the deduction is made by the employer.

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

Section 3.3 Involuntary Deductions

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

Section 3.4 Objections on Religious Grounds

The obligation to pay a fair share fee to the Union shall not apply to an 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 in behalf of the employee to an agreeable non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

Section 3.5 Objections on Other Grounds

Any non-member making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues not germane to the collective bargaining process or contract administration. Any such employees with any such objection shall process their objection in accordance with the procedure set forth in Appendix A, attached here to and made a part of this agreement.

Section 3.6 Indemnification

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

Section 4.1Platoon Duty

Employees covered by the terms of this agreement who work within the Fire Department shall be assigned to regular platoon duty shifts. The regular hours of duty shall be 24 consecutive hours on duty, starting at 7:00 a.m. and ending the following 7:00 a.m. The on-duty tour of duty shall be followed by 48 scheduled hours off-duty. The annual average weekly hours shall be 54.33 hours by employing the use of 4 "Kelly Days" per member throughout the fiscal year. Kelly Days shall be tradable among employees assigned to the same shift in the same manner as duty shifts are traded. Kelly Days shall be scheduled and used in accordance with requirements for use of vacation leave.

Section 4.2Overtime Hours

Employees working any hours on duty in addition to regular hours as defined in this Article, shall be considered overtime hours subject to overtime rate.

Section 4.3Overtime Distribution

When the need for overtime exists due to the lack of manpower, vacations, sickness, injury, or other unforeseen causes such overtime shall be distributed fairly and equally, to members of the bargaining unit. The Union shall establish a Departmental Overtime Assignment List. The list shall be updated every pay period. Said list shall show number of over time shifts. If a conflict should arise in the overtime schedule, the employee will notify the Chief and the Chief will make a reasonable effort to resolve the conflict. Employees have the right to trade overtime shifts as well as scheduled shifts.

Section 4.4Eight (8) Hour Shifts

Employees required to work a 40 hour per week schedule, shall be assigned to a regular 8 hour shift, Monday through Friday. The daily shift shall commence at 8:00 a.m. and end at 5:00 p.m. No 40 hour employee shall be required to work on Saturday, Sunday, or Holidays. All 40 hour employees work schedules shall provide for a 15 minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible. Further, 40 hour employees shall be granted a lunch period during each work shift and whenever possible, the lunch period shall be scheduled at the middle of each shift. When an

employee is attending an employer tuitioned training or employer mandated class, the employee will be placed on a forty (40) hour work schedule for the duration of the class or training. If less than 40 hours per week the employee will be required to return by 7:00 p.m. of that duty day at the discretion of the Fire Chief. If the employee is put on a 40 hour week any hours worked in excess of forty (40) hours will be compensated at the employee's overtime rate.

Any employee placed on a 40 hour schedule, who is required to work on a scheduled holiday, will receive 1 ½ times their appropriate hourly rate as comp time or pay at the employee's election.

Article V - Prevailing Rights & Management Rights

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

The City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects not modified by the terms of this Agreement, and consistent with authority granted to it under the Constitution and laws of the United States of America and State of Illinois including the Illinois Public Labor Relations Act, 5 ILCS 315-4. These rights and powers include the following: to determine the mission of the City to plan, direct, control and determine all standards of services of the City and its organizational structure; to determine the City's budget and budgetary priorities; to levy taxes; to employ personnel subject to the Illinois Municipal Code, 65 ILCS 5/10.2-1-1, including the Firefighter Substitute Bill (PA 095-04990); to discipline and discharge subject to the Firemen Disciplinary Act, 50 ILCS 745; and the Illinois Public Labor Relations Act §§ 8 & 17; to promote, subject to the Illinois Municipal Code 65 ILCS 5/10-2.1-15, and the Fire Department Promotion Act; to direct the work force; to assign and transfer employees; to make and enforce reasonable rules and regulations; provided, however, that in any exercise of any of the above rights it shall not contravene any of the provisions of this Agreement or its duties under the Illinois Public Labor Relations Act, §§ 2, 7, 8, 14 & 15.

Article VI - Seniority Rights

Section 6.1 Definition

Seniority means an employee's length of continuous service with the Fire Department, since the employees first date of hire unless otherwise covered by a provision of this agreement. If more than one (1) person is hired on the same day, they shall be placed on the seniority list according to their rank on the eligibility list, from which they were hired.

Section 6.2 Probation Period & Residency

New employees will serve a probationary period of one (1) year. Any employee may be discharged for cause during the probationary period. In such event the employee will be notified of the reasons for the discharge prior to the discharge action. A copy of the notice will be sent to

the union. Upon the request of the union, the employer will meet within ten (10) days of the discharge notice with the grievance committee of the union to discuss the reasons for the discharge.

The employee and the Union may present evidence relating to the validity of the reasons or mitigating circumstances to the employer at the meeting. The employer will then review such evidence and issue its final opinion. Employees seniority beyond the probationary period shall date back to their date of hire. Within forty-five (45) days after the expiration of the employees probationary period the employee will comply with residency if the employee is to continue employment with the City of Kewanee. An employee must live within fifteen (15) air miles of the Kewanee city limits.

Section 6.3 Breaks in Continuous Service

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

A. Suspension of Seniority - both employment seniority and time-in-rank seniority shall be suspended while an officer,

1. Is on lay-off status
2. Is on leave of absence without pay
3. Is absent without leave
4. Is on disciplinary suspension in excess of 30 consecutive days
5. Is on disability.

B. Termination of Seniority - both employment seniority and time-in-rank seniority-as well as the employment relationship shall be terminated when an officer

1. Resigns
2. Retires
3. Is dismissed

Section 6.4 Seniority Lists

Every May 1st, the Union shall provide the employer, who shall post on all bulletin boards, a seniority list showing continuous service of each employee. A copy of the seniority list shall be maintained by the union.

Section 6.5 Vacancies and Promotions

Vacancies within the Kewanee Fire Department created as a result of death, resignation, retirement or discharge for just cause, shall be filled within thirty (30) days of the last day the employee actually worked on duty or was discharged. Promotions which are required to fill vacancies shall be made from an established list resulting from written examinations given to the classification immediately below the vacancy. All promotions shall be made from the next lower rank or position.

Section 6.6 Lay-off and Recall

In the event it becomes necessary to lay-off employees for bona fide economic reasons, employees shall be laid-off in the inverse order of their seniority. Employees shall be recalled from lay-off according to their seniority. No new employees shall be hired until all employees on lay-off status desiring to return to work have been recalled and hired. At such time that a lay-off becomes necessary, and after being discussed in open forum, the employer shall give affected employees 6 months notice of effective lay-off date.

Article VII - Non-Discrimination

Section 7.1 Non Discrimination

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

Section 7.2 Gender

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

Section 7.3 Duty to Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Article VIII - Duties, Jurisdiction, and No contracting of Work

Section 8.1 Definition of Departmental Duties

The members of Kewanee Firefighters Local 513 shall only be required to perform those duties related to and in direct support of: Fire Suppression, Prevention, and Extinguishment and other duties normally recognized as being necessary to the operation of a municipal fire service, also those of Emergency Medical Services now provided by the Kewanee Fire Department, and public safety demonstrations or instructions related to the fire service.

Section 8.2 Jurisdiction and No Infringement

No employee shall be required to perform the work or duties (a) of any other city employee or (b) within the work jurisdiction of any AFL-CIO trade union.

Article IX - Grievance Procedure

Section 9.1 Definition

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

Section 9.2 Procedure, Steps, and Time Limits

The Grievance Committee of the Union shall present all grievances pertaining to Kewanee Fire Department in the following sequence. Recognizing that grievances should be raised and settled promptly, a grievance must be submitted in writing to the Fire Chief within fourteen (14) days after the employee knows or, through the use of reasonable diligence, should have know of the occurrence of the event giving rise to the grievance.

Step I- Fire Captain Whenever possible a grievance should be resolved through informal, cooperative discussion at the shift level, as soon as possible. If the Fire Captain cannot resolve the grievance within five (5) business days of its submission the grievance will proceed to Step II.

Step II- Fire Chief The Fire Chief shall investigate the matter and hold a grievance meeting among the principals involved. Based upon the findings of his investigation. The Chief shall within five (5) business days submit a written response to the committee on his findings. If not satisfied with the results of Step II, the grievance committee may within five (5) business days of receipt of the Chief's response, submit the grievance to Step III.

Step III- City Manager The City Manager shall investigate the matter and hold a grievance meeting within ten (10) business days. Based upon his findings he shall within ten (10) business days submit a written response to the committee. If not satisfied with the results of Step III, the grievance committee may within ten (10) business days of receipt of the City Managers response, submit the grievance to Step IV.

Step IV- Mayor The Mayor shall appoint a committee including himself and any or all of the City Council to review the grievance and all pertinent correspondence to date and hold a grievance meeting with the committee within ten (10) business days of receipt of the grievance. If no settlement is reached, the Mayor shall give the grievance committee a written response within ten (10) business days following their meeting.

Step V – Arbitration If the grievance remains unresolved within 15 business days after the reply of the Mayor is due either party may, by written notice to the other party invoke arbitration.

Section 9.3 Arbitration Procedure

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within (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 (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois Both the Employer and the Union shall have the right to strike (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 the selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearings.

Section 9.4 Authority of the Arbitrator

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

Section 9.5 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 9.6 Processing and Time Limits

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

The terms business days means days of the week. Monday through Friday excluding Saturdays, Sundays, and Holidays.

Section 9.7 Processing Grievances

Employees selected by the Union to act as Union representatives shall be known as the Grievance Committee. The names of the Grievance Committee selected will represent employees

of Local 513 Fire Fighters Union 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 meetings. Grievance meetings shall be scheduled in a manner that does not interfere with City operations

Article X - No Strike and No Lockout

The employer shall institute no lockout of employees during the term of this agreement as a result of a dispute with the Union arising out of the terms of this agreement.

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

Article XI - Safety, Health and Welfare

Section 11.1 Hospitalization and Medical Coverage Programs

The City of Kewanee shall pay the full hospitalization premium for full-time Union employees and their families, for Plan B coverage, including life insurance, dental and vision insurance. Full-time Union employees shall contribute to the City of Kewanee the dollar amounts shown in the table below for health insurance premiums. Said payments shall be made by withholding the appropriate prorated amount from each paycheck rendered to the employee.

	<u>Effective 5/1/2016</u>	<u>Effective 5/1/2017</u>	<u>Effective 5/1/2018</u>
Family	\$215 per month OR 17% of monthly Premium cost, Whichever is less	\$215 per month OR 17% of monthly Premium cost, Whichever is less	\$215 per month OR 17% of monthly Premium cost, Whichever is less
Single	\$110 per month or 17% Of monthly premium Cost, whichever is less	\$110 per month or 17% Of monthly premium Cost, whichever is less	\$110 per month or 17% Of monthly premium Cost, whichever is less

Two (2) members of the department shall be allowed to sit in on all insurance changes made between the City of Kewanee and the insurance company.

Section 11.2 Death Benefit

The Employer agrees to provide, at no cost to the employees, a death benefit equal to a specified dollar amount of twenty thousand (\$20,000) dollars to be paid to beneficiaries of an employee, at the time of death.

Section 11.3 Pensions

For the term of this agreement, the employer agrees to maintain its obligation to the Firefighters' Pension Fund as required by Illinois Compiled Statutes, 40 ILCS 5/4. The City shall pay 50% per month for group health insurance for retired members until said member reaches the age of 65 or becomes eligible for Medicare, with the retiree paying the other 50%. Such coverage shall include spouses and eligible dependants.

If the retiree should die prior to becoming eligible for Medicare/Medicaid, then group health insurance coverage will continue for the surviving spouse and other possible dependants, with the remaining spouse and eligible dependants paying 50% of their monthly group health insurance costs and the City paying the other 50%. Such coverage shall remain in place at least until the retirees spouse is eligible for Medicare/Medicaid.

Section 11.4 Joint Occupational Safety and Health Committee

It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, death, injuries, and illness in the Fire Service.

Protective devices, wearing apparel and other equipment necessary to properly protect firefighters shall be provided by the employer at no cost to the employees and shall conform to applicable fire service standards. These devices, apparel and equipment shall be inspected by the Joint Occupational Health and Safety Committee on a quarterly basis to ensure proper operation and/or replacement.

The Union shall each appoint two (2) members to serve on the committee with the Fire Chief. These three members shall comprise the JOSH committee. The committee that meets shall:

- 1) Review and discuss any and all matters pertaining to the safety of employees while on duty, including health and safety policies and health and safety incident reports.
- 2) Develop a comprehensive physical fitness program for all departmental employees.
- 3) Make recommendations to the City concerning facilities, apparatus, protective equipment, protective clothing, procedures, accident prevention, or other safety matters.
- 4) Encourage employees to develop, suggest, and identify possible safety issues.

- 5) Promote programs which further the objective of a healthier and safer work environment.
- 6) Process and resolve, to the extent possible, employee safety complaints which have not yet become formal grievances.

In the event a safety complaint is filed with the Joint Safety Committee, the Fire Chief or his designee will meet with the Joint Safety Committee within five (5) working days of the receipt of the safety complaint to work on a means to resolve the complaint.

Records shall be kept of all job related accidents, injuries, and illnesses which shall be maintained by the Fire Department. Copies of all such records and reports, including all reports which may be required by the state or federal governments, shall be made available upon request to the safety committee members.

Safety committee members, if on duty, will be granted time-off with pay when meeting jointly with the employer and for any inspection or investigation of safety and health problems in the Fire Department. If off duty Safety Committee member will attend safety meetings without pay.

The Employer shall not restrict the safety committee members from any fire department facility when investigating health or safety conditions.

Records shall be kept of all job related accidents, injuries, and illnesses which shall be maintained by the Fire Department. Copies of all such records and reports, including all reports which may be required by the state or federal governments, shall be made available upon request to the safety committee members.

All disputes arising under this article and not resolved by the committee shall be considered proper subject for adjustment under the grievance procedure of this agreement.

Section 11.5 Post Employment Health Plan (PEHP)

Effective May 1, 2016, the City agrees to participate in the Post Employment Health Plan (PEHP) for collectively bargained public employees in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement as "Appendix D". The parties hereto designate Nationwide to act as administrator and LaSalle National Bank to act as trustee for the plan, or its successors appointed in accordance with the Plan and Trust documents. The city shall contribute to the Plan on behalf of the eligible employees covered by this agreement the following monies:

A. A lump sum payment in the amount of \$20,000.00 divided in equal payments over three (3) years from the effective date of this agreement. If the eligible employee retires prior to April 30, 2019, then the remainder of the \$20,000.00 total shall be contributed no later than 90 days from the date of notification of the eligible employee's intent to retire. Eligible employees shall consist of employees hired prior to May 1, 2010.

B. Severance pay in the amount of 100% of any unused sick or injury leave, up to 2,240 hours as provided by Article XII, Section 12.9.

Article XII - Wages and Rates of Pay

Section 12.1 Annual Salary Schedule

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

Section 12.2 Work Period and Straight Time Hourly Rate:

A. Normal hours of work shall be as defined in Section 4.1 Platoon Duty of this contract. The "work period" for purposes of the Fair Labor Standards Act, 29 USC §207(k) shall be twenty-eight (28) consecutive days. Employees covered by this Agreement shall be assigned to work periods and regular duty shifts. The normal shift rotation for shift personnel is twenty-four (24) consecutive hours on duty, starting at 0700 hours and ending the next day at 0700 hours, immediately followed by forty-eight (48) scheduled hours off duty.

B. The regular and basic hourly rate of pay shall be determined and computed by dividing the employee's annual salary including longevity and certification pay by the scheduled annual hours of duty to which the employee is assigned. For 24 hour shift employees the annual hours are 2825, and for eight (8) hour employees the annual hours are 2080.

Section 12.3 Overtime Rate and FLSA Overtime:

A. Except as otherwise provided for in this Agreement, all hours worked in any 28 day work period will be paid at the employee's regular hourly rate unless the employee works in excess of 212 hours in a work period. Hours of actual work time in excess of 212 hours in a 28-day work period shall be compensated at a rate of one and one-half (1 ½) times the employee's regular rate.

Actual work time shall not include any uncompensated period of time, or time which is compensated under the leaves of absence portion of this Agreement, including sick and injury leave, vacation, personal days, and bereavement leave. Overtime is also not applicable to those person on duty trades or shift transfers, unless otherwise required by the FLSA.

B. Regularly scheduled hours worked by 24 hour shift employees in excess of 212 hours in a 28 day work period shall be additionally compensated at the rate of one-half (1/2) times the employee's regular hourly rate, to be paid on the pay period most closely following the cycles end.

Section 12.4 Hold Over and Recall Rate

A. Hold Over. Employees held over by the Chief, his designee or authorized representative of the employer beyond their normal quitting time shall receive a minimum of one (1) hour pay at the rate of one and one-half (1.5) times the employees hourly rate of pay. For any

subsequent hours or fractions thereof that an employee is held over, the employee will receive pay at a rate of one and one-half (1.5) times the employees hourly rate of pay.

B. Recall Rate. Employees recalled at the request of the Fire Chief, his designee, or authorized representative of the employer shall receive a minimum of two (2) hours of pay at a rate of one and one-half (1.5) times the employees hourly rate of pay. If the City institutes a pager call out system, employees may respond on a voluntary basis. Staffing levels will be maintained as per past practice.

C. Out of Rank Pay. When an employee works out of their rank the employee will be paid for the rank they work unless that rank pay is lower than their own rank pay then the employee shall be paid the higher pay of the two. This includes regular time and/or overtime.

Section 12.5 Holiday Rate

A. All officers and members of said Fire Department shall receive thirteen (13) paid holidays each and every year. These holidays will be paid to all members of the bargaining unit on the first paycheck following the holiday at the member' hourly rate of pay for twelve (12) hours. In addition employees on duty for that Holiday will receive a bonus for that day as specified in Appendix B, provided a minimum of twelve (12) hours is worked. The Holiday bonus will be paid to the employee who works on the actual holiday, even if the actual holiday falls on a Saturday or Sunday.

B. In the event the employee takes any paid leave of absence and does not work twelve (12) hours of that holiday, the employee hired for that day shall be entitled to that holiday bonus.

C. Only one (1) employee per position on shift for the holiday worked will be entitled to holiday bonus as per appendix B.

Section 12.6 Education

A. The employer agrees to reimburse all cost of tuition and books to any bargaining unit member attending any local college or university. The reimbursement applies to all courses required for an Associate or Bachelor Degree in the Fire Service and or related fields up to \$750 a year. Reimbursement will be made upon proof of passing grade. Prior approval for reimbursement eligibility must be obtained from the Chief.

B. Incentives

The employer agrees to pay incentive pay to employees who have attained certain fire service related State Fire Marshal certifications. Such incentive pay shall be added to and increase the employees current annual salary in accordance with the following schedule:

CERTIFICATION LEVEL	PER MONTH
EMT-B	\$35.00
EMT-I	\$80.00
PARAMEDIC	\$150.00
BASIC OPERATIONS (FF II)	\$30.00
ADVANCED OPERATIONS (FF III)	\$60.00
FAE	\$35.00
FIRE OFFICER (Available only to Captains & Engineers)	\$35.00
HAZ-MAT TECHNICIAN	\$35.00

The employee will be entitled to only the highest certification level that is held pertaining to Emergency medical or fire fighter certifications. In addition, incentives for FAE, FO & HT will be payable as provided in the table above.

1. Any off duty training not pertaining to the above certification levels and mandated by the City shall be compensated at time and one-half per hour of class time and cost of expenses such as transportation, lodging and meals to the employee at successful completion of training. Reimbursement will be determined by current IRS allowance for mileage for private transportation. The City may provide transportation. The Fire Chief may authorize the lodging portion of the maximum per diem rate to exceed the Federal regulations on case by case basis. Meals and incidental expenses will be approved in advance by the Fire Chief using the City's travel request form. The City's travel expense report must be filed prior to reimbursement taking place.
2. Any new training levels that are added to above educational levels shall be mutually agreed upon in writing from both parties.
3. All employees who now have above educational levels will be compensated the increases of said levels as per agreement.
4. Any off-duty training completed by the employee, up to 24 hours, not mandated by the employer, but consistent with fire and EMS training and education, and approved by the Fire Chief, shall be compensated in the form of compensatory time. Compensatory time will be accumulated at an hour per hour rate.

Section 12.7 - Training and Fire Investigator

The positions of Training Officer and Fire Investigator will be filled by members of the bargaining unit subject to the following conditions.

- A. The Fire Chief will continue to have the discretion to appoint employees to (and remove them from) the positions of Training Officer (T.O.) and Fire Investigator (F.I.), provided that such appointed employees must possess the following certification(s) or their equivalent:

1. Training Officer:
State Certification as Fire Instructor I.

2. Fire Investigator:
State Certification as Fire Investigator

B. An employee appointed to the position of T.O. or F.I. shall be for a term mutually agreed between the employee and the Fire Chief provided however, that an incumbent employee may voluntarily resign his appointment upon sixty (60) days advance written notice to the Employer.

C. Annual compensation for T.O. and F.I. shall be \$1,250.00 per year (not included in base salary). All off duty work performed attributable to T.O. or F.I. duties will be compensated at one and one half times the employees current straight time hourly rate. The initial compensation of \$1,250.00 shall be paid out in 26 equal payments per year.

Section 12.8 - Longevity Pay

The Employer agrees to pay longevity pay, which shall be added to the employee's salary. Each employee covered by the terms of this agreement shall after having been a member of said Fire Department for five (5) years, receive longevity pay at a rate as specified in Appendix B.

The amount specified in Appendix B is the amount a month for each year of service and for each and every year thereafter to a maximum of thirty (30) years.

Section 12.9 Severance Pay

Members of the bargaining unit, after completion of their probationary period, shall upon resignation, retirement, lay-off, death or discharge for cause be entitled to severance pay. Members hired prior to May 1, 2010 who retire, die, are laid-off or otherwise involuntarily separated while an active employee shall receive one-hundred (100%) percent compensation for any unused sick or injury leave up to 2,240 hours, which shall be placed in a Post Employment Health Plan (PEHP), and one hundred (100%) percent compensation for all unused vacation and compensatory time and personal days. Members hired after May 1, 2010, but prior to May 1, 2016, who retire, die, are laid-off or otherwise involuntarily separated while an active employee shall receive fifty (50%) percent compensation for any unused sick or injury leave, up to 2,240 hours, which shall be placed into a PEHP, and one hundred (100%) percent compensation for all unused vacation and compensatory time and personal days. Members hired after May 1, 2016 who retire, die, are laid-off or otherwise involuntarily separated while an active employee shall receive twenty-five (25%) percent compensation for any unused sick or injury leave, up to 2,240 hours, which shall be placed into a PEHP, and one hundred (100%) percent compensation for all

unused vacation and compensatory time and personal days. Such severance pay shall be based on the employee's hourly rate at time of separation.

Members who resign or are discharged for cause shall receive 100% of all unused vacation and compensatory time and personal days. Such severance pay shall be based on the employee's hourly rate.

Article XIII Paid - Leave of Absence

Section 13.1 Vacation

Vacation will be earned annually based on the following schedule:

Years of Service	No. of Duty Days	Max. Carry Over
1 or More	5	3
6 or More	7	4
12 or More	10	5
18 or More	12	6

Vacation will be taken at a rate of not less than one (1) duty day at a time and will be scheduled prior to the employees regularly scheduled shift. The fiscal year will constitute the period of time during which vacation will be scheduled. Seniority will determine the preference in the selection of vacation.

An employee may carry forward from one fiscal year to the next fiscal year the number of duty days of vacation shown above under the column named "Max. Carry Over" An employee may choose to cash in Carry Over Vacation days at the employee's hourly rate, said cash-in to be permitted only upon the approval of the Fire Chief and City Manager and subject to there being budgeted funds remaining to pay for said Carry Over Vacation cash-in.

It is agreed that a maximum of one (1) employee per shift can be on vacation at any given time. This shall include Kelly Days also. Probationary employees will not be allowed to take vacation until they have completed their probationary period. Probationary employees will be allowed Kelly Days off as scheduled.

Any employee who is separated from the Fire Service will be compensated in cash for all unused vacation time accumulated, per Section 12.9. In the case of death of an employee the compensation due that employee will be paid to their surviving spouse or estate.

Section 13.2 Personal Days

All members of the bargaining unit shall receive two (2) duty days of personal time, which may be used at any time each and every year of this agreement. Personal time may be used in a minimum of four (4) hour blocks; however, only one member of each shift may be on personal time at a time.

Probationary employees will begin earning personal time on a pro-rata basis during their first year of employment with 4 hours posted each month, and the remainder of the two days to be added after the completion of probation, along with the full two days for the ensuing fiscal year. Probationary employees may be allowed to use personal time with the Pre-approval of the Chief or the Captain on duty. The City has no obligation to pay severance for personal time that a probationary employee has on the books if they are separated for service during probation.

Section 13.3 Sick and Injury Leave

A. Employees shall be allowed 2,240 hours of sick or injury leave by reason of illness or injury outside the line of duty. All members will earn 40 duty hours sick or injury leave per month until a maximum of 2,240 hours has been reached. Sick or injury leave will be deducted from employee accumulated sick or injury leave on an hour for hour basis for only the hours that the employee is absent from their duty shift.

B. Employees who resign from the fire service in good standing with the City (for reasons other than retirement) and provide not less than 30 days notice, shall receive compensation for accumulated sick and injury leave as allowed in Article XII, Section 12.9.

C. Employees who sustain an on-the-job illness, injury or disability shall be granted, if necessary, up to one (1) year of illness or injury leave at full pay and full accrual of benefits. While on illness or injury leave, the employees agrees to sign over or otherwise return to the Employer all lost time compensation received from Worker's Compensation Insurance. The Employer agrees to abide by provisions of Workman's compensation laws of the state, as they may apply to the members of the bargaining unit.

D. In the event there is an unexpected illness or injury in the immediate family of an employee who is on duty or about to come on duty, the employee will be granted sufficient time (normally no more than one or two hours) outside of the fire station for the purpose of securing help to stay with the family. If the employee's presence with the family is required for an extended period of time, illness or injury leave will be granted. The illness or injury leave will be deducted from the employees accumulated sick or injury leave on an hour for hour basis for time that the employee is actually away from their duty shift.

E. In the event an employee exhausts all of their accumulated sick or injury leave, all employees will have the option to gift up to 240 duty hours per employee to the employee. All hours gifted will be deducted from accumulated sick and injury leave of the employee gifting the leave.

Section 13.4 Military Leave

A. An employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia, shall be granted leave from his or her public employment for any period actively spent in military service, including;

1. Active duty;
2. Basic training;
3. Special or advanced training, whether or not within the State, and whether or not voluntary; and
4. Annual training.

During said leaves, the employee's seniority and other benefits shall continue to accrue. During said leaves, the employee shall continue to receive his or her regular compensation as a public employee. During said leaves, if the employee's compensation for military activities is less than his or her compensation as a public employee, he or she shall receive his or her regular compensation as a public employee minus the amount of his or her base pay for military activities.

B. The City shall allow any employee who is a member of a reserve unit who attends annual or monthly trainings to utilize accrued vacation, comp and/or personal time in lieu of surrendering the military pay in order to retain military compensation associated with the annual or monthly trainings.

C. Employees may take unpaid leave for military service/training in lieu of surrendering their military compensation or using accrued leave time.

D. The employee must provide a copy of his field orders to his supervisor at least seven (7) calendar days prior to reporting for training or duty, except in the case of an emergency deployment in which the employee receives less than seven (7) days notice from the military. In the event of an emergency deployment, the employee shall notify his supervisor prior to deployment and present a copy of the orders as soon as practicable.

Section 13.5 Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall be granted two (2) duty days off with pay. The employee's immediate family is defined as spouse, parents, children, brothers or sisters (including step and half) father-in-law, mother-in-law, child-in-law, sibling-in-law, grandparents and grandchildren. In addition to the above, extensions of bereavement leave with pay, may be granted by the Fire Chief. A bereavement leave extension shall be charged against the employee's sick leave.

Section 13.6 Educational Leave

Employees may be granted paid leave of absence for educational purposes to attend conferences, seminars, briefing sessions, or other functions of similar nature that are intended to improve, maintain, or upgrade the individual's certification skill and/or professional ability. Approval of such request for leave shall not be unreasonably withheld or denied.

Section 13.7 Holidays

The following holidays are those which shall be recognized and observed:

New Years Day	Martin Luther King B-Day	Presidents Day
Fourth of July	Labor Day	Thanksgiving
Christmas Eve	Christmas Day	Easter
Memorial Day	Veterans Day	Columbus Day
Members Birthday		

Section 13.8 Jury Duty and Court Time

A. Employees shall be granted a leave of absence with pay anytime they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation, excluding mileage, they receive while normally on shift, and their regular wages for each day of jury service. Unless their duties, in Henry County, take them past 7:00 pm the employee will return to duty.

B. The employer shall grant leave with pay to an employee for the period of time the employee is required to appear before a court, judge, justice, magistrate, or coroner as a plaintiff, defendant, or witness on City business in uniform. The employee will be compensated at the employee's overtime rate for any off duty time as per section 12.3.

Section 13.9 Compensatory Time

A. All members of the bargaining unit shall be allowed to accumulate compensatory time as described in Article XII, Section 12.B.6.4 A maximum of 24 hours may be earned in any fiscal year.

B. Compensatory time may be used in a minimum of four (4) hour blocks, with only one (1) member allowed to be on compensatory time leave at any given time. Furthermore, compensatory time cannot be used in such a way as to create overtime.

C. Any unused compensatory time shall not be allowed to "roll over" into the ensuing fiscal year, unless approved by the City. Any unused compensatory time, at the end of the fiscal year in which it was earned, shall be paid to the employee at the employee's regular hourly rate.

Article XIV - Unpaid Leave of Absences

Section 14.1 Personal Leaves

A leave of absence, without pay, for a limited time-not to exceed twelve (12) months, may be granted for any reasonable purpose at the sole discretion of the City if in the opinion of the City such leave would be mutually beneficial to the employee, the Fire Department and the City of Kewanee, and such leave may be extended or renewed for any reasonable period.

Article XV - General Provisions

Section 15.1 Union Bulletin Boards

The Employer agrees to furnish suitable space for bulletin boards in convenient locations in each work area to be used only by Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. Such bulletin boards shall not contain any political campaign literature or information related to any public election or issue.

Section 15.2 Discipline and Discharge

A. Discipline in the Fire Department shall be progressive and corrective, designed to improve behavior and not merely to punish. Disciplinary actions instituted by the Employer shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee. Where the Employer believes just cause exists to institute disciplinary action the Employer shall have the option to assess the following penalties:

Oral reprimand
Written reprimand
Suspension
Discharge

The employer, in its discretion, has the right to determine the level of disciplinary actions should be taken, based on the severity of the cause for discipline. Any disciplinary action or measure other than a reprimand, imposed upon an employee may be appealed through the grievance procedure or be submitted to review by the Board of Fire and Police Commissioners. After making such election, the employee is barred from using the other review procedure for that occurrence. Reprimands may be grieved; however, they are not subject to arbitration. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

B. The Employer agrees that employees shall be disciplined and discharged only for just cause. A copy of all suspension and discharge notices shall be provided to the employee.

C. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a grievance settlement or deemed appropriate by an arbitrator, or directed by the Fire and Police Commission.

D. Reprimands either oral or written recorded in the employees personnel files shall not be used after twelve (12) months to justify subsequent disciplinary action except for a related offense. Records of suspensions or greater will be kept after twelve (12) months.

E. The employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee and

just cause for discipline exists. Employees shall be entitled to have a union representative present at all meetings with the employer that could lead to the discipline of the employee. F. Prior to taking any final disciplinary action and concluding its investigation, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him of the reason(s) for such contemplated disciplinary action and copies of pertinent documents. The employee shall be entitled to Union representation and shall be given the opportunity to rebut the reason(s) for such discipline.

Section 15.3 Shift Exchange

Employees shall have the right to voluntarily exchange work shifts when the change does not interfere with the normal operations of the Fire Department with prior notification to the Chief.

Section 15.4 Protective Gear, Clothing Allowance, & Personal Items

A. Initial station uniforms, as defined below, protective clothing and protective devices required of employees in the performance of their duties shall be furnished by the employer without cost to the employee.

Initial Station Uniform: 1 pair of shoes, 1 pair station trousers, 1 shirt (optional long or short sleeves), 1 badge and \$ 125.00 for the purchase of an appropriate uniform coat. In addition, the new employee's annual clothing maintenance will be pro rated by computing the daily value by the number of days left in the fiscal year.

B. In addition each employee shall receive a clothing maintenance allowance as specified in Appendix B. The amount specified in Appendix B will be allotted by quartermaster system. The Fire Chief shall be the quartermaster. The Fire Chief shall have accounts at mutually agreed uniform stores and print shops. Prior to purchasing uniforms the employees shall notify the Fire Chief and obtain a purchase order. An employee must submit a receipt to the Fire Chief upon purchase of the uniform item for record keeping purposes.

The City shall also replace all clothing and personal items, e.g., eye glasses, that are ruined on duty at no cost to the employee upon presentation of damaged clothing and personal items and the receipt for new. An employee is expected to inform the Captain or Chief as soon as practical upon discovery of such damage in order to confirm the same.

Section 15.5 Permanent Assignments and Transfers

A. The Employer agrees that permanent job positions shall be defined as all bargaining unit job positions which are covered by the terms of this agreement and established by the municipal budget and are tenured on the effective date of this agreement.

B. All employees shall be eligible for and maintain a permanent job, class, and rank

assignment within the Fire Department and fire stations and shifts. Voluntary transfers between any two employees within the same job classification or rank may be granted by the Fire Chief.

C. Vacancies in a permanent assignment due to an assigned employees retirement, resignation, death, or discharge shall be filled on the basis of promotional procedures. The employer shall post a list of any and all assignment vacancies, monthly, or within thirty (30) days of when a vacancy exists, in all work areas.

D. Employees within the same job classification and or rank desiring a transfer bid application for the station or shift of his choice; shall place the application in writing to the Chief. The Employer shall grant the departmental transfer or permanent assignment to the most senior applicant.

E. The Employer further agrees that no employee shall be transferred for disciplinary reasons.

Article XVI - 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 state or federal legislation, the remaining parts or portions of this agreement shall remain in full force and effect and the subject matter of such invalid provisions shall be open to immediate negotiations.

Article XVII - Guarantee of Terms

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

Article XVIII Duration and Re-negotiations

Section 18.1 Duration and Notice

This agreement and each of its provisions shall be effective as of May 1, 2016, and shall continue in full force and effective until April 30, 2019 and thereafter unless either party shall notify the other in writing 120 days prior to the anniversary date of this contract, that it desires to modify or amend this agreement.

Section 18.2 Negotiations

Negotiations shall commence thirty (30) days later and shall continue for a period of forty-five (45) days. The parties may extend the negotiation period by mutual written consent.

Section 18.3 Impasse Resolution

In the event that the disputed items cannot be resolved during the negotiation period, all disputed items shall be referred to a mediator and if no solution will go to a one (1) person arbitration board as procedurally provided and permitted by the Illinois Public Labor Relations Act.

Section 18.4 Ratification and Enactment

A. If the parties reach a complete agreement as to the items for negotiations at the end of the negotiating period (Section 18.2), the following procedure shall apply:

1. The agreement will first be presented to the Union membership with the Union's negotiations committee's recommendation for ratification.

2. After ratification by the Union membership, the agreement shall be submitted to the City Council at their next regularly scheduled meeting, with the City Manager's recommendation for ratification and concurrent adoption in ordinance form. The City Manager and Union shall cooperate to secure Council's approval.

3. In the event the City Council should reject the recommended agreement, the parties shall meet again within five (5) days of the Council's vote to discuss the reasons for the rejection and to determine whether any modifications can be made to deal with the reasons for rejection; but either party may thereafter invoke arbitration in accordance with (Section 18.3) of this Article.

B. The employer agrees to adopt this agreement, negotiated or arbitrated, in ordinance form, pursuant to its municipal legislative authority. Such action by the City shall commit the City to enact no subsequent ordinance, executive order or rules or regulations having the force and effect of law which would impair the binding effect of or make unenforceable the terms of this agreement.

Article XIX Rules and Regulations

The City of Kewanee has a right to make reasonable personnel rules and regulations. However, personnel rules and regulations shall, if in conflict with this agreement, be subordinate to this agreement. The employer agrees to make such a statement at the start of any approved personnel rules and regulations and review with the union in a labor management setting such rules.

Article XX Labor Management Conferences

The Union and Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held every three months between Union representatives and representatives of the Employer. Additional conferences may be

requested at least seven (7) days in advance, by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Agreement to confer shall not be unreasonably withheld by either party.

Appendix A - Procedure for Processing Fair Share Objections

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

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

C. Review Step Two: Upon receipt of the decision of the Executive Board, objecting employees may pursue their objection by filing a complaint with the State Labor Relations Board, in accordance with the procedures established by that Agency. In the event that appropriate procedures are not available, the employee may appeal the Executive Board's decision to binding arbitration utilizing the procedures set forth in Article X, Step 4, of the current labor agreement.

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

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

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

F. Rebates: In the event that the Union determines or an arbitration award directs a reduction in the proportionate share payments, the Union shall notify the City to comply with the

Said ruling as to prospective deductions from the salaries of non-members and the Union shall provide necessary rebates, including interest at the prevailing rates on the amount to be rebated, to all such proportionate fair share paying nonmembers.

Appendix B - Compensation Schedule

(Note: The hourly wage is the determining factor and the yearly wage shown below is the hourly wage times 2,825 hours, which is the normal number of hours worked per year by a shift fire fighter per this contract.)

Any retroactive wage and salary increases due employees shall be paid on the payday following the first full pay period after the ratification of this Agreement.

B.1 Effective May1, 2016 (5.0 % Increase)	Yearly Salary	Hourly Rate
Probationary Firefighter (0-12 Months)	\$37,600.75	\$13.31
State Certified EMT-ACFF II	\$42,036.00	\$14.88
Firefighter (12 Months & Over)	\$47,375.25	\$16.77
Ambulance Attendant	\$48,731.25	\$17.25
Relief Engineer	\$49,748.25	\$17.61
Engineer	\$50,059.00	\$17.72
Captain	\$52,460.25	\$18.57
Holiday Bonus	\$200.00	
Longevity Pay	\$8.00	
Clothing Allowance	\$525.00	

B.2 Effective May1,207 (3.0 % Increase)	Yearly Salary	Hourly Rate
Probationary Firefighter (0-12 Months)	\$38,730.75	\$13.71
State Certified EMT-ACFF II	\$43,307.25	\$15.33
Firefighter (12 Months & Over)	\$48,787.75	\$17.27
Ambulance Attendant	\$50,200.25	\$17.77
Relief Engineer	\$51,245.50	\$18.14
Engineer	\$51,556.25	\$18.25
Captain	\$54,042.25	\$19.13
Holiday Bonus	\$200.00	
Longevity Pay	\$8.50	
Clothing Allowance	\$575.00	

B. 3 Effective May1, 2018 (3.0 % Increase)	Yearly Salary	Hourly Rate
Probationary Firefighter (0-12 Months)	\$39,889.00	\$14.12
State Certified EMT-ACFF II	\$44,606.75	\$15.79
Firefighter (12 Months & Over)	\$50,256.75	\$17.79
Ambulance Attendant	\$51,697.50	\$18.30
Relief Engineer	\$52,771.00	\$18.68
Engineer	\$53,110.00	\$18.80
Captain	\$55,652.50	\$19.70
Holiday Bonus	\$200.00	
Longevity Pay	\$9.00	
Clothing Allowance	\$600.00	

APPENDIX C - EMPLOYEE TESTING AND FITNESS FOR DUTY

Employee Testing: All employee testing shall be conducted in accordance with the following:

A. Psychological, Psychiatric, and Physiological Testing: No employee shall be requested or required to undergo psychological, psychiatric, or physiological testing unless the employer has just cause to believe the employee is then unfit for duty. The employer shall set forth the basis for such just cause in writing to the employee at the time the employee is ordered to undergo such testing, including all objective facts and subjective reasoning that forms the basis for the employer's belief that the employee is then unfit for duty. Employees shall have the right to Union representation when being informed of the need for testing, and shall have the right to secure similar testing at their own expense from psychiatrists, psychologists, or physicians of their own choosing. The City and the employees shall only utilize the services of qualified, certified medical doctors, psychiatrists, or psychologists. The employee shall be given a copy of any and all information, reports, and opinions that is provided the City as a result of such testing. Employees fitness for duty shall be measured and determined by bona fide occupational qualifications.

B. Drug and Alcohol Testing: The City of Kewanee and Local 513 intend to fully implement the requirements of the Drug Free Workplace Act. It is the position of Local 513 and the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The purpose of this policy shall be achieved in such manner as to not violate any established right of the employee.

(1) Prohibitions. Employees shall be prohibited from:

- I. Consuming or possessing alcohol or illegal drugs at any time during the work day or anywhere on any Employer premises or job sites, including all Employer buildings, properties, vehicles and the employee's personal vehicle while engaged in Employer Business;
- II. Illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer's premises;
- III. Being under the influence of alcohol or illegal drugs during the course of the work day;
- IV. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

(2) Drug and Alcohol Testing Permitted. On a random basis, not to exceed one random test per month, or when the Employer has reasonable suspicions to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Employer shall have the right to require the employee to submit to

alcohol or drug testing as set forth in this Agreement. For non-random testing, at least one non-bargaining unit supervisory personnel must certify their reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be random testing of an individual employee as authorized in sub-section (4) below. The foregoing shall not limit the right of the Employer to conduct such test as it may deem appropriate for persons seeking employment as Fire Department employees prior to their date of hire. Random testing shall only sample for breath alcohol or urine specimens analyzed for the following: marijuana metabolites/THC, cocaine metabolites, amphetamines, methamphetamine, opiates (including codeine, heroin, and morphine), and phencyclidine (PCP).

(3) At the time an employee is ordered to submit to testing authorized by this Agreement the Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of Local 513 at the time that the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Local 513 representation. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

(4) Test to be Conducted. In conducting the testing authorized by this Agreement, the Employer shall:

I. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

II. Insure that the laboratory or facility selected conforms to all (NIDA) standards;

III. Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee of equal or less seniority than the person being tested shall be permitted at any time to become a part of such chain of custody;

IV. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if required by the employee;

V. Collect samples in such manner as to preserve the individual employee's HIPPA right to privacy, ensure a high degree of security for the sample and its

freedom from adulteration. Employees shall be witnessed by testing personnel while submitting a sample.

VI. Confirm any sample that test positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

VII. Provide the employee testing with an opportunity to have additional sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense; provided the employee notify the Employer within seventy-two (72) hours of receiving the results of the tests;

VIII. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or forum adverse to the employee's interests;

IX. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .08 or more based upon grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standards shall not preclude the Employer from attempting to show that test results between .05 and .08 demonstrate that the employee was under the influence, but the Employer shall bear the burden of proof in such cases;

X. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;

XI. Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative result.

(5) Right to Contest. Local 513 or the employee with or without Local 513, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the testing or results or

any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of Local 513.

(6) Voluntary Request for Assistance. The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through its employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above. An employee required to be absent from work due to the voluntary request for assistance shall receive paid leave from the Employer at the rate of 50% for each hour absent. Said employee shall be allowed to use accrued sick, vacation, comp, or personal leave to supplement the remaining 50% of the hours absent. An employee that exhausts accrued leave shall be allowed to borrow against future accruals of sick, vacation, comp and personal leave up to a maximum aggregate amount of 160 hours.

(7) Discipline. In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who voluntarily seek assistance with drug or alcohol or both related problems, shall not be subject to any disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

- a. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b. The employee discontinues the use of illegal drugs or abuse of alcohol;
- c. The employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve months;
- d. The employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a Fire Department employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take a paid leave of absence pending treatment. The foregoing shall not limit the City's right to discipline employee for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Both Local 513 and the Employer recognize that it is a medical fact that alcoholism is a disease and is subject to treatment.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable Fire Department duties.

Side Letter of Agreement


Members hired prior to May1, 2010, shall receive a payment in the amount of \$20,000.00, Payable to the employees Post Employment Health Plan (PEHP). This payment shall be made in full, no later than April 30, 2019. Should the employee retire prior to April 30, 2019, then payment in full shall be made not later than 90 days after notice of the employee's intent to retire.

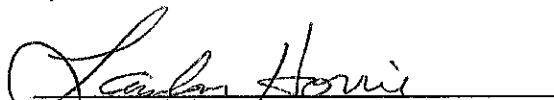
This side letter of agreement is attached to this CBA as recognition of the new wording in Article XIII, Section 13.3.B, effectively removing the option of cost-free healthcare after retirement.

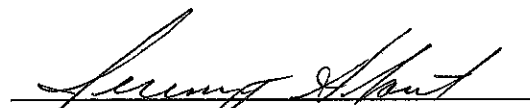
IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HAND THIS

20th day of July 2016.


**Kewanee Firefighters Union
Local 513**


Stephen Welgat, President


Landon Horrie, Vice-President

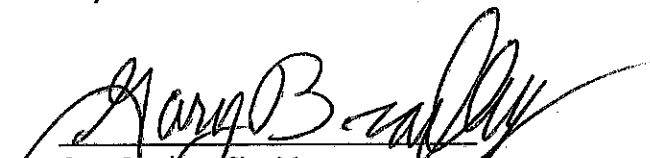

Jeremy Stout, Secretary-Treasurer


Duane Gillespie, Bargaining Comm. Member


Jeff Lane, Bargaining Comm. Member


Phil Wall, Bargaining Comm. Member

City of Kewanee


Gary Bradley, City Manager